



CITY OF SPRINGFIELD

City Clerk's Office 1/7/2015 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday evening January 12, 2015** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on January 12, 2015 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Communications

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

ATTACHMENTS:

- November Revenue Vs. Expenditure Report (PDF)

Reports of Committee

Informational

- (3.) From BPW re:Cliftwood Street –

<<Enter brief purpose>>

- (4.) From BPW re:Boston Road –

<<Enter brief purpose>>

- (5.) From BPW re:Frank B. Murray –

<<Enter brief purpose>>

- (6.) From BPW re:Riverside Road –

<<Enter brief purpose>>

- (7.) For the Addition of the Casino Overlay District to the Springfield Zoning Map at the Properties Generally Bounded by State Street, Main Street, Union Street and East Columbus Avenue. State St, Main Stg, Union St, E. Columbus Ave Recommend

PETITIONER:

Blue Tarp reDevelopment, LLC

ADDRESS:

See Above

CHANGE REQUESTED:

Casino Overlay District

ATTACHMENTS:

- 3168_Casino_Overlay_District_2014_CC (PDF)

Grants

- (8.) FY15 Shannon CSI Grant - No Match Required \$786,932.00 (Mayor Sarno)

ATTACHMENTS:

- SHANNON 2015 (PDF)

- (9.) Balliet Park Renovation Grant - \$200,000 - Match Req'd (Mayor Sarno)

APPROPRIATION ORDER AND**RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS WITH AND FROM THE
COMMONWEALTH OF MASS., EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL
AFFAIRS****FOR THE "PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES"
FOR IMPROVEMENTS TO BALLIET PARK****ATTACHMENTS:**

- Balliet Park Renovation (PDF)
- CAFO Certification - Balliet Renovations (PDF)

- (10.) Governor's Highway Safety Traffic Enforcement Grant - No Match \$140,000 (Mayor Sarno)

ATTACHMENTS:

- Traffic Grant Award Letter (PDF)
- Traffic Grant Set up form (PDF)

- (11.) Highway Safety Sustained Enforcement Program (STEP) Grant - No Match \$124,821.50
(Mayor Sarno)

ATTACHMENTS:

- STEP award and grant set up form (PDF)

- (12.) Fire S.A.F.E. Grant - No Match Required - \$14,718 (Mayor Sarno)

ATTACHMENTS:

- SAFE Grant Award Letter (PDF)
- SAFE Grant Setup Form (PDF)

- (13.) Homeless Youth Count Grant - No Match - \$5,000.00 (Mayor Sarno)

ATTACHMENTS:

- Homeless Youth Grant Award Letter & Set-Up Form (PDF)

- (14.) Fire Donation - \$54.10 (Mayor Sarno)

ATTACHMENTS:

- Columbia Gas Donation (PDF)

- (15.) Donation of Goods - Scibelli & ViVenzio, P.C. (Mayor Sarno)

General Business

- (16.) (ID # 2923) - Casino Ethics Ordinance

- (17.) (ID # 2894) - Article VII. Door-To Door Sales

- (18.) An Order Authorizing the Submission of Statements of Interest to the Mass. School
Building Authority (Mayor Sarno)

ATTACHMENTS:

- MSBA 2015 (PDF)
- MSBA Projects Request (PDF)

- (19.) Bond Order for Costs of Window and Door Accelerated Repair Projects at Kennedy and Kensington Schools totaling \$4,818,531.00, as Required by the Mass. School Building Authority (Mayor Sarno)

Order approves borrowing and appropriation of \$4,818,531.00 for Accelerated Repair Projects at Kennedy Middle School (\$3,595,703.00) and Kensington International School (\$1,222,828.00), required for City's application for funding from the Mass. School Building Authority.

- (20.) Order Authorizing Transfer of 870-880 State Street and ES Hayden Avenue to Ellen Boynton Via Quitclaim Deed (Mayor Sarno)
Please see attachments

ATTACHMENTS:

- City Council Order 870-880 State and ES Hayden Street Transfer (DOCX)
- Deed - 870-880 State Street and ES Hayden Avenue (DOCX)
- Land Disposition Agreement - 870-880 State Street and ES Hayden Avenue(DOC)

- (21.) FY14 Free Cash to Stabilization Transfer \$10,900,000 (Mayor Sarno)
\$10,900,000 to Stabilization

ATTACHMENTS:

- CAFO Certification - Free Cash (DOCX)

- (22.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of East Side Eastern Avenue F/K/A 323 Eastern Avenue (04325-0111) to Mary Sheehan (Mayor Sarno)

ATTACHMENTS:

- Deed ES Eastern Ave. (Par.111) (DOC)

- (23.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Nash St., Lot 15 (08940-0024) to Jerald E. Jacobs, Jr. and Paige A. Jacobs (Mayor Sarno)

ATTACHMENTS:

- Deed SS Nash St. (Par.24) (DOC)

- (24.) (ID # 2918) - Amending Chapter 110 - Animal Control Ordinances

ATTACHMENTS:

- City Council Order for Amended Animal Ordinance (DOCX)

- (25.) An Act Exempting the Positions of Civil Engineer in the City of Springfield from the Provisions Chapter 245 of the Acts of 1951

Suspension of Rules



City of Springfield

SCHEDULED

A.1

Meeting: 01/12/15 07:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2912

November Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended
11/30/14

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 174,280,896	\$ 83,719,825	\$ (90,561,071)	48%
Real Estate & Personal Property Taxes - Tax Liens	-	926,711	926,711	0%
Motor Vehicle Excise	8,800,000	1,475,838	(7,324,162)	17%
Penalties, interest and other taxes	4,984,500	1,549,251	(3,435,249)	31%
Charges for Services	14,774,922	4,347,363	(10,427,559)	29%
Intergovernmental	345,803,578	142,617,213	(203,186,365)	41%
MSBA Payments	14,794,410	-	(14,794,410)	0%
Licenses and Permits	6,009,143	1,922,140	(4,087,003)	32%
Fines and Forfeits	316,300	179,349	(136,951)	57%
Interest earned on Investments	1,196,859	624,906	(571,953)	52%
Miscellaneous	4,252,990	1,114,956	(3,138,034)	26%
FY 2014 Net School Spending Shortfall (a.)	17,325,818	17,325,818	-	100%
Stabilization Reserves	3,856,130	3,856,130	-	100%
Other Financing Sources	-	-	-	0%
Total Revenues and Other Sources	596,395,546	259,659,501	(336,736,045)	44%

Expenditures and Other Uses:

General government	20,616,207	10,945,281	9,670,926	53%
Public safety				
Police	40,388,209	19,125,361	21,262,848	47%
Fire	20,293,920	7,609,184	12,684,736	37%
Centralized Dispatch	1,676,719	607,156	1,069,563	36%
Other	3,462,166	1,639,286	1,822,881	47%
Health and Welfare	4,963,005	1,962,809	3,000,196	40%
Public works	10,147,086	6,611,385	3,535,701	65%
Education	382,883,968	142,276,428	240,607,540	37%
Culture and recreation	12,424,780	6,592,581	5,832,200	53%
Pension and fringe	53,177,581	37,061,956	16,115,625	70%
State and district assessments	3,288,772	1,323,053	1,965,719	40%
Debt Service	38,090,246	30,394,933	7,695,313	80%
Pay as you go Capital	892,052	210,260	681,792	24%
Other Financing Use - Trash Enterprise Supplement	4,090,834	4,090,834	-	100%
Total Expenditures and Other Uses	596,395,546	270,450,507	325,945,039	45%

Excess (deficiency) of revenues
and other sources over
expenditures and other uses

\$ - \$ (10,791,006) \$ (10,791,006)

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

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
11/30/14

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,817,650	798,557	20,616,207	8,911,163	2,034,117	9,670,926	53%
Public safety							
Police	40,386,314	1,895	40,388,209	18,425,470	699,891	21,262,848	47%
Fire	20,293,920	-	20,293,920	7,315,629	293,555	12,684,736	37%
Centralized Dispatch	1,676,719	-	1,676,719	601,181	5,975	1,069,563	36%
Other	3,430,409	31,757	3,462,166	1,316,131	323,155	1,822,881	47%
Health and Welfare	4,933,005	30,000	4,963,005	1,934,088	28,721	3,000,196	40%
Public works	10,115,556	31,530	10,147,086	5,647,926	963,460	3,535,701	65%
Education	369,413,118	13,470,850	382,883,968	113,346,946	28,929,482	240,607,540	37%
Culture and recreation	12,376,041	48,739	12,424,780	5,494,065	1,098,516	5,832,200	53%
Pension and fringe	53,177,581	-	53,177,581	37,721,956	(660,000)	16,115,625	70%
State and district assessments	3,288,772	-	3,288,772	1,323,053	-	1,965,719	40%
Debt Service	38,090,246	-	38,090,246	30,394,933	-	7,695,313	80%
Pay as you go Capital	892,052	-	892,052	27,660	182,600	681,792	24%
Other Financing Use - Trash Enterprise Supplement	4,031,454	59,380	4,090,834	4,090,834	-	-	100%
Total Expenditures and Other Uses	581,922,838	14,472,708	596,395,546	236,551,034	33,899,473	325,945,039	45%



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2901

2.3

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Cliftwood Street

<<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 January 12, 2015

City Clerk

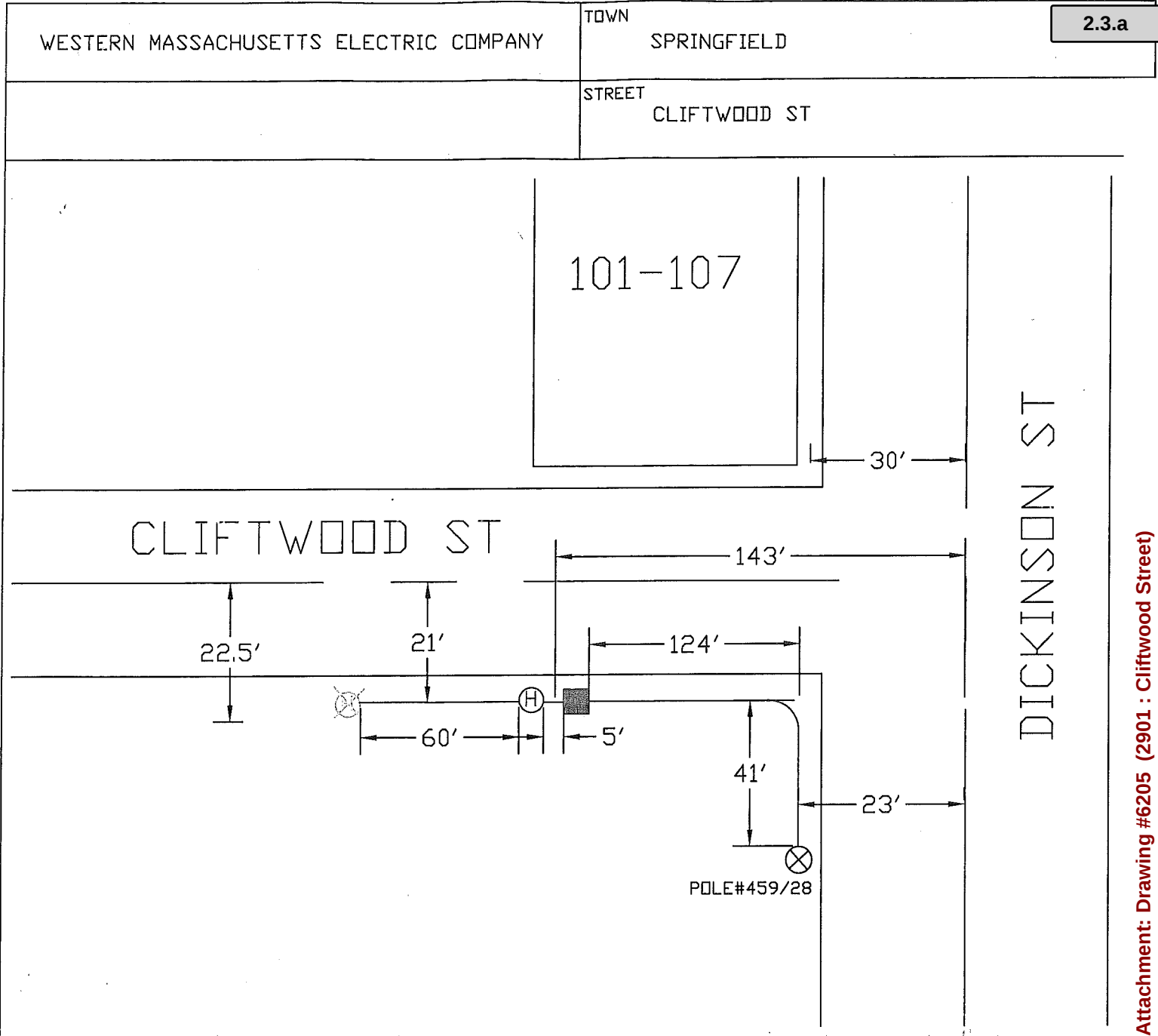
We hereby certify that on December 8, 2014, at 5:00 PM, at #101 Cliftwood Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

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 January 12, 2015, 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



PURPOSE AND DESCRIPTION

WMECO IS ADDING A NEW PADMOUNTED TRANSFORMER, HANDHOLE TO FEED THE APARTMENT BUILDING#101-107. 2- 3IN DUCTS WILL BE INSTALLED FROM THE POLE TO THE NEW TRANSFORMER AND BETWEEN THE NEW TRANSFORMER AND NEW HANDHOLE. 1-3IN CONDUIT WILL BE INSTALLED FROM THE NEW HANDHOLE TO THE EXISTING HANDHOLE TO FEED EXISTING CUSTOMER ON THE STREET.

- | | |
|---------------------------------------|----------------------------------|
| ● PROPOSED JOINT POLE | ■ PROPOSED PAD MOUNT TRANSFORMER |
| ● PROPOSED W.M.E.CO. POLE | ▣ EXISTING PAD MOUNT TRANSFORMER |
| ⊗ EXISTING JOINT POLE | Ⓜ EXISTING MANHOLE |
| ○ EXISTING W.M.E.CO. POLE | — UG EXISTING CONDUIT |
| ⊗ EXISTING W.M.E.CO. POLE TO BE JOINT | — UG PROPOSED CONDUIT |
| ⊗ EXISTING FOREIGN POLE TO BE JOINT | Ⓜ PROPOSED HANDHOLE |
| | ▣ EXISTING HANDHOLE |
| | Ⓢ PROPOSED SILO |
| | Ⓢ EXISTING SILO |
| | ⬢ HEXHOLE |

DRAWN BY ANDREW NETHERWOOD	W.D.# 2411279	DISTANCES ARE APPROXIMATE NOT TO SCALE	PETITION NO. 6205
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Attachment: Drawing #6205 (2901 : Cliftwood Street)

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

November 24, 2014

Notice is hereby given that the Board of Public Works will give a hearing in front of #101 Cliftwood Street on **Monday 08, 2014 at 5:00 P.M.** to all parties interested in the petition of Western Massachusetts Electric Company to install (2) 3" 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 (2901 : Cliftwood Street)



City of Springfield

SCHEDULED

2.4

Meeting: 01/12/15 07:00 PM

Initiator: Hector Velez

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2902

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Boston Road

<<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 January 12, 2015

City Clerk

We hereby certify that on December 10, 2014, at 5:00 PM, at 1400 Boston Road 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 January 12, 2015, 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.

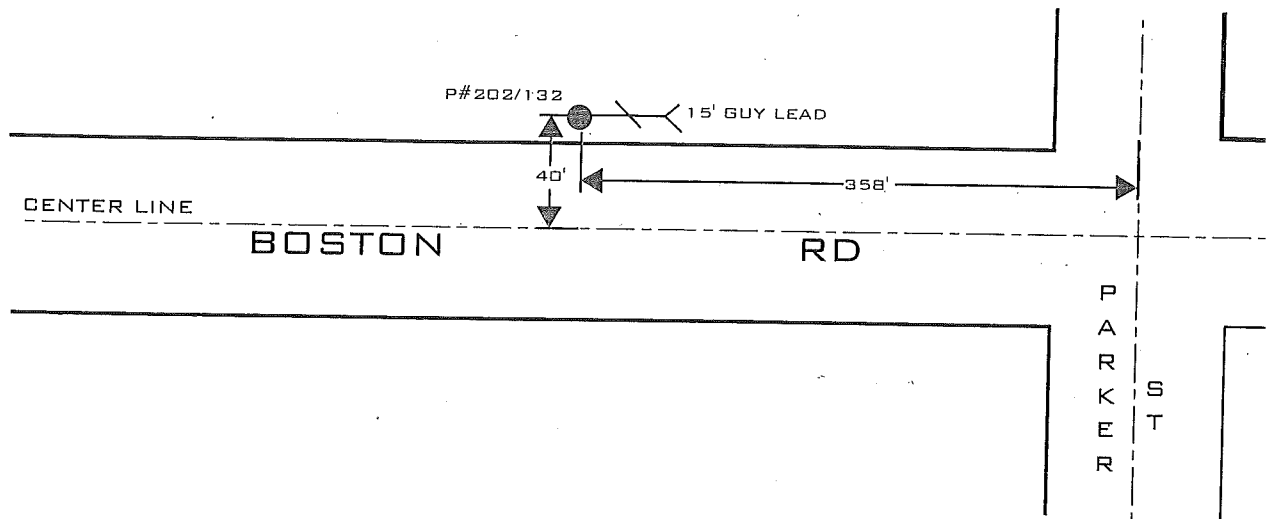
Attest:

City Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY

CITY: SPRINGFIELD

STREET: 1400 BOSTON RD



NORTH INDICATED
BY ARROW

PURPOSE AND DESCRIPTION:

PROPOSED WMECO POLE FOR NEW SERVICE. POLE TO BE LOCATED 358' WEST OF CENTER LINE OF PARKER ST AND 40' NORTH OF CENTER LINE OF BOSTON RD. POLE TO HAVE GUY AND ANCHOR INSTALLED 15' EAST OF PROPOSED POLE.

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

PAD MONT TRANSFORMER

U.G. CONDUIT

U.G. PRIMARY CABLE

U.G. SECONDARY CABLE

DRAWN BY:
MICHAEL WILSON

W.O.#:69422247
W.R.#:2399545

PETITION # *6207*

DISTANCES ARE APPROXIMATE
NOT TO SCALE

Attachment: Drawing #6207 (2902 : Boston Road)

**DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCES
CITY OF SPRINGFIELD
MASSACHUSETTS**



DATE: November 25, 2014

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
December 10, 2014

NOTICE OF MEETING

Wednesday – December 10, 2014 – At 1400 Boston Rd. at 5:00 P.M.

Minutes of Previous Meeting

Communications

Old Business

New Business: BOSTON RD.

WMECO

HEARING RE: To install new pole.

Attachment: Notice of Meeting #6207 (2902 : Boston Road)

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

November 25, 2014

Notice is hereby given that the Board of Public Works will give a hearing at 1400 Boston Rd. on **Wednesday, December 10, 2014 at 5:00 P.M.** to all parties interested in the petition of Western Massachusetts Electric Company to install new pole for future services.

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 for wmeco 12-10-14 (2902 : Boston Road)



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2903

2.5

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Frank B. Murray

<<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 January 12, 2015

City Clerk

We hereby certify that on December 17, 2014, at 5:00 PM, at 125 Frank B. Murray a public hearing was held on the petition of the COMCAST for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the January 12, 2015, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

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

December 3, 2014

Notice is hereby given that the Board of Public Works will give a hearing **In front of #125 Frank B. Murray Street, December 17, 2014 at 5:00 P.M.** to all parties interested in the petition of Comcast to install 410 feet of 4 inches PVC Conduit with Fiber Optic Coaxial Cable.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

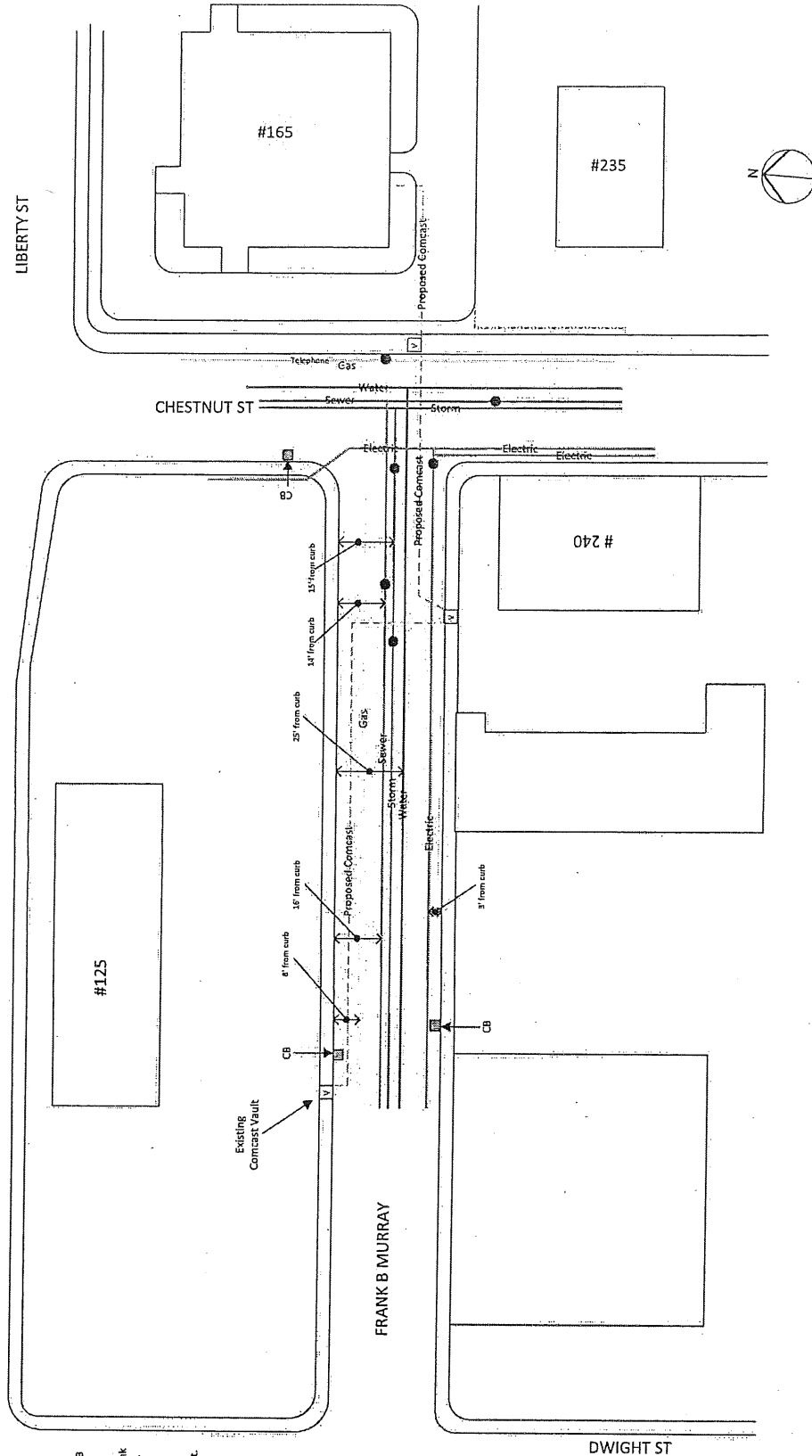
FOR INFORMATION CALL:

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

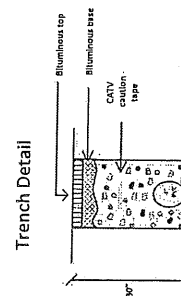
Attachment: abutter notice for Comcast 12-17-2014 (2903 : Frank B. Murray)

Construction Details:

- Install 1-4" Sch. 40 PVC conduit from existing vault located approx. 5' to the right of the driveway entrance of 125 Liberty St on the northerly side of Frank B Murray traveling in an easterly direction for approx. 260' and approx. 3-4" off curb on the northerly side, then crossing to Southerly side of Frank B Murray.
- Install new 36" x 48" x 26" Quazite Vault in the sidewalk on the southerly side of Frank B Murray.
- Install 1-4" sch. 40 PVC conduit approx. 150' from new vault on the southerly side of Frank B Murray to the easterly side of Chestnut St. Conduit will be approx. 9' off the southerly side of curb.
- Install new 36" x 48" x 26" Quazite Vault in sidewalk on the easterly side of Chestnut St.
- Install 1-3" Sch. 40 PVC conduit from new vault located on easterly side of Chestnut St to southerly side of building to service 165 Liberty St.



Proposed Comcast
Sewer / Storm
Water
Gas
Electric
Telephone
Man Hole



COMCAST

Drawn By:
Chris Thompson

11/19/2014



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2906

2.6

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>>

Riverside Road

<<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 January 12, 2015

City Clerk

We hereby certify that on December 15, 2014, at 5:00 PM, at Riverside Road Behind 101 Pynchon Terrace Apartments 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 January 12, 2015, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

December 01, 2014

Notice is hereby given that the Board of Public Works will give a hearing in **Riverside Road behind 101 Pynchon Terrace Apartments on Monday 15, 2014 at 5:00 P.M.** to all parties interested in the petition of Western Massachusetts Electric Company to install (8) 5" conduits to proposed automatic switch gear.

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 #6206 Riverside Rd. (2906 : Riverside Road)

WESTERN MASSACHUSETTS ELECTRIC COMPANY

TOWN

SPRINGFIELD

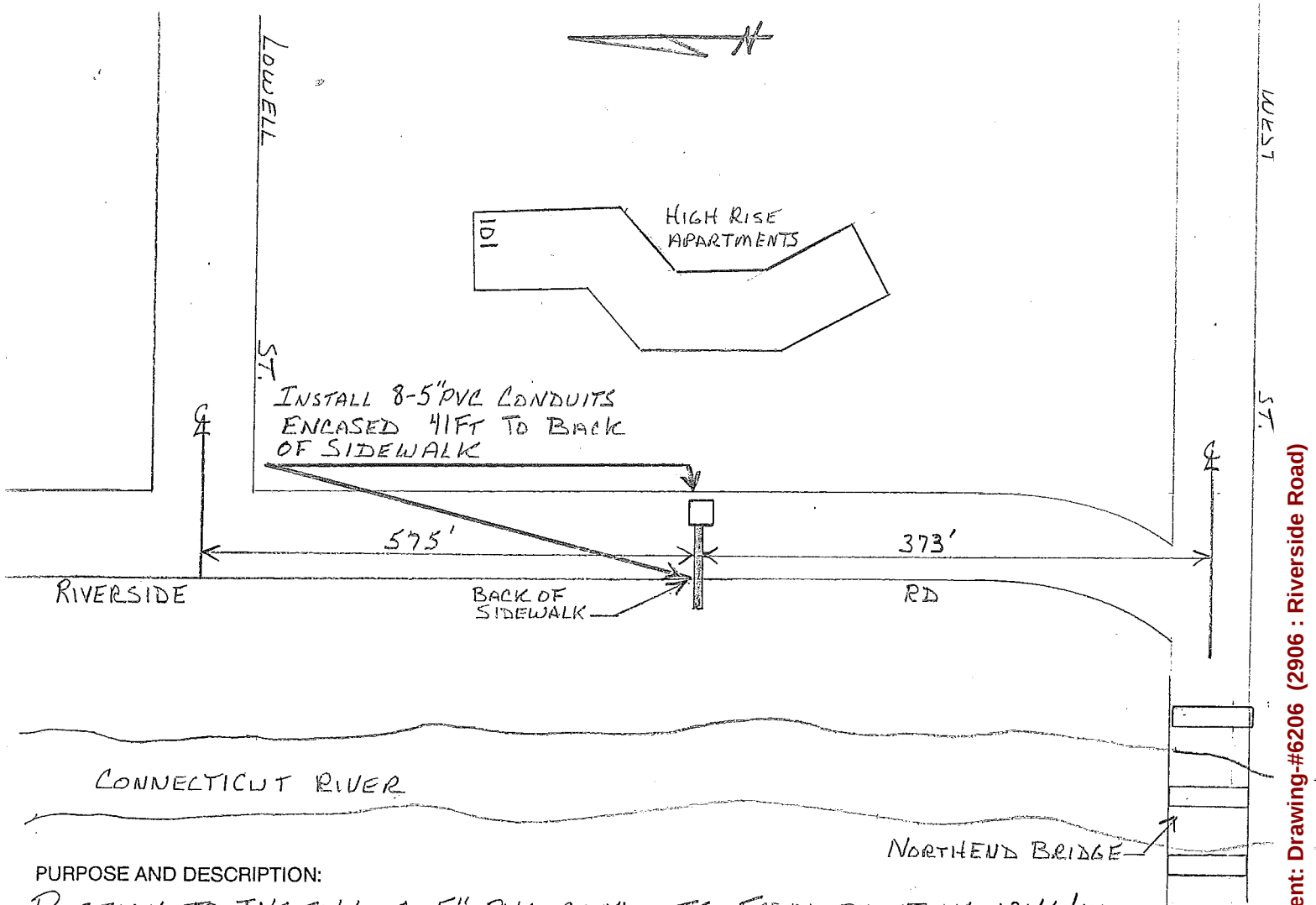
2.6.b

NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY

STREET

RIVERSIDE RD

OP84 REV. 2-92



PURPOSE AND DESCRIPTION:

PETITION TO INSTALL 8-5" PVC CONDUITS FROM EXISTING 1341/111
WEST TO BACK OF SIDEWALK.

UMELD WILL BE PROPOSING TO INSTALL AUTOMATED SWITCH GEAR BEHIND
THE SIDEWALK TO IMPROVE RELIABILITY IN THIS AREA.

LEGEND

- | | | | | | |
|---|--|-------|-----------------------|---|---------|
| ⊗ | PROPOSED JOINT POLE | Ⓜ | HANDHOLE | □ | MANHOLE |
| ● | PROPOSED W.M.E.CO. POLE | ■ | PAD MOUNT TRANSFORMER | ⬡ | HEXHOLE |
| ⊗ | EXISTING JOINT POLE | === | UG. CONDUIT | | |
| ○ | EXISTING W.M.E.CO. POLE | — P — | UG. PRIMARY CABLE | | |
| ⊗ | EXISTING W.M.E.CO. POLE TO BE MADE JOINT | — S — | UG. SECONDARY CABLE | | |
| ⊗ | EXISTING FOREIGN POLE TO BE MADE JOINT | | | | |

DRAWN BY

MIKE SANTOS

W.O. #

65422241

DISTANCES ARE APPROXIMATE

N.T.S.

PETITION NO.

6206

11-7-14

WR 2425499

Attachment: Drawing #6206 (2906 : Riverside Road)

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

CASINO OVERLAY DISTRICT

GENERAL INFORMATION

Petitioner:	Blue Tarp reDevelopment, LLC
Request:	Proposed zone change for the addition of the Casino Overlay District of the Springfield Zoning Map.
Location:	Properties generally bounded by State Street, Main Street, Union Street and East Columbus Avenue
Parcel Size:	Approximately 14.5 acres.
Purpose:	The Casino Overlay District's purpose is to facilitate the location of licensed casinos and casino complexes within the boundaries established by the City of Springfield for casino gaming activities.
Surrounding Land Use and Zoning:	N/A
Comprehensive/ Neighborhood Plan:	N/A
Planning Board Hearing:	12-17-14

SPECIAL INFORMATION

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

ANALYSIS

The petitioner has requested to amend the existing Springfield Zoning Map by the addition of the Casino Overlay District. The proposed district will be generally bounded by State Street, Main Street, Union Street and East Columbus Avenue. The Casino Overlay District regulations were adopted by the City Council in May 2013.

As noted above, the Casino Overlay District's purpose is to facilitate the location of a licensed casino and casino complex within the boundaries established by the City of Springfield and the State of Massachusetts for casino gaming activities. The Casino Overlay District will focus on urban entertainment and recreational activities that will enhance the area as a desirable location for tourists, conventions, and urban life. The provisions of the district encourage pedestrian and transit-oriented linkages between the casino and casino complex and other activities and venues within the City. The Casino Overlay District regulations are designed to ensure that the casino and casino complex contributes positively to the built environment, that the operation of the casino and casino complex will help to enhance, expand, and stabilize employment and the

local economy while simultaneously ensuring effective public services and a high quality of life for nearby businesses, institutions and residents.

As noted in the Casino Overlay District regulations, the proposed development is subject to the provisions of a Host Community Agreement (HCA) which was approved by the City Council in May 2014. The HCA established a baseline site plan, design elevations, uses, program, signage concept, lighting concept, landscaping and streetscape plan and related information for the development. However, it should be noted that once the Casino Overlay District has been approved, a detailed Site Plan Review will be required. This Site Plan Review will be completed by the City Council as per the standards outlined within the Casino Overlay District regulations.

It is important to note that the Casino Overlay District and its provisions will only apply to the specific properties so designated by the City Council as allowing a casino and related uses with a valid and current gaming license issued by the Commonwealth. Should a property so designated lose its gaming license at any point, the City Council may revoke the overlay designation and revert the property to its underlying zoning.

Overall, the staff believes that the mapping of the Casino Overlay District will provide the City with a much needed tool for the efficient development of this extremely important economic development project.

RECOMMENDATION

Approve.

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3168
SECTION: 47

DATE: December 18, 2014

RECEIVED
2014 DEC 18 A 11:42
CITY CLERK'S OFFICE
SPRINGFIELD, MA

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Blue Tarp reDevelopment, LLC

ADDRESS: Land generally bounded by State Street, Main Street, Union Street and East Columbus Avenue

CHANGE REQUESTED: Proposed mapping of the Casino Overlay District

PETITIONER'S PURPOSE STATEMENT: The Casino Overlay District's purpose is to facilitate the location of licensed casinos and casino complexes within the boundaries established by the City of Springfield for casino gaming activities.

DATE OF PUBLIC HEARING: December 17, 2014

DATE OF FINAL DECISION: December 17, 2014

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

FINAL MOTION: APPROVE

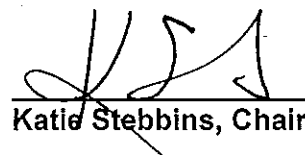
IN FAVOR: eight (8): Ms. Morin, Mr. Danielle, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Mr. Cignoli and Ms. McQuade

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,



Katie Stebbins, Chairperson

Attachment: 3168_Casino_Overlay_District_2014_CC (2907 : State St, Main Stg, Union St, E. Columbus Ave)



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

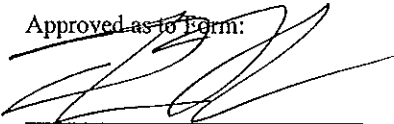
AN ORDINANCE

AMENDING SECTION 47 OF THE BUILDING ZONE MAP

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

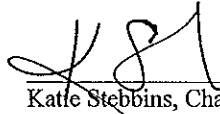
SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by mapping the Casino Overlay District on Plot #3168, Section 47 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 47 Building Zone Map of the City of Springfield."

Approved as to Form:


Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on December 17, 2014 regarding the above Ordinance amendment.

2 Person(s) appeared in favor, and 4 Person(s) appeared in opposition.


Katie Stebbins, ChairpersonCITY CLERK'S OFFICE
SPRINGFIELD, MA

2014 DEC 18 A 11:42

RECEIVED

Attachment: 3168_Casino_Overlay_District_2014_CC (2907 : State St, Main Stg, Union St, E. Columbus Ave)



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

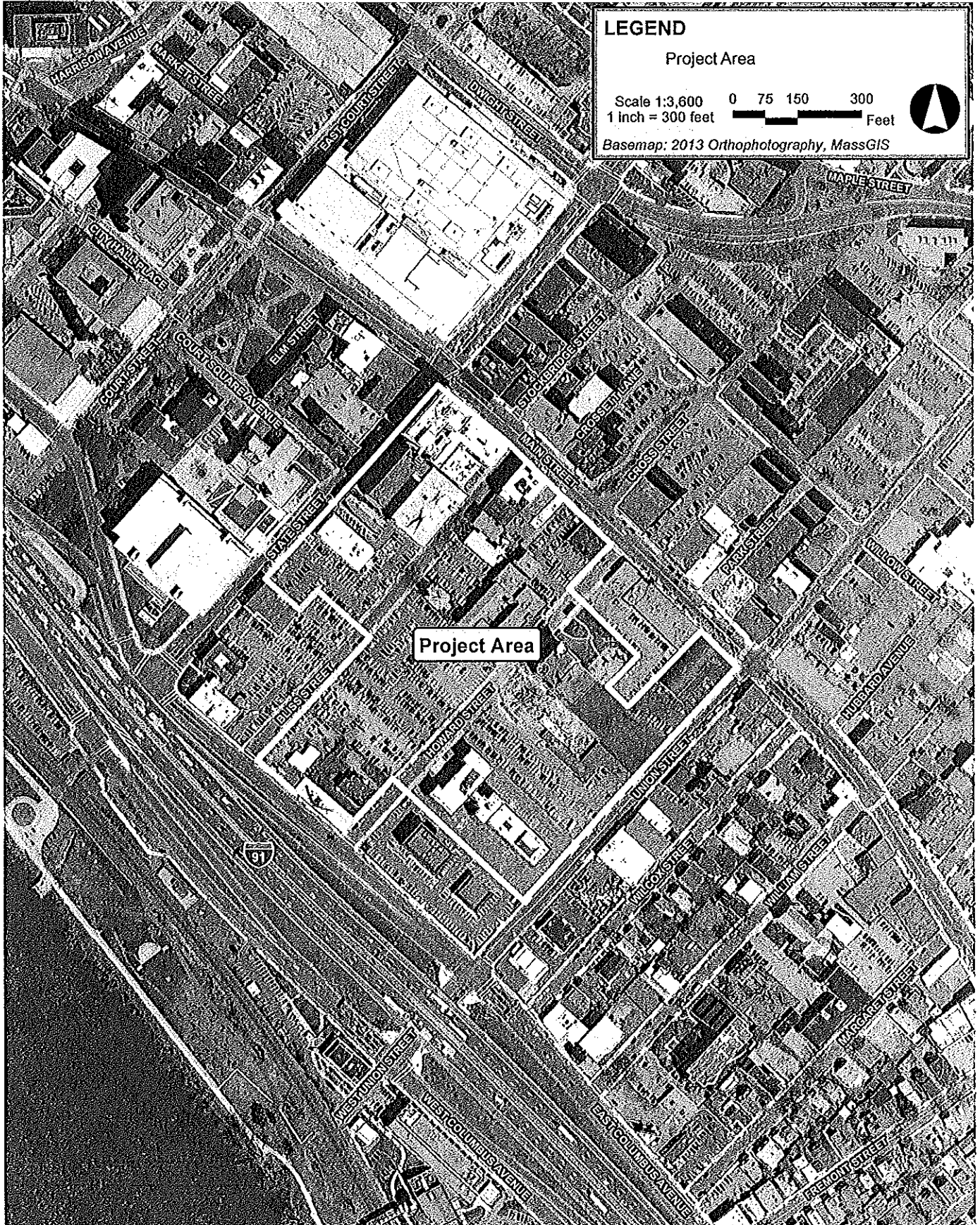
AN ORDINANCE

AMENDING SECTION 47 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by mapping the Casino Overlay District on Plot #3168, Section 47 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 47 Building Zone Map of the City of Springfield."

RECEIVED
2014 DEC 18 A 11:42
CITY CLERK'S OFFICE
SPRINGFIELD, MA

G:\Projects\21\WAI\Springfield\GIS\3530\FEIR\Aerial.mxd



Attachment: 3168_Casino_Overlay_District_2014_CC (2907 : State St, Main Stg, Union St, E. Columbus Ave)

MGM Springfield Springfield, Massachusetts

epsilon
ASSOCIATES INC.

Figure 2-2
Aerial Locus Map

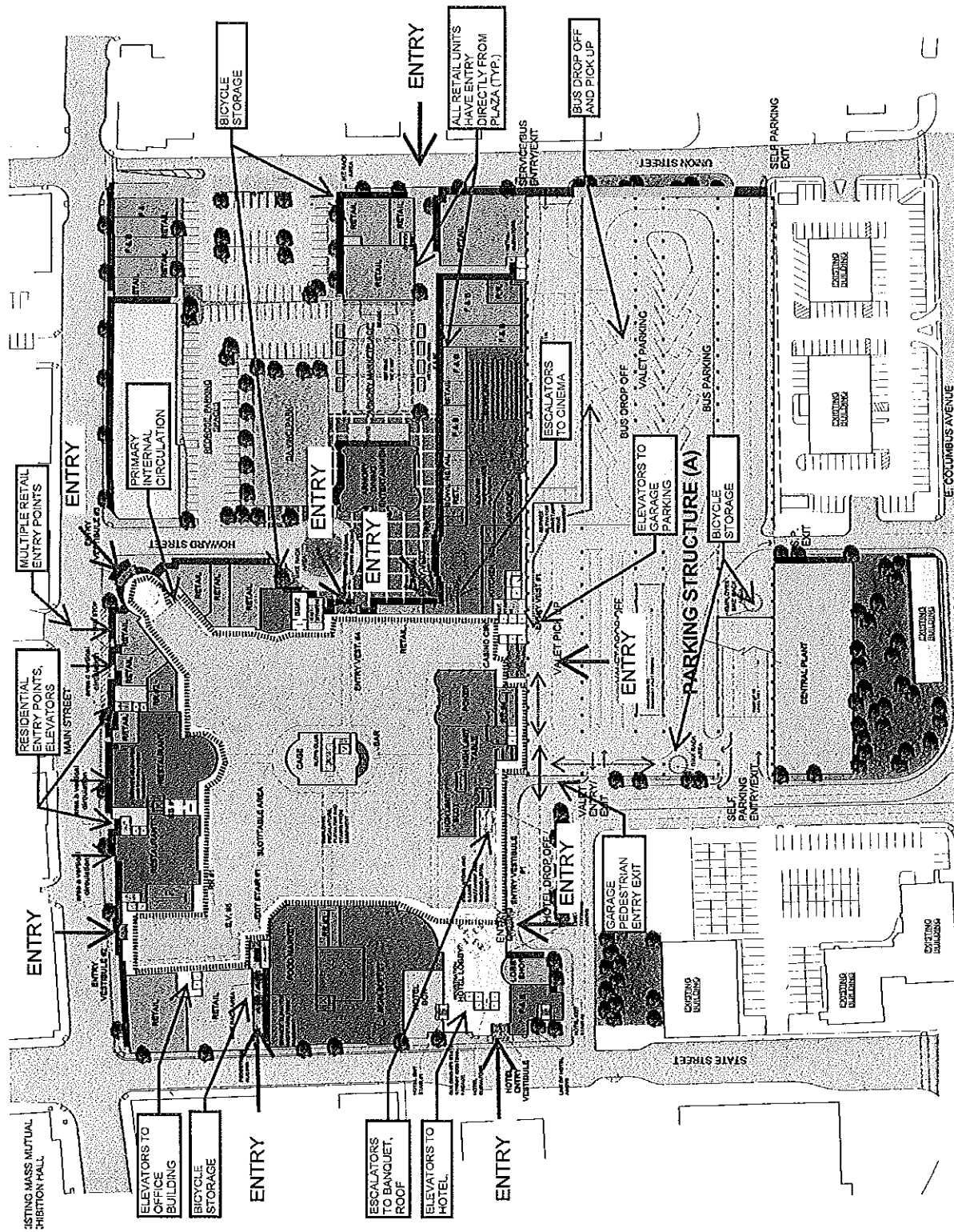
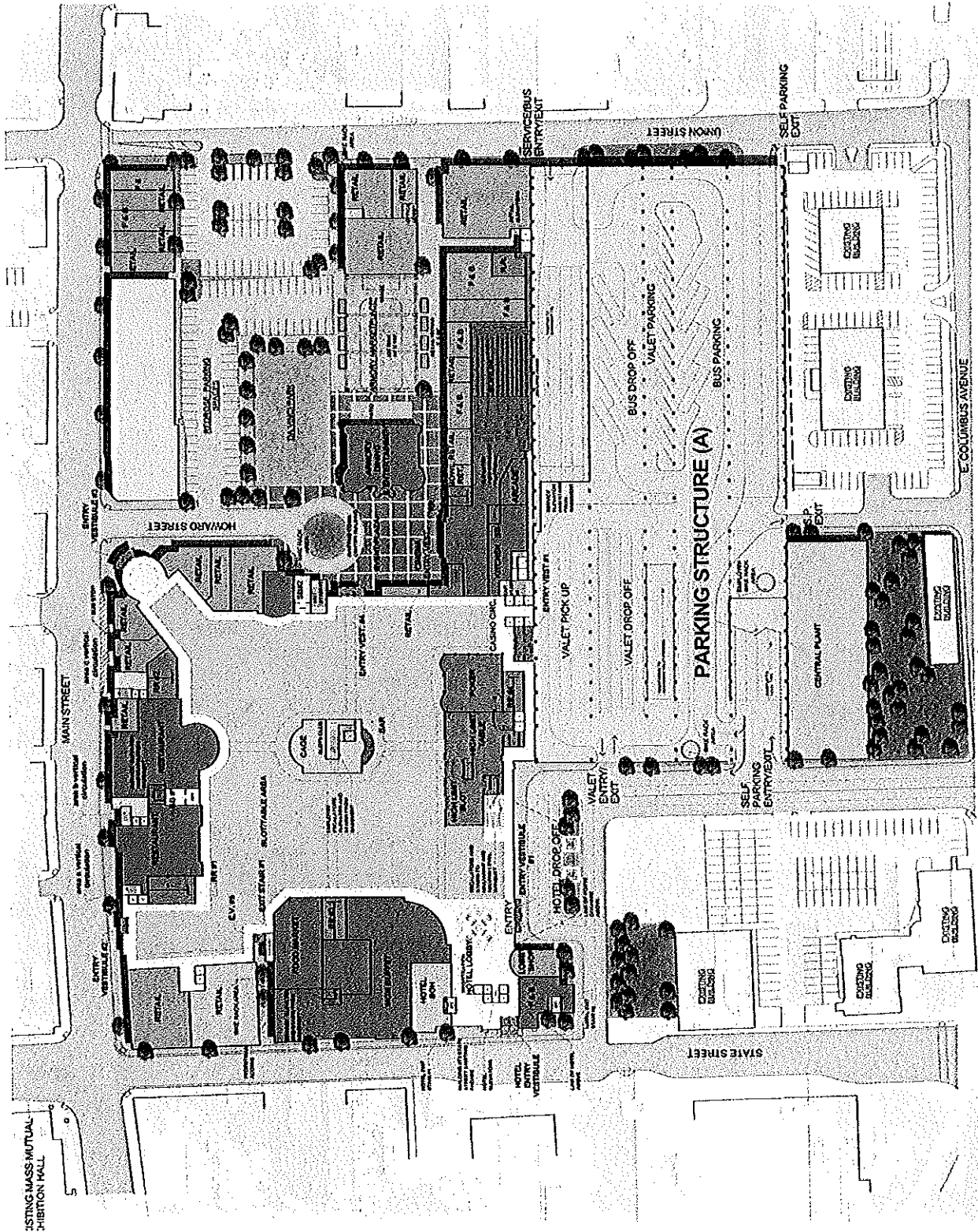


Figure 2-3
Ground Floor Site Plan



MGM Springfield Springfield, Massachusetts

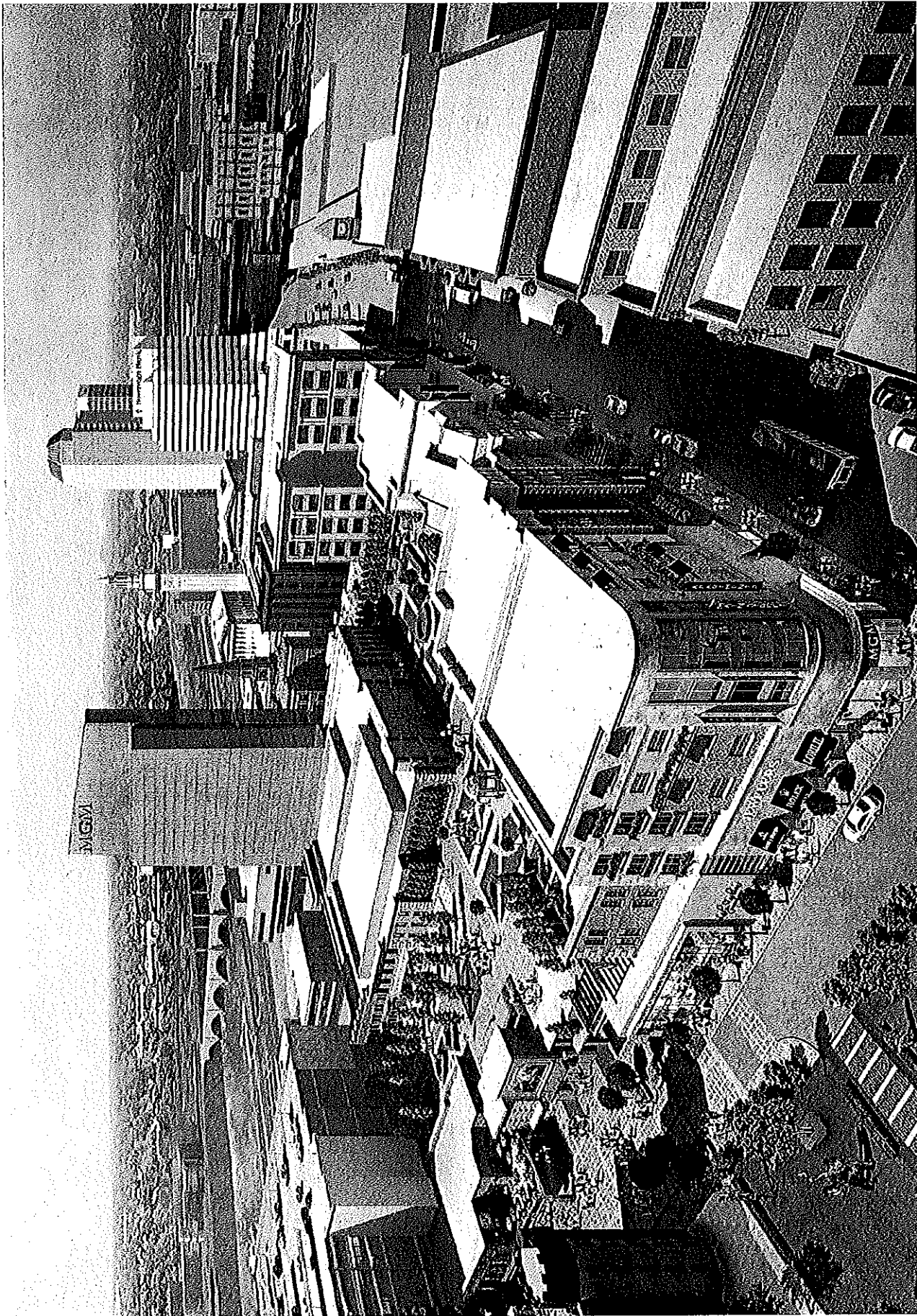




MGM Springfield Springfield, Massachusetts

Figure 2-4
View from Main Street

Attachment: 3168_Casino_Overlay_District_2014_CC (2907 : State St, Main Stg, Union St, E. Columbus Ave)



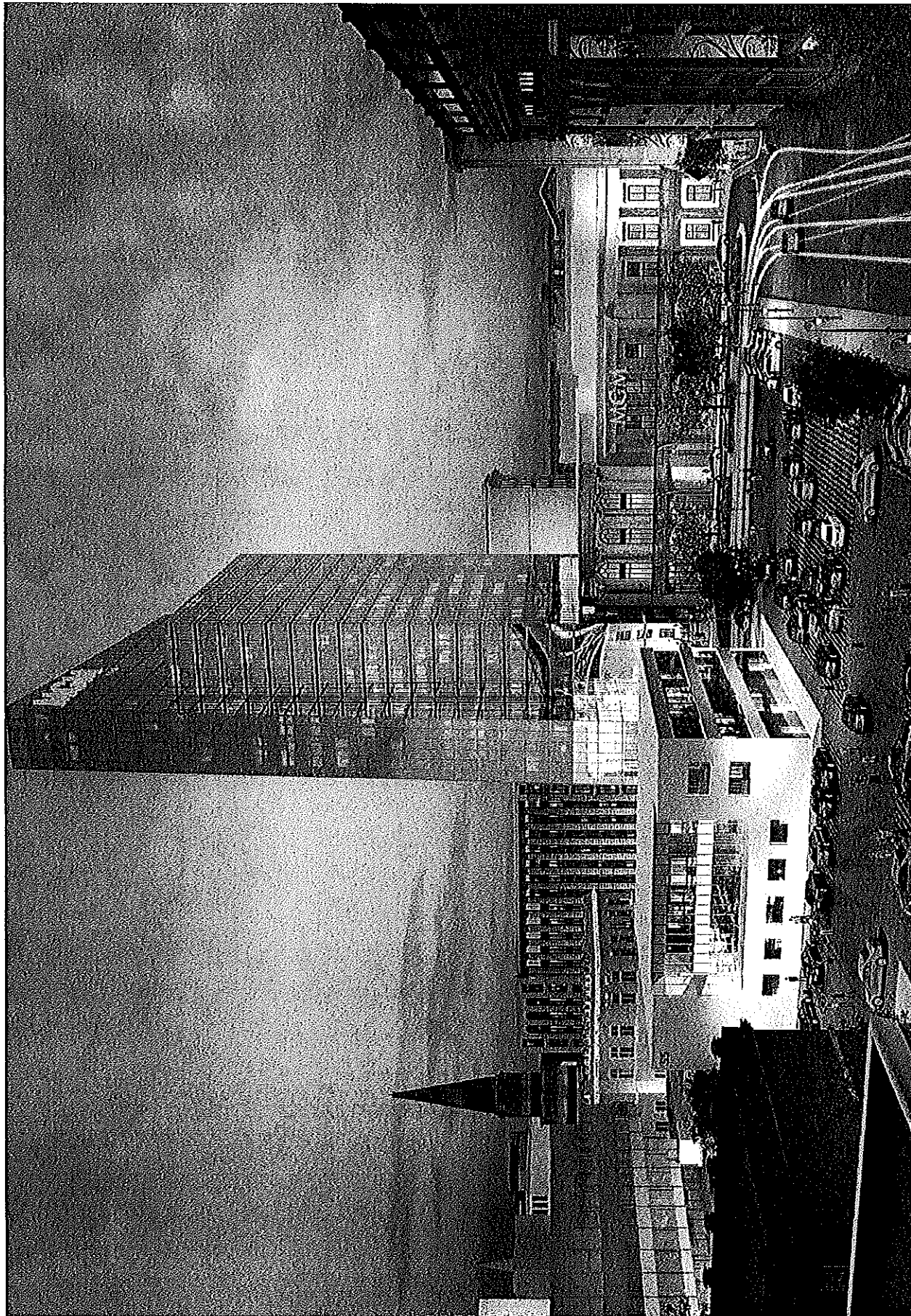
MGM Springfield Springfield, Massachusetts

Figure 2-5
Aerial Perspective

Attachment: 3168_Casino_Overlay_District_2014_CC (2907 : State St, Main Stg, Union St, E. Columbus Ave)



MGM Springfield Springfield, Massachusetts



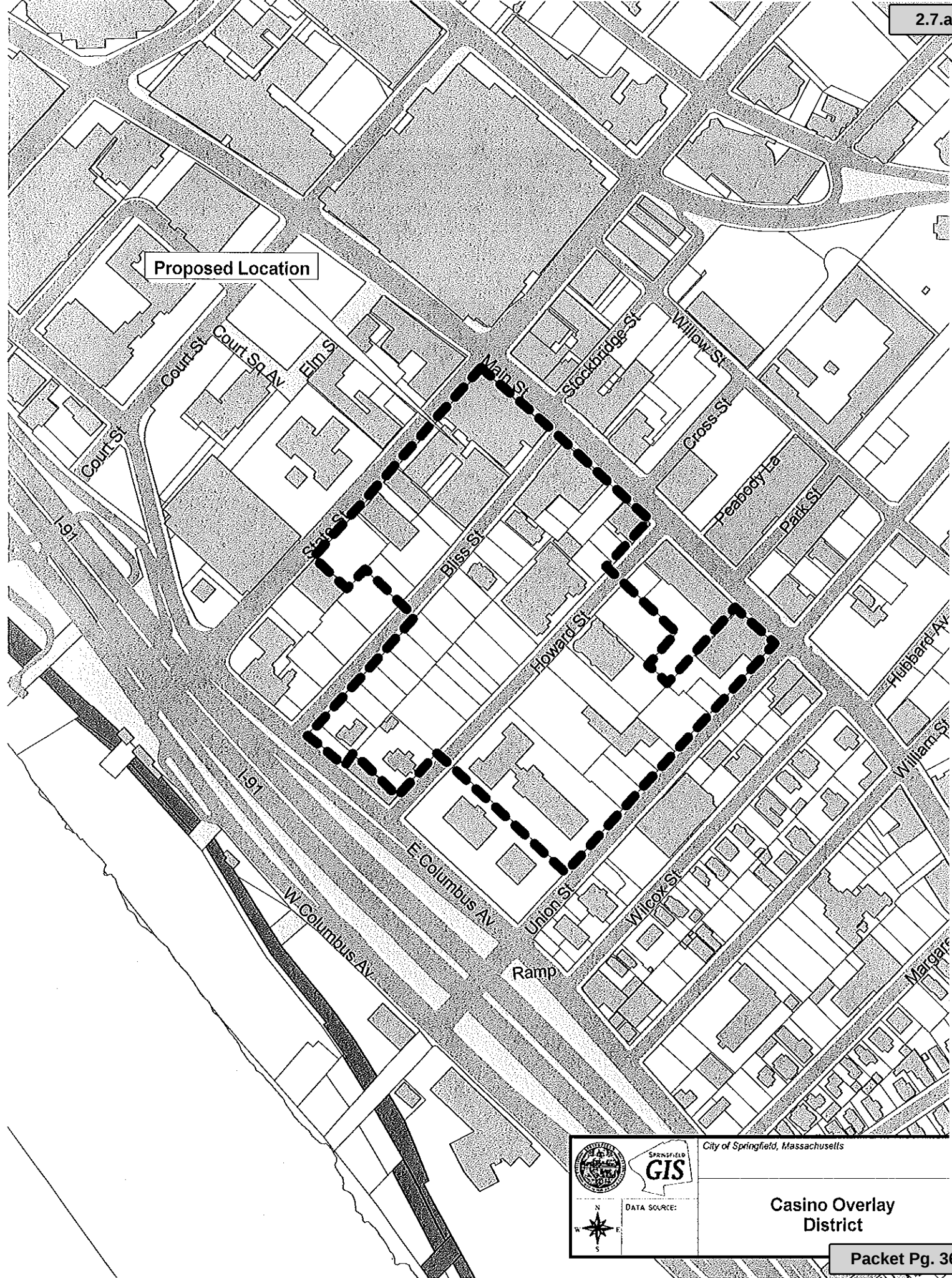
MGM Springfield Springfield, Massachusetts

Epsilon
CONSULTING, INC.

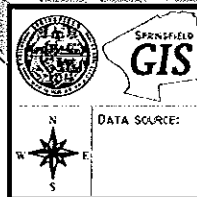
Figure 2-7
View of Hotel Tower

Attachment: 3168_Casino_Overlay_District_2014_CC (2907 : State St, Main Stg, Union St, E. Columbus Ave)

Proposed Location



Attachment: 3168 Casino Overlay District 2014 CC (2907 : State St, Main Stg, Union St, E. Columbus Ave)



City of Springfield, Massachusetts

Casino Overlay District



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2919

3.8

FY15 Shannon CSI Grant - No Match Required \$786,932.00 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a FY15 Shannon CSI Grant of \$786,932.00 from the Executive Office of Public Safety and Security and

WHEREAS, the purpose of the grant is for the Department to identify and work directly with gang members and youth at risk of becoming involved with gang activity to promote prevention, intervention, and suppression which will reduce gang related crime and youth violence; and

WHEREAS, the Department intends to use the grant funds to pay for police overtime, employee benefits, program supplies, salary expenses associated with a coordinator, and vendor contracts; 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:

FY15 Shannon CSI Grant - \$786,932.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 1-6-2015

Department Requesting Grant Setup Police

Department Phone # (Please include extension) 787-6385

Name and Title of Person to Contact in Case of Questions Lisa

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 88814

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

Private/Other

Grant Name: Shannon

Total Grant Amount Awarded: \$ 786,932

Attachment: SHANNON 2015 (2019 : FY15 Shannon CSI Grant - No Match Required \$786,932.00)

Is this a Reimbursable Grant?

(Y/N) N

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

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

Entity Name	Executive Office of Public Safety
Contact Person	Corine Pryme
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston MA 02116
Telephone	617-725-3370
Fax	617-725-0267
E-Mail	corine.pryme@state.ma.us

Actual Award Date 12/16/2014

Board Approval Date

Start Date 1/7/2015

Expiration Date 12/31/2015

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

2015 Shannon Anti-Gang 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) Two (2) payments

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

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

Attachment: SHANNON 2015 (2019 : FY15 Shannon CSI Grant - No Match Required \$786,932.00)

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

Org Code:

Object Codes: 506000 – \$300,155.16
530105 – \$486,776.84

Budget Roll-Up Codes: Yes

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


Signature

1/6/2015
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.

Award Amt \$ 786,932.00

SPD \$ 300,155.16
Coordinator/Admin \$ 55,000.00

\$ 355,155.16

Remaining \$ 431,776.84

Agency

MLK \$ 42,500.00

GNLCC \$ 45,000.00

Sal Army \$ 73,000.00

SECC \$ 40,000.00

SBGC \$ 42,000.00

YWCA \$ 30,000.00

Dunbar-YMCA \$ 55,000.00

ROCA \$ 33,000.00

NNCC \$ 31,271.00

COS-Afterschool \$ 40,005.84

Total \$ 431,776.84

Grand Total \$ 786,932.00

Attachment: SHANNON 2015 (2919 : FY15 Shannon CSI Grant - No Match Required \$786,932.00)



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security

Office of Grants & Research
 Ten Park Plaza, Suite 3720
 Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

617-725-0267

www.mass.gov/eopss

Deval L. Patrick
 Governor

Andrea J. Cabral
 Secretary

Ellen J. Frank
 Executive Director

December 16, 2014

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

Dear Mayor Sarno:

I am pleased to inform you that the City of Springfield has been awarded \$786,932.00 in FY2015 Senator Charles E. Shannon, Jr. Community Safety Initiative (Shannon CSI) funds to support the City of Springfield Community Safety Initiative. The Shannon CSI is intended to support regional and multi-disciplinary approaches to combat gang violence through coordinated programs for prevention, intervention, suppression, prosecution and reintegration.

The Commonwealth of Massachusetts Standard Contract Form (SC) and additional documentation for your review and signature will be forthcoming.

Throughout the project period, the Executive Office of Public Safety and Security will offer technical assistance and provide you with information regarding the availability of additional resources to support your multi-disciplinary efforts to combat gang violence. If you have any questions, please contact Michael Bishop at 617.725.3302 or via email at michael.p.bishop@state.ma.us. Congratulations on your award.

Sincerely,

Andrea J. Cabral
 Secretary of Public Safety and Security

cc: John Lewis, Springfield Police Department

Attachment: SHANNON 2015 (2019 : FY15 Shannon CSI Grant - No Match Required \$786,932.00)



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office Of Public Safety & Security	
Legal Address: (W-9, W-4,T&C): 130 Pearl Street, Springfield, MA 01105		Business Mailing Address: 10 Park Plaza -- Suite 3720, Boston, MA 02116	
Contract Manager: John Lewis		Billing Address (if different):	
E-Mail: jlewis@springfieldpolice.net		Contract Manager: Corine Pryme	
Phone: (413) 328-1971	Fax: (413) 787-6663	E-Mail: corine.pryme@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: (617) 725-3370	Fax: (617) 725-0267
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCEPSPY15SHANSRINGE	
☒ NEW CONTRACT		☐ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 786,932.00 ✓			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 2015 Shannon Anti-Gang Grant.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 2. may be incurred as of _____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of _____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>12/31/2015</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Domenic J. Sarno</u> Date: <u>12/30/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Domenic J. Sarno Print Title: Mayor		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Ellen Frank Print Title: Executive Director	



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2910

3.9

Balliet Park Renovation Grant - \$200,000 - Match Req'd (Mayor Sarno)

Whereas, Balliet Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City's priorities to provide recreational opportunities for all of its residents as evidenced in the City's most recent Open Space and Recreation Plan ("Plan"); and

Whereas, Balliet Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and

Whereas, Balliet Park's ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced ADA accessibility, path systems, improved drainage, playground equipment, play fields and park amenities, in addition to increasing the city's open space inventory by 6.47 acres; and

Whereas, the main focus of the design is to increase open space and improve the current conditions to be used as public park; and

Whereas, The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and

Whereas, The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and

Whereas, The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and

Whereas, The Balliet Park Improvement project will cost \$600,000, (six Hundred Thousand Dollars), and the PARC program requires the City to appropriate the full amount of the project costs; and

Whereas, The City has committed \$200,000.00 (Two Hundred Thousand Dollars) in municipal funds, and the additional \$400,000.00 (Four Hundred Thousand Dollars) which will be reimbursed by The Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities grant program, for the first phase of the project; and

Whereas, The Chief Administrative and Financial Officer 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 this City Council Order appropriating funds for the Project, and expending the grant funds once received, 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; and

Now therefore be it ordered: That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of Four-Hundred Thousand Dollars (\$400,000) for Balliet Park from the Parkland Acquisitions and Renovations for Communities grant program;

PAYGO CAPITAL FINANCE - 3416-10-133-0000-0000-0010-000000-0000000-580600-BALPK

APPROPRIATION ORDER AND

**RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS WITH AND FROM THE
COMMONWEALTH OF MASS., EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL
AFFAIRS
FOR THE “PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES”
FOR IMPROVEMENTS TO BALLIET PARK**



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
 100 Cambridge Street, Suite 900
 Boston, MA 02114

Deval L. Patrick
 GOVERNOR

Maeve Vallely Bartlett
 SECRETARY

Tel: (617) 626-1000
 Fax: (617) 626-1181

November 17, 2014

Laura Walsh
 Department of Parks, Buildings, and Recreation Management
 200 Trafton Road
 Springfield, MA 01108

Re: Balliet Park, PARC #38

Dear Ms. Walsh:

I am pleased to officially confirm that the Balliet Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$400,000 in state Parkland Acquisitions and Renovations for Communities (PARC) assistance. You will be working with Melissa Cryan of our staff on this project. She can be reached at (617) 626-1171 or melissa.cryan@state.ma.us.

Project deadline is June 1, 2016

Be advised that the sum of \$35,000 for design costs has been set-aside for encumbrance and expenditure in FY15. Please note that this figure is solely for expenditure in FY15. The remaining \$365,000 for construction will be executed for encumbrance of funds in FY16, which begins July 1, 2015. All construction work must be completed and closed out by June 1, 2016. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 70%. We can only reimburse your community for 70% of what you spend, even if this figure does not reach the maximum value of the grant award.

The project must be completed by June 1, 2016 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact Melissa without delay.

Next Steps

1. Execute the **PARC Project Agreements**. Enclosed are two copies of the PARC Project Agreement to be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact Melissa immediately if any changes or updates need to be made. If the document is correct, please have both signed and return both originals to Melissa for signature by Maeve Vallely Bartlett, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, at the Registry of Deeds, and to be copied for your audit file.
2. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, which is also enclosed, are signed and returned to our office. The Contractor Authorized Signatory Listing Form should be signed by whoever signed contract. Be sure to fill out both sides of the document. Only two names should appear on this document – the signatory and the notary. A sample form has been enclosed – please review it closely so that your form is filled out correctly.

3. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until after July 1, 2015. Please note that we are unable to reimburse the community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A **quarterly report form** is also enclosed, which is due by the first business day of March, June, September, and December while the project is active.

Reimbursement will be contingent upon Springfield satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2015.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project) and a marginal notation entered on the deed to the property, is returned.
3. The construction must be started after July 1, 2015 and must be closed out by June 1, 2016.

Legally Protected Recreation Land – Springfield's Commitment

Please remember that according to Article 97 of the Massachusetts General Laws, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

Project Sponsor's Workshop

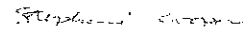
Please carefully review all the enclosed information, and plan to attend the Project Sponsor's Workshop. This is a short, but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. The same workshop will be offered in two different dates and locations. The first will be held on Tuesday, December 16, 2014 at 11:00 am at the Department of Agricultural Resources office in Amherst at 101 University Drive, Suite C4. The second will be held on Wednesday, December 17, 2014 at 2:00 pm at 100 Cambridge Street, 9th Floor. Please RSVP to Melissa as to who will be attending from your office.

Congratulations on your successful application to the PARC program, and I look forward to meeting with you this month.

Sincerely,



Robert O'Connor
Director



Stephanie Cooper
Assistant Secretary

enc.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: January 7, 2015
Re: Order for Council Meeting – January 12, 2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the January 12, 2015 City Council meeting regarding a State grant for the renovations of the Thomas M. Balliet Park.

Background: The Parks Department has been awarded a Parkland Acquisitions and Renovations for Communities (PARC) grant from the Executive Office of Energy and Environmental Affairs (EEA). The grant award allows for a maximum reimbursement of \$400,000, and requires a City match of \$200,000. The total project budget is \$600,000 and will fund site renovations at the Thomas M. Balliet Park.

The EEA will begin reimbursements in FY2016, and the City's match of \$200,000 will be funded through a current year (FY15) PAYGO Finance and Capital account.

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 - Balliet Renovations (2910 : Balliet Park Renovation Grant - \$200,000 - Match Req'd)



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2896

3.10

Governor's Highway Safety Traffic Enforcement Grant - No Match \$140,000 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a Governor's Highway Safety Traffic Enforcement Grant \$140,000.00 From the Executive Office of Public Safety; and

WHEREAS, the purpose of the grant is for the Department to proceed with the FFY15 Traffic Enforcement Program; and

WHEREAS, the Department intends to use the grant funds for enforcement and administration to be conducted by the Springfield Police Department for traffic programs including: Speed and Aggressive Driving, Drive Sober or Get Pulled Over, Distracted Driving and Click It or Ticket; 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:

Governor's Highway Safety Traffic Enforcement Grant - \$140,000



Deval L. Patrick
Governor

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security

One Ashburton Place, Room 2133
Boston, Massachusetts 02108

Tel: (617) 727-7775
TTY Tel: (617) 727-6618
Fax: (617) 727-4764
www.mass.gov/eopss

Andrea J. Cabral
Secretary

October 22, 2014

Commissioner John Barbieri
Springfield Police Department
130 Pearl Street
Springfield, MA 01105

Dear Commissioner Barbieri:

I am pleased to inform you that your FFY 2015 Traffic Enforcement Grant Application has been approved for funding.

Your maximum award amount is \$140000. Your department is eligible for \$28000 per each of the five mobilizations listed below.

Speed and Aggressive Driving	October 10, 2014 – October 31, 2014
Drive Sober or Get Pulled Over	December 1, 2014 – January 1, 2015
Distracted Driving	April 10, 2015 – May 1, 2015
Click It or Ticket (CIOT)	May 18, 2015 – May 31, 2015
Drive Sober or Get Pulled Over	August 21, 2015 – September 7, 2015

You will not be reimbursed for any costs incurred in advance of the date of the first mobilization, nor any costs incurred outside of the FFY 2015 mobilization dates.

If you have any questions, please contact Lindsey Phelan, Program Coordinator, at (617) 725-3337 or by email at lindsey.phelan@state.ma.us. Congratulations on your award.

Sincerely,

Andrea J. Cabral
Secretary of Public Safety and Security

Attachment: Traffic Grant Award Letter (2896 : Governor's Highway Safety Traffic Enforcement Grant - No Match \$140,000)

C# 20130622



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security, Office of Grants & Research MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 130 Pearl Street, Springfield, MA 01105		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Sgt. Brian Elliott		Billing Address (if different):	
E-Mail: bellotti@springfieldpolice.net		Contract Manager: Diane Perrier	
Phone: 413-787-6318	Fax: 413-787-6663	E-Mail: Diane.Perrier@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-725-3301	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: Application	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): T In the state accounting system by sufficient ☒ Rate Contract (No Maximum Obligation) ☐ Maximum Obligation Contract Enter: _____		In accordance with the terms of this Contract will be supported monwealth owed debts under 815 CMR 9.00. changes if rates or terms are being amended.) ontract is being amended). \$ _____	
PROMPT PAYMENT DISCOUNTS (PPD) Identify a PPD as follows: Payment issued 30 days ____ % PPD. If PPD percentages a payment (subsequent payments scheduled		receipt. Contractors requesting accelerated payments must rent issued within 20 days ____ % PPD; Payment issued within y/legal or Ready Payments (G.L. c. 29, § 23A); ____ only Initial Policy.)	
BRIEF DESCRIPTION OF CONTRACT PE of performance or what is being amended fr Highway Safety Traffic Enforcement Gra CFDA# 20.600		impose, fiscal year(s) and a detailed description of the scope ions.) s during the next 5 years	
ANTICIPATED START DATE: (Complete) ☒ 1. may be incurred as of the Effective Da ☐ 2. may be incurred as of _____, 20____, & ☐ 3. were incurred as of _____, 20____, a authorized to be made either as settleme attached and incorporated into this Con		Contract Amendment, that Contract obligations: to the Effective Date. curred <u>prior</u> to the Effective Date. for any obligations incurred prior to the Effective Date are and circumstances of all obligations under this Contract are her claims related to these obligations.	
CONTRACT END DATE: Contract perform amended, provided that the terms of this C completing any negotiated terms and warren		being incurred after this date unless the Contract is properly nation for the purpose of resolving any claim or dispute, for during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor. The Department or Contractor shall be responsible for ensuring that the Contractor or Amendment is executed by an authorized signatory of the Contractor. The Contractor makes all certifications and approvals. The Contractor makes all certifications and approvals. The Contractor makes all certifications and approvals. The Contractor makes all certifications and approvals.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR X: _____ (Signature and Date Must Be Handwritten) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		G SIGNATURE FOR THE COMMONWEALTH: <u>W. J. Frank</u> Date: <u>12-5-12</u> (Signature and Date Must Be Handwritten At Time of Signature) <u>Wen J. Frank</u> Print Title: <u>Executive Director</u>	

MULTI-YEAR
CONTRACT

2012 - 9/30/17

GHSB.

\$ 140,000

5 Deployments

Attachment: Traffic Grant Award Letter (2896 : Governor's Highway Safety Traffic Enforcement Grant - No Match \$140,000)

12-04-12A10:47 RCVD



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/23/2014

Department Requesting Grant Setup Police

Department Phone # (Please include extension) 787-6385

Name and Title of Person to Contact in Case of Questions Lisa Willis

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: Yes - 88014

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) Yes 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

XX State – City
Private/Other

Grant Name: Governor's Highway Safety Traffic Enforcement

Total Grant Amount Awarded: \$ 140,000

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

Entity Name	Executive Office of Public Safety
Contact Person	Diane Perrier
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston, MA 02116
Telephone	617-725-3301
Fax	617-725-0260
E-Mail	Diane.Perrier@state.ma.us

Actual Award Date

Board Approval Date

Start Date 10/01/2013

Expiration Date 9/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 20.600

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

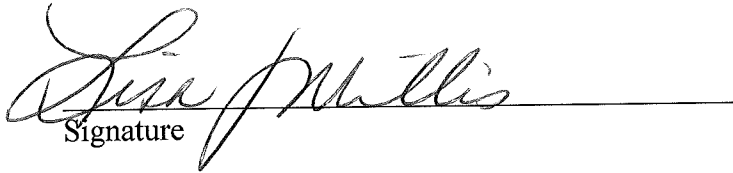
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28802100

Object Codes: 506000 -\$140,000

Budget Roll-Up Codes:

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


Signature

12-10-2014
Date

Please attach the following documents:

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

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



City of Springfield

SCHEDULED

3.11

Meeting: 01/12/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2909

Highway Safety Sustained Enforcement Program (STEP) Grant - No Match \$124,821.50 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a "Highway Safety Sustained Enforcement Program (STEP) Grant" of \$124,821.50 from the Executive Office Of Public Safety and Security (EOPSS); and

WHEREAS, the purpose of the grant is for the Department to proceed with the FFY14 Highway Safety Sustained Enforcement Program;

WHEREAS, the Department intends to use the grant funds for enforcement and administration to be conducted by the Springfield Police Department. This grant is a program in which the department was invited to participate. Because the department regularly participates in the Governor's Highway Safety Initiative that deploys 3-4 times per year, EOPSS recognized there was a significant gap in concentrated Chapter 90 enforcement. This program will provide funding to close that enforcement gap. Coordinated overtime deployments will focus on chronic problems areas based on crash data and other indicators; 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:

**Highway Safety Sustained Enforcement Program (STEP) Grant -
\$124,821.50**



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 12-31-2014

Department Requesting Grant Setup Police

Department Phone # (Please include extension) 787-6385

Name and Title of Person to Contact in Case of Questions Lisa Willis

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 69314

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

Grant Type:

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

XX

Grant Name: Highway Safety Sustained Enforcement Program (STEP)

Total Grant Amount Awarded: \$ 124821.520

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

Entity Name	Executive Office Of Public Safety
Contact Person	Diane Perrier
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston, MA 02116
Telephone	617-725-3301
Fax	617-725.0260
E-Mail	Diane.Perrier@state.ma.us

Actual Award Date

Board Approval Date

Start Date

Expiration Date September 30, 2015

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant Safety Sustained Traffic Enforcement Program (STEP)

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

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

Org Code:

Object Codes: 506000 - \$124,821.50

530105 - \$

542300 - \$

Budget Roll-Up Codes:

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


Signature

12/31/2014
Date

Please attach the following documents:

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

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

Mcnamara, Dorothy

From: Firlit, Deborah (EPS) [deborah.firlit@state.ma.us]
Sent: Tuesday, December 30, 2014 4:02 PM
To: Barbieri, John; Elliott, Brian; McNamara, Dorothy
Subject: SPRINGFIELD - FFY 2015 STEP Grant Approval and Authorization
Attachments: Springfield PD STEP 2015.pdf; FFY 2015 STEP SoS-a.doc
Importance: High

Good afternoon Commissioner Barbieri,

On behalf of the Executive Office of Public Safety and Security, Highway Safety Division, please accept this email and attachments as **authorization** for the Springfield Police Department to proceed with the FFY 2015 Sustained Enforcement (STEP) Grant Program, **effective December 30, 2014** as shown on your contract signed by Executive Director, Ellen Frank with an approved budget of **\$124,821.50** (*approx. \$109,824 for Enforcement; \$14,997.50 for Data Entry*). Please note that as federal funds become available, your grant award will be increased to the full amount of \$249,643 as requested on your application of which \$219,648 was requested for Enforcement patrols and \$29,995 for Data Entry.

NOTE: You will not be reimbursed for any costs incurred in advance of the contract effective date nor any costs incurred after September 30, 2015. Please keep a copy of this email in your files as proof of authorization to begin with your planned enforcement.

If you have any questions, please don't hesitate to contact me.

Thank you,
Deb

PLEASE CONFIRM RECEIPT OF THIS EMAIL.

Attachments:
Signed Contract
Scope of Services

NOTE: Reporting Forms for Enforcement Activity and Expenditure Reports (Enforcement and Data Entry) can be found on our website www.mass.gov/highwaysafety under the link, FFY 2015 Grant Opportunities.

Deborah Firlit
 Program Coordinator
 EOPSS/Highway Safety Division
 Ten Park Plaza, Suite 3720
 Boston, MA 02116
 T: 617-725-3356 F: 617-725-0260

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



C#20150754

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 130 Pearl Street, Springfield, MA 01105		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Sgt. Brian Elliott		Billing Address (if different):	
E-Mail: bellotti@springfieldpolice.net		Contract Manager: Diane Perrier	
Phone: 413-787-6318	Fax: 413-787-6663	E-Mail: Diane.Perrier@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-725-3301	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2015SPRINGFIELDSTEPX	
		RFR/Procurement or Other ID Number: Grant Application	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>124,821.50</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY2015 Highway Safety Sustained Traffic Enforcement Program (STEP) AL-15-12-12/OP-15-07-12			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/30</u> , 20 <u>15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Domenic J. Sarno</i></u> Date: <u>12/19/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor, City of Springfield</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>Ellen J. Frank</i></u> Date: <u>12-30-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ellen J. Frank</u> Print Title: <u>Executive Director</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



City of Springfield

SCHEDULED

3.12

Meeting: 01/12/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2905

Fire S.A.F.E. Grant - No Match Required - \$14,718 (Mayor Sarno)

WHEREAS, the Fire Department (“Department”) has been awarded a grant from the Massachusetts Executive Office of Public Safety and Security in the amount of \$14,718.00; and

WHEREAS, the grant is intended to support the City’s Student Awareness of Fire Education (S.A.F.E.) and Senior (S.A.F.E.) programs; and

WHEREAS, the Department intends to use the grant funds in support of fire prevention training for students and seniors, general home safety and how to be better prepared in the event of a fire; 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:

S.A.F.E. and Senior S.A.F.E. Grant - \$14,718.00



DEVAL L. PATRICK
GOVERNOR

ANDREA J. CABRAL
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567~3100 Fax: (978) 567~3121

www.mass.gov/dfs



STEPHEN D. COAN
STATE FIRE MARSHAL

December 12, 2014

Commissioner Joseph Conant
Springfield Fire Department
605 Worthington Street
Springfield, MA 01105

Dear Commissioner Conant:

I am pleased to inform you that your FY 2015 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant applications have been approved for funding. The Springfield Fire Department has been awarded \$11123.00 for the S.A.F.E. grant and \$3595.00 for Senior SAFE.

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. We expect the funds to be electronically distributed on or about December 24, 2014.

All grantees are required to submit the FY 2014 year-end report to DFS by January 31, 2015. If there are any unexpended funds, the grantee may apply for a one-time 6-month extension, which will be part of the year-end report form. At the close of the single 6-month extension, all unexpended funds must be returned to the Commonwealth. At this time, any prior year remaining funds must be returned to the Commonwealth.

Twenty years ago, the fire service advocated to the legislature for the creation of the S.A.F.E. program. Since that time average annual child fire deaths have been reduced by 72%. Last year, the S.A.F.E. program was expanded to offer funds to local communities in support of senior fire prevention training. Seniors are the most vulnerable of populations at risk of fire related deaths. This program is aimed at educating seniors on fire prevention, general home safety and how to be better prepared in the event of a fire. It is our hope that with this opportunity we can recreate the success with our older population that we have had with children.

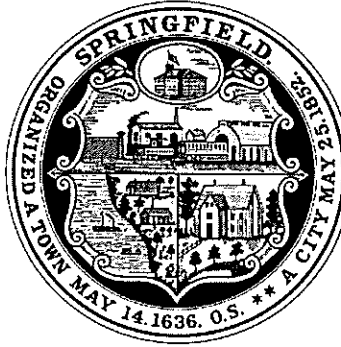
I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens. If you have any questions, please feel free to contact Cynthia Ouellette at (978) 567-3381 or the S.A.F.E. staff at (978) 567-3388.

Sincerely,

Stephen D. Coan
State Fire Marshal

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

Attachment: SAFE Grant Award Letter (2905 : Fire S.A.F.E. Grant - No Match Required - \$14,718)



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	12.18.14
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	750.2423
Name and Title of Person to Contact in Case of Questions	Erica Floyd, Director of Finance and Admin

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 80514

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
Private/Other

Grant Name: FY15 Student Awareness of Fire Education and Senior SAFE grant
(SAFE)

Total Grant Amount Awarded: \$

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

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

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

Entity Name	The Commonwealth of Massachusetts
Contact Person	Stephen D. Coan
Street Address	PO Box 1025 – State Road
City, State, Zip Code	Stow, MA 01775
Telephone	978-567-3100
Fax	978-567-3121
E-Mail	

Actual Award Date 12/12/2014

Board Approval Date

Start Date 01/01/2015

Expiration Date 12/31/2015

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Public Education FY15 Student Awareness and Senior SAFE

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)

Attachment: SAFE Grant Setup Form (2905 : Fire S.A.F.E. Grant - No Match Required - \$14,718)

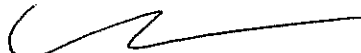
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28052232

Object Codes: 506000 - \$6,000
531020 - \$500
551700 - \$7,718
571100 - \$500

Budget Roll-Up Codes: Please set up

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



Signature

12-18-14
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

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2889

3.13

Homeless Youth Count Grant - No Match - \$5,000.00 (Mayor Sarno)

WHEREAS, the Community Development Department ("Department") has been awarded a "Homeless Youth Count Grant" of \$5,000.00 from the Massachusetts Department of Housing and Community Development; and

WHEREAS, the purpose of the grant is to allow the Hampden County Continuum of Care to develop of better understanding of the scope and needs of unaccompanied homeless youth individuals; and

WHEREAS, the Department intends to use the grant funds to conduct a count and survey of unaccompanied homeless youth during this year's Point In Time count; 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:

Homeless Youth Count Grant - \$5,000.00



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
 COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ◆ Aaron Gornstein, Undersecretary

October 2, 2014

Gerry McCafferty
 City of Springfield
 1600 E. Columbus Ave.
 Springfield, MA 01103

Dear Ms. McCafferty,

The Unaccompanied Homeless Youth Commission was established in 2012 and has been working since to outline a strategy for better understanding the scope and needs of unaccompanied homeless youth. Fortunately this year the state's budget includes resources to enhance the work of the Commission. As a result, I am pleased to inform you that the Department of Housing and Community Development will make a grant of \$5,000 available to the Hampden County Continuum of Care in order to support efforts to conduct a count and survey of unaccompanied homeless youth during this year's Point In Time count. Expenses are permitted between the dates of 10/1/14 and 6/30/15.

Participation by the Hampden County CoC will be important for our statewide goal conducting the second annual statewide count of unaccompanied homeless youth and obtaining an improved statewide data set that will inform policy and program design. With a clearer understanding of this vulnerable population we will all be better positioned to allocate resources in a more effective and efficient manner, with the ultimate goal of ending homelessness among youth.

Enclosed with this letter is a Scope of Services and an outline of required reporting elements associated with the grant. Please review these. I will be in touch with you soon to discuss additional details and answer any questions you may have. The budget you submitted with your application has been approved and should guide expenditures. Invoices may be submitted monthly by the 10th day after the end of each month and should be submitted via email to liz.rogers@state.ma.us or by mail to Liz Rogers, 100 Cambridge St., Suite 400, Boston, MA 02114. Invoices must be accompanied by supporting documentation, such as receipts.

Additionally, you will soon receive an invitation to attend an upcoming conference where all CoCs will have the opportunity to share their approaches to planning and executing this statewide count.

Thank you for your commitment to homeless youth and your partnership in the MA Youth Count effort.

Sincerely,

Elizabeth Rogers
 Executive Director
 Interagency Council on Housing and Homelessness

Enclosures

Attachment: Homeless Youth Grant Award Letter & Set-Up Form (2889 : Homeless Youth Count Grant - No Match - \$5,000.00)



Commonwealth of Massachusetts

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Deval L. Patrick, Governor ♦ Aaron Gornstein, Undersecretary

Massachusetts Youth Count

SCOPE OF SERVICES

The Continuum of Care shall perform the following functions and activities:

A. Point In Time Count Administration

1. Conducting a count of unaccompanied homeless youth in the Continuum of Care service geographic footprint.
The Continuum of Care shall be responsible for conducting a census of all unaccompanied homeless youth on the date of the annual Point In Time Count as required by the U.S. Department of Housing and Urban Development (HUD). The count should include at a minimum those youth who meet the criteria described in paragraph 1 of HUD's Homeless Definition Final Rule and who are not in foster care, wards of the state, or otherwise under government custody or supervision as of the night designated for the count. The Continuum of Care may also count other youth defined as homeless by some other entity, such as the Runaway and Homeless Youth Act, though this may only be used for planning purposes and cannot be reported to HUD. The Homeless Definition Final Rule can be found at: https://www.onecpd.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf
2. Engaging partners in a local planning committee to assist in the identification of unaccompanied homeless youth during the Point In Time count.
The Continuum of Care shall be responsible for serving as the lead coordinating agency for the count, but shall also engage additional community partners to assist in the effort. This could include housing and service providers, government entities, youth-serving agencies, LGBTQ-serving agencies, and other community-based nonprofits.

B. Survey Administration

1. Administer a survey to unaccompanied homeless youth.

The Continuum of Care shall be responsible for administering a survey to unaccompanied homeless youth over the course of the week following the Point In Time Count. For example, if the count is scheduled for a Wednesday, the survey should be administered over the course of the seven days immediately following the PIT, starting with Thursday. The survey tool used will be provided to the Continuum of Care by the Department of Housing and Community Development, and will be used statewide in order to collect a



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 12/12/14

Department Requesting Grant Setup CD

Department Phone # (Please include extension) 6500

Name and Title of Person to Contact in Case of Questions Gerry
McCafferty

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 89294

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

Grant Type:

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

X

Grant Name: Homeless Youth Count

Total Grant Amount Awarded: \$ 5000.00

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

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

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name	Comm of MA - DHCD
Contact Person	Elizabeth Rogers
Street Address	100 Cambridge Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-573-1100
Fax	
E-Mail	

Actual Award Date 10/2/2014

Board Approval Date

Start Date 10/1/2014

Expiration Date 6/30/2015

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

To support efforts to conduct a count and survey of unaccompanied homeless youth during this year's Point In Time count.

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) one time draw

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

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

Attachment: Homeless Youth Grant Award Letter & Set-Up Form (2889 : Homeless Youth Count Grant - No Match - \$5,000.00)

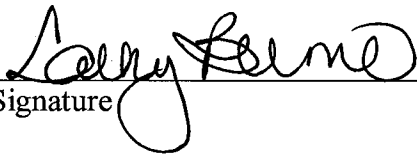
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

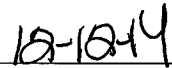
Org Code: please match the set up for project #89294

Object Codes:

Budget Roll-Up Codes:

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


Signature


Date

Please attach the following documents:

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

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



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2911

3.14

Fire Donation - \$54.10 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has received a donation of \$54.10 From Columbia Gas of Massachusetts ("Donor"); and

WHEREAS, the Donor requests that the funds shall be used for the purpose of the Fire Department as requested by the donor; and

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

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

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

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

Fire Department Donation - \$54.10

Columbia Gas of Massachusetts
2025 Roosevelt Avenue
Springfield, MA 01104

Commissioner,

12/29/14

I had mentioned this check
at the last FARM meeting.
I've also enclosed Bob's note.

It's too cumbersome to return
it so please put it toward
something you need or something
we will be asked to sponsor in
2015.

Thanks so much. Wishing you
a safe New Year ~ and always.
Andrea

Attachment: Columbia Gas Donation (2011 : Fire Donation - \$54.10)

CITY OF SPRINGFIELD

In the City Council, _____, 2015

**AN ORDER AUTHORIZING THE EXPENDITURE OF
A DONATION FROM COLUMBIA GAS OF MASS.
BY THE FIRE DEPT.**

WHEREAS, the Fire Department has been awarded a donation of \$54.10 from Columbia Gas of Mass, P.O. Box 30130, College Station, TX 77842

WHEREAS, The funds provided shall be deposited to the Admin donation account as requested by the donor therefore \$54.10 will be applied to the Admin account.

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

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

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

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

Fire Department Donation \$ 54.10

Columbia Gas of Mass, P.O. Box 30130, College Station, TX 77842

PM#72333

Attachment: Columbia Gas Donation (2911 : Fire Donation - \$54.10)

DOCUMENT CONTAINS ANTI-COPY VOID PANTOGRAPH, MICRO PRINT BORDER, VERIFICATION BOX (TO RIGHT OF ARROW, HOLD BETWEEN THUMB AND FOREFINGER, OR BREATHE ON IT, COLOR WILL DISAPPEAR, THEN REAPPEAR), AND A SIMULATED WATERMARK ON THE BACK

COLUMBIA GAS OF MASSACHUSETTS

PO BOX 30130
COLLEGE STATION, TX 77842

60-160/433

CHECK DATE

09/12/2014

CHECK NUMBER

5080026098

PAY...FIFTY FOUR DOLLARS 10 CENTS

VALID FOR 180 DAYS

TO
THE
ORDER
OF:

SPRINGFIELD FIRE DEPARTMENT
605 WORTHINGTON STREET
SPRINGFIELD, MA 01105-1112

\$*****54.10

THE BANK OF NEW YORK MELLON
PITTSBURGH, PENNSYLVANIA



⑈5080026098⑈ ⑆043301601⑆ 106⑈4428⑈

Attachment: Columbia Gas Donation (2911 : Fire Donation - \$54.10)



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2914 A

3.15

Donation of Goods - Scibelli & ViVenzio, P.C. (Mayor Sarno)

WHEREAS, Scibelli & ViVenzio, P.C. has offered to donate a conference table to the City of Springfield, to be used by the Human Resources and Labor Relations Department ("Department"); and

WHEREAS, the Department plans to use the table to enhance office work areas; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor authorize acceptance of the table; 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 1/2, that the City Council hereby accepts the donation of the plants, flowers, and mulch from the Home Depot Foundation on behalf of the City, and authorizes the Department to use the gift, without specific appropriation.


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
ORDINANCE (ID # 2923)

Meeting: 01/12/15 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: President - Ward 2 Councilor Michael A. Fenton

DOC ID: 2923 A

Casino Ethics Ordinance

Ethics - Chapter 38

Casino Ethics Ordinance

ORD. NO. _____

AN ORDINANCE ENTITLED THE CASINO ETHICS ORDINANCE TO AMEND the Code of the City of Springfield, Article I of Chapter 38 thereof, entitled Ethics, by inserting a Section 32.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1. Article V of Chapter 38, Ethics, of the Code of the City of Springfield, is hereby amended by inserting a new Section 32 as follows:

Section 32. Casino Ethics Ordinance. Notwithstanding Chapters 268A and 268B of Massachusetts General Law and any other state or federal rule or regulation to the contrary, the following shall apply in the City of Springfield or any subdivision thereof:

- (a) No member of the Springfield City Council shall hold a direct or indirect interest in, or be employed by, the Region B licensee (as the terms are defined in M.G.L. c. 23k) for a period of 5 years after the termination of their service as a member of the City Council.
- (b) The Mayor of the City of Springfield shall not hold a direct or indirect interest in, or be employed by, the Region B licensee (as the terms are defined in M.G.L. c. 23k) for a period of 5 years after the termination of his or her service as the Mayor of the City of Springfield.
- (c) No employee of the City of Springfield or any subdivision thereof in a major policymaking position, shall acquire an interest in, or accept employment with, the Region B licensee (as the terms are defined in M.G.L. c. 23k) for a period of 2 years after the termination of employment with the City of Springfield or any subdivision thereof. For the purposes of this section a "major policymaking position" shall be defined as the executive or administrative head of any city departments and any person whose salary equals or exceeds that of \$60,000 and who reports directly to the administrative head of any city department or persons exercising similar authority.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 2894)

Meeting: 01/12/15 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

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

DOC ID: 2894 B

Article VII. Door-To Door Sales

Chapter 279 Article VII Door-to-Door Sales - Proposed Ordinance

ORD. NO. ____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 279 thereof, entitled Peddling and Soliciting, by adding Article VII entitled Door-to-Door Sales.

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

Article VII. Door to Door Sales

§ 279-38. Definition, door-to-door sales.

No person shall engage in the activity door-to-door sales, as defined in this Article, within the City of Springfield, unless they have received a license from the Police Commissioner or his designee.

§ 279-39. Definition, door-to-door sales.

The in-person solicitation of sales of goods or services for present or future delivery by entry upon residential property or soliciting a person, located on residential property, from a street, sidewalk, or other adjacent property without prior invitation of the person to be solicited.

§ 279-40. Qualification of licensee

The Police Commissioner or his designee shall have authority to grant one such license to any person of good repute for morals and integrity who is a citizen of the United States or Permanent Resident.

§ 279-41. Duration of license

Licenses shall bear the date of the day on which they are issued and, unless sooner revoked by the Police Commissioner or his designee, shall continue in force for one year from such date.

§ 279-42. Fees

- A. Each person shall pay a \$25 fee to apply for said license.
- B. Any person, who resides within the City of Springfield and is under the age of 18 shall not pay a fee for a license under this Article.

§ 279-43. Exhibition of license on demand.

Any licensee who fails, neglects or refuses to exhibit his license when the same is demanded of him by a police officer shall be subject to the same penalty as if he had no license.

§ 279-44. Licenses issued by commonwealth.

Nothing in this article shall be construed as conflicting with any license issued under the authority of the commonwealth.

§ 279-45. Revocation of license.

Any license granted under this article or any ordinance may be revoked by the Police Commissioner or his designee upon violation of this section.

§ 279-46. Violations and Penalties; Enforcement

Any person who violates a provision of this article shall pay a fine of \$50 for each day which the violation is committed, continued or permitted.

HISTORY:

12/15/14 City Council

FIRST STEP



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2913

4.18

An Order Authorizing the Submission of Statements of Interest to the Mass. School Building Authority (Mayor Sarno)

WHEREAS, the Superintendent of Schools, working with the Facilities Department, wishes to submit thirteen (13) Statements of Interest to the Massachusetts School Building Authority (MSBA) in an effort to secure funding for repairs and improvements at the following schools: Balliet Elementary; Brightwood School; Brunton Elementary; Dorman School; Gerena Community School; Homer Street School; Kensington Avenue Elementary; Mary Lynch Elementary; SAFE Berkshire School; STEM Middle School; and

WHEREAS, Statements of Interest must be approved by the City Council prior to submission to the MSBA;

NOW THEREFORE, BE IT ORDERED, that the City Council, by means of the votes attached hereto, authorizes the Superintendent of Schools to submit the above-referenced Statements of Interest to the MSBA.

Future Project Requests – ROOFS

2015	2016	2017	2018
Balliet Elementary	Bowles Elementary	Indian Orchard Elementary	
Lynch Elementary	Deberry Elementary	Boland Elementary	
STEM Middle Academy	Commerce High School	Brightwood Elementary	
Brunton Elementary	Summer Elementary	Harris Elementary	
Kensington Elementary	Glenwood Elementary		
Dorman Elementary	Lincoln Elementary	Van Sickle School Campus	

Future Project Requests – WINDOWS & DOORS

2015	2016	2017	2018
Brunton Elementary	Talmadge Elementary	Kiley Middle School	Washington
Walsh Elementary	Balliet Middle School (Designed)	Gerena Elementary	South End Middle
SAFE – Berkshire School	Zanetti Elementary (Designed)	DeBerry	

35

Future Project Requests - CORE PROGRAM & HVAC SYSTEMS

2015	2016	2017	2018
Brunton	Bowles Elementary	Glickman Elementary	
Brightwood	Balliet Elementary	Zanetti Elementary	
Homer	SAFE - Berkshire Av.	Balliet Middle School	
Gerena	Milton Bradley Elementary	Glenwood	
	Kiley Middle School		

36

MSBA Projects Request 2015

Roofs

Balliet Elementary	52 Rosewell St., 01109
Mary Lynch Elementary	315 North Branch Parkway, 01119
STEM Middle Academy	60 Alton St., 01109
Brunton Elementary	1801 Parker St., 01128
Kensington Elementary	31 Kensington Ave., 01108
Dorman Elementary	20 Lydia St., 01109

Windows & Doors

Brunton Elementary	1801 Parker St., 01128
Mary Walsh Elementary	50 Empress Ct., 01129
SAFE School	90 Berkshire St., 01151

Core Program & HVAC Systems

Brunton Elementary	1801 Parker St., 01128
Brightwood School	471 Plainfield St., 01107
Homer Street School	43 Homer St., 01109
Gerena	200 Birnie Ave., 01107



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2922 B

4.19

Bond Order for Costs of Window and Door Accelerated Repair Projects at Kennedy and Kensington Schools totaling \$4,818,531.00, as Required by the Mass. School Building Authority (Mayor Sarno)

WHEREAS, the City of Springfield ("City") has applied for funding from the Massachusetts School Building Authority ("MSBA") Accelerated Repair Program for the purpose of paying the costs of window and door projects at the Kennedy Middle School(\$3,595,703.00) and the Kensington International School (\$1,222,828.00), which proposed repair projects would materially extend the useful life of each school and preserve assets that otherwise are capable of supporting the required educational programs, and for which the City has applied for a school construction grant from the Massachusetts School Building Authority ("MSBA"); and

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

BE IT ORDERED THAT the City of Springfield hereby appropriates the amount of Four Million Eight Hundred Eighteen Thousand Five Hundred Thirty One and 00/100 Dollars (\$4,818,531.00) for the purpose of paying the costs of window and door projects at the Kennedy Middle School (\$3,595,703.00), and the Kensington International School (\$1,222,828.00), including the payment of all costs incidental or related thereto (collectively, the "Projects"), said amount to be expended under the direction of the School Building Commission. Subject to the MSBA's approval, the sums allocated above for each school may be reallocated (within the overall appropriated amount) among the Projects to reflect actual costs, provided that any MSBA grant money that might be approved will not be reallocated among the Projects. The proposed repair Projects would materially extend the useful life of each respective school and preserve assets that otherwise are capable of supporting the required educational program, and for which the City has applied for a grant from the Massachusetts School Building Authority ("MSBA"). The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair projects, any project costs the City incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City; and that, if invited to collaborate with the MSBA on the proposed repair projects, the amount of borrowing authorized pursuant to the order below shall be reduced by any grant amounts set forth in the Project Funding Agreements that may be executed between the City and the MSBA.

BE IT FURTHER ORDERED THAT to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under Mass. Gen. Laws Chapter 44 and Mass. Gen. Laws Chapter 70B, or pursuant to any other enabling authority. The Treasurer is also hereby authorized to file an application with the appropriate officials of the Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as such Municipal Finance Oversight Board of the Commonwealth may require.

FINANCIAL IMPACT:

Order approves borrowing and appropriation of \$4,818,531.00 for Accelerated Repair Projects at Kennedy Middle School (\$3,595,703.00) and Kensington International School (\$1,222,828.00), required for City's application for funding from the Mass. School Building Authority.



City of Springfield

SCHEDULED

4.20

Meeting: 01/12/15 07:00 PM

Initiator: Thomas Moore

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2915

Order Authorizing Transfer of 870-880 State Street and ES Hayden Avenue to Ellen Boynton Via Quitclaim Deed (Mayor Sarno)

Please see attachments

Please see attachments

Transfer 870-880 State Street and East Side Hayden Avenue to Ellen Boynton

(Mayor Sarno)

Order Authorizing and Approving Disposition of Real Property known as 870-880 State Street and East Side Hayden Avenue

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as 870-880 State Street (Parcel #11110-0175) and East Side Hayden Avenue (Parcel #06460-0035), Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS , the City issued a Request for Proposals (#15-056) for the disposition and redevelopment of the Property, which has a combined City assessed value of one hundred eighty thousand and nine hundred dollars (\$180,900); and

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

WHEREAS, on or about December 11, 2014, was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Ellen Boynton 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

WHEREAS, the RFP Selection Committee believed the proposal from Ellen Boynton benefits the city by safely remediating and redeveloping the existing property, to maintain the existing commercial tenants and expand restaurant and retail tenancy at the Property; 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 as 870-880 State Street (Parcel #11110-0175) and East Side Hayden Avenue (Parcel #06460-0035) to Ellen Boynton, for the price of twenty-five thousand dollars (\$25,000), in substantially the same form as the attached Exhibit A.

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that the **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 **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)**, hereby grants to **ELLEN BOYNTON**, an individual and Massachusetts resident, (“Grantee”) with a last address and usual place of service at _____, Springfield, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

PARCEL I

A certain parcel of land known as 870-880 State Street, Springfield, Massachusetts (Parcel ID #11110-0175), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No.08 TL 136279, dated January 14, 2010, recorded at the Hampden County Registry of Deeds at Book 18228, Page 184, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 14296, Page 521.

PARCEL II

A certain parcel of land known as East Side Hayden Avenue, Springfield, Massachusetts (Parcel ID #06460-0035), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No.08 TL 136402, dated October 30, 2008, recorded at the Hampden County Registry of Deeds at Book 17612, Page 254, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 13328, Page 18.

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

- (1) If Grantee does not complete the planned development of the parcels (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating, preserving and redeveloping the existing structure at the property, to maintain the existing commercial tenants and expand restaurant and retail tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, within twelve (12) months of the date of recording of this Quitclaim Deed, ownership of the parcels shall revert back to Grantor at no cost and for no consideration, and the Grantor shall be allowed to immediately record the Reverter Deed executed and delivered to the Grantor by the Grantee;
- (2) Prior to commencing work of any kind on the parcels, Grantee shall gain Site Plan approval from the City of Springfield Office of Planning and Economic Development, including approval of landscaping and on-site parking;
- (3) The parcels are sold “as-is” and subject to any and all existing environmental conditions, whether known or unknown, responsibility for which the Grantee hereby agrees to assume;
- (4) Automotive uses of any kind, including but not limited to

car sales and auto repair, are not permitted on the parcels; (5) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; (6) the parcels shall have an exterior preservation restriction in perpetuity, wherein any exterior building alterations shall require prior approval of the Springfield Historic Commission; and (7) The parcels are sold subject to the covenants set forth in the Land Disposition Agreement entered into by the Grantor and the Grantee on January __, 2015 and attached hereto as Exhibit B.

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

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

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 February, 2015, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by an Order passed by its City Council on the 12th of January , and attached hereto as "Exhibit A."

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of February, 2015, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

Notary Public
My Commission Expires:

EXHIBIT A

EXHIBIT B

LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ___ day of November, 2014 by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the “City”) and **ELLEN BOYNTON**, an individual and Massachusetts resident, with a last and usual address at _____ (the “Redeveloper”) (the City and the Redeveloper being collectively referred to herein as the “Parties” and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #15-056 (“RFP”), for the sale and redevelopment of a City-owned property known as 870-880 State Street (Parcel #11110-0175) and East Side Hayden Avenue (Parcel #06460-0035), Springfield, Massachusetts (the “Property”); and

WHEREAS, on or about October 22, 2014, the Redeveloper submitted a response to the RFP, and on or about December 11, 2014, 2014, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Redeveloper shall develop the Property by remediating, preserving and redeveloping the existing structure at the property, to maintain the existing commercial tenants and expand restaurant and retail tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property “as is” and is willing to accept all environmental liability for any and all conditions at the Property; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP issued by the City for the purchase and redevelopment of the Property; and

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

ARTICLE I DEFINITIONS

Section 101: Defined Terms

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

- a) “Architect” shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts and otherwise reasonably acceptable to the City.
- b) “Certificate of Completion” shall have the meaning set forth in Section 304 hereof.
- c) “Closing” shall have the meaning set forth in Section 204 of this Agreement.
- d) “Closing Date” shall mean the date referred to in Section 204 of this Agreement.
- e) “Codes” shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- f) “Deed” shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts (“Registry”), whereby the Property is conveyed to the Redeveloper.
- g) “Design Proposal” shall mean a submittal by the Redeveloper that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.
- h) “Development Review” shall mean the review of the Project undertaken by the OPED following the internal policies and procedures currently used by OPED in completing a Site Plan Review. Such review is anticipated to include OPED review and approval of the Design Proposal, the Preliminary Drawings and Specifications, and the Final Drawings and Specifications. Each phase of Development Review will be completed by the issuance of an approval letter from the OPED.
- i) “Event of Default” shall have the meaning set forth in Section 702(a).
- j) “Final Drawings and Specifications” shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted to and approved by the OPED.
- k) “Improvements” shall mean the remediating, preserving and redeveloping of the existing structure at the property, to be converted to use as an office space and a residential unit, as determined by the City of Springfield Office of Planning and Economic Development.
- l) “Lenders” shall have the meaning set forth in Section 402(b).
- m) “OPED” shall mean the City of Springfield Office of Planning and Economic Development.

- p) “Project” shall mean the permitting and construction of the Improvements.
- q) “Preliminary Drawings and Specifications” shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal.
- r) “Property” as defined in the first WHEREAS clause.

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

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

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in an “as is” condition. The Redeveloper agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Redeveloper represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment

The purchase price (“Purchase Price”) for the Property shall be Twenty-Five Thousand, Dollars (\$25,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on or before February 28, 2015, or such other date as may be agreed upon by the parties, and shall occur at the City’s Office of Planning and Economic Development (“OPED”) at 70 Tapley Street, Springfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the “Closing.”

Section 205: Title and Instrument of Conveyance

The sale and conveyance of the Property shall be by Indenture Deed from the City for the Property, as defined within this Agreement, of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement.

Section 206: Tax Stamps and Other Closing Costs

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

Section 207: Adjustments

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

Section 208: Conditions Precedent to Conveyance

- a. The City shall not be obligated to make conveyance of the Property unless and until the Springfield City Council has authorized and approved the transfer of the Property.
- b. Prior to or simultaneous with the closing, the Redeveloper shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Redeveloper shall fail to fully execute and deliver the Reverter Deed to the City, the Conveyance shall not take place, title to the Property will not transfer to the Redeveloper, this Agreement shall be terminated, and the City may institute such actions or proceedings as it may deem advisable to recover payment of any of its damages, expenses and costs from the Redeveloper.

Section 209: Default by City

In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties without recourse thereunder, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of thirty (30) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the City shall be unable to give title or to make conveyance or to deliver possession as

herein provided; then (1) all obligations of the parties hereto shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto.

Section 210. Representations and Warranties

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

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or City's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are no leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.
5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.
6. The City through its OPED (and any other municipal offices, departments, and officials acting on the City's behalf pursuant to this Agreement) will promptly undertake review of the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the exterior appearance of the Improvements will be compatible with the architecturally and historically significant elements of the Property, and further ensuring that the Property only be used for residential and mixed residential/commercial purposes. This covenant shall survive the Closing.

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

1. The Redeveloper is a Massachusetts limited liability corporation.

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

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

4. The Redeveloper, or any permitted future owner of the Property, shall complete the Improvements to the satisfaction of the City, as contemplated by the terms and conditions of this Agreement.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

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

1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;

2. Not discriminate upon the basis of race, color, sex, sexual orientation, religion or national origin in the construction, sale, lease or rental or in the use or occupancy of the Property or any Improvements erected, or to be erected, thereon, or any part thereof;

b. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City and its successors and assigns. It is further intended and agreed that the covenants provided in subsection (a) shall remain in effect for a period of twenty (20) years from the date hereof, and shall expire automatically, and without the need to execute, deliver or record any further instrument, on the date which is the twentieth (20th) anniversary of the date of this Agreement.

c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Redeveloper agrees to submit to the City all materials regarding its sales program (if any), including but not limited to, advertising matter, brochures, leases, proposals for

establishment of sales offices, for review of all aspects of said program which relate to or have an effect upon the selection of tenants or buyers.

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

e. The Property shall have an exterior preservation restriction in perpetuity, wherein any exterior building alterations shall require prior approval of the Springfield Historic Commission.

f. The Redeveloper understands that a zone change is required for the Property in order for the Redeveloper to complete the Improvements, and that it shall be solely responsible for all actions costs and expenses necessary to seek and obtain such a zone change.

Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the intent of the RFP, the Redeveloper's Proposal in response to the RFP, the Final Drawings and Specifications subject to the approval of the City, and to all applicable standards and controls of the Code. The RFP and the Redeveloper's proposal in response to the RFP are incorporated herein by reference.

b. The Redeveloper shall submit the following plans to the City, and the City shall use best efforts to review and approve such plans in accordance with the dates set forth below; provided that such timeframes may be extended by mutual agreement of the parties in order to permit the Redeveloper to address comments and incorporate reasonable recommendations offered by the City:

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

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

3. The Redeveloper shall submit the Final Drawings and Specifications to City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of the City's approval of the Preliminary Drawings and Specifications; and the City shall provide its approval of the Final Drawings and Specifications not more than thirty

(30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from City's Office of Planning and Economic Development.

4. Notwithstanding anything to the contrary in this Section 302, the City may waive or combine the requirements of submitting Preliminary Drawings and Specifications and Final Drawings and Specifications, if the OPED is satisfied that the level of detail shown in the materials provided by the Redeveloper is sufficient to allow for the adequate review and approval of the Project.

c. No work shall be done on the construction of the Improvements to be constructed on the Property unless such work conforms in all material respects with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the OPED. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

d. In submitting all plans and specifications to the City for its approval, the Redeveloper shall consider best practices in urban design, including but not limited to pedestrian friendly design and enhancements, landscape improvements, and active ground floor uses. The City will provide a summary of required documents needed for Site Plan review.

e. No sign shall be erected or placed on the exterior of any building located on the Property, which is not enclosed within a building, unless the character, location, design, size, shape, form and lighting of such sign shall have been approved by the OPED in writing, and complies with city zoning and historic district regulations. Flashing, exposed neon signs or signs other than those relating to businesses on the site, if any, shall not be permitted. Further, the portion of the Property known as the Sumner Avenue Fire Station shall have a historic preservation restriction that runs with the land and is documented within the deed.

Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the OPED approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a "material deviation" will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would effect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements, or (4) in the event that the Redeveloper elects to alter the plan submitted to the City for the development of the Property, it shall be required to obtain written permission from the OPED prior to making said changes. If the OPED neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of a written request to approve a material deviation from the approved Final Drawings and

Specifications, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of such a material deviation shall be in accordance with the provisions of Section 807 hereof.

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

Section 303: Construction of the Improvements.

a. The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Drawings and Specifications not later than ninety (90) days after delivery of the Deed to the Redeveloper. Redeveloper shall erect and properly maintain at all times as required by the conditions and the progress of work performed by or at the request of Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

b. The Redeveloper shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than twelve (12) months from the date of the delivery and conveyance of the Deed, or as may be extended by written permission of the City, which shall not be unreasonably withheld. In no event shall an extension be given for a period of more than six (6) months.

c. The Redeveloper shall submit to the OPED, for approval, a detailed estimated progress schedule at the time of commencement of construction. This schedule shall be resubmitted every six (6) months, unless requested otherwise, until the construction of the Improvements has been completed, with actual progress shown in each submission. This submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts which shall be reasonably satisfactory to the City.

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land.

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

Section 304: When Improvements Completed; Certificate of Completion

a. The construction of the Improvements in the Property shall be deemed completed for the purposes of this Agreement when the Improvements shown on the approved Final Drawings and

Specifications, and any approved modifications thereof, have been built and are ready for occupancy and a Certificate of Occupancy has been issued therefor. The completion of the Improvements shall be certified by the City by the issuance of a written certificate of completion ("Certificate of Completion") by the OPED on behalf of the City.

b. The Redeveloper shall notify the City in writing when construction is complete, and shall request a final inspection of the Improvements (a "Completion Notice"). The City shall inspect the Improvements within twenty (20) business days after receipt of the Completion Notice. The Redeveloper agrees that the City shall be under no obligation to issue a Certificate of Completion until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be required to make an inspection hereunder unless and until the Redeveloper has provided the Completion Notice.

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

c. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after receipt by the City of a written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Notwithstanding anything to the contrary contained herein, the City shall have no obligation to issue a Certificate of Completion during the existence of any Event of Default hereunder.

Section 305: Prompt Payment of Obligations

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

ARTICLE IV TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

a. Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof of any partner of the Redeveloper (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except (i) the special limited partnership interest of the Redeveloper shall be allowed to be transferred to the general partner or an affiliate of the general partner, or any other limited partner (ii) the limited partnership interest of Redeveloper shall be allowed to be transferred to an investor limited partner in connection with the sale of Federal Low Income and/or Historic Tax Credits, or (iii) as provided in Section 402 hereof, without the written approval of the OPED. There shall not be any other change in the ownership of such membership interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Redeveloper, by any other methods or means, without prior written approval of OPED. The Redeveloper shall advise the City of any and all such proposed changes in ownership and shall in addition furnish the City with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the City shall require.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it is permitted by Section 401(a), Section 402, or it complies with the following conditions:

1. The transferee or transferees shall have been approved as such in writing by the City. By way of explanation, and not of restriction, the City shall expect the transferee or transferees to meet all the same conditions as the Redeveloper.

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Properties and the construction of the Improvements that the City would have, had there been

no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

3. Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property or interest therein transferred, including the cost of any Improvements made thereon (including reasonable overhead and developer's fee) and carrying charges, shall be paid over to the City.

4. The City Solicitor shall review, and the Chief Development Officer shall approve, all instruments and other legal documents involved in effecting a transfer permitted under this Section 401(b).

c. In the event that Redeveloper transfers its interest in all or any part of the Property without the required consent of the City, and such transferee shall cause a breach of the obligations set forth in this Agreement prior to receipt of the Certificate of Completion granted pursuant to Section 304, the Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to effect such cure, the City may institute such actions or proceedings against the transferee and/or the Redeveloper as the City deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses, which may be incurred by the City in instituting and prosecuting such actions or proceedings, shall be governed by Section 501 of this Agreement.

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

Section 402: Mortgage of Property

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

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

c. The City confirms that from and after the issuance of a final Certificate of Completion for all of the Improvements, all restrictions as may be expressed or implied under Sections 401 or 402 shall terminate and no longer be of any force and effect.

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

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

1. Complete construction of such Improvements in accordance with the approved Final Drawings and Specifications and this Agreement, and in all respects comply with the provisions of this Agreement; or

2. Sell, assign, or transfer, with the prior written consent of the City, fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the City and recorded in the Registry; or

3. Reconvey fee simple title to the Property to the City, in which event the provisions of Section 702 relative to resale shall apply.

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

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

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

Section 405: Additional Encumbrances

Notwithstanding anything contained herein to the contrary, the Redeveloper shall have the right to grant easements to utility providers and other parties in order to effectuate the construction of the Improvements and the use, occupancy and operation of the Property as contemplated herein.

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

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

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

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

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

c. Certificates of such policies and renewals shall be provided to the City upon request of the City.

Section 602: Non-Cancellation Clause

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

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

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

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

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

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

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

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

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

Section 605: Commencement and Completion of Reconstruction

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

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

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

If the Redeveloper shall fail or refuse to submit a Design Proposal or Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

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

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

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

b. Upon the occurrence of an Event of Default, the Redeveloper shall be immediately allowed to record the Reverter Deed at the Hampden County Registry of Deeds to recover title to the Property promptly together with all of the Improvements thereon, without cost to the City, provided that such reconveyance (i) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (ii) shall not include any portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

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

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

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;
2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;
3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and
4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;
5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and
6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders

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

Section 704: Lender May Cure Breach of Redeveloper

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

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

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach.

Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 706 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the applicable authority of the City shall find that the Redeveloper has violated the requirements of the City's "Equal Opportunity Compliance Policy" the City shall issue notice of such violation, setting forth the nature of the violation and facts to support the finding of violation. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper.

b. The Redeveloper shall have the right to appeal such notice of violation within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the applicable City official shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the City may deem appropriate.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

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

Section 802: Finality of Approvals

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

Section 803: How Agreement Affected by Provisions Being Held Invalid

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

Section 804: Covenants to be Enforceable by the City

The covenants herein contained, in addition to all covenants, restrictions and requirements contained within the RFP, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 805: Compliance with Laws

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

Section 806: City Officers Barred From Interest

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

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest

(except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

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

Redeveloper: Ellen Boynton

City: Kevin Kennedy
Chief Development Officer
City of Springfield
70 Tapley Street
Springfield, Massachusetts 01104

with a copy to: Office of the City Solicitor
36 Court Street
Springfield, MA 01103
Attn: Associate City Solicitor Thomas D. Moore

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

**“NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO**

**RESPOND WITHIN ____ BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

Section 808: Matters to be Disregarded

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

Section 809: Obligations to Continue

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

Section 810: Excusable Delays

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

Section 811: Advertising

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

Section 812: Agreement Binding on Successors and Assigns

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

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

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

Section 813: Obligation to Pay Costs

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

Section 814: Waivers

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

Section 815: Environmental and Other Regulatory Matters

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

a. By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the "Indemnified Parties") and individually an

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

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

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

Section 816: Other Documents

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

Section 817: Disclosure Representation and Warranty

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

Section 819: Business Days

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

Section 820: Counterparts; Interpretation of this Agreement

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

Section 821: Governing Law

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

Section 822: Waiver of Jury Trial; Venue

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

Section 823: Recording

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

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

IN WITNESS WHEREOF, on the ____ day of November, 2014, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

THE CITY OF SPRINGFIELD

Ellen Boynton, Redeveloper

By: Kevin Kennedy
Title: Chief Development Officer
Date:

Date:

Approved as to Procurement:

Approved:

By:
Title: Chief Procurement Officer

Date:

By:
Title: Chief Administrative and
Financial Officer
Date:

Approved:

By:
Title: City Comptroller
Date:

APPROVED:

Approved as to form:

By: Domenic J. Sarno
Title: Mayor
Date:

By:
Title: _____ City Solicitor
Date:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of January, 2015 before me, the undersigned notary public, personally appeared Ellen Boynton, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

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

Notary Public

My commission expires:

Exhibit A

Legal Description:

PARCEL I

A certain parcel of land known as 870-880 State Street, Springfield, Massachusetts (Parcel ID #11110-0175), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No.08 TL 136279, dated January 14, 2010, recorded at the Hampden County Registry of Deeds at Book 18228, Page 184, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 14296, Page 521.

PARCEL II

A certain parcel of land known as East Side Hayden Avenue, Springfield, Massachusetts (Parcel ID #06460-0035), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No.08 TL 136402, dated October 30, 2008, recorded at the Hampden County Registry of Deeds at Book 17612, Page 254, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 13328, Page 18.

Exhibit B

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that **ROGER ROBERGE**, an individual with a last address and usual place of service at 428 Belmont Avenue, Springfield, Massachusetts, for **NO CONSIDERATION** grants to the **CITY OF SPRINGFIELD**, 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, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

A certain parcel of land known as 1043 Sumner Avenue, Springfield, Massachusetts (Parcel ID #11280-0330) (herein, “the Property”), being the same parcel of land described as follows:

Beginning at a point where the eastern side of Howes Street intersects with the Southern side of Sumner Avenue, running Easterly for fifty (50) feet along the southern side of Sumner Avenue, and running thence Southerly at a right angle one hundred (100) feet along land on Sumner Avenue now or formerly of Francis J. Gallagher, and running thence westerly at a right angle fifty (50) feet along land on Howes Street now or formerly of Gloria A. Raschi, and running thence Northerly at a right angle one hundred (100) feet back to the beginning point. Said parcel was formerly in use by the City of Springfield as Fire Station.

The Property being the same premises conveyed to ROGER ROBERGE by deed of the City of Springfield dated November __, 2014 and recorded with the Hampden County Registry of Deeds at Book _____ and Page _____.

This Reverter Deed may only be recorded by the City in the event that an Event of Default occurs as that term is set forth and defined in the Land Disposition Agreement between the City of Springfield and Roger Roberge, dated November __, 2014.

This Reverter Deed, if not properly recorded in the Hampden County Registry of Deeds, shall be void upon the issuance of a certificate of occupancy by the City of Springfield Building Department for the Property.

EXECUTED as a sealed instrument this ____th day of November, 2014.

Witness

ROGER ROBERGE

By: _____
Name: Roger Roberge

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

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

Notary Public



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2916

4.21

FY14 Free Cash to Stabilization Transfer \$10,900,000 (Mayor Sarno)

WHEREAS, to meet the future expenses of the City of Springfield, pursuant to Mass. General. Laws Chapter 40, Section 5B, Chapter 59 Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$10,900,000 from FY14 Certified Free Cash to the Stabilization Reserve Fund.

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$10,900,000 From FY14 Certified Free Cash to the Stabilization Reserve Fund.

From:

Certified Free Cash - Other Financing Uses

0100-00-000-0000-0000-000000-0000000-701000 - **\$10,900,000**

To:

Stabilization Financial Reserves - Other Financing Sources

8213-00-000-0000-0000-000000-0000000-700000 - **\$10,900,000**

FINANCIAL IMPACT:

\$10,900,000 to Stabilization

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: January 6, 2015
Re: Order for Council Meeting – January 15, 2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the January 6, 2015 Council meeting which transfers funds from FY14 Free Cash to the Stabilization Reserve Account.

Background: On December 6, 2014, the Department of Revenue certified \$14,626,673 in Free Cash for FY14. This was mainly due to:

- Managing expenses and delaying hiring for vacancies - \$5.6 million
- Additional revenue from motor vehicle, hotel and motel taxes - \$1 million
- Unspent school grant money - \$3.8 million
- Reimbursements from disaster recovery and school construction \$3.4 million

With this additional funding the Stabilization Account balance would increase to \$40,040,916 from its current level of \$29,140,916

	2012	2013	2014	2015 YTD
Beginning Balance	43,752,876	40,069,868	35,943,537	32,930,524
Balance Budget	(6,215,955)	(10,375,000)	(7,000,000)	(2,856,130)
Settlements	-	-	-	(1,000,000)
Interest	101,393	(8,024)	90,116	66,522
Free Cash From Prior Year	2,431,554	6,256,693	3,896,871	10,900,000
Ending Balance	40,069,868	35,943,537	32,930,524	40,040,916

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 - Free Cash (2016 : FY14 Free Cash to Stabilization Transfer \$10,900,000)



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2917

4.22

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of East Side Eastern Avenue F/K/A 323 Eastern Avenue (04325-0111) to Mary Sheehan (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts now known as East Side Eastern Avenue (Parcel-ID # 04325-0111), formerly with building thereon and formerly known as 323 Eastern Avenue, 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 Mary Sheehan, owner of 317 Eastern Avenue, 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 Mary Sheehan for the transfer of title to East Side Eastern Avenue f/k/a 323 Eastern Avenue (Parcel-ID # 04325-0111) for consideration of Four Hundred Sixty-Five and 00/100 (\$465.00) in substantially the same form as the draft deed attached hereto.

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 **FOUR HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$465.00)**, grants to **MARY SHEEHAN** (“Grantee”), individually, of 317 Eastern Avenue, Springfield, Massachusetts 01109, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as **East Side Eastern Avenue (Parcel-ID # 04325-0111)**, formerly with building thereon and formerly known as 323 Eastern Avenue, and being the parcel described in a deed dated September 11, 2002, and recorded in Hampden County Registry of Deeds, Book 12565, Page 293, and supposed to contain about 4650 square feet; and being the same parcel described in an Instrument of Taking dated December 29, 2008, and recorded in Hampden County Registry of Deeds, Book 17632, Page 34; and also being the same parcel foreclosed by Judgment of the Land Court entered May 16, 2014, in Case No.: 10 TL 140203, and recorded in Hampden County Registry of Deeds, Book 20348, Page 283; 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 317 Eastern Avenue, 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 _____, 2015, 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 _____, 2015, 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 _____, 2015, 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 ES Eastern Ave. (Par.111) (2017 : Sale ES Eastern Ave. (Par.111))

EXHIBIT A

A certain parcel of land situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the Easterly side of Eastern Avenue, said point being distant Northerly forty-six and $\frac{1}{2}$ (46 $\frac{1}{2}$) feet from the intersection of said Easterly side of Eastern Avenue with the Northerly side of Alden Street, being also the Northwesterly corner of land described in a deed given by Mary L. Newton to M. Helen Newton, May 30, 1912, and recorded with the Hampden County Registry of Deeds, Book 832, Page 291, and running thence Northerly on said Eastern Avenue forty-six and $\frac{1}{2}$ (46 $\frac{1}{2}$) feet to land now or formerly of Joseph Duval et al; thence Easterly on last named land one hundred (100) feet to land now or formerly of Division of Foreign Missions of the Board of Missions and Church Extension of the Methodist Church (formerly known as the Board of Foreign Missions of the Methodist Episcopal Church), thence Southerly on last named land in a line parallel with the Easterly line of Eastern Avenue forty-six and $\frac{1}{2}$ (46 $\frac{1}{2}$) feet to a point; thence Westerly on other land now or formerly of said Division of Foreign Missions of the Board of Missions and Church Extension of the Methodist Church, one hundred (100) feet to Eastern Avenue, at the point of beginning.

Attachment: Deed ES Eastern Ave. (Par.111) (2017 : Sale ES Eastern Ave. (Par.111))



City of Springfield

SCHEDULED

Meeting: 01/12/15 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2920

4.23

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Nash St., Lot 15 (08940-0024) to Jerald E. Jacobs, Jr. and Paige A. Jacobs (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as South Side Nash Street, Lot 15 (Parcel-ID # 08940-0024) 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 Jerald E. Jacobs, Jr. and Paige A. Jacobs, owners of 51 Marmon 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 Jerald E. Jacobs, Jr. and Paige A. Jacobs for the transfer of title to South Side Nash Street, Lot 15 (Parcel-ID # 08940-0024) for consideration of One Thousand Eight Hundred Eighty-Five and 50/100 Dollars (\$1,885.50) in substantially the same form as the draft deed attached hereto.

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **CITY OF SPRINGFIELD** (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **ONE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 50/100 DOLLARS (\$1,885.50)**, grants to **JERALD E. JACOBS, JR. and PAIGE A. JACOBS** (“Grantees”), husband and wife as Tenants by the Entirety and not as Tenants in Common, both of 51 Marmon Court, Springfield, Massachusetts 01129, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land known as **South Side Nash Street, Lot 15 (Parcel-Id # 08940-0024)**, and being a portion of the premises described in a deed recorded September 13, 1988, in Hampden County Registry of Deeds, Book 6962, Page 437, and supposed to contain about 18,855 square feet; and being the same premises described in an Instrument of Taking dated September 14, 1993, and recorded in Hampden County Registry of Deeds, Book 8583, Page 547; and being the same parcel foreclosed by Judgment of the Land Court entered March 21, 2008, in Case No.: 07 TL 135528, and recorded in Hampden County Registry of Deeds, Book 17230, Page 23.

Also being the same parcel known and designated as Lot #15 on a plan entitled “Definitive Subdivision of Property, Springfield, Massachusetts, for Cheryl Clapprood & Peter Fenton, Parkerview Street, Springfield, Mass.” Dated May 5, 1988, Revised July 5, 1988, said plan recorded with Hampden County Registry of Deeds in Book of Plans 260, Page 15 (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 51 Marmon Court, Springfield, Massachusetts owned by the Grantees within three months from the date of transfer of title; (2) The Property may be used solely for 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 _____, 2015, 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 _____, 2015, and attached hereto as Exhibit A.

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____ day of _____, 2015, 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 Nash St. (Par.24) (2920 : Sale SS Nash St. (Par.24))

**City of Springfield**

36 Court Street
Springfield, MA 01103

SCHEDULED**ORDINANCE (ID # 2918)**

Meeting: 01/12/15 07:00 PM

Department: Law

Category: General

Prepared By: Ryan J. Barry

Initiator: Ryan J. Barry

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2918 B

Amending Chapter 110 - Animal Control Ordinances

Please see attachment for body of order.

AMENDING CHAPTER 110 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD

Be it ordained by the Springfield City Council that Chapter 110 of the Revised Ordinances of the City of Springfield, as appearing, is hereby deleted in its entirety and replaced with the following:

Chapter 110. ANIMALS

§ 110-1. Definitions.

As used in this Ordinance, the following terms shall have the following meanings:

ADVISORY AND HEARING COMMITTEE: A committee to be known as the "Animal Advisory and Hearing Committee." The Advisory and Hearing Committee shall be composed of five members: the City Clerk or designee; the Police Commissioner or designee; the President of the City Council or designee; and two persons appointed by the Mayor or designee. All members shall be residents of the City. Committee members shall elect a Chairperson and such other officers as they deem necessary and shall meet monthly or as needed.

ANIMAL: Any live, vertebrate creature, domestic or wild, excluding humans.

ANIMAL CONTROL CENTER: Any facility or shelter operated by or for the City of Springfield, including the Thomas J. O'Connor Animal Control Center or its successor, or operated by a humane society, for the purpose of impounding or caring for Animals.

ANIMAL CONTROL OFFICER: Any person designated by the City to enforce this Ordinance or Sections 137 to 174E, inclusive, of Chapter 140 of the Massachusetts General Laws, including but not limited to police officers, special police officers, employees of the Department of Health and Human Services, and agents of the Thomas J. O'Connor Animal Control Center or its successor.

ANIMAL, DOMESTIC: Any dog, cat, horse, cow, sheep, goat, pig, domestic fowl, rabbit, guinea pig, ferret, hamster, reptile and any other domesticated Animal.

ANIMAL EXHIBITION: Any display containing one or more Animals which are exposed to public view for entertainment, instruction or advertisement, but excluding circuses, state and county fairs, livestock shows, rodeos, dog and cat shows and competitions, obedience trials and competitions, field trials, and any other fairs and exhibitions intended to advance agricultural arts and sciences.

ANIMAL, WILD: Any raccoon, skunk, opossum, squirrel, fox, coyote, turkey, deer, bear, snake, bird or similar Animal wild by nature or found in the wild.

COMMERCIAL ANIMAL ESTABLISHMENT: Any pet shop, shelter, auction, riding school or stable, Zoological Park, circus, Animal Exhibition or Kennel.

DANGEROUS DOG: A dog that either (i) without justification, attacks a person or Domestic Animal causing physical injury or death, or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a Domestic Animal.

GROOMING SHOP: A commercial establishment where Animals are bathed, clipped, plucked, or otherwise groomed.

KENNEL: A pack or collection of dogs on a single premise, including a commercial boarding or training kennel, commercial breeder kennel, domestic charitable corporation kennel, personal kennel or veterinary kennel, provided however, that a person may keep up to four dogs, all of which are sterilized, or up to

three dogs, any of which are unsterilized, without said dogs being considered a Kennel under this Ordinance.

LICENSING AUTHORITY: The City Clerk or his/her designee as provided by the laws of the Commonwealth of Massachusetts.

NUISANCE DOG: A dog that (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity, or (ii) by excessive barking, causing damage or other interference, is disruptive to one's peace and quiet, or (iii) molests or threatens passersby or passing vehicles, or (iv) threatens or attacks Domestic Animals or persons, or (v) trespasses on school grounds or private property, or (vi) is found at large three or more times, as documented by an Animal Control Officer, within a consecutive twelve month period, or (vii) damages public or private property.

OWNER: Any person, firm, corporation or organization owning, keeping, having an interest in, having care, custody or control of, or harboring one or more Animals. An Animal shall be deemed to be harbored if it is fed or sheltered for ten consecutive days or more. If the Owner of an Animal is a minor, the parent(s) or guardian(s) of said minor shall be considered the Owner.

SECURE ENCLOSURE: A Secure Enclosure shall be a minimum of five feet wide, ten feet long, and six feet in height above the grade, with a horizontal top covering said area, all to be at least nine-gauge, chain-link fencing with necessary steel supporting posts. The floor shall be at least three inches of poured concrete with the bottom edge of said fencing embedded in the concrete or extending at least one foot below grade. The gate must fit closely and be securely locked or otherwise deemed secured by an Animal Control Officer. If the Secure Enclosure is intended to house a Dangerous Dog or Nuisance Dog, the Owner shall post the Secure Enclosure with a clearly visible warning sign that informs people that there is a Dangerous Dog or Nuisance Dog on the property. The Secure Enclosure must be locked at all times when the dog is unattended by either the Owner or a competent custodian eighteen years of age or older. The enclosure must contain and provide protection from the elements for the dog or other Animals mentioned before and shall comply with MGL c. 272, § 77.

ZOOLOGICAL PARK: Any facility, other than a pet shop or Kennel, displaying or exhibiting one or more non-Domestic Animals operated by any person, partnership or corporation or any governmental agency in accordance with Massachusetts General Laws.

§ 110-2. Licensing and rabies vaccination.

- A. Each Owner of a dog, cat or ferret that is six months of age or older shall cause such dog, cat or ferret to be vaccinated against rabies by a licensed veterinarian using a licensed vaccine according to the manufacturer's directions, and shall cause such dog, cat or ferret to be revaccinated at intervals recommended by the manufacturer. Unvaccinated dogs, cats or ferrets acquired or moved into the Commonwealth shall be vaccinated within thirty days after the acquisition or arrival of such Animal into the Commonwealth or upon reaching the age of six months, whichever occurs last. It shall be the duty of each veterinarian to complete a certificate of rabies vaccination which shall include, but not be limited to, the following information: the Owner's name and address; a description of the Animal, including breed, sex, age, name and distinctive markings; the date of vaccination; the rabies vaccination tag number; the type of rabies vaccine used; the route of vaccination; the expiration date of the vaccine; and the vaccine lot number. A dog, cat or ferret shall be exempt from rabies vaccination if a veterinarian has examined the Animal and has certified in writing that vaccinating the Animal at that time would endanger the Animal's health because of its age, infirmity, disability, illness or other medical considerations. An Animal exempt under this Section must be vaccinated as soon as its health allows.

A. Dog Licenses.

1. Applications for dog licenses shall be made to the Licensing Authority. License applications shall include: the name and address of the applicant; a description of the

dog; proof of rabies vaccination or proof of rabies vaccination exemption; and the appropriate fee. The Owner of a dog may add descriptive words, not more than ten in number, upon the license form to indicate the color, breed, weight or special markings of the licensed dog.

2. If not revoked, licenses for the keeping of dogs shall be for a period of one year, running from April 1 to March 31. Reapplication for a license may be made up to thirty days prior to April 1.
3. Application for a license must be made within thirty days after obtaining a dog over six months of age or within thirty days after moving a dog into the City. This requirement will not apply to a nonresident keeping a dog within the City for fewer than sixty days.
4. License fee exemptions:
 - a. A license fee shall not be required for seeing-eye dogs, governmental police dogs or service dogs as defined by the Americans with Disabilities Act or regulations promulgated thereunder.
 - b. A license fee shall not be required for dogs owned by a person aged seventy years or over.
 - c. Persons and entities exempt from paying license fees under this section shall nevertheless apply for a license with the Licensing Authority and cause their dogs to wear tags issued by the Licensing Authority.
5. Upon acceptance of the application and license fee, the Licensing Authority shall issue a durable tag stamped with an identifying number and year of issuance. Tags shall be designed so that they may be conveniently fastened or riveted to the dog's collar or harness.
6. No license fee or portion thereof shall be refunded because of the subsequent death, loss, spaying, removal from the City of Springfield or Commonwealth of Massachusetts, or other disposal of the dog.
7. Dogs shall be made to wear rabies and license tags at all times.
8. The Licensing Authority shall maintain records of the identifying numbers of all tags issued, and shall make these records available to the public.
9. Owners who fail to obtain a license as required within the time period specified in this Ordinance shall be subject to impoundment of their dog and a fine of \$50.
10. License fees for dogs shall be as follows:
 - a. Unneutered/Unspayed dog: \$25.
 - b. Neutered/Spayed dog: \$5. An applicant for a neutered/spayed dog license shall, as a condition of obtaining such license, produce a certificate from the veterinarian who spayed or neutered the dog, or, if such certificate cannot be obtained, a receipt of a bill from the veterinarian who performed such procedure or a statement signed under the pains and penalties of perjury by a veterinarian registered and practicing in the Commonwealth describing the dog and stating that the veterinarian has examined the dog, which appears to have been spayed or neutered and incapable of propagation.

- c. Dog that has been declared a Dangerous Dog or a Nuisance Dog: \$100.
- 11. A duplicate license may be obtained upon payment of a replacement fee of \$2.
- 12. No person may use any license for any dog other than for the dog for which it was issued.
- 13. All permitted sources of dogs, including shelters, rescue organizations, pet shops, professional breeders, and veterinarians, operating within the City of Springfield shall notify the Licensing Authority upon the transfer of ownership of any dog. The City Clerk may authorize these permitted sources to register dogs and remit the fees to the City Clerk's office within five days thereafter.
- 14. All permitted sources administering anti-rabic vaccines to dogs must notify the Licensing Authority upon administering the anti-rabic vaccine to any such dog.

§ 110-3. Permits for Commercial Animal Establishments.

- A. No person, partnership, or corporation shall operate a Commercial Animal Establishment without first obtaining a permit in compliance with this Ordinance. A permit shall not be issued unless the applicant is in compliance with this Ordinance and pays the applicable permit fee.
- B. The Advisory and Hearing Committee shall promulgate regulations for the issuance of permits, and shall include requirements for humane care of all Animals and for compliance with the provisions of this Ordinance and other applicable laws. The Advisory and Hearing Committee may amend such regulations from time to time as is deemed desirable for public health and welfare and for the protection of Animals.
- C. Permits for Commercial Animal Establishments shall be for a period of one year, running from April 1 to March 31. Renewal applications may be made up to thirty days prior to April 1. Application for a permit to establish a new Commercial Animal Establishment under the provisions of this Ordinance may be made at any time. Any person, partnership, or corporation operating a Commercial Animal Establishment within the City who fails to license the same by April 1 of each year shall pay a penalty of \$100 per month.
- D. If there is a change of ownership of a Commercial Animal Establishment, the new owner may have the current permit transferred to his name upon payment of a transfer fee of \$25.
- E. Annual permits shall be issued upon payment of the applicable fee after inspection by an Animal Control Officer for each:
 - 1. Kennel authorized to house fewer than ten dogs: \$50.
 - 2. Kennel authorized to house ten or more but fewer than fifty dogs: \$100.
 - 3. Kennel authorized to house fifty or more dogs: \$150.
 - 4. Zoological Park: \$100.
 - 5. Circus: \$150.
 - 6. Animal Exhibition: \$100.
 - 7. Grooming Shop: \$50.

- F. Every facility at a different address regulated by this Ordinance shall be considered a separate enterprise and shall require a separate permit.
- G. Operators of Kennels may elect to license dogs individually.
- H. Failure to obtain a permit before opening any facility covered in this Ordinance shall result in a fine of up to \$200.
- I. Any Commercial Animal Establishment which has a change in the category under which a permit was issued shall be subject to reclassification, and appropriate adjustment of the permit fee shall be made.
- J. A dog under the age of six months shall not be counted in determining the number of dogs kept in a Kennel under this Section.
- K. Kennel licenses shall be issued without charge to a domestic charitable corporation incorporated exclusively for the purpose of protecting Animals from cruelty, neglect or abuse.

§ 110-4. License and permit issuance, suspension and revocation.

- A. The City or Licensing Authority may revoke any permit or license granted under this Ordinance if the person holding the permit or license refuses or fails to comply with this Ordinance, regulations promulgated by the City or any law governing the protection and keeping of Animals.
- B. Any person whose permit or license is revoked shall, within ten days thereafter, be responsible for the placement or humane disposal of all Animals owned, kept or harbored, and no part of the permit or license fee shall be refunded. Failure to place or humanely dispose of any Animal kept or harbored shall result in a fine of up to \$200.
- C. It shall be a condition of the issuance of any permit or license that an Animal Control Officer be permitted to inspect all Animals and the premises where Animals are kept at any reasonable time with reasonable notice. If permission for such inspections is refused, such permit or license of the refusing Owner may be refused, suspended or revoked by the Licensing Authority.
- D. If an applicant for a license or permit has withheld or falsified any information on the application, the Licensing Authority may refuse, suspend or revoke such license or permit.
- E. No person who has been convicted of any crime involving cruelty to Animals shall be issued a permit or license of any kind under this Ordinance for a period of five years from the date of conviction.
- F. Any person having been denied a license or permit may reapply after the conditions upon which denial was based have been corrected. Each reapplication shall be accompanied by a fee of \$25.

§ 110-5. Restraint and control of Animals; public nuisances; barking dogs.

- A. All Animals, with the exception of sterilized cats, shall be kept under restraint when in public. Restraint shall mean a leash, lead, or other physical restraint. Dogs must be on a leash not more than six feet long, except in cases where the dog is under voice control of a person and that person has a leash in his possession and except when the dog is confined in a fenced-in area or pen.
- B. Every Owner shall exercise proper care and control of his Animals to prevent them from becoming a public nuisance.

- C. The Owner of a reproductively whole dog or cat over the age of six months found to be at large shall be subject to a fine of \$100 per violation.
 - 1. The Owner of the dog or cat shall have the option of paying this fine of \$100 or, in the alternative, the Owner may, within ten days of the violation, have the dog or cat spayed or neutered. If the Owner elects to have the dog or cat spayed or neutered, the Owner shall present proof of same to the City Clerk in lieu of payment of the fine. The City Clerk, upon receipt of proof that the dog or cat has been spayed or neutered, shall waive the \$100 fine. Proof requires written verification by the veterinarian who performed the sterilization that the dog or cat has been sterilized.
 - 2. If a reproductively whole dog or cat is found to be at large on three occasions, as documented by an Animal Control Officer, the Animal shall be surgically sterilized and microchipped before being returned to the Owner. The Owner shall bear all costs associated with this service and the fine of \$100 shall be imposed.
 - 3. The Chief Animal Control Officer may waive the sterilization requirement if he/she finds that the Animal's health may be endangered by the sterilization procedure (examples include an old Animal or an Animal in poor health).
- D. It shall be unlawful for any person owning, keeping, harboring, or possessing any Animals to permit the same to go at large any time within the limits of the City, to the damage or annoyance of any of the residents of the City.
- E. Barking dogs. No Owner of a dog shall allow said dog to annoy another person's reasonable right to peace or privacy by making loud or continuous noise, where such noise is plainly audible at a distance of one hundred feet from the building, premises or vehicle housing said dog, or such noise is continuous for ten minutes or more. The fact that such noise is plainly audible at said distance or for ten minutes or more shall be *prima facie* evidence of a violation.
- F. Notwithstanding any other ordinance, rule or regulation to the contrary, no Owner of an Animal shall allow his Animal to be upon any school grounds between the hours of 8:00 a.m. and 4:00 p.m. on any day that schools are in session or during any athletic event or contest, regardless of the time of day or whether school is in session or not (except for a school team mascot or service Animals).

§ 110-6. Impoundment; violation notices.

- A. Impoundment.
 - 1. Any Animal found at large or determined to be a public nuisance may be taken by an Animal Control Officer and impounded and confined in a humane manner.
 - 2. An Animal Control Officer, Animal Control Center or veterinarian with custody of an impounded or stray Animal shall make a reasonable attempt to contact the Owner of such Animal if the Owner can be identified.
 - 3. An Animal Control Center or veterinarian may, in its sole discretion, administer veterinary care to sick or injured Animals impounded under Section 110-6(A) or Section 110-6(B). If the Owner of the Animal can be identified, the Owner shall be responsible for payment of such veterinary expenses.
 - 4. If the Owner of an Animal impounded under Section 110-6(A) or Section 110-6(B) has not reclaimed it within seven days of the date of the impoundment, or any lesser minimum period permitted by the General Laws of the Commonwealth, an Animal Control Officer may release

the Animal for adoption or humanely euthanize the Animal. If a licensed veterinarian states in writing that the Animal is in significant pain and has no reasonable chance of recovering or having a good quality of life, the Animal may be humanely euthanized at any time. The City shall not be liable for any disposition of Animals in accordance with this section.

5. Except as otherwise provided in this Ordinance, the Owner of any impounded Animal may redeem the Animal, upon payment to the City of the following:
 - a. An impound fee of \$40.00 for each Animal redeemed;
 - b. A boarding fee of \$15.00 per Animal, per day;
 - c. All outstanding fines, except for any fine of which a timely appeal is pending;
 - d. All veterinary charges, drugs and other medical expenses;
 - e. The cost of sterilization, if applicable;
 - f. The cost of rabies vaccination, if applicable; and
 - g. The cost of license and registration, if applicable;
 - h. The cost of microchip implantation and registration, if applicable. At the request of the Owner, the Animal Control Center shall provide an itemized list of charges.

§ 110-7. Sterilization.

The Thomas J. O'Connor Animal Control Center shall not release a dog or cat for adoption without first sterilizing the dog or cat, except where a veterinarian states in writing that sterilization would place the dog or cat at considerable risk due to poor health.

§ 110-8. Animal care standards.

- A. No person shall chain or tether a dog to a stationary object for longer than twelve consecutive hours. Any tethering employed shall not allow the dog to leave the Owner's property. The tether shall be designed for dogs and no logging chains or other lines or devices not designed for tethering dogs shall be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time.
- B. A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
 1. inside a pen, if the following conditions are met:
 - a. the pen shall have adequate space for exercise with a dimension of at least one hundred square feet; provided, however, that commercial dog kennels with pens intended for the temporary boarding of dogs shall be exempt from this requirement;
 - b. the pen is constructed with chain link or other similar material as determined by the Building Inspector, with all sides enclosed; and
 - c. the minimum height of the fence shall be adequate to successfully confine the dog;

2. a fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
 3. a trolley system or a tether attached to a pulley in a cable run, if the following conditions are met:
 - a. only one dog shall be tethered to each cable run;
 - b. the tether shall be attached to a properly fitting collar or harness worn by the dog, with enough room to fit two adult fingers between the collar and the dog's throat through; provided, however, that a choke collar or pinch collar shall not be used to tether a dog to a cable run;
 - c. there shall be a swivel on at least one end of the tether to minimize tangling of the tether;
 - d. the tether and cable run must each be at least ten feet in length. The cable must be mounted at least four feet but not more than seven feet above ground level; and
 - e. the length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times as described in section 110-8(C); and
 - f. the tether system shall be of appropriate configuration to confine the dog to the Owner's property, to prevent the trolley system or tether from extending over an object to an edge that could result in injury to or strangulation of the dog and to prevent the trolley system or tether from becoming tangled with other objects or animals.
- C. A person owning or keeping a dog confined outside in accordance with this Ordinance shall provide the dog with access to clean water and appropriate dog shelter. The dog shelter shall allow the dog to remain dry and protected from the elements and shall be fully enclosed on at least three sides, roofed and have a solid floor and be sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of weather elements. The shelter shall contain clean bedding and shall be small enough to retain the dog's body heat and large enough to allow the dog to stand, lie down and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage shall be provided so that water, ice or waste is not standing in or around the shelter.
- D. No person owning or keeping a dog shall subject the dog to cruel conditions at any time. For the purposes of this subsection, "cruel conditions" shall include, but not be limited to, the following:
1. filthy and dirty confinement conditions including, but not limited to, exposure to excessive animal waste, garbage, dirty water, noxious odors, dangerous objects that could injure or kill a dog upon contact or other circumstances that could cause harm to a dog's physical or emotional health;
 2. extreme weather, including but not limited to times when a heat or cold advisory is in effect and times when an extreme weather advisory has been issued for the area; and
 3. taunting, prodding, hitting, harassing, threatening or otherwise harming a tethered or confined dog.

- E. Every Owner shall provide his Animals with good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and provide humane care and treatment.
- F. No person shall beat, cruelly treat, torment, overload, overwork, or otherwise abuse an Animal, or cause, instigate or permit any dog fight, cock fight, or bullfight, or any other combat between Animals or between Animals and humans.
- G. Where, in the opinion of an Animal Control Officer, any treatment of a dog in violation of this Ordinance places the dog at imminent risk, the Animal Control Officer may immediately remove and impound the dog for its own protection.
- H. A person who violates this section shall, for a first offense, be issued a written warning or punished by a fine of not more than \$50, for a second offense, be punished by a fine of not more than \$100 and for a third or subsequent offense, be punished by a fine of not more than \$300, and be subject to impoundment of the dog in a local shelter at the Owner's expense pending compliance with this section, or loss of ownership of the dog.

§ 110-9. Chief Animal Control Officer; Advisory and Hearing Committee.

- A. Chief Animal Control Officer. The City, through the Mayor or his/her designee, shall appoint a Chief Animal Control Officer, whose primary responsibilities shall include the enforcement and implementation of this Ordinance or any rules and regulations promulgated thereunder. The Chief Animal Control Officer shall be responsible for coordinating and administering the City's Animal control activities in accordance with any goals, policies, and procedures established by the Springfield City Council or Department of Health and Human Services, and shall be under the direction and supervision of the Mayor.
- B. Advisory and Hearing Committee. The Advisory and Hearing Committee shall have the power to:
 - 1. Meet monthly or at such times as the Chairperson or a majority of the Committee deems necessary;
 - 2. Study, review and issue written reports on issues dealing with dogs or other Animals in the City;
 - 3. Make recommendations to the Mayor and the City Council for the improvement of Ordinances of the City as they relate to dogs and other Animals in the City;
 - 4. Impose fines for violations of this Ordinance and set the amount of fines where not specifically provided by this Ordinance, provided however, that no fine imposed under this Ordinance shall exceed \$300 per violation;
 - 5. Hold hearings to determine whether a dog is a Dangerous Dog or a Nuisance Dog, and to review orders to destroy; and
 - 6. Make rules and regulations, not inconsistent with this Ordinance and state and federal law, for the efficient and orderly conduct of their business and the control and care of Animals in the City.

§ 110-10. Dangerous Dogs and Nuisance Dogs

- A. Any person may file a complaint in writing to the Advisory and Hearing Committee that a dog owned or kept in the City is a Nuisance Dog or a Dangerous Dog. To consider declaring a dog a Nuisance Dog or a Dangerous Dog, an Animal Control Officer of the City may initiate a special

hearing before the Advisory and Hearing Committee to consider any evidence collected and take charge of and impound the Animal. The Animal Control Center shall notify the Owner of the dog by certified letter, or Sheriff's Department hand delivery of such special hearing, and the Owner may attend and have an opportunity to be heard. Special hearings under this Section shall be public meetings under the laws of the Commonwealth of Massachusetts. At this special hearing, the Advisory and Hearing Committee will determine whether to declare such dog a Nuisance Dog or a Dangerous Dog, based on the facts presented and the definition of the terms "Dangerous Dog" and "Nuisance Dog" in Section 110-1. If the dog is declared a Nuisance Dog or Dangerous Dog, the City Clerk shall notify the abutter(s) next door and across the street by regular mail and in the classified section of the local newspaper (i.e., Animals: dogs and cats section) of such finding at the Owner's sole expense. No dog shall be declared a Dangerous Dog:

1. Solely based upon growling or barking;
2. Based upon the breed of the dog; or
3. If the dog was reacting to another Animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:
 - a. The dog was protecting or defending itself, its offspring, another Domestic Animal or a person from assault or attack;
 - b. The person who was attacked or threatened by the dog was committing a crime upon the person or property of the Owner of the dog;
 - c. The person who was attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
 - d. At the time of the attack or threat, the person or Animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or Animal was not authorized by the Owner of the premises to be within such enclosure including but not limited to a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided however that if a person is under the age of seven, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

B. Dogs declared to be Nuisance Dogs or Dangerous Dogs.

1. If the Advisory and Hearing Committee deems a dog to be a Nuisance Dog or a Dangerous Dog, the Committee may order one or more of the following:
 - a. that the dog be humanely restrained;
 - b. that the dog be confined to the premises of the Owner of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the Owner; provided however, that such confinement shall comply with Section 110-8 of this Ordinance.
 - c. that, whenever the dog is removed from the premises of the Owner, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of three hundred pounds and not exceeding three feet in length;
 - d. that the animal shall be surgically sterilized and microchipped with the microchip registered to the City, with all costs associated with these services to be borne by the Owner;

- e. that the Owner construct, within two weeks from the date of decision, a Secure Enclosure to house the dog when it is in the Owner's yard. The Advisory and Hearing Committee may order that, during the construction period, the dog be publicly impounded at an animal shelter or a private veterinary hospital until the Secure Enclosure is constructed. If the Owner chooses not to build a Secure Enclosure in accordance with the Committee's order or if said dog is found on a property not owned or controlled by its Owner or not restrained in the Secure Enclosure, an order that the dog be euthanized may be issued by the Advisory and Hearing Committee. The effectiveness of the Secure Enclosure shall be subject to periodic inspections by an Animal Control Officer, as deemed necessary. The fee for said inspection shall be \$75. If the Owner is found violating the Secure Enclosure requirements, immediate public impoundment of the dog shall be done by the Animal Control Center during the time the violation continues to exist, and the Owner shall bear all cost(s) for such public impoundment. The fine for such violation shall be \$200 per day;
 - f. that ownership of the dog may not be transferred unless the transfer of ownership is to an adult residing within the same residence and said dog shall remain housed solely at that residence;
 - g. that, if the Owner of the dog fails to appear at a hearing in front of the Advisory and Hearing Committee and the dog is declared a Dangerous Dog, the dog shall be impounded and/or euthanized; and/or
 - h. that the dog be humanely euthanized, immediately, or summarily upon the Owner's failure to comply with conditions imposed by the Advisory and Hearing Committee.
- C. With regard to Dangerous Dogs and Nuisance Dogs, if there are no additional instances of the dangerous or nuisance behavior within a thirty-six-month period from the date of designation, the dog shall be removed from the list of Dangerous Dogs and/or Nuisance Dogs. The dog may, but is not required to be, removed from the list of Dangerous Dogs and/or Nuisance Dogs prior to the expiration of the thirty-six-month period if the Owner of the dog demonstrates to the Committee at a special hearing that changes in circumstances or measures taken by the Owner, such as training, have mitigated the risk to the public safety.
- D. Any and all costs for the impounding a Dangerous Dog will be borne by the Owner unless determined otherwise by the Advisory and Hearing Committee or court of final appeal. An Owner reclaiming a Dangerous Dog shall pay an administrative fee of \$40, plus the following costs, where applicable:
- 1. A boarding fee of \$22 per dog, per day;
 - 2. All outstanding fines, except for any fine for which a timely appeal is pending;
 - 3. All veterinary charges, drug and other medical expenses;
 - 4. The cost of sterilization;
 - 5. The cost of rabies vaccinations;
 - 6. The cost of license and registration; and
 - 7. The cost of microchip implantation and registration.

§ 110-11. Animal waste.

- A. The Owner or person in possession of any Animal shall be responsible for the removal of any fecal matter deposited by such Animal(s) on public walks, recreation areas or private property.
- B. The Owner or person in possession of any Animal on any public walk, street, recreation area or private property, shall possess the means of removal of any fecal matter left by such Animal.
- C. For the purpose of this section, the means of removal shall include any tool, implement or other device carried for the purpose of picking up or containing such fecal matter.
- D. Any Owner or person in possession of an Animal who fails to comply with the provisions of this section shall be subject to a fine in the amount of \$50 for the first offense, \$100 for the second offense, and \$300 for the third and subsequent offenses.

§ 110-12. Wild Animals

- A. The keeping of Wild Animals must meet all requirements of state and federal laws.
- B. No person shall keep or permit to be kept on his premises any Wild Animals, wild-hybrid Animals or vicious Animals for display or for exhibition purposes, whether gratuitously or for a fee, unless all requirements of state and federal laws are met. This subsection shall not be construed to apply to Zoological Parks, Animal Exhibitions or circuses.
- C. Any Owner of an Animal who fails to comply with the provisions of this section shall be subject to a fine in the amount of \$50 for the first offense, \$100 for the second offense, and \$300 for the third and subsequent offenses. Any Animal Control Officer may remove the offending Animal to a suitable animal shelter, and any charges to recover said Animal shall be payable by the Owner.

§ 110-13. Issuance of citations.

Animal Control Officers shall be authorized to issue a citation to any individual who, in his/her opinion, is in violation of any part of this Ordinance.

§ 110-14. Delegation of responsibilities.

The Mayor, City Clerk or Police Commissioner may appoint designees as the authority to fulfill such responsibilities of the City under this Ordinance. Notice of such designation shall be filed with the City Clerk no less than fifteen days before the effective date of any such designation. The City Clerk may, in his or her discretion, designate an agent or agents for Animal licensing.

§ 110-15. Enforcement; recordkeeping.

The provisions of this Ordinance shall be enforced by Animal Control Officers. It shall be a violation of this Ordinance to interfere with an Animal Control Officer in the performance of his/her duties. All Animal Control Officers shall submit reports of violations of this Ordinance to the Thomas J. O'Connor Animal Control Center and the Police Department. The Elections Office, as part of the annual census, shall make a list of all dogs owned by the inhabitants of the City and shall give copies of such list to the City Clerk and Chief Animal Control Officer. An Owner of a dog in the City who refuses to answer or answers falsely in response to a request from the Elections Office under this section shall be punished by a fine of \$25.

§ 110-16. Violations and penalties.

- A. Any person who violates any provision of this Ordinance may be penalized by a fine. Unless otherwise provided in this Ordinance, the fine shall be \$50 for each violation or for each day during which the violation is committed, continued, or permitted. Where this Ordinance provides for a maximum fine, the Advisory and Hearing Committee shall set the amount of the fine after considering the circumstances of the violation.
- B. If any person is found guilty by a court of violating any part of this Ordinance, his permit to own, keep, harbor, or have custody of Animals may be revoked.

§ 110-17. Payment Deadlines and Penalties

- A. All fines, fees and penalties under this Chapter shall be due and payable thirty days from the date printed on the bill or other notice, or in the absence of a bill or other notice, within thirty days from the date of the service or violation.
- B. If payment of a fine, fee or penalty is not made within the deadline set forth in Section 110-17(A), a late payment charge of \$25 shall be assessed for each individual fine, fee or penalty.
- C. If payment of a fine, fee or penalty is not made within sixty days of the date printed on the bill or other notice, or in the absence of a bill or other notice, within sixty days from the date of the service or violation, interest at twelve percent per annum shall be assessed on all outstanding amounts, including the amount of late payment charges imposed under Section 110-17(B).
- D. Fines, fees, penalties and associated late payment charges and interest under this Chapter shall be collected by the City Collector or his/her designated deputies.
- E. Outstanding fees and associated late payment charges and interest shall become a municipal lien against the Owner's property in accordance with the provisions of M.G.L. c. 40 § 58.

Approved as to form:

Ryan J. Barry
Associate City Solicitor


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
SPECIAL ACT (ID # 2898)

Meeting: 01/12/15 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2898

An Act Exempting the Positions of Civil Engineer in the City of Springfield from the Provisions Chapter 245 of the Acts of 1951

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 vote of the City Council June 4, 1963, accepting, the provisions of Chapter 245 of the Acts of 1951, and any contrary provisions of general or special laws or charter, the City of Springfield shall be exempt from the provisions of Chapter 245 of the Acts of 1951, entitled "An Act Relative to the Remuneration of Civil Engineers Employed in Certain Cities" with respect to persons employed by the city upon the effective date of this Act, and any successor to the incumbent officer or employee.

SECTION 2.

This act shall take effect on its passage.

To the Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled.

The undersigned Domenic J. Sarno, Mayor of the City of Springfield, *respectfully*

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 Positions of Civil Engineer in the City of Springfield from the Provisions of Chapter 245 of the Acts of 1951, "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