



## **CITY OF SPRINGFIELD**

City Clerk's Office 12/2/2015 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 December 7, 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 December 7, 2015 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

### ***Communications***

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

**ATTACHMENTS:**

- October Revenue Vs. Expenditure Report (PDF)

### ***Reports of Committee***

### **Hearing**

- (3.) For a Special Permit for a Changing Image Sign, Exceeding Twenty Four (24) Square Feet, at the Property Known as 603 East Columbus Avenue (04303-0595), as Allowed by M.G.L. and the Springfield Zoning Ordinance, Article 9, Section 9.3.70.

Request: See Above  
Owner: Balise Automotive Realty, LP  
By: Timothy Ryan, Esquire  
Petitioner: Balise Automotive Realty, LP  
By: Timothy Ryan, Esquire

**ATTACHMENTS:**

- 603\_E\_Columbus\_Ave\_Tax\_Formal (PDF)
- E\_Columbus\_Ave\_603\_2015 (PDF)

### **Informational**

- (4.) Olney Avenue

**ATTACHMENTS:**

- Olney ave. Plan (PDF)

- 10-28-2015 notice of meeting CMA Olney Street (PDF)

(5.) Olney Street

**ATTACHMENTS:**

- 10-28-2015 notice of meeting CMA Olney Street (PDF)
- Olney ave. Plan (PDF)

**Grants**

(6.) MMRS Grant - No Match - \$75,000.00 (Mayor Sarno)

**ATTACHMENTS:**

- FFY15 MMRS Grant Set-Up Form (PDF)
- FFY15 MMRS Grant Award Letter (PDF)

(7.) Jail Diversion Program Grant - No Match Required (\$140,000) (Mayor Sarno)

**ATTACHMENTS:**

- CIT GRANT SET UP (PDF)
- CIT PD grant (PDF)

**General Business**

(8.) Transfer from Self Insurance Stabilization Fund to Law Settlement Claims Account (\$200,184.01) (Mayor Sarno)

**ATTACHMENTS:**

- WMECO settlement agreement (PDF)
- CAFO Certification - Law Settlements Transfer (DOCX)

(9.) (ID # 3285) - Amending Ordinance Chapter 49 - Establishment of Colony Hills Local Historic District

Please see the attached materials

**ATTACHMENTS:**

- Chapter 49.14 - Colony Hills Local Historic District (PDF)

(10.) An Act Filling Vacancies in Ward Seats of the City Council by Special Election

(11.) Senior Center Bond Authorization - \$11,200,000 (Mayor Sarno)

**ATTACHMENTS:**

- CAFO Cert - Senior Center Construction (DOCX)

(12.) FY16 Snow & Ice Deficit Spending Authority (Mayor Sarno)

(13.) Reserve for Contingencies to Parks - \$35,000 (Mayor Sarno)

**ATTACHMENTS:**

- CAFO Certification - Parks Stabilization Transfer (PDF)

(14.) Prohibition on the Sale of Loose Cigars

(15.) Bill of Prior Year - Office of Procurement - \$7,430.50 (Mayor Sarno)

**ATTACHMENTS:**

- CAFO Certification - Procurement BOPY (PDF)
- Procurement BOPY - Republican 2015 (PDF)

(16.) 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)

(17.) City Council Agenda

(18.) (ID # 3286) - Taxicabs and Livery Vehicles - Definitions

**Suspension of Rules**

(19.) Puerto Rico Chapter 9 Uniform



# City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Pat Burns  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3283

**A.1**

## October Revenue Vs Expenditure Report (Mayor Sarno)

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

For the period ended  
10/31/15

| Revenues and Other Sources:                                                                       | Revised<br>Budget  | Actual                | Variance<br>Over/(Under) | %          |
|---------------------------------------------------------------------------------------------------|--------------------|-----------------------|--------------------------|------------|
| Real Estate & Personal Property Taxes                                                             | 176,662,920        | \$ 77,727,621         | \$ (98,935,299)          | 44%        |
| Real Estate & Personal Property Taxes - Tax Liens                                                 | -                  | 1,100,337             | 1,100,337                | 0%         |
| Motor Vehicle Excise                                                                              | 9,800,000          | 1,339,726             | (8,460,274)              | 14%        |
| Penalties, interest and other taxes                                                               | 5,153,730          | 1,068,308             | (4,085,422)              | 21%        |
| Charges for Services                                                                              | 12,997,997         | 3,958,417             | (9,039,580)              | 30%        |
| Intergovernmental                                                                                 | 356,360,480        | 116,776,276           | (239,584,204)            | 33%        |
| MSBA Payments                                                                                     | 12,933,936         | -                     | (12,933,936)             | 0%         |
| Licenses and Permits                                                                              | 8,475,133          | 1,437,821             | (7,037,312)              | 17%        |
| Fines and Forfeits                                                                                | 450,180            | 164,935               | (285,245)                | 37%        |
| Interest earned on Investments                                                                    | 1,346,859          | 158,216               | (1,188,643)              | 12%        |
| Miscellaneous                                                                                     | 10,730,568         | 5,055,573             | (5,674,995)              | 47%        |
| FY 2015 Net School Spending Shortfall (a.)                                                        | 9,513,484          | 9,513,484             | -                        | 100%       |
| Stabilization Reserves                                                                            | 150,000            | 150,000               | -                        | 100%       |
| Other Financing Sources                                                                           | -                  | 239,518               | 239,518                  | 0%         |
| <b>Total Revenues and Other Sources</b>                                                           | <b>604,575,287</b> | <b>218,690,233</b>    | <b>(385,885,054)</b>     | <b>36%</b> |
| <b>Expenditures and Other Uses:</b>                                                               |                    |                       |                          |            |
| General government                                                                                | 19,766,285         | 9,291,273             | 10,475,013               | 47%        |
| Public safety                                                                                     |                    |                       |                          |            |
| Police                                                                                            | 41,251,354         | 12,934,847            | 28,316,507               | 31%        |
| Fire                                                                                              | 21,413,297         | 6,972,127             | 14,441,171               | 33%        |
| Centralized Dispatch                                                                              | 1,828,958          | 706,866               | 1,122,092                | 39%        |
| Other                                                                                             | 3,725,627          | 1,606,677             | 2,118,950                | 43%        |
| Health and Welfare                                                                                | 4,845,997          | 1,635,528             | 3,210,469                | 34%        |
| Public works                                                                                      | 9,987,467          | 5,429,377             | 4,558,090                | 54%        |
| Education                                                                                         | 388,082,158        | 110,200,511           | 277,881,647              | 28%        |
| Culture and recreation                                                                            | 12,071,929         | 5,715,540             | 6,356,389                | 47%        |
| Pension and fringe                                                                                | 55,932,636         | 38,096,237            | 17,836,399               | 68%        |
| State and district assessments                                                                    | 3,299,435          | 1,088,455             | 2,210,980                | 33%        |
| Debt Service                                                                                      | 36,395,462         | 29,244,843            | 7,150,619                | 80%        |
| Pay as you go Capital                                                                             | 1,932,506          | 284,586               | 1,647,920                | 15%        |
| Other Financing Use - Trash Enterprise Supplement                                                 | 4,042,175          | 4,042,175             | -                        | 100%       |
| <b>Total Expenditures and Other Uses</b>                                                          | <b>604,575,287</b> | <b>227,249,040</b>    | <b>377,326,247</b>       | <b>38%</b> |
| <b>Excess (deficiency) of revenues<br/>and other sources over<br/>expenditures and other uses</b> | <b>-</b>           | <b>\$ (8,558,807)</b> | <b>\$ (8,558,807)</b>    |            |

(a.) The FY 2015 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS  
Budget and Actual - General Fund  
Expenditures and Encumbrances

For the period ended  
10/31/15

Expenditures and Other Uses:

|                                                   | Original<br>Budget | Transfers<br>In/(Out) | Revised<br>Budget | Expenditure | Encumbrance | Variance<br>Over/(Under) | %    |
|---------------------------------------------------|--------------------|-----------------------|-------------------|-------------|-------------|--------------------------|------|
| General government                                | 19,657,285         | 109,000               | 19,766,285        | 6,700,195   | 2,591,077   | 10,475,013               | 47%  |
| Public safety                                     |                    |                       |                   |             |             |                          |      |
| Police                                            | 41,251,354         | -                     | 41,251,354        | 12,292,327  | 642,520     | 28,316,507               | 31%  |
| Fire                                              | 21,413,297         | -                     | 21,413,297        | 6,744,844   | 227,283     | 14,441,171               | 33%  |
| Centralized Dispatch                              | 1,828,958          | -                     | 1,828,958         | 704,358     | 2,508       | 1,122,092                | 39%  |
| Other                                             | 3,725,627          | -                     | 3,725,627         | 1,102,697   | 503,980     | 2,118,950                | 43%  |
| Health and Welfare                                | 4,845,997          | -                     | 4,845,997         | 1,514,796   | 120,732     | 3,210,469                | 34%  |
| Public works                                      | 9,987,467          | -                     | 9,987,467         | 4,785,385   | 643,992     | 4,558,090                | 54%  |
| Education                                         | 378,568,673        | 9,513,485             | 388,082,158       | 80,428,750  | 29,771,760  | 277,881,647              | 28%  |
| Culture and recreation                            | 12,030,929         | 41,000                | 12,071,929        | 4,679,410   | 1,036,130   | 6,356,389                | 47%  |
| Pension and fringe                                | 55,932,636         | -                     | 55,932,636        | 37,436,237  | 660,000     | 17,836,399               | 68%  |
| State and district assessments                    | 3,299,435          | -                     | 3,299,435         | 1,088,455   | -           | 2,210,980                | 33%  |
| Debt Service                                      | 36,395,462         | -                     | 36,395,462        | 29,244,843  | -           | 7,150,619                | 80%  |
| Pay as you go Capital                             | 1,932,506          | -                     | 1,932,506         | 14,700      | 269,886     | 1,647,920                | 15%  |
| Other Financing Use - Trash Enterprise Supplement | 4,042,175          | -                     | 4,042,175         | 4,042,175   | -           | -                        | 100% |
| Total Expenditures and Other Uses                 | 594,911,802        | 9,663,485             | 604,575,287       | 190,779,171 | 36,469,869  | 377,326,247              | 38%  |


**City of Springfield**

36 Court Street  
Springfield, MA 01103

Meeting: 12/07/15 07:00 PM  
Department: Economic Development  
Category: Special Permit  
Prepared By: Phil Dromey  
Initiator: Phil Dromey  
Sponsors:  
DOC ID: 3229

**TABLED**

**PETITION (ID # 3229)**

**For a Special Permit for a Changing Image Sign, Exceeding  
Twenty Four (24) Square Feet, at the Property Known as 603  
East Columbus Avenue (04303-0595), as Allowed by M.G.L.  
and the Springfield Zoning Ordinance, Article 9, Section  
9.3.70.**

|             |                              |
|-------------|------------------------------|
| Request:    | See Above                    |
| Owner:      | Balise Automotive Realty, LP |
| By:         | Timothy Ryan, Esquire        |
| Petitioner: | Balise Automotive Realty, LP |
| By:         | Timothy Ryan, Esquire        |

**HISTORY:**

**10/26/15** City Council

**REFER TO COMMITTEE**

**Next: 11/23/15**

**11/23/15** City Council

**LAY ON TABLE**

**Next: 12/07/15**

**To The City Council of the City of Springfield:**  
*The undersigned respectfully petition your honorable body*

for a special permit for a changing image sign, exceeding twenty four (24) square feet, at the property known as 603 East Columbus Avenue (04303-0595), as allowed by M.G.L. and the Springfield Zoning Ordinance, Article 9, Section 9.3.70.

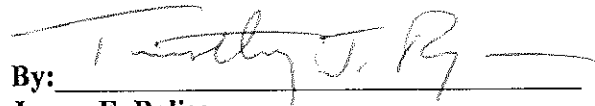
**Mailing Address:**

1399 Riverdale Street  
 West Springfield, MA 01089

**Owner & Petitioner:**

**Balise Automotive Realty, LP**

I hereby certify that I am the owner and petitioner or acting on behalf of the owner and petitioner.

By: 

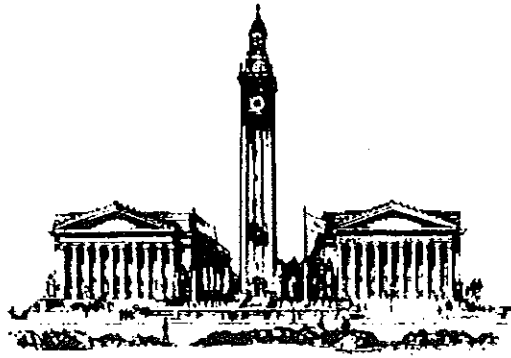
**James E. Balise**

*As Attorney For*

*Balise Automotive Realty LP*

Attachment: 603 E Columbus Ave Tax Form (3229 : 603 East Columbus Avenue)

Stephen J. Lonergan  
*Collector/Treasurer*



THE CITY OF  
SPRINGFIELD, MASSACHUSETTS

September 16, 2015

## Special Permit Tax Certification

I certify that all identifiable real estate, personal property and excise taxes have been paid by the petitioner and/or landlord associated with the special permit request shown below:

Special Permit: 683 East Columbus Avenue – (04303-0595)

Petitioner: Balise Automotive Realty LP

Property Owner: Balise Automotive Realty LP (James E. Balise)

Stephen J. Lonergan: Treasurer/Collector

Attachment: 603 E Columbus Ave Tax Formal (3229 : 603 East Columbus Avenue)

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT  
ANALYSIS FOR A SPECIAL PERMIT**

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**603 EAST COLUMBUS AVENUE  
CHANGING IMAGE SIGN EXCEEDING TWENTY FOUR (24) SQUARE FEET**

*General Information*

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|                                                       |                                                                                  |
|-------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Petitioner:</b>                                    | Balise Automotive Realty, LP                                                     |
| <b>Request:</b>                                       | To install a changing image ground sign, exceeding twenty four (24) square feet. |
| <b>Proposed use of the property:</b>                  | Auto dealership                                                                  |
| <b>Parcel Size:</b>                                   | 167,820 s.f.                                                                     |
| <b>Compatibility with current planning documents:</b> | The South End neighborhood plan shows no changes to this area.                   |
| <b>Neighborhood council notification:</b>             | South End Citizens Council: 10-7-15                                              |
| <b>Tax Status:</b>                                    | SEE ATTACHED                                                                     |
| <b>Site Visit:</b>                                    | 10-8-15                                                                          |
| <b>Hearing Date:</b>                                  | 10-26-15                                                                         |

**Neighborhood characteristics:**

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The property is located in the South End neighborhood and is located in an area with primarily commercial/industrial uses. The surrounding land uses include:

- To the north are an office building and additional automotive sales zoned Industrial A.
- To the south is a commercial office complex zoned Industrial A.
- To the east is the new Rescue Mission zoned Business B.
- To the west is interstate 91.

**Site plan review:**

The petitioner has requested a special permit to install a changing image ground sign, which will exceed twenty four (24) square feet, at the property known as 603 East Columbus Avenue. This is currently the location of the newly renovated Balise/Hyundai automotive dealership. The plans submitted indicated that the proposed changing image sign portion of the sign will have a total of three hundred (300) square feet with the total square footage of the sign to be four hundred and seventy five (475) square feet. After reviewing the plans and visiting the site, the staff has the following comments.

First and foremost, the staff certainly wants to stress that it recognizes and applauds the significant financial investment that has been made at this location, however, the staff does have very strong concerns about this proposal. The main concern that the staff has with this proposed sign is its overall size. As noted above, the

proposed changing image portion of this sign will have a total of three hundred (300) square feet. This is currently more than twelve (12) times larger than what is currently allowed by-right under the current zoning regulations. Further, the overall size of the ground sign is proposed to be four hundred and seventy five (475) square feet, which is almost five (5) times larger than what is currently allowed for a ground sign in a commercial district. Under the current zoning regulations, a ground sign is allowed to be no larger than one hundred (100) square feet.



Again, while the staff recognizes the investment made at this location and understands that this is a long established business, the staff fails to grasp the need for such a large sign. While the staff concedes the need for signage to advertise a particular business, this site currently has very good visibility from not only East Columbus Avenue but also Interstate 91. There are also numerous wall signs already located on the new building which, again, can clearly be seen from both East Columbus Avenue and I-91. The staff firmly believes that installing a ground sign, which meets the underlying regulations or is even slightly larger, would be more than adequate to meet the advertising needs of this business. Additionally, the staff is very concerned about the precedent that would be set, across the City, by allowing such a large sign. Further, due to the fact that this sign exceeds the underlying zoning regulations, in addition to the special permit from the City Council, a variance is also going to be needed from the Springfield Board of Appeals.

Additionally, it needs to be noted that the proposed sign will have an overall height of forty five (45) feet. Under the current zoning regulations, a ground sign is allowed to be no higher than thirty (30) feet, unless the business is located along the I-91 corridor. In that case, a sign is allowed to go ten (10) feet higher than the elevation of the highway. If the elevation of I-91 is thirty five (35) feet at the point where this sign is to be installed, then the sign would be allowed to be forty five feet (45) high. If not, an additional variance will be required. At the time this analysis was being drafted, that information had not yet been provided by the petitioner.

Lastly, it needs to be stressed that under the current zoning regulations, a changing image sign is not allowed to show moving images. It is unclear to the staff as to whether this proposed sign will show static or moving images. If this sign is proposed to show moving images, an additional variance will be required by the Board of Appeals as movement is specially prohibited under the current zoning regulations. It also needs to be stressed that only advertisements for the on premise uses can be shown on this sign. This sign cannot be used to advertise off-site businesses and/or events, as this would then be considered to be a billboard.

If after balancing the opposing views, the Council decides to approve this proposed sign, the staff would strongly recommend that conditions be placed on the permit. These conditions should include that the changing image sign should not be allowed to contain moving or scrolling graphics, the sign should be turned off when the site is not in operation and that this sign shall not be installed until a variance has been approved by the Board of Appeals.

*Recommendation*

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Not to approve.

*Recommended Conditions: (IF APPROVED)*

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1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for changing image sign, exceeding twenty four (24) square feet, at the property known as 603 East Columbus Avenue (04303-0595).
3. The use shall be developed as per the attached plans and elevations, with the addition of conditions #4 through #9.
4. Any and all variances required from the Springfield Board of Appeals shall be obtained prior to issuing a sign permit.
5. This sign not flash, rotate, make noise; sparkle, twinkle or purposely reflect sunlight; move, or give the illusion that the sign is moving.
6. The images and characters on this sign shall not move or refresh at a rate faster than once every ten (10) seconds.
7. This sign shall be used to display information about on premise uses or activities only and shall not contain information about off premise uses, activities or businesses.
8. The sign shall be turned off when the business is not in operation.
9. There shall be no additional changing image signs located on the property.
10. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in enforcement by the Code Enforcement Department punishable by fine of up to \$200 per day for each day a violation exists.

Stephen J. Loneragan  
*Collector/Treasurer*



THE CITY OF  
SPRINGFIELD, MASSACHUSETTS

September 16, 2015

## Special Permit Tax Certification

I certify that all identifiable real estate, personal property and excise taxes have been paid by the petitioner and/or landlord associated with the special permit request shown below:

Special Permit: 683 East Columbus Avenue – (04303-0595)

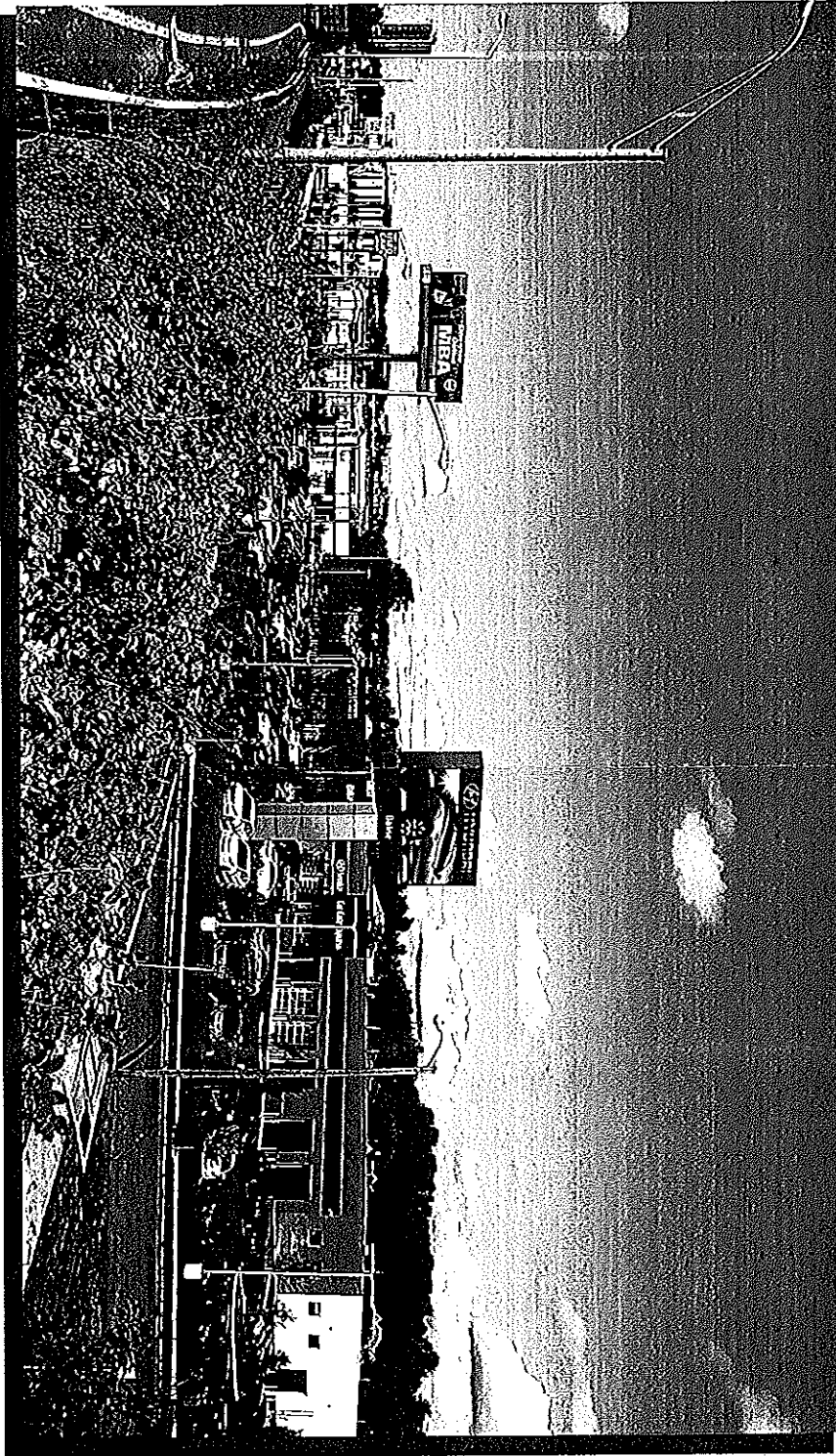
Petitioner: Balise Automotive Realty LP

Property Owner: Balise Automotive Realty LP (James E. Balise)

Stephen J. Loneragan: Treasurer/Collector

Attachment: E\_Columbus\_Ave\_603\_2015 (3229 : 603 East Columbus Avenue)



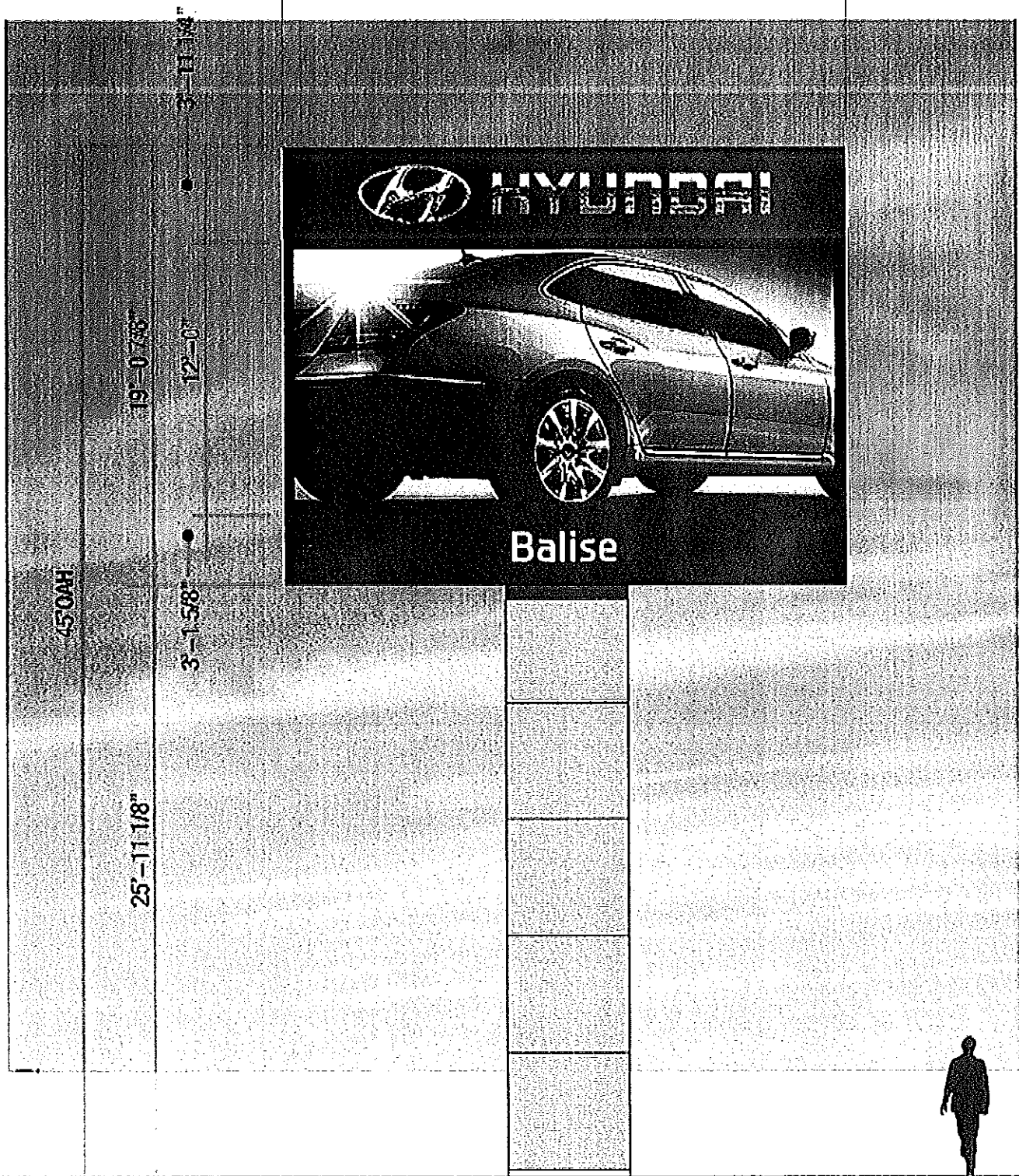


View From I-91 N

MA053 Balise Hyundai  
9/14/15

GDSI-451-45-EMB-SP  
Custom EMB Sign @ 45' H

25'-0"

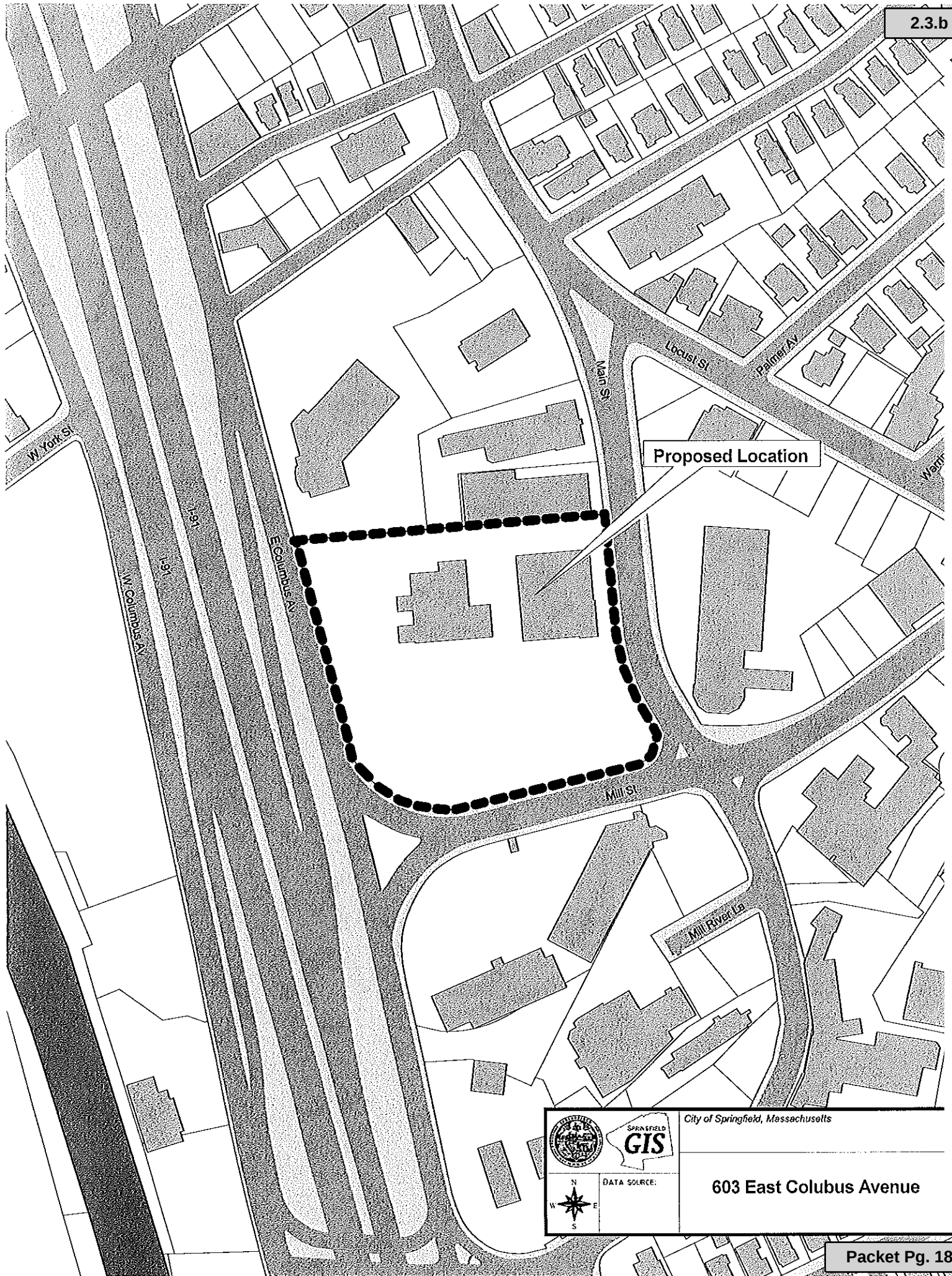


Attachment: E\_Columbus\_Ave\_603\_2015 (3229 : 603 East Columbus Avenue)

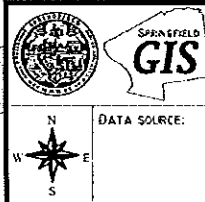
MA053 Balise Hyundai  
9/12/15

GDSI-451-45-EMB-SP  
Custom EMB Sign @ 45' H

**AGI** YOUR IMAGE.  
OUR PRIORITY.  
ARCHITECTURAL GRAPHICS INC



Attachment: E\_Columbus\_Ave\_603\_2015 (3229 : 603 East Columbus Avenue)



City of Springfield, Massachusetts

DATA SOURCE:

603 East Columbus Avenue


**City of Springfield**

36 Court Street  
Springfield, MA 01103

**SCHEDULED**
**PETITION (ID # 3271)**

Meeting: 12/07/15 07:00 PM  
Department: Department of Public Works  
Category: General  
Prepared By: Hector Velez  
Initiator: Hector Velez  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3271

## **Olney Avenue**

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 30, 2015

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

The Board of Public Works, to which was referred the petition of the Columbia Gas of Massachusetts, dated September 29, 2015 to install an underground gas main to provide service to house #3 Wilmington Avenue. Starting at the end of existing two (2") inches plastic main on Olney Ave, approximately eighty (80') feet of Gresham Street, CMA will install a plastic gas main two (2") inches pipe ten (10') feet north of the south line of Olney Avenue. The main pipe will be run approximately seventy (70') feet and continuing with a 90 degree south down Wilmington Avenue three (3') feet east of the west line of Wilmington Avenue for approximately fifty (50') feet, all as substantially shown on a plan attached with Project ID 15-30011, which is incorporated herein by reference and to lay and maintain underground pipes for the purpose of service new clients, 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 October 28, 2015 at 5:00 P.M. at the corner of Olney Avenue and Wilmington Avenue Springfield, MA, after due notice from the office of the City Clerk. 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 improve the quality of service in this area.

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.

\_\_\_\_\_ )

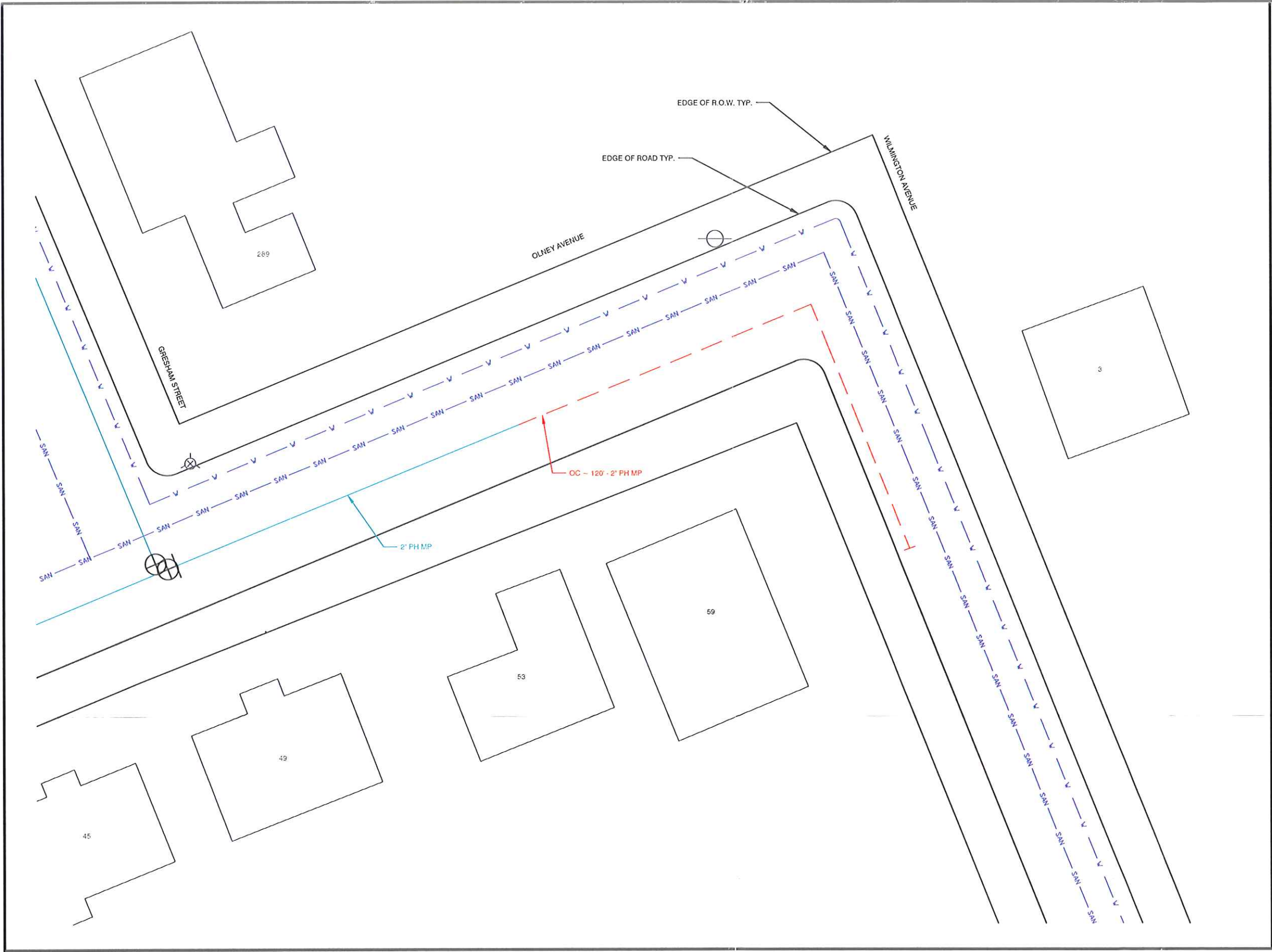
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BOARD OF PUBLIC WORKS

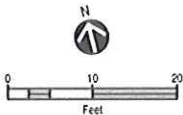
Petition (ID # 3271)

Meeting of December 7, 2015

\_\_\_\_\_ )



Know what's below.  
Call before you dig.



PROPOSED

REVISIONS

| REV. # | DATE    | DESCRIPTION     |
|--------|---------|-----------------|
| 0      | 8-10-15 | PRELIM. DRAWING |

|              |      |         |              |
|--------------|------|---------|--------------|
| DESIGNED BY  | RFB  | 9-10-15 | 413-784-2490 |
| DRAWN BY     | RFB  | 9-10-15 | 413-784-2490 |
| CHECKED BY   | TAD  | X       | X            |
| ASSEMBLED BY | X    | X       | X            |
|              | NAME | DATE    | PHONE #      |

SITE NAME:

JO# 15-0826287-00  
JO#  
PROJECT ID# 15-30011  
3 WILMINGTON AVENUE  
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

L-1

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

**DATE:** October 12, 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 28, 2015**

**NOTICE OF MEETINGS**

**Wednesday– October 28, 2015 – At the corner of Olney Ave. with Wilmington Ave. at 5:00 P.M.**

Minutes of Previous Meeting  
Communications  
Old Business

**Columbia Gas of Massachusetts**  
New Business – OLNEY AVE:

HEARING RE: To install 70 feet of 2 inches gas main extension.

Attachment: 10-28-2015 notice of meeting CMA Olney Street (3271 : Olney Avenue)


**City of Springfield**

36 Court Street  
Springfield, MA 01103

**SCHEDULED**
**PETITION (ID # 3284)**

Meeting: 12/07/15 07:00 PM  
Department: Department of Public Works  
Category: General  
Prepared By: Hector Velez  
Initiator: Hector Velez  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3284

## **Olney Street**

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 30, 2015

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

The Board of Public Works, to which was referred the petition of the Columbia Gas of Massachusetts, dated September 29, 2015 to install an underground gas main to provide service to house #3 Wilmington Avenue. Starting at the end of existing two (2") inches plastic main on Olney Ave, approximately eighty (80') feet of Gresham Street, CMA will install a plastic gas main two (2") inches pipe ten (10') feet north of the south line of Olney Avenue. The main pipe will be run approximately seventy (70') feet and continuing with a 90 degree south down Wilmington Avenue three (3') feet east of the west line of Wilmington Avenue for approximately fifty (50') feet, all as substantially shown on a plan attached with Project ID 15-30011, which is incorporated herein by reference and to lay and maintain underground pipes for the purpose of service new clients, 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 October 28, 2015 at 5:00 P.M. at the corner of Olney Avenue and Wilmington Avenue Springfield, MA, after due notice from the office of the City Clerk. 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 improve the quality of service in this area.

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.

Sheet 2 of 2

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.

## CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 30, 2015

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

The Board of Public Works, to which was referred the petition of the Columbia Gas of Massachusetts, dated September 29, 2015 to install an underground gas main to provide service to house #3 Wilmington Avenue. Starting at the end of existing two (2") inches plastic main on Olney Ave, approximately eighty (80') feet of Gresham Street, CMA will install a plastic gas main two (2") inches pipe ten (10') feet north of the south line of Olney Avenue. The main pipe will be run approximately seventy (70') feet and continuing with a 90 degree south down Wilmington Avenue three (3') feet east of the west line of Wilmington Avenue for approximately fifty (50') feet, all as substantially shown on a plan attached with Project ID 15-30011, which is incorporated herein by reference and to lay and maintain underground pipes for the purpose of service new clients, reports thereon as follows:

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

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

\_\_\_\_\_) )  
\_\_\_\_\_) ) BOARD OF PUBLIC WORKS

Petition (ID # 3284)

Meeting of December 7, 2015

\_\_\_\_\_ )

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

**DATE:** October 12, 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 28, 2015**

**NOTICE OF MEETINGS**

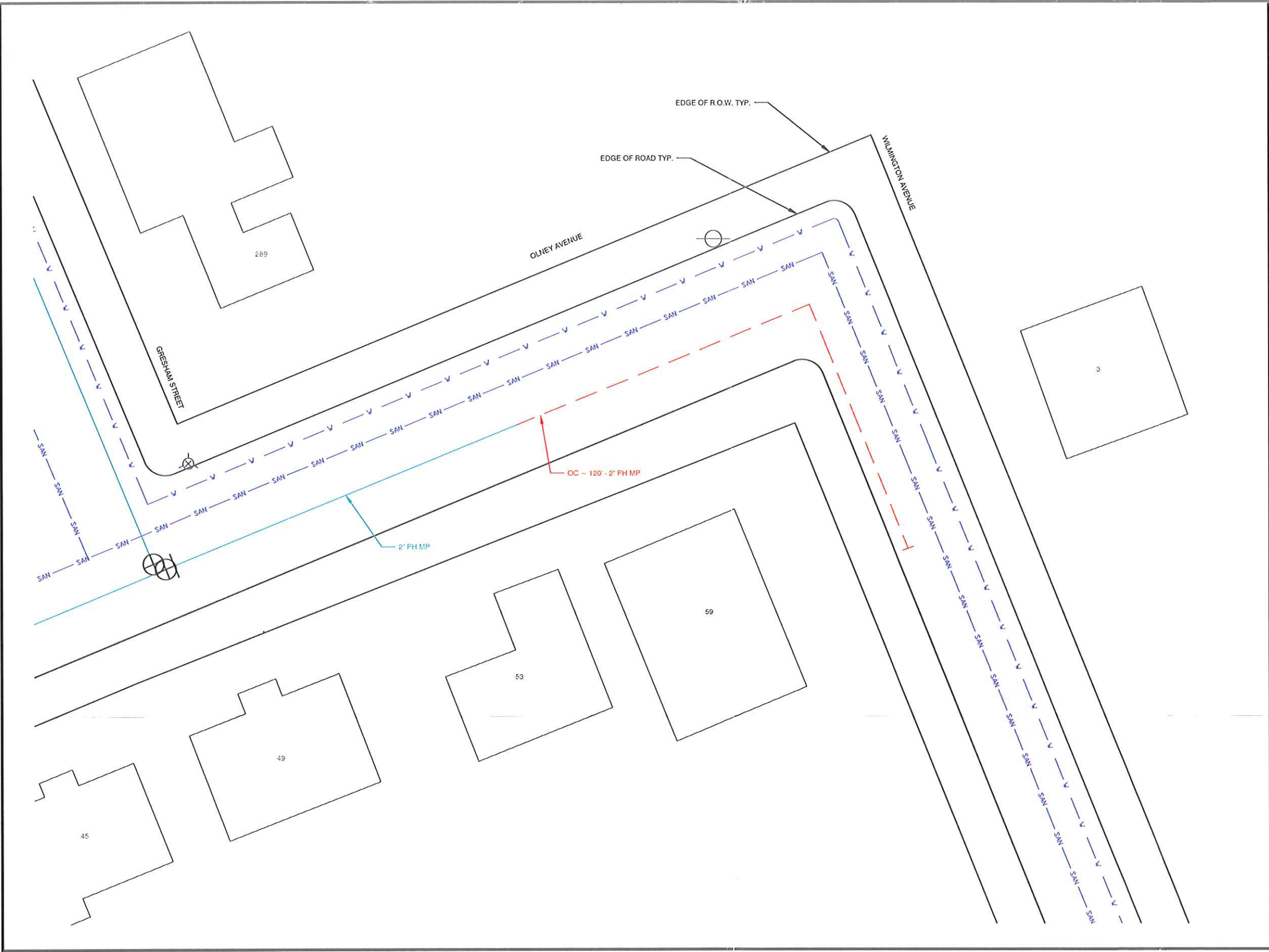
**Wednesday– October 28, 2015 – At the corner of Olney Ave. with Wilmington Ave. at 5:00 P.M.**

Minutes of Previous Meeting  
Communications  
Old Business

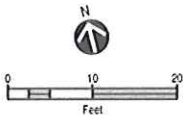
**Columbia Gas of Massachusetts**  
New Business – OLNEY AVE:

HEARING RE: To install 70 feet of 2 inches gas main extension.

Attachment: 10-28-2015 notice of meeting CMA Olney Street (3284 : Olney Avenue)



Know what's below.  
Call before you dig.



PROPOSED

REVISIONS

| REV. # | DATE    | DESCRIPTION     |
|--------|---------|-----------------|
| 0      | 8-10-15 | PRELIM. DRAWING |

|             |      |         |              |
|-------------|------|---------|--------------|
| DESIGNED BY | RFB  | 9-10-15 | 413-784-2490 |
| DRAWN BY    | RFB  | 9-10-15 | 413-784-2490 |
| CHECKED BY  | TAD  | X       | X            |
| AS BUILT BY | X    | X       | X            |
|             | NAME | DATE    | PHONE #      |

SITE NAME:

JO# 15-0826287-00  
JO#  
PROJECT ID# 15-30011  
3 WILMINGTON AVENUE  
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

L-1



# City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Christopher Fraser  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3273

4.6

## **MMRS Grant - No Match - \$75,000.00 (Mayor Sarno)**

**WHEREAS**, the City's Office of Emergency Preparedness has been awarded a Metropolitan Medical Response System - State Homeland Security Program (SHSP) Grant of \$75,000.00 from the Massachusetts Executive Office of Public Safety and Security; and

**WHEREAS**, the grant is funded by the Department of Homeland Security and will maintain existing emergency triage and pre-hospital treatment capabilities, will provide destruction of expired pharmaceuticals and sharps at no cost due, and will continue to support the staff position for the MMRS Planner; 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:

## **Metropolitan Medical Response System Grant - \$75,000.00**



### REQUEST FOR GRANT SETUP

This form and the required attachments are required by the City Auditor's Office 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 City Auditor's Office.

All fields are mandatory.

Date of Request 11-16-2015

Department Requesting Grant Setup Emergency Preparedness

Department Phone # (Please include extension) 413-787-6720

Name and Title of Person to Contact in Case of Questions Robert Hassett - Director,  
Emergency Preparedness

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

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

Is this a Reimbursable Grant (Y/N) Y

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.

Grant Type:

(X)

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

Grant Name FFY2015 SHS -Metropolitan Medical Response System Planning and Implementation  
(Limit is 30 characters in MUNIS – please choose a name that is descriptive and meaningful to you. Ex: you may want to incorporate an abbreviation for the relevant school location, etc.)

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

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

Total Grant Amount Awarded \$ 75,000.00

Actual Award Date 11/02/2015

Board Approval Date

Start Date 11/02/2015

Expiration Date 7/31/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Metropolitan Medical Response System Planning and Implementation

Comments re: Conditions/Restrictions of Grant

MMRS Planner (Salary and Benefits), Machinery & Equipment

If this is a Federal Grant, enter CFDA# 97.067

If this is a Reimbursable Grant, what is the required

Drawdown Frequency? (Ex: Monthly, Quarterly) Quarterly

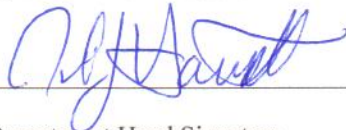
If payment is to be sent by Grantor as a Wire, please

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

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

501000 517010 517020 580600 550600 542010

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.



Department Head Signature

**Please return this form and all attachments to the City Auditor's Office.**

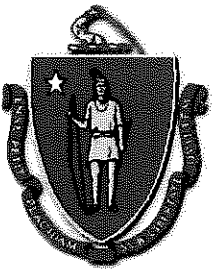
**Please attach the following documents:**

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ Mayor/FCB 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.

**For Auditor's Use Only**

|                       |  |
|-----------------------|--|
| Entered into Munis by |  |
| Date                  |  |
| Comments              |  |



The Commonwealth of Massachusetts  
Executive Office of Public Safety and Security  
One Ashburton Place, Room 2133  
Boston, Massachusetts 02108

Tel: (617) 727-7775  
TTY Tel: (617) 727-6618  
Fax: (617) 727-4764  
[www.mass.gov/eops](http://www.mass.gov/eops)

CHARLES D. BAKER  
Governor

DANIEL BENNETT  
Secretary

KARYN E. POLITO  
Lt. Governor

November 12, 2015

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

Dear Mayor Sarno:

Based on our approval of the FFY 2015 Plan for the City of Springfield's Metropolitan Medical Response System (MMRS), the Executive Office of Public Safety and Security (EOPSS) is pleased to award \$75,000 of the FFY 2015 State Homeland Security Program (SHSP).

This grant funding is to implement the projects described in the FFY 2015 MMRS Plan and any subsequent updates approved by EOPSS.

The SHSP grant is a reimbursable grant. The related Catalog of Federal Domestic Assistance number is 97.067. Ms. Sonya Schey at EOPSS - Office of Grants & Research (OGR) has been assigned management of this contract. Enclosed is a copy of the finalized contract packet. Please note the end date for the contract is July 31, 2017.

Congratulations on your grant award. If you have any questions, please contact Ms. Schey at (617) 725-3351 or [sonya.schey@state.ma.us](mailto:sonya.schey@state.ma.us).

Sincerely,

Daniel Bennett  
Secretary of Public Safety and Security

Enclosure

cc: Sonya Schey, EOPSS-OGR Program Coordinator

Attachment: FFY15 MMRS Grant Award Letter (3273 : MMRS Grant - No Match - \$75,000.00)



## City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Lindsay B. Hackett  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3287

4.7

### **Jail Diversion Program Grant - No Match Required (\$140,000) (Mayor Sarno)**

**WHEREAS**, the Springfield Police Department ("Department") has been awarded a Jail Diversion Program grant of \$140,000.00 from the Department of Mental Health; and

**WHEREAS**, the purpose of the grant is to expand the Crisis Intervention Team during fiscal years 2015 and 2016; and

**WHEREAS**, the Department intends to use the grant funds to provide training for applicable police officers; 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:

### **Jail Diversion Program Grant - No Match Required (\$140,000)**



## REQUEST FOR GRANT SETUP

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

All fields are mandatory.

|                                                          |             |
|----------------------------------------------------------|-------------|
| Date of Request                                          | 7/14/2015   |
| Department Requesting Grant Setup                        | Police      |
| Department Phone # (Please include extension)            | X6385       |
| Name and Title of Person to Contact in Case of Questions | Lisa Willis |

Was this Grant previously setup for a prior fiscal year?  
If yes, please indicate your previous project number: NO

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             |
| X | State – City                     |
|   | Private/Other                    |

Grant Name: Jail Diversion/CIT RFR

Total Grant Amount Awarded: \$ 60,000FY 2015 / \$80,000 FY 2016

Attachment: CIT GRANT SET UP (3287 : Jail Diversion Program Grant - No Match Required (\$140,000))

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

|                       |                               |
|-----------------------|-------------------------------|
| Entity Name           | Department of Mental Health   |
| Contact Person        | Maureen Giacchino             |
| Street Address        | 25 Staniford Street           |
| City, State, Zip Code | Boston, MA 02114              |
| Telephone             | 617-626-8006                  |
| Fax                   | 617-626-8014                  |
| E-Mail                | Maureen.giacchino@state.ma.us |

Actual Award Date 3/30/2015

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

Crisis Intervention Team Expansion

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: CIT GRANT SET UP (3287 : Jail Diversion Program Grant - No Match Required (\$140,000))

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

Org Code:

Object Codes: 506000

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

7/14/2015  
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.



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

C#20150991

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> City of Springfield/Springfield Police Dept<br>(and d/b/a):<br><b>Legal Address: (W-9, W-4,T&amp;C):</b> 130 Pearl Street, Springfield, MA 01105<br><b>Contract Manager:</b><br><b>E-Mail:</b><br><b>Phone:</b> <b>Fax:</b><br><b>Contractor Vendor Code:</b> VC6000192140<br><b>Vendor Code Address ID (e.g. "AD001"):</b> AD001<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>COMMONWEALTH DEPARTMENT NAME:</b> Mental Health<br><b>MMARS Department Code:</b> DMH<br><b>Business Mailing Address:</b> 25 Staniford St., Boston, MA 02114<br><b>Billing Address (if different):</b><br><b>Contract Manager:</b> Maureen Glacchino<br><b>E-Mail:</b> Maureen.glacchino@state.ma.us<br><b>Phone:</b> 617-626-8006 <b>Fax:</b> 617-626-8014<br><b>MMARS Doc ID(s):</b> SCDMH822015083450000<br><b>RFR/Procurement or Other ID Number:</b> BD151022DMH088220A00000002269                                                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)<br><input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00)<br>(Attach RFR and Response or other procurement supporting documentation)<br><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget)<br><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.<br>Enter Amendment Amount: \$ _____ (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b><br><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)<br><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)<br><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget) |
| The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.<br><input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>140,000.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> <u>agree to standard 45 day cycle</u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Jail Diversion/CIT RFR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .<br><input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>3/22/15</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Domenic J. Sarno</u><br>Print Title: <u>Mayor, City of Springfield</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>3/24/2015</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>James R. Ryan</u><br>Print Title: <u>Director of Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

Attachment: CIT PD grant (3287 : Jail Diversion Program Grant - No Match Required (\$140,000))



*The Commonwealth of Massachusetts*  
*Executive Office of Health and Human Services*  
*Department of Mental Health*  
 25 Staniford Street  
 Boston, Massachusetts 02114-2575

CHARLES D. BAKER  
 Governor

KARYN E. POLITO  
 Lieutenant Governor

MARYLOU SUDDERS  
 Secretary

MARCIA FOWLER  
 Commissioner

(617) 626-8000  
 TTY (617) 727-9842  
[www.state.ma.us/dmh](http://www.state.ma.us/dmh)

February 2<sup>nd</sup>, 2015

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

Re: Request for Response for Crisis Intervention Team Expansion: Training and Technical Assistance Centers, CIT Programs and Other Innovative Police-Based Behavioral Health Jail Diversion Program Grant(s): BD-15-1022-DMH08-8220A-00000002269

Dear Commissioner Barbieri:

Thank you for your city's thoughtful proposal in response to the above RFR by the Department of Mental Health (DMH). I am writing to notify you of the Department of Mental Health's decision to award the City of Springfield a Jail Diversion Program grant in the amount of \$60,000 for FY15 (2/13/2015 to 6/30/2015) and \$80,000 for FY 16 (7/1/15 to 6/30/16) both years contingent on availability of funds. This grant has the potential for renewal for FY 17 and FY 18, contingent on our agreement on future requested budget amounts and upon the availability of funding.

As a part of this award, we agree that: 1) The emphasis of this award is to help the Springfield Police Department officers receive CIT training. 2) Revised budget sheets for both FY15 (2/13/2015 to 6/30/2015) and FY 16 (7/1/15 to 6/30/16) as well as a revised budget narrative indicating the number of police officers who will be trained through these funds will be submitted by the Springfield Police Department to DMH for final approval. 3) The development of community partnerships and participation in stakeholder meetings to collaborate on strategic approaches to those persons who have repeated contact with the Springfield Police-such as those consistent with the police department's overall initiative around community policing and the HUB/COR model.



Springfield Mental Health Center, 100 North Main Street, Springfield, MA 01105

Attachment: CIT PD grant (3287 : Jail Diversion Program Grant - No Match Required (\$140,000))

## Attachment A: Contractual Requirements

### Activities:

- The emphasis of this award is to help the Springfield Police Department officers receive CIT (Crisis Intervention Team) training.
- Revised budget sheets for both FY15 (2/13/2015 to 6/30/2015) and FY 16 (7/1/15 to 6/30/16) as well as a revised budget narrative indicating the number of police officers who will be trained through these funds will be submitted by the Springfield Police Department to DMH for final approval.
- The development of community partnerships and participation in stakeholder meetings to collaborate on strategic approaches to those persons who have repeated contact with the Springfield Police-such as those consistent with the police department's overall initiative around community policing and the HUB/COR model.

### Documentation:

- A quarterly summary submitted by the 15<sup>th</sup> of the month for the preceding quarter that summarizes the program activities and accomplishments, including training hours.

Grant payments will be made by DMH as follows upon its receipt and acceptance of the deliverables below and as outlined in Attachment A:

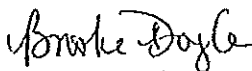
| Payment                                                                                                                                                                            | Deliverables As Specified in Sec. 3.1.5, 3.1.13 of the RFR                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FY15 and FY 16 Awards:<br>Quarterly payments of total award to be invoiced April 15 and July 15, and quarterly thereafter, reflecting the preceding quarter                        | <ul style="list-style-type: none"> <li>Quarterly Summary as outlined in the RFR depending on the program model type summarizing the prior three months program activities, including training hours.</li> </ul> |
| FY17 and FY 18 Awards Subject to renewal:<br>Quarterly payments of total annual award to be invoiced April 15, July 15, October 15 and January 15 reflecting the preceding quarter | Successful completion of quarterly reports and demonstrated progress in activities that coincide with the deliverables outlined in the response to the RFR.                                                     |

Please see the Attachment A document (enclosed) for contractual obligations specific to this program which are required in addition to the standard Commonwealth of Massachusetts Terms and Conditions. If Springfield accepts all of the above and agrees, your authorized representative must notify the DMH Area Forensic Director, John Barber in writing as indicated below by February 9, 2015. Upon notification of Springfield's acceptance, all Terms and Conditions, obligations and negotiated changes will be incorporated into the final contract. DMH will then execute the contract and send you a copy.

You may contact John Barber, the administrative contract manager, at 413-587-6244 or at [John.Barber@state.ma.us](mailto:John.Barber@state.ma.us) regarding questions about this grant. Maureen Giacchino is the DMH fiscal contract manager and can be reached at 617-626-8006.

Thank you again for your proposal. We look forward to working with you.

Sincerely,



Brooke Doyle  
Assistant Commissioner  
Department of Mental Health

cc. Maureen Giacchino (DMH) .  
John Barber (DMH)  
Matthew Broderick (DMH)  
Debra Pinals, M.D. (DMH)  
Sergeant Brian Elliott (SPD)

Enc: Attachment A

Attachment: CIT PD grant (3287 : Jail Diversion Program Grant - No Match Required (\$140,000))



# City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Jennifer Whisher  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3282

5.8

## **Transfer from Self Insurance Stabilization Fund to Law Settlement Claims Account (\$200,184.01) (Mayor Sarno)**

**WHEREAS**, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 40, Section 5B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$200,184.01 from FY16 Self Insurance Stabilization - Other Financing Use to the Law Department Settlement Account for pending settlements against the City.

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

**NOW THEREFORE BE IT ORDERED**, that the City Council approves the transfer of the sum of \$200,184.01 from FY16 Self Insurance Stabilization Fund to the Law Department Settlement Account.

### **From: Self Insurance Stabilization Fund - Other Financing Use**

8219-00-00-0000-0000-0010-000000-00000000-701000      **\$200,184.01**

### **To: Law Department - Settlement Claims**

0100-10-151-0000-0000-0010-000000-00000000-576400      **\$200,184.01**

**This order requires a 2/3 Vote**

November 18, 2015

**RECEIVED**

NOV 18 2015

CITY OF SPRINGFIELD  
Law Department

**HAND DELIVERED**

Edward Pikula, City Solicitor  
City of Springfield Law Department  
36 Court Street – Room 210  
Springfield, MA 01103

**RE: General Release and Settlement Agreement  
Municipal Energy Consulting Group, LLC**

Dear Attorney Pikula:

I am pleased to enclose herein, the above captioned Settlement Agreement which has been signed on behalf of my client, Municipal Energy Consulting Group, LLC. At this juncture, it is my understanding you will execute and present to the City Council for final approval in the upcoming weeks. Please keep me advised as to the status or any issues that arise during this process as my clients are anticipating receipt of the settlement check in the sum of Two Hundred Thousand One Hundred Eighty Four and 01/100 (\$200,184.01) Dollars prior to December 31, 2015.

Thank you again for your assistance in this regard.

Very truly yours,



Kenneth J. Albano

KJA/mar  
56300-0002  
1353734

cc: James R. Krone, Managing Member

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT made this \_\_12th\_\_\_\_ day of \_November\_\_\_\_\_, 2015, by and between Municipal Energy Consulting Group, LLC, a Florida limited liability company with a principal place of business located at 963 Wolf Creek Street, Clermont, Florida (hereinafter "MUNICIPAL ENERGY") and the City of Springfield, a municipal corporation established under the laws of the Commonwealth of Massachusetts with a principal place of business located at 36 Court Street, Springfield, Massachusetts (hereinafter "City of Springfield").

WHEREAS, on or about September 20, 2005, MUNICIPAL ENERGY and the CITY OF SPRINGFIELD, acting by and through its Finance Control Board, pursuant to the provisions of Chapter 169, of the Acts of 2004, entered into an Agreement wherein MUNICIPAL ENERGY agreed to provide professional energy auditing services to the CITY OF SPRINGFIELD in order to obtain a refund of street lighting overcharges by Western Massachusetts Electrical Company ("WMECO");

WHEREAS, pursuant to the terms of the Agreement the CITY OF SPRINGFIELD agreed to pay MUNICIPAL ENERGY a professional energy auditing service fee in the amount of Fifteen (15%) Percent of the total amount of any refund(s) received by the CITY OF SPRINGFIELD from WMECO for street lighting overcharges;

WHEREAS, MUNICIPAL ENERGY performed its obligations under the terms of the Agreement and the CITY OF SPRINGFIELD received a refund from WMECO in the sum of ONE MILLION THREE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED SIXTY AND 09/100 (\$1,334,560.09) DOLLARS;

WHEREAS, pursuant to the terms of the Agreement MUNICIPAL ENERGY has submitted a claim for the amount owed pursuant to the contract in the sum of TWO HUNDRED THOUSAND ONE HUNDRED EIGHTY-FOUR AND 01/100 (\$200,184.01) DOLLARS for services rendered;

WHEREAS, the City has disputed the claim to date;

WHEREAS, MUNICIPAL ENERGY and the CITY OF SPRINGFIELD desire to resolve all outstanding obligations pursuant to the terms of their Agreement dated on or about September 20, 2005

WHEREFORE, it is hereby agreed by and amongst the parties as follows:

1. In consideration for the execution of this General Release and Settlement Agreement, the CITY OF SPRINGFIELD, agrees to pay MUNICIPAL ENERGY, \$200,184.01 by December 31, 2015.
2. All parties to this General Release and Settlement Agreement agree to bear their own costs, including all attorneys' fees incurred in the prosecution and defense of this matter.

3. In exchange for the consideration stated herein, MUNICIPAL ENERGY for its officers, directors, shareholders, members, managers, agents and legal representatives, and past, present and future agents, subsidiaries, affiliates, servants, employees, members, managers, shareholders, officers and directors do hereby remise, release and forever discharge the CITY OF SPRINGFIELD, its agents, officials, employees, agents, inhabitants and legal representatives, and past, present and future agents, officials, employees, inhabitants and legal representatives, of and from all debts, causes of action, suits, controversies, demands, claims and liabilities, whether in law or in equity, known or unknown, fixed or contingent, direct or indirect, which against or relating to any claim brought against each other, they now have or ever had from the beginning of the world to this date.
4. In exchange for the consideration stated herein, the CITY OF SPRINGFIELD, for its agents, officials, employees, agents, inhabitants and legal representatives, and past, present and future agents, officials, employees, agents, inhabitants and legal representatives does hereby remise, release and forever discharge MUNICIPAL ENERGY, its officers, directors, shareholders, members, managers, agents and legal representatives, and past, present and future agents, subsidiaries, affiliates, servants, employees, members, managers, shareholders, officers and directors, of and from all debts, causes of action, suits, controversies, demands, claims and liabilities, whether in law or in equity, known or unknown, fixed or contingent, direct or indirect, which against or relating to any claim brought against each other, they now have or ever had from the beginning of the world to this date.
5. It is further understood and agreed that any provision of law, statutory or otherwise, the effect of which is to limit the generality of the terms of this General Release and Settlement Agreement or its effects as bar to claims not presently known or suspected to exist, is expressly waived.
6. Each of the parties to this Agreement, and their attorneys, agree to execute any and all documents reasonably required which are not inconsistent with the basic terms of this General Release and Settlement Agreement.
7. This General Release and Settlement Agreement shall inure to the benefit of each of the parties hereto, and shall be binding upon each of the parties, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.
8. This General Release and Settlement Agreement is an integrated document. It may not be changed or modified except in a writing specifically referring hereto and duly executed by each of the parties to be charged hereby.
9. The parties to this Agreement acknowledge and agree that no other promises, covenants or agreements have been made by or on behalf of any of them in order to induce the execution of this General Release and Settlement Agreement.
10. Each of the parties to this Agreement acknowledges that they have read this Agreement, that they understand that this is a General Release and Settlement Agreement, and that they intend to be legally bound by same.

11. Each of the parties to this Agreement affirmatively states that it has the appropriate authority to execute and be bound by this Agreement and that any approval by any governing body was obtained prior to the execution of this Agreement and each party agrees to indemnify and hold the other party harmless relative to the payments made hereunder.
12. Each of the parties to this Agreement acknowledge that they were given the opportunity to obtain the advice of counsel prior to the execution of this General Release and Settlement Agreement, and that they hold the respective authority to execute this Agreement on behalf of the party so identified below.
13. This General Release and Settlement Agreement may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one in the same instrument.
14. It is further acknowledged that this settlement agreement and monies due Municipal Energy Consulting Group, LLC are subject to M.G.L. c. 60 § 93 and therefore may be off-set by the City of Springfield Treasurer, if so applicable.
15. Municipal Energy Consulting Group, LLC, further acknowledges that it is solely responsible for the payment of all taxes, provided that any tax liability does not result from an administrative or clerical error attributed to the City of Springfield. Municipal Energy Consulting Group, LLC agrees to hold the City of Springfield harmless for any interest, taxes or penalties assessed against it by any governmental agency as a result of any non-payment of taxes owed by it on any amounts paid to it under the terms of this Agreement.

MUNICIPAL ENERGY CONSULTING  
GROUP, LLC

Michael Schuman  
Witness  
Michael Schuman

James R. Krone  
by: James R. Krone  
Its: Managing Member, duly authorized

CITY OF SPRINGFIELD

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: Edward M. Pikula

Its duly authorized City Solicitor

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 30, 2015  
**Re:** Order for Council Meeting – December 7, 2015  
**Cc:** Mayor Sarno

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the December 7, 2015 Council meeting that requests a transfer of \$200,184.01 from Self Insurance Stabilization Fund to the Law Department Settlement Claims line item.

**Background:** Because of pending litigation, approximately \$200,184.01 will be required to pay settlement consultant fees. This transfer will increase the Settlement Claims line item and fully fund the expected amounts.

The City has reached an agreement to pay Municipal Energy Consulting Group, LLC a professional auditing service fee in the amount of fifteen percent (15%) of the total amount to be refunded to the City of Springfield from Western Massachusetts Electric Company (WMECo), now Eversource. Municipal Energy performed its obligations under the terms of the agreement and the City of Springfield received a refund from WMECo in the amount of \$1,334,560.09.

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

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

**City of Springfield**

36 Court Street  
Springfield, MA 01103

**SCHEDULED****ORDINANCE (ID # 3285)**

Meeting: 12/07/15 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: Ward 6 Councilor Shea, At-Large Councilor Walsh

DOC ID: 3285

## **Amending Ordinance Chapter 49 - Establishment of Colony Hills Local Historic District**

Please see the attached materials

Please see the attached materials

## Colony Hills Historic District

ORD. NO. \_\_\_\_\_

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 49 thereof, entitled Historic District, by adding a new section 49-14.

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

Section 1. Section 14 of Chapter 49 Historic District, of the Code of the City of Springfield, is hereby amended to read as follows:

There is established under the provisions of and in accordance with the Historic Districts Act, so-called, as mentioned in this chapter, the Colony Hills Historic District as shown on the map, labeled Exhibit 27-2G, entitled "Colony Hills Local Historic District"; said map to be considered a part of this chapter.

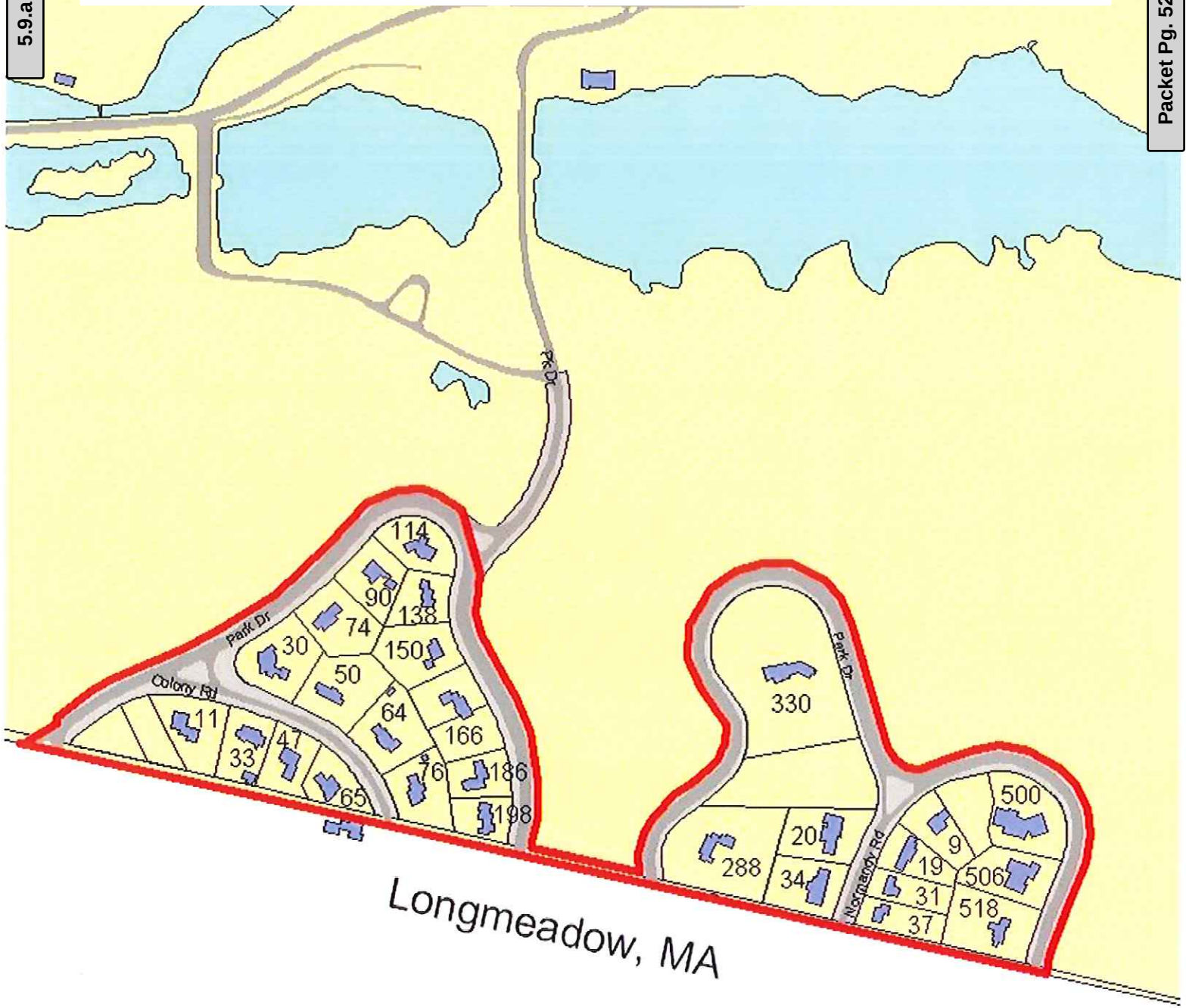
### Exemption from Controls:

1. Temporary structure or signs, subject to such conditions as to duration of use, location, lighting, removal and similar matters as the Commission may reasonably specify;
2. Terraces, walks, driveways, and sidewalks provided that any such structure is substantially at grade level;
3. Storm windows, screens, window air conditioners, antennae, and similar appurtenances as decided by the Commission;
4. Signs of not more than one (1) square foot in area in connection with use of a residence for a customary home occupation, or for professional purposes, provided only one (1) such sign is displayed in connection with each residence and, if illuminated, are illuminated only indirectly;
5. The reconstruction, substantially similar in exterior design, of a building, structure or exterior architectural feature damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

Approved as to form,

Thomas D. Moore  
Assistant City Solicitor

EXHIBIT 27-2G



# Colony Hills Local Historic District



Proposed Boundary




**City of Springfield**

36 Court Street  
Springfield, MA 01103

**SCHEDULED**
**SPECIAL ACT (ID # 3274)**

Meeting: 12/07/15 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: 3274

# **An Act Filling Vacancies in Ward Seats of the City Council by Special Election**

## **The Commonwealth of Massachusetts**

**In the Year Two Thousand Fifteen**

### **AN ACT FILLING VACANCIES IN WARD SEATS OF THE CITY COUNCIL BY SPECIAL ELECTION**

*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:** Section two of chapter three hundred and eight of the Acts of nineteen hundred and ninety-two will have no force and effect upon ward seats of the Springfield City Council.

**Section 2:** Notwithstanding the provisions of section fifty A of chapter forty-three of the general laws or any other general or special law to the contrary, if a vacancy occurs, for any reason, in a ward seat of the city council more than two hundred and ten (210) days prior to the expiration of that term, the city clerk shall notify the city council prior to the next city council meeting.

At the first meeting, following notice from the clerk, the city council shall adopt an order calling for a special preliminary election, on a Tuesday, not less than sixty-two and not more than seventy-six days after the adoption of such order and a special election, on a Tuesday, not more that twenty-eight days after the preliminary election. The special election shall be conducted consistent with the Charter of the City of Springfield.

If the number of candidates, certified by the elections office, is less than double the

number plus one of the vacant seats then the Board of Election Commissioners shall cancel the preliminary election.

The ward seat shall remain vacant until such time as it has been filled by election. If the vacancy shall occur less than 210 days prior to the expiration of the term of that seat, but at least ten days before the regularly scheduled general election to fill that seat, the candidates in that general election shall be notified by the Election Commission of the vacancy.

**Section 3:** Notwithstanding the provisions of any general or special law to the contrary, to ascertain the will of the people of the city of Springfield, the board of election commissioners shall cause the following binding public opinion question to be placed on the official ballot to be used in the city at the next regular municipal election to be held on the seventeenth day of September in the year two thousand and thirteen:

THIS QUESTION IS BINDING.

Shall the vacancies in ward seats of the city council of the city of Springfield be filled by special election?

SECTION 3. If a majority of the voters casting a ballot on this binding question shall vote in the affirmative, the provisions of said act shall take effect at the next regular state or municipal election in the city of Springfield.

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

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, respectfully in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled “**AN ACT FILLING VACANCIES IN WARD SEATS OF THE CITY COUNCIL BY SPECIAL ELECTION**”, in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

---

Domenic J. Sarno, Mayor

City of Springfield  
36 Court Street  
Springfield, MA 01103



# City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Lindsay B. Hackett  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3275

5.11

## Senior Center Bond Authorization - \$11,200,000 (Mayor Sarno)

**WHEREAS,** the City of Springfield ("the City") wishes to construct a new Senior Center at Blunt Park and will reinstate the services previously delivered out of the former Armory Building on Howard Street, which was partially destroyed by the June 1, 2011 tornado. The intended function of the facility will be to provide senior residents with a safe, centralized and accessible facility that offers opportunities for socialization, recreation and health and wellness activities; and

**WHEREAS,** the City wishes to appropriate the sum of \$11,200,000 to pay costs of planning, project management, design and construction of the Senior Center building project; and

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

**WHEREAS,** this order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44 of the General Laws;

**ORDERED:** That the City hereby appropriates the sum of \$11,200,000 to pay costs of planning, project management, design and construction/reconstruction of the Senior Center building, including the payment of any costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

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

City of Springfield  
36 Court Street  
Springfield, MA 01103



Division of Administration  
and Finance

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

---

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the December 7, 2015 Council meeting, which authorizes the City to pay \$11,200,000 for construction services for the new Senior Center.

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

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

Council has previously authorized \$800,000 to bring the project through the planning and design phases. The loan authorization of \$11,200,000 is to complete the construction phase of the project, based on actual bids received. The total project cost is expected to be \$12,000,000. As part of the Improved Project program, FEMA will reimburse the City for costs for the project up to \$7,608,496, leaving the City with a total cost of \$4,391,504.

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

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

Attachment: CAFO Cert - Senior Center Construction (3275 : Senior Center Bond Authorization - \$11,200,000)



## City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Mitchell Doty  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3288

5.12

### **FY16 Snow & Ice Deficit Spending Authority (Mayor Sarno)**

**WHEREAS**, Mass. Gen. Laws ch. 44, sec. 31D allows the city to spend funds for removal of snow and ice in excess of appropriations in any fiscal year upon the approval of the mayor and city council; and

**WHEREAS**, the City will exhaust its appropriations for snow and ice removal for fiscal year 2016; and

**WHEREAS**, the Mayor has requested that the City Council approve spending funds in excess of appropriations for fiscal year 2016 for the removal of snow and ice in the interest of public safety, and such order is on the City Council agenda for Monday, December 7, 2015;

**NOW THEREFORE BE IT ORDERED**, pursuant to Mass. Gen. Laws ch. 44, sec. 31D, that the City Council approves the request to incur liability and make expenditures in excess of available appropriations for snow and ice removal in fiscal year 2016. If the deficit is not addressed using existing funds in the current fiscal year then all expenditures made under the authority of this section shall be certified to the board of assessors and included in the next annual tax rate.



# City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Mitchell Doty  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3281

5.13

## Reserve for Contingencies to Parks - \$35,000 (Mayor Sarno)

**WHEREAS**, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2015 and ending June 30, 2016 (FY16), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$35,000.00 from the Comptroller's Reserve for Contingency line item to the Park's Recreation - Temporary Salaries and Wages line item in order to fund salary and wages for North End Gym programs through the end of the Fiscal Year; and,

**WHEREAS**, the City Comptroller, Patrick Burns, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer; and,

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

**NOW THEREFORE BE IT ORDERED**, that the City Council approves the transfer of the sum of \$35,000.00 from the Comptroller's Reserve for Contingency line item to the Park's Recreation - Temporary Salaries and Wages line item in order to fund salary and wages for North End Gym programs through the end of the Fiscal Year.

### **From: Comptroller - Reserve for Contingencies**

**0100-10-135-0000-0000-0010-000000-0000000-578200      \$35,000.00**

### **To: Parks: Recreation - Temporary Salaries and Wages**

**0100-60-630-6300-0000-0000-000000-0000000-503000      \$35,000.00**

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:** December 7, 2015  
**Re:** Order for Council Meeting – December 7, 2015  
**Cc:** Mayor Sarno

---

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the December 7, 2015 City Council meeting regarding the Open Gym funding for the Park's Department.

**Background:** The Park's Department has requested that an additional \$35,000 be added to the department's budget to expand open gym programs at the Chestnut and Gerena schools. These schools currently have limited programming and these funds are needed to pay for recreation leaders and staff to operate and manage the programs.

The \$35,000 will be transferred from the Reserve for Contingency line item in the Comptroller's budget.

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

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

Attachment: CAFO Certification - Parks Stabilization Transfer (3281 : Reserve for Contingencies to Parks - \$35,000)


**City of Springfield**

36 Court Street  
Springfield, MA 01103

Meeting: 12/07/15 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**

**11/16/15** City Council  
Next: 12/07/15

**REFERRED TO COMMITTEE**



# City of Springfield

**SCHEDULED**

Meeting: 12/07/15 07:00 PM  
Initiator: Mitchell Doty  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3289 A

5.15

## Bill of Prior Year - Office of Procurement - \$7,430.50 (Mayor Sarno)

**WHEREAS**, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council for the Office of Procurement to pay bills from the previous fiscal year totaling \$7,430.50; and

**WHEREAS**, the Office of Procurement 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; and

**NOW THEREFORE BE IT ORDERED**, that the City Council approves the payment of the bills listed on the attached Office of Procurement BOPY from the FY16 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

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:** December 7, 2015  
**Re:** Order for Council Meeting – December 7, 2015  
**Cc:** Mayor Sarno

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the December 7, 2015 Council meeting, which will pay prior years' invoices totaling \$7,430.50.

**Background:** This is a request to allow the Office of Procurement 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             |
|--------------|-----------|----------------|-----------|--------------------|--------------------|
| Procurement  | N/A       | The Republican | 6/30/2015 | Bill Received Late | \$ 7,430.50        |
| <b>TOTAL</b> |           |                |           |                    | <b>\$ 7,430.50</b> |

**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 - Procurement BOPY (3289 : Bill of Prior Year - Office of Procurement - \$7,430.50)

## The Republican.

## SEND PAYMENTS TO:

The Republican  
Post Office  
P. O. Box 5310  
New York, NY 10087-5310

| Billing Period          | Advertiser / Client Name    |                    |         |
|-------------------------|-----------------------------|--------------------|---------|
| 06/01/2015 - 06/30/2015 | Purchasing Dept/Springfield |                    |         |
| Billing Date            | Advertiser Account #        | Customer Account # |         |
| 06/30/2015              | 4139996285Purc              | 4139996285Purc     |         |
| Total Amount Due        | * Unapplied Amount          | Terms of Payment   | Page    |
| \$ 7,430.50             | \$ 0.00                     | Upon Receipt       | 1       |
| Current Period          | 30 Days                     | 60 Days            | 90 Days |
| \$ 7,430.50             | \$ 0.00                     | \$ 0.00            | \$ 0.00 |

Payment Terms: Due Upon Receipt

View your monthly statements online at  
<http://ai.prestelintelligence.com/ai4>

Purchasing Dept/Springfield  
36 Court St., 4flr, Rm 405  
Attention Lauren Stabilo  
Springfield, MA 01103 USA

Amount Paid : \$

Check # :

Amount to Pay : \$ 7,430.50

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

| Date            | Ad# - Trans# | PO/Description                                | Rate Info | Size/Quantity | Amount     |
|-----------------|--------------|-----------------------------------------------|-----------|---------------|------------|
| 5/31/2015       |              | Balance Forward                               |           |               | \$4,566.1  |
| 6/3/2015        | 0002966992   | Bid No. 15-271 ADVERTISEMENT CITY OF SPRIN    | 5.51      | 1 x 78 Li     | 476.4      |
| 6/4/2015        | 0002978019   | bid 15-268 ADVERTISEMENT CITY OF SPRINGFIE    | 5.58      | 1 x 86 Li     | 532.9      |
| 6/8/2015        | 0002981043   | Bid 15-272 ADVERTISEMENT CITY OF SPRINGFII    | 5.32      | 1 x 77 Li     | 455.6      |
| 6/8/2015        | 0002981423   | Bid 15-277 ADVERTISEMENT CITY OF SPRINGFII    | 5.31      | 1 x 79 Li     | 467.2      |
| 6/10/2015       | 0002981425   | Bid 15-275 ADVERTISEMENT CITY OF SPRINGFII    | 5.38      | 1 x 85 Li     | 508.6      |
| 6/10/2015       | 0002981426   | Bid 15-276 ADVERTISEMENT CITY OF SPRINGFII    | 5.28      | 1 x 97 Li     | 570.6      |
| 6/15/2015       | 0002981790   | Bid 16-00003 & 16-004 ADVERTISEMENT City of S | 5.47      | 1 x 117 Li    | 710.6      |
| 6/16/2015       | 0002982189   | RFP 16-008 ADVERTISEMENT CITY OF SPRINGFI     | 5.26      | 1 x 69 Li     | 404.2      |
| 6/17/2015       | 0002982194   | Bid 16-005 ADVERTISEMENT CITY OF SPRINGFII    | 5.21      | 1 x 89 Li     | 517.2      |
| 6/17/2015       | 0002982195   | Bid 16-006 ADVERTISEMENT CITY OF SPRINGFII    | 5.26      | 1 x 81 Li     | 474.8      |
| 6/17/2015       | P465124      | Check/Money Order 324040                      |           |               | -\$4,566.1 |
| 6/18/2015       | 0002982191   | Bid 16-007 ADVERTISEMENT CITY OF SPRINGFII    | 5.54      | 1 x 84 Li     | 517.6      |
| 6/24/2015       | 0002982399   | Bids 16-009 & 16-101 ADVERTISEMENT CITY OF :  | 5.30      | 1 x 122 Li    | 719.6      |
| 6/26/2015       | 0002983687   | Bid 15-288 ADVERTISEMENT CITY OF SPRINGFII    | 5.35      | 1 x 71 Li     | 422.8      |
| 6/29/2015       | 0002983194   | Bid 16-011 ADVERTISEMENT CITY OF SPRINGFII    | 5.34      | 1 x 110 Li    | 653.0      |
| Amount to Pay : |              |                                               |           |               | \$7,430.5  |

PO 15001968  
CC

6,374.33

1056.17

7,430.50

01138-534300

## The Republican.

1860 Main Street  
Springfield, MA 01101

ADVERTISING BILLING: BILLING@REPUB.COM

RETAIL ADV.: (413) 788-1250

CLASSIFIED ADV.: (413) 788-1234

CIRCULATION: (413) 788-1100

View your monthly statements online at  
<http://ai.prestelintelligence.com/ai4>



| Billing Period          | Advertiser / Client Name    |                    |         |
|-------------------------|-----------------------------|--------------------|---------|
| 06/01/2015 - 06/30/2015 | Purchasing Dept/Springfield |                    |         |
| Billing Date            | Advertiser Account #        | Customer Account # |         |
| 06/30/2015              | 4139996285Purc              | 4139996285Purc     |         |
| Total Amount Due        | * Unapplied Amount          | Terms of Payment   | Page    |
| \$ 7,430.50             | \$ 0.00                     | Upon Receipt       | 2       |
| Current Period          | 30 Days                     | 60 Days            | 90 Days |
| \$ 7,430.50             | \$ 0.00                     | \$ 0.00            | \$ 0.00 |

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

\* Color charges are now included in your print ad prices

Packet Pg. 64

Attachment: Procurement BOPY - Republican 2015 (3289 : Bill of Prior Year - Office of Procurement - \$7,430.50)

## The Republican.

## SEND PAYMENTS TO:

The Republican  
Post Office  
P. O. Box 5310  
New York, NY 10087-5310

| Billing Period          |                      | Advertiser / Client Name    |         |
|-------------------------|----------------------|-----------------------------|---------|
| 06/01/2015 - 06/30/2015 |                      | Purchasing Dept/Springfield |         |
| Billing Date            | Advertiser Account # | Customer Account #          |         |
| 06/30/2015              | 4139996285Purc       | 4139996285Purc              |         |
| Total Amount Due        | Unapplied Amount     | Terms of Payment            | Page    |
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| \$ 7,430.50             | \$ 0.00              | \$ 0.00                     | \$ 0.00 |

Payment Terms: Due Upon Receipt

View your monthly statements online at  
<http://ai.prestelintelligence.com/ai4>

Purchasing Dept/Springfield  
36 Court St., 4flr, Rm 405  
Attention Lauren Stabilo  
Springfield, MA 01103 USA

Amount Paid : \$

Check # :

Amount to Pay : \$ 7,430.50

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

| Date            | Ad# - Trans# | PO/Description                                | Rate Info | Size/Quantity | Amount     |
|-----------------|--------------|-----------------------------------------------|-----------|---------------|------------|
| 5/31/2015       |              | Balance Forward                               |           |               | \$4,566.1  |
| 6/3/2015        | 0002966992   | Bid No. 15-271 ADVERTISEMENT CITY OF SPRIN    | 5.51      | 1 x 78 Li     | 476.4      |
| 6/4/2015        | 0002978019   | bid 15-268 ADVERTISEMENT CITY OF SPRINGFIE    | 5.58      | 1 x 86 Li     | 532.9      |
| 6/8/2015        | 0002981043   | Bid 15-272 ADVERTISEMENT CITY OF SPRINGFII    | 5.32      | 1 x 77 Li     | 455.6      |
| 6/8/2015        | 0002981423   | Bid 15-277 ADVERTISEMENT CITY OF SPRINGFII    | 5.31      | 1 x 79 Li     | 467.2      |
| 6/10/2015       | 0002981425   | Bid 15-275 ADVERTISEMENT CITY OF SPRINGFD     | 5.38      | 1 x 85 Li     | 508.0      |
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| 6/16/2015       | 0002982189   | RFP 16-008 ADVERTISEMENT CITY OF SPRINGFI     | 5.26      | 1 x 69 Li     | 404.2      |
| 6/17/2015       | 0002982194   | Bid 16-005 ADVERTISEMENT CITY OF SPRINGFII    | 5.21      | 1 x 89 Li     | 517.2      |
| 6/17/2015       | 0002982195   | Bid 16-006 ADVERTISEMENT CITY OF SPRINGFII    | 5.26      | 1 x 81 Li     | 474.8      |
| 6/17/2015       | P465124      | Check/Money Order 324040                      |           |               | -\$4,566.1 |
| 6/18/2015       | 0002982191   | Bid 16-007 ADVERTISEMENT CITY OF SPRINGFII    | 5.54      | 1 x 84 Li     | 517.6      |
| 6/24/2015       | 0002982399   | Bids 16-009 & 16-101 ADVERTISEMENT CITY OF S  | 5.30      | 1 x 122 Li    | 719.6      |
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| 6/29/2015       | 0002983194   | Bid 16-011 ADVERTISEMENT CITY OF SPRINGFII    | 5.34      | 1 x 110 Li    | 653.0      |
| Amount to Pay : |              |                                               |           |               | \$7,430.5  |

PO 15001968  
CC

6,374.33  
1056.17  
7430.50

## The Republican.

1860 Main Street  
Springfield, MA 01101

ADVERTISING BILLING: BILLING@REPUB.COM

RETAIL ADV.: (413) 788-1250

CLASSIFIED ADV.: (413) 788-1234

CIRCULATION: (413) 788-1100

View your monthly statements online at  
<http://ai.prestelintelligence.com/ai4>

5ai™

| Billing Period          |                      | Advertiser / Client Name    |         |
|-------------------------|----------------------|-----------------------------|---------|
| 06/01/2015 - 06/30/2015 |                      | Purchasing Dept/Springfield |         |
| Billing Date            | Advertiser Account # | Customer Account #          |         |
| 06/30/2015              | 4139996285Purc       | 4139996285Purc              |         |
| Total Amount Due        | Unapplied Amount     | Terms of Payment            | Page    |
| \$ 7,430.50             | \$ 0.00              | Upon Receipt                | 2       |
| Current Period          | 30 Days              | 60 Days                     | 90 Days |
| \$ 7,430.50             | \$ 0.00              | \$ 0.00                     | \$ 0.00 |

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

\* Color charges are now included in your print ad prices

Packet Pg. 65

Attachment: Procurement BOP - Republican 2015 (3289 : Bill of Prior Year - Office of Procurement - \$7,430.50)



## City of Springfield

**TABLED**

5.16

Meeting: 12/07/15 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 (20<sup>th</sup>) 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**

36 Court Street  
Springfield, MA 01103

Meeting: 12/07/15 07:00 PM  
Department: City Council  
Category: Council Request  
Prepared By: Kelley Mickiewicz  
Initiator: Kateri B. Walsh  
Sponsors:  
DOC ID: 3237 A

**TABLED**
**RESOLUTION (ID # 3237)**

## 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

11/16/15 City Council  
Next: 12/07/15

REFERRED TO COMMITTEE

**City of Springfield**

36 Court Street  
Springfield, MA 01103

**SCHEDULED****ORDINANCE (ID # 3286)**

Meeting: 12/07/15 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 7 Councilor Timothy C. Allen

DOC ID: 3286

## **Taxicabs and Livery Vehicles - Definitions**

### **Chapter 390 - Vehicles For Hire**

#### **Article II. Taxicabs and Livery Vehicles**

ORD. NO: \_\_\_\_\_

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 deleting/striking the sentence as follows in the Definitions - Livery Vehicle.

New livery companies must maintain a minimum of five (5) vehicles.

Section 2. Section 390-6 of Chapter 390, Taxicab and Livery Vehicles, of the Code of the City of Springfield, is hereby further amended by the following by adding a new Definitions - Livery Vehicle, to read as follows:

All livery vehicle owners and operators must obtain written approval from the City of Springfield Taxi and Livery Commission prior to operating a livery business within the City. All livery plated vehicles must have a livery license issued by the Registry of Motor Vehicles after obtaining written approval from the City of Springfield Taxi and Livery Commission. All livery vehicle owners and operators shall abide by the City of Springfield Taxi and Livery Commission's Ordinances and Rules and Regulations.



## City of Springfield

36 Court Street  
Springfield, MA 01103

### SCHEDULED

## RESOLUTION (ID # 3291)

Meeting: 12/07/15 07:00 PM

Department: City Council

Category: General

Prepared By: Karla Bourassa

Initiator: Zaida Luna

Sponsors: Ward 1 Councilor Zaida Luna

DOC ID: 3291 A

## Puerto Rico Chapter 9 Uniform

- WHEREAS, Resolution calling upon the United States Congress to pass and the President to sign H.R. 870, also known as, the Puerto Rico Chapter 9 Uniformity Act of 2015, and
- WHEREAS, The Commonwealth of Puerto Rico is struggling with a weak economy, declining population and crushing debt obligations, and
- WHEREAS, The unemployment rate in Puerto Rico has remained consistently high and currently stands at around 11.6%, and
- WHEREAS, According to the U.S. Census, Puerto Rico's poverty rate is about 45% or nearly twice that of Mississippi, the poorest state in the Union, and
- WHEREAS, Puerto Rico's financial plight is also distressing to the many Springfield and surrounding community residents who have called the island their home, or have family and friends who live there, and
- WHEREAS, Due to economic pressures the Puerto Rican population has declined, in contrast to the U.S. population which has increased, and
- WHEREAS, Puerto Rico is neither an independent nation, nor a U.S. state, but rather a U.S. territory, and
- WHEREAS, Puerto Rico may not manipulate its currency to satisfy debt obligations as an independent nation might, and
- WHEREAS, According to U.S. law, as currently written, Puerto Rico's municipalities, and their publicly-owned corporations, may not claim bankruptcy in the way that the municipalities of states, such as Detroit, may, and
- WHEREAS, In effort to fill the gap in the law, the Puerto Rican government passed the Puerto Rico Public Corporations Debt Enforcement and Recovery Act ("Recovery Act"), which would have authorized certain government-owned corporations to restructure their debt, and
- WHEREAS, In February of 2015, a court ruled the Recovery Act was inconsistent with federal law, and
- WHEREAS, Without the Recovery Act or access to bankruptcy, Puerto Rico, and its residents-who are United States citizens will be unable to avail themselves

or orderly and established bankruptcy processes common under federal law, and

WHEREAS, The Puerto Rico Chapter 9 Uniformity Act of 2015 would amend Title 11 of the United States Code to treat Puerto Rico as a state for the purposes of adjusting the debts of municipalities, and

WHEREAS, Access to bankruptcy for the Commonwealth would provide an orderly, established, process for both debtors and creditors that balances public and private interests

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council calls upon the Congress to pass and the President to sign H.R. 870, also known as, the Puerto Rico Chapter 9 Uniformity Act of 2015