



CITY OF SPRINGFIELD

City Clerk's Office 11/11/2015 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday evening November 16, 2015** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on November 16, 2015 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

Informational

(2.) From BPW re:Discontinuance of a Portion of Allen Street –

<<Enter brief purpose>>

(3.) Discontinue a Portion of Charter Ave

ATTACHMENTS:

- NOTICE OF MEETING FOR PET.10,270 (PDF)
- 12-207 1 SKETCH-CHARTER-WALNUT (PDF)
- 12-207 1 SKETCH-CHARTER-OAK (PDF)

(4.) From BPW re:Everett Street –

<<Enter brief purpose>>

(5.) Steven Street

ATTACHMENTS:

- 11-4-2015 notice of meeting WMECO 500 (PDF)
- Steven st. (PDF)

(6.) Mill Street

ATTACHMENTS:

- Mill St. plan #6231 (PDF)
- 11-9-2015 notice of meeting Mill St. WMECO 500 (PDF)

(7.) To Change the Zoning of the Properties Known as NS Worthington Street (12535-0058) and ES Spring Street (11040-0065 & 0066) from Business a to Business B. Zone Change - NS Worthington Street & ES Spring Street - Report None Yet

PETITIONER:

Cedar Auto Sales, LLC

ADDRESS: NS Worthington Street & ES Spring Street

CHANGE REQUESTED: Bus A to Bus B

Grants

- (8.) Library Trust Income - Annual Amount - \$132,000 (Mayor Sarno)

ATTACHMENTS:

- Springfield Library Foundation Award Letter (PDF)
- Springfield Library Foundation Set Up Form (DOC)

- (9.) FY16 AHEC Model Grant - No Match Required \$60,000 (Mayor Sarno)

ATTACHMENTS:

- AHEC Core (PDF)

- (10.) Department of Public Works RDP Grant - \$56,000 (Mayor Sarno)

ATTACHMENTS:

- DPW Recycling Dividend Program Grant (PDF)

- (11.) Curiosity Creates Grant Acceptance - No Match Required \$7,500 (Mayor Sarno)

ATTACHMENTS:

- Curiosity Creates (PDF)

- (12.) AHEC MYAT Mini Grant Acceptance - No Match Required \$2,000 (Mayor Sarno)

ATTACHMENTS:

- AHEC Model Mini Grant (PDF)

- (13.) LISC Grant - No Match Required - \$1,700.00 (Mayor Sarno)

ATTACHMENTS:

- LISC Grant Award Letter & Set-Up Form(PDF)

General Business

- (14.) Removal Jersey Barriers from Main Street and State Street (President - Ward 2 Councilor Fenton)

- (15.) Open Air Parking Revocation ()

- (16.) City Council Agenda

- (17.) Prohibition on the Sale of Loose Cigars

- (18.) ORD-2015-5 - Vehicles for Hire

- (19.) Police Department - Approval of 5 Year Contract for Lease/Purchase Financing (Mayor Sarno)

- (20.) Order Authorizing Acceptance of Deed to 50 East Street for Law Enforcement Purposes (Mayor Sarno)

The United States is transferring the property to the City at no cost.

ATTACHMENTS:

- Attachment #1, Draft Deed from US to City for 50 East Street, with Exhibits (PDF)

- (21.) MassDot Aggrement (Mayor Sarno)

ATTACHMENTS:

- Mass Dott Agreement (PDF)

- (22.) Supplemental Budget - Increase in Charter School Tuition State Aid (Mayor Sarno)

ATTACHMENTS:

- CherrySheet_FinalTotals (PDF)

- (23.) Transfer 233 Quincy Street to Habitat for Humanity
- (24.) Order Authorizing Mayor to Execute Quitclaim Deed for the Sale of Parcels on Dwight, Carew & Grosvenor Streets (Mayor Sarno)
Please see attached materials

ATTACHMENTS:

- Order Approving Transfers Dwight, Carew, Grosvenor (DOC)

- (25.) Bills of Prior Year - Various Departments (Mayor Sarno)

ATTACHMENTS:

- 11-16-15 - Prior Years Bills (Schedule One) (PDF)
- CAFO Certification - BOPYS (Various Departments) (PDF)

Suspension of Rules



City of Springfield

TABLED

Meeting: 11/16/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3221 B

2.2

Discontinuance of a Portion of 379 Allen Street

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>>

Discontinuance of a Portion of Allen 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 November 16, 2015

City Clerk

We hereby certify that on September 28, 2015, at 5:00 PM, at 379 Allen Street 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 November 16, 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

CITY OF

SPRINGFIELD, MASSACHUSETTS

PET. NO. 10,269

September 11, 2015

The Board of Public Works, to which was referred the petition of Margaret G. Smith and others, praying:

"To convey a portion of the northerly street line and discontinue a small section of ALLEN STREET easterly of Island Pond Road"

Hereby gives notices that said Board will meet **at 379 Allen Street, located on the intersection of Island Pond Road with Allen Street, Springfield, MA on Monday, the twenty eight (28th) of September, 2015 at five (5:00 P.M.) o'clock in the evening**

View the plan.

Hear all persons interested therein.

Determine whether the Board shall recommend the proposed discontinuance and street line relocation stated in said Petition.

Estimate any damages resulting from the action of the Board.

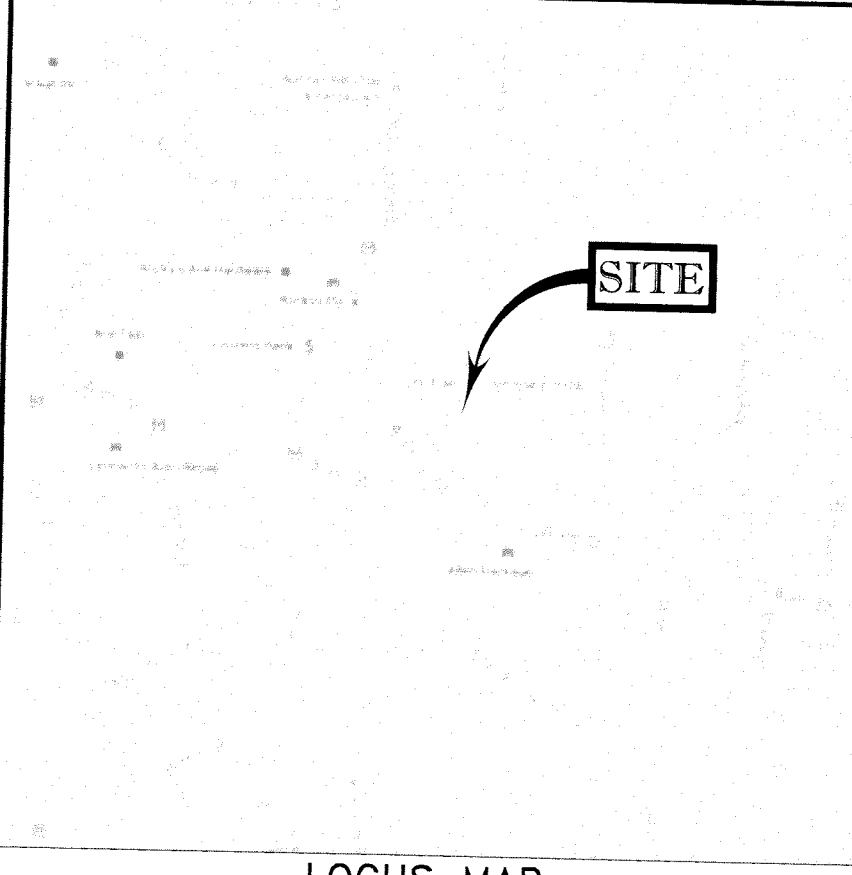
JOHN J. FITZGERALD)

MICHAEL E. TRIGGS)

RAYMOND A. AVEZZIE)

BOARD OF PUBLIC WORKS

Attachment: 9-28-15 NOTICE OF MEETING FOR PET.10,269 (3221 : Discontinuance of a Portion of Allen Street)



LOCUS MAP
© 2008 DeLorme, Street Atlas USA

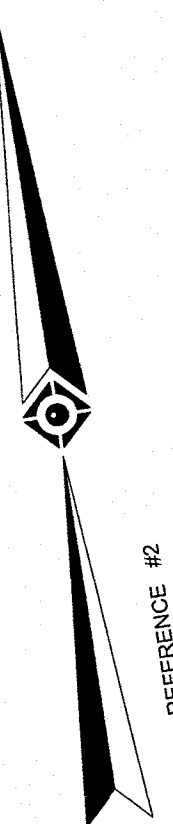
FOR REGISTRY USE ONLY

MAP 280,
LOT 1260

N/F LANDS OF
JOHN MASTRONARDI
DEED BK. 1830, PG. 350

MAP 280,
LOT 1250

N/F LANDS OF
JOHN MASTRONARDI
BK. 3237, PG. 242

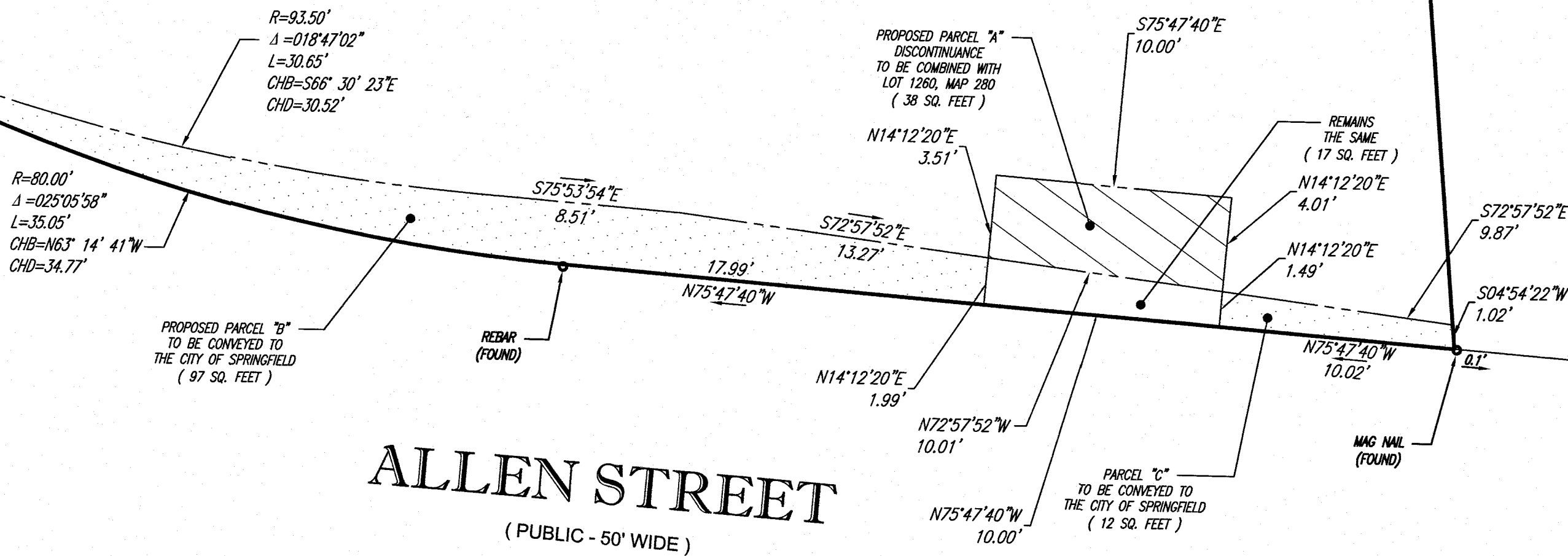


NOTES:

1. THE PURPOSE OF THIS PLAN IS TO COMBINE LOTS 1260, 1262, & 1269 ON THE CITY OF SPRINGFIELD ASSESSORS MAP # 280 INTO ONE CONTIGUOUS LOT & TO CONVEY PROPOSED PARCEL "A" TO THE CITY OF SPRINGFIELD & TO COMBINE A PORTION OF A 5.5x10' PARCEL, PARCEL "B", OF LAND WITH LOT 1260.
2. AREA = 38 SQ FEET (PARCEL "A")
97 SQ FEET (PARCEL "B")
12 SQ FEET (PARCEL "C")
3. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.

REFERENCES:

1. THE TAX ASSESSOR'S MAP OF THE CITY OF SPRINGFIELD, HAMPDEN COUNTY, COMMONWEALTH OF MASSACHUSETTS, SHEET #280.
2. MAP ENTITLED "PLAN OF PROPERTY IN SPRINGFIELD, MA," BY ANDERSON ASSOCIATES, DATED DECEMBER 8TH, 2012, AND RECORDED AT THE HAMPDEN COUNTY REGISTRY OF DEEDS AS PLAN BOOK 365, PLAN 27.
3. MAP ENTITLED "SITE PLAN, SHEET NUMBER 4 OF 14," FOR NEWPORT DEVELOPMENT ASSOCIATES, LLC, BY BOHLER ENGINEERING, DATED APRIL 6TH, 2015.



ALLEN STREET
(PUBLIC - 50' WIDE)

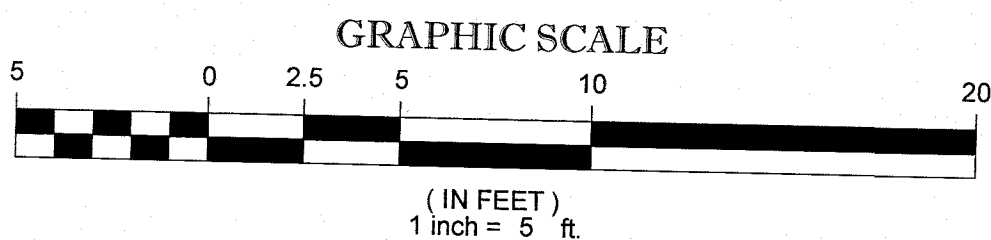
APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

SPRINGFIELD PLANNING BOARD

CHAIRMAN _____

DATE _____

THE PLANNING BOARD'S ENDORSEMENT OF THE PLAN AS NOT REQUIRING APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT A DETERMINATION AS TO THE CONFORMANCE WITH THE SPRINGFIELD ZONING BYLAW AND REGULATIONS.



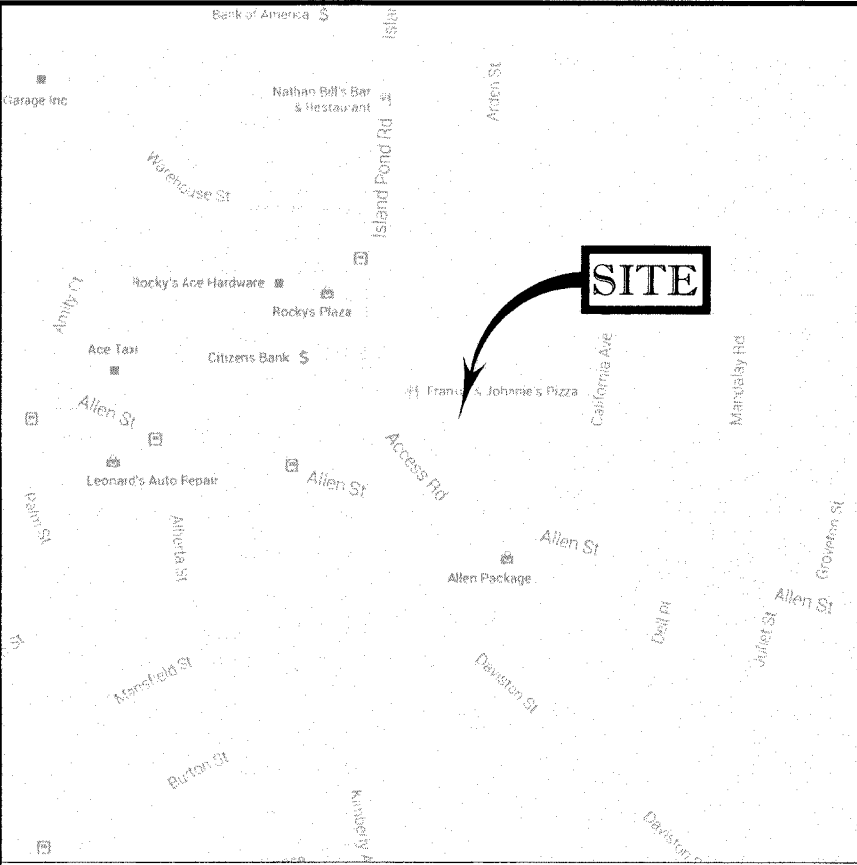
THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLACK INK SEAL



Gerry L. Holdright
GERRY L. HOLDRIGHT
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	08.03.15	EXCHANGE PLAN OF LAND 379-385 ALLEN STREET LOTS 1260, 1262, & 1269, MAP 280 CITY OF SPRINGFIELD HAMPDEN COUNTY COMMONWEALTH OF MASSACHUSETTS			
FIELD BOOK NO.	1409MA				
FIELD BOOK PG.	102				
FIELD CREW	TM	 CONTROL POINT ASSOCIATES, INC. 352 TURNPIKE ROAD SOUTHBOROUGH, MA 01772 508.948.3000 • 508.948.3003 FAX MANHATTAN, NY 646.780.0411 MT. LAUREL, NJ 609.857.3099 CHALFONT, PA 215.712.2800 WARREN, NJ 908.668.0099			
DRAWN:	J.M.R.				
REVIEWED:	J.M.R.	APPROVED:	G.L.H.	DATE	8.24.15
SCALE	1"=20'	FILE NO.	CM15148	DWG. NO.	1 OF 1



LOCUS MAP
© 2008 DeLorme, Street Atlas USA

NOTES:

- THE PURPOSE OF THIS PLAN IS TO COMBINE LOTS 1260, 1262, & 1269 ON THE CITY OF SPRINGFIELD ASSESSORS MAP # 280 INTO ONE CONTIGUOUS LOT & TO CONVEY PROPOSED PARCEL "A" TO THE CITY OF SPRINGFIELD & TO COMBINE A PORTION OF A 5.5x10' PARCEL, PARCEL "B", OF LAND WITH LOT 1260.
- AREA = 25,563 SQ. FEET (LOT 1260)
11,034 SQ. FEET (LOT 1262)
5,149 SQ. FEET (LOT 1269)
38 SQ. FEET (PARCEL A)
41,784 SQ. FEET OR 0.959 ACRES
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.

REFERENCES:

- THE TAX ASSESSOR'S MAP OF THE CITY OF SPRINGFIELD, HAMPDEN COUNTY, COMMONWEALTH OF MASSACHUSETTS, SHEET #280.
- MAP ENTITLED "PLAN OF PROPERTY IN SPRINGFIELD, MA," BY ANDERSON ASSOCIATES, DATED DECEMBER 8TH, 2012, AND RECORDED AT THE HAMPDEN COUNTY REGISTRY OF DEEDS AS PLAN BOOK 385, PLAN 27.
- MAP ENTITLED "SITE PLAN, SHEET NUMBER 4 OF 14," FOR NEWPORT DEVELOPMENT ASSOCIATES, LLC, BY BOHLER ENGINEERING, DATED APRIL 8TH, 2015.

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

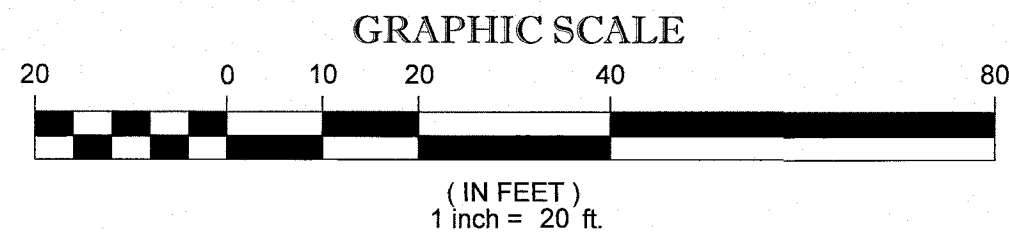
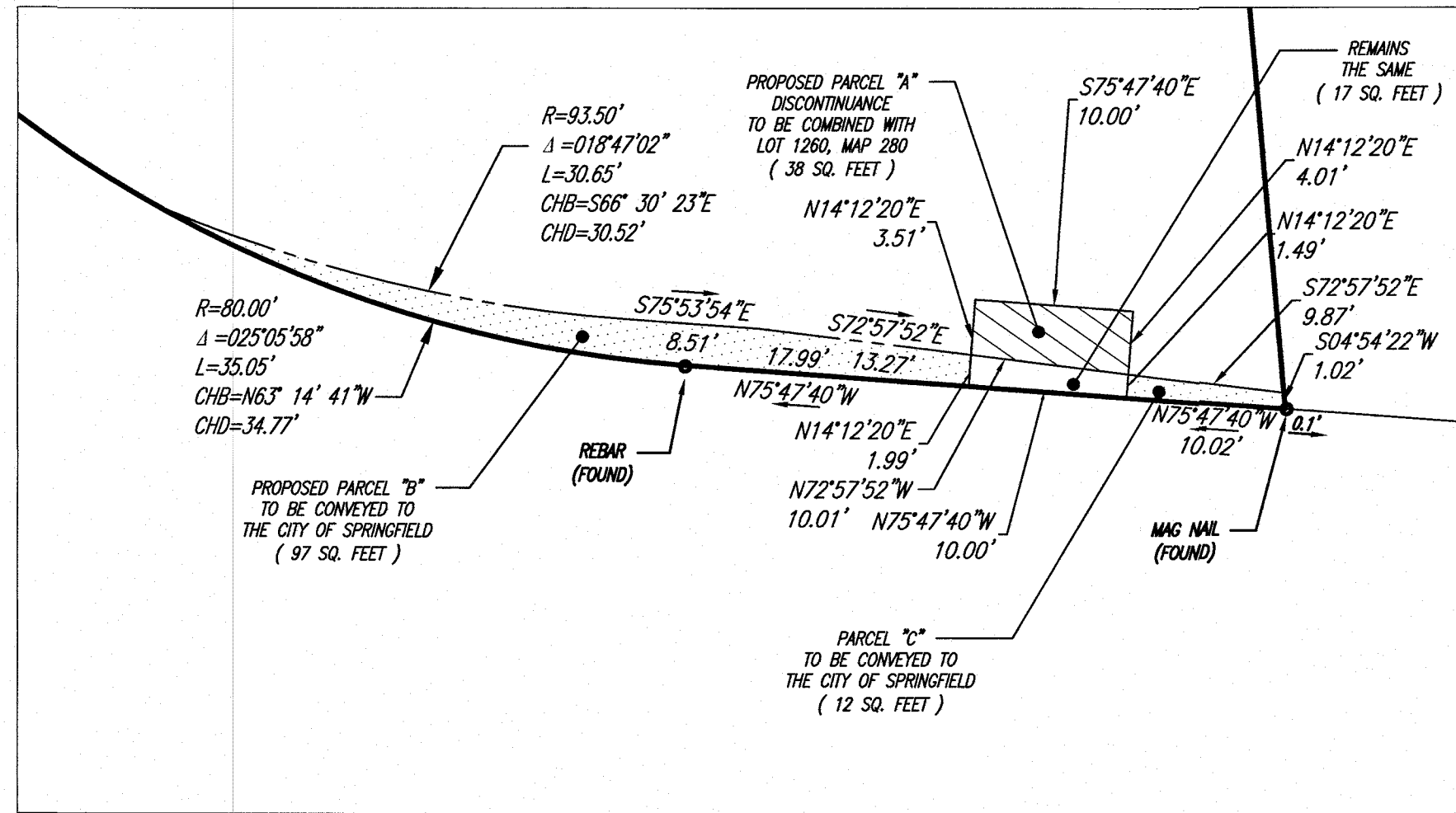
SPRINGFIELD PLANNING BOARD

CHAIRMAN

DATE

THE PLANNING BOARD'S ENDORSEMENT OF THE PLAN AS NOT REQUIRING APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT A DETERMINATION AS TO THE CONFORMANCE WITH THE SPRINGFIELD ZONING BYLAW AND REGULATIONS.

DETAIL "A"
SCALE: 1" = 10'



THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

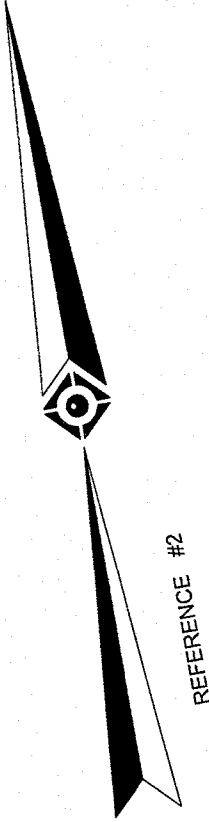
NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLACK INK SEAL



GERRY L. HOLDRIGHT
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE 08.03.15	APPROVAL NOT REQUIRED PLAN OF LAND 379-385 ALLEN STREET LOTS 1260, 1262, & 1269, MAP 280			
FIELD BOOK NO. 1409MA	CITY OF SPRINGFIELD HAMPDEN COUNTY COMMONWEALTH OF MASSACHUSETTS			
FIELD BOOK PG. 102	CONTROL POINT ASSOCIATES, INC. 352 TURNPIKE ROAD SOUTHBOROUGH, MA 01772 508.948.3000 - 508.948.3003 FAX MANHATTAN, NY 646.780.0411 MT. LAUREL, NJ 609.887.2099 CHALFONT, PA 215.712.7800 WARREN, NJ 908.668.0099			
FIELD CREW TM	DRAWN: J.M.R.			
REVIEWED: J.M.R.	APPROVED: G.L.H.	DATE 8/24/15	SCALE 1"=20'	FILE NO. CM15148
			DWG. NO. 1 OF 1	

FOR REGISTRY USE ONLY




City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
PETITION (ID # 3268)

Meeting: 11/16/15 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3268 A

Discontinue a Portion of Charter Ave

T. NO. 10,270

CITY OF SPRINGFIELD, MASSACHUSETTS

October 20, 2015

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition of Develop Springfield and others, praying:

"To discontinue the two remaining section of Charter Avenue from Oak Street westerly about 141 feet, approximate area of 3,603 square feet and from Walnut Street northerly about 93 feet, approximate area of 1,235 square feet."

reports thereon pursuant to Revised Ordinances of the City of Springfield, as follows:

The Board notified all known interested parties of its intent to view the premises and hold a hearing set for October 19, 2015 on the petition by mailing notices, postage prepaid, to their respective addresses of record as well as posting notices in two (2) public places and publishing in a newspaper, all at least ten (10) days prior to said date.

Pursuant to said notices and all other statutory notice requirements the Board viewed plans of the premises and held an open hearing on October 19, 2015 at 5:00 P.M., at Dunbar Community Center Parking lot on 33 Oak Street, Springfield, MA. Three (3) members of the Board, and three (3) persons interested in the matter were present. One (1) of the latter voted in favor to discontinue the two remaining section of Charter Avenue and one (1) voted in opposition.

After careful consideration of the above matter, the Board is of the opinion that common convenience and necessity require that portion of Charter Avenue from Oak Street westerly about 141 feet, approximate area of 3,603 square feet and from Walnut Street northerly about 93

feet, approximate area of 1,235 square feet to be discontinued the public way be, as set forth in the accompanying order and as shown on plan entitled,

PLAN OF LAND CITY OF SPRINGFIELD, MASS.

CHARTER AVENUE

HAMPDEN REGISTER

DATE: 08/31/2015 SCALE: 1" = 10'

NORTHEAST SURVEY CONSULTANTS

PET. NO. 10,270

Consisting of two (2) sheet, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts and which is to be recorded in the Hampden County Registry of Deeds.

The Board is further of the opinion that no damages be sustained by any person, firm, or corporation in their property by reason of the proposed discontinuance Charter Avenue from Oak Street westerly about 141 feet and Walnut Street northerly about 93 feet.

_____))
 _____)) BOARD OF PUBLIC WORKS
 _____))

PET. NO. 10,270

CITY OF SPRINGFIELD, MASSACHUSETTS

In City Council, November 16, 2015

ORDERED, that it being necessary for common convenience and To discontinue the two remaining section of Charter Avenue from Oak Street westerly about 141 feet, approximate area of 3,603 square feet and from Walnut Street northerly about 93 feet, approximate area of 1,235 square feet., shown on a plan entitled,

PLAN OF LAND CITY OF SPRINGFIELD, MASS.

CHARTER AVENUE

HAMPDEN REGISTER

DATE: 08/31/2015 SCALE: 1" = 10'

NORTHEAST SURVEY CONSULTANTS

Consisting of one (2) sheet, which plan is incorporated herein by reference and is now on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts;

To discontinue the two remaining section of Charter Avenue from Oak Street westerly about 141 feet, approximate area of 3,603 square feet and from Walnut Street northerly about 93 feet, approximate area of 1,235 square feet.

CHARTER AVE. - OAK STREET PARCEL

Beginning at the northeasterly corner of parcel, now formerly Wayne Street LCC, said point being located on the westerly side line of Oak Street, said point being N 07° 14' 12" W a distance of 197.04 feet from a granite bound found. Thence running S 84° 59' 18" W along the side of Wayne Street LCC, a distance of 75.67' feet to a point of curvature to the left, with an arch length of 6.48' and a radius of 4.12' feet, said curve has a chord bearing of S 35° 32' 11" W and a chord length of 5.42' feet to a point, thence; S 05° 00' 39" E, a distance of 7.90' feet to appoint, thence; on a curve to the right, with an arc length 66.29' feet and radius of 25.00 feet, said curve has a chord bearing of S 70° 57' 32" W to a point, thence; N 33° 04' 32" W, a distance of 25.00 feet to a point, said point N 56° 55' 18" E along the southerly line a distance of 35.97' feet to a point, N 83° 57' 48" E a distance of 105.63' feet to a point, said N 07° 14' 12" E along the westerly line of said Oak Street, a distance of 17.11 to the point of the beginning.

CHARTER AVE. - WALNUT STREET PARCEL

Beginning at the northerly corner of parcel now formerly Springfield Technical Community College as described in the deed recorded in Book 9640 page 368, said point being located on the easterly side line of Walnut Street, said point being N 47° 12' 12" W a distance of two hundred eleven and 62/100 (211.62) feet from a Granite Bound found, said point being the southwesterly corner of the parcel herein described; Thence running N 47° 12' 12" W along the easterly side line of Walnut Street, a distance of thirteen and 72/100 (13.72) feet to an angle point thence; N 42° 47' 48" E a distance of fifty-nine and 90/100 (59.90) feet to a point, thence; N 56° 55' 18" E a distance of thirty-three and 49/100 (33.49) feet to a point thence; S33° 06' 29" E, a distance of fourteen and 02/100 (14.02) feet to a point, thence; S57° 42' 48" W, a distance of nine and 98/100 (9.98) feet to a point, thence; S68° 56' 48" W, a distance of twelve and 43/100 (12.43) feet to a point, thence; S42° 47' 48" W a distance of sixty-eight and 17/100 (68.17) feet to the point of beginning.

That appropriate street monuments shall be placed upon the lines above described at terminal points;

That no damages be awarded, inasmuch as no damages will be sustained by any person, firm or corporation in their property by reason of the proposed discontinuance. That no assessments be levied;

that within thirty (30) days after the adoption of this order, the City Clerk is directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

that within thirty (30) days after the adoption of this order, the City Clerk is hereby ordered to certify, and record a copy hereof, together with the aforementioned plan, in the Hampden County Registry of Deeds.

NOTICE OF MEETING

CITY OF

SPRINGFIELD, MASSACHUSETTS

PET. NO. 10,270

October 1, 2015

The Board of Public Works, to which was referred the petition of Jay Minkarah and others, praying:

"To discontinue and abandon the two remaining section of public way on Charter Avenue from Oak Street westerly about 141 feet, approximate area of 3,603 square feet and from Walnut Street northerly about 94 feet, approximate area of 1,235 square feet."

Hereby gives notices that said Board will meet at **Dunbar Community Center Parking lot on 33 Oak St. Springfield, MA 01109 on Monday, the nineteen (19th) of October, 2015 at five (5:00 P.M.) o'clock in the evening**

View the plan.

Hear all persons interested therein.

Determine whether the Board shall recommend the proposed discontinuance and street line relocation stated in said Petition.

Estimate any damages resulting from the action of the Board.

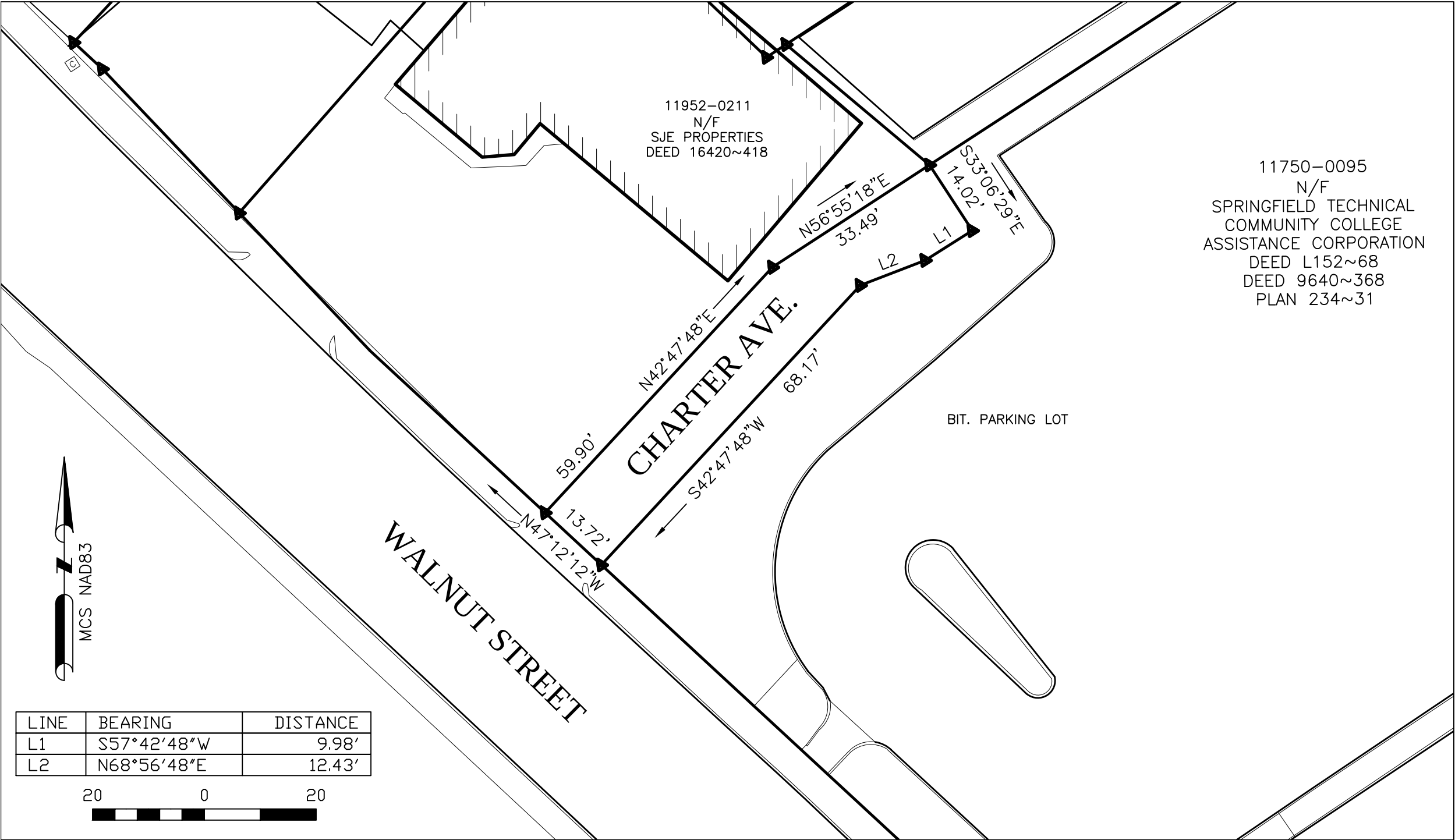
JOHN J. FITZGERALD)

MICHAEL E. TRIGGS)

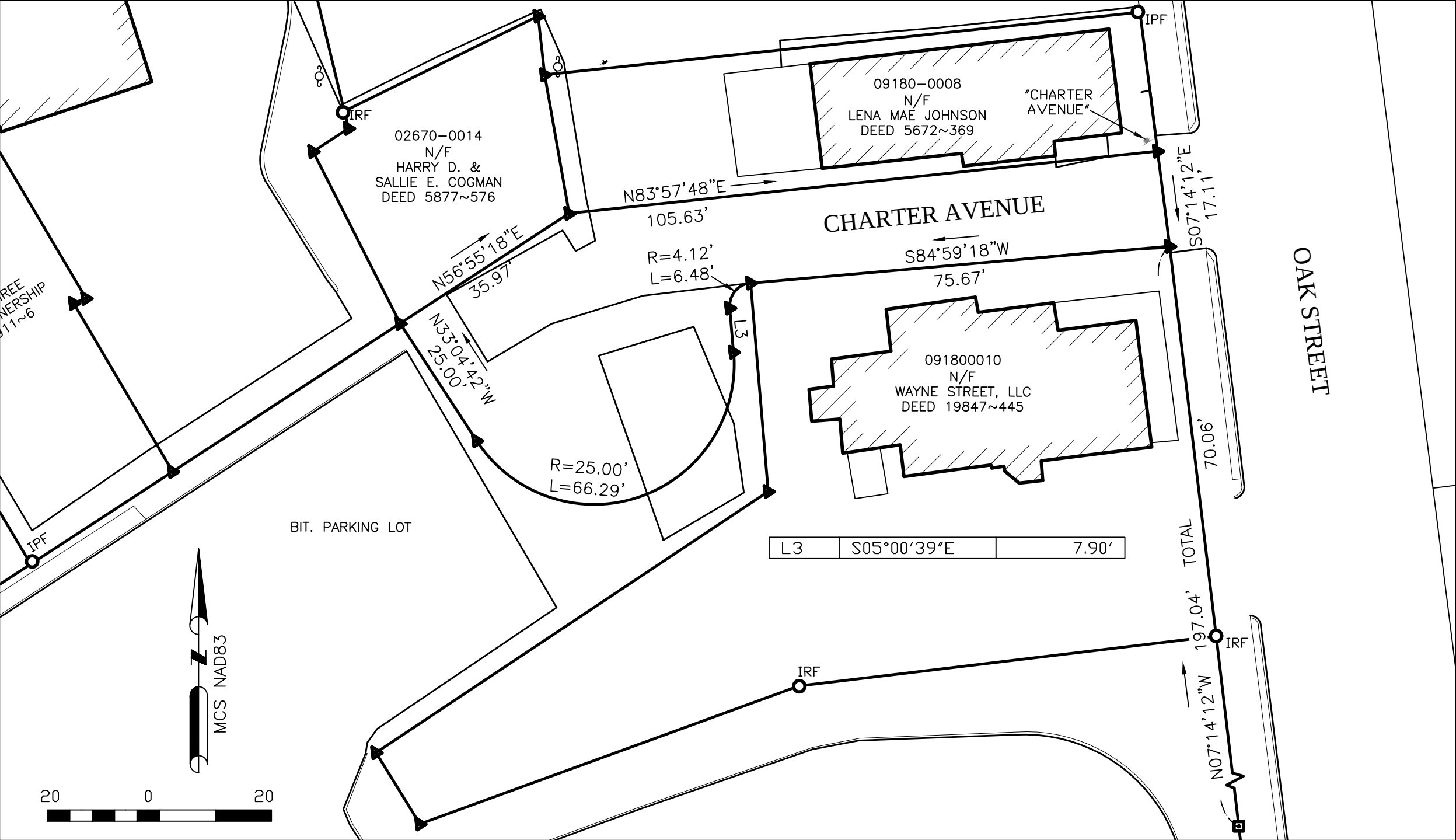
RAYMOND A. AVEZZIE)

BOARD OF PUBLIC WORKS

Attachment: NOTICE OF MEETING FOR PET.10,270 (3268 : Pet #10,270 Charter Ave -Discontinue a Portion of Charter Ave)



Attachment: 12-207 1 SKETCH-CHARTER-WALNUT (3268 : Pet #10,270 Charter Ave -Discontinue a





City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3259

2.4

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Everett 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 November 16, 2015

City Clerk

We hereby certify that on October 21, 2015, at 5:00 PM, at #108 Everett Street Parking Lot a public hearing was held on the petition of the COLUMBIA GAS OF MASSACHUSETTS for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 16, 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

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

DATE: October 7, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer.
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
October 21, 2015

NOTICE OF MEETINGS

Wednesday– October 21, 2015 – At 108 Everett St. Parking lot behind Sacred Heart Church at 5:00 P.M.

Minutes of Previous Meeting
Communications
Old Business

Columbia Gas of Massachusetts
New Business – EVERETT ST:

HEARING RE: To install gas main to provide gas service to residential homes.

Attachment: 10-21-2015 notice of meeting CMA Everett Street (3259 : Everett Street)

Columbia Gas[®] of Massachusetts

A NiSource Company

JOB ORDER NUMBER (INSTALL) 15-0826291-00

JOB ORDER NUMBER (ABANDON) 15-0826292-00

PROJECT ID 15-32602

EVERETT STREET

JOB TYPE: BUDGET NAME (557/558)

GAS OPERATIONS WORK

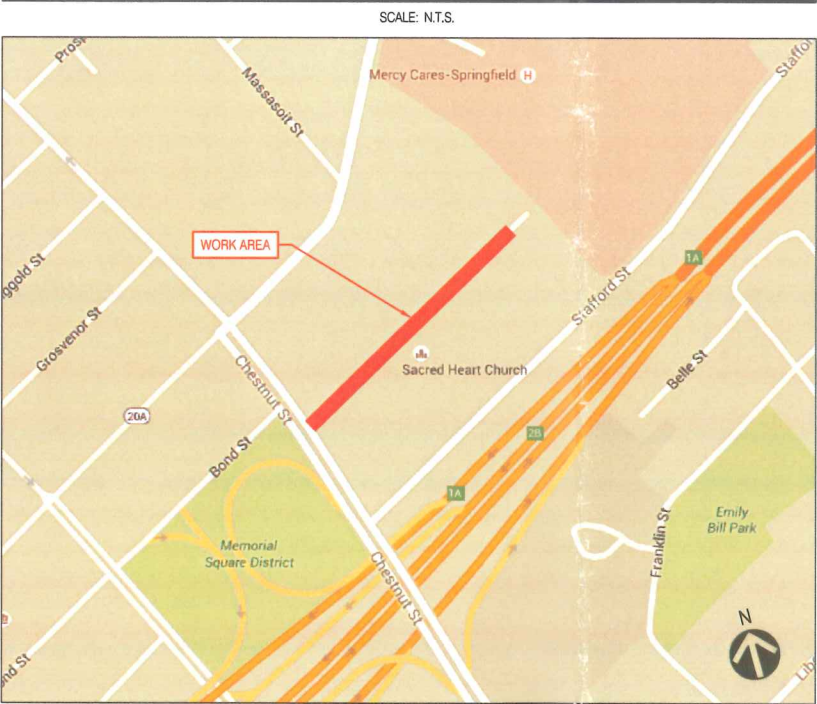
JOB ORDER (584) 15-0826296-00

JOB ORDER (586) 15-0826297-00

PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN:	BJM
CONSTRUCTION FLL:	KIRK GEDMAN/ MARK PARISEAU
PERMITS:	CITY PERMIT
TCC:	8200
COUNTY:	HAMPDEN (013)
TAX DISTRICT:	0000244
MAP NUMBER:	34
SYSTEM NUMBER(S):	80003048 / 80003061
24 HR. EMERGENCY LINE:	COLUMBIA GAS OF MASSACHUSETTS 1-800-525-8222

VICINITY MAP



SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
L-1 - L-2	LAYOUT PLANS
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLE

PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
950'	2"	PH	995'	4"	CI
950'	TOTAL INSTALLATION (FEET)		995'	TOTAL ABANDONMENT (FEET)	
PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES	METER OUTS	
ESTIMATED GAS SERVICES	11	2	13	9	

LEGEND

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

PROJECT DESCRIPTION

THIS PROJECT IS TO RERUN WITH 950' OF 2" PHMP GAS MAIN ON EVERETT STREET FROM CHESTNUT STREET TO THE END OF MAIN IN SPRINGFIELD. THIS WILL RETIRE 995' OF 4" LOW PRESSURE CAST IRON AND ALSO RETIRE A REGULATOR STATION THAT ONLY SUPPLIES THIS STREET. THIS MAIN WILL BE INSTALLED IN THE EXISTING SIDEWALK.

GENERAL NOTES

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



Know what's below.
Call before you dig.

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	9-11-15	Issued for Construction

DESIGNED BY	BJM	9-11-2015	413-326-0636
DRAWN BY	BJM	9-11-2015	413-326-0636
CHECKED BY	TAO	9-11-2015	---
ASBUILT BY	---	---	---
NAME	DATE	PHONE #	

SITE NAME:

JO# 15-0826291-00
JO# 15-0826292-00
PROJECT ID# 15-32602
EVERETT STREET
SPRINGFIELD, HAMPDEN

DRAWING TITLE:

TITLE SHEET

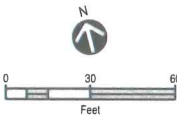
DRAWING NO:

T-1



Know what's below.
Call before you dig.

KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	9-11-15	Issued for Construction

DESIGNED BY	BJM	9-11-2015	413-326-0636
DRAWN BY	BJM	9-11-2015	413-326-0636
CHECKED BY	TAO	9-11-2015	---
AS-BUILT BY	---	---	---
	NAME	DATE	PHONE #

SITE NAME:

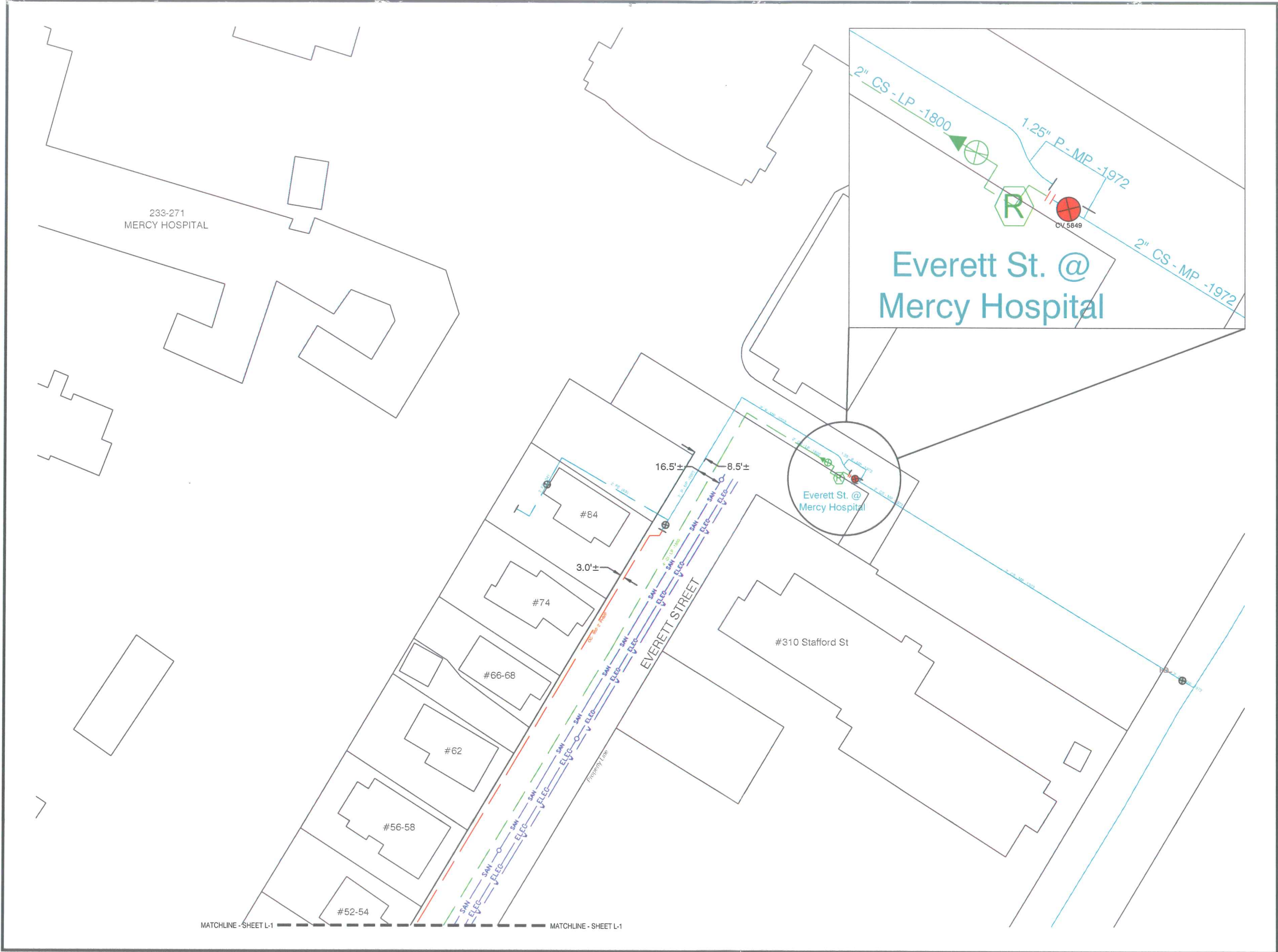
JO# 15-0826291-00
JO# 15-0826292-00
PROJECT ID# 15-32602
EVERETT STREET
SPRINGFIELD, HAMPOEN

PROJECT TITLE:

LAYOUT SHEET

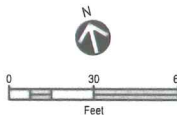
DRAWING NO:

L-1



Know what's below.
Call before you dig.

KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	9-11-15	Issued for Construction

DESIGNED BY	BJM	9-11-2015	413-326-0636
DRAWN BY	BJM	9-11-2015	413-326-0636
CHECKED BY	TAO	9-11-2015	---
AS BUILT BY	---	---	---
	NAME	DATE	PHONE #

SITE NAME:

JO# 15-0826291-00
JO# 15-0826292-00
PROJECT ID# 15-32602
EVERETT STREET
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

L-2

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

DATE: October 7, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer.
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
October 21, 2015

NOTICE OF MEETINGS

Wednesday– October 21, 2015 – At 108 Everett St. Parking lot behind Sacred Heart Church at 5:00 P.M.

Minutes of Previous Meeting
Communications
Old Business

Columbia Gas of Massachusetts
New Business – EVERETT ST:

HEARING RE: To install gas main to provide gas service to residential homes.

Attachment: 20151112065944881_0001 (3259 : Everett Street)


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
PETITION (ID # 3270)

Meeting: 11/16/15 07:00 PM
Department: Department of Public Works
Category: Private Way
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3270

Steven Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: November 5, 2015

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition #6230 of Eversource Electric Company dated September 17, 2015, to install 2 PVC conduit four (4") inches, beginning at existing Hexhole located on the corner of Page Blvd and Stevens Street and continue in northeasterly direction for forty-five (45') feet to the curd line on the east side of Stevens Street and continue hundred (100') feet southerly to existing pole to bring three phase to the property located on 655 Page Blvd (Railcar Assembly Facility CRRC), all as substantially shown on a plan attached, referred to numbered #6230, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose to upgrade the system, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on November 4, 2015 at 5:00 P.M. at the corner of Page Blvd and Stevens Street, Springfield, MA. Three (3) members of the Board and One (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request is necessary in order that the utility company can provide electric service to Railcar Assembly Facility CRRC.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.

That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions set forth in the respective order are complied with.

_____))
 _____)) BOARD OF PUBLIC WORKS
 _____))

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

DATE: October 21, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
November 4, 2015

NOTICE OF MEETING

Wednesday– November 4, 2015 – At the corner of Page Blvd. and Stevens St. at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE

New Business: Stevens Street

HEARING RE: To install 2-4" conduits from existing
hexhole to pole on the east side of Stevens Street.

Attachment: 11-4-2015 notice of meeting WMECO 500 (3270 : Steven Street)

RESOURCE ENERGY

TOWN

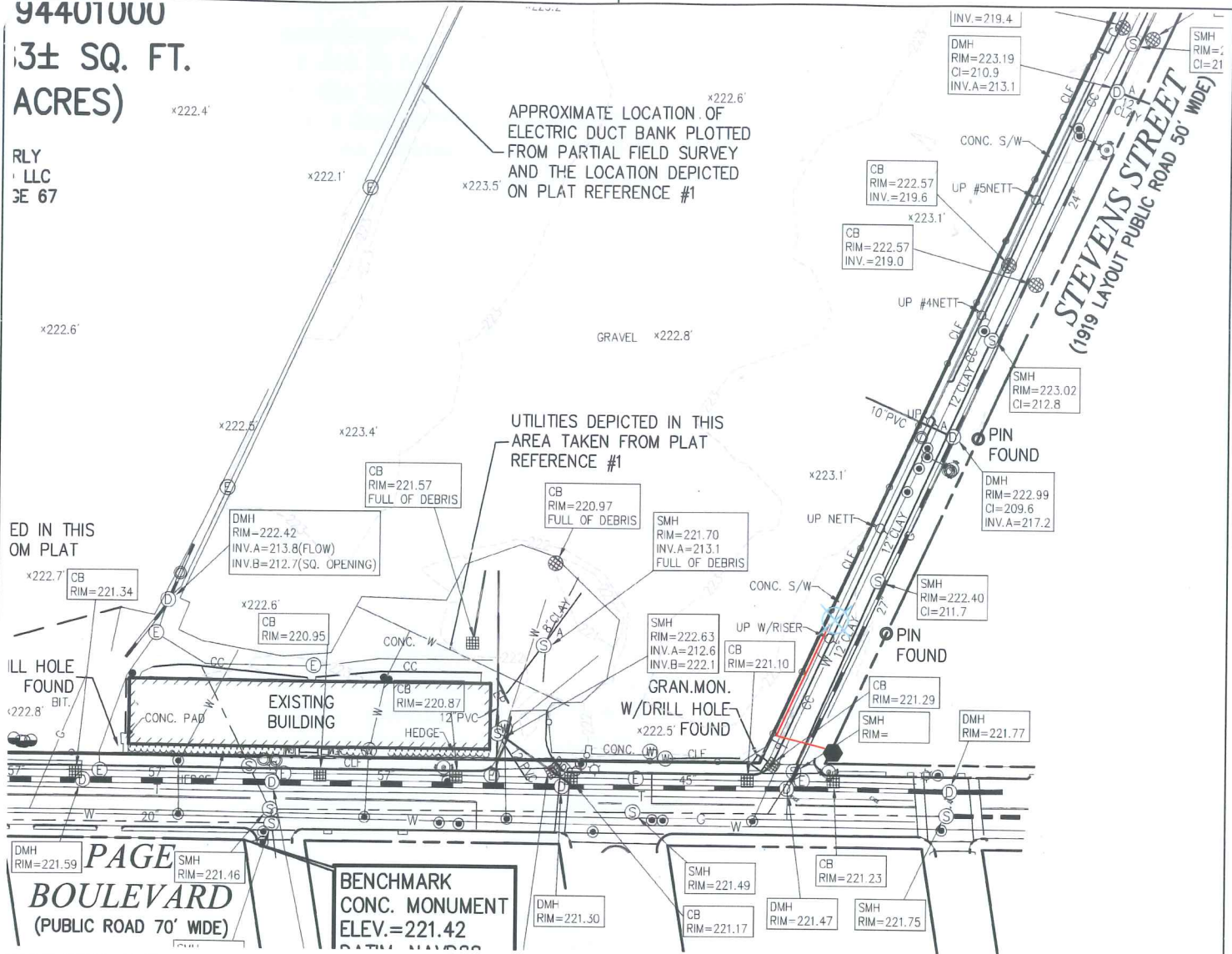
SPRINGFIELD

STREET

STEVENS ST

94401000
3± SQ. FT.
ACRES)

RLY
LLC
3E 67



PURPOSE AND DESCRIPTION

EVERSOURCE PROPOSES TO INSTALL (2) 4" CONDUITS FROM EXISTING HEXHOLE AT THE CORNER OF PAGE BLVD AND STEVENS ST TO BRING 3 PHASE TO THE FIRST POLE ON THE EAST SIDE OF STEVENS STREET.

LEGEND	
	PROPOSED JOINT POLE
	PROPOSED W.M.E.CO. POLE
	EXISTING JOINT POLE
	EXISTING W.M.E.CO. POLE
	EXISTING W.M.E.CO. POLE TO BE JOINT
	EXISTING FOREIGN POLE TO BE JOINT
	PROPOSED PAD MOUNT TRANSFORMER
	EXISTING PAD MOUNT TRANSFORMER
	EXISTING MANHOLE
	UG EXISTING CONDUIT
	UG PROPOSED CONDUIT
	PROPOSED HANDHOLE
	EXISTING HANDHOLE
	ANCHOR
	PROPOSED SILO
	EXISTING SILO
	HEXHOLE

WON BY
MICHAEL WILSON

W.D.#
2581978

DISTANCES ARE APPROXIMATE
1" = 125'

PETITION NO.

6230

Attachment: Steven st. (3270 : Steven Street)


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
PETITION (ID # 3269)

Meeting: 11/16/15 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3269

Mill Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: November 10, 2015

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition #6231 of Everesource Electric Company dated October 8, 2015, to install new hand hole, with said handhole being installed in the easterly sidewalk on Mill Street using the existing electrical conduit to feed two houses on #175 Mill Street, all as substantially shown on a plan attached, referred to numbered #6231, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above public ways for the purpose of making connections with the handhole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on November 9, 2015 at 5:00 P.M. at the parking lot next to the house #175 on Mill Street, Springfield, MA. Three (3) members of the Board and One (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can provide electric services.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.

That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

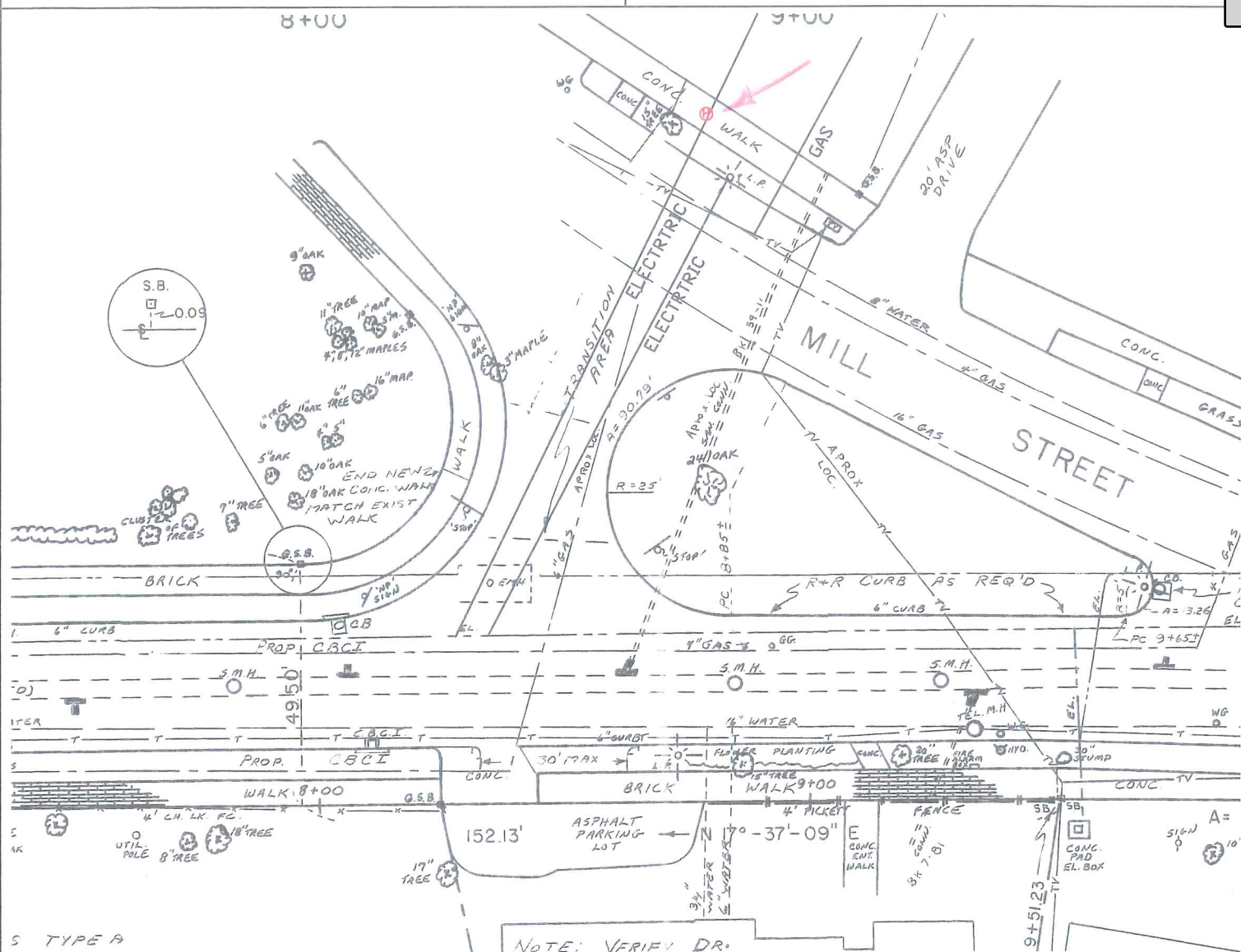
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions set forth in the respective order are complied with.

_____))
 _____)) BOARD OF PUBLIC WORKS
 _____))

EVERSOURCE ENERGY
WESTERN MASSACHUSETTS ELECTRIC COMPANY

SPRINGFIELD

STREET
MILL ST

PURPOSE AND DESCRIPTION

EVERSOURCE IS ADDING A NEW HANDHOLE TO BE ABLE TO FEED HOUSE#175 AND THE HOUSE BEHIND #175. THE HANDHOLE WILL BE INSTALLED IN THE SIDEWALK USING THE EXISTING CONDUIT THAT FEED HOUSE#175

LEGEND

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

DRAWN BY
ANDREW NETHERWOODW.O.#
2516678DISTANCES ARE APPROXIMATE
1"=30'

PETITION NO.

6231

W.O.# 6521733

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

DATE: October 26, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
November 9, 2015

NOTICE OF MEETING

Monday– November 9, 2015 – In the parking lot next to the house #175 on Mill St. at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE
New Business: Mill Street

HEARING RE: To install new handhole to feed
two houses on Mill Street.

Attachment: 11-9-2015 notice of meeting Mill St. WMECO 500 (3269 : Mill Street)



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3245

3.8

Library Trust Income - Annual Amount - \$132,000 (Mayor Sarno)

WHEREAS, the Library Department has been awarded Library Trust Income of 'not to exceed' \$132,000 From the Springfield Library Foundation; and

WHEREAS, the income represents the annual payment to be delivered quarterly to the Library for FY2016;

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

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

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

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

Library Trust Income \$132,000

SPRINGFIELD LIBRARY FOUNDATION, INC.

220 State Street
Springfield, MA 01103

September 19, 2015

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

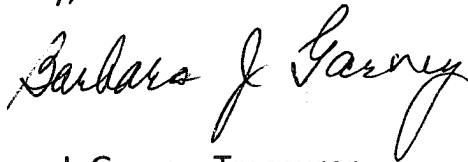
Dear Lee:

The Springfield library Foundation forwarded to the Springfield Library Department for Fiscal Year 2014 a total of \$133,843.06 for the purchase of library materials from the following four trusts, administered by the Bank of America, The William B. Walker Trust, the James B Corcoran Trust, the James J. Garvey Trust, and the Horace Moses Trust. In Fiscal Year 2015 the trust income from these same four trusts we forwarded totaled \$201,138.08.

On the basis of these experiences we are estimating that during Fiscal Year 2016 the Foundation will render to the City of Springfield quarterly payments of income from the above named trusts in an approximate amount of \$33,000.00 to be used for the purchase of Library Materials.

According to our contact at Bank of America, these accounts are private foundations and there may be an additional distribution to the extent necessary to meet the distribution requirement. These amounts cannot be estimated.

Sincerely,



Barbara J. Garvey, Treasurer

Attachment: Springfield Library Foundation Award Letter (3245 : Library Trust Income - \$132,000)



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/27/15

Department Requesting Grant Setup Library

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

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

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

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

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

X Private/Other Springfield Library Foundation

Grant Name: Trusts & Endowments

Total Grant Amount Awarded: \$132,000.00

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

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

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

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

Actual Award Date 9/19/2015

Board Approval Date

Start Date n/a

Expiration Date n/a

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

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

Org Code: 8233; 8232; 8229; 8228

Object Codes: 551300

Budget Roll-Up Codes: Yes

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

Molly Fogarty
Signature

10/27/15
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.



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3254

3.9

FY16 AHEC Model Grant - No Match Required \$60,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services Department ("Department") has been awarded an FY16 AHEC Model Grant of \$60,000 from the University of Massachusetts, Worcester for the period of July 1, 2015 through June 30, 2016; and

WHEREAS, the Department intends to use the grant funds to continue to provide support, enhance, and promote the educational, professional, and personal development of 100+ coalition members and other interested community health /outreach workers in the counties of Hampden, Hampshire and Franklin.

WHEREAS, the Department intends to use the additional grant funds to provide additional programming; and

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

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

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

FY16 AHEC Model Grant - \$60,000



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request **11/2/2015**

Department Requesting Grant Setup **SHHS**

Department Phone # (Please include extension) **6741**

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

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: **84715**

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?

(Y/N) **NO**

If yes, please attach a copy of the Approved Form.

Grant Type:

State -- Highway

Federal Pass-Through DOE-- School

Federal Direct-- School

Federal -- City

State DOE-- School

State Other -- School

XX State -- City

Private/Other

Grant Name: **AHEC CORE**

Total Grant Amount Awarded: \$ \$60,000.00

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

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

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

Entity Name	UMASS Medical School
Contact Person	Joanne Dombrowski
Street Address	333 South Street
City, State, Zip Code	Shrewsbury, MA 01545
Telephone	508-856-4305
Fax	
E-Mail	joanne.dombrowski@umassmed.edu

Actual Award Date

Board Approval Date

Start Date 7/1/2015

Expiration Date 6/30/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

To advance public health practice by promoting health careers and improving the education, supply and placement of health professionals in underserved and culturally diverse communities of Mass.

Comments re: Conditions/Restrictions of Grant

See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Monthly

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

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

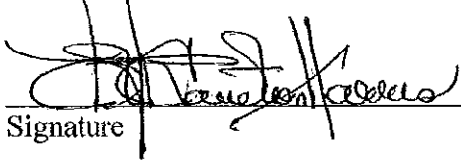
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28475205

Object Codes: 501000/517010/551700/571100

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

11/3/2015
Date

Please attach the following documents:

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

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

(CM No.) CM160110 dd 10/2**COPY**UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES PURCHASED
TERMS AND CONDITIONS(P.O. No.) WA00354745 dd 10/22/15
(Bid No.) _____

This agreement dated July 1, 2015 (mm/dd/yyyy) and effective as of the Start Date indicated below in Section 4, is made by and between the University of Massachusetts, Worcester Campus, (hereinafter called "University"), an agency of the Commonwealth of Massachusetts and
City of Springfield, Department of Health and Human Services, 95 State Street, Springfield, MA 01103

(Contractor's legal name and address)

(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: this Contract for Services Purchased Terms and Conditions; any Contract Amendments, as identified in Section 3, below; and any attached Scope of Service/Work or other Attachments, as identified in Sections 1 and 2, below. The Contract for Services Purchased Terms and Conditions, and any agreed upon changes thereto included in any Contract Amendments, shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached to this Contract.

1. **Scope of Service/Work:** The Contractor agrees to perform the following services: See Attachment A, Scope of Service/Work, consisting 3 page(s)

or if applicable, those services described in the Attachment[s] attached to this Contract. Any Attachment attached to this Contract is made a part hereof and must be specifically labeled (e.g. "Attachment A, Scope of Service/Work, consisting of 'n' pages"). Only the Scope of Service/Work specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. **Contract Attachments:** Any attachment referenced in this section must be specifically labeled in alphabetical order (e.g. "Attachment X", [insert title of attachment], consisting of 'n' pages"), commencing with the letter immediately following any contract attachment(s) referenced above.

A. **Insurance:** The Contractor shall purchase and maintain at its sole cost and expense throughout the term of this Contract the insurance coverage specified in the Insurance Schedule attached hereto as Attachment B, consisting of 2 page(s), and shall comply with all coverage limits and other terms and conditions specified therein.

B. **Business Associate Agreement/Data Management Agreement:** The Contractor shall comply with the terms and conditions of the attached ☐ Business Associate Agreement ☒ Data Management Agreement which is attached to this Contract and made a part hereof as Attachment C consisting of 5 page(s) executed by duly authorized representatives of the Parties.
☐ Not Applicable.

C. **Other Contract Attachment[s]:** The following attachments to the Contract have been executed by duly authorized representatives of the Parties and are attached to this Contract and made a part hereof as Attachment D consisting of 1 page(s):
Budget FY16

3. **Contract Amendments:** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached to this Contract and made a part hereof: See Attachment E - Amendment No. 1, consisting of 1 page

All amendments referenced in this section must be specifically labeled in alphabetical order (e.g. "Attachment X, Amendment No. 1, consisting of 'n' pages"), commencing with the letter immediately following any contract attachments referenced above.

4. **Dates of Performance:** From: 07/01/2015 (mm/dd/yyyy) To: 06/30/2016 (mm/dd/yyyy)
 (Start/Effective Date) (Completion Date)

5. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:
Linda J. Cragin, Director, MassAHEC Network

(Name and Title)

6. Payment:

- A. The University shall compensate the Contractor for the services rendered at the rate of \$ See attachment D- per Budget FY16 (e.g., hour, week, semester, project, etc.).
- B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly x, Quarterly , Other (specify) .
- D. Reimbursement for Travel and Other Contractor Expenses:
- All travel and meals are part of this Contract. No reimbursement will be made.
- x Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ 1258.44. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation will be disallowed.
- x Contractor will be reimbursed for Other Contractor Expenses in an amount not to exceed \$ 2400.00.
- Other Contractor Expenses shall be limited to: . Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Contract shall not exceed \$ 60,000.00.
- F. Unless otherwise provided herein, the University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch. 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.
- G. The Contractor shall not have any claim against or seek payment from the Massachusetts Executive Office of Health and Human Services ("EOHHS") but shall look solely to the University for payment with respect to any activities performed under the Contract. Furthermore, the Contractor shall not maintain any action at law or in equity against EOHHS to collect any sums that are owed by the University under the Contract for any reason, even in the event that the University fails to make payment under or otherwise breaches the terms and conditions of the Contract.
7. **Certification:** Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch. 62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch. 151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 152 and payment of wages, Mass. Gen. Laws ch. 149 §148. Contractor further certifies that neither it nor any of its principals, directors, officers, agents or subcontractors are currently nor have they been in the past five years listed on the Office of Inspector General, U.S. Department of Health & Human Services' Exclusion Database or the General Services Administration, System for Award Management (SAM) exclusion list. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
8. **Conflict of Interest:** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.
9. **Compliance with Laws:** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.
10. **Independent Contractor Status:** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.
11. **Contractor's Qualifications and Performance:** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

12. Termination:

- A. **Termination Without Cause:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. In the event that this Contract is terminated for any reason, Contractor agrees to immediately relinquish the use of the name Area Health Education Center or AHEC.
- B. **Termination for Cause:**
- (i) If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. To the extent Contractor has executed a Business Associate Agreement or Data Management Agreement in addition to this Contract and fails to fulfill his/her obligations under the Business Associate Agreement or Data Management Agreement, the University may terminate this Contract by giving written notice to the Contractor at least three (3) calendar days before the effective date of termination stated in the notice. Any notice of termination provided pursuant to this section shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.
 - (ii) If Contractor fails to provide a replacement Center Director acceptable to the University, within thirty (30) calendar days of the date on the notice informing the University that the previously appointed Center Director is no longer serving in that capacity, the University may terminate this Contract for cause by giving written notice to the Contractor at least seven (7) calendar days prior to the effective date of termination stated in the notice.

13. Obligations in Event of Termination:

- A. Upon termination or expiration of this Contract, all finished or unfinished documents, data, studies, and reports prepared by Contractor pursuant to this Contract, shall be promptly delivered to the University. To the extent the Contractor has executed a Business Associate Agreement or Data Management Agreement in addition to this Contract, Contractor shall comply with the destruction and return requirements set forth therein.
- B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination. To the extent the Contractor has executed a Business Associate Agreement or Data Management Agreement in addition to this Contract, Contractor shall comply with the destruction and/or return requirements set forth therein.

The obligations set forth in the Business Associate Agreement or Data Management Agreement shall survive the termination or expiration of this Contract and shall continue until such time as the Contract Data is returned to the University or destroyed as set forth in the agreement.

14. **Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.
15. **Political Activity Prohibited:** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. **Ownership of Work Product:** All deliverables and work(s) created by the Contractor for or at the request of the University, pursuant to the provisions of the Contract, including without limitation any and all software and related documentation, reports, results, products, programs, routines, drawings, studies, specifications, photographs, graphics, artwork, computations, data, inventions, discoveries, improvements, concepts, creative works, designs, techniques and know-how, works of authorship, trade secrets, patents, trademarks, copyrights, and any other intellectual property ("Work Product") is "work made for hire," or shall be considered as having similar status in the United States or elsewhere; and therefore, the University is the owner of the Work Product. The entire right, title and interest in and to all Work Product shall vest with the University immediately upon creation of each deliverable constituting Work Product. In the event any Work Product is not considered a "work made for hire," the Contractor, on behalf of itself and its employees, agents, subcontractors and affiliates, hereby assigns, transfers and conveys to the University all right, title, and interest in such Work Product. During the term of this Contract and at any time following expiration or termination for any reason of this Contract, upon the request and at the reasonable expense of the University and for no additional compensation, the Contractor and its employees, agents, subcontractors and affiliates will take such action as the University reasonably may request to more fully evidence, protect, record, defend, transfer, or confirm the University's ownership, right, title and interest in the Work Product. The Contractor, or any of its employees, agents, subcontractors or affiliates, shall not publish any work(s) dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, without prior written permission of the University. If such permission is granted, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the published work(s). The Contractor shall use reasonable means to inform the public that the University provides financial support for its operations and services by explicitly stating on publicity materials, stationery, posters, other written materials, and on Contractor's premises, the following: "This program is supported in part (in full) by the Commonwealth of Massachusetts and the University of Massachusetts Medical School. The AHEC center is part of the MassAHEC Network."
17. **Confidentiality/Privacy/Security:** Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality, privacy, and security. In the performance of this Contract, the Contractor may acquire or have access to "personal information" (as defined in Mass. Gen. Laws ch. 93H or other states' breach notification laws), or "protected health information" (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules, 45 CFR Parts 160 and 164), or "personal data" and become a "holder" of such personal data (as defined in Mass. Gen. Laws ch. 66A). Such "personal information," "protected health information," and "personal data" shall be deemed to be "Personal Information." Contractor shall implement administrative, physical and technical safeguards to reasonably and appropriately restrict access and ensure the security, confidentiality, integrity and availability of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. Contractor shall also comply with all measures outlined in the Business Associate Agreement or Data Management Agreement to the extent it is an attachment to this Contract. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality, privacy, and security.
18. **Assignment and Delegation:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
19. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, disability, gender identity or expression, genetic information, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.
20. **Severability:** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
21. **Choice of Law:** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
22. **Forum Selection:** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the University or the Commonwealth arising out of or relating to this Contract, or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

23. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
24. **Indemnification of University:** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.
25. **Risk of Loss:** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
26. **Subject to Available Funds:** Notwithstanding any provision of this Contract to the contrary, if this contract is funded by appropriated or grant funds and if such funds are reduced and as a result are insufficient to support the Contract, the University may terminate the Contract immediately upon Contractor's receipt of notice without liability for damages, penalties or other charges arising from early termination.
27. **Tax Exempt Status:** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
28. **Waivers:** All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
29. **Amendments:** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law. Notwithstanding, the foregoing sentence, the Contractor may make changes to the Budget attached to this Contract without executing an Amendment to this Contract during the term of the Contract, that do not exceed One Thousand Dollars (\$1,000) shift between line items. Contractor must provide University with written notice of said change within thirty (30) days of the change. Changes to the Budget for the term of the Contract that exceed a \$1,000 shift between line items must be submitted to the University as a proposed change and submitted in writing for approval by the University. Any change to the Budget which exceeds 25% of the overall Budget must be made prior to sixty (60) days before the Contract termination date and requires an Amendment be submitted and execute by the Parties prior to implementation. Final invoices must be received twenty (20) days after the Contract termination date.
30. **Entire Agreement:** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

31. Notice. Unless otherwise specified, any notice hereunder shall be in writing addressed to individuals at the address indicated below (name, postal address, phone, email address). The individuals named below shall also be the primary contact persons for any inquiries concerning this Contract:

To the University: Joanne Dombrowski, MassAHEC Network, 333 South Street, Shrewsbury, MA 01545
508-856-4305, joanne.dombrowski@umassmed.edu

To Office of Compliance and Review: 333 South Street, Shrewsbury, MA 01545
Telephone: 508-856-6547; e-mail: Compliance@umassmed.edu

To the Contractor: Helen Caulton Harris, 95 State Street, Springfield, MA 01103
413-797-6736, hcharris@springfieldcityhall.com

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS:
Worcester Campus

CONTRACTOR:
City of Springfield, Department of Health and Human Svcs

Sig: [Signature]
 Signature of individual exercising Budgetary Control

Sig: [Signature]

Name: Linda J. Cragin
 Title: Director, MassAHEC Network

Name: Domenic Sarno
 Title: Mayor, City of Springfield

Sig: [Signature]
 Signature of individual w/contract authority < \$50,000

Name: Charlene Cutroni
 Title: Director of Finance, CWM

Sig: [Signature]
 Signature of individual w/contract authority < \$500,000

Name: Joyce A. Murphy
 Title: Executive Vice Chancellor, CWM

Sig: [Signature]
 Signature of individual w/ contract authority \$500,000 +

Name: Michael E. Collins
 Title: Senior Vice President for Health Science and Chancellor UMMS

Speed Type 123502

Account 757200

Fund 51046

Department ID W400712005

Program C07

Project/Grant

COMMONWEALTH MEDICINE

ATTACHMENT A – SCOPE OF SERVICE/WORK

consisting of 3 pages

Contractor: City of Springfield/Dept. of Health and Human Services

1. Introduction/Purpose

The mission of the Massachusetts Area Health Education Center Network ("MassAHEC") is to advance public health practice and improve access to quality health care for all by promoting health careers and improving the education, supply, and placement of health professionals in underserved and culturally diverse communities of the Commonwealth. The MassAHEC Network is administered by the University of Massachusetts/Worcester and Contractor, as an AHEC Center, is a member of the network.

2. Qualifications of Vendor

Contractor is one of six centers that is part of the MassAHEC Network that sponsors educational programs in its local service area. Contractor shall specifically designate a geographic area or medically underserved population to be served by MassAHEC and comply with the requirements of the AHEC Point of Service Maintenance and Enhancement Award, including working with state and federal workforce systems and federally qualified health centers, supporting field placements for health professions students, providing interdisciplinary training, establishing youth public health programs, collaborating with community-based participatory research and implementing workforce development strategies in response to the needs of the region.

3. Services to Be Provided

- Center Director. The Contractor shall appoint a Center Director acceptable to the University.
- The Center Director (or his/her designee) shall attend all Center Directors' meetings and calls that are scheduled by the University.
- The Center Director shall ensure timely delivery of all reports that are required by the University and be responsive to additional information requests from the University.
- If the appointed center director ceases to serve as the Center Director for any reason, Contractor shall promptly notify University in writing in accordance with Section 31 of the Contract entitled "Notice." If a replacement Center Director who is acceptable in the University's sole discretion cannot be identified by the Contractor within thirty (30) calendar days, University may terminate this Contract in accordance with Section 12B(ii) to the Contract entitled "Termination."
- Site Specific Services
 - Youth into Health Careers:
 - Continue programming for youth of color and/ or other vulnerable youth populations who are interested in health, public health, dental or human service careers as well as public health issues that affect their communities via REACH (Recruitment and Educational Assistance for Careers in Health) component (9-12). The REACH component is an in-school and after-school program that will provide health career exploration activities, adolescent health topics including public health practices, academic enrichment, leadership development and parental engagement that will support a successful academic

and career outcome. Students will be recruited from the public and charter schools as well as youth serving community organizations in the greater Springfield area and a technical high school in Holyoke. In addition, the PV AHEC will continue partnerships with Springfield Technical Community College, School of Health Patient Stimulus, Springfield Public Schools and UMass Amherst School of Public Health and Health Sciences, Western New England University, School of Health Sciences and Pharmacy, Springfield College and American International College.

- The Pioneer Valley AHEC through its REACH component is a chapter of MassAHEC/Health Occupations Students of America (HOSA).
 - The REACH component will partner with Mass in Motion initiative of Springfield Department of Health & Human Services, Gardening in the Community and Springfield Food Policy Council initiatives of Live Well Springfield for a community service learning project.
 - Increase Workforce Development for Adults:
 - Continue to provide professional development and training opportunities for the Community Outreach Workers Network and Training (COWNT) Coalition by conducting bi-monthly basis and provide trainings (identified by members) on a quarterly basis.
 - Sponsorship and coordination of lunch time lecture series for professional development and training for Community Outreach Workers/ and or Community Health Workers in the western region of Massachusetts.
 - Continued affiliation of the Massachusetts Association of Community Health Workers.
 - Continued support and coordination of the Greater Springfield Health Access Legislative and Community Forum Breakfast.
 - Continued partnership with Center for Health Impact, Inc. Outreach Worker Training Institute.
 - Continued partnership with the Western Massachusetts Public Health Training Center/ UMass-Amherst School of Public Health & Health Sciences
 - Implementation of the PV AHEC Strategic Plan.
 - Continued support of integration of services at the Springfield Division of Health & Human Services.
- Deliverables
Contractor shall complete quarterly and annual progress reports and semi-annual and annual performance reports in formats approved by the University. Progress reports shall include details of the objectives, barriers, and data collection and evaluation efforts of work carried out pursuant to this Contract; performance reports shall include statistics including participant data which may include personal identifying information for tracking purposes, program descriptors and other information as required by federal and state funding. Details of data collection shall include statistics, narratives and financial reporting. Quarterly, semi-annual, and annual reports are due to the University within forty-five (45) days after the end of each quarter and ninety (90) days after the end of the year; statistics are due as required by federal reporting timelines.

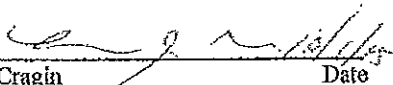
4. Compensation

Contractor shall invoice the University monthly for payment on a reimbursement basis. Invoices are due within thirty (30) calendar days after the end of the billing period and a final accounting and invoice is due no later than twenty (20) calendar days after termination of the Contract. Invoices should be e-mailed to massahecinvoices@umassmed.edu.

The MassAHEC Network Director or designee will review and provide signoff of approval on invoices.
The MassAHEC Network Director or designee will provide oversight for work completed under this contract.

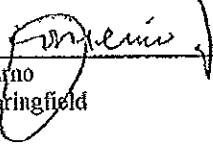
University of Massachusetts/Worcester:

Contractor: City of Springfield, Department of Health and Human Services



Linda J. Cragin
Director, MassAHEC Network

Date



Domenic Sarno
Mayor of Springfield

Date

UNIVERSITY OF MASSACHUSETTS, WORCESTER

ATTACHMENT B TO CONTRACT FOR SERVICES PURCHASED

INSURANCE SCHEDULE
(consisting of two pages)

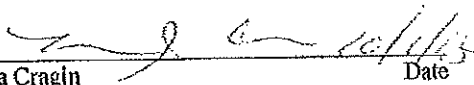
The University of Massachusetts/Worcester ("University") and City of Springfield/Department of Health and Human Services ("Contractor") (collectively the "Parties") agree to the following additional terms and conditions which are hereby incorporated by reference to the Parties' Contract for Services Purchased effective July 1, 2015 ("Contract"):

1. **Forms Of Coverage.** The Contractor shall purchase and maintain at its sole cost and expense throughout the term of the Contract adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance must include but not be limited to the following types and amounts of coverage, as indicated below:
 - a. required x not required
Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering the Contract, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) per aggregate.
 - b. required x not required
Workers' Compensation Insurance, including Employers Liability Insurance, in compliance with applicable federal and state laws.
 - c. required not required x
Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per accident.
 - d. required not required x
Professional Liability Insurance on an occurrence or claims made basis, covering claims made during the policy period and reported within four (4) years of the date of occurrence. Limits of liability must not be less than \$1,000,000.
2. **Acceptable Insurance Carriers.** All insurance maintained by the Contractor pursuant to the Contract shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
3. **University As Beneficiary And Additional Insured.** All insurance maintained by the Contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing. The Contractor shall provide the University, in the manner specified by the section entitled *Notice* in the Contract, written evidence of insurance from the insurer within ten (10) business days prior to the execution of the Contract and annually when the policy is renewed. The Contractor's General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the Contract, shall include or be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. Additional insured status must be evidenced on the certificate of insurance.
4. **Notice Of Coverage Changes.** The Contractor agrees that within ten (10) days after Contractor's receipt from the applicable insurers of notice of cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Contract's

minimum insurance requirements, said Contractor or its designee will send a copy of such notice to the University in the manner specified by the section entitled *Notice* in the Contract. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

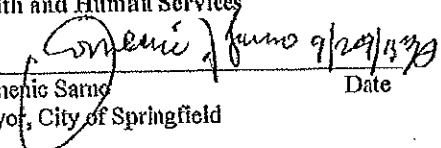
5. **Subcontractors.** The Contractor shall cause its subcontractors to meet the same insurance obligations that are required of the Contractor and set forth herein.
6. **Compliance.** The Contractor's and/or the Contractor's subcontractor's failure to provide or to continue in full force and effect the insurance required herein shall be a material breach of the Contract and may, at the sole determination of the University, result in termination of the Contract for cause.

University of Massachusetts/Worcester:


Liada Cragin
Director, MassAHEC Network

Date

Contractor: City of Springfield/Department of
Health and Human Services


Domenic Sarno
Mayor, City of Springfield

Date

UNIVERSITY OF MASSACHUSETTS, WORCESTER

ATTACHMENT C
DATA MANAGEMENT AGREEMENT
(consisting of five pages)

The University of Massachusetts/Worcester ("University") and City of Springfield/Department of Health and Human Services ("Contractor") (collectively the "Parties") agree to the following:

1. Definitions:

- 1.1 **"Breach"**: shall mean the acquisition, access, use or disclosure of Personal Information in a manner not permitted under this Contract, M.G.L. c. 93H, or other applicable state or federal privacy and security laws.
- 1.2 **"Contract"**: shall mean the Contract as defined in the second paragraph of the Contract for Services Purchased, including this DMA, and any Contract Attachments or Amendments thereto.
- 1.3 **Custodian**: shall mean the individual designated by the Contractor to oversee the Contractor's compliance with this DMA. Contractor designates Helen Caulton Harris as custodian of the Personal Information and shall notify the University within two (2) business days if the custodianship is transferred to another person.
- 1.4 **"Data Management Agreement" ("DMA")**: shall mean satisfactory assurances set forth in this writing between the University and the Contractor that Contractor has in place adequate safeguards to protect the Personal Information created, received, maintained, used, disclosed and transmitted in accordance with the Contract.
- 1.5 **"Data Owner"**: shall mean the owner of the Personal Information.
- 1.6 **"Discovers"**: shall mean the first day on which a use or disclosure of Personal Information not permitted under the Contract, Breach or Security Incident is known to Contractor (including any person, other than the individual committing the Breach, that is an employee, officer, or other agent of Contractor), or should reasonably have been known to Contractor, to have occurred.
- 1.7 **"Personal Information" or "PI"**: shall mean:
 - "personal information" as defined in M.G.L. c. 93H or other applicable states' security breach notification laws;
 - "personal data" as defined in M.G.L. c. 66A; and
 - personally identifiable health information by which an individual can be identified directly by means of name, address, social security number or other identifiers or by reference to publicly available information.

and shall refer to any information in any medium (whether oral, written, or electronic) which the Contractor, creates, receives, maintains, uses, discloses, transmits or is otherwise permitted access to in the performance of its services pursuant to the Contract.
- 1.8 **"Security Incident"**: shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Obligations and Activities of Contractor:

- 2.1 Contractor acknowledges and agrees that it is functioning as the University's subcontractor pursuant to the Contract by performing services which the University is obligated to perform for the Data Owner.
- 2.2 Contractor agrees not to access, create, receive, maintain, use, disclose, or transmit Personal Information other than for the purposes specified in the Contract, as permitted or required by this DMA or applicable state and federal laws. Contractor further agrees that it shall make all reasonable effort to use, or disclose, request, maintain or access no more than the minimum amount of Personal Information permitted under this Contract and DMA than is necessary to perform the services under the Contract.
- 2.3 Contractor agrees to comply with all applicable state and federal laws and regulations relating to the confidentiality, privacy, and security of Personal Information, as well as any applicable state policies,

standards, or rules governing Contractor's use, disclosure, and maintenance of any PI under the Contract. This includes, but is not limited to, 42 CFR Part 2 and, if relevant, Massachusetts law at M.G.L. c. 66A and c. 93H; 201 CMR 17; and Executive Order 504.

- 2.4** Contractor further agrees that it shall comply with all other privacy and security obligations applicable to any PI under the Contract based on the University or the Covered Entity having entered into an agreement with a third party (including, but not limited, to the Social Security Administration or the Massachusetts Department of Revenue) to obtain or access the data. Such agreements may include a written compliance acknowledgment or confidentiality agreement. The Contractor shall comply with other privacy and security obligations required by the third party for access to data from the third party or to any system or database containing any such data or through which such data could be accessed.
- 2.5** Contractor agrees to implement a comprehensive information security program at least as stringent as 201 Code of Massachusetts Regulations 17.00, as amended, including but not limited to:
- 2.5.1** Designating one or more employees to maintain the comprehensive information security program.
 - 2.5.2** Identifying and assessing reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Personal Information, and evaluating and improving, where necessary, the effectiveness of Contractor's current safeguards for limiting such risks, including but not limited to:
 - ongoing training for individuals authorized to access the Personal Information, including but not limited to employees (including temporary and contract employees) (collectively "employees"), officers, independent contractors, and agents (employees, officers, independent contractors, and agents shall collectively be referred to in this DMA as "individuals with access");
 - compliance with policies and procedures by individuals with access; and
 - means for detecting and preventing security system failures.
 - 2.5.3** Developing and implementing security policies applicable to individuals with access, including but not limited to the storage, access and transportation of records containing Personal Information outside of business premises owned or controlled by Contractor, including remote access to Personal Information.
 - 2.5.4** Imposing disciplinary measures, including but not limited to termination of access to Personal Information, for violations of Contractor's comprehensive information security program rules by individuals with access.
 - 2.5.5** Preventing terminated employees or other individuals with access from accessing records containing Personal Information.
 - 2.5.6** Taking reasonable steps to select and retain subcontractors capable of maintaining appropriate security measures to protect Personal Information consistent with this DMA and ensuring that each agent or subcontractor that Contractor engages to create, receive, maintain, use, disclose, or transmit Personal Information under the subcontract agrees in writing to the same restrictions and conditions that apply to Contractor throughout this DMA.
 - 2.5.7** Implementing reasonable restrictions upon physical access to records containing Personal Information, and storage of such records and data in locked facilities, storage areas or containers.
 - 2.5.8** Regular monitoring of Contractor's comprehensive information security program to ensure it is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Personal Information; and upgrading physical, administrative, and technical safeguards as necessary to limit risks.
 - 2.5.9** Reviewing the scope of Contractor's security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Personal Information.

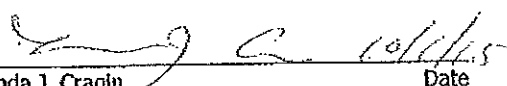
- 2.5.10 Documenting responsive actions taken in connection with any incident involving a Breach or Security Incident, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Personal Information.
- 2.6 Contractor agrees to implement reasonable administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Personal Information that it creates, receives, maintains, uses, discloses, transmits, or otherwise has access to on behalf of the University. Such safeguards shall include at a minimum the following:
 - 2.6.1 Secure user authentication protocols.
 - 2.6.2 Secure access control measures restricting access to records and files with Personal Information to those who need such Information to perform job duties, and then only to the minimum necessary to perform such duties, as well as the assignment of unique identifications and passwords that are designed to maintain the integrity of the security of the access controls.
 - 2.6.3 Encryption of all data-in-motion and data-at-rest meeting standards set forth in <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf> (NIST Special Publication 800-111 entitled "Guide to Encryption Technologies for End-User Devices"), as that document may be amended or updated from time to time.
 - 2.6.4 No storage of Personal Information on portable media or devices that may be transported off Contractor's premises except when copying data onto storage media for secure transport to the University or to Contractor's backup facility, and then only in encrypted format as described in 2.6.3 immediately above.
 - 2.6.5 Continuous monitoring of Contractor's systems for unauthorized use of or access to Personal Information.
 - 2.6.6 Continuous updating of firewall protection and operating system security patches designed to maintain the integrity of the Personal Information.
 - 2.6.7 Updated versions of system security agent software, which shall include malware protection and updated patches and virus definitions, or a version of such software that can still be supported with updated patches and virus definitions, and is set to receive the most current security updates on a regular basis.
 - 2.6.8 Education and training of individuals with access on the proper use of the information security system and the importance of Personal Information security.
 - 2.6.9 No remote access by workforce to the Personal Information, unless pursuant to Contractor's comprehensive written information security plan for such access.
 - 2.6.10 If the University gives the Contractor access to any University or other Data Owner's database, system or information technology resource, Contractor shall comply with all University or other Data Owner's policies, processes and mechanisms established for access. Contractor shall maintain and make available at the request of the University a current list of individuals with access to such database and changes thereto, including but not limited to changes requires a termination or modification of any password, user ID or other access mechanisms.
 - 2.6.11 No hosting or maintaining any Personal Information outside the United States.
- 2.7 Contractor agrees to furnish the University upon request a description of the steps it has taken to protect the security of the Personal Information and will allow authorized representatives of the University access to the premises where the Personal Information is stored or accessed, for purposes of inspecting privacy and security arrangements.
- 2.8 Contractor agrees to document disclosures of Personal Information, as required to provide an accounting of disclosures of Personal Information, only as prescribed by applicable state or federal requirements.
- 2.9 Contractor agrees to verbally report to the University's Privacy Officer by phone (508-856-6547) and in writing by email (Compliance@umassmed.edu), within three (3) business days of when Contractor discovers any Breach, non-permitted use or disclosure of Personal Information, or Security Incident. Notice shall include (i) the date(s) of occurrence of the Breach, non-permitted use or disclosure, or Security

Incident; (ii) nature of such incident(s); (iii) date of Discovery of such Incident(s); (iv) nature and extent of Personal Information Involved; (v) nature of unauthorized persons who received Personal Information; (vi) the number of Individuals Involved; (vii) the harmful effects of the Incident known to the Contractor and steps Contractor has taken or plans to take to mitigate risk of harm from such Incident(s); and (viii) any other information necessary to complete a risk assessment. When despite all reasonable efforts by Contractor to timely obtain the information required for such notice, circumstances beyond the control of the Contractor necessitate additional time, the Contractor shall provide the above information to the University as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date on which it Discovers the Breach, non-permitted use or disclosure, or Security Incident; provided that Contractor shall provide verbal notice of the Breach, non-permitted use or disclosure or Security Incident and all information then available within three (3) business days of Discovery of the Incident and the additional information as soon thereafter as it is available.

- 2.9.1 Contractor agrees to retrieve, to the extent possible, any Personal Information used or disclosed in the non-permitted manner; mitigate to the extent possible, the risk to the Personal Information resulting from the non-permitted use or disclosure; and take any further action required by any applicable state or federal law concerning the privacy and security of the Personal Information.
- 2.9.2 Contractor agrees to cooperate and provide access to information necessary for the University and the Contractor to determine the scope of the unauthorized use, disclosure or Security Incident and to fulfill any mitigation or notification obligation. If the Data Owner or University determines that Contractor's breach triggers individual notification, Contractor agrees to assist the University. Contractor further agrees to comply with its obligations under M.G.L. c. 93H and other state and federal security breach statutes, as applicable, but in no case shall Contractor provide notice directly to individuals, any applicable government agency, or any media outlets.
- 2.9.3 Contractor agrees to reimburse University for reasonable costs incurred associated with notification and mitigation, to the extent that such costs are due to Contractor's: (a) failure to meet its responsibilities under, or in violation of, any provision of this DMA or the Contract; (b) violation of law; (c) negligence; and (d) any activity or omission of its employees, agents, other individuals with access, or subcontractors resulting in or contributing to an incident triggering such notice or mitigation.
- 2.10 Contractor agrees to ensure that each agent or subcontractor that it may engage on its behalf that will have access to Personal Information received from, or created or received by the Contractor pursuant to this Contract, agrees in writing to the same restrictions and conditions that apply through this DMA to the Contractor. Contractor is solely responsible for its agents' and subcontractors' compliance with this and all other provisions in this DMA and shall not be relieved of any obligation because the PI was in the possession of its agents or subcontractors.
- 2.11 Contractor agrees to report to the University's Privacy Officer, by phone and in writing by email, as described in 2.9 above, within two (2) business days of receipt, any instance where an individual or an individual's legal representative makes a request of either Contractor or a subcontractor or agent of Contractor: (a) for a copy of the Personal Information pertaining to that individual; (b) that the Personal Information be disclosed to a third party; (c) that the Personal Information be amended or (d) for a list of disclosures made by Contractor of the Personal Information pertaining to that individual. The Contractor shall respond as directed by the University.
- 2.12 Contractor agrees to report to the University Privacy Officer, by phone and in writing by email, as described in 2.9 above, any instance in which the Personal Information is subpoenaed or becomes the subject of a court or administrative order or other legal process, whether or not the Personal Information is in Contractor's physical custody. In no event shall the Contractor's reporting obligations under this paragraph be delayed beyond the return date in the subpoena or legal process, or two (2) business days from obtaining such request for data, whichever is shorter. Contractor shall not respond to such legal process unless so authorized by the University and in accordance with applicable state or federal law requirements.
- 2.13 Contractor acknowledges that it has no ownership rights in the Personal Information or in any data derived or extracted from the Personal Information.
- 2.14 Upon termination or expiration of the Contract or as otherwise applicable, Contractor shall properly dispose of all Personal Information as follows, or as otherwise instructed in writing by the University:

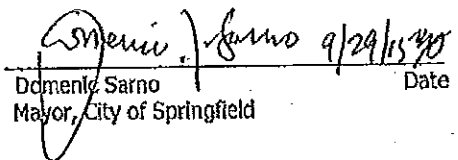
- 2.14.1 Paper documents containing Personal Information shall be either redacted, burned, pulverized or shredded so that personal data cannot practicably be read or reconstructed;
- 2.14.2 Electronic media and other non-paper media containing Personal Information shall be destroyed or erased so that Personal Information cannot practicably be read or reconstructed meeting standards set forth in http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with_errata.pdf (NIST Special Publication 800-88 entitled "Guidelines for Media Sanitization"), as that document may be amended or updated from time to time; and
- 2.14.3 Contractor shall attest in writing to the University within thirty (30) days of the termination or expiration of the Contract that all the Personal Information was returned or destroyed in compliance with the above-listed requirements, including a description of the steps taken.

University of Massachusetts/Worcester:


Linda J. Cragin
Director, MassAHEC Network

Date

Contractor: City of Springfield/
Department of Health and Human Services


Domenic Sarno
Mayor, City of Springfield

Date

Attachment D
consisting of 1 page
City of Springfield, Dept. of Health and Human Services

BUDGET FY16

Personnel/Salary

Name	Position	FTE	# Weeks	Weekly Salary	Amount
Evans, Brenda	Prog. Director	1.00	41	1023.25	\$ 41,953.25
					\$ -
					\$ -
					\$ -
Total Salary					\$ 41,953.25

Fringe Rate %
Fringe 25% \$ 10,488.31

Total Salary and Fringe \$ 52,441.56

Other Direct Costs (list)

Consultants (itemize)

	\$ -
--	------

Equipment (itemize)

	\$ -
	\$ -

Contracts & Coalitions (itemize)

	\$ -
	\$ -

Program Costs	\$ 2,400.00
Supplies	
Printing	
Education Supplies	
Staff Travel (mileage, tools, parking, ground transportation)	\$ 1,258.44
Other Expenses	\$ -

Preceptor/Student Support

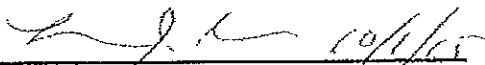
	\$ -
	\$ -
	\$ -
Total Other Direct Costs	\$ 3,658.44

Indirect Rate %
Indirect 6.9520% \$ 3,900.00

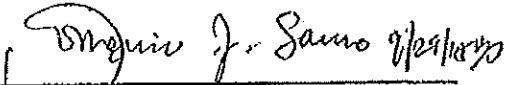
Total Costs \$ 60,000.00

University of Massachusetts/Worcester

Contractor: City of Springfield, Dept. of
Health and Human Services


Linda J. Cragin
Director, MassAHEC Network

Date


Domenic J. Sarno
Mayor of Springfield

Date

Cm160110Add 10/2

COMMONWEALTH MEDICINE
ATTACHMENT E
AMENDMENT No. 1
 (consisting of one page)

COPY

W1700.354745 Ld 10/21/15

This Amendment No. 1 made this first day of July 2015 by and between the University of Massachusetts, Worcester (the "University") and City of Springfield/Department of Health and Human Services (the "Contractor") (collectively the "Parties") amends the Contract for Services Purchased Terms and Conditions (the "Contract") made and simultaneously entered into by the Parties on July 1, 2015.

WHEREAS, the Parties wish to amend certain provisions of the Contract; and

WHEREAS, Section 29 of the Contract entitled "Amendments," allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The following paragraph "G" shall be inserted into Section 6 of the Contract entitled "Payment."

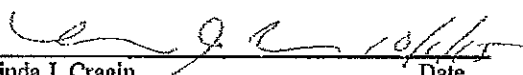
"G The Contractor shall not have any claim against or seek payment from the Massachusetts Executive Office of Health and Human Services ("EOHHS"), but shall look solely to the University for payment with respect to any activities performed under the Contract. Furthermore, the Contractor shall not maintain any action at law or in equity against EOHHS to collect any sums that are owed by the University under the Contract for any reason, even in the event that the University fails to make payment under or otherwise breaches the terms and conditions of the Contract."

The Parties hereto acknowledge and agree that, except as specifically amended by the terms of this Amendment No. 1, all the terms, covenants and provisions of the Contract are hereby ratified and confirmed and shall remain in full force and effect throughout the balance of the term of the Contract. From and after the date hereof, all references in the Contract to "the Contract" or "this Contract" shall mean and be the Contract as affected by this Amendment No. 1.

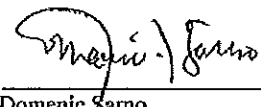
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives on the date and year first above written.

University of Massachusetts/Worcester:

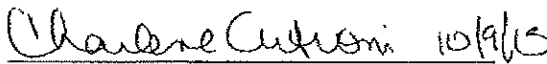
Contractor: City of Springfield/
Department of Health and Human Services


Linda J. Cragin
Director, MassAHEC Network

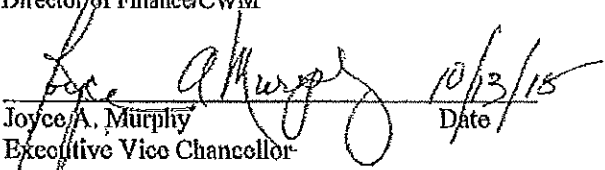
Date


Domenic Sarno
Mayor, City of Springfield

Date


Charlene Cutroni
Director of Finance/CWM

Date


Joyce A. Murphy
Executive Vice Chancellor

Date



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3257

3.10

Department of Public Works RDP Grant - \$56,000 (Mayor Sarno)

WHEREAS, the Department of Public Works (Department) has been awarded a Recycling Dividend Program grant of \$56,000.00 from the Massachusetts Department of Environmental Protection (MassDEP); and

WHEREAS, the grant will be used to improve City recycling and waste reduction programs and policies; and

WHEREAS, the Department intends to use the grant funds to purchase recycling bins and or related items; and

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

WHEREAS, the Acting 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:

MassDEP Recycling Dividend Program - \$56,000.00

**RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE City of Springfield ("Municipality")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP") and Small Scale Initiatives grant. The Municipality has earned a payment of \$56,000.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. RDP provides an incentive for municipalities with poor recycling programs to do better by implementing best practices and it rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Service Agreement #EQEP02C/D/E.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract.

6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and *Appendix A – Criteria Performance Standards* describe in detail the conditions for earning points.

Trash Households Served	Value of Each Point
2,000 - 4,999	\$400
7,500 - 9,499	\$1,000
12,500 - 16,999	\$2,500
25,000 - 31,999	\$3,500
55,000 +	\$10,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 10, 2015 and that these programs fully meet the performance standard set forth in *Attachment A – Criteria Performance Standards*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality's payment was calculated.
8. Use of Funds:
RDP Payments shall be expended on approved equipment and activities, listed below, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project.

Approved Equipment and Activities:

- Compost bins and kitchen scrap buckets.
- Carts for curbside collection of organics.
- Containers to support drop-off organics program.
- Collection and disposal costs for a town-wide organics program.
- Program development costs for a new organics diversion program.
- Recycling carts and recycling bins.
- Public space and outdoor event recycling containers.
- Roll-off containers, compactors and balers for the collection of materials to be recycled. This includes replacement of existing equipment.
- Additional household hazardous waste collection event.
- New dedicated Enforcement Coordinator. Must spend a minimum of 19 hours per week on enforcement. Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance.
- Equipment to support the collection and recycling of hard to recycle materials.
- Establishing and/or maintaining a municipally operated swap shop.
- Waste reduction and/or recycling outreach and education materials.

- Costs associated with implementing or maintaining a Pay-As-You-Throw (PAYT) program. Examples include bags and stickers, promotion/outreach about the PAYT program, additional staffing needs during start-up phase, and pre-approved transfer station improvements to facilitate PAYT.
- Funds to enhance school recycling and composting programs including:
 - Stipends for school recycling coordinator or teacher who commits to coordinating the school-wide recycling program
 - Funding for district-wide school recycling coordinator
 - Equipment to support source reduction, recycling and organics diversion programs at schools, including dish washing equipment, durable trays and silverware, compostable trays (only if food waste from the cafeteria is composted)
 - Collection and composting costs for a school food waste diversion program
 - Source reduction including reusable trays for cafeterias, small compostable cups, reusable bags, reusable water bottles.
- Environmentally Preferred Products including purchases from state contract FAC85 and rain barrels.
 - For more information on FAC85 visit: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/green-products-and-serv/specific-epp-statewide-contracts/green-cleaning-products.html>.
 - From the Approved Green Products list, the following categories are eligible uses for grant funds: All Purpose Cleaning Products, Carpet Cleaning Products, Dilution Systems, Disinfectants & Other Sanitizers, Floor Cleaner/Stripper/Polish, Glass Cleaners, Hand Soap & Dispensers, Low Impact Innovation Tech, Restroom Cleaner & Products, Degreasers, Enzymatic Cleaning Product, Hand Sanitizers, and Urinal Products.
- School chemical cleanouts.
- Other expenses as approved in writing by MassDEP in advance of the expense.

RDP funds shall *not* be used to pay for hauling, disposal, or administrative costs of an existing solid waste and recycling program.

9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. **Reporting:** By February 15th of each year, for the duration of the Contract, the Municipality shall submit the Recycling and Solid Waste survey and the Recycling Dividends Program Annual Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements may jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:

(Value of each point) x (Total RDP Points) + (Small Scale payment amount)

a. Solid Waste Program	0
b. Organics	0
c. Bulky Items	2
d. Yard Waste	2
e. Mandatory Recycling	3
f. Household Hazardous Waste	2
g. <u>Center for Hard to Recycle Materials</u>	<u>0</u>
TOTAL RDP POINTS	9

VALUE OF EACH POINT \$6,000

RDP PAYMENT AMOUNT \$54,000

SMALL-SCALE PAYMENT AMOUNT \$2,000

TOTAL GRANT PAYMENT AMOUNT \$56,000

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____

Greg Cooper, Division Director
Bureau of Air and Waste
Department of Environmental Protection

10/8/15
(Date)

City of Springfield

By: _____

Christopher M. Cignoli
(Signature and Title)

CHRISTOPHER M CIGNOLI - DPW DIR.
(Print Name)

10-5-15
(Date)



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3250

3.11

Curiosity Creates Grant Acceptance - No Match Required \$7,500 (Mayor Sarno)

WHEREAS, the Springfield Library Department has been awarded a Curiosity Creates Grant of \$7,500.00 from the Association for Library Service to Children/ALA and

WHEREAS, the purpose of the grant is to promote exploration and discovery for children ages 6 to 14.

WHEREAS, the Department intends to use the grant to fund the Rock the Stacks! program, a six-week community-based after school music arts program hosted by the Springfield Public Library and the Community Music School of Springfield

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:

Curiosity Creates Grant Acceptance - No Match Required \$7,500



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/14/15

Department Requesting Grant Setup Library

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

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

Was this Grant previously setup for a prior fiscal year? NO
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

X Private/Other – Association for Library Service to Children/ALA

Grant Name: Curiosity Creates

Total Grant Amount Awarded: \$7,500

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 10/5/15

Board Approval Date

Start Date 10/15/15

Expiration Date 6/1/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

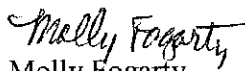
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 501000 530105 551700 571100 551300 524020 531040

Budget Roll-Up Codes: YES

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


____Molly Fogarty____
Signature

____10/14/2015____
Date

Please attach the following documents:

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

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



\$7,500.-

Welcome and Congratulations

On behalf of the Association for Library Service to Children (ALSC), a division of the American Library Association, we are thrilled to welcome you as a recipient of the Curiosity Creates grant, made possible by a generous donation from Disney.

Enclosed is a welcome packet of materials and resources to help you successfully implement your grant programs. Digital copies of documents are attached to this email. **Please respond to this email to let me know you have successfully received the welcome packet and attached documents.**

Accepting the Grant

In order to accept this grant you will need to complete the online Curiosity Creates Grant Confirmation AND the attached Memorandum of Understanding (MOU). Both the form and the completed MOU must be returned to ALSC by **October 15, 2015**.

Once the confirmation form and MOU are received, your library will be mailed the grant funds for your program, please allow 2 to 4 weeks to receive these funds. Your library will receive the total amount requested in the budget section of your grant application.

Grant Management Materials

Important Dates and Deadlines – Important dates and deadlines throughout the grant cycle.

Evaluation Follow Up – Throughout the grant cycle, libraries may be contacted by our external evaluator for this grant, Paula Holmes. Included in this document are questions that she may ask during her call/visit. For your preparation, this information may also be included in the final report.

Photo Release Form – Throughout the grant cycle, ALSC will select and visit libraries to include as examples in a compilation of best practices in creativity programming. If your library is highlighted in video or photographs, we will require all participants pictured to submit a photo release form. This form will also be required of anyone images shared by ALSC through our social media channels. Feel free to add your library's own information onto this form for your use as well. This form is included for your reference. You may have participants complete this form at your own discretion, with the understanding that any photos/videos used by ALSC will require a photo release.

Questions

If you have any questions, comments or concerns thorough the Curiosity Creates grant cycle please feel free to contact Angela Hubbard, ALSC Program Officer for Projects and Partnerships. Angela can be reached by phone at (312) 280-1398, by email (ahubbard@ala.org), or by fax at (312) 280-5271.



Memorandum of Understanding 2015 Curiosity Creates Grant

Section IV: Execution of Agreement

October 5, 2015

This signed "Memorandum of Understanding" confirms that the undersigned authorized representative(s) of Springfield City library will, in good faith, complete the proposed project as described in the accepted grant proposal to the best of their ability.

In addition, the undersigned authorized library representative(s) agrees to fulfill and complete all "required activities" in a timely manner, per the guidelines stated in "Section I: Project Timeline," "Section II: Reporting Requirements," and "Section III: Required Activities."

If Springfield City library fails to complete the accepted grant proposal or to complete all of the required activities outlined in Section I, II, and III they will forfeit all funds (up to \$7,500) granted to them from ALSC and all distributed funds will be returned to ALSC.

Deviations from the proposal must be submitted in writing and approved by Angela Hubbard, ALSC Program Officer.

ALSC must receive this "Memorandum of Understanding" (MOU) with two signatures (library and project coordinator) by close of business **Thursday, October 15, 2015**. Please upload, email or fax the MOU Angela Hubbard in the ALSC office. Keep a signed copy for your files.

Upon receipt of the signed MOU your library will receive a one-time payment of the amount requested in your grant proposal (up to \$7,500). These funds must be spent on Curiosity Creates costs in full by June 1, 2016.

Payable to:

Springfield City Library

Library/Fiscal Agent:

Springfield City Library

Address:

220 State St.

City, State and Zip code:

Springfield, MA 01103

Library Name:

Springfield City Library

Library Director:

Molly Fogarty

Phone:

413-263-6828 x290

Email:

mfogarty@springfieldlibrary.org

Signature:

Molly Fogarty

Date:

10/9/15

Project Coordinator:

Edward McCoy

Phone:

413-263-6853

Email:

Signature:

[Signature]

Date:

10-9-15

2

Association for Library Service to Children—a division of the American Library Association

50 East Huron St. • Chicago, IL 60611 • 2795 USA • 800-545-2433, ext. 2163 • Fax: 312-280-5271 • TDD: 312-944-7298 • email:

alsc@ala.org • www.ala.org/alsc



Memorandum of Understanding 2015 Curiosity Creates Grant

Instructions to Library: Please review the *Project Timeline*, *Reporting Requirements*, and *Required Activities*. Then, complete/sign the "Execution of Agreement" on page two (2) of this document. This Memorandum of Understanding (MOU) is an agreement between the Association for Library Service to Children and the signed library who will act as Project Manager of the received funds. In the event that the library uses a Friends of the Library group to serve as a fiscal agent for receipt and distribution of grant funds, the Project Manager of the signed library remains responsible for the completion of grant activities and communication with ALSC, while the fiscal agent accepts responsibility for the distribution and use of grant funds received.

This completed form should be uploaded through the online Curiosity Creates Grant Confirmation Form. It can also be emailed or faxed to Angela Hubbard, ALSC Program Officer, at ahubbard@ala.org or (312) 280-5271 by October 15, 2015.

Section I: Project Timeline, October 1, 2015 through May 31, 2016

- Funds will be distributed as soon as ALSC receives your completed MOU, please allow 2-4 weeks to receive funds from ALA.
- Between **October 1, 2015 and May 31, 2016** all Curiosity Creates grant-funded programming activities will be completed and all funds will be allocated.
- Project final report is due to ALSC on **June 3, 2016**

Section II: Reporting Requirements:

- Each library is required to submit a final report.
- All reports must be submitted online.
- Final report form will be due **June 3, 2016**:
- Each awarded library is also required to work with and respond to ALSC staff and/or contractors in a timely manner to provide information and details about their program to be included in the compilation of a best practices publication and digital resource.

Section III: Required Activities

- Conduct one or more Curiosity Creates program(s) serving 6 -14 year olds and incorporating one or more of the seven critical components of creativity, as outlined by the Center for Childhood Creativity
- Communicate in a timely manner with ALSC staff and Paula Holmes, external evaluator for the grant to document progress and best practices
- Complete final report and submit to ALSC by assigned date.



Curiosity Creates Grant Important Dates and Deadlines

Application period	August 17 – September 25, 2015
Notification of successful Applicants	October 1-5, 2015
Grant MOU due to ALSC office	October 15, 2015
Online confirmation form due to ALSC office	October 15, 2015
Grant implementation	October 1, 2015 – May 31, 2016
Library Visits	November 2015 – May 2016
<i>Selected libraries will be visited by Paula Holmes, external evaluator, for documentation of best practices.</i>	
Final report due to ALSC	June 3, 2016
<i>*All grant related funds must be spent prior to June 1, 2016</i>	

ALA Midwinter Meeting

*Are you planning on attending the **ALA Midwinter Meeting** in Boston, January 8-12, 2016? Join us for a News You Can Use Session: **Research and Best Practices in Creativity Programming for Children**. Participate in a panel discussion including Erica Fortescue, Associate Director of the Center for Childhood Creativity, and selected Curiosity Creates grant recipients.*



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3255

3.12

AHEC MYAT Mini Grant Acceptance - No Match Required \$2,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department") has been awarded a Mini-Grant of \$2,000.00 from Health Resources in Action; and

WHEREAS, the grants purpose is to aid in the banning of the sale of tobacco products in pharmacies; and

WHEREAS, the Department intends to use the grant funds to participate in the promotion of the initiative to ban tobacco sales in pharmacies, working in cooperation with Massachusetts Tobacco Control Program; 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 Acting 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:

AHEC MYAT Mini Grant Acceptance - No Match Required \$2,000



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 11/3/2015

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 18515

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

XX Private/Other

Grant Name: Was - AHEC MYAT – Now -The 84 Mini Grant (Name Changed)

Total Grant Amount Awarded: \$ 2000.00

Is this a Reimbursable Grant?

(Y/N) NO

Check sent : Health Resources in Action # 68266

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	Health Resources In Action
Contact Person	Carly K. Caminiti, Proj Mgr
Street Address	95 Berkeley Street
City, State, Zip Code	Boston, MA 02116
Telephone	617-279-2240
Fax	617-451-0062
E-Mail	

Actual Award Date

Board Approval Date

Start Date 7/1/2015

Expiration Date 6/30/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Mini grant to conduct Local Policy Project

Comments re: Conditions/Restrictions of Grant

See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Check Included

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

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

the
8ighty
4our ⇒ THE84.ORG

Kendel Jester
Springfield REACH Program
1145 Main St., Suite 208
Springfield, MA 01103

October 8, 2015

Dear Kendel,

CONGRATULATIONS! We have decided to award Springfield REACH Program with a \$2,000 mini-grant to conduct a Local Policy Project!

As a reminder, Local Policy Project mini-grantees are responsible for the following deliverables:

- Work with your funded local MTCP program to determine what local policies they will be promoting this upcoming year and where youth can support these efforts (to find an MTCP funded program in your area, go to <http://the84.org/mini-grant-applications-are-open/>).
- Outline a work plan, conduct community assessments (if applicable), present data to stakeholders, testify at hearings and obtain letters of support, and work with an MTCP funded program on a media piece (i.e. letter to the editor, article, blog, etc.).
- Attend the Kick Butts Day event at the State House on March 16, 2016.
- Attend all required meetings and trainings for The 84.
- Work in close collaboration with your local MTCP program.

We are excited to talk with you about getting your project off the ground! *Please provide three dates and times between October 19th and 23rd to have a phone conversation about your project.* After this conversation, we will require you to submit any necessary content and budget revisions to your work plan before you start your project.

We ask that you keep open lines of communication with The 84 Staff when issues arise with your project. Please contact me if you have any questions or concerns.

We look forward to working with you!

Sincerely,



Carly K. Caminiti
Project Manager
ccaminiti@hria.org
Health Resources in Action, Inc.
The 84
95 Berkeley Street
Boston, MA 02116
P: 617.279.2240, ext 307
F: 617.451.0062
<http://www.hria.org>

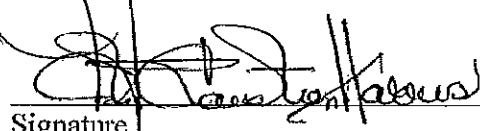
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 29955200

Object Codes: 530105 / 551700

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

11/3/2015
Date

Please attach the following documents:

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

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



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3244

3.13

LISC Grant - No Match Required - \$1,700.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded an " LISC Grant" of \$1,700.00 from the Local Initiatives Support Corporation; and

WHEREAS, the grant is being funded from monies that the LISC will receive from the U.S. Department of Justice: and

WHEREAS, the Department intends to use the grant funds to pay for travel and/or conference expenses related to the local Byrne Criminal Justice Innovation Program; 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:

LISC Grant - \$1,700.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	10/16/2016
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: no

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

Grant Type:

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

X

Grant Name: LISC

Total Grant Amount Awarded: \$ 1,700.00

Attachment: LISC Grant Award Letter & Set-Up Form (3244 : LISC Grant - No Match Required - \$1,700.00)

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

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

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

Grantor is already in the customer file:

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

Actual Award Date 10/15/2015

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type
 Percent
 Amount

Comments re: Description/Purpose of Grant

Travel and/or conference expenses related to the local Byrne Criminal Justice Innovation Program

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) quarterly

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

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

Attachment: LISC Grant Award Letter & Set-Up Form (3244 : LISC Grant - No Match Required - \$1,700.00)

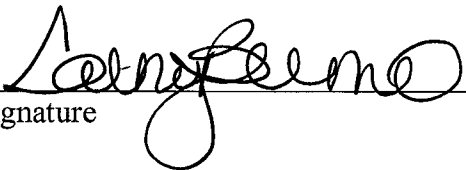
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 572100,531020

Budget Roll-Up Codes:

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


Signature

10-16-15
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.

Attachment: LISC Grant Award Letter & Set-Up Form (3244 : LISC Grant - No Match Required - \$1,700.00)



October 15, 2015

Kelvin Molina, Senior Program Officer
City of Springfield
1600 E. Columbus Avenue
Springfield, MA 01103 - 1614
kmolina@springfieldcityhall.com

Re: LISC P.A. Number: #46798-0002

Dear Mr. Molina:

I am pleased to inform you that Local Initiatives Support Corporation ("LISC") has approved a grant in the amount of **\$1,700**(the "Grant") to City of Springfield (the "Grantee"), the proceeds of which shall be used for the purposes set forth in Section 1, below. **Note that one original of this letter agreement must be countersigned by the Grantee and returned to LISC within one month from the date of this grant agreement, in accordance with Section 27, below (the "Grant Agreement").**

The LISC Grant is being funded from "BCJI FY 2014 Training and Technical Assistance Supplement" monies that LISC will receive from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("DOJ"). These funds, commonly known as "DOJ BCJI FY 2014 Funds", are to be provided to LISC pursuant to a certain contract between LISC and DOJ (the "DOJ BCJI FY 2014 Contract") (DOJ Award Number: 2012-AJ-BX-K046). The DOJ BCJI FY 2014 Funds are being provided under Catalog of Federal Domestic Assistance Number 16.595.

The DOJ BCJI FY 2014 Contract and applicable regulations pertaining to the use of DOJ BCJI FY 2014 Funds provided to LISC thereunder, impose certain requirements on LISC and all recipients of DOJ BCJI FY 2014 Funds from LISC. This Grant Agreement, **Exhibit A** ("Grant Budget"), **Exhibit B** ("Grantee Special Conditions for the DOJ BCJI FY 2014 Contract"), **Attachment 1** ("Certification Regarding Debarment, Suspension And Other Responsibility Matters Primarily Covered Transactions"), **Attachment 2** ("Certification Regarding Lobbying"), **Attachment 3** ("Certification Regarding Drug-Free Workplace Requirements"), **Attachment 4** ("Certification Regarding Data Universal Numbering System (DUNS) Number and Registration in the System for Award Management (SAM)"), **Attachment 5** ("Certification Regarding the United States Patriot Act"), and **Attachment 6** ("Non-Discrimination Certification") to this Grant Agreement, specifically attached hereto and made a part hereof, contain certain of those requirements.

DOJ BCJI FY 2014 Grant (CSI)

Attachment: LISC Grant Award Letter & Set-Up Form (3244 : LISC Grant - No Match Required - \$1,700.00)

- (i) Satisfy all reporting requirements as prescribed in this LISC Grant Agreement for the DOJ BCJI FY 2014 Funds, attached hereto and incorporated herein;
- (ii) Retain all records and supporting documentation – e.g. receipts, bank statements, petty cash records – related to activity reflected in the Financial Status Report and in the Quarterly Progress Report. LISC staff shall have the authority to inspect these records upon reasonable notice to the Grantee; and
- (iii) Receipt by LISC Contact of the following documents:
 - *Financial Status Report* on, no later than thirty (30) days from the date of the peer learning trip or conference;
 - *Narrative Report* on the trip or conference, no later than thirty (30) days after it took place;

Funds will be disbursed on a reimbursement basis through expenditure reports. The Grantee will maintain copies of all backup documentation, such as receipts, flight confirmations, proof of travel (e.g. boarding tickets), proof of attendance, etc. of these expenditures and will provide them to LISC upon request.

- (6) **Funds Not Disbursed to the Grantee Prior to Expiration Date.** Any Grant funds not disbursed to the Grantee by the Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for disbursement to the Grantee; provided, however, that if the Expiration Date is extended pursuant to Section 23 of this Grant Agreement, then the funds shall remain available for disbursement until the new Expiration Date.
- (7) **Return of Grant Proceeds to LISC.** The Grantee will return to LISC any Grant funds it has not expended by the Expiration Date, unless such Expiration Date has been extended pursuant to Section 23 of this LISC Grant Agreement, in which case the Grantee will return to LISC any Grant funds it has not expended by the new Expiration Date.
- (8) **Reports to LISC.** The Grantee shall furnish to LISC at its New York City address (*attn: Ashley Jackson, Assistant Program Officer*) the following reports, signed by an appropriate officer of the Grantee having knowledge and authority:
 - (a) **Narrative Report.** Within thirty (30) days after the peer learning trip or conference, the Grantee will submit a narrative report on participants, activities and lessons from the trip.
 - (b) **Financial Status Report.** Within thirty (30) days after the peer learning trip or conference, a financial status report, describing the costs paid with Grant proceeds disbursed to the Grantee during the term of the Grant.
- (9) **No Disbursement if Non-Compliance.** LISC shall not make any disbursement of the Grant unless on the proposed date of disbursement the Grantee is in full compliance with

all the terms and conditions of this Agreement. In addition, LISC shall not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

(10) No Disbursement if Default Exists, or Material Adverse Change Has Occurred.

LISC shall not make any disbursement of the Grant if, at the time of the proposed disbursement, the Grantee, or any subsidiary of the Grantee, or any partnership affiliated with the Grantee, is in default under the terms of any LISC financing, whether for the purpose of the Grant or provided by LISC for any other project or purpose. In addition, LISC shall not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of the Grantee or in the purpose of the Grant, including, but not limited to, any adverse change in the Grantee's key personnel (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

(11) Suspension and Termination.

Termination for Cause. If for any reason the Grantee shall fail to fulfill in a timely and proper manner its obligations under this LISC Grant Agreement, or if the Grantee shall violate any of the terms and conditions contained in this LISC Grant Agreement, LISC shall provide the Grantee with written notice specifying the exact nature of such failure or violation. Thereafter, the Grantee has thirty (30) calendar days to remedy the failure or violation. In the event the Grantee does not remedy the failure or violation within the thirty (30) day calendar period, LISC then has the right to terminate this LISC Grant Agreement or suspend any disbursements in whole or in part by giving written notice to the Grantee of such termination or suspension of any disbursements and specify the date thereof, at least five (5) business days before the effective date of termination or suspension.

Termination for Convenience. At any time during this LISC Grant Agreement, LISC may at its option and for any reason, terminate this LISC Grant Agreement upon thirty (30) business days written notice to the Grantee.

Upon termination for either cause or convenience, the Grantee may be entitled to reimbursement for any expenses incurred in connection with the use of funds described in this LISC Grant Agreement up to the time of such termination, provided such expenses are allowable under the requirements of this LISC Grant Agreement and the Grantee provides LISC with the appropriate documentation as described herein.

In the event the DOJ BCJI BY 2014 Contract is suspended or terminated, this LISC Grant Agreement shall be suspended or terminated effective on the date any notification from the DOJ specifies as the suspension or termination date. In the event the DOJ BCJI FY 2014 Contract expires and the DOJ does not extend the DOJ BCJI FY 2014 Contract, LISC may in its sole discretion terminate this LISC Grant Agreement.

- (12) **Independent Contractor.** In performing the services and/or utilizing the Grant funds described herein, the Grantee shall be deemed to be an independent contractor and not an employee of LISC. Any and all employees of the Grantee (including any subgrantees, subcontractors or subgrantees engaged by the Grantee), while engaged in the performance of any work or services required by LISC under this LISC Grant Agreement, shall not be considered employees of LISC. The Grantee will be solely responsible for payment of all compensation owed to its own personnel and any subcontractors or subgrantees engaged by the Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by the Grantee.
- (13) **Recordkeeping Requirements.** The Grantee shall keep records and report in sufficient detail to LISC, on all use of the Grant funds so as to enable LISC to meet all of its reporting and monitoring obligations under the DOJ BCJI FY 2014 Contract, and all other State and Federal reporting and monitoring obligations. The Grantee must maintain financial records, supporting documents and all other records pertinent to the expenditure of proceeds of the DOJ BCJI FY 2014 Funds for a period of three (3) years after the expiration or termination of this LISC Grant Agreement or until any final audit has been completed, whichever is later. During this period, the Grantee must have effective control over and accountability for all proceeds of the DOJ BCJI FY 2014 Funds, property and assets acquired with the proceeds of the DOJ BCJI FY 2014 Funds. The Grantee shall provide LISC with any required documentation or reports in connection with the activities described herein and/or the DOJ BCJI FY 2014 Funds expended hereunder.
- All records shall be accessible to LISC at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this LISC Grant Agreement. If LISC desires to audit the Grantee's books, it may do so and may, at its discretion, retain an independent certified public accountant (CPA) to audit the Grantee's books to determine whether there is compliance with this LISC Grant Agreement, the DOJ BCJI FY 2014 Contract, and with federal, state and local laws and regulations.
- (14) **Indemnification.** The Grantee agrees to defend, indemnify and hold harmless LISC, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of LISC from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to the Grantee's performance or breach of this LISC Grant Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with this LISC Grant Agreement. The Grantee agrees to provide LISC with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this LISC Grant Agreement may be made.
- (15) **Restrictions on Use of the Grant.** Under Sections 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome

of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By signing this Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in its Articles of Incorporation and Application For Recognition of Exemption to the IRS), and (iii) promptly reimburse LISC any Grant amounts not used to further charitable purposes.

- (16) **Compliance with Anti-Discrimination Rules.** In its use of Grant funds provided by LISC, and in its development, marketing and operation, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.
- (17) **Tax-Exempt Status. Tax-Exempt Status.** Borrower represents that it is an organization described in Sections 509(a)(1), 170(b)(1)(A)(vi), and 170(c)(2) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and is exempt from taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code.
- (18) **Review of Operations.** LISC may monitor and conduct an evaluation of activities funded by the Grant. Such evaluation may include a visit from LISC personnel to observe the activities funded by the Grant, to discuss said activities with the Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant. In addition, upon LISC's providing of reasonable advance notice, the LISC Contact shall be permitted to attend at least one Board meeting of the Grantee a year.
- (19) **Publicity.** The Grantee agrees that LISC may include information regarding the Grant and the purpose of the Grant in its periodic public reports. The Grantee shall also make best efforts to provide LISC with reasonable advance notice of any groundbreaking or ribbon-cutting events for the purpose of the Grant. LISC may refer to the Grant in press releases, and asks that until such a press release is issued, the Grantee not make any public announcement relating to the Grant without first consulting the LISC Contact. A copy of all issued press releases shall be promptly sent to such contact person.
- (20) **Not Excluded from Federal Programs.** By signing this Grant Agreement and **Attachment 1** hereto, the Grantee is certifying that neither it, nor any employee whose salary is funded from, nor any contractor whose fees are to be paid from the proceeds of this Grant are included on the Federal Government's "Excluded Parties List System" ("EPLS"), and that Grantee agrees to notify LISC if any change in this status occurs during the term of this Grant Agreement. Information on the EPLS can be obtained from www.sam.gov.
- (21) **Grantee Special Conditions for the DOJ BCJI FY 2014 Contract.** The Grantee agrees that in connection with its performance of this LISC Grant Agreement, the Grantee will fully comply with all applicable Grantee Special Conditions for the DOJ

BCJI FY 2014 Contract that are set forth in **Exhibit B**, which is attached hereto and made a part hereof. Breach of any of the covenants or requirements herein, may be regarded as a material breach of this LISC Grant Agreement, and LISC shall take whatever necessary actions provided by law that it deems appropriate.

- (22) **No Right of Assignment or Delegation.** The Grantee may not assign or otherwise transfer its rights, or delegate any of its obligations, under this Agreement.
- (23) **Amendment of Term of Grant.** LISC shall consider, but is not obligated to agree to, requests by the Grantee to extend the Expiration Date or make other modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) LISC's Contact has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of LISC shall have executed a written agreement describing the terms of the amendment.
- (24) **Data Universal Numbering System (DUNS) Number and System for Award Management (SAM).** By signing this Grant Agreement and **Attachment 5** hereto, the Grantee is certifying that Grantee has obtained and continues to maintain a current registration in the System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as the recipient of an award of federal funds, and that the Grantee has obtained and continues to maintain a current Data Universal Numbering System (DUNS) number issued by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

In addition, if Grantee subcontracts or subgrants \$25,000 or more in Grant funds to another entity (not including procurement of property and services needed to carry out the project or program), Grantee agrees to cause the recipient of Grant funds to comply with the obligations imposed by this Section 24. Further, Grantee must report any such action within thirty (30) days of the date of the obligation to <http://www.fsrs.gov>, providing the information about the action that the system specifies and provide a true and accurate copy of such report to LISC.

The Grantee shall provide LISC with evidence of its compliance with this Section 24, prior to any disbursement of Grant funds pursuant to Section 5, above.

- (25) **Certification Regarding Compliance with the United States Patriot Act.** By signing this Grant Agreement and **Attachment 5** hereto, the Grantee is certifying that Grantee will comply with the requirements outlined in **Attachment 5** regarding the Executive Order 13224 and the United States Patriot Act.
- (26) **Applicable Laws.** The Grantee agrees that in connection with its performance of this LISC Grant Agreement, the Grantee will fully comply with all applicable Federal, state, local (and any other governmental) laws, executive orders, rules and regulations, including without limitation, all rules, regulations and policies governing the DOJ BCJI FY 2014 Funds. Breach of any of the covenants herein, may be regarded as a material

breach of this LISC Grant Agreement, and LISC shall take whatever necessary actions provided by law that it deems appropriate.

- (27) **Countersignature Required.** If this LISC Grant Agreement correctly sets forth the Grantee's understanding of the terms and conditions of the Grant, please indicate acceptance of and agreement to said terms and conditions by having the enclosed copies of this LISC Grant Agreement countersigned and dated by an authorized officer of the Grantee in the space provided below.

Signature Required. Please follow ALL of the steps outlined below. LISC will not disburse funds unless and until this information is completed fully:

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.
2. An authorized officer of the Grantee must sign the Grant Agreement and email it to grants_contracts@lisc.org copying Ashley Jackson, at ajackson@lisc.org. Please consult this LISC Officer with questions about the Grant, to request disbursement of funds, and to report on progress.
3. LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization.

TERMS OF GRANT ACCEPTED AND AGREED TO:

City of Springfield

Signature: _____

Name: _____

Title: _____

Date: _____

LISC OFFICER COUNTER-SIGNATURE:

Signature: _____



Removal Jersey Barriers from Main Street and State Street (President - Ward 2 Councilor Fenton)

WHEREAS, Chapter 81 of the Acts of 1953 authorizes the Mayor and City Council to delegate authority vested in them, including the placement of traffic devices such as jersey barriers, to various boards and commissions, such as the Traffic Commission.

WHEREAS, the City Ordinances, Sec. 385-1 delegates authority to the Traffic Commission.

WHEREAS, Article III, Section 5 of the General Articles of the Rules of the Road established by the Traffic Commission states that the Traffic Engineer may establish on an experimental basis, certain changes to the posted regulations for a period of time not to exceed one hundred twenty (120) days.

WHEREAS, in April and May of 2015, under the authority given to the Traffic Engineer under the abovementioned Article III, Section 5, the City approved MGM Springfield request to place certain jersey barriers in the right-of-way on Main Street and State Street in the City of Springfield for a one hundred and twenty (120) day trial period.

WHEREAS, the “trial period” for the jersey barriers placed by MGM Springfield on Main Street and State Street expired at the end of August 2015.

WHEREAS, no hearing of the Traffic Commission or the City Council has been conducted to approve the location of said jersey barriers which are now in the public right-of-way illegally.

ORDERED, that the Law Department immediately and forthwith issue a cease and desist letter to MGM Springfield demanding the removal of jersey barriers from the public right-of-way on Main Street and State Street until the City Council can conduct a public hearing on the placement of said jersey barriers as is now required under the law.

FURTHER ORDERED, that if the jersey barriers which are the subject of this order, are not removed on or before October 6, 2015, that the Law Department is ordered to commence any and all legal action required to achieve the removal of said barriers.



City of Springfield

TABLED

Meeting: 11/16/15 07:00 PM

Initiator: Wayman Lee

Sponsors:

DOC ID: 3210

4.15

Open Air Parking Revocation ()

Ordered, that a hearing be given on **Monday evening, September 21, 2015** at 7:00 o'clock P.M., to the owners or occupants of property listed below relative to the revocation of licenses granted to them for open-air parking. Said hearings to be held in accordance with Chapter 148, Section 56 of the General Laws, as amended.

Be it Further Ordered, that the licenses granted to the owners or occupants of property listed below for a license allowing for open air parking be and the same are hereby **revoked**, subsequent to said hearing.

NAME

Springfield Parking Authority

LOCATION

Ten Center Lot
Boylston Street



City of Springfield

36 Court Street
Springfield, MA 01103

TABLED

RESOLUTION (ID # 3237)

Meeting: 11/16/15 07:00 PM
Department: City Council
Category: Council Request
Prepared By: Kelley Mickiewicz
Initiator: Kateri B. Walsh
Sponsors:
DOC ID: 3237 A

City Council Agenda

WHEREAS, the order of the City Council Agenda should be professional, respectful and courteous, and

WHEREAS, there should be a courtesy extended to our Department Heads who are included in the agenda, and

WHEREAS, there should be a specific order in which items are discussed, and

WHEREAS, regular agenda items pertaining to Council matters should be heard after the grants,

NOW, THEREFORE, BE IT RESOLVED that the grant portion of the agenda be first and grants addressed in the order they are presented.

HISTORY:

10/19/15 City Council
Next: 11/16/15

REFERRED TO COMMITTEE



City of Springfield
36 Court Street
Springfield, MA 01103

Meeting: 11/16/15 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: 3110

TABLED

RESOLUTION (ID # 3110)

Prohibition on the Sale of Loose Cigars

WHEREAS, it is the foremost responsibility of the City Council to protect the health and safety of the citizens of the City of Springfield.

WHEREAS, the Attorney General for the United States of America, the American Lung Association and the American Heart Association have listed the smoking of tobacco products as one of the leading causes of preventable deaths for Americans.

WHEREAS, the sale of individual cigars reduces the cost of this dangerous product and makes it more easily accessible to minors.

WHEREAS, the municipalities of Boston, Bedford, Montague, Salem, Malden, Athol and others have already adopted ordinances prohibiting the sale of singular cigars and cigarettes.

WHEREAS, the Board of Health for the City of Springfield has the power to regulate the sale of tobacco products.

NOW, THEREFORE, BE IT RESOLVED, that the Springfield City Council urges the Springfield Board of Health to issue regulations stating that no person or entity may sell or cause to be sold, or distribute or cause to be distributed, any cigar or cigar package that contains fewer than four (4) cigars.

HISTORY:

06/15/15 City Council
Next: 09/14/15

REFERRED TO COMMITTEE

09/14/15 City Council
Next: 10/19/15

REFERRED TO COMMITTEE

10/19/15 City Council
Next: 11/16/15

REFERRED TO COMMITTEE


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
ORDINANCE 2015-5

Meeting: 11/16/15 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: President - Ward 2 Councilor Michael A. Fenton

DOC ID: 3240 B

Vehicles for Hire

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 390-6, Article II, thereof, entitled Taxicab and Livery Vehicles, to change a Definition.

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

Section 1. Section 390-6 of Chapter 390, Taxicab and Livery Vehicles, of the Code of the City of Springfield, is hereby amended by adding a new paragraph to Definitions - Livery Vehicle, to read as follows:

All livery vehicle owners must obtain written approval from the City of Springfield Taxi and Livery Commission prior to operating a livery business within the City. All livery drivers must obtain a livery license before operating a livery motor vehicle from the City of Springfield Taxi and Livery Commission. Livery companies must maintain a minimum of five (5) vehicles. All livery companies must have a business license issued by the City of Springfield Taxi and Livery Commission before obtaining a livery plate issued by the Registry of Motor Vehicles. All livery vehicle owners and operators shall abide by the City of Springfield Taxi and Livery Commission's Ordinances and Rules and Regulations.

HISTORY:

10/19/15 **City Council**

FIRST STEP



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3256

4.19

Police Department - Approval of 5 Year Contract for Lease/Purchase 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 City of Springfield's Police Department, ("City") is consolidating its various crime tracking software systems to allow for the concurrent viewing of numerous information sources in a more efficient manner which will provide Department with greater intelligence to make more informed decisions; and

WHEREAS, the City's Office of Procurement sought bids in accordance with Mass. Gen. Laws Ch. 30B and other Procurement statutes, and through a state contract (ITT57), selected Motorola Solutions, Inc., to provide an Intelligence-Led Public Safety platform purchase including equipment, software and services ("Platform"), at a net cost of \$1,000,282; and

WHEREAS, although the Council previously approved a 5-year lease/purchase contract term for a Motorola lease/purchase financing contract (Order #3230), a further review of the state contract under which the Motorola bid was selected (ITT57), does not allow the vendor to provide lease/purchase financing, thus requiring the City to go out to bid for the lease/purchase financing; and

WHEREAS, the City is currently seeking bids for lease/purchase financing for the Motorola Platform, and is requesting the City Council to approve a 5-year term for the contract; and

WHEREAS, the Police Department believes that a 5-year contract will be more beneficial to the City than a 3-year contract, for the following reasons: a 5-year contract will spread the payments out over a reasonable period of time while still allowing financing companies to offer attractive and reasonable interest rates, will provide budget sustainability by scheduling annual costs over time rather than making a large purchase in one lump sum, and enables the Police Department to own the Motorola Platform at the end of the lease term at no additional cost;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws Ch. 30B, section 12(b), that the City Council approves the award of a contract for lease/purchase financing of the Motorola Intelligence-Led Public Safety Platform for five (5) years.



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3253

4.20

Order Authorizing Acceptance of Deed to 50 East Street for Law Enforcement Purposes (Mayor Sarno)

WHEREAS, the United States of America, acting by and through the Director of Real Estate, Headquarters, United States Army Corps of Engineers, is the owner of the former Arthur Macarthur U.S. Army Reserve Center in Springfield, Massachusetts known as NES East Street, also known as 50 East Street (Parcel-ID #04260-0014) containing approximately 5 acres, more or less ("Property"), as described in the Deed attached hereto as Attachment #1, Exhibit A; and

WHEREAS, after an extensive application and approval process spanning several years, the United States has agreed to convey the Property to the City of Springfield, to be used for law enforcement purposes in perpetuity, for no monetary consideration, under the terms and conditions of the Deed attached hereto as Attachment #1; and

NOW THEREFORE BE IT ORDERED, that the City Council hereby authorizes the Mayor, on behalf of the City, to accept delivery of a quitclaim deed from the United States, in substantially the same form as the Deed attached hereto as Attachment #1, and to sign the Deed noting the acceptance by the City, for transfer of title of the Property described this Order and the attachments hereto, and to take all other steps necessary to effect such transfer, including recording said deed at the Hampden Registry of Deeds.

FINANCIAL IMPACT:

The United States is transferring the property to the City at no cost.

QUITCLAIM DEED
ARTHUR MACARTHUR U.S. ARMY RESERVE CENTER
HAMPDEN COUNTY, SPRINGFIELD, MASSACHUSETTS

THIS QUITCLAIM DEED, by and between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "GRANTOR"), acting by and through the Director of Real Estate, Headquarters, United States Army Corps of Engineers, pursuant to delegations of authority from the SECRETARY OF THE ARMY, pursuant to powers and authority contained in the provisions of the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, whose mailing address is U.S. Army Corps of Engineers, New England District, ATTN: CENAE-RE, 696 Virginia Road, Concord, Massachusetts 01742-2751, and the **CITY OF SPRINGFIELD** (hereinafter referred to as the "GRANTEE"), a municipal corporation existing under the laws of the Commonwealth of Massachusetts, whose mailing address is 36 Court Street, Springfield, Massachusetts 01103.

WITNESSETH THAT:

NOW THEREFORE, the **GRANTOR**, for the public benefit derived from the conveyance herein and for NO CONSIDERATION, does hereby remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, subject to the reservations, covenants, conditions, and restrictions hereinafter set forth, all right, title and interest of the GRANTOR in and to all that certain parcel of land known as NES EAST STREET also known as 50 EAST STREET (PARCEL-ID # 04260-0014) situated, lying and being in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, containing approximately 5 acres, more or less, as more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "Property"). This conveyance was approved by the GRANTEE'S City Council by Order dated _____, and attached hereto as **Exhibit B**. GRANTEE accepts that the Property is being transferred pursuant to **40 U.S.C. § 553(b)(2)** for law enforcement purposes and agrees that the Property will be used and maintained for law enforcement purposes in perpetuity;

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to, rights-of-way for railroads, public highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers, and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the notices, reservations, covenants, conditions, and restrictions hereinafter set forth in this deed;

PROVIDED, HOWEVER, the Property shall be used and maintained for law enforcement purposes pursuant to 40 U.S.C. § 553(b)(2) in perpetuity, and that if the Property ceases to be used or maintained for such purposes, all or any portion of the Property shall, in its then existing condition, at the option of the GRANTOR, revert to and become the property of the GRANTOR, and the GRANTOR shall have immediate right of entry;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this deed, and as part of the consideration for the conveyance herein, covenants and agrees for itself, its successors, and assigns forever, that this deed is made and accepted upon each of the following notices, reservations, covenants, conditions, and restrictions which shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, reservations, covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land; and that the failure to include the notices, reservations, covenants, conditions, and restrictions in subsequent conveyances of the Property does not abrogate the status of the notices, reservations, covenants, conditions, and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns.

1. ACCESS RIGHTS

A. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE'S and the GRANTEE'S successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that

nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. "AS IS"

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "As Is" provision will be construed to modify or negate the GRANTOR's obligation under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law and subject to the terms and conditions hereof, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses and costs, including fines and penalties, arising out of the violation of the notices, use restrictions, and restrictive covenants in this Deed by the GRANTEE, its successors and assigns and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the notices, use restrictions, and restrictive covenants in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this HOLD HARMLESS provision will be construed to modify or negate the GRANTOR's obligation under CERCLA or any other statutory obligations or the GRANTEE'S rights under Mass. Gen. Laws ch. 258.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless the GRANTEE is able to demonstrate that such release or such newly discovered substance was due to the GRANTOR'S activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR'S activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR'S responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are provided in **Exhibit C**, which is attached hereto and made a part hereof. The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

6. ANTI-DEFICIENCY ACT

The GRANTOR'S obligation to pay or reimburse any money under this deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

7. NON-DISCRIMINATION

The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit nor shall it apply with respect to religion to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or

interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

8. NO WAIVER

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim DEED to be duly executed in its name by the Director of Real Estate, Headquarters, United States Army Corps of Engineers this ____ day of _____, 20____.

UNITED STATES OF AMERICA

BY: _____
 BRENDA M. JOHNSON-TURNER
 Director of Real Estate
 Headquarters, United States Army Corps of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA: SS

I, _____, a Notary Public in and for the District of Columbia, certify that on the ____ day of _____, 20____, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, United States Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.

 Notary Public

My commission expires _____

ACCEPTANCE BY GRANTEE

The GRANTEE hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the notices, reservations, covenants, conditions, and restrictions contained herein, this ____ day of _____, 20____

THE CITY OF SPRINGFIELD, MASSACHUSETTS

By: _____
Domenic J. Sarno
Mayor, City of Springfield

NOTARIAL CERTIFICATE

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF HAMPDEN) SS

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared Domenic J. Sarno, as Mayor, for the City of Springfield, 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:

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the City Solicitor of the City of Springfield, Massachusetts described in and which executed the foregoing instrument with the United States of America; that the said city is organized under the laws of the Commonwealth of Massachusetts; that Domenic J. Sarno, who executed said instrument as Mayor of said City, was then the Mayor of said City and has been duly authorized to execute said instrument on behalf of said City; that I know the signature of said Domenic J. Sarno; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ 20__.

City Solicitor
City of Springfield, Massachusetts

EXHIBIT A
ARTHUR MACARTHUR U.S. ARMY RESERVE CENTER
HAMPDEN COUNTY, SPRINGFIELD, MASSACHUSETTS

LEGAL DESCRIPTION

Tract A-100

A certain parcel of land situated in the City of Springfield, County of Hampden and Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Beginning at the intersection of the easterly side of Woodstock Street and the northerly side of East Street, said point being the southwesterly corner of the herein described parcel of land; thence running

<u>NORTHEASTERLY</u>	by said Woodstock Street, Five Hundred Sixteen (516) feet more or less to the Chicopee-Springfield City line; thence turning an interior angle of 90° and running
<u>SOUTHEASTERLY</u>	through land now or formerly of Gertrude Moore and now or formerly of heirs of John L. Maloney, One Hundred and 0/10 (100.0) feet to a point; thence turning an interior angle of 270° and running
<u>NORTHEASTERLY</u>	through land now or formerly of heirs of John L. Maloney, One Hundred Six and 0/10 (106.0) feet to a point; thence turning an interior angle of 90° and running
<u>SOUTHEASTERLY</u>	through land now or formerly of heirs of John L. Maloney, Two Hundred Forty-five (245) feet more or less to lands of owners unknown; thence turning and running
<u>SOUTHWESTERLY</u>	by lands of various owners unknown, Seven Hundred (700) feet more or less to the northerly side of East Street; thence turning and running
<u>NORTHWESTERLY</u>	by said East Street, Three Hundred Fifty-four (354) feet more or less to the point of beginning.

Containing 5 acres more or less.

Being the same parcel of land conveyed by Eugene J. Maloney, Robert B. Maloney, Grace M. Sullivan and Rita L. Kosiorek to the United States of America in a deed dated September 10, 1952 and recorded on November 14, 1952 in the Hampden County Registry of Deeds in Book 2209, Page 503.

EXHIBIT C

ENVIRONMENTAL PROTECTION PROVISIONS

1. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. There is no historical documentation to indicate that the Property was ever being used for munitions-related activities (e.g., live-fire training, disposal activities).

However, the discovery of high-explosive mortars and fuze components in the undeveloped, wooded area of the Property (site) provided evidence of the presence of MEC on the Property. On October 15, 2006, the Springfield Fire Department bomb squad removed a 60 millimeter (mm) high-explosive M49A2 mortar that was encountered on the Property. The bomb squad secured the mortar in a self-contained bomb pot and removed it from the Property for destruction.

Subsequent investigations of this site, between 2010 and 2012, resulted in two additional munitions being recovered. In October 2011, an 81-mm M43A1B1 unfuzed mortar was recovered, secured, and transported off-site for treatment. In December 2012, an 81-mm M43A1 practice mortar with M52A1B1 fuze was recovered and treated on site by detonation.

A summary of MEC discovered on the Property is provided in **Exhibit D**. A summary of the map depicting the location of munitions response site is provided at **Exhibit E**.

C. The GRANTOR represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the GRANTOR'S determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the GRANTEE, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

D. Easement and Access Rights.

(1) The GRANTOR reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a

munitions response action on adjoining Property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface removal operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE'S and the GRANTEE'S successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the GRANTEE, its successors and assigns, shall not interfere with any munitions response action conducted by the GRANTOR on the Property.

E. The Grantee acknowledges receipt of the December 2013 *After Action Report*, prepared by Stell Environmental Enterprises, Inc., and Tetra Tech, Inc.

2. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material (ACM) has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Administration Building on the Property has been determined to contain friable asbestos. The GRANTEE agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the GRANTOR. The GRANTOR has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of asbestos hazards, in reliance upon the GRANTEE's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The GRANTEE agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

4. PESTICIDE NOTIFICATION AND COVENANT

A. The GRANTEE is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The GRANTOR and GRANTEE know of no use of any registered pesticide in a manner (a) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S. C. § 136, et seq.) and other applicable laws and regulations, or (b) not in accordance with its intended purpose.

B. The GRANTEE covenants and agrees that if the GRANTEE takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, GRANTEE assumes all responsibility and liability therefor.

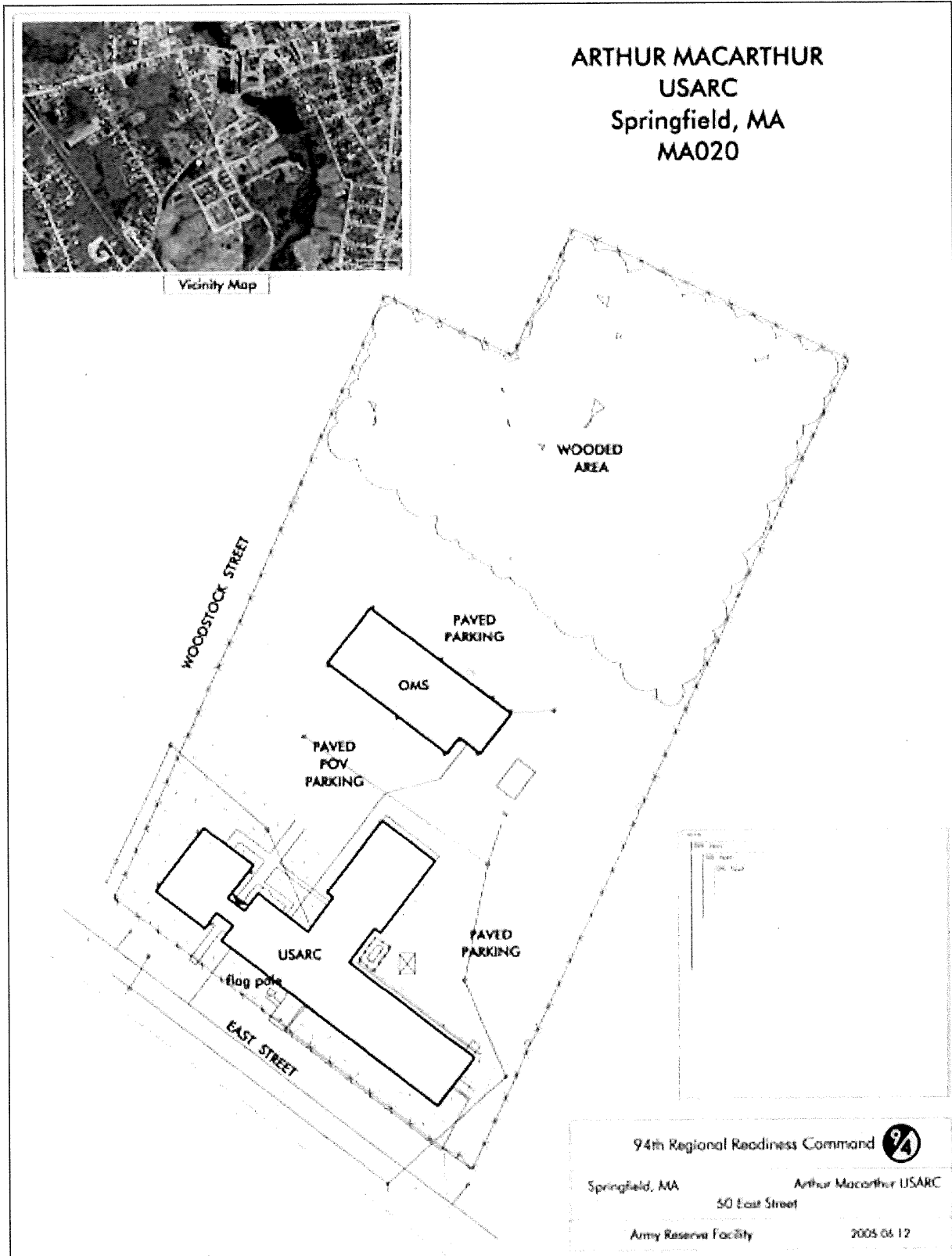
5. NOTICE AND COVENANT OF LEAD-CONTAMINATED DUST FROM FORMER USE OF AN INDOOR FIRING RANGE

The basement of the Administration Building on the Property was formerly used as an indoor firing range. Lead-contaminated dust was remediated, and confirmation sampling indicates lead concentrations below 200 micrograms per square foot ($\mu\text{g}/\text{ft}^2$). The GRANTEE, its successors and assigns are hereby notified and acknowledge that additional lead-contaminated dust remediation may be necessary for a particular use or to comply with applicable law. All costs for any additional remediation for lead-contaminated dust shall be at the sole expense of GRANTEE, its successor or assigns, and not the United States. Furthermore, the remediation of lead contaminated dust inside buildings is not within the scope of releases that make a response action necessary under CERCLA Section 120(h)(3)(A).

EXHIBIT D
NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)*

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
Two-Acre Wooded Area (Northern Portion of the Property)	Discarded Military Munitions (DMM)	Unknown	There is no historical documentation that indicates the Property was ever used for munitions-related (e.g., live-fire training, disposal activities); however, MEC was discovered in the undeveloped, wooded area of the Property (site). On 15 October 2006, the Springfield Fire Department bomb squad removed a 60 millimeter (mm) high-explosive M49A2 mortar that was encountered on the Property. The bomb squad secured the mortar in a self-contained bomb pot and removed it from the Property for destruction. (See Section 6.9 and Appendix D of the 2007 Environmental Condition of Property (ECP Report). Subsequent investigations of the Site, between 2010 and 2012, resulted in two additional munitions being recovered. In October 2011, an 81-mm M43A1B1 unfuzed mortar was recovered, secured, and transported off-site for treatment. In December 2012, an 81-mm M43A1 practice mortar with M52A1B1 fuze was recovered and treated on site by detonation. (See Section 7.6 and Appendix K of the 2014 ECP Update Report for additional information, including the December 2013 <i>After Action Report</i>). A 22 January 2014 Army memorandum for the Defense Ammunition Center documented that No Further Action was justified for this site because there was no evidence to indicate that military munitions-related activities ever occurred on the Property. Additionally, evidence collected indicated that the munitions encountered were discarded military munitions that were located within the same excavation pit. A 16 July 2014 memorandum from the Department of Defense Explosives Safety Board (DDESB) documents DDESB's concurrence with the No Further Action determination (See Section 4.10 and Enclosure 8 of the September 2015 Finding of Suitability to Transfer (FOST) for the Property).
*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 U.S.C. § 101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.			

EXHIBIT E
MAP DEPICTING LOCATION OF MUNITIONS RESPONSE SITE





City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3267 A

4.21

MassDot Aggrement (Mayor Sarno)

WHEREAS, the Massachusetts Department of Transportation and the United States Department of Transportation have agreed to construct or reconstruct safety improvements on North End & Brightwood, under the Federal Aide Program; and

WHEREAS, the polices of the Federal Highway Administration requires that a Traffic Control Agreement be executed between the City and Massachusetts Department of Transportation; and

WHEREAS, the purpose of this agreement is to insure that the ways within and adjacent to the so-called Federal Aid Projects areas will be operated and maintained as planned: and

WHEREAS, the City of Springfield will benefit by increasing the public safety and capacity as the most efficient utilization of the ways within the project area; and

NOW THEREFORE BE ORDERED, that the Mayor be and is hereby authorized to execute a Traffic Control Agreement with the Massachusetts Department of Transportation for the control of traffic on the aforesaid streets and substantially in accordance with the copy of the draft agreement attached hereto and made part hereof.

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FEDERAL CONTROL AGREEMENT
FEDERAL AID PROJECT NO. CM/STPTAP-002S(813)X

C I T Y O F S P R I N G F I E L D

In City Council November 16, 2015

ORDERED, that the Rules of the Road approved September 8, 1936, as amended be further amended by striking out under Section 2 through 16 of Article V, the following:

AND, further amending by inserting under Section 2(a) of Article V, "No Parking Anytime", the following:

MAIN STREET (Route 116): Both sides, within 60' north of Bancroft Street

Southbound side, within 30' north of Arch Street

Both sides, within 50' south of Jefferson Street

Both sides, within 150' south of Huntington Street

Northbound side, within 70' north of Calhoun Street.

Southbound side, within 50' north of Huntington Street.

Southbound side, within 25' north of Greenwich Street.

MAIN STREET (Route 116): Northbound side, within 60' south of East Hooker Street.

Southbound side, across from East Hooker Street.

Northbound side, across and within 60' south of Grove Street.

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Southbound side, 60' south of Grove Street to 25' north of Grove Street.

Southbound side, across from Waverly Street

Southbound side, from 180' north of Portland Street to the I-91 exit 10 off-ramp.

Southbound side, from 80' north of Harriet Street to 60' south of Cumberland Street.

Both sides between the I-91 exit 10 off-ramp and Chicopee Town Line.

ARCH STREET: South side, between Main Street and Birnie Avenue.

North side, between Sheldon Street and Birnie

Avenue.

North side, within 60' of Main Street (Route 116)

JEFFERSON AVENUE: Both sides, within 50' of Main Street (Route 116)

SHELDON STREET: Eastbound side, within 80' of Main Street.

Westbound side, within 100' of Main Street.

HUNTINGTON STREET: South side, between Main Street (Route 116) and Bernie Avenue.

North side, within 40' of Main Street

HUNTINGTON STREET: North side, from 50' east of Greenwich Street to Birnie Avenue.

CALHOUN STREET: South side, within 50' of Main Street

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GREENWICH STREET: Both sides, within 35' of intersection with Main Street (Route 116).

PORTLAND STREET: Both sides, within 40' of Main Street

WASON AVENUE: Both sides, between Main Street (Route 116) and railroad crossing.

BIRNIE AVENUE: Both sides, between Arch Street and Gerena Magnet School southerly entrance.

Both sides, between Gerena Magnet School southerly entrance to 60' north of the I-91 exit 11 SB off-ramp.

AND, further amending by inserting under Section 2(b) of Article V, "No Parking Bus Stop", as follows:

MAIN STREET (Route 116):	Southbound, directly across from Bancroft Street
MAIN STREET (Route 116):	Both sides, just north of Sheldon Street.
MAIN STREET (Route 116):	Both sides, just north of East Hooker Street.
MAIN STREET (Route 116):	Northbound side, just north of Waverly Street.
MAIN STREET (Route 116):	Southbound side, just north of Portland Street.
MAIN STREET (Route 116):	Northbound side, between Cumberland Street. and Dover Street.
MAIN STREET (Route 116):	Southbound side, across from I-91 NB on ramp.
MAIN STREET (Route 116):	Northbound side, approximately 175' north of Noble Street.
MAIN STREET (Route 116):	southbound side, approximately 200' north of Noble Street.
MAIN STREET (Route 116):	Northbound side, 250' south of Wason Street.
MAIN STREET (Route 116):	Southbound side, 350' south of Wason Street.
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MAIN STREET (Route 116):	Northbound side, 70' south of Wason Street.
MAIN STREET (Route 116):	Northbound side, approximately 450' north Wason Avenue.
MAIN STREET (Route 116):	Southbound side, approximately 400' north Wason Avenue.

AND, further amending by inserting under Section 8 of Article V, "One Hour Parking - 8:00am to 6:00pm", the following:

MAIN STREET (Route 116):	Southbound side, across from Osgood Street to across from Bancroft Street.
MAIN STREET (Route 116):	Northbound side, from 50' north of Osgood Street to Bancroft Street.
MAIN STREET (Route 116):	Southbound side, from 90' north of Bancroft

	Street to Arch Street.
MAIN STREET (Route 116):	Northbound side, from 50' north of Bancroft Street to 50' south of Jefferson Avenue.
ARCH STREET:	North side, from 60' north of Main Street to Sheldon Street.
MAIN STREET (Route 116):	Both sides, within 75' to 140' north of Sheldon Street.
HUNTINGTON STREET:	North side, from 40' west of Main Street to 50' east of Greenwich Street.
MAIN STREET (Route 116):	Northbound side, from 70' north of Calhoun Street to 60' south of Hooker Street.
MAIN STREET (Route 116):	Southbound side, from 50' north of Huntington Street to 25' south of Greenwich.
MAIN STREET (Route 116):	Southbound side, from 230' north of Greenwich Street to 200' south of Medford Street.
MAIN STREET (Route 116):	Northbound side, from 70' north of East Hooker Street to 60' south of Grove Street.
MAIN STREET (Route 116):	Southbound side, from 90' south of Medford Street to 25' south of Medford Street
MAIN STREET (Route 116):	Northbound side, from 30' north Grover Street to 20' south of Waverly Street.
MAIN STREET (Route 116):	Southbound side, within 35' north of Medford Street.
MAIN STREET (Route 116):	Southbound side, from 90' south of Portland Street to 25' south of Portland Street.
MAIN STREET (Route 116):	Northbound side, from 45' north of Waverly Street to 40' south of Harriet Street.
MAIN STREET (Route 116):	Southbound side, from 60' north of Portland Street to 180' north of Portland Street.

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MAIN STREET (Route 116): Northbound side, within 80' north of Harriet Street.

MAIN STREET (Route 116): Northbound side, within 60' south of Cumberland Street.

AND, further amending by inserting under Section 7 of Article VI, " Handicap Parking ", the following:

MAIN STREET: Southbound side, from 25' north of Greenwich Street to 90' north of Greenwich Street.

AND, further amending by inserting under Section 16b of Article V, " No Parking Loading Zone ", the following:

SHELDON STREET: Eastbound side, from 80, to 125' west of Main Street

AND, further amending by inserting in accordance with the provisions of Chapter 89, Section 9 of the General Laws, the following street are designated as STOP street at the following intersection and in the direction indicated.

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Facing southbound drivers on Osgood Street at Main Street (Route 116)

Facing southbound drivers on Bancroft Street at Main Street (Route 116)

Facing northbound drivers on Arch Street at Main Street (Route 116)

Facing Southbound drivers on Sheldon Street at Arch Street.

Facing southbound drivers on Arch Street at Birnie Avenue

Facing southbound drivers on Calhoun Street at Main Street (Route 116)

Facing northbound drivers on Huntington Street at Main Street (Route 116)

Facing southbound drivers on East Hooker Street at Main Street (Route 116)

Facing southbound drivers on Grove Street at Main Street (Route 116)

Facing northbound drivers on Medford Street at Main Street (Route 116)

Facing southbound drivers on Waverly Street at Main Street (Route 116)

Facing southbound drivers on Harriet Street at Main Street (Route 116)

Facing southbound drivers on Cumberland Street at Main Street (Route 116)

Facing northbound drivers on Birnie Street at Wason Avenue.

Facing westbound drivers on Baystate driveway (City Limit) at Main Street

Facing southbound drivers on I-91 exit SB off ramp at Birnie Avenue.

AND, further amending by inserting under Section 16 of Article V, "Left turn yield on green", the following:

MAIN STREET (Route 116) northbound onto Walter Street.

MAIN STREET (Route 116) northbound onto Wason Avenue.

MAIN STREET (Route 116) southbound onto Baystate Medical Driveway.

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AND, further amending by inserting under Section 5-1a of Article VII, "DO NOT ENTER ", the following:

MAIN STREET (Route 116) Onto Osgood Street.

ARCH STREET: Onto Birnie Avenue northbound.

HUNTINGTON STREET: Onto Greenwich.

HUNTINGTON STREET: Onto Birnie Avenue.

MAIN STREET (Route 116): Onto Harriet Street.

MAIN STREET (Route 116): Onto Cumberland Street.

Baystate Medical Driveway (City Limit) onto Main Street (Route 116)

MAIN STREET (Route 116): Onto I-91 exit SB off ramp.

AND, further amending by inserting under Section 5 (3B1) of Article VII,

"Right Turn Prohibited", the following:

ARCH STREET: Onto Birnie Avenue.
 HUNTINGTON STREET: Onto Birnie Avenue.
 MAIN STREET(Route 116): Onto Mewdford Street.

AND, further amending by inserting under Section 5 (3B2) of Article VII, "Left Turn Prohibited", the following:

All access point along Birnie Avenue between Arch Street and northern Gerena School driveway.

AND, further amending by inserting under Section 10A of Article VIII, "No Turn", the following:

I-91 exit 11 SB off ramp onto Birnie Avenue.

15-17

AND, further amending by inserting under Section 3B of Article VII, "No Turn on Red", the following:

JEFFERSON AVENUE: Facing northbound drivers onto Main Street.
 SHELDON STREET: Facing Southbound onto Main Street.
 Baystate Medical Driveway Facing northbound drivers onto Main Street.
 WASON AVENUE: Facing Southbound onto Main Street.

AND, further amending by inserting under Section 11(b) of Article VIII, "Left Lane Must Turn Left", the following:

I-91 exit 10 NB off-ramp onto Main Street northbound (Route 116)
 MAIN STREET (Route 116): Southbound onto Dover Street.
 MAIN STREET (Route 116): Southbound onto Noble Street.
 MAIN STREET (Route 116): Northbound onto Walter Street.

MAIN STREET (Route 116): Northbound onto Watson Avenue.

MAIN STREET (Route 116): Southbound onto Baystate Medical Driveway.

I-91 exit 11 SB off-ramp onto Birnie Street.

AND, further amending by inserting under Section 11(c) of Article VIII, "Right Lane Must Turn Right", the following:

NOBLE STREET: Northbound onto Main Street (Route 116).

I-91 exit 11 SB off-ramp onto Birnie Street.

ORDERED, that the Rules of the Road approved September 8, 1936 as amended by inserting under Section 1(b) of Article VII "One Way Southerly", as follows:

OSGOOD STREET: From Dwight Street to Main Street.

HARRIET STREET: From Chestnut Street to Main Street.

CUMBERLAND STREET: From Chestnut Street to Main Street.

GREENWICH STREET: From Main Street to Huntington Street.

MAIN STREET(Route 116): Onto I-91 exit 11 SB off ramp.

ORDERED, that the Rules of the Road approved September 8, 1936 as amended by inserting under Section 1(a) of Article VII "One Way Northerly", as follows:

ARCH STREET: Onto Birnie Avenue.

HUNTINGTON STREET: Onto Birnie Avenue.

MAIN STREET(Route 116): Onto I-91 exit 10 NB off ramp

ORDERED, that the Rules of the Road approved September 8, 1936 as amended by inserting under Section 1(c) of Article VII "One Way Easterly", as follows:

MEDFORD STREET: From Portland Street to Main Street.

ORDERED, that the Rules of the Road approved September 8, 1936 as amended by inserting under Section 1(d) of Article VII "One Way Westerly", as follows:

MAIN STREET(Route 116): Onto Baystate Medical Driveway (City Limit)

ORDERED, that the Rules of the Road approved September 8, 1936 as amended by inserting under Section 6 of Article VII "Yield Control", as follows:

I-91 exit 11 SB off ramp onto Main Street (Route 116) southbound

ORDERED, that the Rules of the Road approved September 8, 1936 as amended by inserting under Section 4(a) of Article VIII-A "Yield Here to Pedestrians", as follows:

I-91 exit 11 SB off ramp onto Birnie Avenue.



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, Secretary & CEO
 Thomas J. Tinlin, Acting Administrator



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

August 11, 2015

2:02 8/12/15
Please 1st
Anna
Chris C. VEDP
Revisions
Mike

Dear Mayor Sarno:

Enclosed with this letter are three originals of a Traffic Control Agreement for the Safety Improvement Project at the North End & Brightwood Infrastructure in the City of Springfield. This Agreement is required by the Federal Highway Administration in accordance with Title 23 USC, Sections 109(d) and 116. The purpose of this Agreement is to assure that the ways within and adjacent to the project will be operated and maintained by the municipality as planned. Failure on the part of any municipality to execute and fulfill the terms of the Agreement may cause disqualification from participation in future Safety Improvement Projects.

This Agreement has been discussed with the project design engineer and municipal representatives. The proper officials, including the city solicitor, are required to sign all three originals of the Agreement and affix all attests and seals.

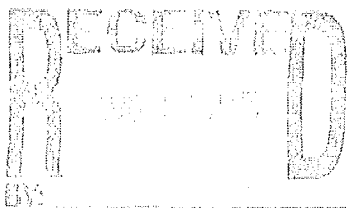
It is requested that all pertinent traffic regulations be enacted. In the instance where existing municipal regulations are in conflict with the Agreement, action must be taken to bring them into compliance with the Agreement.

Please submit to this office the three signed originals of the Agreement and three signed, dated and executed originals of the regulation establishing the "Specific Provisions Section" as detailed in the Traffic Control Agreement. If any of the "Specific Provisions Section" is in effect, please provide a copy of the regulation. Upon completion please forward all required documents to: State Traffic Engineer, Room 7210, Ten Park Plaza, Boston, MA 02116, Attention: Joseph Amato, for processing.

If you have any questions regarding this matter, you can contact Joseph Amato of the Highway Safety Division at 857-368-9653.

Sincerely,

Neil E. Boudreau
 State Traffic Engineer



Ten Park Plaza, Suite 4160, Boston, MA 02116
 Tel: 857-368-4636, TTY: 857-368-0655
 www.mass.gov/massdot



MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TRAFFIC ENGINEERING

TRAFFIC CONTROL AGREEMENT

AGREEMENT BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE
CITY OF SPRINGFIELD

FEDERAL AID PROJ. NO. CM/STPTAP-002S(813)X

AGREEMENT NO. 90036

AGREEMENT, made this day of , 2015 by and between the Massachusetts Department of Transportation, hereinafter called "MASSDOT," and the CITY of SPRINGFIELD, hereinafter called the "CITY," pursuant to the provisions of 23 U. S. C. §§ 109(d) & 116, and in accordance with the official standards of MASSDOT, which have been adopted in conformity with the provisions and recommendations of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Department of Transportation, Federal Highway Administration, hereinafter called "STANDARDS."

WHEREAS, MASSDOT and the CITY have agreed that the NORTH END and BRIGHTWOOD INFRASTRUCTURE, being in whole or in part a town way, has qualified to participate in the Federal Aid Program with the work being financed in part by the Federal Government; and

WHEREAS, the United States Government, through its Department of Transportation, Federal Highway Administration, requires that the project area upon completion will be operated and maintained in an adequate manner; and

WHEREAS, the CITY approves the proposed plans for the improvements and upon completion of the project will be the responsibility of the CITY.

NOW, THEREFORE, in consideration thereof, the CITY hereby agrees to conform to the following provisions:

GENERAL PROVISIONS

- A. All information, regulatory or warning signs, all traffic control signals, flashing beacons, traffic islands or other traffic control devices and all pavement or other markings within the ways located in the project area shall be designed, located and operated in accordance with the STANDARDS of MASSDOT for such devices.
- B. The Police Department of the CITY shall be the enforcement agency for traffic regulations established in accordance with this AGREEMENT and the traffic devices installed in connection therewith.

- C. Signed, dated and attested copies of amendments to the CITY traffic ordinances necessary for the enforcement of any specific provisions will be forwarded forthwith by the CITY to MASSDOT.

SPECIFIC PROVISIONS

- A. STOP SIGNS – To be installed in accordance with applicable permits filed or to be filed by the CITY and approved by MASSDOT.

Osgood Street at Main Street (Route 116)
 Bancroft Street at Main Street (Route 116)
 Arch Street at Main Street (Route 116)
 Sheldon Street at Arch Street
 Arch Street at Birnie Avenue
 Calhoun Street at Main Street (Route 116)
 Huntington Street at Main Street (Route 116)
 Greenwich Street at Huntington Street
 Huntington Street at Birnie Avenue
 East Hooker Street at Main Street (Route 116)
 Grove Street at Main Street (Route 116)
 Medford Street at Main Street (Route 116)
 Waverly Street at Main Street (Route 116)
 Harriet Street at Main Street (Route 116)
 Cumberland Street at Main Street (Route 116)
 Birnie Street at Wason Avenue
 Baystate Driveway (near City Limit) at Main Street (Route 116)
 I-91 exit 11 SB off ramp at Birnie Avenue

B. NO PARKING ANY TIME

Main Street (Route 116) both sides, within 60' north of Bancroft Street
 Arch Street, south side between Main Street (Route 116) and Birnie Avenue
 Arch Street, north side within 60' of Main Street (Route 116)
 Arch Street, north side, between Sheldon Street and Birnie Avenue
 Main Street (Route 116) southbound side, within 30' north of Arch Street
 Main Street (Route 116) both sides, within 50' south of Jefferson Street
 Jefferson Avenue both sides, within 50' of Main Street (Route 116)
 Sheldon Street eastbound side, within 80' of Main Street (Route 116)
 Sheldon Street westbound side, within 100' of Main Street (Route 116)
 Main Street (Route 116) both sides, within 150' south of Huntington Street (for fire station)
 Huntington Street south side, between Main Street (Route 116) and Birnie Avenue
 Huntington Street north side within 40' of Main Street
 Huntington Street north side from 50' east of Greenwich Street to Birnie Avenue
 Calhoun Street south side, within 50' of Main Street (Route 116)
 Main Street (Route 116) northbound side, within 70' north of Calhoun Street

Main Street (Route 116) southbound side, within 50' north of Huntington Street
 Greenwich Street both sides, within 35' of intersection with Main Street (Route 116)
 Main Street (Route 116) southbound side, within 25' north of Greenwich Street
 Main Street (Route 116) northbound side, within 60' south of East Hooker Street
 Main Street (Route 116) southbound side, across from East Hooker Street
 Main Street (Route 116) northbound side, across from and within 60' south of Grove Street
 Main Street (Route 116) southbound side, 60' south of Grove Street to 25' north of Grove Street
 Main Street (Route 116) southbound side, across from Waverly Street
 Main Street (Route 116) southbound side, from 180' north of Portland Street to the I-91 Exit 10 off-ramp
 Portland Street both sides, within 40' of Main Street
 Main Street (Route 116) northbound side, from 80' north of Harriet Street to 60' south of Cumberland Street
 Main Street (Route 116) both sides, between I-91 Exit 10 off-ramp and Chicopee Town Line
 Wason Avenue both sides, between Main Street (Route 116) and railroad crossing
 Birnie Avenue both sides, between Arch Street and Gerena Magnet School southerly entrance
 Birnie Avenue both sides, between Gerena Magnet School southerly entrance to 60' north of the I-91 exit 11 SB off-ramp

C. NO PARKING-BUS STOP-TOW ZONE

Main Street (Route 116) southbound, directly across from Bancroft Street
 Main Street (Route 116) both sides, just north of Sheldon Street
 Main Street (Route 116) both sides, just north of East Hooker Street
 Main Street (Route 116) northbound side, just north of Waverly Street
 Main Street (Route 116) southbound side, just north of Portland Street
 Main Street (Route 116) northbound side, between Cumberland Street and Dover Street
 Main Street (Route 116) southbound side, across from I-91 NB on ramp
 Main Street (Route 116) northbound side, approximately 175' north of Noble Street
 Main Street (Route 116) southbound side, approximately 200' north of Noble Street
 Main Street (Route 116) northbound side, 250' south of Wason Street
 Main Street (Route 116) southbound side, 350' south of Wason Street
 Main Street (Route 116) northbound side, 70' south of Wason Street
 Main Street (Route 116) northbound side, approximately 450' north of Wason Avenue
 Main Street (Route 116) southbound side, approximately 400' north of Wason Avenue

D. ONE HOUR PARKING

Main Street (Route 116) southbound side, across from Osgood Street to across from Bancroft Street
 Main Street (Route 116) northbound side, from 50' north of Osgood Street to Bancroft Street
 Main Street (Route 116) southbound side, from 90' north of Bancroft Street to Arch Street
 Main Street (Route 116) northbound side, from 50' north of Bancroft Street to 50' south of Jefferson Avenue
 Arch Street, north side, from 60' north of Main Street to Sheldon Street.
 Main Street (Route 116) both sides, within 75' to 140' north of Sheldon Street
 Huntington Street North side, from 40' west of Main Street to 50' east of Greenwich Street
 Main Street (Route 116) northbound side, from 70' north of Calhoun Street to 60' south of East Hooker Street
 Main Street (Route 116) southbound side, from 50' north of Huntington Street to 25' south of Greenwich Street



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3246

4.22

Supplemental Budget - Increase in Charter School Tuition State Aid (Mayor Sarno)

WHEREAS, to meet the expenses of the Springfield School Department, appropriations in the amount of \$161,608.00 as itemized below are hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, Chapter 44 Section 53 and Chapter 468 of the Acts of 2008, and the recommendation of his Honor the Mayor; and

WHEREAS, the City of Springfield has received an increase in the estimated amount of Charter Tuition State Aid; and

WHEREAS, the City pursuant to Chapter 70 section 11 of the Education Reform Act of 1992 must appropriate these funds to meet Net School Spending (NSS).

WHEREAS, these funds will supplement the School Department's General Fund Operating Budget and allow the City to meet the State Mandated Net School Spending Appropriation.

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 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.

IT IS FURTHER ORDERED, that the City Council approves the Appropriations as itemized below to meet the expenses of the Springfield School Department.

SOURCES

0100-10-145-0000-0000-0010-000000-0000000-465700- Treasurer's Office - Charter Tuition Reimbursement	<u>161,608.00</u>
TOTAL:	\$ 161,608.00

USES

0100-30-340-3902-3902-3980-301000-0000000-578200- School Department - Prior Year Expenditures	<u>161,608.00</u>
TOTAL:	\$ 161,608.00

C.S. 1-ER Commonwealth of Massachusetts Department of Revenue FY2016

NOTICE TO ASSESSORS OF ESTIMATED RECEIPTS

General Laws, Chapter 58, Section 25A

Springfield

A. EDUCATION:**Distributions and Reimbursements:**

Chapter 70	309,186,094
School Transportation	0
Charter Tuition Reimbursement	7,401,267
Smart Growth	0

Offset Items – Reserve for Direct Expenditure:

School Choice Receiving Tuition	45,904
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Sub-Total, All Education Items:	316,633,265
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B. GENERAL GOVERNMENT:**Distributions and Reimbursements:**

Unrestricted General Government Aid	34,898,975
Local Share of Racing Taxes	0
Regional Public Libraries	0
Urban Revitalization	0
Veterans Benefits	2,156,758
Exemp: VBS and Elderly	525,454
State Owned Land	18,540

Offset Item - Reserve for Direct Expenditure:

Public Libraries	280,805
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Sub-Total, All General Government:	37,880,532
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C. TOTAL ESTIMATED RECEIPTS:	354,513,797
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Attachment: CherrySheet_FinalTotals (3246 : Supplemental Budget - Increase in Charter Tuition Reimbursement (State Aid))

C.S. 1-EC Commonwealth of Massachusetts Department of Revenue FY2016

NOTICE TO ASSESSORS OF ESTIMATED CHARGES

General Laws, Chapter 59, Section 21

Springfield

A. COUNTY ASSESSMENTS:

County Tax	0
Suffolk County Retirement	0
Essex County Reg Comm Center	0
Sub-Total, County Assessments:	0

B. STATE ASSESSMENTS AND CHARGES:

Retired Employees Health Insurance	0
Retired Teachers Health Insurance	0
Mosquito Control Projects	0
Air Pollution	32,233
Metropolitan Area Planning Council	0
Old Colony Planning Council	0
RMV Non-Renewal Surcharge	500,360
Sub-Total, State Assessments:	532,593

C. TRANSPORTATION AUTHORITIES:

MBTA	0
Boston Metro. Transit District	0
Regional Transit	2,663,883
Sub-Total, Transportation Assessments:	2,663,883

D. ANNUAL CHARGES AGAINST RECEIPTS:

Special Education	291,432
STRAP Repayments	0
Multi-Year Repayment	0
Sub-Total, Annual Charges Against Receipts:	291,432

E. TUITION ASSESSMENTS:

School Choice Sending Tuition	4,294,860
Charter School Sending Tuition	39,258,720
Sub-Total, Tuition Assessments:	43,553,580

F. TOTAL ESTIMATED CHARGES:

47,041,488

Attachment: CherrySheet_FinalTotals (3246 : Supplemental Budget - Increase in Charter Tuition Reimbursement (State Aid))


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
SPECIAL ACT (ID # 3258)

Meeting: 11/16/15 07:00 PM

Department: City Clerk

Category: General

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3258 A

Transfer 233 Quincy Street to Habitat for Humanity

An Act authorizing the City of Springfield to transfer certain property to Habitat for Humanity.

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 section 16 of chapter 30B of the General Laws or any other general or special law to the contrary, the city of Springfield may directly sell, transfer and convey legal and equitable title to a certain parcel of real property located within the city of Springfield, known as 233 Quincy street, parcel #10015-0077, to Greater Springfield Habitat for Humanity, Inc., for compensation in the amount of \$3,000. The parcel being bounded and described as follows:

Northerly: by Quincy street, 50 feet, more or less;

Easterly: by land now or formerly of Payton Washington, 180 feet, more or less;

Southerly: by land now or formerly of one O'Brien, 50 feet, more or less;

Westerly: by land now or formerly of Empson Brown, 180 feet more or less;

and consisting of approximately 8840 square feet. Said parcel being the same premises conveyed to John Owens, Sr. and John Owens, Jr. by deed to John Owens, Sr., dated June 11, 1996 and recorded at the Hampden county registry of deeds at book 9517 and page 276; and being the same premises taken by final judgment for failure to pay taxes by the city of Springfield, dated August 17, 2009, and recorded at the Hampden county registry of deeds at book 17968 and page 416 and in tax lien case 05 TL 132492.

SECTION 2. This act shall take effect upon its passage.



City of Springfield

SCHEDULED

4.24

Meeting: 11/16/15 07:00 PM

Initiator: Thomas Moore

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3260

Order Authorizing Mayor to Execute Quitclaim Deed for the Sale of Parcels on Dwight, Carew & Grosvenor Streets (Mayor Sarno)

Please see attached materials

Please see attached materials

The City of Springfield
In the City Council November 16, 2015

**ORDER AUTHORIZING AND APPROVING THE DISPOSITION OF CERTAIN
REAL PROPERTIES ON CAREW STREET, DWIGHT STREET AND
GROSVENOR STREET IN SPRINGFIELD TO DEVELOP SPRINGFIELD
CORPORATION**

WHEREAS, the City of Springfield (“the City”) is the owner of certain real properties (“the Properties”) located on Dwight Street, Carew Street, and Grosvenor Street and in Springfield. The City came into ownership of the vacant parcel Properties via tax title foreclosure. Said properties are listed as follows:

<u>Street Address</u>	<u>Parcel #</u>
North Side Carew Street	(02360-0018)
North Side Carew Street	(02360-0019)
East Side Dwight Street	(04222-0296)
South Side Grosvenor	(06090-0027)
112 Carew Street	(02360-0021)

WHEREAS, the City issued a Request for Proposals for the disposition and development of the Properties, RFP # 16-031, and received two proposal in response for Site A; and

WHEREAS, the City named DevelopSpringfield as a preferred developer for the Properties as of October 1, 2015, and has completed its due diligence activities on site in accordance with the terms of the preferred development agreement; and

WHEREAS, the City shall receive compensation for the sale of the Properties in the amount of Fifty Thousand dollars and Zero Cents (\$50,000.00), and DevelopSpringfield shall develop the Properties to include two parking lots supportive of the 90 Carew Street Office redevelopment project, and said lots shall help serve as entry/egress and assist with disabled access; and

WHEREAS, DevelopSpringfield shall, as a condition of the acquisition of the Properties, use the Properties for purposes solely set forth in the draft Land Disposition Agreement attached hereto; and

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 Properties from the City to DevelopSpringfield for the total sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00), and authorizes the Mayor to execute a Quitclaim deed in substantially the same form as the attached.

DRAFT**MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)**

KNOW ALL BY THESE PRESENTS that 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, Massachusetts 01103 (“Grantor”), in full consideration of FIFTY THOUSAND **(\$50,000.00)** dollars paid, grants to DEVELOPSRINGFIELD CORPORATION, a nonprofit corporation, with a usual place of business at 1188 Main Street, Springfield, Massachusetts 01103 (“Grantee”), with **QUITCLAIM COVENANTS**, the land in said Springfield, County of Hampden, Commonwealth of Massachusetts, more particularly described in,

“Exhibit A” attached hereto and made a part hereof (said land hereinafter referred to as the “Property”).

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

(1) If Grantee does not complete the planned redevelopment of the parcels (as evidenced by a Certificate of Completion from the City of Springfield Office of Planning and Economic Development), to construct supportive parking, as determined by the City of Springfield Office of Planning and Economic Development, within twelve (12) months of the date of recording of this Quitclaim Deed, ownership of the parcels shall revert back to Grantor at no cost and for no consideration, and the Grantee shall be required to immediately deliver to the Grantor a fully executed Quitclaim Deed for recording at the Hampden County Registry of Deeds; (2) Prior to commencing work of any kind on the parcels, Grantee shall gain Site Plan approval from the City of Springfield Office of Planning and Economic Development, including approval of landscaping and on-site parking; (3) The parcels are sold “as-is” and subject to any and all existing environmental conditions, whether known or unknown, responsibility for which the Grantee hereby agrees to assume; (4) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; and (5) The parcels are sold subject to the covenants set forth in the Land Disposition Agreement entered into by the Grantor and the Grantee on November ___, 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.

To have and to hold the Property, with all of the appurtenances thereof unto the Grantee, its heirs, successors and assigns, forever, so that neither the Grantor or its heirs, successors or assigns or any other person under them shall hereafter have any claim, right or title in or to the Property or any part thereof, but therefrom they are by these presents forever barred and excluded.

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 December, 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 November 16, 2015, attached hereto as Exhibit "C".

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

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

Notary Public
My Commission Expires:

Exhibit A**Legal Description of the Land**

Five (5) parcels of Land acquired by the City through the tax taking process, more particularly described as follows:

- | | |
|----------------------------|--------------|
| 1. North Side Carew Street | (02360-0018) |
| 2. North Side Carew Street | (02360-0019) |
| 3. East Side Dwight Street | (04222-0296) |
| 4. South Side Grosvenor | (06090-0027) |
| 5. 112 Carew Street | (02360-0021) |

Exhibit B

[Land Disposition Agreement]

Exhibit C

[City Council Order]

DRAFT**LAND DISPOSITION AGREEMENT**

This Agreement is made and entered into as of the ___ day of October, 2015 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 **DEVELOP SPRINGFIELD CORPORATION**, a Massachusetts nonprofit corporation, with a principal place of business at 1188 Main Street, Springfield, Massachusetts 01104 (“Redeveloper” as further defined in Section 101(u),) (the City and the Redeveloper being collectively referred to herein as the “Parties” and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, the City is the owner of certain real property known as North Side Carew Street (Parcel #02360-0018), North Side Carew Street (Parcel #02360-0019), East Side Dwight Street (Parcel #04222-0296), South Side Grosvenor (Parcel #06090-0027), and 112 Carew Street (Parcel #02360-0021), Springfield, Massachusetts (herein, the “Property”); and

WHEREAS, the City, acting by and through its Department of Planning and Economic Development, its Office of Procurement, and its Purchase Department and in accordance with Massachusetts General Laws. Chapter 30B section 16, requested proposals for the purchase and redevelopment of the Property through Request for Proposals Bid #16-031 (the “RFP”); and

WHEREAS, on or about October 1, 2015, in accordance with the terms and conditions of the RFP, the City designated the Redeveloper as Preferred Developer of the Property; and

WHEREAS, the City of Springfield seeks to develop the Property for use in accordance with the RFP and the Redeveloper’s proposal in response to the RFP; and

WHEREAS, the Redeveloper intends to redevelop the Property by using the site for two parking lots to act as supportive parking for the office development at 90 Carew Street, including additional accommodations for entry and disabled access; and

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

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP; 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.
- b) “Authorized Agent” shall mean the Chief Development Officer of the City of Springfield, or any person designated by him to act on his behalf.
- c) “Certificate of Completion” shall have the meaning set forth in Section 304 hereof.
- d) “City” shall mean the City of Springfield, Massachusetts.
- e) “Closing” shall have the meaning set forth in Section 204 of this Agreement.
- f) “Closing Date” shall mean the date referred to in Section 204 of this Agreement.
- g) “Codes” shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- h) {Reserved}
- i) “Deed” shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts (“Registry”), whereby the Property is conveyed to the Redeveloper.
- j) “Design Proposal” shall mean a submittal by the Redeveloper that includes a site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.
- k) “Development Review Procedures” shall mean the procedures undertaken by the Office of Planning & Economic Development in completing a Site Plan Review, as set forth in the Codes. Such review will be completed by the issuance of with an approval letter from said department.
- l) “Event of Default” shall have the meaning set forth in Section 702(a).
- m) “Final Drawings and Specifications” shall the mean the complete working drawings and specifications, suitable for bidding, including such drawings and

specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted and approved by the City pursuant to the Codes and the Development Review Procedures.

- n) “Improvements” shall mean the Property is used as two parking lots supportive of the 90 Carew Street and serving as entry and disabled access in accordance with the Redeveloper’s Proposal in Response to the RFP.
- o) “Landers” shall have the meaning set forth in Section 402(b).
- m) “Project” shall mean the permitting, construction and completion of the Improvements.
- u) “Preliminary Drawings and Specifications” shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal approved by the City.

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

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

Section 202: Condition of Land to be Conveyed

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

Section 203: Purchase Price; Payment

The purchase price (“Purchase Price”) for the Property shall be Fifty Thousand Dollars (\$50,000.00) 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 December 31, 2015 or such

other date as may be agreed upon by the parties, and shall occur at the Hampden County Registry of Deeds or another location as may be agreed upon 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 shall be by quitclaim deed of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement and/or in the Plan.

Section 206: Tax Stamps and Other Closing Costs

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

Section 207: Adjustments

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

Section 208: Conditions Precedent to Conveyance

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

- a. Final Drawings and Specifications for the Property have been submitted by the Redeveloper and approved by the City of Springfield Office of Planning and Economic Development as provided in Section 302 hereof.
- b. The Redeveloper has furnished evidence satisfactory to the City that the Redeveloper has adequate equity capital to complete the Project.

c. The Redeveloper has obtained one or more building permits for the Project from the City of Springfield Inspectional Services Department and has paid all application fees in connection therewith, and the improvements described in the building permit(s) are in accordance with the Final Drawings and Specifications approved by the City pursuant to Section 302 hereof.

d. The sale has been approved by City Council.

The Parties agree that the City shall have the sole discretion to make conveyance of the Property to the Redeveloper in the event that one or more of the above conditions have not been met.

Section 209: Default by City

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

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

Section 210. Representations and Warranties

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

1. The City owns good, clear record and marketable fee simple title to the Property.

2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or Seller's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.

3. There are not leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.

4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.

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

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

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

1. The Redeveloper is a domestic for-profit corporation duly created and validly existing under the laws of the Commonwealth of Massachusetts.

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

delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.

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

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

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

1. Devote the Property for redevelopment in accordance with this Agreement, the Deed, and the Codes, as they may be amended from time to time;

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

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

c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Redeveloper agrees to submit to the City all materials regarding its sales program (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. The Redeveloper shall not proceed with any aspect of its sales program to which the City objects, and agrees to follow all reasonable suggestions of the City with respect thereto.

d. The Redeveloper agrees for itself, its successors and assigns, that at all

times the Property shall be open to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the Final Drawings and Specifications subject to the approval of the City's Office of Planning and Economic Development and to the applicable standards and controls of the Codes.

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

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

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

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

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

and approved, Final Drawings and Specifications for that portion of the work to be performed.

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

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

Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the City's Office of Planning and Economic Development, approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a "material deviation" will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would effect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, or (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements. If the City's Office of Planning and Economic Development neither approves nor disapproves the proposed change in writing within sixty (60) days of receipt of such the request to Material Change Order, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of a Material Change Order shall be in accordance with the provisions of Section 9.07 hereof.

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

Section 303: Construction of the Improvements.

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

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

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

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

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

Section 304: When Improvements Completed; Certificate of Completion

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

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

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

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

Section 305: Prompt Payment of Obligations

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

ARTICLE IV TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

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

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it shall have complied with the following conditions:

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

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting

only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

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

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

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

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

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, the Redeveloper, with approval of the City, shall be allowed to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, 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 shall give prior written notice to the City of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

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

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

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

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

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

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

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

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

Section 405: Additional Encumbrances

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

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

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

of Completion. The City does not agree to indemnify the Redeveloper.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

Subject to Section 604(f) below:

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

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

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

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

Section 602: Non-Cancellation Clause

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

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

If the Redeveloper, its successors and assigns, at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required

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

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

- a. Whenever any Improvements, or any part thereof, constructed in the Property or an individual part thereof shall have been damaged or destroyed prior to the expiration of this Agreement, or until such date thereafter to which such term may be extended by proper amendment of the Plan, or for two (2) years from the date hereof, whichever is longer, the Redeveloper while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights Lenders permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.
- b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.
- c. The Redeveloper, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such mortgagee and the rights of the City.
- d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.
- e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have

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

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

Section 605: Commencement and Completion of Reconstruction

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

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

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

If the Redeveloper shall fail or refuse to submit Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence satisfactory to the City that it has the necessary equity capital and commitments for mortgage financing as provided in Section 208 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Redeveloper or with respect to the identity of the parties in

control of the Redeveloper or degree thereof, the City shall have the right to retain the deposit, if any, held by it pursuant to this Agreement as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the City on the part of the Redeveloper; and the City may, upon such failure or refusal, in its sole discretion terminate, by thirty (30) days prior written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit. In the event there is no such deposit, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

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

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

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

“Event of Default” shall be deemed to exist.

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

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

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

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;

3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

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

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

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

Section 703: Notices of Breaches to Lenders

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

Section 704: Lender May Cure Breach of Redeveloper

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

b. In the event any Lender elects to complete the Improvements as herein

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

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

Section 705: Remedies for Other Breaches

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

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

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

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

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

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

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

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

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the

City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

Section 803: How Agreement Affected by Provisions Being Held Invalid

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

Section 804: Covenants to be Enforceable by City

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

Section 805: Compliance with Laws

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

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

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such

member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

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

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

Section 807: Approvals and Notices

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

Redeveloper: John A. Minkarah, President and CEO
Develop Springfield Corporation
1182 Main Street,
Springfield, MA 01103

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

with a copy to: Office of the City Solicitor

Attn: Associate City Solicitor
 Thomas D. Moore, Esq.
 70 Tapley Street
 Springfield, MA 01104

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

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

Section 808: Matters to be Disregarded

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

Section 809: Obligations to Continue

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

Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party,

fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Property for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

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

Section 812: Agreement Binding on Successors and Assigns

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

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

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

Section 813: Obligation to Pay Costs

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

Section 814: Waivers

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

Section 815: Environmental and Other Regulatory Matters

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

a. MEPA. At the time of execution of this Agreement it is not known whether the Massachusetts Environmental Protection Act, M.G.L. Sec. 61-62H ("MEPA"), applies to the construction of the Improvements. If a determination is made by the Department of Environmental Protection that MEPA does apply, then Redeveloper shall bear all costs, without limitation, of either party in obtaining the necessary approvals from the Department of Environmental Protection.

b. Hazardous materials. By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the "Indemnified Parties" and individually an "Indemnified Party") harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys' or other professional fees and expenses) which the City may incur on account of the Redeveloper's breach of its obligations under this Section 815 and now or thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "Massachusetts Contingency Plan") and/or lead and asbestos (hereinafter collectively "Hazardous

Materials”) on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue) or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental City shall be performed by Redeveloper, and its successors and assigns, at Redeveloper’s, and its successors’ and assigns’, sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

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

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

Section 816: Other Documents

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

Section 817: Disclosure Representation and Warranty

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

Section 819: Business Days

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

Section 820: Counterparts; Interpretation of this Agreement

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

Section 821: Governing Law

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

Section 822: Waiver of Jury Trial; Venue

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

Section 823: Recording

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

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

IN WITNESS WHEREOF, on the ____ day of _____, 2015,
 Springfield, Massachusetts, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

DEVELOPSPRINGFIELD CORPORATION

CITY OF SPRINGFIELD

 By:
 Title:
 Date Signed _____

 Name:
 Title: Chief Development Officer
 Date Signed _____

Approved as to Procurement:

 Chief Procurement Officer

Approved as to appropriation:

 Name:
 Title: City Comptroller
 Date Signed _____

Approved as to Form

 Name:
 Title: Associate City Solicitor
 Date Signed _____

Approved as to Form

 Name:
 Title: Finance Department
 Date Signed _____

 DOMENIC J. SARNO, Mayor
 Date signed _____

APPROVED:

Attachment: Order Approving Transfers Dwight, Carew, Grosvenor (3260 : Order Authorizing Mayor to Execute Quitclaim Deed for Parcels on

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

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

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

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

Notary Public,
My commission expires:

Exhibit A

A certain parcel of land, with the buildings thereon, known as:

PARCEL 1

BEGINNING on the northerly side of Carew Street at the southwesterly corner of a tract of land now or lately owned by one Kendrick, Running thence NORTHERLY by said last named land, one hundred fifteen (115) feet; thence running WESTERLY in line parallel with said Carew Street, fifty-five (55) feet to land now or lately of Carew Street Baptist Church; thence SOUTHERLY on the easterly line of the last named land, one hundred fifteen (115) feet to Carew Street; and then EASTERLY on said Carew Street, fifty-five (55) feet to the place of beginning.

PARCEL 2

SOUTHERLY	by Winthrop Street, seventy-five (75) feet;
WESTERLY	by land now or formerly of Lewis G. Putney, about one hundred
eight and	
	91/100 (108.91) feet;
NORTHERLY	by land lately of Emily. Wilcox, Trustee, seventy-five (75) feet;
and	
EASTERLY	by land now or formerly of Gartrude M. Munsell; et als, about one
	hundred seven and 08/100 (107.08)

PARCEL 3

BEGINNING on the easterly side of North Street at the northwest corner land now formerly of Ward 1, Baptist Mission Society at a point distant northerly one hundred fifteen (115) from Carew Street, and running thence EASTERLY by last named land and land now or formerly of J.O. Tuttle parallel with the northerly line of Carew Street about one hundred eighteen and 3/12 (118 3/12) feet to land now or formerly of one Miner; thence NORTHRLY by land now or formerly of said Miner and land now formerly of one Tucker sixty and 5/12 (60 5/12) feet to land now or formerly of said Tucker; ten WESTERLY by land now or formerly of said Tucker one hundred twenty (120) feet to said North Street; and thence SOUTHERLY by said North Street about sixty and 3/12 (60 3/12) feet to the point of beginning.

PARCEL 4

BOUNDED NORTHERLY by Grosvenor Street, one hundred (100) feet; EASTERLY by land now or formerly of one Dudick, ninety-seven (97) feet; SOUTHERLY by land now of formerly of one Hogan, one hundred (100) feet; and WESTERLY by Dwight Street, formerly known as North Street, ninety-six and 25/100 (96.25) feet.

PARCEL 5

Land, with building thereon known as 11 Grosvenor Street and 1061 Dwight Street, and being the parcel described in a deed recorded June 15, 1979 in Hampden County Registry of Deeds, Book 4782, Page 8, and supposed to contain about 16855 feet.



City of Springfield

SCHEDULED

Meeting: 11/16/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3252 A

4.25

Bills of Prior Year - Various Departments (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached Schedule One may pay bills from a previous fiscal year totaling \$14,206.11; and

WHEREAS, the departments listed on Schedule One will make payment for unpaid bills of a previous fiscal year from their FY16 General Fund Operating Budgets; and;

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY16 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

Department	Invoice #	Vendor	Date	Reason	Amount
Building Code	N/A	Paul Campbell	5/20/2015	Reimbursement for completion of an examination	\$ 130.00
DPW	15-0157	Kelley & Ryan Associates, Inc.	5/18/2015	Demand Notice Billing from May 2015	\$ 6,164.15
DPW	15-0160	Kelley & Ryan Associates, Inc.	5/18/2015	Demand Notice Billing from May 2015 (2nd Invoice)	\$ 18.98
Treasurer	193-837713	Garda	11/1/2013	November Services Rendered	\$ 929.40
Treasurer	299-514113	Garda	11/30/2013	November Services Rendered	\$ 268.26
Treasurer	195-044913	Garda	12/1/2013	December Services Rendered	\$ 929.40
Treasurer	196-116514	Garda	1/1/2014	January Services Rendered	\$ 929.40
Treasurer	241-227614	Garda	1/31/2014	January Services Rendered	\$ 3,150.03
Treasurer	197-207814	Garda	2/1/2014	February Services Rendered	\$ 929.40
Treasurer	824117	Pitney Bowes	7/25/2014	Postage Meter Maintenance	\$ 366.97
Treasurer	828672	Pitney Bowes	7/26/2014	Postage Meter Maintenance	\$ 390.12
TOTAL					\$ 14,206.11

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: November 10, 2015
Re: Order for Council Meeting – November 16, 2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 16, 2015 Council meeting, which will pay prior years' invoices totaling \$14,206.11.

Background: This is a request to allow various City departments to pay previous years bills from the current year (FY16) budget. Listed below are the department invoices, due dates, reason and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
Building Code	N/A	Paul Campbell	5/20/2015	Reimbursement for completion of an examination	\$ 130.00
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Treasurer	828672	Pitney Bowes	7/26/2014	Postage Meter Maintenance	\$ 390.12
TOTAL					\$ 14,206.11

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 - BOPs (Various Departments) (3252 : Bills of Prior Year - Various Departments)