



City of Springfield

Regular Meeting

~ Draft ~

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

Linda Fitzpatrick
413-787-6559

Monday, March 23, 2015

7:00 PM

Springfield City Hall -- Council Chambers

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

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

1. Jay Michaelman spoke relative to the Casino Overlay District and parcel 14 requesting the Council to deny MGM's Overlay Zone request until all legal issues are resolved.
2. Rhonda Latney spoke relative to the building of casino in the City and lack of environmental studies.
3. Daryll Deviler spoke relative to the re-building of Cathedral High school in the East Forest Park neighborhood.

Call to Order

7:00 PM Meeting called to order on March 23, 2015 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Thomas M. Ashe	At-Large Councilor	Present	
Timothy C. Allen	Ward 7 Councilor	Late	7:04 PM
Clodo Concepcion	Ward 5 Councilor	Present	
Kenneth E. Shea	Ward 6 Councilor	Present	
Orlando Ramos	Vice President	Present	
Timothy J. Rooke	At-Large Councilor	Present	
Bud L. Williams	At-Large Councilor	Late	7:07 PM
E. Henry Twiggs	Ward 4 Councilor	Absent	
Justin Hurst	At Large Councilor	Present	
Melvin A. Edwards	Ward 3 Councilor	Present	
Zaida Luna	Ward 1 Councilor	Present	
Kateri B. Walsh	Vice President - At-Large Councilor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	

Moment of Silence - Pledge of Allegiance

A. Communications

1. Order (ID # 2990)

February Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Read and Patrick Burns, City Comptroller made presentation to the City Council relative to the period ending 2-28-2015 and the Report shows that the City had spent 68% of the yearly budget and commitment 1 for Excise taxes are starting to come in the \$2.6 million of the amount \$7.4 million. Councilor Allen asked whether the City would have a surplus this Fiscal Year and Mr. Burns said revenue is seasonal but he concerned about snow and ice deficit as DPW has spent about \$1.8 over the amount appropriated but was on track for the FY15 balance budget and maybe a surplus. Council received the Report by a majority voice vote with Councilor Twiggs absent and the Report was put on file for the Finance Committee to discussion.

ATTACHMENTS:

- February Revenue Vs. Expenditure Report (PDF)

RESULT:	RECEIVE REPORT
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B. Reports of Committee**1. Report from the Public Safety Committee**

Read and explanation given by Councilor Thomas M. Ashe, Chair of the Public Safety Committee (Councilors Ashe, Hurst, Allen) met on March 19, 2015 and Chair Ashe stated that the Committee met with Police Department, DPW and Law Department to discuss creating an ordinance or special act to increase the fine for "jay-walking" from \$1 to \$25 but not as a money maker but for the sake of public safety and to make citizens aware of the consequences for crossing the street at the wrong location. Chair Ashe also stated that the Police Department had indicated that there were 9 citizens killed in pedestrian incidents in 2014. The Council received the Report by a majority voice vote with Councilor Twiggs absent. Councilors Hurst and Ramos said that they in favor of an education or public awareness campaign because poor citizens who don't have a car and walk or take a bus and don't have the money to pay fines. Councilors Williams and Shea spoke stating that you have to take care of the small things because they lead to big crimes and you have to draw a line somewhere and you can't have people running or walking in street and in front of cars and City needs to take crossing the street seriously but a fine of \$1 people will not make people pay attention but a \$25 fine will shown the public the seriousness of the matter. Councilor Hurst made a motion to refer to committee and was seconded by Councilor Williams and said motion passed a majority voice vote with Councilor Twiggs absent.

Motion To: a. Motion to Refer to Public Safety Committee

COMMENTS - Current Meeting:

Councilor Hurst made a motion to refer to committee and was seconded by Councilor Williams and said motion passed a majority voice vote with Councilor Twiggs absent and was referred to the Public Safety Committee.

RESULT: ADOPTED VOICE**2. Report from the Health and Human Services Committee**

Read and explanation given by Councilor Bud L. Williams, Chair of the Health and Humans Services Committee (Councilors Williams, Luna, Twiggs) met on March 13 and 19, 2015 and Chair Williams stated that the Committee met with Police Department, DPW, Code Health, Disability Commission, PVTa and Law Department to discuss the maintenance of bus stops, as the City ordinance is silent on who is responsible for the snow removal from bus stops and as the Ordinance only speaks to sidewalks and fire hydrants. Councilor Williams said that Mayor put up \$150,000 and with the help with Sheriff Department, PVTa started to clear snow for bus stops. Council received the Report by a majority voice vote with Councilor Twiggs absent. Councilor Walsh said she wanted to hear from the PVTa. Mary MacInnes, Administrator of the PVTa spoke stating that the PVTa does not own the bus stops and she is not aware of any other Authority that removes snow and that the PVTa does not have the money or manpower for snow removal from 700 bus stops and it would violates State laws to make the PVTa responsible for the removal. Ms. MacInnes also said that the PVTa and the City are working on a solution and asked for more time so that a solution could be found before next snow season. Associate City Solicitor Anthony Wilson stated that current State laws only allows cities and towns to fine individual for failure to remove snow and ice from sidewalks and fire hydrants and if the General Court pass this Special Act it would make PVTa responsible for the removal.

II. Informational**3. Informational (ID # 2995)**

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

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

ATTACHMENTS:

- 3-02-2015 Agenda (PDF)

RESULT: RECEIVED THE REPORT-PASSED**4. Zoning Ordinance (ID # 2986)**

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.

PETITIONER: Blue Tarp reDevelopment, LLC

ADDRESS: See Above

CHANGE REQUESTED:

Casino Overlay District

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a majority voice vote with Councilor Twiggs absent and public hearing is set for Monday, March 30, 2015. The Planning Board recommendation is to approve.

ATTACHMENTS:

- 3168_Casino_Overlay_District_2015_CC (PDF)

RESULT:**RECEIVED 1ST STEP****Next: 3/30/2015 7:00 PM****5. Zoning Ordinance (ID # 2987)**

To Change the Zoning of the Property Known as WS Elmore Avenue from Residence a to Commercial P

PETITIONER:

Caring Health Center, Inc.

ADDRESS:

See Above

CHANGE REQUESTED:

Res A to Com P

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a majority voice vote with Councilor Twiggs absent and public hearing is set for Monday, March 30, 2015. The Planning Board recommendation is to approve.

ATTACHMENTS:

- 3172_WS_Elmore_Ave_2015_CC (PDF)

RESULT:**RECEIVED 1ST STEP****Next: 3/30/2015 7:00 PM****III. Grants****6. Order (ID # 2984)**

FY15 Shannon CSI Grant - Reduced Authorization

COMMENTS - Current Meeting:

Read and an explanation was given by Pat Burns, City Comptroller that the grant was from Mass Executive Office of Public Safety "Shannon CSI Grant" but the grant is being reduced from \$786,932 to \$717,569.13 due to State 9C cuts and the grant would still be used to identify and work directly with gangs members and youth at risk of becoming involved in gang activity to promote prevention, intervention, and suppression which will reduce gang related crime and youth violence and to pay police overtime, employee benefits, program supplies, salary expenses associated with a coordinator, and vendor contracts and the Order passed by a majority voice vote with Councilor Twiggs absent.

ATTACHMENTS:

- Request for Grant Set-Up Shannon 2016 3-6-2015 (DOC)
- Shannon SFY15 CSI Contract 9c - Springfield (1) (PDF)
- State Budget Cuts (2) (PDF)

RESULT: PASSED BY VOICE VOTE**7. Order (ID # 2985)**

Grant Acceptance - No Match Required \$146,800

COMMENTS - Current Meeting:

Read and an explanation was given by Sgt. Carla Daniele of the Police Department that the grant was from Mass Executive Office of Health and Human Services "Safe and Successful Youth Initiative Grant" in the amount of \$146,800.00 is a extension to fund a multi-faceted strategy for reducing youth violence through a coordinated intervention strategy focused on "proven risk youth" identified as the highest risk individuals for being perpetrator or victim of shooting or stabbing violence and this amount is fourth installment for the current fiscal year and the Order passed by a majority voice vote with Councilor Twiggs absent.

ATTACHMENTS:

- Springfield SSY Contract Amd 7-FINAL (PDF)

RESULT: PASSED BY VOICE VOTE**8. Order (ID # 2983)**

Mass Animal Coalition License Plate Grant Acceptance - No Match Required \$10,000

COMMENTS - Current Meeting:

Read and an explanation was given by Pam Peebles, Director of the TJO to accepted a "Mass Animal Coalition Plate Grant" in the amount of \$10,000 on behalf of the T J O'Connor Animal Control and Adoption Center to conduct spayed and neutered clinic and to decrease the number of homeless, neglected, displaced and abused animals in the City and the Order passed by a majority voice vote without discussions with Councilor Twiggs absent.

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ATTACHMENTS:

- MAC License Plate (PDF)

RESULT: PASSED BY VOICE VOTE**9. Order (ID # 2980)**

TJO Donations - No Match Required \$3,265.99

COMMENTS - Current Meeting:

Read and an explanation was given by Pam Peebles, Director of the TJO to accepted a donation from various individuals and entities in the amount of \$3,265.99 on behalf of the

T J O'Connor Animal Control and Adoption Center to support for the care animal and the Center and the Order passed by a majority voice vote without discussions with Councilor Twiggs absent.

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ATTACHMENTS:

- TJO Donations (PDF)
- TJO Donations Grant Set Up (PDF)

RESULT: PASSED BY VOICE VOTE

IV. General Business

(10.) (ID # 3001) Chapter 16- Article XIX Boards, Commissions and Committees-Citizens' Police Hearing Board

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 16 thereof, entitled Boards, Commissions and Committees, by adding Article XIX entitled Citizens' Police Hearing Board.

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

59. Establishment and Composition

There shall be established a board to be known as the "Citizens' Police Hearing Board," hereinafter the "Board."

The Mayor and the President of the Springfield City Council shall appoint the members of the Board. The Mayor shall appoint four (4) members of the board and the President of the Council shall appoint three (3) members. In doing so they may give consideration to recommendations made from a broad array of groups across the City.

The Board shall consist of 7 members who are residents of the City. Members shall participate in all training and preparatory meetings and act without conflict of interest on the part of any member thereof.

The Board will be chaired by an Attorney with experience in administrative procedures. The chairperson will chair at least one Board meeting every quarter. The chairperson shall schedule any additional Board meetings with the advice of the Board.

The term of appointment of members shall be for three years.

60. Qualifications for Board

The members of the CPHB do not need to have had investigatory experience; however, they must be persons of integrity with diverse backgrounds. Potential Board members should recognize the significant commitment of time that Board membership requires and be willing to commit sufficient time to the effort. In addition to bi-weekly Board meetings, Board members will be occasionally asked to participate in community outreach and education activities.

The members of the Board must agree to keep information on specific complaints or investigations confidential as is the present practice within the IIU. This is a fundamental responsibility and failure to keep private information confidential will be grounds for removal from the Board.

61. Training for Board Members

The Personnel Department and the Law Department shall develop a training program for all new Board members that shall be available to the Mayor and members of the City Council upon request. This training shall include:

- The current procedures for filing and investigating a complaint.
- The elements of a thorough investigation including a review of a number of actual case files from closed investigations.
- The Policies of the SPD regarding respectful treatment of civilians.
- The Policies of the SPD regarding appropriate use of force.
- The Role of Civilian Oversight Boards in other jurisdictions.
- Legal Requirements for protection and confidentiality of private governmental documents.
- Hearing procedures and requirements under the provisions of Civil Service Laws and collective bargaining agreements for the conduct of administrative disciplinary hearings.

As part of this training a set of reference materials should be provided to each Board member. These materials should include copies of all relevant Massachusetts statutes, all SPD policies and procedures regarding officer misconduct and use of force, and a copy of this Ordinance. This training should be repeated annually or when new members are appointed to the Board.

62. Responsibility of Board Members

It shall be the responsibility of the Board to:

- A. Accept all civilian complaints otherwise filed with the Springfield Police Department (SPD) or any other city or state agency regarding the activities of the SPD (The police commissioner may take appropriate actions to maintain the security of police documents, reports or files examined by the Board).
- B. Review the sufficiency of internal investigations completed by the Springfield Police Department, and to make recommendations to the police commissioner for further investigation or action.
- C. To act individually or as a group as hearing officers, designated by the Police Commissioner, as the appointing authority pursuant to Chapter 31 of the General Laws, in complaints under jurisdiction of the Board. A Board member shall recuse themselves from any hearing if he or she determines they cannot consider a case in a fair and impartial manner because of personal prejudice or bias, and shall so inform the Board.
- D. Examples of personal bias include, but are not limited to:

1. Familial relationship or friendship with parties to the complaint;
 2. Being a party to the complaint;
 3. Witnessing material events relevant to the complaint;
 4. Having a financial interest in the outcome of the case;
 5. Holding a bias for or against a party that is sufficient to impair the examiner's impartiality.
- E. Hearing Officer shall avoid making public comment on all pending complaints, investigations and matters, whether or not they are serving on particular cases.
- F. A Hearing Officer shall consider the complaint in a fair and impartial manner, ensure that facts are fully elicited, adjudicate all issues and avoid undue delay and shall be conducted in accordance with the applicable provisions of state and federal law, including but not limited to M.G.L. c. 31, pertaining to Civil Service, or the Open Meeting Law, and any applicable provisions of a collective bargaining agreement.
- G. The Hearing Officer is also authorized pursuant to Chapter 31 of the General Laws in the case of any unresolved complaint where a hearing is held, to subpoena witnesses, compel their attendance, administer oaths, take the testimony of any person under oath and in connection therewith to require the production of any evidence relating to any matter in question before the Board.
- H. A Hearing Officer shall make written findings of fact and a determination of the merits of the complaint and, if the Hearing Officer determines that one or more allegations in the complaint are sustained, a recommendation for any discipline warranted, after providing the employee with an opportunity to speak personally or through a representative and after consideration of the employee's work history. In the merits determination, the Hearing Officer shall make one of the following decisions about each allegation in the complaint:
1. "Unfounded," where the investigation determined no facts to support that the incident complained of actually occurred;
 2. "Sustained," where the complainant's allegation is supported by sufficient evidence to determine that the incident occurred and the actions of the officer were improper;
 3. "Insufficient facts," where there are insufficient facts to decide whether the alleged misconduct occurred;
 4. "Exonerated," where a preponderance of the evidence shows that the alleged conduct did occur but did not violate the policies, procedures, practices, orders or training of the SPD.
- I. The Hearing Officer's findings and recommendation for discipline, if any, shall be filed with the Board and the Police Commissioner. Within seven days after the filing of the report of the Board with the Police Commissioner, the Commissioner shall give to such employee a written notice of the Police Commissioner's decision, which shall state fully and specifically the reasons therefore, and which

shall be subject to the present means of review by civil service appeal or arbitration as provided by the applicable collective bargaining agreement.

- J. The Board shall be authorized to attempt by voluntary non-binding mediation to resolve any complaint within its jurisdiction if it deems appropriate and the complainant and the subject officer agree to participate in such mediation.
- K. The Board shall utilize staff of the personnel, labor relations, and law department of the City subject to appropriation, and such other staff, as are necessary to carry out its duties pursuant to this ordinance. The Personnel Director shall be responsible for the administrative operation of the commission and shall perform such other tasks as the Mayor may determine upon recommendation of the Board. The Labor Relations Department shall create a full-time clerk position to provide administrative support and assist in the issuance of notices, subpoenas, reports and correspondence. The Director of Labor Relations shall arrange for presentation of cases at hearing. The Law Department shall provide legal advice to the Board.

63. Removal from Board

The Mayor may remove a member from the Board before their term expires.

64. Public Outreach and Communication

- A. To help increase the open access to the complaint process the department will need to educate the public about the complaint reporting process, including information about when and how to file a complaint. Presentations to community groups, schools, community organizations and religious groups about the complaint reporting process may be necessary as part of a broader effort to help people increase trust and confidence in the complaint investigation process.

This communication process should involve both members of the IIU and members of the Board. Joint presentations will help reflect the openness of the department. Such presentations should be made in the neighborhoods of Springfield and should be done in conjunction with existing community organizations whenever possible.

- B. In addition to general education and outreach, the Board shall communicate with complainants about the status of investigations, and (where appropriate) the public. The Board shall keep track of all Citizen Complaints, hearings, and findings, and identify each with an incident number, date of incident, location of incident, the nature of the misconduct, the name of the complainant and name of officer or officers alleged to have committed the misconduct and publicly disseminate notice of the review of any such incidents on a quarterly basis, but shall not disseminate the names of any participants or disciplinary action imposed identifying the name of the officer involved in any incident without the consent of such party.
- C. The Board shall meet at least quarterly with the Police Commissioner to exchange observations and recommendations in an open meeting, without reference to any particular officer unless the provisions of the Open Meeting Law have been complied with. The data gathered by the Board as well as any reports or recommendations voted by the Board with regard to the interaction of police officers and members of the community shall be reviewed by the Police Commissioner when considering disciplinary actions, promotions, assignments, training or adoption or amendments of the policies and procedures of the Springfield Police Department.

- D. After a complaint is closed the Board shall promptly notify the complainant of the findings and may provide copies of any portions of the internal affairs file which are a public record. Any actual order of disciplinary action addressed to an officer is not a public record, and shall not be disclosed by the Board. For the complainant, correspondence shall be sent by certified mail to help ensure they receive notice of the outcome. The Board may send satisfaction surveys, similar to those used by other Police Departments, to both complainant and officers when each complaint is closed.
- E. Every quarter, the Board shall provide to the Mayor and the City Council a report of its investigations and determinations into allegations of police misconduct. Said report shall only contain information from public records under M.G.L. c. 66 § 10. The report shall not contain records protected from disclosure under M.G.L. c. 4 § 7(26).

RESULT: REFERRED TO COMMITTEE**Next: 4/6/2015 7:00 PM****COMMENTS - Current Meeting:**

Read and an explanation was given by Councilor Timothy C. Allen that the Ordinance is to codify the Executive Order issued in 2010 creating the Community Police Hearing Board and a review of the Board activities in 2011 shows 160 complaints of which 109 were filed by citizens and 51 filed by the Police Department and the Police Department has 409 Police Officers of which 38% is Black and Latino or 150 officers. The proposal is intended to take the current Executive Order and turn it into new Ordinance with 4 changes (1) new name "Citizens' Police Hearing Board"; (2) Mayor appointment 4 members and City Council appoint 3 members; (3) training for board members and the City Council; and (4) adding administrative support so that reports and information is timely. Councilor Ashe said that the current system works well. Councilors Walsh, Edwards, Ramos and Williams said they supports the Ordinance but would like to have more meetings by allowing citizens to participate and to learn how the Board works and have stagger appointment. Councilor Williams said the current Board needs real power and real authority to fire an officer. Councilor Shea said that he wants the proposed Ordinance to go to committee and made that motion and was seconded by Councilor Concepcion and after a voice vote the Chair was in doubt and a roll call vote was requested. The Council passed 1st step and was referred to the Committee on Ordinances by a majority voice vote with Councilor Twiggs absent.

Motion To: A. Motion to Refer to Committee

COMMENTS - Current Meeting:

Councilor Shea said that he wants proposed Ordinance to go to committee and made a motion to refer to the Public Safety Committee and was seconded by Councilor Concepcion and after a voice vote in which the Chair was in doubt and a roll call vote was requested. The motion to committee failed by the following roll call vote.

RESULT:	DEFEATED [5 TO 7]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Ashe, Concepcion, Shea, Rooke, Walsh
NAYS:	Allen, Ramos, Williams, Hurst, Edwards, Luna, Fenton
ABSENT:	E. Henry Twiggs

11. Resolution (ID # 2998)

Eversource

COMMENTS - Current Meeting:

Read and an explanation was given by Councilor Bud L. Williams that the resolve is to support an effort by State Representative Jose Tosado to repeal Eversource 29% rate hike but Councilor Williams said he had to amend some of the language as follows; (1) striking the word "that" in 2 paragraph after rate hike; (2) striking "has begun" after Tosado in the 3 paragraph and inserting "will be supporting"; and (3) adding after Tosado's "and the" and was seconded by Councilor Edwards and said amendments passed by a majority voice vote with Councilor Twiggs absent and the Resolve as amended passed by a majority voice vote with Councilor Twiggs absent.

RESULT:	PASSED BY VOICE VOTE
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Motion To: A.. Motion to Amend**COMMENTS - Current Meeting:**

Councilor Williams said he had to amend some of the language as follows; (1) striking the word "that" in 2 paragraph after rate hike; (2) striking "has begun" after Tosado in the 3 paragraph and inserting "will be supporting"; and (3) adding after Todaso's "and the" and was seconded by Councilor Edwards and said amendments passed by a majority voice vote with Councilor Twiggs absent

RESULT:	ADOPTED VOICE
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12. Special Act (ID # 2988)

An Act for the Removal of Snow and Ice from Bus Stops Within the City of Springfield

COMMENTS - Current Meeting:

Read and explanation given by Councilor Bud L. Williams, Chair of the Health and Humans Services Committee (Councilors Williams, Luna, Twiggs) that the Special Act is asking the General Court to make the PVTa responsible for the snow removal from bus stops. Councilor Williams stated that he met with Police Department, DPW, Code Health, Disability Commission, PVTa and Law Department to discuss the maintenance of bus stops as the City ordinance is silent on who shall be responsible for the snow removal from bus stops as the Ordinance only speaks to sidewalks and fire hydrants. Councilor Williams also said that Mayor had put up \$150,000 and with the help with Sheriff Department and

PVTA cleared snow for bus stops for 2 weeks. Councilor Walsh said she want to hear from the PVTA. Mary MacInnes, Administrator of the PVTA spoke stating that the PVTA does not own the bus stops and she is not aware of any other Authority that removes snow and that the PVTA does not have the money or manpower for snow removal from 700 bus stops and it would violates State laws to make the PVTA responsible for the removal. Ms. MacInnes also said that the PVTA and the City are working on a solution and asked for more time so that a solution could be found before next snow season. Associate City Solicitor Anthony Wilson stated that current State laws only allows cities and towns to fine individual for failure to remove snow and ice from sidewalks and fire hydrants and if the General Court pass this Special Act it would make PVTA responsible for the removal. Councilor Walsh made a motion to refer to committee and was seconded by Councilor Edwards.

ATTACHMENTS:

- Memorandum for PVTA Special Act (DOC)

RESULT: REFERRED TO COMMITTEE**Next: 4/6/2015 7:00 PM****Motion To:** A. Motion to Refer to Committee**COMMENTS - Current Meeting:**

Councilor Walsh made a motion to refer to committee and was seconded by Councilor Edwards and said motion passed a majority voice vote with Councilor Twiggs absent and was referred to State and Federal Relations Committee.

RESULT: ADOPTED VOICE**13. Order (ID # 2994)**

Nonbinding Question on Extedning the Term of Service for the Springfield City Council

COMMENTS - Current Meeting:

Read and an explanation was given by Councilor Kateri B. Walsh that the Order is a non-binding question to ascertain the will of the people of the City as to whether or not they are in favor of a 4 year term for the City Council so that the terms of the Mayor and the School Committee all would be 4 years and could be a cost saving of \$150,000 for each election not held. Councilor Ramos said that he is not in favor of a 4 year term but he believes the voters should vote on the matter but he will be voting against the question on the November ballot. Councilor Concepcion said that question will lead to a conflict with election for Mayor and School Committee and he not in favor of the question. Councilor Allen said that Mayor and the School Committee terms are not sync so it not going to save money and the Order passed by the following roll call vote.

RESULT:	ADOPTED [10 TO 2]
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Ashe, Allen, Shea, Ramos, Williams, Hurst, Edwards, Luna, Walsh, Fenton
NAYS:	Clodo Concepcion, Timothy J. Rooke
ABSENT:	E. Henry Twiggs

14. Order (ID # 3002)

Order Approving a Contract Over 3 Years for Replacement Vehicle Lease Financing

COMMENTS - Current Meeting:

Read and an explanation was given by Mario Mazza, Deputy Director DPW that the Order is to allow the Purchase Department to solicit bids for lease-purchase financing of replacement vehicles for various department (excluding Police and Fire) for 5 years at an estimated cost of \$1,000,000. Councilor Walsh asked how pothole repair is going and Mr. Mazza said "hot patch" just became available and DPW has crews working to fix pot-holes as they come in from 311 Call Center and the Council office and the Order passed by the following roll call vote.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

15. Order (ID # 2991)

50 East Street Bond Authorization - \$650,000

COMMENTS - Current Meeting:

Read and Rule 19 suspended and an explanation was given by T J Plante, CAFO and Peter Garvey, Director of the Department of Capital Asset Construction that the bond order is to start work on the Police Department new training academy, Juvenile Assessment Center, Tactical Response Unit and evidence storage system for the former US Army Reserve Command Center at 50 East Street and to appropriate \$650,000 to update the fire protection system, as well as upgrades to outdated plumbing and electrical, boilers, HVAC and heating and cooling system. Councilor Allen said he had a question about bonding in general and how the bond works and Mr. Plante said the authorization allows the Comptroller to setup an account so that the City can spend money for each project and the Bonds are sold usually in January or February when the rates are more favorable to the City. Councilor Williams asked if the REO would apply to these projects and Mr. Plante said yes and read for a second time and the Order passed by the following roll call vote.

ATTACHMENTS:

- CAFO Cert - 50 East (PDF)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

16. Order (ID # 2993)

Senior Center Bond Authorization - \$800,000

COMMENTS - Current Meeting:

Read and Rule 19 suspended and an explanation was given by T J Plante, CAFO and Peter Garvey, Director of the Department of Capital Asset Construction that the bond order is to start work on a new Senior Center and to appropriate \$800,000 for the conceptual design phase. Councilor Allen said he had a question about bonding in general and how the bond works and Mr. Plante said the authorization allows the Comptroller to setup an account so that the City can spend money for each project and the Bonds are sold usually in February when the rates are more favorable to the City. Councilor Williams asked if the REO would apply to these projects and Mr. Plante said yes and read for a second time and the Order passed by the following roll call vote.

ATTACHMENTS:

- CAFO Cert - Senior Center (PDF)

RESULT:	ADOPTED [11 TO 1]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh
NAYS:	Michael A. Fenton
ABSENT:	E. Henry Twiggs

17. Order (ID # 2992)

South End Community Center Bond Authorization - \$750,000

COMMENTS - Current Meeting:

Read and Rule 19 suspended and an explanation was given by T J Plante, CAFO and Peter Garvey, Director of the Department of Capital Asset Construction that the bond order is to start work on a new South End Community Center to provide a facility as an alternative to gangs through athletic/recreation activities, sports clinics, community meetings, and special events, after school activities, social and life skills and to appropriate \$750,000 for the conceptual design phase. Councilor Allen said he had a question about bonding in general and how the bond works and Mr. Plante said the authorization allows the Comptroller to

setup an account so that the City can spend money for each project and the Bonds are sold usually in February when the rates are more favorable to the City. Councilor Williams asked if the REO would apply to these projects and Mr. Plante said yes and read for a second time and the Order passed by the following roll call vote.

ATTACHMENTS:

- CAFO Cert - SECC (PDF)

RESULT:	ADOPTED [11 TO 1]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh
NAYS:	Michael A. Fenton
ABSENT:	E. Henry Twiggs

18. Order (ID # 2996)

Free Cash to Facilities: Building Services - \$134,609.95

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stated that the Order is to transfer \$134,609.95 from Certified Free Cash - Other Financing Uses to Facilities-Building - Snow Removal Services for the purpose of paying the snow removal or public building, schools and sand and salt because unlike DPW Facilities can not deficit pend for snow. Councilor Rooke asked if any of the amount was for the emergency bid and Mr. Plante said no just regular snow removal from municipal building an grounds and read for a second time and the Order passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification - Facilities Snow Transfer (PDF)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Justin Hurst, At Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

19. Order (ID # 2989)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of Rear NS Central St. (02560-0230) to Viva Development LLC

COMMENTS - Current Meeting:

Read and an explanation was given by Tina Quagliato from the Office of Housing and Melvyn Altman, Associate City Solicitor that the property (Rear NS Central St) was being transferred to Viva Development, LCC under the abutter lot program with certain conditions and covenants and was sold for \$1,636.70 and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed Rear NS Central St. (Par.230) (DOC)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

20. Order (ID # 2997)

Approval of the Sale of 120 Mill Street Via Quitclaim Deed to Demetrios Panteleakis

Please see attachments

COMMENTS - Current Meeting:

Read and an explanation was given by Tina Quagliato from the Office of Housing and Melvyn Altman, Associate City Solicitor that the property (120 Mill St) was being transferred to Demetrios Panteleakis under a RFP selection committee process for redevelopment purposes with certain conditions and covenants under tax title foreclosure program. Councilor Allen asked why the low price and Ms. Quagliato said the price is low because the property needs a lot of work. Councilor Edward said that the Maple High Six Corner Neighborhood Council had reviewed the project and are in full support and was sold for \$1,000 and the Order passed by the following roll call vote.

ATTACHMENTS:

- City Council Order - Transfer of 120 Mill Street (DOCX)
- 120 Mill Street mayor rec (PDF)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Justin Hurst, At Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

V. Suspension of Rules - NONE



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2990

A.1

February Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

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

For the period ended
02/28/15

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 171,580,896	\$ 128,164,797	\$ (43,416,099)	75%
Real Estate & Personal Property Taxes - Tax Liens	-	1,321,393	1,321,393	0%
Motor Vehicle Excise	9,600,000	2,646,931	(6,953,069)	28%
Penalties, interest and other taxes	5,072,427	2,537,132	(2,535,295)	50%
Charges for Services	12,467,836	6,693,518	(5,774,318)	54%
Intergovernmental	346,115,651	229,562,541	(116,553,110)	66%
MSBA Payments	14,560,053	5,184,542	(9,375,511)	36%
Licenses and Permits	6,009,143	3,457,571	(2,551,572)	58%
Fines and Forfeits	423,386	287,800	(135,586)	68%
Interest earned on Investments	1,196,859	733,745	(463,114)	61%
Miscellaneous	5,252,990	7,401,271	2,148,281	141%
FY 2014 Net School Spending Shortfall (a.)	18,172,074	18,172,074	-	100%
Stabilization Reserves	3,856,130	3,856,130	-	100%
Other Financing Sources	361,125	361,125	-	100%
Overlay Surplus	2,700,000	2,700,000	-	100%
Total Revenues and Other Sources	597,368,569	413,080,568	(184,288,001)	69%

Expenditures and Other Uses:

General government	20,835,487	15,125,661	5,709,827	73%
Public safety				
Police	40,388,209	28,006,091	12,382,118	69%
Fire	20,293,920	12,601,181	7,692,739	62%
Centralized Dispatch	1,676,719	1,188,586	488,133	71%
Other	3,427,166	2,264,716	1,162,450	66%
Health and Welfare	4,908,005	3,030,912	1,877,093	62%
Public works	10,147,086	9,412,074	735,013	93%
Education	383,783,363	238,714,274	145,069,089	62%
Culture and recreation	12,369,128	8,778,266	3,590,862	71%
Pension and fringe	53,177,581	43,249,984	9,927,597	81%
State and district assessments	3,288,772	2,114,540	1,174,232	64%
Debt Service	38,090,246	35,606,659	2,483,587	93%
Pay as you go Capital	892,052	423,502	468,550	47%
Other Financing Use - Trash Enterprise Supplement	4,090,834	4,090,834	-	100%
Total Expenditures and Other Uses	597,368,569	404,607,279	192,761,291	68%

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

\$	-	\$	8,473,289	\$	8,473,289
----	---	----	-----------	----	-----------

(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
02/28/15

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government							
Public safety	19,817,650	1,017,837	20,835,487	13,592,206	1,533,454	5,709,827	73%
Police	40,386,314	1,895	40,388,209	27,361,467	644,625	12,382,118	69%
Fire	20,293,920	-	20,293,920	12,301,047	300,134	7,692,739	62%
Centralized Dispatch	1,676,719	-	1,676,719	1,187,228	1,359	488,133	71%
Other	3,430,409	(3,243)	3,427,166	2,035,804	228,912	1,162,450	66%
Health and Welfare	4,933,005	(25,000)	4,908,005	3,018,848	12,063	1,877,093	62%
Public works	10,115,556	31,530	10,147,086	8,826,889	585,185	735,013	93%
Education	369,413,118	14,370,245	383,783,363	211,667,197	27,047,077	145,069,089	62%
Culture and recreation	12,376,041	(6,913)	12,369,128	8,050,768	727,498	3,590,862	71%
Pension and fringe	53,177,581	-	53,177,581	44,239,984	(990,000)	9,927,597	81%
State and district assessments	3,288,772	-	3,288,772	2,114,540	-	1,174,232	64%
Debt Service	38,090,246	-	38,090,246	35,606,659	-	2,483,587	93%
Pay as you go Capital	892,052	-	892,052	199,169	-	468,550	47%
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	15,445,731	597,368,569	374,292,640	30,314,638	192,761,291	68%



City of Springfield

ADOPTED

2.3

Meeting: 03/23/15 07:00 PM

Initiator: Hector Velez

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2995

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Willow 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 March 23, 2015

City Clerk

We hereby certify that on March 2, 2015, at 1:30 PM, at 1437 Carew Street, (Behind Mary O Pottenger School) a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 23, 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

NOTICE OF MEETING
SPRINGFIELD TRAFFIC COMMISSION
MEETING AGENDA

Monday, March 2, 2015

1437 Carew Street, (Behind Mary O Pottenger School)

Meeting Room
1:30 P.M.

ACCEPT MINUTES OF THE MEETING OF AUGUST 4, 2014

New Business:

15-00 WILLOW ST.

A request to change one-way traffic flow from State Street to Park Street and associated traffic regulation changes.

15-03 HONORARY SIGN

Proposed procedures for honorary sign requests.



Christopher M. Cignoli, Secretary
Springfield Traffic Commission

NOTE: If you are unable to attend this meeting, please notify Hector Velez at 784-4891 or hvelez@springfieldcityhall.com to ensure a quorum.

Attachment: 3-02-2015 Agenda (2995 : Willow Street)

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:	3-4-15

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.

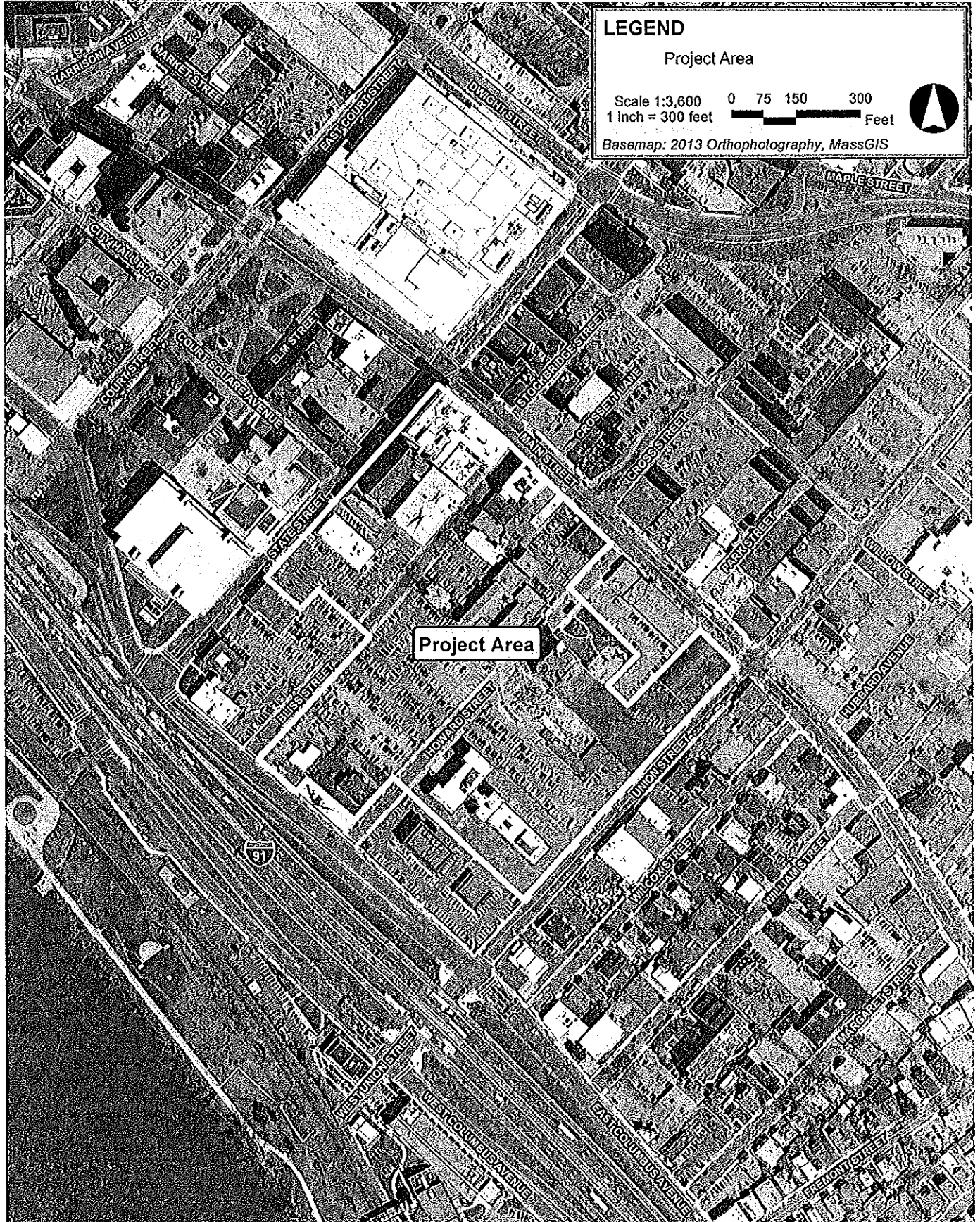
It is important to note that the Casino Overlay District and its provisions will only apply to the specific properties so designated by the City Council as allowing a casino and related uses with a valid and current gaming license issued by the Commonwealth. Should a property so designated lose its gaming 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.

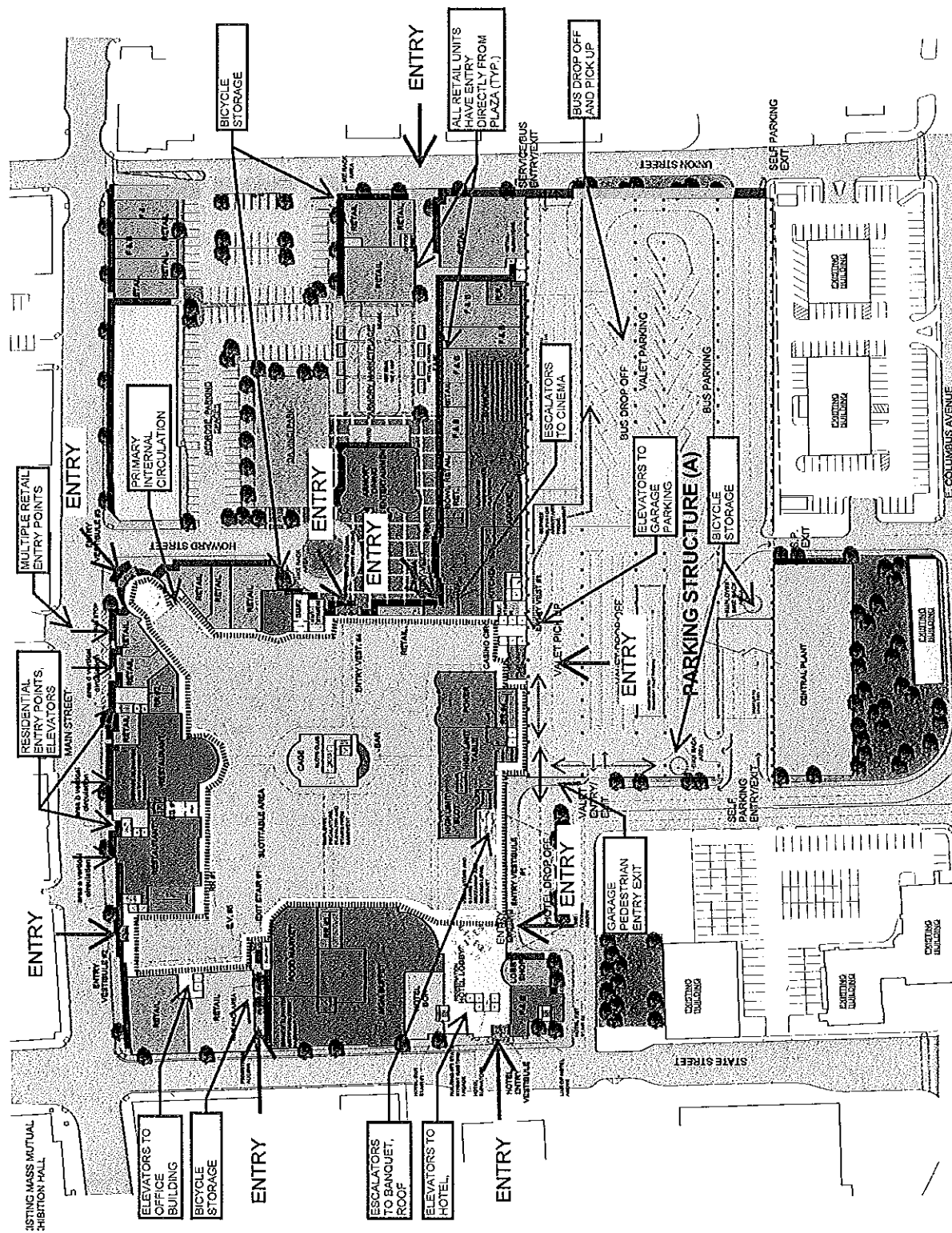
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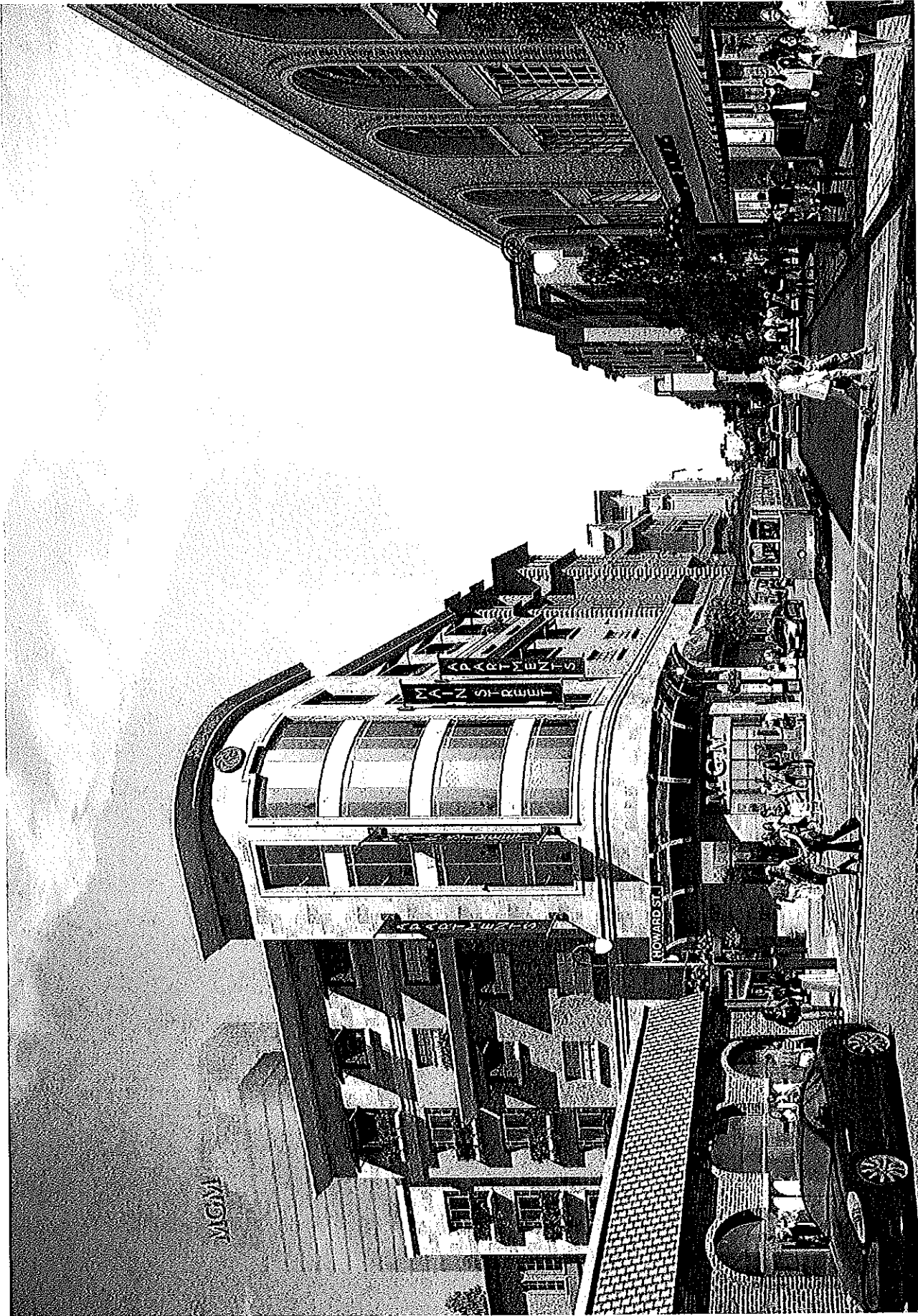
MGM Springfield Springfield, Massachusetts

epsilon
ASSOCIATES INC.

Figure 2-2
Aerial Locus Map



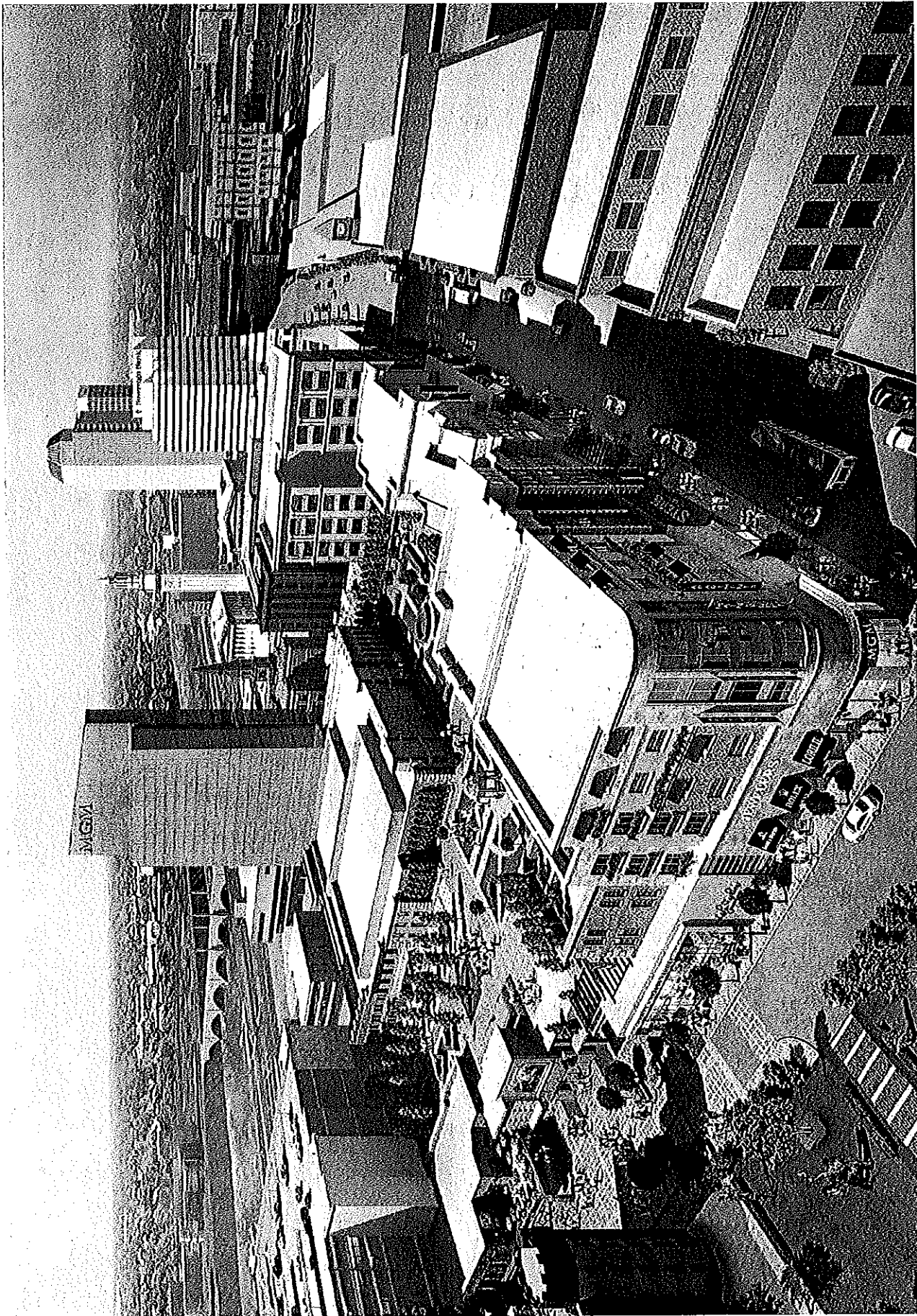




MGM Springfield Springfield, Massachusetts

Figure 2-4
View from Main Street

Attachment: 3168_Casino_Overlay_District_2015_CC (2986 : State Street, Union Street, Main Street, East Columbus Avenue)



MGM Springfield Springfield, Massachusetts

Figure 2-5
Aerial Perspective

Epsilon
ASSOCIATES, INC.

Attachment: 3168_Casino_Overlay_District_2015_CC (2986 : State Street, Main Street, Union Street, East Columbus Avenue)

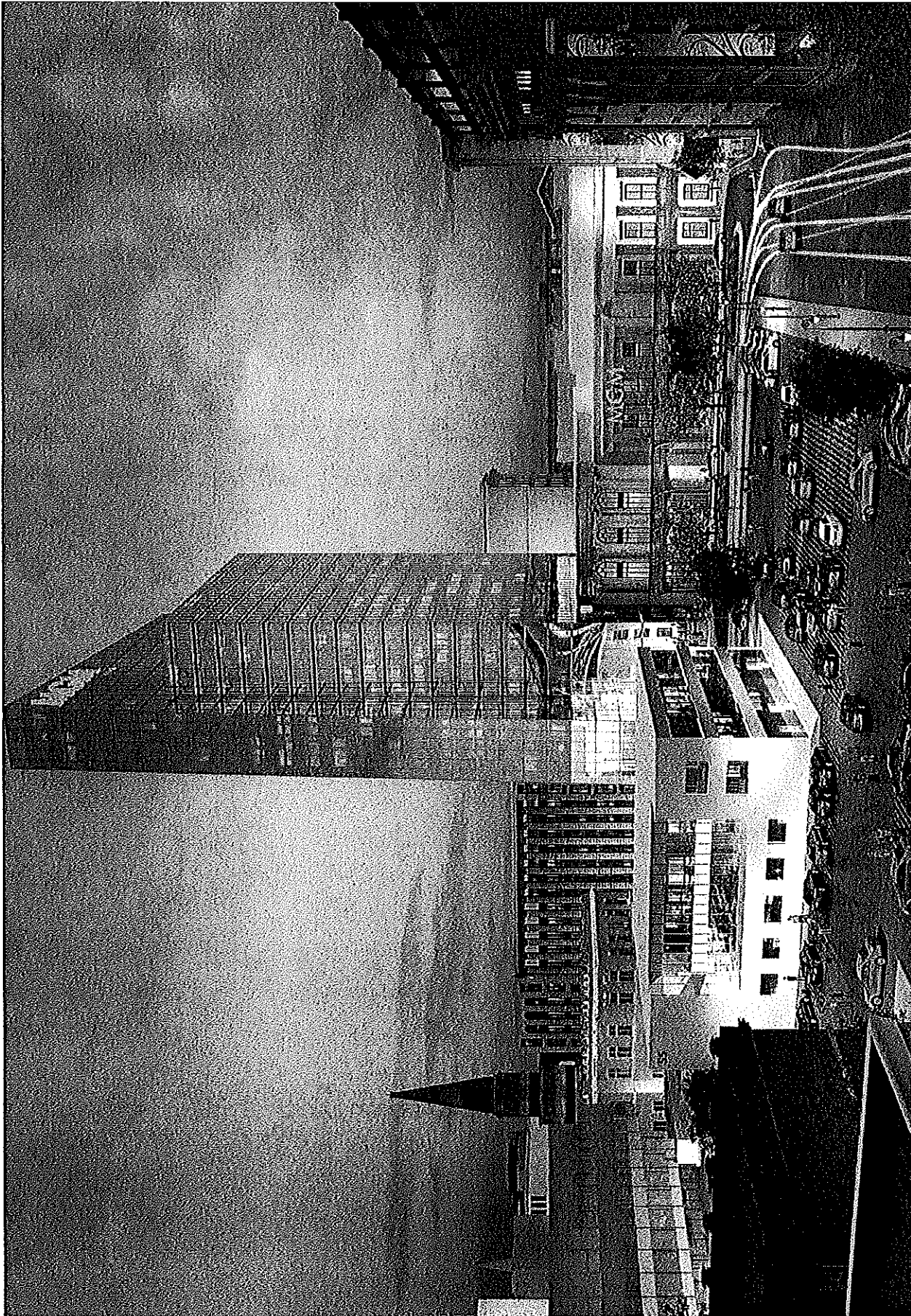


MGM Springfield Springfield, Massachusetts

Figure 2-6

View of the Plaza

Attachment: 3168_Casino_Overlay_District_2015_CC (2986 : State Street, Main Street, Union Street, East Columbus Avenue)



MGM Springfield Springfield, Massachusetts

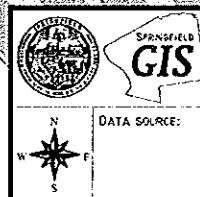
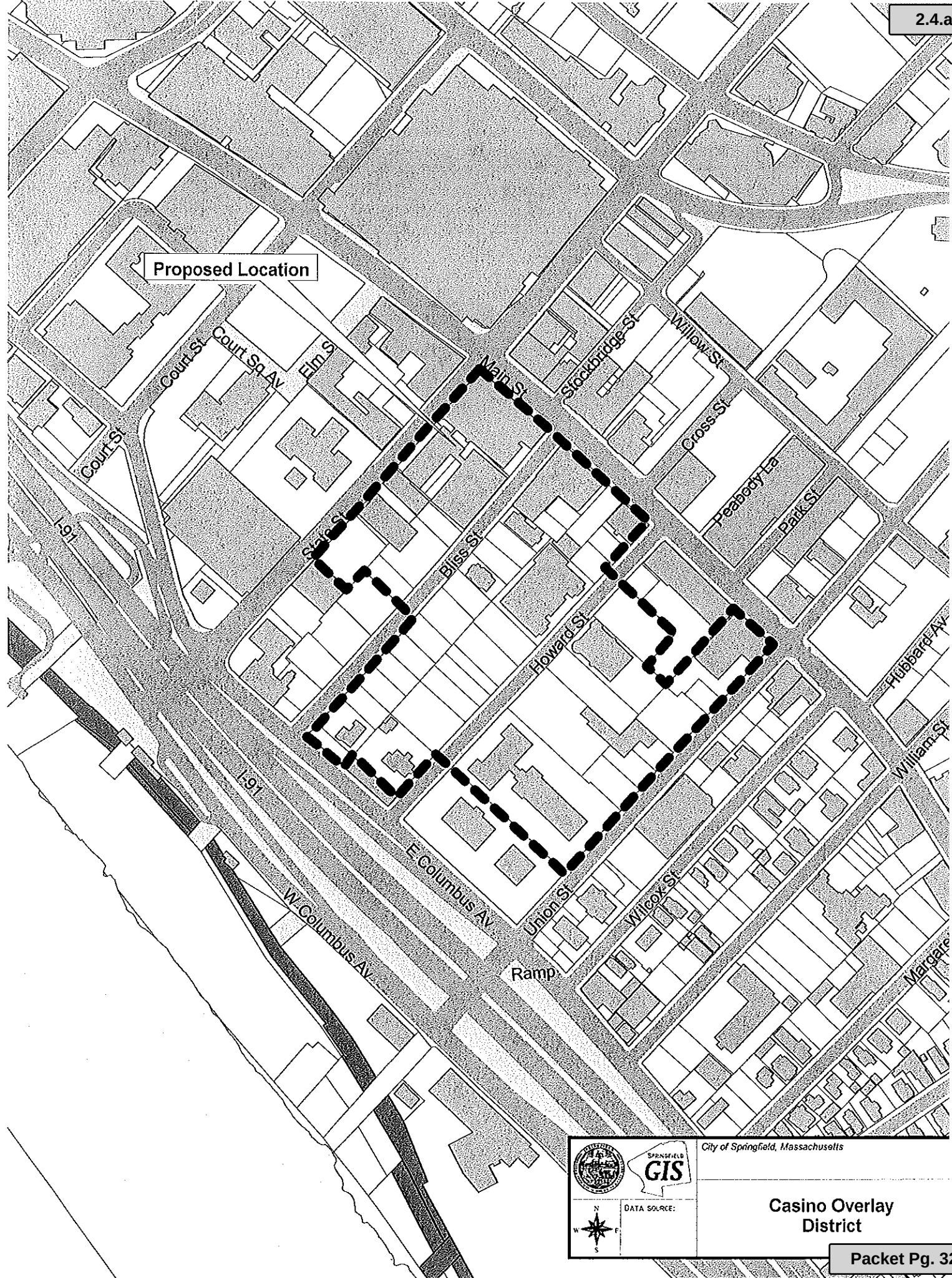
epsilon
ASSOCIATES, LLC

Figure 2-7

View of Hotel Tower

Attachment: 3168_Casino_Overlay_District_2015_CC (2986 : State Street, Main Street, Union Street, East Columbus Avenue)

Proposed Location



City of Springfield, Massachusetts

DATA SOURCE:

Casino Overlay
District



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

AN ORDINANCE

AMENDING SECTION 14 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 changing from Residence A to Commercial P the zoning on Plot #3172, Section 14 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 14 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 March 4, 2015 regarding the above Ordinance amendment.

3 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

Ben Swan Jr., Vice Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

AN ORDINANCE

AMENDING SECTION 14 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 changing from Residence A to Commercial P the zoning on Plot #3172, Section 14 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 14 Building Zone Map of the City of Springfield."

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: #3172
SECTION: 14

DATE: March 5, 2015

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: Caring Health Center, Inc.

ADDRESS: WS Elmore Avenue (04580-0004)

CHANGE REQUESTED: Proposed zone change from Residence A to Commercial P

PETITIONER'S PURPOSE STATEMENT: Provide off-street parking.

DATE OF PUBLIC HEARING: March 4, 2015

DATE OF FINAL DECISION: March 4, 2015

BOARD MEMBERS PRESENT and COUNT: six (6): Ms. Morin, Mr. Danielle, Ms. DeFillipo, Mr. Swan, Mr. Florian and Mr. Cignoli

FINAL MOTION: APPROVE

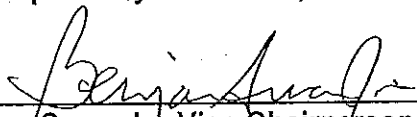
IN FAVOR: six (6): Ms. Morin, Mr. Danielle, Ms. DeFillipo, Mr. Swan, Mr. Florian and Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,


Ben Swan Jr., Vice Chairperson

SCALE

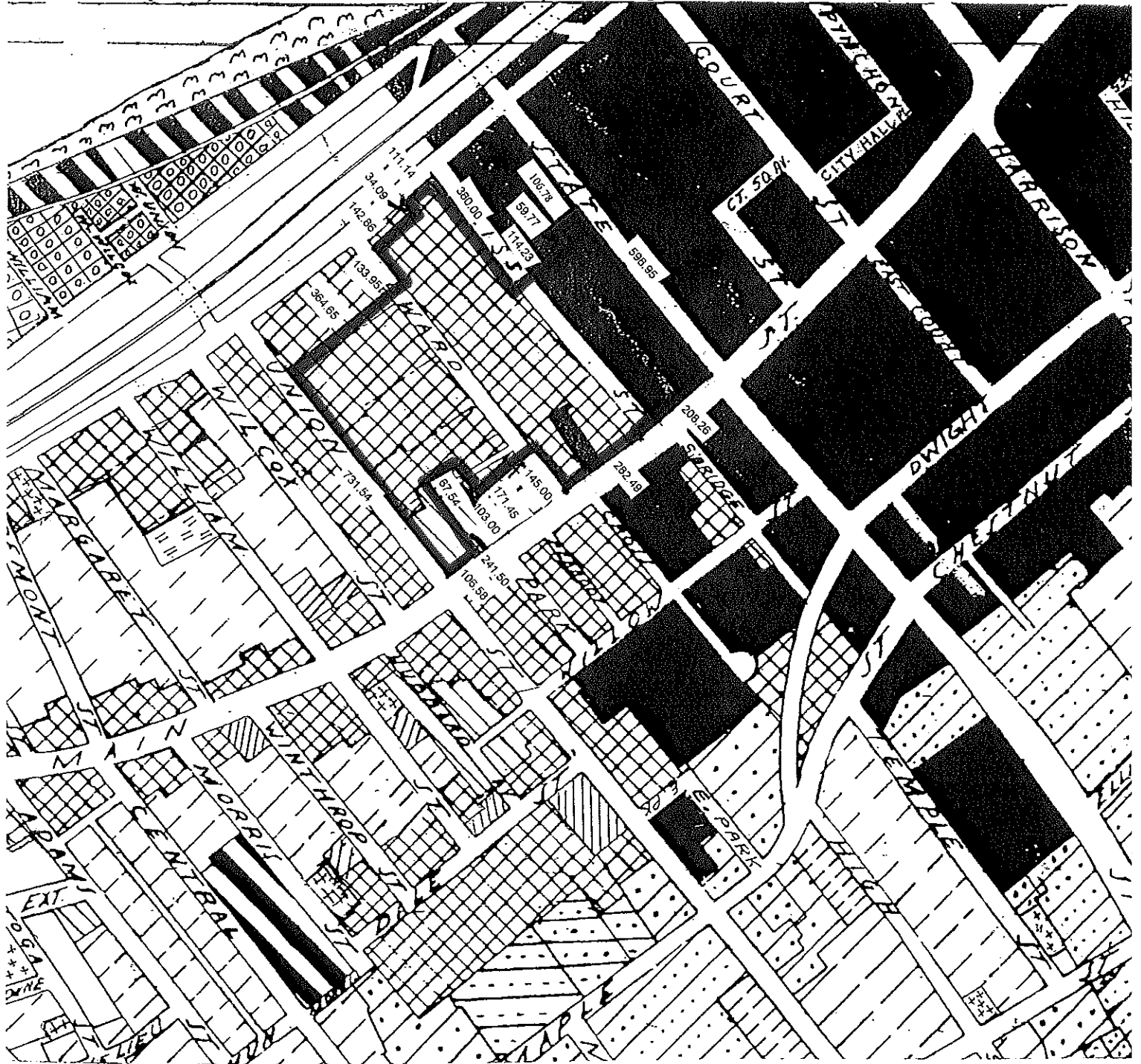
H = 400 FEET

SEC. 47 PLOT 3168

BUILDING ZONE MAP

2.4.a

OF THE CITY OF SPRINGFIELD
REVISED TO



PLOT _____ SECTION _____

0 400
200

SCALE - 1 INCH = 400 FEET

RES A		RES C1		BUS B			
RES B		RES C2		BUS C		COM P	
RES C		COM A		IND A		OFF A	
RES A1		BUS A		IND PK			

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE**

WS ELMORE AVENUE (04580-0004)

GENERAL INFORMATION

Applicant:	Caring Health Center, Inc.
Request:	Residence A to Commercial P
Location:	WS Elmore Avenue (04580-0004)
Parcel Size:	5,000 s.f.
Purpose:	Commercial parking lot.
Surrounding Land Use and Zoning:	The property is located in the Boston Road Neighborhood and is located in an area that has a mixture of both commercial and residential uses. To the north is a single-family house zoned Business A. To the south is the Caring Health facility zoned Business A. To the east is an auto-repair facility zoned Business B. To the west is a large retail plaza zoned Business A.
Comprehensive/ Neighborhood Plan:	The Boston Road Neighborhood Plan shows no changes to this area.
Site Visit:	2-26-15
Neighborhood Council Notification:	Pine Point Community Council: 2-10-15
Planning Board Hearing Date:	3-4-15

SPECIAL INFORMATION

Traffic & Parking:	N/A
Physical Characteristics:	Existing vacant lot and the site is flat.
Other Notes:	N/A

ANALYSIS

The petitioner has requested to change the zoning of the property known as WS Elmore Avenue from Residence A to Commercial P. The property is currently vacant. The petitioner intends to create a parking lot to support a proposed addition to the adjacent Caring Health facility.

As noted in similar requests, Commercial P is considered a transitional zone used between business zoned properties and abutting residentially zoned properties. The intent is to allow for the property to be used for commercial parking only. Commercial P does not allow for the expansion of the existing use or buildings. Due to this fact, the staff does not oppose the proposed zone change as the staff does not believe the proposed change will have a negative effect on the surrounding neighborhood and provides the much needed parking for this business.

As per the Zoning Ordinance, a ten (10) foot buffer planting strip will need to be provided along the rear property line which abuts the residential district. In reviewing the proposed plans, it appears that there is only a five (5) to six (6) foot buffer being proposed. A reduction of the required buffer can only be allowed through a variance from the Board of Appeals. Additionally, as per the Zoning Ordinance, this planting buffer strip must consist of dense evergreen plantings and an appropriate wall or solid fence. The purpose for this is to provide the maximum protection for the abutting residential property.

Lastly, it should also be noted that the petitioner must contact the Department of Public Works as they are going to have to approve the proposed paving/drainage plans and curb cuts.

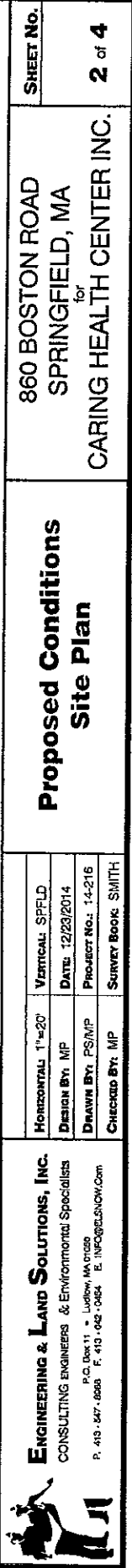


RECOMMENDATION

Approve.

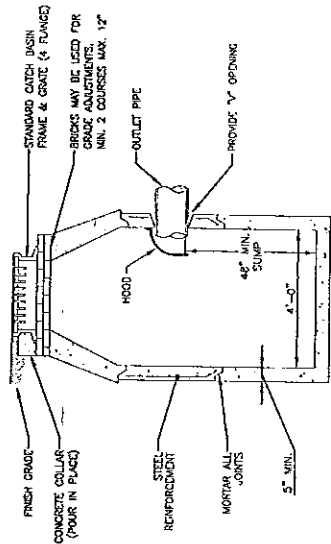


 ENGINEERING & LAND SOLUTIONS, INC. CONSULTING ENGINEERS & Environmental Specialists P.O. Box 11 • Ludlow, MA 01056 P. 413 - 547-8656 F. 413 - 652-0654 C. INFO@ELSNOW.COM	Existing Conditions Site Plan		860 BOSTON ROAD SPRINGFIELD, MA for CARING HEALTH CENTER INC.	SHEET NO.
	HORIZONTAL: 1"=20'	VERTICAL: SF/FLD		
	DESIGN BY: MP	DATE: 12/29/2014		
	DRAWN BY: PS/MP	PROJECT NO.: 14-216		
	CHECKED BY: MP	SURVEY BOOK: SMITH		

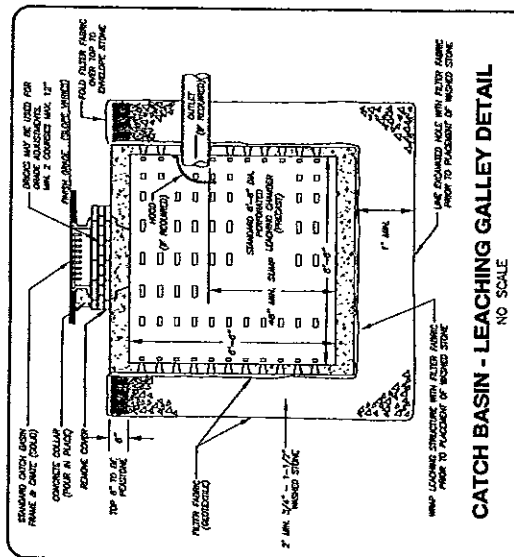
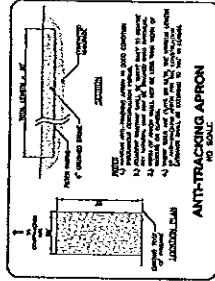


GENERAL NOTES:

4. UTILITIES:
 - A.) PROPOSED RIM ELEVATIONS ARE APPROXIMATE. SET BASIN RIM GRADES IN ACCORDANCE WITH GRADING PLAN CONCEPT. ADJUST ELEVATIONS OF EXISTING UTILITIES, GASES, ETC., WHICH ARE TO REMAIN TO BE FLUSH WITH FINISHED GRADE.
 - B.) THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY, THE RESPECTIVE UTILITY COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LOCATIONS TO BE COORDINATED WITH THE OWNER AND ALL OTHER PRIVATE UTILITIES.
 - C.) THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS AND SHALL BE RESPONSIBLE FOR PAYING ANY FEES FOR ANY POLE RELOCATION AND FOR THE ALTERATION OF EXISTING UTILITIES.
 - D.) THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE, DEPTHS, AND TYPES OF EXISTING UTILITIES. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK OR DIFFER FROM RECORDED DATA, THE LOCATION, ELEVATION, TYPE, AND SIZE OF UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LOCATIONS TO BE COORDINATED WITH THE OWNER AND ALL OTHER PRIVATE UTILITIES.
 - E.) UTILITIES FROM BUILDING (SEWER AND DRAIN) SHALL BE SCH. 40 WITHIN TEN (10) FEET OF BUILDING.
 - F.) WATER
 - G.) SANITARY SEWER:
 - PIPE AND FITTINGS SHALL BE PVC (POLYVINYL CHLORIDE) SEWER PIPE, TYPE P20A, SCH. 40.
 - SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH CITY OF SPRINGFIELD ENGINEERING DEPARTMENT STANDARDS.

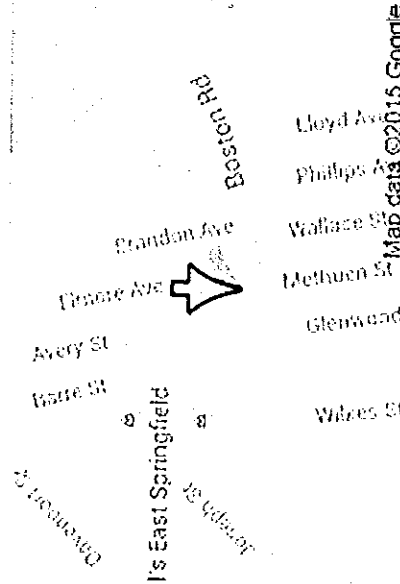


STANDARD PRECAST CONCRETE CATCH BASIN
NO SCALE



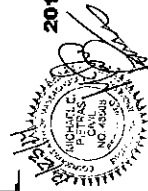
CATCH BASIN - LEACHING GALLEY DETAIL
NO SCALE

LOCUS:

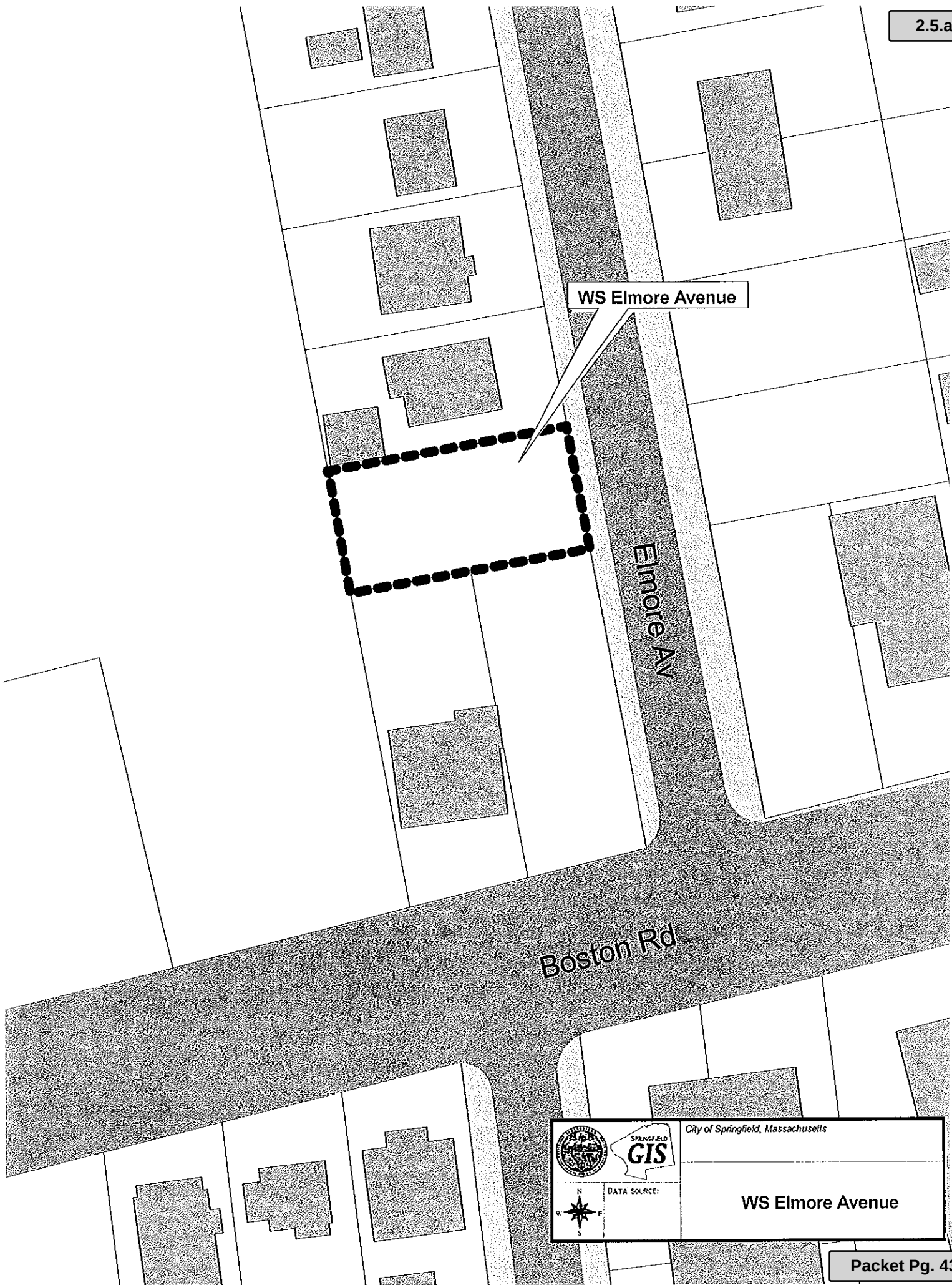


2015 GOOGLE

PVC AND HDPE PIPE BEDDING DETAIL
NTS



ENGINEERING & LAND SOLUTIONS, INC. CONSULTING ENGINEERS & Environmental Specialists P.O. Box 11 • Ludlow, MA 01056 P. 413-547-0988 F. 413-842-0454 E. INFO@ELSINC.COM				Details & Specifications		860 BOSTON ROAD SPRINGFIELD, MA for CARING HEALTH CENTER INC.	SHEET No. 4 of 4
HORIZONTAL: N.T.S. VERTICAL: N.A.	DESIGN BY: MP DATE: 12/23/2014	DRAWN BY: MP PROJECT NO.: 14-216	CHECKED BY: MP SURVEY BOOK: SMITH				



WS Elmore Avenue

Elmore Av

Boston Rd

 City of Springfield, Massachusetts	DATA SOURCE:
	WS Elmore Avenue

Attachment: 3172_WS_Elmore_Ave_2015_CC (2987 : WS Elmore Avenue)



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

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 March 4, 2015 regarding the above Ordinance amendment.

3 Person(s) appeared in favor, and 3 Person(s) appeared in opposition.

Ben Swan Jr., Vice Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

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."

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: #3168
SECTION: 47

DATE: March 5, 2015

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: March 5, 2015

DATE OF FINAL DECISION: March 5, 2015

BOARD MEMBERS PRESENT and COUNT: six (6): Ms. Morin, Mr. Danielle, Ms. DeFillipo, Mr. Swan, Mr. Florian and Mr. Cignoli

FINAL MOTION: APPROVE

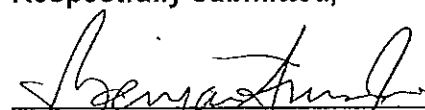
IN FAVOR: six (6): Ms. Morin, Mr. Danielle, Ms. DeFillipo, Mr. Swan, Mr. Florian and Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,


Ben Swan Jr., Vice Chairperson

Attachment: 3172_WS_Elmore_Ave_2015_CC (2987 : WS Elmore Avenue)

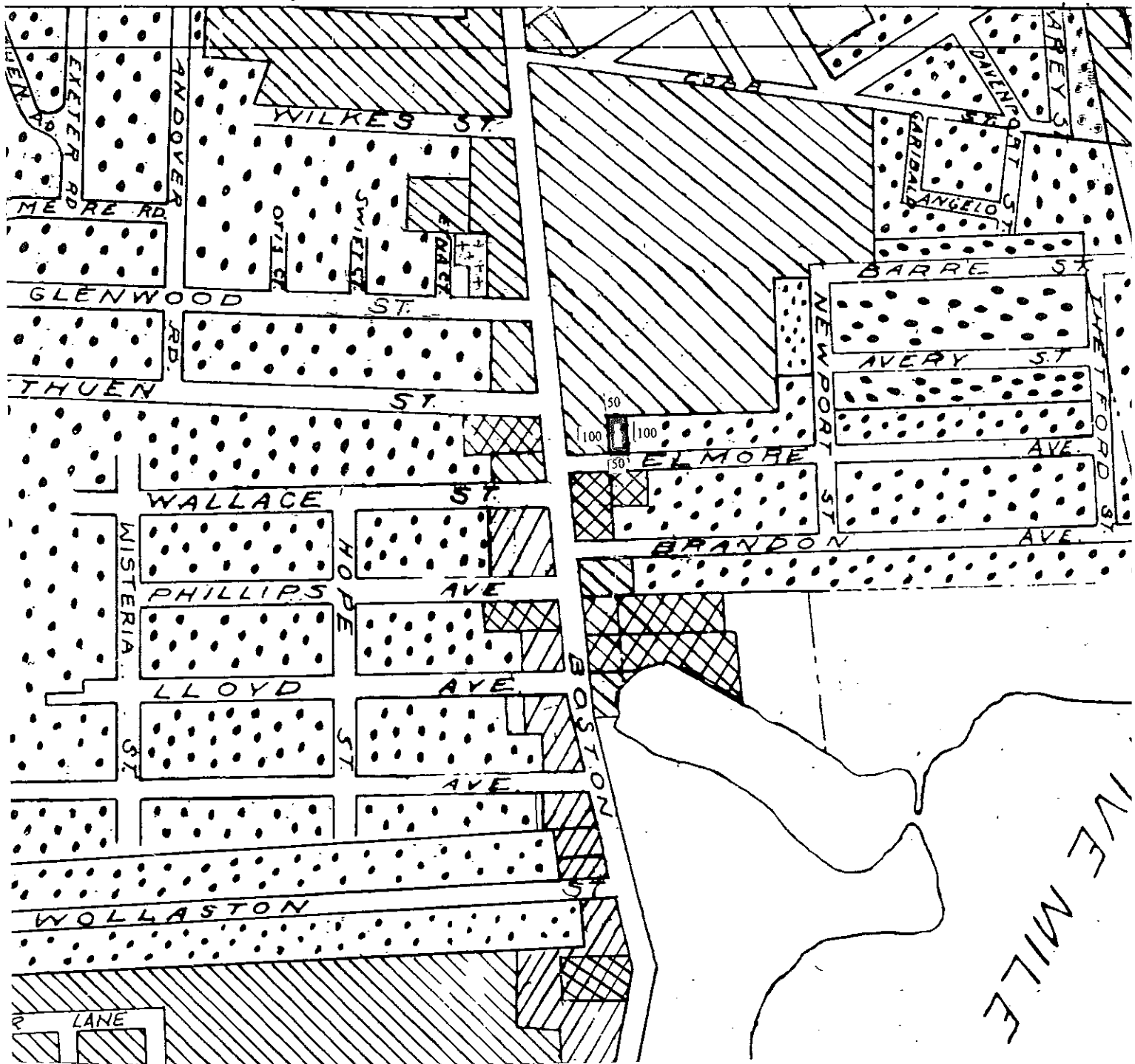
SCALE

1 INCH = 400 FEET

SEC 14
PLOT

3172

BUILDING ZONE MAP
OF THE CITY OF
REVISED TO
2.5.a



PLOT _____ SECTION _____

0 400
200
SCALE - 1 INCH = 400 FEET

RES A		RES C1		BUS B	
RES B		RES C2		BUS C	
RES C		COM A		IND A	
RES A1		BUS A		IND PK	
				COM P	
				OFF A	



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2984

3.6

FY15 Shannon CSI Grant - Reduced Authorization (Mayor Sarno)

WHEREAS, the Police Department ("Department") was awarded the FY15 Shannon CSI Grant from the Executive Office of Public Safety and Security in the amount of \$786,932 and;

WHEREAS, recently the Department received notification that, due to mid-year spending reductions the award amount would be reduced to \$717,569.13;

WHEREAS, the Department requests authorized 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:

Reduced Authorization to Expend from \$786,932.00 to \$717,569.13

2888-20-210-0000-0000-0000000-00000000-506000-88815 - Overtime	\$279,483.95
2888-20-210-0000-0000-0000000-00000000-530105-88815 - Prof Svcs	\$438,085.18

RESULT: PASSED BY VOICE VOTE



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: \$ 717,569.13

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)

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 – \$279,483.95
530105 – \$438,085.18

Budget Roll-Up Codes: Yes

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

Signature

Date

Please attach the following documents:

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

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



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/osd 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: 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 <u>EFT</u> payments.)	MMARS Doc ID(s): SCEPSFY15SHANSRINGF
☒ 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 <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	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 <u>new</u> Total if Contract is being amended). \$ 786,932.00 <i>717,569.13 EFT-24</i>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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 (<u>G.L. c. 29, § 23A</u>); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
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 12/31/2015 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 <u>801 CMR 21.07</u> , 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: <u>Ellen J. Frank</u> Date: <u>1-15-15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Ellen Frank Print Title: Executive Director

Attachment: Shannon SFY15 CSI Contract 9c - Springfield (1) (2984 : FY15 Shannon CSI Grant Reduced Authorization)

FY15 budget gap plan protects UGGA and Ch. 70, affects only a few local accounts



February 4, 2015

The comprehensive plan announced by Gov. Charlie Baker yesterday to close a \$768 million mid-year state budget deficit protects Unrestricted General Government Aid and Chapter 70 education aid, as the governor promised at the MMA Annual Meeting late last month.

The governor's package would make \$514 million in mid-year spending reductions, including \$150 million in cuts implemented using the governor's "9C" emergency budget powers. The plan also relies on \$254 million in revenue directed into the state's general fund – most of which will come from capital gains taxes – that otherwise would have flowed into the Commonwealth's "rainy day" fund.

The governor's 9C reductions cover 300 line items in the state budget and are much more modest in terms of their municipal impact than any of the 9C cuts implemented over the past decade.

Reductions to Cherry Sheet accounts are limited to a \$943,000 reduction (5 percent) for the METCO program, and reductions of less than half of 1 percent for library aid programs (\$42,499 from regional public libraries and \$38,700 from non-regional libraries).

There were no programmatic cuts to regional school transportation, payments-in-lieu-of-taxes (PILOT), or other Cherry Sheet items.

There are several 9C reductions to non-Cherry Sheet accounts, however, that are important to cities and towns:

- A \$1.9 million reduction in charter school reimbursements (a 2.46 percent cut below the November level) will affect communities that lose Chapter 70 school aid to charter schools and rely on the state reimbursement account to make up a portion of the lost funds. This reduction will vary from community to community because the \$1.9 million will be taken from reimbursements for students in years two through five of the formula, so the impact will depend on the specific profile of area students attending charter schools. Cities, towns and school districts are advised to contact the Department of Elementary and Secondary Education for more information.
- A \$5 million reduction to kindergarten development grants (a 21 percent cut below the November level) will impact those communities that are relying on kindergarten grants to offer or expand this service locally.
- A \$1.25 million reduction to Shannon anti-gang grants (a 15 percent cut below the fiscal 2015 appropriation) will impact communities scheduled to get the grants.

Attachment: State Budget Cuts (2) (2984 : FY15 Shannon CSI Grant Reduced Authorization)

- A modest \$250,000 reduction to the Special Education Circuit-Breaker (slightly less than 1 percent below the November level) should have no impact on the distribution to cities and towns, because the intent is to eliminate a state agency earmark.

Beyond the 9C cuts, the governor has filed legislation to impose reductions to other areas of the state budget and to implement other revenue transfers and policies. The governor's proposed legislation would generally require a 1.79 percent reduction to those state accounts outside of his 9C authority. The legislation specifically exempts Unrestricted General Government Aid and Chapter 70 from mid-year cuts, consistent with the governor's pledge. In general, the reductions are designed to include the Legislature, judiciary, constitutional officers, and quasi-independent agencies in the budget-balancing plan.

- [Link to administration's budget-balancing plans in detail, including list of 9C reductions and proposed legislation](#)



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2985 A

3.7

Grant Acceptance - No Match Required \$146,800 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a grant increase for the "Safe and Successful Youth Initiative" Grant of \$146,800.00 from the Executive Office of Health and Human Services; and

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

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

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

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

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

Safe and Successful Youth Initiative Grant Increase \$146,800.00

RESULT: PASSED BY VOICE VOTE

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.7.a

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

CONTRACTOR LEGAL NAME: City of Springfield Police Department (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103	Business Mailing Address: One Ashburton Place, Boston, MA 02108
Contract Manager: Brian Elliott	Billing Address (if different):
E-Mail: belliot@springfieldpolice.net	Contract Manager: Robyn Kennedy
Phone: 413-787-6318 Fax: 413-787-6663	E-Mail: robyn.kennedy@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 617-573-1666 Fax: 617-573-1890
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)	MMARS Doc ID(s): 13EHSSSYICITYSPRINLC RFR/Procurement or Other ID Number: 13EHLSCSSYINITIATIVERFR2013
☐ 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: <u>September 30, 2014</u> Enter Amendment Amount: <u>\$146,800</u> . (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 <i>new</i> Total if Contract is being amended). <u>\$1,730,365.78</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Amendment 7 increases the maximum obligation by \$146,800.	
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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2015</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor, City of Springfield</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Alice Moore</u> Print Title: <u>Undersecretary</u>

Attachment: Springfield SSY Contract Amd 7-FINAL (2985 : SSYI Grant - \$146,800 - No Match)

**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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



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COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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.

AMENDMENT 7
TO THE CONTRACT BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
THE CITY OF SPRINGFIELD
FOR THE
SAFE AND SUCCESSFUL YOUTH INITIATIVE

WHEREAS, the Executive Office of Health and Human Services (EOHHS) and the City of Springfield (the Contractor) entered into a Contract, (“the Contract”) effective April 3, 2013 and amended October 22, 2013 (Amendment 1), November 21, 2013 (Amendment 2), January 17, 2014 (Amendment 3), April 2014 (Amendment 4), May 2014 (Amendment 5) and September 29, 2015 (Amendment 6); and

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

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

1. **Section 3, Payment, subsection 3.A** is hereby amended by deleting \$1,583,565.78 and inserting in place thereof: \$1,730,365.78.



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2983

3.8

Mass Animal Coalition License Plate Grant Acceptance - No Match Required \$10,000 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded a "MAC License Plate" Grant of \$10,000.00 from the Massachusetts Animal Coalition for the grant period July 1, 2014 through June 30, 2015; and

WHEREAS, the mission of the MAC grant is to decrease the number of homeless, neglected, displaced and abused animals in Massachusetts; and

WHEREAS, the Department intends to use the grant funds to spay and neuter animals; and

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

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

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

Mass Animal Coalition License Plate Grant Acceptance - No Match Required \$10,000

RESULT: PASSED BY VOICE VOTE



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 1/23/15

Department Requesting Grant Setup 292 Animal Control

Department Phone # (Please include extension) 413-781-1022

Name and Title of Person to Contact in Case of Questions

Pam Peebles- Exec. Dir.

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

If yes, please indicate your previous project number:

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

Grant Name: MAC License Plate

Total Grant Amount Awarded: \$10,000

Is this a Reimbursable Grant?

(Y/N) (N)

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

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

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

Actual Award Date

7/1/14

Board Approval Date

Start Date 7/1/14

Expiration Date 6/30/15

Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant

assist with spay/neuter of animals at the Dakin Humane Society.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code: 0129235 - ~~530105~~

Object Codes: 530105

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

2/27/15
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.



Massachusetts Animal Coalition

Working together to decrease the number of homeless,
neglected, displaced and abused animals in Massachusetts.

June 30, 2014

Pam Peebles
Thomas J. Connor Animal Control and Adoption
627 Cottage St
Springfield, MA 01104

Dear Pam:

We are pleased to inform you that the Massachusetts Animal Coalition's "I'm Animal Friendly" license plate program will grant you \$10000 for your request for funding for spay and neuter services. The grant period will run from July 1, 2014 through June 30, 2015.

Successful grant applicants had applications that detailed a clearly defined plan with attention to efficient use of funds. The granting task force also looked at policies in place to ensure effective use of funds, compliance with spay/neuter policies, and the ability to negotiate lower cost spay/neuters.

As a condition of accepting these funds, you must agree to:

- Submit a final (and potentially a preliminary) report to MAC detailing expenditures and project results, on a form provided by MAC. We reserve the right to request documentation, such as receipts.
- Advertise the license plate program in your facility, newsletter, at events and in any other practicable manner. Additionally, you/your organization may be asked to help staff general information booths about the license plate at special events.
- Work with MAC to provide information for press releases about the program and your organization
- In all printed matter, press releases and other local announcements regarding this project, acknowledge the funding support provided by the Massachusetts Animal Coalition's "I'm Animal Friendly" license plate program.
- Monies not used for the purpose intended shall be returned to the Massachusetts Animal Coalition promptly at the end of the grant period, June 30, 2015.

The success of this program depends on the sale of the "I'm Animal Friendly" license plate. We encourage you to promote the plate whenever possible to increase chances of receiving grant funds in the future.

Thank you for the work that you do. We wish you luck with your project. We know it will be challenging, but your obvious commitment will benefit your program and the animals.

Sincerely,
Sarah Luick

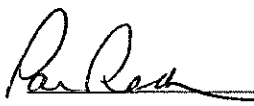
Liz Jefferis

Hillary Cohen

Alice O'Connor

Ilene Segal, DVM

In order to acknowledge these terms and conditions, and receive your check, a signed copy of this letter should be returned within 15 days to: Massachusetts Animal Coalition, PO Box 766, Westborough, MA 01581 or info@massanimalcoalition.org or faxed to 617-989-1654.

Name: Pam Peebles (signature)  (printed)
Organization: TJO



City of Springfield, Massachusetts

Form: Approval to Apply for a Grant

General Information

Title of Grant	MAC License Plate		
Submission Due Date	5/15/14		
Granting Agency	MA Animal Coalition		
Purpose/Summary of Grant:	SPAY/NEUTER shelter animals		
Amount of Grant	\$10,000	Department	292 Animal Control
Staff Contact Name	Pam Peebles	Contact Information	same

Matching funds and/or support required

Are matching funds required?	☐ Yes ☒ No	If yes, dollar amount, timing, and source:
Are you hiring new staff under this grant? Note: the City's <u>Fiscal Policies and Procedures</u> require that the hiring department structure the hiring as grant funded and temporary.	☐ Yes ☒ No	If yes, describe how this will be done:
If hiring, list # of positions:		
Full time or part time?		
Fringe Benefits? (Y/N)		
Does work needed by the grant require staff hours from other departments?	☐ Yes ☒ No	If yes, describe whether that department or those departments have been notified, and whether those staff hours are covered under the grant:
Are you purchasing IT equipment under this grant? Note: the City's <u>Fiscal Policies & Procedures</u> require that MTS be notified of all IT purchases.	☐ Yes ☒ No	If yes, describe equipment and software (include information on how upgrades for both hardware and software will be funded):
Is IT equipment and software support covered under the grant?	☐ Yes ☒ No	If yes, describe costs covered and who will be providing the support:
Are you requesting capital projects under this grant? Note: the City's <u>Fiscal Policies & Procedures</u> require capital project be approved in the City's centralized capital planning process.	☐ Yes ☒ No	If yes, describe who will be providing on-going maintenance and whether / how those cost are covered:

Sign-off

DEPARTMENT HEAD	<u>Pam Peebles</u>	<u>1/23/15</u>	Date	
GRANTS DIRECTOR			Date	

Please Scan & E-mail this Form to Cheryn Wojcik at cwojick@springfieldcityhall.com



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2980

3.9

TJO Donations - No Match Required \$3,265.99 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded gifts of \$3,265.99 from various individuals and entities; and

WHEREAS, the funds provided shall be used to offer support for the care of animals; and

WHEREAS, the Department intends to use the gift funds for the purpose as requested by the donors for animal care; and

WHEREAS, the Department has accepted the gift funds and requests authorization from the City Council and the Mayor to expend the gift funds listed below for the purposes of animal care; 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 gift funds listed below for the purposes of such gift, subject to the approval of the Mayor, and the gift funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the gift without further appropriation:

Animal Care - \$3,265.99

RESULT: PASSED BY VOICE VOTE



TJO Donations/City Account

1/28/2014 thru 11/30/2014

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
DONATION			TOTAL: \$3,265.99	79	
1/28/14	R14-016033	2.00	SUSAN DOUGHERTY	32 LARK DR	CHICOPEE MA 01020
1/30/14	R14-016043	15.00	ROBERT KEPPLER	34 IVY CIR	WILBRAHAM MA 01095
2/4/14	R14-016092	6.00	KAITLYN SHERRY	4 CHARLES ST	WESTFIELD MA 01085
2/6/14	R14-016077	50.00	JIM RUSSELL	31 SHEA AVE	BELCHERTOWN MA 0100
2/10/14	R14-016102	1,000.00	AMIT PATEL	1356 BOSTON RD	SPRINGFIELD MA 01119
2/27/14	R14-016173	10.00	LISSETTE CENTRACCHIO	297 CHRISTOPHER DR	SPRINGFIELD MA 01119
3/1/14	R14-016181	10.00	DAWN DAVIES	68 LAKESIDE ST	SPRINGFIELD MA 01109
3/1/14	R14-016183	35.00	NANCY ALTOBELLI	43 MILL ST	AGAWAM MA 01001
3/3/14	R14-016186	2.00	CRYSTAL BEAUDRY	25 LUCRETIA AVE	CHICOPEE MA 01013
3/3/14	R14-016189	13.00	DALE/ROBERT BOUCHER	32 LAMPLIGHTER LN	SPRINGFIELD MA 01119
3/10/14	R14-016230	2.00	MICHELLE GONZALEZ	263 CENTRAL ST #3R	SPRINGFIELD MA 01105
3/10/14	R14-016231	2.00	ELBIN SUAREZ	23 ESSEX ST	HOLYOKE MA 01040
3/15/14	R14-016257	6.00	JASMIN ROJAS	50 BELLEVUE AVE	SPRINGFIELD MA 01108
3/18/14	R14-016276	12.00	DEBBIE KINNEY	87 BENZ ST	SPRINGFIELD MA 01118
3/18/14	R14-016306	10.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
3/22/14	R14-016292	5.00	DIANE YARRA	28 MAPLE ST	EASTHAMPTON MA 0102
3/22/14	R14-016298	8.00	LISA MOE	52 NORTH ST	GRANBY MA 01033
3/25/14	R14-016328	3.00	ALBA OYOLA-VASQUEZ	26 HASKIN ST	SPRINGFIELD MA 01109
3/29/14	R14-016357	5.00	DENNIS CARDAROPOLI	5 BAMFORTH RD	SPRINGFIELD MA 01128
3/29/14	R14-016371	5.00	TESSA RIGA	245 EL PASO ST	SPRINGFIELD MA 01104
4/1/14	R14-016387	3.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
4/4/14	R14-016393	20.00	HEATHER WASILEWSKI	112 HAMPDEN RD	EAST LONGMEADOW MA
4/10/14	R14-016447	5.00	JOANNE METCALF	15 LIBERTY ST #21	EASTHAMPTON MA 0102
4/10/14	R14-016449	2.00	KATY ZIEGLER	314 JOSLEN BLVD	HUDSON NY 12534
4/12/14	R14-016462	11.00	KATHY FYHR	50 EAST ST	EASTHAMPTON MA 0102
4/14/14	R14-016472	100.00	TUFTS UNIVERSITY	169 HOLLAND ST	SOMERVILLE MA 02144
4/17/14	R14-016505	1.00	SCOTT SMITH	28 SHERIDAN ST	CHICOPEE MA 01020
4/24/14	R14-016547	5.00	JEFF WINGATE	26 MIDDLEBROOKE DR	SPRINGFIELD MA 01129
4/24/14	R14-016550	2.00	SHARI LUDWICK	3 OAKHAM RD	NORTH BROOKFIELD MA
4/24/14	R14-016553	10.00	ROBERTO CARRASQUILLO	34 WELLINGTON AVE	CHICOPEE MA 01020
4/26/14	R14-016559	1.00	ANNEMARIE POPOWSKI	97 FERNWOLD ST	SPRINGFIELD MA 01104
4/26/14	R14-016567	3.00	MAXINE SOLOMON	36 EARL ST #2 FL	SPRINGFIELD MA 01108
4/26/14	R14-016580	24.00	TOMASZ PALUCHOWSKI	37 MAGNOLIA TER	SPRINGFIELD MA 01108
5/3/14	R14-016628	25.00	THOMAS COMTOIS	49 MCCARTHY AVE	CHICOPEE MA 01020
5/3/14	R14-016630	5.00	NADINE MATATALL	1036 TINKHAM RD	WILBRAHAM MA 01095
5/8/14	R14-016670	50.00	BLAKE HOTT	3 WOODRIDGE RD	MONSON MA 01057
5/8/14	R14-016679	7.00	KRISTIN O'DONNELL	61 SUNRISE TER	SPRINGFIELD MA 01119
5/15/14	R14-016723	20.00	ERIN LAMICA	567 SPRINGFIELD ST #2	CHICOPEE MA 01013
5/17/14	R14-016740	100.00	BETH LYNCH	1214 BURTS PIT RD	FLORENCE MA 01062
5/17/14	R14-016743	9.00	JOHN SLOSEK	78 CASELAND ST	SPRINGFIELD MA 01107
5/17/14	R14-016752	4.00	KAREN KAKLEY	149 MALIBU DR	SPRINGFIELD MA 01128
5/19/14	R14-016762	100.00	CYNTHIA MEADOWS	130 GOLD ST	BELCHERTOWN MA 0100
5/31/14	R14-016839	6.00	SHANNON DUNHAM	56 BRYAN AVE	EASTHAMPTON MA 0102
5/31/14	R14-016839	35.00	SHANNON DUNHAM	56 BRYAN AVE	EASTHAMPTON MA 0102
5/31/14	R14-016840	50.00	STACY STROM	43 BETTER WAY	SPRINGFIELD MA 01119
6/5/14	R14-016864	58.94	BAYER CORPORATION	UNKNOWN	
6/10/14	R14-016918	10.00	PETER VAN BUREN	3 CRESCENT HILL	EAST LONGMEADOW MA
6/10/14	R14-016955	20.00	JASON DUFORD	112 BALFOUR DR	SPRINGFIELD MA 01118
6/12/14	R14-016927	6.00	ELAINE HERERT	120 RIDGECREST DR	WESTFIELD MA 01085

Attachment: TJO Donations (2980 : TJO Donations - No Match Required \$3,265.99)



TJO Donations/City Account

1/28/2014 thru 11/30/2014

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
6/12/14	R14-016937	2.00	GIANMY CASTILLO	640 CHICOPEE ST	CHICOPEE MA 01013
6/12/14	R14-016941	26.00	NORAYMAR TORRES-MUNIZ	11 FRANK CIR	WESTFIELD MA 01085
6/14/14	R14-016962	2.00	CHRISTENE SCOTT	232 WOLLASTON ST	SPRINGFIELD MA 01119
6/19/14	R14-017013	100.00	SOPHIA CRAZE	1420 SOUTH EAST ST	AMHERST MA 01002
6/24/14	R14-017069	40.00	REBECCA CROSS	18 SERGEANT AVE	CHICOPEE MA 01020
6/26/14	R14-017079	100.00	LYNN LEBEL	23 OAKLAND ST	WILBRAHAM MA 01095
6/28/14	R14-017104	100.00	NORMAND LEBLANC	49 MONTGOMERY ST	WESTFIELD MA 01085
7/5/14	R14-017173	3.00	MICHELLE DUNLEAVY	237 ELM ST	HOYLOKE MA 01040
7/5/14	R14-017183	5.00	ELLEN SMITH	60 MOUNTAIN ST	HAYDENVILLE MA 01039
7/7/14	R14-017199	5.00	MICHAEL VALENTIN	60 BELMONT AVE	FEEDING HILLS MA 0103
7/7/14	R14-017209	10.00	TESSA RIGA	245 EL PASO ST	SPRINGFIELD MA 01104
7/9/14	R14-017220	25.00	EDWARD ALVAREZ	950 N PLEASANT ST #30	AMHERST MA 01002
7/15/14	R14-017269	10.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
7/15/14	R14-017270	20.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
7/17/14	R14-017298	30.00	DONNA LESTER	23 JOANNE PL	SPRINGFIELD MA 01119
7/21/14	R14-017322	3.00	LUZ SOLIS	414 FRANKLIN ST	SPRINGFIELD MA 01104
7/24/14	R14-017354	5.00	MICHELLE SUSSMAN	60 PLEASANTVIEW DR	SUFFIELD CT 06078
7/29/14	R14-017453	70.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
7/31/14	R14-017399	30.00	JOAN CLOWES	69 ETON ST	SPRINGFIELD MA 01108
8/4/14	R14-017445	100.00	MARIE HAMEL	32 JEFFERSON ST	HOLYOKE MA 01040
8/4/14	R14-017449	71.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
8/11/14	R14-017505	10.00	JEAN DION	104 HIGH PINE CIR	WILBRAHAM MA 01095
8/14/14	R14-017524	100.00	JUDI TAUER	41 STIVENS DR	LUDLOW MA 01056
8/30/14	R14-017658	20.00	ELIZABETH LEGACY	77 SAINT JOHN ST	PALMER MA 01069
8/30/14	R14-017673	5.00	CHAMPAGNE KEOMOUNGKOUN	243 NORTH MAIN ST	NORWICH CT 06360
8/30/14	R14-017674	5.00	CHAMPAGNE KEOMOUNGKOUN	243 NORTH MAIN ST	NORWICH CT 06360
8/30/14	R14-017675	5.00	KYLE POBIEGLO	48 NORTH ST	WARE MA 01082
9/11/14	R14-017752	10.00	CAREY WEISNER	512 PAGE BLVD	SPRINGFIELD MA 01104
9/13/14	R14-017785	15.00	KAREN SURPRENANT	54 POST OFFICE RD	ENFIELD CT 06082
9/13/14	R14-017785	15.00	KAREN SURPRENANT	54 POST OFFICE RD	ENFIELD CT 06082
9/24/14	R14-017849	10.00	JUDY LAFLECHE	167 PIPER RD	WEST SPRINGFIELD MA
10/4/14	R14-017926	60.00	DANA CHRISTENSEN	12 KNIGHTVILLE DAM RD	HUNTINGTON MA 01050
10/8/14	R14-017987	75.00	TESSA RIGA	245 EL PASO ST	SPRINGFIELD MA 01104
10/16/14	R14-018025	25.00	STEPHANIE DESIMONE	12 LAWSON DR	EASTHAMPTON MA 0102
10/22/14	R14-018064	50.00	BRITTANY TAYLOR	31 LEAD MINE RD	SOUTHAMPTON MA 0107
10/27/14	R14-018107	20.05	UNITED STATES POSTAL SERVICE	EKCNAIJFNAK	
11/5/14	R14-018162	60.00	RAYMOND SMALLEY	10 HUMESTON SLOPE	HOLYOKE MA 01040
11/6/14	R14-018165	20.00	JAN REGA	189 QUINCY	SPRINGFIELD MA
11/13/14	R14-018216	10.00	BEVERLY COLVIN	400 ALLEN PARK RD	SPRINGFIELD MA 01118
11/15/14	R14-018253	50.00	NATALIA CLIFTON	293 LEONARD ST	AGAWAM MA 01001
11/20/14	R14-018277	50.00	JOHN+CARLA KUZA	94 MALLARD CIR	AGAWAM MA 01001

Attachment: TJO Donations (2980 : TJO Donations - No Match Required \$3,265.99)



TJO Donations/City Account
1/28/2014 thru 11/30/2014

**TYPE OF
DONATION**

**DONATION
AMOUNT**

NUMBER OF DONORS

GRAND TOTAL: \$ 3,265.99

Total Donors 79

Attachment: TJO Donations (2980 : TJO Donations - No Match Required \$3,265.99)



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 2/27/15

Department Requesting Grant Setup TJO 292

Department Phone # (Please include extension)
413-781-1022

Name and Title of Person to Contact in Case of Questions
Pam Peebles

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

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

Grant Name: TJO donations

Total Grant Amount Awarded: \$ 3,265.99

Is this a Reimbursable Grant? (Y/N) NO

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

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

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

Actual Award Date 11/30/14

Board Approval Date

Start Date

Expiration Date None

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant
Donations received over the counter or in the mail.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

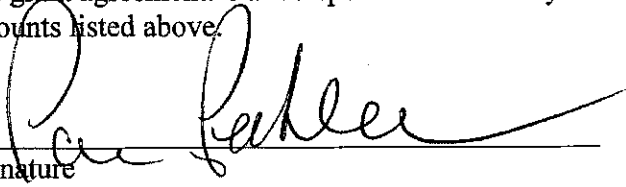
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 29812925

Object Codes: 483000

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

2/27/14
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

36 Court Street
Springfield, MA 01103

TABLED

ORDINANCE (ID # 3001)

Meeting: 03/23/15 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Ward 7 Councilor Timothy C. Allen

DOC ID: 3001 A

Chapter 16- Article XIX Boards, Commissions and Committees- Citizens' Police Hearing Board

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 16 thereof, entitled Boards, Commissions and Committees, by adding Article XIX entitled Citizens' Police Hearing Board.

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

59. Establishment and Composition

There shall be established a board to be known as the "Citizens' Police Hearing Board," hereinafter the "Board."

The Mayor and the President of the Springfield City Council shall appoint the members of the Board. The Mayor shall appoint four (4) members of the board and the President of the Council shall appoint three (3) members. In doing so they may give consideration to recommendations made from a broad array of groups across the City.

The Board shall consist of 7 members who are residents of the City. Members shall participate in all training and preparatory meetings and act without conflict of interest on the part of any member thereof.

The Board will be chaired by an Attorney with experience in administrative procedures. The chairperson will chair at least one Board meeting every quarter. The chairperson shall schedule any additional Board meetings with the advice of the Board.

The term of appointment of members shall be for three years.

60. Qualifications for Board

The members of the CPHB do not need to have had investigatory experience; however, they must be persons of integrity with diverse backgrounds. Potential Board members should recognize the significant commitment of time that Board membership requires and be willing to commit sufficient time to the effort. In addition to bi-weekly Board meetings, Board members will be occasionally asked to participate in community outreach and education activities.

The members of the Board must agree to keep information on specific complaints or investigations confidential as is the present practice within the IIU. This is a fundamental responsibility and failure to keep private information confidential will be grounds for removal from the Board.

61. Training for Board Members

The Personnel Department and the Law Department shall develop a training program for all new Board members that shall be available to the Mayor and members of the City Council upon request. This training shall include:

- The current procedures for filing and investigating a complaint.
- The elements of a thorough investigation including a review of a number of actual case files from closed investigations.
- The Policies of the SPD regarding respectful treatment of civilians.
- The Policies of the SPD regarding appropriate use of force.
- The Role of Civilian Oversight Boards in other jurisdictions.
- Legal Requirements for protection and confidentiality of private governmental documents.
- Hearing procedures and requirements under the provisions of Civil Service Laws and collective bargaining agreements for the conduct of administrative disciplinary hearings.

As part of this training a set of reference materials should be provided to each Board member. These materials should include copies of all relevant Massachusetts statutes, all SPD policies and procedures regarding officer misconduct and use of force, and a copy of this Ordinance. This training should be repeated annually or when new members are appointed to the Board.

62. Responsibility of Board Members

It shall be the responsibility of the Board to:

- A. Accept all civilian complaints otherwise filed with the Springfield Police Department (SPD) or any other city or state agency regarding the activities of the SPD (The police commissioner may take appropriate actions to maintain the security of police documents, reports or files examined by the Board).
- B. Review the sufficiency of internal investigations completed by the Springfield Police Department, and to make recommendations to the police commissioner for further investigation or action.
- C. To act individually or as a group as hearing officers, designated by the Police Commissioner, as the appointing authority pursuant to Chapter 31 of the General Laws, in complaints under jurisdiction of the Board. A Board member shall recuse themselves from any hearing if he or she determines they cannot consider a case in a fair and impartial manner because of personal prejudice or bias, and shall so inform the Board.
- D. Examples of personal bias include, but are not limited to:

1. Familial relationship or friendship with parties to the complaint;
 2. Being a party to the complaint;
 3. Witnessing material events relevant to the complaint;
 4. Having a financial interest in the outcome of the case;
 5. Holding a bias for or against a party that is sufficient to impair the examiner's impartiality.
- E. Hearing Officer shall avoid making public comment on all pending complaints, investigations and matters, whether or not they are serving on particular cases.
- F. A Hearing Officer shall consider the complaint in a fair and impartial manner, ensure that facts are fully elicited, adjudicate all issues and avoid undue delay and shall be conducted in accordance with the applicable provisions of state and federal law, including but not limited to M.G.L. c. 31, pertaining to Civil Service, or the Open Meeting Law, and any applicable provisions of a collective bargaining agreement.
- G. The Hearing Officer is also authorized pursuant to Chapter 31 of the General Laws in the case of any unresolved complaint where a hearing is held, to subpoena witnesses, compel their attendance, administer oaths, take the testimony of any person under oath and in connection therewith to require the production of any evidence relating to any matter in question before the Board.
- H. A Hearing Officer shall make written findings of fact and a determination of the merits of the complaint and, if the Hearing Officer determines that one or more allegations in the complaint are sustained, a recommendation for any discipline warranted, after providing the employee with an opportunity to speak personally or through a representative and after consideration of the employee's work history. In the merits determination, the Hearing Officer shall make one of the following decisions about each allegation in the complaint:
1. "Unfounded," where the investigation determined no facts to support that the incident complained of actually occurred;
 2. "Sustained," where the complainant's allegation is supported by sufficient evidence to determine that the incident occurred and the actions of the officer were improper;
 3. "Insufficient facts," where there are insufficient facts to decide whether the alleged misconduct occurred;
 4. "Exonerated," where a preponderance of the evidence shows that the alleged conduct did occur but did not violate the policies, procedures, practices, orders or training of the SPD.

- I. The Hearing Officer's findings and recommendation for discipline, if any, shall be filed with the Board and the Police Commissioner. Within seven days after the filing of the report of the Board with the Police Commissioner, the Commissioner shall give to such employee a written notice of the Police Commissioner's decision, which shall state fully and specifically the reasons therefore, and which shall be subject to the present means of review by civil service appeal or arbitration as provided by the applicable collective bargaining agreement.
- J. The Board shall be authorized to attempt by voluntary non-binding mediation to resolve any complaint within its jurisdiction if it deems appropriate and the complainant and the subject officer agree to participate in such mediation.
- K. The Board shall utilize staff of the personnel, labor relations, and law department of the City subject to appropriation, and such other staff, as are necessary to carry out its duties pursuant to this ordinance. The Personnel Director shall be responsible for the administrative operation of the commission and shall perform such other tasks as the Mayor may determine upon recommendation of the Board. The Labor Relations Department shall create a full-time clerk position to provide administrative support and assist in the issuance of notices, subpoenas, reports and correspondence. The Director of Labor Relations shall arrange for presentation of cases at hearing. The Law Department shall provide legal advice to the Board.

63. Removal from Board

The Mayor may remove a member from the Board before their term expires.

64. Public Outreach and Communication

- A. To help increase the open access to the complaint process the department will need to educate the public about the complaint reporting process, including information about when and how to file a complaint. Presentations to community groups, schools, community organizations and religious groups about the complaint reporting process may be necessary as part of a broader effort to help people increase trust and confidence in the complaint investigation process.

This communication process should involve both members of the IIU and members of the Board. Joint presentations will help reflect the openness of the department. Such presentations should be made in the neighborhoods of Springfield and should be done in conjunction with existing community organizations whenever possible.

- B. In addition to general education and outreach, the Board shall communicate with complainants about the status of investigations, and (where appropriate) the public. The Board shall keep track of all Citizen Complaints, hearings, and findings, and identify each with an incident number, date of incident, location of incident, the nature of the misconduct, the name of the complainant and name of officer or officers alleged to have committed the misconduct and publicly disseminate notice of the review of any such incidents on a quarterly basis, but shall not disseminate the names of any participants or

disciplinary action imposed identifying the name of the officer involved in any incident without the consent of such party.

- C. The Board shall meet at least quarterly with the Police Commissioner to exchange observations and recommendations in an open meeting, without reference to any particular officer unless the provisions of the Open Meeting Law have been complied with. The data gathered by the Board as well as any reports or recommendations voted by the Board with regard to the interaction of police officers and members of the community shall be reviewed by the Police Commissioner when considering disciplinary actions, promotions, assignments, training or adoption or amendments of the policies and procedures of the Springfield Police Department.
- D. After a complaint is closed the Board shall promptly notify the complainant of the findings and may provide copies of any portions of the internal affairs file which are a public record. Any actual order of disciplinary action addressed to an officer is not a public record, and shall not be disclosed by the Board. For the complainant, correspondence shall be sent by certified mail to help ensure they receive notice of the outcome. The Board may send satisfaction surveys, similar to those used by other Police Departments, to both complainant and officers when each complaint is closed.
- E. Every quarter, the Board shall provide to the Mayor and the City Council a report of its investigations and determinations into allegations of police misconduct. Said report shall only contain information from public records under M.G.L. c. 66 § 10. The report shall not contain records protected from disclosure under M.G.L. c. 4 § 7(26).

RESULT: REFERRED TO COMMITTEE

Next: 4/6/2015 7:00 PM



City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 03/23/15 07:00 PM

Department: City Council

Category: General

Prepared By: Susan Kacoyannakis

Initiator: Bud L. Williams

Sponsors: At-Large Councilor Bud L. Williams

DOC ID: 2998 B

ADOPTED

RESOLUTION (ID # 2998)

Eversource

- WHEREAS, the recent extremely frigid winter has effected all residents living in the Northeast, and
- WHEREAS, combined with the 29% rate hike that Eversource (formerly WMECO) customers saw in their electric bill this winter has put many in financial hardship, and
- WHEREAS, newly elected State Representative Jose Tosado will be supporting an online petition to repeal the 29% rate hike imposed by Eversource and is looking to get 5,000 signatures to send to the Attorney General, and
- WHEREAS, Eversource maintains that they do not make a profit on that part of consumer bills but recently gave the CEO a \$1.3 million dollar pay raise on top of a \$9 million salary while customer bills went up hundreds of dollars seemingly overnight,
- NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council strongly supports State Representative Jose Tosado and the online petition to repeal the 29% rate hike imposed by Eversource.

RESULT: PASSED BY VOICE VOTE



City of Springfield

36 Court Street
Springfield, MA 01103

TABLED

SPECIAL ACT (ID # 2988)

Meeting: 03/23/15 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: At-Large Councilor Bud L. Williams

DOC ID: 2988

An Act for the Removal of Snow and Ice from Bus Stops Within the City of Springfield

The Commonwealth of Massachusetts

In the Year Two Thousand Fifteen

AN ACT FOR THE REMOVAL OF SNOW AND ICE FROM BUS STOPS WITHIN THE CITY OF SPRINGFIELD

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

SECTION 1. Notwithstanding the provisions of Massachusetts General Laws chapter 161B or any General or Special law to the contrary, the Pioneer Valley Transit Authority shall clear any accumulation of snow or ice from its bus stops located in the City of Springfield, within twenty-four hours after any snow or ice ceases to fall thereon. For the purpose of the Act, clearance shall mean the removal of such snow and ice as to allow an individual safe ingress or egress from the bus stop to any means of public transportation.

SECTION 2. The City of Springfield shall by ordinances enforce the provision of Section One of this Act by municipal fines, not exceeding \$200, for each such violation.

SECTION 3. The provisions of said act shall take effect upon passage.

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

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled “**AN ACT FOR THE REMOVAL OF SNOW AND ICE FROM BUS STOPS WITHIN THE CITY OF SPRINGFIELD,**” 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

RESULT: REFERRED TO COMMITTEE

Next: 4/6/2015 7:00 PM

INTER**OFFICE**

MEMO

To: Wayman Lee, Esquire
City Clerk

From: Anthony I. Wilson, Esquire
Associate City Solicitor

Subject: Special Act - **AN ACT FOR THE REMOVAL OF SNOW AND ICE FROM BUS STOPS WITHIN THE CITY OF SPRINGFIELD**

Date: March 18, 2015

In accordance with Rules and Orders of the Springfield City Council, 2015, as amended, Rule 16A, the City Solicitor on behalf of the sponsors (City Councilor Bud L. Williams) provides this report regarding the above Special Act ("Act") a copy is attached hereto. If the Act is approved by the City Council and signed by the Mayor, the Act would be sent the Massachusetts General Court for passage. If passed by the General Court the Governor must sign the Act.

The Act provides that notwithstanding Massachusetts General Laws chapter 161B of the General Laws or any other general or special law or rule or regulation to the contrary, that the PVTA be tasked with the removal of snow and ice from PVTA bus stops in the City of springfield

It is the recommendation of City Councilor Bud L. Williams that this Act should be passed by the City Council. If you have any questions regarding this report, please feel free to contact me or the sponsors.



Nonbinding Question on Extending the Term of Service for the Springfield City Council (Vice President - At-Large Councilor Walsh, At-Large Councilor Williams, Ward 4 Councilor Twiggs, Ward 3 Councilor Edwards, President - Ward 2 Councilor Fenton, At-Large Councilor Ashe, Ward 6 Councilor Shea, Ward 1 Councilor Luna)

ORDERED, notwithstanding the provisions of General Laws Chapter 43, section 59 or any other general or special law to the contrary, for the purpose of ascertaining the will of the people of the City of Springfield, the City Council of the City of Springfield, with the approval of the Mayor hereby directs the Board of Election Commissioners to place the following nonbinding public policy opinion advisory question on the official ballot to be used in the City at the municipal election to be held on the third day November in the year two thousand and fifteen:-

THIS QUESTION IS NOT BINDING.

Shall the term of office of city council of the city of Springfield be four years and conterminous with the Mayor?

YES _____

NO _____

RESULT:	ADOPTED [10 TO 2]
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Ashe, Allen, Shea, Ramos, Williams, Hurst, Edwards, Luna, Walsh, Fenton
NAYS:	Clodo Concepcion, Timothy J. Rooke
ABSENT:	E. Henry Twiggs



Order Approving a Contract Over 3 Years for Replacement Vehicle Lease Financing (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three(3) years without a majority vote of the governmental body; and

WHEREAS, the DEPARTMENT OF PUBLIC WORKS (Department) is preparing to issue one or more Invitations for Bid for lease-purchase financing of replacement vehicles for various municipal departments (excluding Police and Fire), and requests authorization to advertise and award a contract for a 5-year lease-purchase financing term for each bid in an effort to maximize the number of vehicles and equipment replaced this fiscal year, based on an estimated cost of One Million Dollars (\$1,000,000.00); and

WHEREAS, the Department has recommended that a 5-year lease-purchase financing contract would be more beneficial to the City than a standard 3-year lease-purchase financing contract;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the awarding of one or more contracts for the lease-purchase financing of replacement vehicles for various City departments, for a term of five (5)years.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs



City of Springfield

ADOPTED

4.15

Meeting: 03/23/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2991

50 East Street Bond Authorization - \$650,000 (Mayor Sarno)

WHEREAS, the Springfield Police Department ("SPD") intends for the 50 East Street property to serve multiple uses, including a permanent home to the training academy, Juvenile Assessment Center, Tactical Response Unit (TRC) and an evidence storage system. Significant improvement and renovation plans for this facility are needed to upgrade it from its previous life as a United States Army Reserve Command Center. These plans include an updated fire protection system, as well as upgrades to outdated plumbing and electrical, boilers, HVAC and heating and cooling systems. A state-of-the-art evidence storage system will be built in the basement of the facility.

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. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44 of the General Laws.

ORDERED: That the City hereby appropriates the sum of \$650,000 to pay costs of planning and design for reconstructing and renovating 50 East Street, and, to the extent not applied to such planning and design costs, for a portion of the costs of reconstructing and renovating 50 East Street, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

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

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2993

4.16

Senior Center Bond Authorization - \$800,000 (Mayor Sarno)

WHEREAS, the City of Springfield wishes to construct a new Senior Center and will reinstate the services formally delivered out of the Armory Building. The building is currently in the conceptual design phase. The intended function of the facility will be to provide senior residents with a safe, centralized and accessible facility that offers opportunities for socialization, recreation and health and wellness activities.

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

ORDERED: That the City hereby appropriates the sum of \$800,000 to pay costs of planning and design for constructing a senior center, and, to the extent not applied to such planning and design costs, for a portion of the costs of constructing a senior center, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

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

RESULT:	ADOPTED [11 TO 1]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh
NAYS:	Michael A. Fenton
ABSENT:	E. Henry Twiggs

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: 3/23/2015
Re: Order for Council Meeting – 3/23/2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the March 23, 2015 Council meeting, which authorizes the City to pay \$800,000 for design services for the new Senior Center.

Background: Through the approval of FEMA, the City identified the Howard Street Armory as an Improved Project. Under this program, the City can take advantage of eligible FEMA funding to make additional improvements to the facility while making disaster repairs. The facility must have the same function and at least the pre-disaster capacity as that of the pre-disaster facility. The City chose the new Senior Center as a proposed project through FEMA's Improved Project program.

To replace the services formally delivered out of the Armory Building, the intended function of the new Senior Center will be to provide senior residents with a safe, centralized and accessible facility that offers opportunities for socialization, recreation and health and wellness activities. To support this programming, the Senior Center will require space for meeting rooms, offices and administrative storage, fitness/recreational space, and kitchen and dining space.

The loan authorization is to carry the project from the design through bid phases.

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 Cert - Senior Center (2008 : Senior Center Bond Authorization - \$800,000)



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2992

4.17

South End Community Center Bond Authorization - \$750,000 (Mayor Sarno)

WHEREAS, the City of Springfield wishes to construct a new South End Community Center ("SECC") and will reinstate the services formally delivered out of the Armory Building. The building is currently in the conceptual design phase. The intended function of the facility will be to create an alternative to gangs and teach community awareness and community participation through athletic/recreation activities, sports clinics, community meetings, and special events. Additionally, the SECC will offer after school activities that support academic achievement, social skills and life skills for low performing and latchkey students in grades K-8. Finally, the SECC will hold special events such as teen dances, family recreation nights and community information forums.

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

ORDERED: That the City hereby appropriates the sum of \$750,000 to pay costs of planning and design for construction/reconstruction of the South End Community Center building, and, to the extent not applied to such planning and design costs, for a portion of the costs of construction/reconstruction of the South End Community Center building, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

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

RESULT:	ADOPTED [11 TO 1]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh
NAYS:	Michael A. Fenton
ABSENT:	E. Henry Twiggs

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: 3/23/2015
Re: Order for Council Meeting – 3/23/2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the March 23, 2015 Council meeting, which authorizes the City to pay \$750,000 for design services for the new South End Community Center (SECC).

Background: Through the approval of FEMA, the City identified the Howard Street Armory as an Improved Project. Under this program, the City can take advantage of eligible FEMA funding to make additional improvements to the facility while making disaster repairs. The facility must have the same function and at least the pre-disaster capacity as that of the pre-disaster facility. The City chose the new South End Community Center as a proposed project through FEMA's Improved Project program.

To support its prior programming, the SECC will require significant space for classrooms, offices and administrative storage, athletic/recreational space, showers and lockers and auditorium space.

The loan authorization is to carry the project through the design through bid phases.

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 Cert - SECC (2992 : South End Community Center Bond Authorization - \$750,000)



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2996

4.18

Free Cash to Facilities: Building Services - \$134,609.95 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 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 \$134,609.95 from FY14 Unappropriated Free Cash to the Facilities Department's Snow Removal Services Account for City snow removal costs incurred during recent winter storms.

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 \$134,609.95 from FY14 Unappropriated Free Cash to the Facilities Department's Snow Removal Services Account.

From:

Certified Free Cash - Other Financing Uses

0100-00-000-0000-0000-000000-0000000-701000 **\$134,609.95**

To:

Facilities-Buildings - Snow Removal Services

0100-10-190-1900-1902-0000-000000-0000000-529400 **\$134,609.95**

RESULT:	ADOPTED [12 TO 0]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Justin Hurst, At Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

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: March 18, 2015
Re: Order for Council Meeting – March 23, 2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the March 23, 2015 City Council meeting that requests a transfer of \$134,609.95 from Unappropriated Free Cash to the Facilities Department Snow Removal Services line item.

Background: This winter's snowfall frequency and totals have resulted in increased citywide removal and treatment costs, which have exceeded the adopted budget available to the Facilities department.

This transfer will provide \$134,609.95 to pay current invoices, but does not account for future snowfall removal costs.

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 - Facilities Snow Transfer (2996 : Free Cash to Facilities Building Services - \$ \$134,609.95)



City of Springfield

ADOPTED

Meeting: 03/23/15 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2989

4.19

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of Rear NS Central St. (02560-0230) to Viva Development LLC (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as Rear North Side Central Street (Parcel-ID # 02560-0230) 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 Viva Development LLC 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 Viva Development LLC for the transfer of title to Rear North Side Central Street (Parcel-ID # 02560-0230) for consideration of One Thousand Six Hundred Thirty-Six and 70/100 Dollars (\$1,636.70) in substantially the same form as the draft deed attached hereto.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **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, for consideration paid and in full consideration of **ONE THOUSAND SIX HUNDRED THIRTY-SIX AND 70/100 DOLLARS (\$1,636.70)**, grants to **VIVA DEVELOPMENT LLC**, a Massachusetts limited liability company with its principal place of business at 50 Clayton Street, Springfield, Massachusetts 01107, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land known as Rear North Side Central Street (Parcel-ID # 02560-0230), and being the parcel described in a deed recorded March 27, 1985, in Hampden County Registry of Deeds, Book 5782, Page 463, and supposed to contain about 16,367 square feet; and being the same parcel described in an Instrument of Taking dated September 21, 1994, and recorded in Hampden County Registry of Deeds, Book 8952, Page 148; and also being the same parcel foreclosed by Judgment of the Land Court entered February 2, 2007, in Case No.: 06 TL 133368, and recorded in Hampden County Registry of Deeds, Book 16529, Page 148; and being more particularly bounded and described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Lot").

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 land and which shall be enforceable by the City of Springfield:

(1) The Lot shall be divided along abutting property lines and sold to abutters; (2) Abutters will be required to combine their portions of the Lot with the abutting properties they currently own; and (3) The Lot may only be used for greenspace and/or accessory purposes.

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.

Attachment: Deed Rear NS Central St. (Par.230) (2989 : Sale Rear NS Central St. (Par.230))

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 Rear NS Central St. (Par.230) (2989 : Sale Rear NS Central St. (Par.230))

EXHIBIT A

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

SOUTHWESTERLY about ninety and 75/100 (90.75) feet by Central Street;

SOUTHEASTERLY about three hundred fifty-four and 13/100 (354.13) feet by land believed to have been formerly of one Pinney;

NORTHEASTERLY about one hundred six and 15/100 (106.15) feet by land believed to have been now or formerly of one Norris and one Collins, and believed to have been later of one Carmela and one Schaffer; and

NORTHWESTERLY about two hundred ninety-nine and 06/100 (299.06) feet by land formerly of Henry Reynolds.

Attachment: Deed Rear NS Central St. (Par.230) (2989 : Sale Rear NS Central St. (Par.230))



City of Springfield

ADOPTED

4.20

Meeting: 03/23/15 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2997

Approval of the Sale of 120 Mill Street Via Quitclaim Deed to Demetrios Panteleakis (Mayor Sarno)

Please see attachments

Please see attachments

RESULT:	ADOPTED [12 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Justin Hurst, At Large Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Hurst, Edwards, Luna, Walsh, Fenton
ABSENT:	E. Henry Twiggs

Transfer of 120 Mill Street (Parcel # 08675-0049) Property to Demetrios Panteleakis via Quitclaim Deed

(Mayor Sarno)

Order Authorizing and Approving Disposition of Real Property known as 120 Mill Street (Parcel # 08675-0049)

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as 120 Mill Street (Parcel 08675-0049), Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS, the City issued a Request for Proposals (#15-166) for the disposition and redevelopment of the Property, which has a City assessed value of two hundred thirteen thousand and one hundred dollars (\$213,100); and

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

WHEREAS, on or about March 6, 2015, Demetrios Panteleakis was designated preferred developer for the Properties, contingent upon the completion of certain due diligence actions on site; and

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

WHEREAS, the RFP Selection Committee believed the proposal from Demetrios Panteleakis benefits the city by safely remediating and redeveloping the existing residential structure 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 120 Mill Street (**Parcel # 08675-0049**), Springfield Massachusetts to Demetrios Panteleakis, for the price of one thousand (\$1,000.00) dollars, in substantially the same form as the attached Exhibit A.

EXHIBIT A

[DRAFT]

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 **SEVENTEEN THOUSAND SIX HUNDRED AND EIGHTY EIGHT DOLLARS (\$17,688.00.)**, hereby grants to Demetrios Panteleakis, (“Grantee”) An individual with a last address and usual place of service at 1104 Worthington Street, Springfield, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as 120 Mill Street (**Parcel # 08675-0049**), Springfield, Massachusetts, being the same parcel of land described as follows:

[INSERT LEGAL DESCRIPTION IN FINAL DRAFT]

The parcel is sold pursuant to Massachusetts General Laws Chapter 30B section 16 and is 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 parcel (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating, preserving and redeveloping the existing residential structure 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 parcel 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 parcel, 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 parcel is 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 parcel, with the lone exception of interior auto storage; (5) The parcel is sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; (6) the parcel 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 April ____, 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.

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 April, 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 23rd of March, 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 April, 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 B

[DRAFT]
LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ___ day of December, 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 Demetrios Panteleakis, an individual with a last address and usual place of service at 1104 Worthington Street, Springfield, Massachusetts (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, #15-094 (“RFP”), for the sale and redevelopment of a City-owned property known as 120 Mill Street (Parcel 08675-0049), Springfield, Massachusetts, Springfield, Massachusetts (the “Property”); and

WHEREAS, on or about February 18, 2015, the Redeveloper submitted a response to the RFP, and on or about March 6, 2015, 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 residential structure 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 residential structure at the property, 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 One Thousand Dollars (\$1,000.00) 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 April 31, 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 partnership.

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 Mason Square 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 reversioning 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:	Demetrios Panteleakis 1104 Worthington Street Springfield, Massachusetts 01103
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 April, 2015, 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

DEMETRIOS PANTELEAKIS, Redeveloper

By: Kevin Kennedy
Title: Chief Development Officer
Date:

Date:

Approved:

By:
Title: Chief Financial and Administrative 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 April, 2015 before me, the undersigned notary public, personally appeared Demetrios Panteleakis, 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 April, 2015, 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:

A certain parcel of land known as 120 Mill Street (Parcel # 08675-0049), Springfield, Massachusetts (herein, “the Property”), being the same parcel of land described as follows:

[INSERT LEGAL DESCRIPTION IN FINAL DRAFT]

Exhibit B

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that **DEMETRIOS PANTELEAKIS**, an individual with a last address and usual place of service at 1104 Worthington Street, 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 120 Mill Street (**Parcel # 08675-0049**), **Springfield Massachusetts** (herein, "the Property"), being the same parcel of land described as follows:

[INSERT LEGAL DESCRIPTION IN FINAL DRAFT]

The Property being the same premises conveyed to DEMETRIOS PANTELEAKIS by deed of the City of Springfield dated April __, 2015 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 Demetrios Panteleakis, dated April __, 2015.

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 April, 2015.

Witness

DEMETRIOS PANTELEAKIS

By: _____
Name: Demetrios Panteleakis

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of April, 2015, before me, the undersigned notary public, personally appeared Demetrios Panteleakis 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

Property Address: 120 Mill Street, Springfield, Massachusetts

Attachment: City Council Order - Transfer of 120 Mill Street (2097 : Approval of the Sale of 120 Mill Street Via Quitclaim Deed to Demetrios

MEMORANDUM

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

From: Brian Connors, Deputy Director

Subject: Selection Committee of RFP bid # 15-166 – Disposition of 120 Mill Street

CC Richard Griffin, Phil Dromey, and Robert McCarroll

Date: March 6, 2015

In accordance with the selection process for RFP# 15-166, the Selection Committee has completed its review and submits its recommendations to you. The Committee met on March 6, 2015 to review the one (1) proposal received. The proposal was evaluated based on the comparative evaluation criteria set forth on the RFP.

The Committee was made up of the following individuals:

- Richard Griffin, Economic Development Project Assistant
- Phil Dromey, Deputy Planning Director
- Robert McCarroll, Springfield Historical Commission

In addition, City Councilor Melvin Edwards has been provided with the proposal and RFP for his review and comment.

Summary of Proposal

Mr. Demetrios Panteleakis of 1104 Worthington Street submitted a proposal to purchase 120 Mill Street for the sum of \$1,000.00. The property has been vacant since 2008 when the city completed a tax title taking. The city has attempted to sell the property via RFP on multiple occasions without interest.

Mr. Panteleakis is proposing to restore the exterior appearance of 120 Mill Street, to remove the cinder block front addition and bring the building back to a more appropriate historic look. The interior will be gutted and restored to bring the house up to code. This will include a new electrical service & wiring, plumbing and heating. The property will be sold with the goal of an owner occupied home with one rental apartment.

According to the Mr. Panteleakis, the total cost of the rehabilitation is estimated at \$150,000 and expects to complete exterior work by June and interior work by September. Mr. Panteleakis is also doing renovation projects this Spring at 175 Mill Street, 92 Mill Street, and also owns the Mill River industrial complex, so he is a heavily invested owner in this neighborhood.

Committee Recommendation

The Committee recommends to the City of Springfield to accept Mr. Demetrios Panteleakis offer to purchase 120 Mill Street for a total of \$1,000.00 based upon the conditions and timelines outlined below:

- Mr. Panteleakis provides evidence of a firm commitment of financing from his lending institution for the project
- The restoration plan for the exterior be approved by the Historical Commission
- Mr. Panteleakis must submit a site plan to the Planning & Economic Development Office for approval prior to any site work

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



Mayor Domenic J. Sarno

3/6/2015 3/6/15 

Date