



CITY COUNCIL

City Clerk's Office 11/10/2021 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday November 15, 2021** at 07:00 PM.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on November 15, 2021 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

Informational

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

Grants

- (2.) Parks - EEA Grant - Van Horn Dam Phase II - \$249,975.00 - Match Required (Mayor Sarno)
(3.) Massachusetts Cultural Council Grant - No Match Required - \$15,000.00 (Mayor Sarno)
(4.) The Springfield Library Foundation Donation - \$2,050.00 (Mayor Sarno)

Orders

- (5.) Transfer - Stabilization Reserve to Law Department Settlement Account - \$5,000,000.00 (Mayor Sarno)
Transfer - Stabilization Reserve to Law Department Settlement Account - \$5,000,000.00
(6.) Bills of Prior Year - Various Departments - \$1,690.20 (Mayor Sarno)
(7.) Order Approving an Intergovernmental Agreement with the Springfield Parking Authority (Mayor Sarno)
WHEREAS, the City of Springfield is seeking to enter into a three-year contract agreement with an option to renew for two additional years ("Agreement") with the Springfield Parking Authority ("SPA") to provide on-street and off-street parking management services, as well as, parking enforcement services, in the City of Springfield; and

WHEREAS, the SPA is a body politic and corporate and political subdivision of the Commonwealth of Massachusetts as set out in Chapter 674 of the Acts of 1981; and

WHEREAS, the SPA in compliance with Massachusetts General Law Chapter 30B has procured a private vendor to provide on-street street and off-street parking management services, as well as, parking enforcement services in the City of Springfield; and

WHEREAS, the Intergovernmental Agreement must be approved by the City Council and the Mayor pursuant to Massachusetts General Laws chapter 40, section 4A; and

NOW THEREFOR BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the On Street Parking Management Agreement between the City of Springfield and the Springfield Parking Authority in substantially the same form as the draft contract attached hereto as Exhibit A, subject to the approval of the Mayor.

Special Permits

- (8.) For a Special Permit for an Accessory Wall Sign(S), Above the First Floor, at the Property Known as 1500 Main Street (08130-0132) (Book#22635/Page#265), as Authorized by M.G.L. and the Springfield Zoning Ordinance Article 9, Section 9.8.17.

Request: See Above
Owner: Mittas Hospitality LLC & DD
Development LLC
By: Vid Mitta/Dinesh Patel
Petitioner: YMCA of Greater Springfield
By: Dexter Johnson

- (9.) For a Special Permit to Operate a Trash Hauling Service Facility at the Property Known as 1635 Page Boulevard (09440-0785) (Book#23895/Page#398, as Allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 15.3.

Request: See Above
Owner: DDM Property Group, LLC
By: Daniel Hannoush
Petitioner: DDM Property Group, LLC
By: Daniel Hannoush

- (10.) For a Special Permit to Operate an Adult Use Marijuana Establishment (Storefront Retail) at the Property Known as 666 State Street11110-0135) (Book#21065/Page#123), as Allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 20.1(1).

Request: See Above
Owner: Ellen & Lewis Boynton
By: Ellen & Lewis Boynton
Petitioner: Primus, LLC
By: Lamont Clemons, Manager

- (11.) To Amend an Existing Special Permit (Motor Vehicle Repairs), Granted February 1994, by Allowing a Change to the Petitioner, at the Property Known as 867 Boston Road (01655-602) (Book#14260/ Page#0570), as Allowed by M.G.L. and the Springfield Zoning Ordinance, Table 4-4, Section 12.3(4).

Request: See Above
Owner: Linda Ronen
By: Linda Ronen

Petitioner: Eric R Morin Jr.
By: Eric R Morin Jr.

Petitions

(12.) 21-14 New Parking Meters

Ordinances

(13.) (ID # 6137) - Gasoline Stations-Amending Chapter 178
Please see attached

CITY OF SPRINGFIELD, MASSACHUSETTS

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General FundFor the period ended
09/30/21

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	231,735,891	58,225,346	(173,510,545)	25'
Real Estate & Personal Property Taxes - Tax Liens	-	311,804	311,804	0'
Motor Vehicle Excise	10,439,074	795,724	(9,643,350)	8'
Penalties, interest and other taxes	18,557,057	831,611	(17,725,446)	4'
Charges for Services	11,178,412	4,171,058	(7,007,354)	37'
Intergovernmental	459,525,560	116,190,477	(343,335,083)	25'
Licenses and Permits	4,762,907	1,262,999	(3,499,908)	27'
Fines and Forfeits	496,733	105,937	(390,796)	21'
Interest earned on Investments	1,556,523	198,870	(1,357,653)	13'
Miscellaneous	5,367,305	3,141,328	(2,225,977)	59'
FY 2021 Net School Spending Shortfall (a.)	15,593,824	15,593,824	-	100'
Other Financing Sources - ARPA Grant	12,080,086	12,080,086	-	100'
Total Revenues and Other Sources	771,293,371	212,909,064	(558,384,307)	28'
Expenditures and Other Uses:				
General government	27,460,633	10,474,588	16,986,045	38'
Public safety				
Police	51,928,503	11,191,823	40,736,680	22'
Fire	24,858,542	5,688,207	19,170,334	23'
Centralized Dispatch	1,993,283	620,359	1,372,925	31'
Other	4,517,296	1,423,128	3,094,168	32'
Health and Welfare	4,425,207	911,074	3,514,133	21'
Public works	11,160,231	5,897,958	5,262,273	53'
Education	507,290,369	138,526,614	368,763,755	27'
Culture and recreation	14,581,107	4,747,749	9,833,358	33'
Pension and fringe	82,679,805	59,833,120	22,846,685	72'
State and district assessments	3,843,098	1,004,120	2,838,977	26'
Debt Service	26,089,357	14,623,219	11,466,139	56'
Pay as you go Capital	4,207,801	1,169,223	3,038,578	28'
Other Financing Use - Trash Enterprise Supplement	6,258,139	6,258,139	-	100'
Total Expenditures and Other Uses	771,293,371	262,369,320	508,924,052	34'
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(49,460,255)	(49,460,255)	

(a.) The FY 2021 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.

Attachment: September Revenue Vs. Expenditure Report (6504 : September Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS

Budget and Actual - General Fund

Expenditures and Encumbrances

For the period ended

09/30/21

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	27,460,633	-	27,460,633	6,503,486	3,971,102	16,986,045	38%
Public safety							
Police	51,928,503	-	51,928,503	10,372,829	818,995	40,736,680	22%
Fire	24,858,542	-	24,858,542	5,393,319	294,889	19,170,334	23%
Centralized Dispatch	1,993,283	-	1,993,283	586,369	33,990	1,372,925	31%
Other	4,517,296	-	4,517,296	938,228	484,899	3,094,168	32%
Health and Welfare	4,425,207	-	4,425,207	736,298	174,776	3,514,133	21%
Public works	11,160,231	-	11,160,231	5,179,406	718,552	5,262,273	53%
Education	491,696,545	15,593,824	507,290,369	92,605,776	45,920,837	368,763,755	27%
Culture and recreation	14,581,107	-	14,581,107	3,761,026	986,723	9,833,358	33%
Pension and fringe	82,679,805	-	82,679,805	58,753,422	1,079,699	22,846,685	72%
State and district assessments	3,843,098	-	3,843,098	961,414	42,706	2,838,977	26%
Debt Service	26,089,357	-	26,089,357	14,623,219	-	11,466,139	56%
Pay as you go Capital	4,207,801	-	4,207,801	162,156	1,007,067	3,038,578	28%
Other Financing Use - Trash Enterprise Supplement	6,258,139	-	6,258,139	6,258,139	-	-	100%
Total Expenditures and Other Uses	755,699,547	15,593,824	771,293,371	206,835,085	55,534,235	508,924,052	34%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparison Revenue Vs. Expenditures
For the period ended
09/30/21 vs 09/30/20

<u>Revenues and Other Sources:</u>	<u>FY 2022 Actual</u>	<u>FY 2021 Actual</u>	<u>Increase/ (Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 58,225,346	\$ 57,173,072	\$ 1,052,273	
Tax Liens	311,804	365,847	(54,043)	
Motor Vehicle Excise	795,724	1,566,734	(771,010)	
Penalties, interest and other taxes	831,611	425,833	405,779	
Charges for Services	4,171,058	3,458,950	712,108	
Intergovernmental	116,190,477	106,798,511	9,391,966	Increase in State Aid
Licenses and Permits	1,262,999	876,221	386,778	
Fines and Forfeits	105,937	81,055	24,883	
Interest earned on Investments	198,870	761,648	(562,778)	IRS Sinking Fund Payment - FY 21
Miscellaneous	3,141,328	475,185	2,666,144	
Net School Spending Shortfall	15,593,824	14,792,138	801,686	
Stabilization Reserves	-	3,255,229	(3,255,229)	
Other Financing Sources	12,080,086	-	12,080,086	
Total Revenues and Other Sources	212,909,064	190,030,422	22,878,643	

Expenditures and Other Uses:

General government	10,474,588	8,992,454	1,482,134	Encumbered Funds in FY 22
Public safety				
Police	11,191,823	11,814,853	(623,030)	
Fire	5,688,207	6,077,154	(388,946)	
Centralized Dispatch	620,359	568,563	51,795	
Other	1,423,128	1,495,654	(72,527)	
Health and Welfare	911,074	895,011	16,063	
Public works	5,897,958	6,112,152	(214,194)	
Education	138,526,614	111,133,245	27,393,368	FY 22 Pension Payment
Culture and recreation	4,747,749	5,513,612	(765,863)	
Pension and fringe	59,833,120	19,956,433	39,876,687	FY 22 Pension Payment
State and district assessments	1,004,120	936,119	68,001	
Debt Service	14,623,219	14,323,919	299,300	
Pay as you go Capital	1,169,223	575,426	593,797	
Trash Enterprise Supplement	6,258,139	5,690,177	567,961	
Total Expenditures and Other Uses	262,369,320	194,084,773	68,284,547	

Totals	\$ (49,460,255)	\$ (4,054,351)	\$ (45,405,904)
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REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/26/2021

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions Patrick Sullivan
Executive Director

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

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City (Dam & Seawall Repair or Removal Grant)

Private/Other

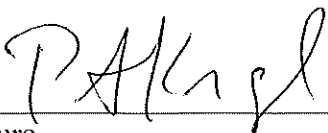
Grant Name: Upper Van Horn Dam Phase 2

Total Grant Amount Awarded: \$ 249,975

Object Codes:

Budget Roll-Up Codes:

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



Signature

10/27/21

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.

From: [Calvanese, Kathy](#)
To: [Walsh, Laura Anne](#)
Subject: FW: [External] Upper Van Horn Dam Grant Contract
Date: Monday, October 25, 2021 1:42:49 PM
Attachments: [Springfield Upper Van Horn Dam FY21 Design Permit Contract.pdf](#)
[Springfield 2021 Upper Van Horn2 Dam Attach AB.pdf](#)

From: Hinkley, William (ENV) <william.hinkley@state.ma.us>
Sent: Thursday, June 3, 2021 4:16 PM
To: Sullivan, Pat <PSullivan@springfieldcityhall.com>
Subject: [External] Upper Van Horn Dam Grant Contract

Hi Patrick:

As I mentioned on the phone, we are happy to be able to support the Upper Van Horn Reservoir Dam design/permit project at \$249,975. Please check over the contract attachments to be sure that they reflect the project correctly. Please have the contract cover sheet signed according to your procedures and return a scan to me by e-mail. Please retain the signed original for the project file. As I also noted, EEA is not yet ready to announce these awards but I would like to get these moving so we can get the dollars to the City.

Best wishes and congratulations,
Bill

William W. Hinkley
 Executive Office of Energy and Environmental Affairs
 100 Cambridge Street, Ste. 900
 Boston, MA 02114
 617.626.1177 (office)
 617.780.4771 (mobile)
william.hinkley@mass.gov

CAUTION: This email originated outside our organization; please use caution.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 200 Traflet Road, Springfield, MA 01108		Business Mailing Address: 100 Cambridge Street, Ste 900, Boston, MA 02114	
Contract Manager: Patrick Sullivan, Executive Director, Dept. of Parks, Buildings, & Recreation Management	Phone: (413) 787-6440	Billing Address (if different):	
E-Mail: psullivan@springfieldcityhall.com	Fax:	Contract Manager: William Hinkley	Phone: 617-626-1177
Contractor Vendor Code: VC		E-Mail: william.hinkley@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 21 DS 01	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$249,975.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For design and permitting for the repair of Upper Van Horn Reservoir Dam			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2022 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Domenic J. Sarno</i></u> Date: <u>6/24/2022</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM

CONTRACTOR: CITY OF SPRINGFIELD
 PROJECT: UPPER VAN HORN RESERVOIR DAM DESIGN AND PERMIT

CONTRACT ATTACHMENT A – SCOPE OF SERVICES

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the following Attachment shall contain a specific detailed description of all obligations, responsibilities, and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *ATTACH AS MANY ADDITIONAL PAGES AS NECESSARY.* [See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.]

This contract between the Executive Office of Energy and Environmental Affairs (EEA) and the City of Springfield represents an agreement for EEA to provide assistance from the Dam and Seawall Repair or Removal Program for the financing of costs incurred with the Upper Van Horn Reservoir Dam Repair Design and Permit Project, in keeping with M.G.L. c. 29, §2III and the regulations issued under 301 CMR 15.00.

Project Objective:

The Executive Office of Energy and Environmental Affairs (EEA) will provide financial assistance by means of a grant in the amount of **\$249,975** to the **City of Springfield** to support the **permitting & design for repair of the Upper Van Horn Reservoir Dam**. This scope of work was outlined with the application to the DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM (RFR# ENV 21 DS 01) submitted to the Executive Office of Energy and Environmental Affairs (EEA) dated 2/26/2021

Background:

The Upper Van Horn Reservoir Dam is a Significant Hazard earthen embankment structure approximately 905 feet long, 50 feet wide at the crest, and 32 feet high at its tallest point, believed to be constructed sometime in the mid-1800s. The dam is in Poor condition, due to vegetation, erosion, uncontrolled seepage, animal burrows, concrete deficiencies, and the lack of a low-level outlet. The dam is owned by the City of Springfield and is operated and maintained by the Department of Parks, Buildings, and Recreation Management. The crest of the dam supports Armory Street, a significant through street in the City. There is no low-level outlet for the dam. The normal impoundment volume is 67 acre-feet, with maximum storage at 169 acre-feet, with water to the top of the dam.

Immediately downstream of the dam is the Lower Van Horn Reservoir Dam, which is a High hazard potential dam, as classified by the Office of Dam Safety. The Lower Van Horn Reservoir Dam was recently rehabilitated with Dam Repair grant funding. Further downstream, past Lower Van Horn Reservoir Dam is the Baystate Medical Center, the only Level 1 trauma center in the area. There are also various residential homes, commercial buildings, roads (including I-91), and a railroad corridor located downstream of the dams in series.

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM

CONTRACTOR: CITY OF SPRINGFIELD
 PROJECT: UPPER VAN HORN RESERVOIR DAM DESIGN AND PERMIT

This project will allow for advancement of design and permitting which will ultimately lead to a construction improvement project to restore the dam to a Good condition rating under the Massachusetts Dam Safety Regulations. Rehabilitation of the dam will reduce the risk of a catastrophic dam failure for the Poor condition dam, which would result in significant infrastructure and structure impacts, and potentially loss of life.

Project Scope:

The objectives of this phase of the Project are to provide design and permitting services to advance the Project toward construction.

Task 1 -Design Development

Task 2 - Project Permitting

- Project Notification Form for Massachusetts Historical Commission
- Massachusetts Environmental Policy Act (MEPA) Environmental Notification Form (ENF)
- Wetlands Protection Act Notice of Intent (NOI) for the Springfield Conservation Commission
- Section 401 Water Quality Certification for Dredging and/or Fill from MassDEP
- Section 404 Authorization from U.S. Army Corps of Engineers
- Chapter 253 Dam Safety Permit application for the MA DCR Office of Dam Safety

Task 3 - Construction Document Preparation

Estimated Schedule and Costs:

Upper Van Horn Reservoir Dam Design and Permitting Project			
Task No.	Description	Estimated Cost FY1	Estimated Cost FY2
1	Design Development	\$ 20,000	\$ 190,000
2	Project Permitting	\$ -----	\$ 70,000
3	Construction Document Preparation	\$ -----	\$ 53,300
	Total Estimated Cost =\$333,300	\$20,000	\$313,300

Of the total \$333,300.00 estimated cost, the City of Springfield is seeking a grant to provide funding for the Upper Van Horn Reservoir Dam Phase II Evaluation and Conceptual Designs in the amount of \$249,975.00. Applicant/Owner Contribution The total estimated cost of the Upper Van Horn Reservoir Dam Phase I Evaluation and Conceptual Designs project is \$333,300.00. The City is seeking a grant for 75% of the costs (i.e., \$249,975.00). The City is committed to contributing the remaining 25% of the project cost (i.e., \$83,325.00).

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM

CONTRACTOR: CITY OF SPRINGFIELD
 PROJECT: UPPER VAN HORN RESERVOIR DAM DESIGN AND PERMIT

Preliminary Project Schedule:

Grant Award Notification 0 months
 Procurement of Engineering Consultant 2 months
 Design Development 4 months
 Project Permitting 6 months
 Construction Document Preparation 2 months
 Total: 14 months

Other Requirements:

- The EEA project manager is to be invited to participate in any project related site visit or periodic inspection conducted by any entity issuing a permit under which the project will be conducted.
- Provide EEA with documentation for all local community funding sources used to implement the project, prior to and subsequent to the execution of this contract.
- Provide EEA with documentation for all expenses charged against the EEA funds provided. This includes contractor invoices for materials, equipment, and labor as well as any consultant charges for project oversight and local community personnel charges for project oversight.
- Reports on progress, including financial information and all information regarding progress in completing the project Tasks must be provided on a quarterly basis on or before the following dates: October 1, 2021, January 1, 2022, April 1, 2022, July 1, 2022 and every three months thereafter until the project is completed.
- A final report, including copies of permits obtained and designs created shall be submitted no later than July 31, 2022
- Materials derived from this contract distributed to the public, whether funded wholly or in part, whether printed or distributed in digital form, must carry the EEA logo and the following acknowledgement: "This project is funded by the Executive Office of Energy and Environmental Affairs". A copy of the EEA logo is available through the internet at our website (<http://www.mass.gov/eea>) or by contacting the Dam and Seawall Program Administrator.

All materials for EEA are to be delivered to:

**Executive Office of Energy and Environmental Affairs
 ATTN: Dam and Seawall Fund Program Administrator
 100 Cambridge Street – Suite 900
 Boston, MA 02114**

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM

CONTRACTOR: CITY OF SPRINGFIELD
 PROJECT: UPPER VAN HORN RESERVOIR DAM DESIGN AND PERMIT

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

(The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.)

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
State FY2021				\$249,975

MAXIMUM OBLIGATION	\$249,975
--------------------	-----------

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

AWARD PAYMENT SCHEDULE

Funds	Payment Method	Time of Payment	Funds Paid To:
Grant \$249,975	Advance	Lump sum payment upon execution of contract.	<u>City of Springfield</u>

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 15, 2021
Re: Order for Council Meeting – November 15, 2021
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 15, 2021 City Council meeting regarding an Executive Office of Energy and Environmental Affairs (EEA) grant for design and permitting for repair of the Upper Van Horn Reservoir Dam.

Background: The EEA has awarded the Parks Department with a Dam and Seawall Repair and Removal Program grant. The grant will support the permitting and design for repair of the Upper Van Horn Reservoir Dam, which will lead to a construction improvement project to restore the dam to a Good condition rating under the Massachusetts Dam Safety Regulations.

The Parks Department estimates the total project cost to be \$333,300. The EEA grant will fund \$249,975 of these costs, while the remaining \$83,325 will be provided from the City's FY22 Pay-Go account.

DESCRIPTION	AMOUNT
GRANT FUNDING	\$ 249,975
FY22 PAY-GO	\$ 83,325
TOTAL PROJECT BUDGET	\$ 333,300

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.



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/27/21

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 413-263-6828
x290

Name and Title of Person to Contact in Case of Questions Raemarie Walker,
Bus Mgr

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: 83621

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

Grant Type:

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

X

Grant Name: Massachusetts Cultural Council

Attachment: Mass Cultural Council Grant \$15,000 (6490 : Massachusetts Cultural Council Grant - No Match Required - \$15,000.00)

Total Grant Amount Awarded: \$15,000

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

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

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

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

Actual Award Date 10/21/21
Board Approval Date
Start Date 07/01/2021
Expiration Date 06/30/2022
Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

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

Org Code: 28366105

Object Codes: 530105 551700 571100 551300 524020 531040 531200 580600 501000

Budget Roll-Up Codes: YES

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

Molly Fogarty
Signature

10/27/21
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.

Walker, Raemarie

To: Canosa, Jean
Subject: RE: Grant Notification for CIP Portfolio

-----Original Message-----

From: MassCultural_noreply@smartsimple.com [mailto:MassCultural_noreply@smartsimple.com]
 Sent: Thursday, October 21, 2021 2:10 PM
 To: Canosa, Jean
 Subject: Grant Notification for CIP Portfolio

Dear Jean Canosa-Albano

On behalf of Mass Cultural Council's Executive Director, Michael J. Bobbitt, we are pleased to inform you that Springfield City Library has been approved for an unrestricted operating support grant through the FY22 CIP Portfolio program, in the amount of \$15,000.00

In past years, Mass Cultural Council convened grantees to celebrate these awards alongside our partners in the state Legislature at public events across the Commonwealth. Due to ongoing concerns related to COVID-19, making such plans is not presently feasible. In the meantime, this is an excellent opportunity to send a note of thanks to your state legislators who make these annual grants possible.

Next steps in the grant process: When you receive the email notifying you that your contract is available, you can log in to your organization account and download your contract agreement through our new grants management system. Complete instructions are available through the grants management system. Please note that the signed physical contract and any necessary attachments must still be returned to Mass Cultural Council.

On behalf of everyone at Mass Cultural Council, it is a pleasure to support the great work you do to advance the Power of Culture across the Commonwealth and we look forward to staying in touch with you and collaborating on shared priorities in FY22

Please contact Michael W. Ibrahim at 617-858-2737 or Michael.Ibrahim@art.state.ma.us if you have any questions about your FY22 Portfolio grant

Sincerely,
 Michael W. Ibrahim

Attachment: Mass Cultural Council Grant \$15,000 (6490 : Massachusetts Cultural Council Grant - No Match Required - \$15,000.00)

Check Request	
	From Accounts of: The Springfield Library Foundation
	Check to be made payable to: Springfield City Library
	Funds to be written from (Bank): Berkshire Bank <i>Check #1304</i>
	In the amount of: \$2,050.00
	Authorized by: <i>MAB</i>
	Print Name: Matthew Blumenfeld
	Date of Request: October 20, 2021
	Purpose: Two donations earmarked to purchase books "in honor of or memory of" for the East Forest Park Branch: \$2,000 from The Tucker's and \$50. from the Verzeas. These are additional funds for Tom O'Connell to use to purchase books/material according to fill donor intent. Bookplates will be made and book list to be provided.

SPRINGFIELD LIBRARY FOUNDATION INC PO BOX 28 EAST LONGMEADOW, MA 01028-0028		1304
PAY TO THE ORDER OF <i>Springfield City Library</i>		DATE <i>October 20, 2021</i>
<i>Two thousand fifty and no/100</i>		\$ 2,050.00
BerkshireBank		DOLLARS
FOR <i>Donation Additional Funds Purchase Books</i> <i>Tucker, Verzeas</i>		<i>[Signature]</i> Photo Safe Deposit® Data embossed

Attachment: Libraries Donations Check \$2,050 (6498 : The Springfield Library Foundation Donation - \$2,050.00)

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: October 4, 2021
Re: Order for Council Meeting – October 4, 2021
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 4, 2021 Council meeting. This order is needed to transfer the sum of \$5,000,000 from the City's Stabilization Reserve Fund to the Law Department's Settlement Claims Account.

Background: The Law Department requires \$5,000,000 to settle various judgements and settlements.

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.

Government Finance Officers Association
 203 N. LaSalle St., Ste. 2700
 Chicago, IL 60601-1216
 (312) 977-9700 / Tax ID: 36-2167796

STATEMENT OF ACCOUNT

V# 38229

NOV 0 2021

Mr. Timothy J. Plante
 City of Springfield
 36 Court Street
 Springfield, MA 01103-1699
 UNITED STATES

Date	Account #
09/30/2021	300159180

Amount Enclosed \$ _____

Date	Reference	Description	Amount	Credits	Balance
04/27/21	3004650	PLANTE, TIMOTHY, Rethinking Police Budgeting Part 2: Engagment	35.00		35.00
Your account is PAST DUE. Please remit payment as soon as possible.					
Total Due:					35.00
Upon Receipt	31-60 Days		61-120 Days		Over 120
0.00	0.00		0.00		35.00

PAY ONLINE AT WWW.ESTORE.GFOA.ORG
 FOR COPY OF ORIGINAL INVOICE PLEASE FAX REQUEST TO 312-977-4806

Attachment: BOPs 11.15.21 (6502 : Bills of Prior Year - Various Departments - \$1,690.20)

GILMAN, McLAUGHLIN & HANRAHAN LLP

COUNSELLORS AT LAW

101 MERRIMAC STREET
P.O. BOX 9601
BOSTON, MASSACHUSETTS 02114

VENDOR# 10785

ROBERT E. McLAUGHLIN, SR.
JOHN B. SHEVLIN, JR.
WILLIAM F. YORK
DAVID L. KLEBANOFF
ROBERT E. MORAN*
LEIGH A. McLAUGHLIN
ROBERT E. McLAUGHLIN, JR.
JOHN G. HOFMANN
JOSHUA D. KLEBANOFFTELEPHONE (617) 227-9999
FACSIMILE (617) 227-7177
www.gilmac.com

OF COUNSEL

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MICHAEL EBY
KAREN C. WALKER
J. DAVID MORAN
DONNA E. COHEN
C. BRENDAN NOONAN IIIWALTER H. McLAUGHLIN, SR.
(1931-1994)

*ALSO NH

October 28, 2021

Our File # 007128 00001 51711 DLK

City of Springfield
36 Court Street
Springfield, MA 01103

Re: UTILITIES/NSTAR - Western Mass. Electric

PROFESSIONAL SERVICES RENDERED

03/24/21	JDK	Review letter	0.20 hrs	\$175.00 /hr	\$35.00
04/02/21	DLK	Call from R Allen	0.30 hrs	\$250.00 /hr	\$75.00
04/05/21	DLK	Find DPU exhibits, calculate whether interest included in exogenous cost recovery	1.20 hrs	\$250.00 /hr	\$300.00
04/27/21	DLK	Call from Patrick	0.30 hrs	\$250.00 /hr	\$75.00
04/30/21	DLK	Call with Patrick G	0.30 hrs	\$250.00 /hr	\$75.00
06/28/21	DLK	Call with Patrick, CFO and Ed Picula, collect NSTAR Gas DPU materials and forward	1.50 hrs	\$250.00 /hr	\$375.00
06/29/21	DLK	Call from Patrick; check 10K	0.80 hrs	\$250.00 /hr	\$200.00
Total fees for this matter					\$1,135.00

DISBURSEMENTS AND COSTS

Total disbursements for this matter \$0.00

SUMMARY OF AMOUNTS BILLED

Klebanoff, David L.	4.40 hrs	\$250.00 /hr
Klebanoff, Josh D	0.20 hrs	\$175.00 /hr

Attachment: BOPs 11.15.21 (6502 : Bills of Prior Year - Various Departments - \$1,690.20)



OCT 12 2021

V# 20515

Invoice

Date	Invoice No.
05/01/21	67347

Affiliated News Services LLC
568 Washington St., Suite 22
Wellesley, MA 02482

781-237-6106 / 781-237-6747 (FAX)

Bill To

City of Springfield
Attn: Bill Baker, Communications Dir.
36 Court Street, Room 214
Springfield, MA 01103

Due Date				
05/31/21				
CustID	P.O. Number	Affiliated TAX ID	Business Office	Editorial Office
603		04-3323916	781-237-6106	617-722-2439
Description				Amount
State House News Service Subscription May and June 2021				520.20
This invoice has been revised for May and June 2021 service only per Terri Maggie				
Thank you for your subscription!				Total \$520.20

Attachment: BOPs 11.15.21 (6502 : Bills of Prior Year - Various Departments - \$1,690.20)

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 15, 2021
Re: Order for Council - November 15, 2021
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 15, 2021 City Council meeting, which will pay prior year invoices in the amount of \$1,690.20

Background: This is a request to allow the departments listed below to pay previous year's bills from the current year (FY22) operating budget. Listed below are the department invoices, due dates, reasons and amounts.

11/15/2021 Council Meeting

Department	Invoice #	Vendor	Date	Reason	Amount
City Council	300159180	Government Finance Officers Association	4/27/2021	FY21 Services Rendered	\$ 35.00
Assessor	007128	Gilman, McGlaughlin & Hanrahan LLP	3/24/2021	FY21 Services Rendered	\$ 1,135.00
A&F	67347	State House News Service	5/1/2021	FY21 Services Rendered	\$ 520.20
Total					\$ 1,690.20

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 - BOPs 11.15.21 (6502 : Bills of Prior Year - Various Departments - \$1,690.20)

CITY CONTRACT # _____

ON-STREET PARKING MANAGEMENT AGREEMENT

This Agreement is entered into as of this ____ day of _____, 2021, by and between the **CITY OF SPRINGFIELD**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Parking Clerk and Mayor (hereinafter the "City"), and the **SPRINGFIELD PARKING AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be amended, with a principal place of business at 150 Bridge Street, Springfield, MA 01103 (hereinafter "SPA").

WITNESSETH THAT:

WHEREAS, the SPA, in compliance with Massachusetts General Laws Chapter 30B, has procured a private vendor to provide on-street and off-street parking management and enforcement services in Springfield; and

WHEREAS, the City is willing to grant to SPA the right to maintain, operate and manage the City's on-street parking program (hereinafter "OSPP"), under the terms and conditions of this Agreement;

NOW THEREFORE, in furtherance of the foregoing, which hereby is incorporated by reference, in consideration of the mutual promises, covenants, representations and warranties set forth herein, the parties hereto agree as follows:

ARTICLE 1. GRANT OF AUTHORITY FOR ON-STREET PARKING MANAGEMENT AND ENFORCEMENT

1.1. The City does hereby grant to the SPA and the SPA does hereby accept and receive from the City the right to maintain, operate and manage the City's OSPP, to the extent allowed by law, including but not limited to parking enforcement services (collectively the "Services"). In furtherance of this grant of authority, the City's Parking Clerk hereby contracts with the SPA to supervise and coordinate the processing of parking notices. This is not a delegation of authority under Section 19 of Chapter 674 of the Acts of 1981.

1.2. In the performance of the Services, SPA agrees to comply with all applicable procurement and other laws.

1.3 In connection with the Services, the SPA is permitted to use the City-owned Inventory listed in Exhibit 1 which is attached hereto and made a part hereof (the "Inventory"). All items contained in the Inventory, and all supplies, furniture, fixtures, equipment or personal property which are attached, appurtenant to, used in connection with the current operation of the Services shall remain the property of the City. The SPA shall maintain a written listing of all Inventory, and shall provide an updated listing to the City on an annual basis on the first of January each

respective year of the Agreement.

1.3.1 Return: The SPA covenants to the City that the SPA shall, at the expiration or other termination of this Agreement, return to the City all the Inventory, supplies, furniture, fixtures, equipment or personal property of the City including all keys, locks and other fixtures connected therewith, in good repair, order and condition in all respects, wearing and use thereof and damage by unavoidable casualty only excepted.

1.4 In the event SPA desires to purchase any capital equipment in order to perform the Services, which it desires to install at any City-owned building or property, the SPA shall request and obtain the prior written consent of the contact person to be identified by the City prior to such installation and prior to removing the same upon the termination of this Agreement.

ARTICLE 2. TERM.

2.1 The initial term of this Agreement shall be three (3) years, commencing on February 1, 2022, and ending January 31, 2025. The City reserves the right at its option to renew this Agreement for one additional two (2)-year period.

The City and the SPA agree to meet at least 60 days prior to the end of the initial contract term to discuss issues of mutual interest and concern which may need to be addressed in an amendment to this Agreement during the contract renewal period. If either the City or the SPA does not wish for the City to exercise its option to renew this Agreement for the extension period, that party agrees to give written notice of such intention to the other party at least 90 days prior to the end of the initial contract term.

ARTICLE 3. SCOPE OF SERVICES, SPA'S OBLIGATIONS

3.1 SPA shall be responsible for managing the OSPP for the City and shall make recommendations to the contact person to be identified by the City regarding changes to the OSPP in the geographical area subject to this contract. Said changes shall include, but not be limited to, the price charged for metered parking, the duration of parking at metered and non-metered spaces, the addition of metered or non-metered parking spaces, changes to metered and non-metered parking spaces and the elimination of metered and non-metered parking spaces.

3.1.1 SPA shall propose meter rates to the City CAFO no later than March 15th of every year, with the City Council serving as the rate-setting body pursuant to state law. The City and SPA will agree to harmonize rates to the extent possible, understanding that the authority to set rates lies with the City. If rates are no longer acceptable to SPA, it may terminate the Agreement in accordance with Section 14.4.

3.2 **Geographical Area:** This agreement shall encompass all on-street parking in the City of Springfield.

3.3 Performance: The SPA represents to the City that the SPA shall perform the following Services so as to achieve the objectives established by the City and set forth in this Agreement. The SPA represents to the City that the SPA shall perform the Services in a competent, efficient and productive manner. The SPA shall use its best efforts to promote on-street parking in the City. The SPA shall procure and negotiate all contracts in a commercially reasonable manner and on an arms-length basis, and in compliance with all applicable laws and regulations. The SPA shall exercise all diligent efforts at all times for the benefit of the City and its citizens. SPA may subcontract with one or more private vendors to provide the Services, but SPA shall be responsible for the performance of the Services at all times.

3.3.1. SPA Management and Operation of the OSPP: SPA will be responsible for management and operation of the OSPP, including:

Maintain responsibility for maintenance and operations of the City's parking meters;
Implement the City's parking fee structure for all parking meters during approved hours;
Collect, count, and deposit of all parking meter fees into City accounts;
Audit the collection of meter fees;
Design and provide directional and informational signage.

Expenses: SPA will be responsible for all expenses associated with the management and operation of the OSPP, which include but are not limited to: Labor; Vehicles and fuel; Maintenance supplies; Office supplies; Computer hardware and software (for purposes of reporting and information sharing, all software to be compatible with Quickbooks and Microsoft office); utilities, phone, internet etc.; all consumables; handheld meter reading devices; revenue collection supplies; RMV / collection fees, equipment to access the Registry of Motor Vehicle database for marking and unmarking; insurance; cost of hiring subcontractors; postage; and abandoned vehicle towing. The SPA shall pay all applicable social security, unemployment, or other employment taxes or contributions of insurance for its employees and shall comply with all federal and state laws, rules and regulations relating to employment generally, minimum wages, social security, unemployment insurance and workers' compensation.

The SPA covenants to the City that the SPA will not obstruct the sidewalks, public or private ways in the performance of the Services except as otherwise allowed by the City's Department of Public Works, Traffic Commission or Police Commissioner.

Any changes to current meter locations and signage shall require the approval of the City.

3.3.2 Parking Enforcement Operations: SPA or its vendor will be responsible for enforcing citywide parking violations at the parking lots, garages, and on-street meters. SPA or its vendor will be responsible for obtaining all necessary approvals and/or special police officer designations for employees who will perform parking violation enforcement duties. Parking enforcement will occur from 8:00AM until 6:00PM, Monday through Friday, and should be issued by properly designated parking enforcement officers using hand-held electronic or other devices to be provided by the SPA. The SPA shall:

- i) Develop and implement a parking enforcement patrol plan, designed to optimize utilization/revenues of all on-street parking within 90 days of contract start;
- ii) Patrols shall be designed to permit a minimum of four checks per day of short-term parking meters (limit of 2 hours or less) and two checks per day of the long term (time limit greater than 2 hours) or otherwise as mutually agreed upon by the parties;
- iii) Appear in court to give evidence regarding violation notices on an as required basis;
- iv) Maintain accurate records and provide, as needed, information to the City in a format that is fully compatible with and can easily be downloaded into the City's computer system with regard to violation notices issued. The format of the information should be compatible with Microsoft office software products and Quickbooks;
- v) Notify the Springfield Police Department of any vehicle the SPA orders towed for violation of traffic laws concerning handicap zones, fire hydrants, yellow curbs or other parking violation that would constitute a hazard or obstruction to the regular flow of traffic or pedestrians, subject to the provisions of Section 3.3.4(xii);
- vi) "Boot" or tow, in accordance with the Local and State vehicle code.

The Contractor will be responsible for expenses including labor, uniforms, vehicles, and insurance; collection equipment purchase and maintenance; collection security.

Expenses: The SPA will be responsible for expenses including: hardware and software necessary to perform the functions as described in the scope of services (format of the information should be compatible with Microsoft office software products, and Quickbooks, record keeping, data management, and financial reporting, expenses such as postage, notice issuance, etc.

3.3.4 Parking Tickets

- i) SPA and its private vendor, if any, will process all parking tickets issued on and after the effective date of this Agreement.
- ii) SPA and its private vendor, if any, will provide all equipment and supplies and personnel to produce, issue and enforce electronic and manual parking tickets.
- iii) SPA and its private vendor, if any, will input manual parking tickets into the new on-street parking computer system.
- iv) SPA and its private vendor, if any, must provide the City with the following information and provide the City with online access to the following reports.

*all tickets issued for the month;

*all tickets that were cancelled and voided for the month;

v) SPA and its private vendor, if any, shall designate a direct contact person for City inquiries.

vi) SPA and its private vendor, if any, will provide a hearings officer, who shall conduct parking ticket appeal hearings. The hearings should be scheduled and conducted in accordance with the Rules of the Road and City Ordinances, but not less than twice per month. SPA will perform these services as the City designated Parking Clerk.

vii) Following receipt of Parking Control Officer designation from the Springfield Police Department, and final approval of revisions to the City of Springfield Rules of the Road by the City Council granting such authority, the designated employees of SPA or its vendor shall have the authority to tow illegally parked motor vehicles, with said tows being considered police-ordered tows, with the exception of violations of parking bans due to snow and inclement weather. (See Article 3.3.2(v) for notification requirements). Towing for parking ban violations due to inclement weather may only be ordered by the Springfield Police Department.

viii) SPA shall require its private vendor to indemnify, protect and defend the City from all liability associated with its towing of motor vehicles under this Agreement and/or from the City's granting it access to its towing and vehicle storage contract.

3.3.5 Parking Meters

i) SPA and its private vendor, if any, shall deposit all parking meter revenues into a City of Springfield bank account on a daily basis. Money collected on weekends and holidays will be deposited the next business day.

ii) SPA and its private vendor, if any, must provide the City with access to the following reports:

a) daily collection and deposit reports accounting for all meter collections and deposits;

b) a proper accounting of all funds deposited into the City of Springfield bank account.

iii) SPA and its private vendor, if any, must maintain a meter repair log to track repairs.

iv) SPA and its private vendor, if any, will maintain meters and paint on-street parking bays.

v) As the City will own any new on-street parking equipment purchased or reimbursed under this Agreement, any changes to parking meters must be approved by the contact person for this work as identified by the City. This approval will not be unreasonably withheld.

vi) Parking meters shall be maintained to the extent that no more than 15% of the meter inventory is out of service at any given time, excluding acts of vandalism.

3.4 City Participation in Selection of SPA Vendor: The Parties acknowledge that the SPA currently has a vendor for its Operations Management, including for on-street management services. At the conclusion of SPA's current Operations Management Contract, the City shall appoint a voting member to serve on the committee formed to review proposals from vendors seeking to provide on and off-street parking services to SPA, interview potential vendors, and make a recommendation to the SPA Board, during the SPA's procurement process.

3.5. Payment of Expenses and Obligations: The SPA shall pay as they become due all charges, costs, expenses and fees incurred in connection with the performance of the Services. SPA will invoice the City for such expenses according to the terms and conditions of this Agreement. The SPA shall not, without consultation with the City, enter into contracts, subcontracts or obligations in connection with the Services which extend beyond the initial 3-year term of this Agreement, except as expressly provided for herein in Section 2.1.

3.6. Approvals: The SPA shall obtain and maintain all governmental approvals, permits and licenses necessary for the SPA to perform the Services. The City shall cooperate reasonably with the SPA in applying for such permits and licenses.

3.7 Waste Prohibited, Damage to City Property: The SPA covenants to the City that the SPA will not commit waste on, overload, damage or deface any City-owned property in the performance of the Services. The SPA covenants, represents and warrants to the City that the SPA shall immediately notify the City, in writing, of the loss, destruction of, or damage to, City property, real or personal, arising from the performance of Services under this Agreement. SPA shall furnish the City with a detailed written statement concerning the date, time, description of the property and the circumstances of such loss, destruction or damage.

3.8. Compliance with Laws: The SPA, its officers, agent and employees shall at its sole cost and expense take or cause to be taken all steps necessary to ensure that all applicable federal, state and local laws, ordinances, regulations, orders, statutes, rules and restrictions pertaining to and affecting the performance of the Services are fully satisfied. The SPA shall at its sole cost and expense require all contracts and subcontracts into which it enters in furtherance of the goals of this Agreement to be of such form and content that they comply with all applicable statutes, rules, regulations, ordinances or requirements, policies or plans established by any federal, state or local governmental entity or any department, commission, office, official, board or bureau thereof.

3.9. Damage Waiver, Insurance and Indemnity: The SPA hereby agrees to require its private vendor to waive all claims against the City for personal injury or property damage incurred in the performance of the Services under this Agreement unless caused by the negligence or willful misconduct of the City, its agents or employees. The SPA agrees to require its private vendor to list the City of Springfield as an additional insured on its general liability insurance policy.

The SPA shall require its private vendor, at the vendor's sole cost and expense, to indemnify the City against, hold the City harmless from, provide the defense of the City for (with counsel acceptable to the City), and reimburse the City for any claim, action, injury, judgment, settlement, loss or damage against or threatened against the City, arising under, relating to or touching or concerning the SPA's performance of the Services under this Agreement through the vendor, except for claims solely caused by the negligent acts or willful misconduct of City employees.

3.10. Meetings: The Executive Director and Comptroller of the SPA shall meet with the City CAFO and staff on an as needed basis, to review and discuss all financial issues, managerial issues and policies, and to foster communication between the SPA, the private vendor, the City and the Police Department. Said meeting shall take place at the Office of the City CAFO and shall be scheduled by the office of the CAFO.

3.11. Information and Reports: The SPA covenants to the City that the SPA at its sole cost and expense shall report to the City annually or as may otherwise be requested on matters in the City's interest. The SPA covenants to the City that the SPA at its sole cost and expense shall report to the Office of the Mayor on a periodic basis or as may be requested by the Mayor's Office.

3.12. Financial Records, Books, Accounts and Reports: The SPA covenants to the City that the SPA at its sole cost and expense shall report to the City CAFO on a quarterly basis (by the end of the month following the close of the quarter) by providing the City CAFO with such financial reports regarding on-street parking operations as are satisfactory to the City CAFO. Such financial reports shall contain sufficient supplementary data to enable the City to determine the revenues and Operating Expenses used in computing the results of the performance of the Services of each quarter being reported upon. The SPA shall submit to the City CAFO an annual financial report on a timeframe mutually agreed by the Parties to this Agreement, to support the City's annual financial audit. SPA shall submit to the City's CAFO a proposed Operating Budget for the Services for the upcoming fiscal year no later than January 31st of each year of the Term of this Agreement. For the purpose of this Agreement the Operating Budget shall consist of the SPA's approved On-Street Budget, with approval from the City's CAFO. The SPA shall maintain all books, documents and records related in any way to this Agreement which shall as a minimum comply with the following:

1. The SPA shall make, and keep for at least seven (7) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the SPA; and
2. until the expiration of seven (7) years after termination of this Agreement the City and the City Auditor shall have the right to examine any books, documents, papers or records

of the SPA or of its subcontractors that directly pertain to, and involve transactions relating to, the performance of the Services; and

3. the SPA shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the City, including in the SPA's description the date of the change and reasons therefore, and shall accompany said description with a letter from the SPA's independent certified public accountant approving or otherwise commenting on the changes; and

4. the SPA shall file prior to the execution of the contracts and will continue to file annually, an audited financial statement or equivalent, for the most recent completed fiscal year as set forth in paragraph 7 below;

5. The SPA shall file with the City Auditor and City a statement of management as to whether the system of internal accounting controls of the SPA and its subsidiaries reasonably assures that:

- a. Transactions are executed in accordance with management's general and specific authorization;
- b. transactions are recorded as necessary:
 - (1) to permit preparation of financial statements in conformity with generally accepted accounting principals, and
 - (2) to maintain accountability for assets;
- c. access to assets is permitted only in accordance with management's general or specific authorization; and
- d. the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

6. The SPA shall also file annually with the City Auditor and the City a statement prepared and signed by an independent certified public accountant, stating that the SPA has examined the statement of management on internal accounting controls, and expressing an opinion as to:

- a. whether the representations of management in response to this paragraph and paragraph 5(b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
- b. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

7. The SPA shall annually file with the City Auditor and the City (within 120 days of the close of each fiscal year during the term of this Agreement) a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The said certified audited financial statement shall be accompanied by an accountant's report.

8. The City shall enforce the provisions of this section. The SPA's failure to satisfy any of the requirements of this section shall be grounds for termination of this Agreement by the City in accordance with Article 14 of this Agreement.

3.13. [Reserved].

3.14. SPA's Continuing Obligation: All the covenants made by the parties in this Article and in other Articles of this Agreement shall be continuing and shall be true and correct on the date of this Agreement and remain in full force and effect during the entire term of this Agreement. All the obligations under the Agreement may be specifically enforced by either party. The SPA's Obligations shall not be affected by any investigation, verification or approval by the City or by anyone on behalf of the City.

3.15 Operating Policies: The following Operating Policies must be implemented by the SPA in the performance of the Services:

1. Budget/Cost Containment. For Fiscal Year 2023 and thereafter, during the City's normal budget process, the SPA must submit a detailed annual budget proposal for review by the City, including requests for all maintenance and capital spending anticipated for the upcoming fiscal year to begin on July 1st. SPA shall adhere to the budget schedule established by the City, and shall submit said proposal to the City CAFO no later than January 31 for the upcoming fiscal year to begin on July 1st. Maintenance and capital spending items approved in the City's final budget shall not require additional appropriation or approval by the City. The SPA will make every reasonable effort to minimize the ongoing expenses of the OSPP. Subject to City's right to audit.

2. Employees. The SPA will have the right to hire and fire its own employees who may be engaged in the performance of the Services under this Agreement.

3. Security. The SPA will cooperate with the Springfield Police Department and downtown business organizations to address general safety concerns in the downtown area.

4. Maintenance. The SPA will assure that the City's equipment, and particularly the parking meters, are maintained in accordance with this Agreement. The SPA must immediately advise the City of any damage to a parking meter in excess of \$500.00 in cost. An annual capital improvements budget will be submitted to the City for approval no later than November 1, for the fiscal year beginning the next July.

5. Insurance. The SPA will provide evidence to the City of its vendor's property and public liability insurance in amounts satisfactory to the City so as to protect the City from claims arising out of the performance of the Services and will name the City as an additional insured on all policies, in accordance with Article 12.

6. City Access to Databases: SPA will cooperate with the City to ensure that the City may access any database maintained by it or its private vendor, if any, regarding the OSPP, including information regarding pending parking violations. All databases maintained by the SPA shall be compatible with the City's database systems.

3.16 Notices: All notifications and requests for determination from the City shall be provided to the Mayor and the City Law Department at the addresses provided in Article 13.

ARTICLE 4. RELATIONSHIP OF THE PARTIES

4.1 No Partnership; Joint Venture, Prohibited Relationships: It is understood that nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and SPA. None of the officers, agents or employees of the SPA, by virtue of such status, shall be deemed to be employees of the City for any purposes whatsoever.

4.2 Individuals performing functions under this Agreement on behalf of SPA or its private vendor, shall not be considered employees of the City.

ARTICLE 5. NO ASSIGNMENT

5.1. The SPA covenants, warrants and represents to the City that it shall not assign this Agreement or any portion of it, without the prior written consent of the City. Any consent to any assignment shall not be deemed to be consent to any subsequent assignment.

ARTICLE 6. ALTERATIONS OR IMPROVEMENTS

6.1. Ownership. All fixtures installed by the SPA (on City property) or its private vendor, which are purchased or reimbursed with City funds, shall become the property of the City. The SPA shall, at its own cost, repair any damage caused by the removal of fixtures, equipment and machinery, usual use and wear excepted.

ARTICLE 7 {Reserved}

ARTICLE 8. REPAIRS

8.1 Repairs: The City shall have the right, but not the obligation, to repair or replace any fixture or equipment necessary for the performance of the Services.

ARTICLE 9. COMPENSATION, REVENUE, EXPENSES, GUARANTY

9.1 Operating Account: The City will establish a City account for the operation of the on-street parking program.

9.1.1. For fiscal year 2023 and thereafter, on or before January 31 of each calendar year, SPA will submit to the City CAFO, a proposed budget for on-street parking operations for the fiscal year beginning July 1st. The City, through its regular budgeting process, will review the budget and appropriate funds for the operation of the on-street parking program.

9.1.2 The City shall provide funds to SPA for certain costs associated with SPA employee time spent performing On-Street Management services in furtherance of this Agreement, including reimbursement for the appropriate share of SPA-provided benefits. The City will fund the cost equivalent of one (1) FTE SPA employee, at a rate of seventy-five thousand dollars (\$75,000.00), annually, plus benefits, with total salaries and benefits not to exceed one hundred thousand dollars (\$100,000.00) annually. This amount will be negotiated each year between the City and SPA during the annual budget process. The City shall provide monthly payments to the SPA, who shall provide to the City a breakdown of how the funds in this section are allocated amongst SPA staff performing On-Street Management services under this Agreement.

The City also agrees to provide the SPA with up to twenty five thousand dollars (\$25,000.00), annually, for the actual cost of an outside auditor to perform a review of the on-street parking program consistent with the agreed upon procedures Scope of Services attached hereto as Exhibit A. Prior to the selection of an outside auditor for this purpose, the SPA shall obtain approval of the City. Subsequent to the completion of the review, the SPA shall provide all actual invoices received from the outside auditor to the City for compensation under this section. The City shall not be obligated to pay any costs of said outside review where the SPA has not provided the City with adequate documentation as to the actual costs incurred by SPA for said review.

The City shall annually meet with the CPA firm engaged to perform the review, to review the Financial Statements, notes to Financial Statements, the management discussion section of the agreed upon procedures report, and to provide an opportunity for City Management to ask questions to the preparers of the Financial Statements.

The SPA shall meet annually with the City Finance and Treasurer's Departments on the first of October of each year, to develop, revise and review a best practices manual for the SPA On-street agreed upon procedures review process.

9.2 In the event of disagreement between SPA and the City as to SPA's costs of administering and overseeing the OSPP (including the amount paid to Private vendor to operate and manage the OSPP), the City and SPA agree to meet and review documents related to the OSPP to arrive at a mutually agreeable figure.

9.3 **Invoices:** On or before the 20th day of each month, SPA will submit invoices to the City for its agreed upon costs (without markup) of administering the on-street program for the prior month, on a monthly basis, with backup documentation which, in the opinion of the City CAFO, reasonably substantiates the expenses incurred by the SPA for the Services during the preceding month, and accurately reflects the monthly expenses set forth within the agreed upon budget.

This documentation shall include all budgeted and actual SPA and SPA Vendor expenses, including but not limited to: personnel costs - salary and benefits, equipment costs, capital costs, parking enforcement costs, supplies, vehicles, uniforms, hand-held devices. Such documentation will also include periodic accounting records provided by its private vendor, if any, to SPA during the previous month. The City will not compensate SPA for any expenses related to off-street parking.

The City agrees to pay approved invoices within thirty (30) days of approval, but in no event later than thirty-five (35) days after receipt.

9.4 Funding for this Agreement is subject to annual appropriation by the City.

9.5 The City shall not be liable to pay SPA for any services, expenses or costs in connection with the drafting of the Agreement or any amendments hereto.

9.6 The SPA is an independent contractor as such any taxes and other requirements of federal, state and local governmental bodies including worker's compensation and disability insurance if and to the extent required by law, shall be its sole responsibility.

9.7 Prohibited Activities: No funds paid to the SPA under this Agreement shall be used for any of the following:

- a. expenses other than those necessarily incurred in the performance of this Agreement as determined by the City;
- b. payment of any consultant fee, or honorarium, to any officer or employee of any State, municipality or local agency for services normally paid for by such employee's regular salary, wage and overtime compensation;
- d. the payment of any activity which was underway prior to the effective date of this Agreement, except for:
 - (1) that portion of such activity which is new or expanded; or
 - (2) an activity, or portion thereof, which was undertaken in contemplation of the execution of this Agreement with the approval of the City.
- e. partisan political activity, or to further the election or defeat of any candidate for public office.

9.8 Management Fee: The City shall pay to the SPA a management fee in the amount of ten percent (10%) of total on-street parking gross revenues, excluding all excise collections which resulted from SPA or its vendor's enforcement or collections efforts. Said fee shall be reconciled and adjusted by the City monthly, based on the actual gross revenue generated during each month, as represented in the full accounting provided to the City by the SPA under this contract. SPA shall provide Invoices for payments of the Management fee to the City in accordance with Section 9.3 of this Agreement.

ARTICLE 10. NO CITY REPRESENTATIONS OR WARRANTIES

10.1. No City Representations: THE CITY HAS NOT MADE AND DOES NOT MAKE ANY

REPRESENTATION OR WARRANTY AS TO ANY MATTER AFFECTING OR RELATING TO the equipment, fixtures or Inventory, including but not limited to the physical condition thereof, and the SPA acknowledges that no such representation or warranty has been made and agrees to take such equipment, fixtures and Inventory in "AS IS" condition on the date of this Agreement. The City shall not be liable or bound in any manner by any statement, representation or information pertaining to the same which may have been furnished to the SPA by any of the City's officials, employees, attorneys, agents, servants or other persons. The SPA has had a fair and complete opportunity to inspect the equipment, fixtures and Inventory, and accepts them "AS IS".

ARTICLE 11. MAINTENANCE AND REPAIRS

11.1. Maintenance. The SPA covenants to the City that during the term of this Agreement the SPA shall maintain the OSPP facilities (including but not limited to meters and meter heads) and City Inventory in such repair, order, and condition as the same are at the commencement of this Agreement, with unavoidable casualty, and usual use and wear excepted. The City shall reimburse SPA for its actual maintenance expenses, without markup, in accordance with the payment, record-keeping, and other provisions of this Agreement, as set forth in Article 9.

11.2 Capital Purchases:

11.2.1 Street Signs: For fiscal years beginning July 1, 2022, SPA will include requests for replacement of street signs in its annual budget request.

11.2.2 Other Capital Investments: For other capital items related to on-street parking, SPA will make requests during the City's normal capital budget process, or during a supplemental budget, if any. The City will review the requests. Approved requests will result in funding during the budget process. SPA will make the investments, provide reporting to the City, and be reimbursed for approved capital items in accordance with this Agreement. SPA is urged to make arrangements with its vendor to include the cost of approved capital investments in its monthly fees for operation of the on-street parking program.

11.3 Structural Changes. The SPA covenants to the City that the SPA shall not without the prior written approval of the City's Director of Public Works and Mayor, make any material structural changes or improvements which will substantially alter the current configuration of the OSPP.

11.4 Minor Repairs. The SPA covenants to the City that the SPA shall make and maintain an annual log of, all Minor Repairs (i.e. repairs costing less than \$2,500.00) related to the OSPP, and such expenses will be submitted to the City for reimbursement pursuant to Article 9. This log shall include, but not be limited to, the date of repair, the reason for the repair, the identity of the person and entity performing the repair and the cost of the repair. The said log shall be available to the contact person designated by the City, or their designee, upon request.

11.5 Warranties. The SPA covenants to the City that the SPA, or its private vendor, shall, at no additional cost to the City, obtain written warranties for all equipment, parts and materials

relating to the OSPP, and upon termination of this Agreement shall provide the City with the original warranties. SPA agrees to require the same of its private vendor.

ARTICLE 12. INSURANCE

SPA will require that its private vendor list the City of Springfield as an additional insured on the private vendor's general liability insurance required under the contract with SPA.

Prior to commencing the Work, SPA shall provide a certificate of insurance showing its vendor's insurance coverages, and SPA shall require its vendor to maintain such insurance in full force and effect at all times until the Services have been completed, in the following minimum amounts:

COVERAGES/LIMITS OF LIABILITY

Workmen's Compensation Insurance or self insurance, Statutory – G.L. c. 152 including Employer's Liability

Comprehensive General \$1,000,000 per Occurrence/ Liability Insurance, including Contractual
\$2,000,000 Annual Aggregate

Comprehensive Automobile Liability \$1,000,000 Combined Single Limit Insurance
Property Damage Insurance \$50,000/\$100,000 per Claim

These Certificates shall contain a provision that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior notice has been given to the City and SPA.

The General Liability policy shall name the City of Springfield as additional-insured. SPA shall require its vendor to notify the City of any material insurance policy amendments. All such insurance policies, to the extent permitted by law, shall expressly waive any right of subrogation on the part of the insurer against the City. The SPA covenants to the City that the SPA shall require its vendor to waive any right of recovery against the City, its officers, servants, agents and employees for any damage or consequential loss, against which the SPA or its vendor is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the City, or its officers, servants, agents and employees. Within thirty (30) days of the execution of this Agreement, the SPA shall furnish the City with certificates evidencing the insurance coverages described in this Article.

12.2. SPA's Liability Insurance. The SPA shall secure and deliver to the City at its sole cost and expense (upon the execution of this Agreement by the SPA and at all times thereafter) obtain, carry and maintain in force policies of general liability insurance written by insurance companies licensed in Massachusetts. The said insurance shall include but not be limited to coverage for premises and operations liability, independent contractors' liability, products and completed operations liability, contractual liability, personal injury liability and broad form property damage liability. The general liability policy shall be written on a "commercial" general liability form with limits of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000.00) in the aggregate. In addition, the SPA shall

provide umbrella coverage in the amount of Five Million Dollars (\$5,000,000.00).

12.3 Automobile Liability Insurance: The SPA shall at its sole cost and expense shall (upon the execution of this Agreement by the SPA and at all times thereafter) obtain, carry and maintain in force policies of automobile liability insurance written by insurance companies licensed in Massachusetts. The said insurance shall include but not be limited to minimum limits for bodily injury liability of Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident and a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for property damage liability for each accident. This coverage may alternatively be provided with a minimum combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury liability and property damage liability for each accident.

12.4 Other Insurance. To the extent not insured under the policies previously mentioned, the SPA shall obtain and maintain at its sole cost and expense, worker's compensation insurance on all its employees providing statutory benefits and employers liability coverage with limits not less than One Hundred Thousand Dollars (\$100,000.00) per accident, One Hundred Thousand Dollars (\$100,000.00) per employee for disease and a Five Hundred Thousand Dollars (\$500,000.00) disease aggregate.

ARTICLE 13. NOTICE AND DEMANDS

13.1 To City: All notices to the City and any demands upon the City which are required or permitted under any provisions of this Agreement shall be in writing and shall be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed to: Mayor, 36 Court Street, Springfield, MA 01103, with a copy to: City Solicitor, Springfield Law Department, 36 Court Street, Springfield, MA 01103.

13.2 To SPA: Any notices to the SPA and any demands upon the SPA which are required or permitted by law, or any provisions of this Agreement shall be in writing and mailed or hand delivered with a receipt for hand delivery, to the SPA, postage prepaid and addressed to the SPA at the SPA's address first set forth above or to such other address as the SPA shall designate in writing.

ARTICLE 14. TERMINATION

14.1 SPA's Default. In the event that the SPA fails to perform any of the SPA's Obligations under this Agreement and such failure to perform has not been cured within thirty (30) days following notice to the SPA, the City shall have the right to terminate this Agreement by giving sixty (60) days written notice thereof to the SPA at any time following the expiration of the said thirty (30) day cure period. In the event that the SPA fails to manage or operate the OSPP to achieve the objectives established by the City, the City shall have the right to terminate this Agreement by giving notice thereof to the SPA pursuant to this paragraph.

14.2 Automatic Termination. The Agreement shall terminate at the end of the Management Term. In the event that the SPA ceases to exist in its present form or to conduct business;

involuntarily becomes the subject of a bankruptcy petition or becomes insolvent; enters into an assignment for the benefit of creditors; or commits any material act or fails to take any material action the result of which renders the City insecure as to the SPA's future performance hereunder, this Agreement shall terminate upon the occurrence of such event. In the event that the City shall exercise its right to revoke the delegation of authority over the OSPP, this Agreement shall terminate upon the occurrence of such event and any and all outstanding and unpaid compensation owing to the SPA shall be paid up to the day of termination.

14.3 Non-Appropriation/Termination. Notwithstanding any provisions in this Agreement, the City may cancel this Agreement with no further liability on the City's part if funds are not appropriated and are not otherwise made to support the funding of this Agreement in any fiscal year succeeding the first fiscal year of this Agreement. SPA agrees to put parallel language in its contract with its private vendor with regard to OSPP Services.

14.4 Discretionary Termination.

Notwithstanding any other provision in this Agreement, either party may terminate this Agreement at any time by giving the other party sixty (60) days advance written notice.

ARTICLE 15. RECORDS AND DOCUMENTS

15.1. Record Preservation. The SPA shall make, and keep for at least seven (7) years after the termination of this Agreement, books, records, and accounts which in reasonable detail accurately and fairly reflect the operation and management of the OSPP under this Agreement and any contract with a private vendor or vendors.

15.2. Record Access, Right to Audit. The City shall have the right at any time to inspect documents related to the operation of the on-street and off-street parking program by SPA and its private vendor, if any, whether in the possession of SPA or its private vendor, if any. This shall include the right to examine and copy any books, documents, papers or records of the SPA that directly pertain to, and involve transactions relating to, the OSPP. The City shall have the right at any time to audit any documents related to the on-street and off-street parking programs, and the SPA shall provide any and all responsive documents to the City within five (5) days of receipt of a written request from the City.

15.3. Ownership: The City shall be the owner of any and all documents created or received by SPA or its private vendor related to the management and operation of the OSPP under this Agreement.

15.4 The records of the SPA insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis.

15.5 The City or any of its duly authorized representatives or agents, shall have immediate access to any books, documents, papers and records of the Contractor which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions.

ARTICLE 16. LIABILITY AND INDEMNITY

The SPA shall require its private vendor to assume the defense of (with counsel acceptable to the City), indemnify, reimburse and hold harmless the City, its officers, agents and employees from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature whatsoever and from and against any and all costs and expenses, including reasonable attorneys' fees and expert fees, resulting from or in connection with the loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of the SPA's or its private vendor's performance of the Services, except to the extent the same are caused solely by the negligent acts or willful misconduct of City employees. The City does not agree to indemnify the SPA or its private vendor.

ARTICLE 17. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

17.1. The SPA shall not discriminate in employment against any person on the basis of race, color, creed, religion, national origin, gender, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, the presence of children, or in any other prohibited way. The SPA will comply with all applicable antidiscrimination laws including M.G.L. c. 151B.

17.2. The SPA shall also comply with equal employment opportunity/affirmative action, special residence construction hiring programs and all other policies adopted by the City and/or related to the Project.

17.3. Reference is made to Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375; and to the City of Springfield's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program, all as amended. These documents are incorporated herein by reference and made a part hereof.

During the performance of this contract, the SPA agrees as follows:

A. The SPA will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, disability, family status, national origin or any other prohibited practice. The SPA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The SPA shall, in all solicitations, or advertisements for employees placed by or on behalf of the SPA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, disability, family status or national

origin.

C. The SPA will send to each labor union or representative of workers with which the SPA has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the SPA'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The SPA will comply with all provisions of Executive Order 11246 of September 24, 1965 and with the rules, regulations, and orders of the Secretary of Labor.

E. The SPA will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders, all as amended.

F. In the event of the SPA'S non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, all as amended, this Agreement may be canceled, terminated or suspended in whole or in part and the SPA may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order, all as amended, of the Secretary of Labor, or as otherwise provided by law.

G. The SPA will include the provisions of paragraphs A through G of this subsection in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SPA will take action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the SPA becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the SPA may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18. CONFLICT OF INTEREST

18.1. No Conflicts. The SPA covenants to the City that neither the SPA nor any officer of the corporation, partnership or other entity (as the case may be if the SPA is a corporation or partnership or other entity) has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement. The SPA further covenants to the City that in the performance of this Agreement, no person having such interest shall be employed by the SPA. Membership on the SPA Board of Directors by a City employee shall not be considered a conflict under this section.

18.2. No Interest in Contracts: The SPA covenants to the City that no member, officer, or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the OSPP during their tenure or for one year thereafter, shall have any interest, direct or indirect, in the proceeds from any contract or subcontract for work to be performed in connection with this Agreement.

ARTICLE 19. HEADINGS

19.1. The captions are inserted only as a matter of clarification and convenience for reference and in no way define, limit or describe the scope or intent of this Agreement nor do they in any way affect this Agreement.

ARTICLE 20. APPLICABLE LAW AND EXCLUSIVE FORUM

20.1. Massachusetts Law Applicable. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement without regard to conflict of law principles.

20.2. Exclusive Forum and Venue. The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

ARTICLE 21. EXTENT OF AGREEMENT

21.1. This Agreement and attachments represents the entire and integrated Agreement between the City and the SPA and supersedes all prior negotiations, representations or agreements, either written or oral. All prior or contemporaneous agreements, understandings, arrangements, or commitments between the parties, whether oral or written, have been merged within this Agreement, and are no longer of any force or effect.

21.2 This Agreement may be amended only by written instrument signed by all parties hereto or their successors in office.

ARTICLE 22. FORCE MAJEURE

22.1. Conditions Beyond Control. Neither party hereto shall be liable to the other for any failure,

delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. In the event of strikes, boycotts, picketing, slowdowns, work stoppages or labor disputes of any other type affecting the Facility, the SPA shall not thereby be deemed to be in default or to have breached any part of this Agreement unless such event shall have been caused solely by unfair labor practices of SPA or violations by SPA of applicable collective bargaining agreements.

22.2. Prohibited By Law. Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any service or services or the provision of any component necessary therefore shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, order or directive.

22.3. No Additional Payments. SPA shall not be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directives, ordinances or regulations of the United States of America, or of the States, or the City or of any other lawful authority whosoever, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

EXECUTED by the SPA and the City of Springfield as a sealed instrument as of the date and year the same as set forth above, executed by all necessary parties, including the Mayor of the City of Springfield and the Chairman of the Board of the Springfield Parking Authority.

SPRINGFIELD PARKING AUTHORITY**CITY OF SPRINGFIELD**

By: _____

By: _____

Its: Chairperson

Its: Parking Clerk

Date signed: _____

Date signed: _____

[Approval of the Governing Board
received on ___, 2021]

Approved as to Appropriation:

Approved as to Procurement

City Comptroller_____
Chief Procurement Officer

Approved as to Form:

Reviewed By:

Assistant City Solicitor_____
Chief Administrative and Financial Officer

APPROVED:

Domenic J. Sarno, MAYOR

Date signed: _____

To The City Council of the City of Springfield:

The undersigned respectfully petition your honorable body

for a special permit for an accessory wall sign(s), above the first floor, at the property known as 1500 Main Street (08130-0132) (Book#22635/Page#265), as authorized by M.G.L. and the Springfield Zoning Ordinance Article 9, Section 9.8.17.

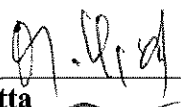
Mailing Address

1500 Main Street
Springfield, MA 01105

Owner:

**Mittas Hospitality LLC & DD
Development LLC**

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

BY: 

Vid Mitta

BY: 

Dinesh Patel

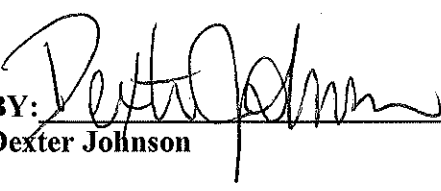
Mailing Address

PO Box 15329
Springfield, MA 01105

Petitioner:

YMCA of Greater Springfield

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

BY: 

Dexter Johnson

Attachment: Main_St_1500_Tax_Formal (6388 : 1500 Main Street)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

8/24/2021

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 : 1500 Main Street
Petitioner : YMCA of Greater Springfield
LandLord : Mittas Hospitality LLC & DD Development LLC

A handwritten signature in black ink, reading "Christopher A. Caputo".

Christopher A. Caputo: Treasurer Collector

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

**1500 MAIN STREET (08130-0132)
WALL SIGN(S) (ABOVE THE FIRST FLOOR)**

General Information

Petitioner:	Mittas Hospitality & DD Development & Rudra Realty, LLC & Sai Raj, LLC
Request:	Erect a wall sign above the first floor.
Proposed use of the property:	Office building
Parcel Size:	Approx. 173,804 s.f.
Compatibility with current planning documents:	The Metro Center Neighborhood Plan shows no changes to this area.
Neighborhood council notification:	Armoury Quadrangle Civic Association: 10-4-21
Tax Status:	SEE ATTACHED
Site Visit:	9-28-21
Hearing Date:	10-25-21/11-1-21

Neighborhood characteristics:

This site is zoned Business C and is located within the City's central business district. The surrounding land uses include:

- To the north are a parking garage and office building zoned Business C.
- To the south are a hotel and office building zoned Business C.
- To the west is Interstate 91.
- To the east is an office building zoned Business C.

Site plan review:

The petitioner has submitted a sign package for the property known as 1500 Main Street which includes two (2) accessory wall signs to be located above the first floor. The proposed signs would be for the YMCA, which has relocated from Liberty Street to this building. The proposed signs are to be located above the first floor along the southern facing façade (facing Boland Way).

As per the attached plans, the proposed signs would be PVC dimensional letter, attached to the wall. One (1) sign would be the YMCA logo and the other would read "YMCA of Greater Springfield". The proposed signs will have a total of 49.5 square feet.

After visiting the site and reviewing the submitted plans, the staff does not object to the proposed request. The staff also believes the proposed signs are in context and in scale with the overall architecture of the building. As such, the staff does not believe the signs will have a negative impact on the surrounding businesses or on the neighborhood as a whole.

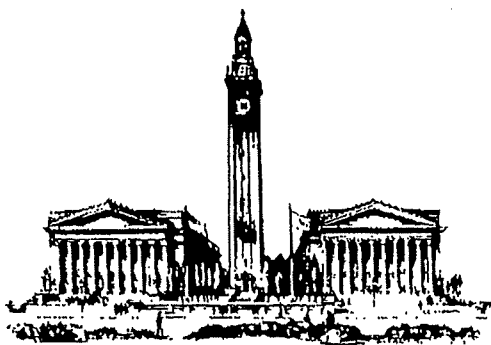


Recommendation

Approve, with conditions.

Recommended Conditions:

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for the installation of two (2) accessory wall signs, above the first floor, at the property known as 1500 Main Street (08130-0132).
3. The use shall be developed as per the attached plans and elevations, with the addition of condition #4.
4. All signage shall be fully permitted through the Building Department, prior to installation.
5. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in denial of the issuance of a Building Permit and/or Occupancy Permit, revocation of any permits issued and/or enforcement by the Code Enforcement Department punishable by fines of up to \$200 per day for each day a violation exists.



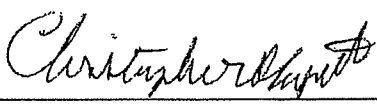
THE CITY OF
SPRINGFIELD, MASSACHUSETTS

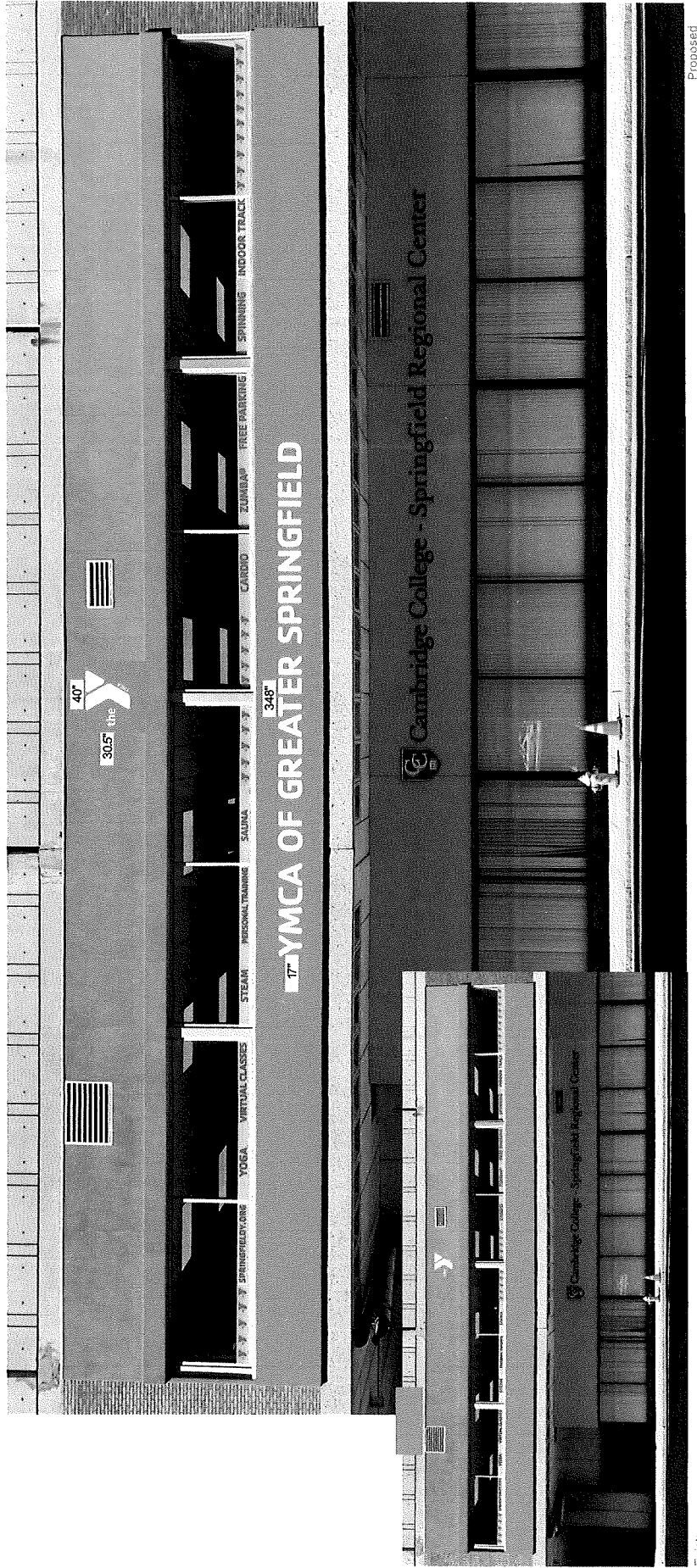
8/24/2021

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 : 1500 Main Street
Petitioner : YMCA of Greater Springfield
LandLord : Mittas Hospitality LLC & DD Development LLC


Christopher A. Caputo: Treasurer Collector



Description: 348" x 17" "YMCA OF GREATER SPRINGFIELD" PVC Dimensional letters mounted to wall
30.5" x 40" "The Y" PVC Dimensional logo

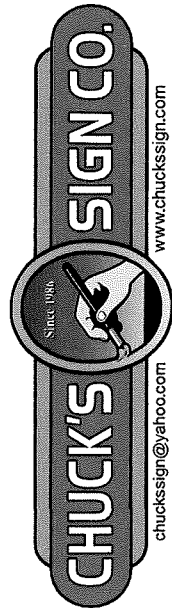
49.5 Sq Ft total

Proposed

ALL MATERIAL IS SOLE PROPERTY OF CHUCK'S SIGN CO.
USE BY ANYONE OTHER THAN CHUCK'S SIGN CO. IS PROHIBITED
ELECTRICAL CONNECTIONS BY OTHERS

Existing

Proposed



Company YMCA of Greater Springfield

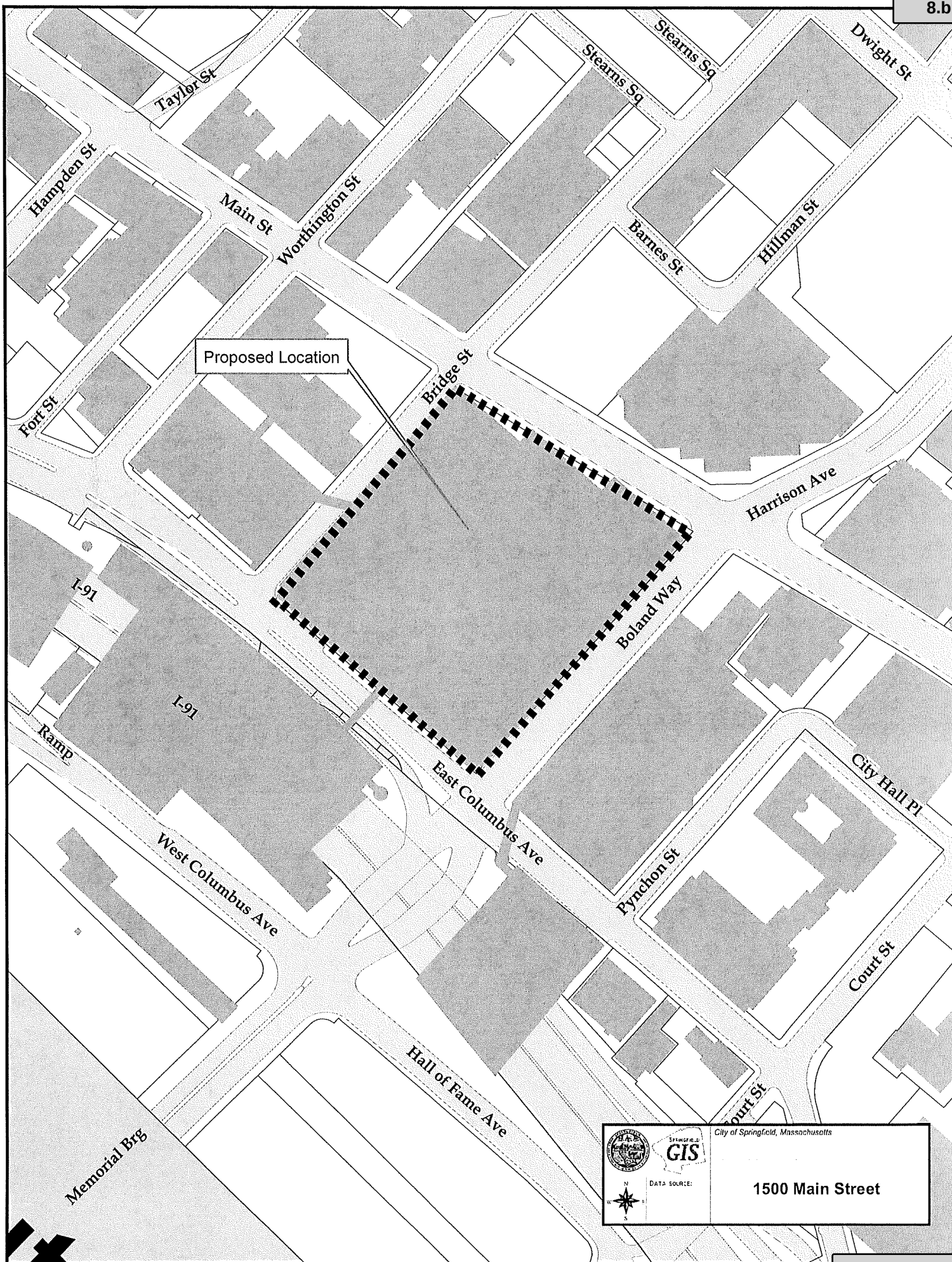
Contact John Nardacci

Address 1500 Main Street, Springfield, MA

Phone: 413.214.1600

E Mail jnardacci@springfield.org

chucksign@yahoo.com
658 Fuller Rd. Chicopee, MA 01020
413-592-3710 fax 413-594-4913



Attachment: Main_St_1500_2021 (6388 : 1500 Main Street)



SPRINGFIELD
GIS

City of Springfield, Massachusetts

DATA SOURCE:

1500 Main Street

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

for a special permit to operate a Trash Hauling Service Facility at the property known as 1635 Page Boulevard (09440-0785) (Book#23895/Page#398, as allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 15.3.

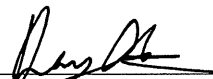
Mailing Address:

425 Union Street, Box 40
West Springfield, MA 01089

Owner & Petitioner:

DDM Property Group, LLC

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

BY: 
Daniel Hannoush

Attachment: Page_BI_1635_Tax_Formal (6412 : 1635 Page Boulevard)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

9/7/2021

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 : 1635 Page Boulevard
Petitioner : DDM Property Group, LLC
LandLord : DDM Property Group, LLC

Christopher A. Caputo: Treasurer Collector

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

**1635 Page Boulevard (09440-0785)
TRASH HAULING SERVICE FACILITY**

General Information

Petitioner:	DDM Property Group, LLC
Request:	To operate a trash hauling service facility.
Proposed use of the property:	Trash hauling service facility
Size:	68,389 s.f.
Compatibility with current planning documents:	The East Springfield Neighborhood Plan shows no changes to this area.
Neighborhood council notification:	East Springfield Neighborhood Council: 10-4-21
Tax Status:	SEE ATTACHED
Site Visit:	9-28-21
Hearing Date:	10-25-21/11/1/21

Staff Analysis

Neighborhood characteristics:

The property is zoned Industrial A and is located in an area with primarily other industrial uses. The surrounding land uses include:

- To the north is Plastics Park zoned Industrial A.
- To the south is conservation land zoned Industrial A.
- To the east is conservation land zoned Industrial A.
- To the west is a warehouse operation zoned Industrial A.

Site plan review:

The petitioner has requested a special permit to operate a trash hauling facility on a portion of the property known as 1635 Page Boulevard. There is currently a mix of uses at this location. The petitioner intends to utilize one (1) of the existing buildings for the proposed trash hauling facility.

As noted above, the petitioner intends to utilize the existing 6,800 square foot building for the storage of vehicles used for liquid waste hauling. As the Council is aware, this same use was recently approved on Birnie Avenue in the North End, however, this company now plans to locate at this site instead. As with the previous operation, the use will be for a non-hazardous liquid waste hauler. As noted in the application, the operation involves the pumping of septic/grease tanks and disposal of the material at approved treatment plants located around the state.

After visiting the site and reviewing the submitted plans, the staff does not object to the proposed request. It should be noted that this site is located in a primarily industrial area with no residential abutters. As with the operation at Birnie Avenue, the main concern the staff would have is with the possible odor that may arise from this use. In reviewing the proposed use at Birnie Avenue, the petitioner indicated that no trucks would be emptied outside the building. It was explained that all vehicles would be moved into the garage and then emptied. After speaking with the petitioner, it was indicated that this same process would be used at this location. He also indicated that the frac tank would have an odor mitigation system and additionally all odors from the trucks and tanks would be filtered through a carbon filter.



After visiting the site, it was noted that the overall condition of the property is in need of attention. It was noted that there is a large amount of overgrown vegetation along the frontage of Page Boulevard. It was also noted that a number of the windows in the garage to be used for storage were broken. This building was also in need of painting. Lastly, it was noted that the dumpster is not completely enclosed, as required by zoning. All these outstanding conditions should be addressed by the petitioner.

Recommendation

Approve, with conditions.

Recommended Conditions

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely to operate a trash hauling service facility at the property known as 1635 Page Boulevard (09440-0785).
3. The use shall be developed as per the attached site plan, with the addition of conditions #4 through #12.
4. Any and all permits required by the Springfield Health Department and/or the Commonwealth of Massachusetts shall be obtained, prior to the issuance of a Certificate of Occupancy.
5. All trucks associated with this proposed use shall be parked inside the garage.
6. There shall be no emptying of liquid waste outside of the building.
7. An odor mitigation system shall be installed and kept in good working order.
8. The frac tank located outside the garage shall be surrounded by a berm.
9. The broken widows in the garage shall be fixed and the building maintained in good condition.
10. Any and all areas used for parking shall be paved as per Article 7, Section 7.1.55 of the Springfield Zoning Ordinance.
11. In addition to the special permit approval, a full review by the Department of Public Works, as per

the provisions of City Ordinance, Chapter 27, Article VIII, § 27-58 through 27-63, may be required. If required, this approval must be obtained prior to the issuance of a Building Permit or a Certificate of Occupancy.

12. The site shall be maintained free of all litter, overgrown vegetation and debris.
13. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in denial of the issuance of a Building Permit and/or Occupancy Permit, revocation of any permits issued and/or enforcement by the Code Enforcement Department punishable by fines of up to \$200 per day for each day a violation exists.



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

9/7/2021

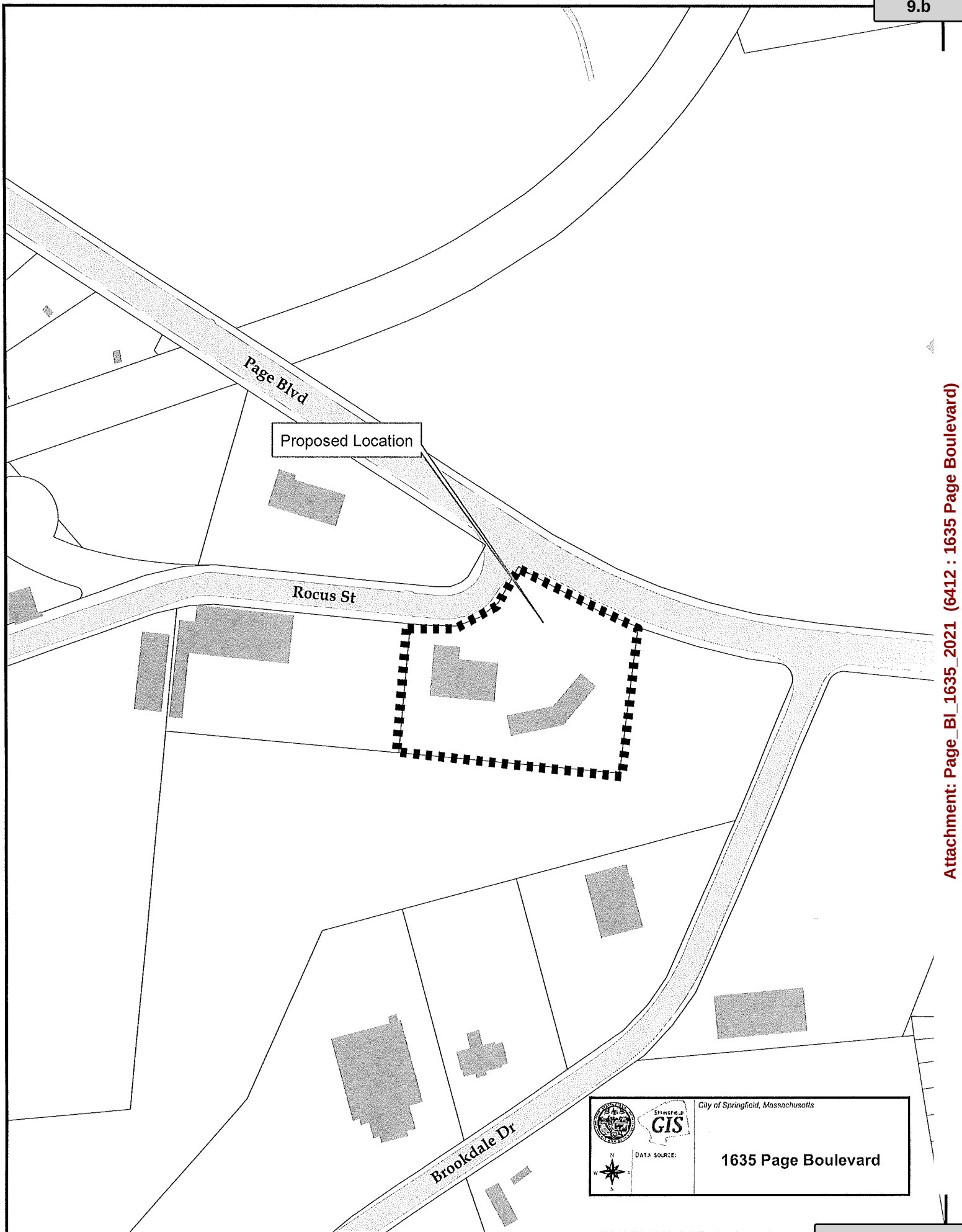
Special Permit Tax Certification

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 : 1635 Page Boulevard
Petitioner : DDM Property Group, LLC
LandLord : DDM Property Group, LLC

A handwritten signature in black ink, reading "Christopher A. Caputo".

Christopher A. Caputo: Treasurer Collector



Attachment: Page BI 1635 2021 (6412 : 1635 Page Boulevard)

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

for a special permit to operate an Adult Use Marijuana Establishment (storefront retail) at the property known as 666 State Street11110-0135) (Book#21065/Page#123), as allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 20.1(1).

Mailing Address:

110 Preston Street
 Windsor, CT 06095

Owner:

Ellen & Lewis Boynton

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

BY: 
 Ellen Boynton

BY: 
 Lewis Boynton

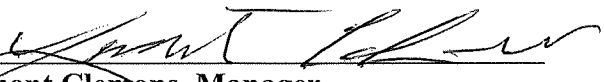
Mailing Address:

666 State Street
 Springfield, MA 01109

Petitioner:

Primus, LLC

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

BY: 
 Lamont Clemons, Manager

Attachment: State St 666 Tax Formal (6434 : 666 State Street)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

7/20/2021

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 : 666 State Street
Petitioner : Primus, LLC
LandLord : Ellen & Lewis Boynton

Christopher A. Caputo: Treasurer Collector

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

**666 STATE STREET (11110-0135)
ADULT USE MARIJUANA ESTABLISHMENT (STOREFRONT RETAIL)
PRIMUS, LLC**

General Information

Petitioner:	Primus, LLC
Request:	Adult Use Marijuana Establishment
Proposed use of the property:	Adult Use Marijuana Establishment
Parcel Size:	23,531 s.f.
Compatibility with current planning documents:	The McKnight Neighborhood Plan shows no changes to this area.
Neighborhood council notification:	McKnight Neighborhood Council: 10-4-21
Tax Status:	SEE ATTACHED
Site Visit:	9-28-21
Hearing Date:	10-25-21/11-1-21

Staff Analysis

Neighborhood characteristics:

The parcel is currently zoned Business A and is located in an area of primarily commercial uses. The surrounding land uses include:

- To the north is a commercial parking lot zoned Commercial A.
- To the south are a small retail operation and multi-use apartment buildings zoned Business A.
- To the west is a commercial shopping plaza zoned Business B.
- To the east is the Huong Son Meditation Temple zoned Business A.

Summary:

The petitioner has requested a special permit to allow for the operation of an Adult Use Marijuana Establishment (storefront retail) at the property known as 666 State Street. This was the former location of a hair salon and restaurant. The petitioner intends to make renovations to the existing building for a new Adult Use Marijuana retail location.

As the Council is aware, the voters of Massachusetts approved an initiative petition known as “*The Regulation and Taxation of Marijuana Act*”, which was codified as Chapter 334 of the Acts of 2016 (“Chapter 334”).

Chapter 334 reduced state criminal penalties and instituted civil penalties for the possession and recreational use of marijuana by persons over 21 years of age. It also created a way for the Commonwealth to control the production and distribution of marijuana through licensing, regulations, and taxation of Marijuana Establishments. Chapter 55 of the Acts of 2017 (“Act”) was enacted by the State Legislature as an amendment to Chapter 334.

The Act allows Marijuana Establishments to cultivate, manufacture, and process marijuana and to sell marijuana to persons over 21 years of age. An applicant requesting certification as a Marijuana Establishment must meet the requirements set out in 935 CMR 500.00, the regulations promulgated by the Cannabis Control Commission, to be considered for a final license as a Marijuana Establishment.

The Act also calls for local control of Marijuana Establishments (G.L.c. 94G, §3) by allowing municipalities to create licensing requirements and to make reasonable regulations that control the time, place and manner of Establishments. In October 2018, an amendment to the Springfield Zoning Ordinance was approved which added Section 4.7.110, *Adult Use Marijuana Establishments*. Section 4.7.110 sets forth the zoning and Tier 3 special permit requirements for Establishments seeking to operate in the City. Proposed Projects must comply with all requirements set forth in section 4.7.110 of the City’s Zoning Ordinance.

Due to the amount of interest the City received for this new use, the decision was made to conduct a phased Request for Qualifications/Proposals (RFQ/P) process, similar to what had been done for the medical marijuana and the casino selection. It was determined that this was the most efficient way to obtain the needed information in order to make a qualified decision about locating such an operation within Springfield.

The City conducted a first phase of the RFQ/P back in 2019. At that time, four (4) applicants were selected to move forward with the Hoar Community Agreement and special permit process. As of today’s date, the City of Springfield has four marijuana retail storefronts approved and currently has two (2) in operation (1300 Boston Road and 1200 West Columbus Avenue).

A Phase 2 RFQ/P was issued in January 2021. As with Phase 1, the Phase 2 RFQ/P required detailed submissions from each potential applicant. The City also continued to retained an outside expert legal consultant to advise the City about fair, balanced and neutral selection criteria. Information required to be submitted in the response to the RFQ/P included:

- **Project Description:**
 - The type of Marijuana Establishment being proposed;
 - The name of the proposer, the contact person and the contact person's business address, telephone and facsimile numbers and e-mail address; and
 - A brief description of proposer and its business including names and biographies of its officers, directors, and key personnel, or persons serving in similar capacities.
- **Location:**
 - Proof of interest, proprietary ownership, lease or control of the proposed project site evidencing binding permission to use the premises as a Marijuana Establishment;
 - Size and description of the proposed site;
 - Pedestrian and vehicular traffic safety plan; and
 - A comprehensive analysis showing the site is in compliance with zoning requirements set forth in Section 4.7.110 of the City Zoning Ordinance, including buffer zones.

- **Design and Construction:**
 - Estimated construction budget;
 - Conceptual site plan of the project including, but not limited to:
 - Proposed employee and customer parking;
 - Dumpster locations;
 - Lighting;
 - Security fencing; and
 - Signage.
 - A summary of anticipated fiscal impacts on the City of Springfield, the anticipated duration of such impacts and a detailed plan to mitigate such impacts that includes:
 - Pedestrian and vehicular traffic impacts;
 - Infrastructure and utility impacts;
 - Environmental impacts; and
 - Increases in City services.

- **Management and Business Operations:**
 - A draft Management and Operations Profile pursuant to 935 CMR 500.101;
 - Business operations profile, including the projected number of full-time and part-time employment positions that will be created by the project and the number of positions available to City residents;
 - Organizational chart for the proposer, listing all principal entities. If the proposer currently has or expects to have local partners who will have an ownership in the entity developing the project, that same information must be provided;
 - Financial summary for the proposed project; and
 - Background, reputation and expertise of the proposer in designing, developing and operating marijuana or other businesses similar to the project proposed in the City.

- **Equity:**
 - Diversity plan to promote and encourage full participation in the regulated marijuana industry;
 - Plan to positively impact areas of disproportionate impact pursuant to 935 CMR 500.101;
 - If applicable, statement reflecting that the proposer is a Commission-certified Economic Empowerment Applicant pursuant to 935 CMR 500.101 and/or Commission-certified Social Equity Applicant pursuant to 935 CMR 500.105.
 - If not Commission-Certified Economic Empowerment Applicant or Social Equity Applicant, a statement reflecting extent to which Proposal includes the following:
 - A majority of ownership, and/or current employees/sub-contractors is/are: Black, African American, Hispanic, Latino, members of other underrepresented communities, women, veterans, or people with disabilities;
 - Residency of owner in a Commission-designated area of disproportionate impact (including City);
 - Prior, nonviolent drug conviction(s) (*This information was ONLY used to evaluate a proposer's equity qualifications*); or

- Plans/programs demonstrating active engagement in economic education, resource provision or empowerment to disproportionately impacted individuals or communities.
 - Plans/programs intending to facilitate future business practices that promote economic empowerment in areas of disproportionate impact within the City, including the use of an incubator or accelerator program to aid limited net worth equity applicants who wish to enter the adult use industry.
- Description detailing proposer's promotion of sustainable, socially and economically reparative practices in the cannabis industry.
- **Community Outreach and Cooperation:**
 - A summary of the Community Outreach Meeting that includes:
 - The date, time and location of the meeting;
 - A list of the attendees;
 - A description of efforts to publish and market the meeting;
 - A summary of notes taken at the meeting, reflecting citizen comments; and
 - If any, a summary of follow-up taken by the proposer to respond to public comments
 - A summary of cooperation with City personnel and the community.

A total of twenty-four (24) responses were submitted to the Phase 2 RFP/Q. This included five (5) responses for cultivation, two (2) for transport/courier and seventeen (17) storefront retail operations. Reviewing the submissions was selection committee set up by the Mayor, in conjunction with the City Council. This selection committee was made up with representatives from the Springfield Department of Health & Human Services, Police Department, Fire Department, Department of Public Works, Building Department, Law Department, Mayors Office, Office of Procurement, Division of Administration & Finance, a representative of the City Council and the Office of Planning & Economic Development. To ensure procedural fairness, the City again utilized the services of its outside expert legal consultant during the review process. It should also be noted that the RFQ/P process also included public presentations (via Zoom) by a number of the proposers.

After a full review, the responses were then ranked. Based on these rankings it was determined that a total of nine (9) submissions would be allowed to move forward with the negotiation of a Host Community Agreement (HCA). These included one (1) cultivation site, six (6) storefront/retail operations, one (1) transportation operation and one (1) courier. In addition to the HCA being approved by the City Council, as per the Zoning Regulations, a special permit is also required to be approved.

Review: 666 State Street:

As noted above, 666 State Street has been identified as the potential location for a proposed Adult Use Marijuana Establishment. This is a single-story, multi-tenant commercial building located along the State Street commercial corridor. This was the former location of a hair salon and restaurant.

The plans submitted show that the proposed use would be located within the existing building. There is also currently a pavilion located in the rear of the parcels. The plans submitted show that this will be demolished to make room for additional parking spaces. An addition will also be added to the existing structure. With regards to parking, the proposed development will have a total of twenty-three (23) parking spaces. This number exceeds the number required under the Zoning Regulations.

In addition to the site plan, a detailed floor plan has also been submitted. The area of this section of the building totals 3,700 square feet, however, as per the Zoning Ordinance, only 2,500 square feet can be open to the public. The interior of the building will house a number of different areas including an entrance with a check-in area and security room. The interior will also include display, sales and a queuing area. The rear of the building will include offices, restrooms, vault and receiving area.



A full security plan has also been submitted. As noted, the Springfield Police Department has been involved throughout this entire process and has reviewed the security plans. The plan includes a number of security and safety measures including closed circuit television system (CCTV), access control and monitoring system (ACMS), security alarm system and a redundant (back-up) perimeter security alarm system. A full management and operations plan has also been submitted which includes details on the overall operations, inventory controls, patron education, revenue management, check-out policies and other operational details.

Further, it should be noted that this will only be a retail operation. There will be no cultivation/manufacturing done at this location.

Lastly, as part of the submission, the petitioners were required to submit a traffic study. Those studies were then sent to the Department of Public Works (DPW) for a full review. In speaking with the Director of DPW, he had no major concerns. Further, he also indicated that there is no significant traffic related issues with the two (2) other retail locations currently in operation. As with the previous special permits, the staff would recommend that, if approved, the petitioner be required to work directly with DPW to review and approve all traffic mitigation issues, especially during the opening of the operation.

In addition to the special permit, a Host Community Agreement is required as well as a full review, approval and licensing of this proposed use by the Massachusetts Cannabis Control Commission.

Overall, the staff has been very pleased with the professionalism shown by not only this company but by all the companies participating in the RFQ/P process. The staff firmly believes that Primus has provided a detailed outline of its proposal and has addressed all the concerns outlined by the many city departments participating in the RFQ/P review. The staff does not oppose the proposed request and does not believe the proposed use will have a negative impact on the surrounding properties or on the neighborhood as a whole.

Recommendation

Approve, with conditions.

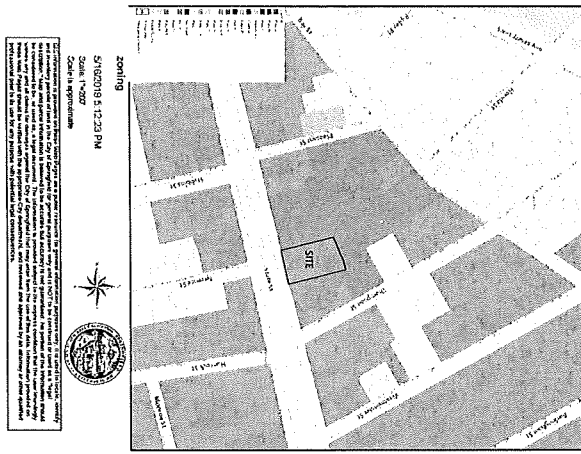
Recommended Conditions:

1. This special permit is granted to this petitioner only and shall not be reassigned or transferred.
2. This special permit is granted solely for the operation of an Adult Use Marijuana Establishment (storefront retail) at the property known as 666 State Street (11110-0135).
3. The use shall be developed as per the attached site plans, elevations and submission requirements with the addition of conditions #4 through #28.
4. The petitioner shall obtain a Host Community Agreement prior to the issuance of a Certificate of Occupancy.
5. Prior to start of operations, the petitioner shall provide the Springfield Police Department, Department of Health & Human Services and the Building Department a copy of the license issued by the Massachusetts Cannabis Control Commission.
6. This special permit shall expire upon the expiration and/or termination of the license by the Massachusetts Cannabis Control Commission.
7. The petitioner shall be required to remove all materials, signage, inventory, equipment and other paraphernalia within sixty (60) days of ceasing operations or immediately following any revocation of its license issued by the Massachusetts Cannabis Control Commission.
8. There shall be no on-site consumption, including the parking area, of marijuana or marijuana related products.
9. There shall be no cultivation or manufacturing done at this location.
10. There shall be no outside storage of marijuana or marijuana related products.
11. No marijuana, marijuana related product or any accessory paraphernalia shall be visible to the general public from the exterior of the building or property line.
12. The facility shall fully comply with its odor control plan providing proper and adequate ventilation. All resulting odors, smoke, vapor, fumes, gases and/or particulate matter from the use shall be effectively confined to the premises or so disposed of to avoid any increased air pollution.
13. In addition to the special permit approval, a full review by the Department of Public Works, as per the provisions of City Ordinance, Chapter 27, Article VIII, § 27-58 through 27-63, will be required. This approval must be obtained prior to the issuance of a Building Permit.
14. The petitioner shall coordinate with DPW and the Springfield Police Department, and supply all requested information, to identify and address any and all potential traffic related issues, especially relating to opening activities.
15. If during the initial opening period, but no longer than six (6) months, the City determines that queuing of pedestrians on the public sidewalk or vehicles queuing on a public way have become a safety hazard or nuisance, the petitioner shall coordinate with DPW and the Springfield Police Department to identify and immediately implement methods to eliminate the queuing. Any and all costs related to these remedies shall be borne by the petitioner.
16. The petitioner shall coordinate with the Springfield Police Department on all security related matters and shall fully comply with the submitted Security Plan.
17. The use shall comply with all Zoning Regulations as outlined in Article 4, Section 4.7.110 and all other applicable sections of the ordinance.
18. The use shall comply with any and all regulations outlined by the Massachusetts Cannabis Control Commission and 935 CMR 500.
19. Any and all signage shall be properly permitted and comply with the Springfield Zoning Ordinance and regulations outlined by 935 CMR 500.
20. There shall be signage visible from outside of the building stating that only individuals twenty-one (21) years and older are allowed inside the establishment.
21. The use shall comply with any and all stipulations outlined within the approved Host Community Agreement.
22. The site shall be maintained and kept free of all litter and debris.
23. All landscaped areas shall be maintained.
24. The public sidewalk along State Street shall be maintained, including snow removal.

25. All require permits from the Department of Health & Human Services shall be obtained prior to start of operations. A Certificate of Occupancy shall also be issued by the Building Department, prior to opening.
26. Any and all required permits from the DPW and the Building Department shall be obtained prior to the start of any construction.
27. The hours of operation shall be set by the City Council but in no case shall this operation be open to the public and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises between the hours of 9:00PM and 8:00AM.
28. Any and all dumpsters shall be completely enclosed.
29. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in denial of the issuance of a Building Permit and/or Occupancy Permit, revocation of any permits issued and/or enforcement by the Code Enforcement Department punishable by fines of up to \$200 per day for each day a violation exists.

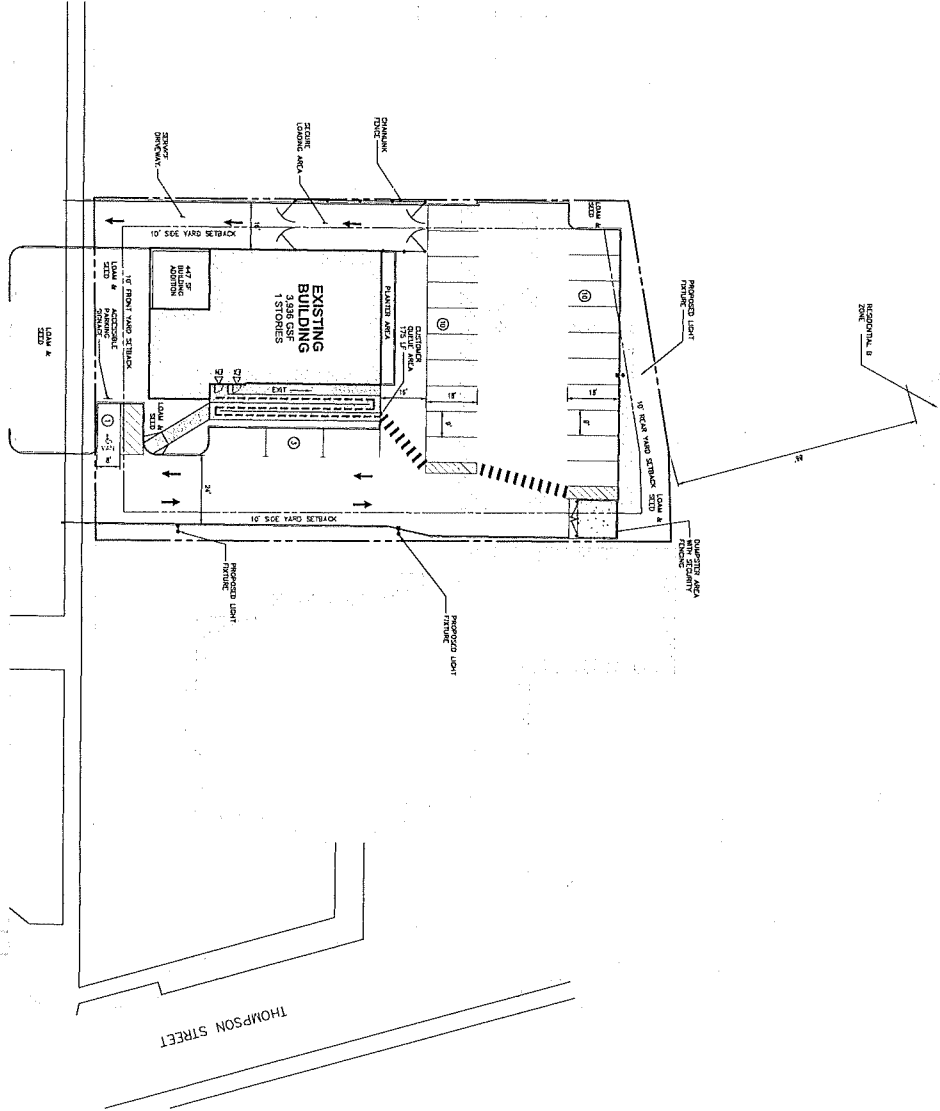


LOCUS MAP 1"=100'



ZONING MAP 1"=200'

City of Springfield, Massachusetts
 Planning Department
 5/15/2019 5:12:25 PM
 Scale: 1"=200'
 Check in requirements
 The information presented on this map is for informational purposes only. It is not intended to be used as a legal document. The City of Springfield is not responsible for any errors or omissions on this map. The user of this map is advised to verify the information presented on this map with the City of Springfield's official records.



Parking Summary Chart

Description	Size	Spaces
Handicapped	8'x12'	5
Standard	8'x12'	21
Total Spaces		26

Parking Requirements:

Office	548 SF	279-425	1,000	179-425
Retail	2,000 SF	429-645	1,000	179-425
Total Minimum Required				179-425

Zoning Summary Chart

Zoning District	Business A
Overlay Districts	N/A
Zoning Regulation Requirements	Required
Minimum lot area	10,000 sq. ft.
Minimum lot width	100 ft.
Minimum lot depth	100 ft.
Minimum lot area	10,000 sq. ft.
Minimum lot width	100 ft.
Minimum lot depth	100 ft.

Zoning Section 4.7.110 Compliance

Code	Zoning Regulation Requirements	Required	Provided
4.7.110.A	Lot area to contain not less than 10,000 sq. ft.	20,000 sq. ft.	23,575 sq. ft.
4.7.110.B	Lot width to contain not less than 100 ft.	100 ft.	100 ft.
4.7.110.C	Lot depth to contain not less than 100 ft.	100 ft.	100 ft.
4.7.110.D	Lot area to contain not less than 10,000 sq. ft.	20,000 sq. ft.	23,575 sq. ft.
4.7.110.E	Lot width to contain not less than 100 ft.	100 ft.	100 ft.
4.7.110.F	Lot depth to contain not less than 100 ft.	100 ft.	100 ft.
4.7.110.G	Lot area to contain not less than 10,000 sq. ft.	20,000 sq. ft.	23,575 sq. ft.
4.7.110.H	Lot width to contain not less than 100 ft.	100 ft.	100 ft.
4.7.110.I	Lot depth to contain not less than 100 ft.	100 ft.	100 ft.

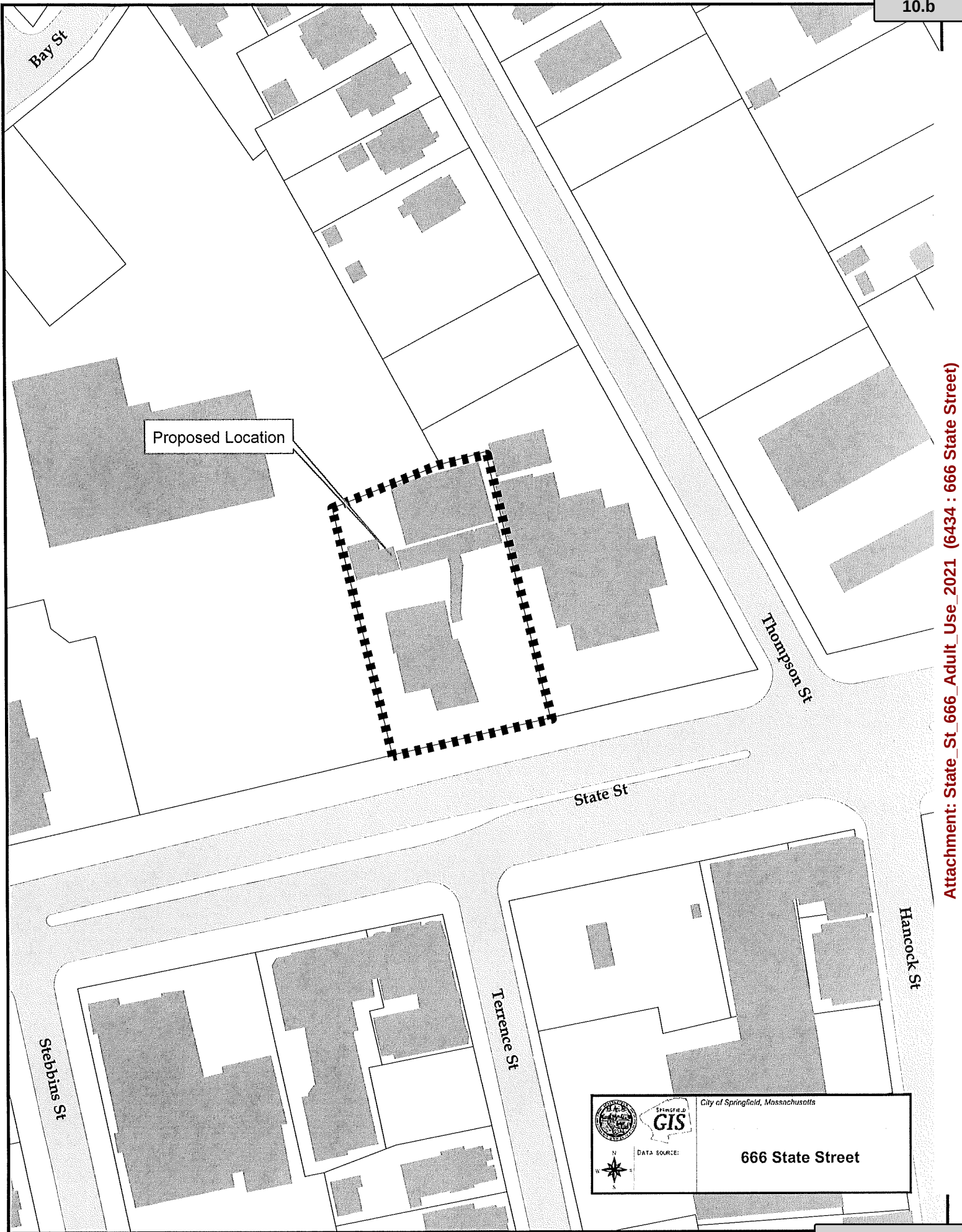
Primus LLC
 Retail Marijuana Facility
 666 State Street
 Springfield, Massachusetts

Not Approved for Construction
 Site Alteration
 Plan
C-1

1" = 1'

4250700





Attachment: State St 666 Adult Use 2021 (6434 : 666 State Street)



SPRINGFIELD
GIS
DATA SOURCE:

City of Springfield, Massachusetts

666 State Street

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

to amend an existing special permit (motor vehicle repairs), granted February 1994, by allowing a change to the petitioner, at the property known as 867 Boston Road (01655-602) (Book#14260/ Page#0570), as allowed by M.G.L. and the Springfield Zoning Ordinance, Table 4-4, Section 12.3(4).

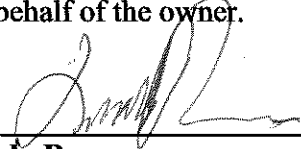
Mailing Address:

24 Churchill Drive
 Longmeadow, MA 01106

Owner:

Linda Ronen

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

By: 

Linda Ronen

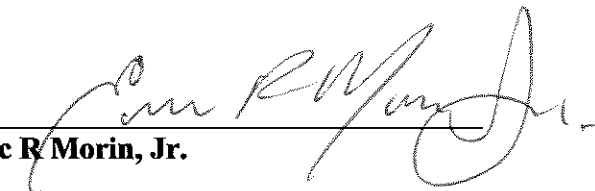
Mailing Address:

676 Fuller Street
 Ludlow, MA 01056

Petitioner:

Eric R Morin, Jr.

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

By: 

Eric R Morin, Jr.

Attachment: Boston_Rd_867_Tax_Formal (6452 : 867 Boston Road)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

9/27/2021

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 : 867 Boston Road
Petitioner : Eric R. Morin Jr.
LandLord : Linda Ronen

Christopher A. Caputo: Treasurer Collector

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

**867 BOSTON ROAD (01655-0602)
AMEND AN EXISTING SPECIAL PERMIT (MOTOR VEHICLE REPAIRS)**

General Information

Petitioner:	Eric R Morin, Jr.
Request:	Amend an existing special permit (motor vehicle repairs), granted February 1994, by allowing a change to the petitioner
Proposed use of the property:	Motor vehicle repairs
Property Size:	19,568 s.f.
Compatibility with current planning documents:	The Boston Road Neighborhood Plan shows no changes to this area.
Neighborhood council notification:	Pine Point Neighborhood Council: 10-4-21
Tax Status:	SEE ATTACHED
Site Visit:	9-28-21
Hearing Date:	10-25-21/11-1-21

Staff Analysis

Neighborhood characteristics:

The parcel is currently zoned Businesses B and is located along the Boston Road commercial corridor. The area has a mix of commercial and residential uses. The surrounding land uses include:

- To the north is a used car sales operation zoned Business B.
- To the south is a two-family house zoned Residence A.
- To the east is a mixed-use commercial building zoned Business A.
- To the west is a two-family house zoned Business A.

Site plan review:

The petitioner has requested to amend an existing special permit (motor vehicle repairs), granted February 1994, by allowing a change to the petitioner at the property known as 867 Boston Road. This site has been used for motor vehicle repairs for a number of years and was the former location of Auto Kings.

After review of the plans and visiting the site, the staff does not object to the proposed use. As noted above, this site had been used for motor vehicle repairs for a number of years and the petitioner intends to operate the same use.

After visiting the site, the staff was pleased with the overall condition and maintenance of the property. It was noted, however, that there was some debris located at the rear of the property. This included tires and a mattress. These items should be removed and it needs to be stressed that this area cannot be used for outdoor storage of debris.



Recommendation

Approve, with conditions.

Recommended Conditions

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for the operation of motor vehicle repairs at the property known as 867 Boston Road (01655-0602).
3. All conditions placed on the February 1994 special permit shall remain in effect.
4. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in denial of the issuance of a Building Permit and/or Occupancy Permit, revocation of any permits issued and/or enforcement by the Code Enforcement Department punishable by fines of up to \$200 per day for each day a violation exists.



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

9/27/2021

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 : 867 Boston Road
Petitioner : Eric R. Morin Jr.
LandLord : Linda Ronen

A handwritten signature in black ink, reading "Christopher A. Caputo".

Christopher A. Caputo: Treasurer Collector

DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCE
CITY OF SPRINGFIELD
MASSACHUSETTS

GRANTED

DATE: February 28, 1994

TO: FROM: William J. Metzger

DEPARTMENT: Building Department DEPARTMENT: City Clerk

COPIES TO: SUBJECT: Special Permit:
867 Boston Road

This is to inform you that at a meeting of the City Council held on Monday evening, January 31, 1994 it was voted by the Council in accordance with law to grant a Special Permit on the petition of Owner: Boston Road Realty Trust, By: Mark Draymore, Esquire and Petitioner: Brake King Automotive, Inc., By: Moshe Ronen, President to operate a brake and muffler shop and an automotive tuneup service center at 867 BOSTON ROAD, as provided by Chapter 1101-10F of the Springfield Zoning Ordinance and Chapter 40A of Massachusetts General Laws, with the following restrictions:

- (1.) There shall be no outdoor work on motor vehicles.
- (2.) The dumpster shall be located in such a manner as to not be visible.
- (3.) There shall be no testing of vehicles on Methuen Street.
- (4.) There shall be no employee parking on Methuen Street.
- (5.) Proper landscaping, fencing, screening and maintenance of property shall take place.
- (6.) The fencing shall be of a decorative nature.
- (7.) There shall be no outdoor music or loudspeaker system.
- (8.) No work shall be done with the bay doors open.
- (9.) The permit is granted to this petitioner only.
- (10.) The permit may be revoked for just cause after proper notice and hearing.

A copy of this decision and all plans referred to in the decision have been filed with the Planning Board and City Clerk.

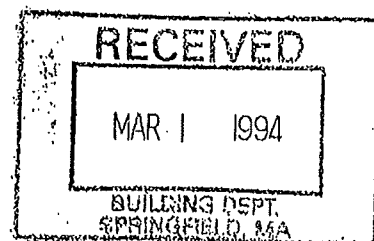
REASONS: (1) The specific site is an appropriate location for such a use, structure, or condition. (2) The use as developed will not adversely affect the neighborhood. (3) Adequate and appropriate facilities will be provided for the proper operation of the proposed use.

This permit becomes effective on February 28, 1994.

Very truly yours,

William J. Metzger
William J. Metzger
City Clerk

WJM/smc



TH 198
NOV 198
Attachment: Boston Rd 867 2021 (6452 : 867 Boston Road)

Brandon Ave

Elmore Ave

Boston Rd

Wallace St

Methuen St

Proposed Location

Attachment: Boston_Rd_867_2021 (6452 : 867 Boston Road)



SPRINGFIELD
GIS

City of Springfield, Massachusetts

867 Boston Road



DATA SOURCE:

NOTICE OF MEETING
SPRINGFIELD TRAFFIC COMMISSION
MEETING AGENDA

Monday, August 2, 2021

Meeting Hour:
 10:15 A.M

LOCATION:

70 Tapley Street, Springfield MA
 (Conference Room)

New items:

21-14 New Parking Meters- To install new parking meters at 4 different locations around the city.

TRAFFIC REGULATIONS 90 DAYS TRIAL.

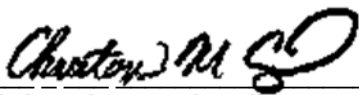
21-15 Fargo Street- " NO PARKING TOW AWAY" starting from Boston Road easterly direction 100 feet, south side of Fargo St. and "NO PARKING TOW AWAY" starting from Boston Road easterly direction. 243 feet, north side of Fargo St.

21-16 Lamont Street- " NO PARKING TOW AWAY" starting 100 feet from Boston Road easterly direction for 157 feet west side of Lamont St.

21-17 Crest Street- STOP SIGN facing eastbound vehicles at Crest Street and Lakeside Street.

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

By: _____



Christopher M. Cignoli, Secretary
 Springfield Traffic Commission

Copies of said petition, texts and maps may be requested by email or phone or viewed at 70 Tapley Street at appointment. Emails should be directed to HVelez@springfieldcityhall.com or by calling the Traffic Commission at (413) 784-4891

Attachment: TCM 8-2-2021 Agenda (6458 : 21-14 New Parking Meters)

August 2
Next Traffic Commission
Velez, Hector

From: Cignoli, Chris
Sent: Wednesday, May 26, 2021 11:53 AM
To: AAshraf@SpringfieldParkingAuthority.com; Moore, Thomas; Velez, Hector
Subject: FW: [External] FW: Adding More Meters to On-Street
Attachments: NEW METERS.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Hector—I just had a conversation with the Parking Authority with regards to adding some additional parking meters at 4 locations around the City. Could you please work with Mr. Ashraf on the language for the modification of any of the parking regulations for the impacted streets. Once you have the modified regulations complete, we would then need to schedule them for a Traffic Commission meeting—then City Council.

However, Mr. Moore and I need to do some work with the Mayor so I will let you know when it is appropriate to put it on the agenda for the Traffic Commission. There is not a huge rush for this item at this time.

Thanks!

Christopher M. Cignoli, P.E.
Director of Public Works

City of Springfield
 70 Tapley Street
 Springfield, MA 01104
 Office 413-750-2808
 Cell 413-887-9321
 Fax 413-787-6029

From: Azeem Ashraf [<mailto:AAshraf@SpringfieldParkingAuthority.com>]
Sent: Tuesday, May 25, 2021 9:43 AM
To: Cignoli, Chris
Subject: [External] FW: Adding More Meters to On-Street

Good Morning Chris,

Inquiring about if you have time for a phone call meeting this week or next week? Please advise.

Thank You for your time

From: Azeem Ashraf
Sent: Friday, May 7, 2021 8:55 AM
To: Cignoli, Chris <ccignoli@springfieldcityhall.com>
Cc: Thomas D. Moore <tmoore@springfieldcityhall.com>
Subject: Adding More Meters to On-Street

Good Morning Chris,

In our meeting today, the topic of adding more meters came up. So, we thought we would reach out to you for your opinion. We would like to add additional meters by American International College, Springfield Technical Community

Attachment: TCM 8-2-2021 (6458 : 21-14 New Parking Meters)

College, Baystate Hospital and North-End on Main Street by McDonalds. Tom Moore and I would like to have a phone meeting next week sometime with you? Please see the attachment for more detail.

Thank You

Regards,

Azgeem Ashraf

Operations Manager
Springfield Parking Authority
150 Bridge Street
Springfield, MA 01103

c: 413-302-0129

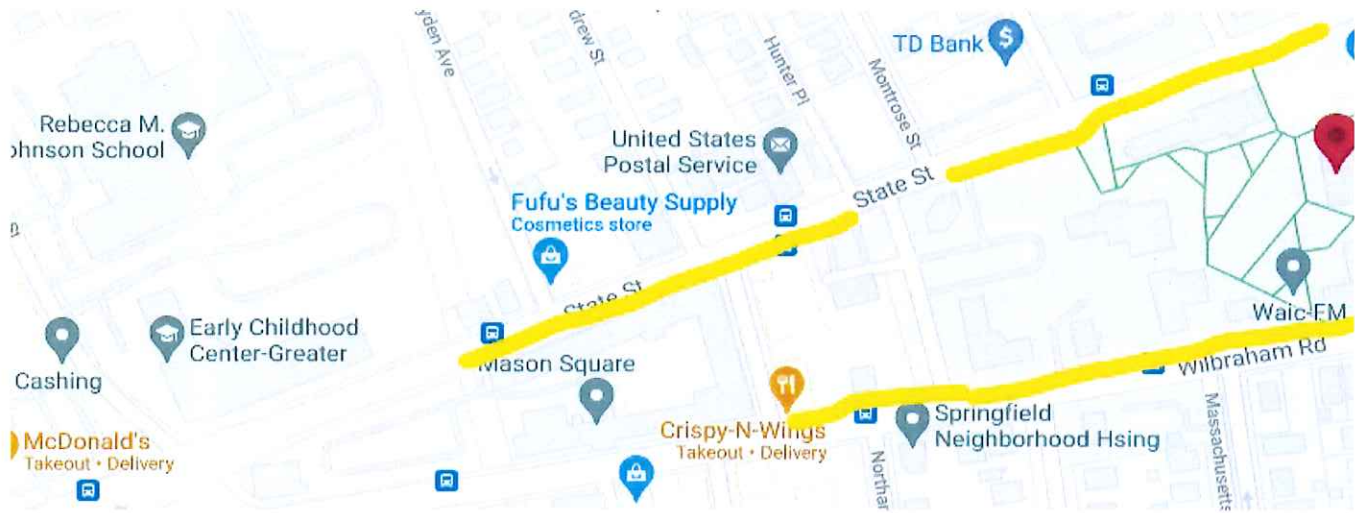
p: 413-273-8415 (Direct Line)

f: 413-787-6165

e: aashraf@springfieldparkingauthority.com

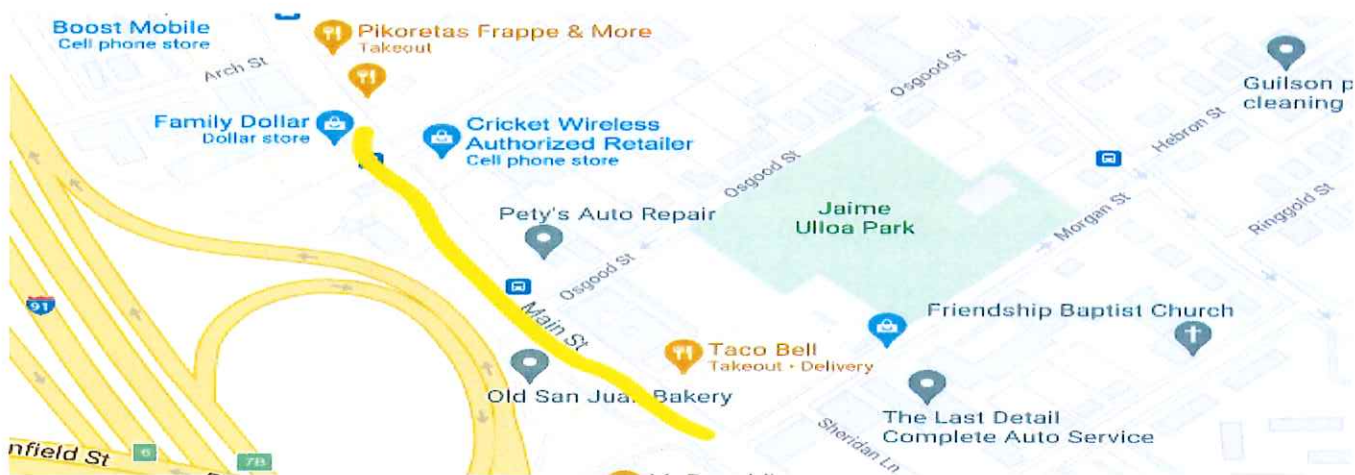
CAUTION: This email originated outside our organization; please use caution.

Attachment: TCM 8-2-2021 (6458 : 21-14 New Parking Meters)

AMERICAN INTERNATIONAL COLLEGE**Number Of Spaces:**

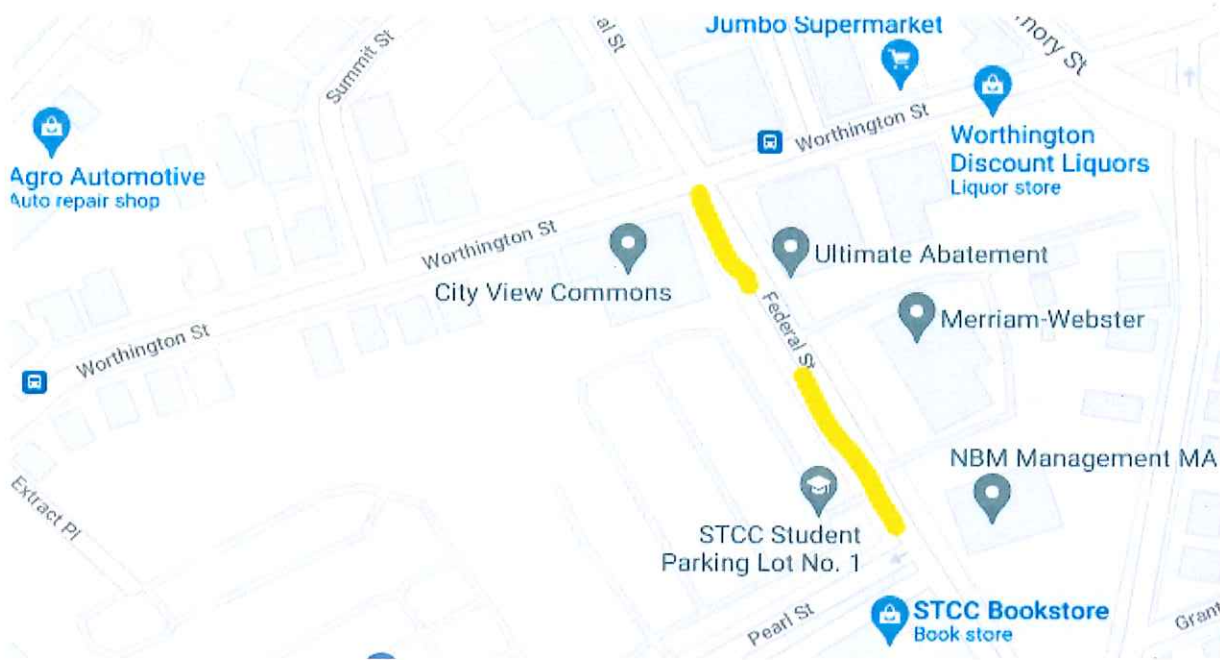
Wilbraham Rd
25 Spaces

State Street
17 Spaces plus 2 Handicap

NORTH-END MCDONALD'S**Number Of Spaces:**

Main St
22 Spaces on Odd Side
8 Spaces on Even Side

SPRINGFIELD TECHNICAL COMMUNITY COLLEGE



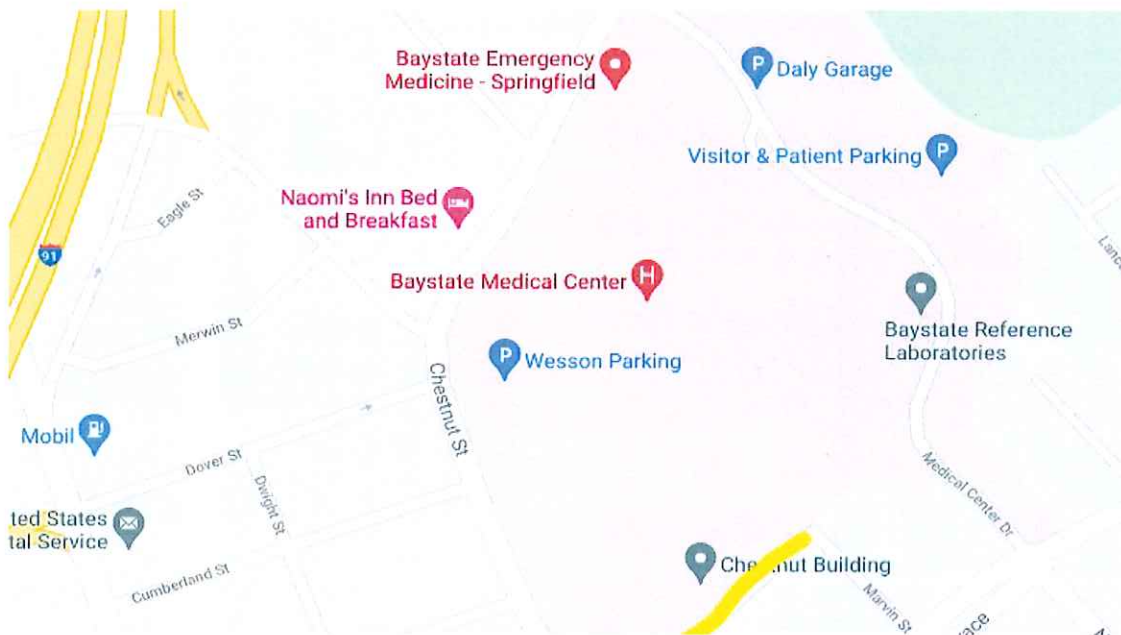
Federal St
Between pearl st and worthington st

Lincoln St

Number Of Spaces: 7 Spaces

8 Spaces

BAY STATE HOSPITAL



Number Of Spaces: 18 Spaces

Total recommend Spaces : 105
High Priority Street Spaces : 80



20100751

Date: **3/3/2021**

Traffic Signal Number

(see attached sketch).
Thanks.

Sketch if Required

Authorized By: hvelez

Work Completed	Date Completed	Completed By:
-----------------------	-----------------------	----------------------

Comment

[illegible]



DEPARTMENT OF PUBLIC WORKS

GENERAL WORK ORDER

20100750

Street Name: **FARGO ST.**

Date: **3/2/2021**

Catagory	Traffic Maint.
1	1
2	2
3	3
4	4
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100	100

Route To:: **Signs**

Traffic Signal Number

Please install " NO PARKING TOW AWAY" starting from Boston Road easterly direction. 243 feet, north side of Fargo St.

(see attached sketch).
Thanks.

Sketch if Required

Reported By: Cignoli

Authorized By: hvelez

Time Started: _____ Time Arrived _____ Time Completed _____ Total Time: _____

Work Completed _____ Date Completed _____ Completed By: _____

Comment

[illegible]

Attachment: TCM 8-2-2021 (6458 : 21-14 New Parking Meters)

21-16

12.b



**DEPARTMENT OF PUBLIC WORKS
GENERAL WORK ORDER**

20100752

Street Name: **LAMONT ST.** Date: **3/3/2021**

Category: **Traffic Maint.** Route To: **Signs** Traffic Signal Number

Please install " NO PARKING TOW AWAY" starting 100 feet from Boston Road easterly direction for 157 feet , west side of Lamont St.

(see attached sketch).
Thanks.

Sketch if Required

Reported By: Cignoli Authorized By: hvez

Time Started: Time Arrived Time Completed Total Time:

Work Completed Date Completed Completed By:

Comment

Materials Used:	Part Number	Quantity	Unit Price	Cost

Technician(s)	Hours Used	O.T. Hours	Truck No	Truck Hours	Date
Helper(s)					

Attachment: TCM 8-2-2021 (6458 : 21-14 New Parking Meters)

21-15
21-16



Attachment: TCM 8-2-2021 (6458 : 21-14 New Parking Meters)



DEPARTMENT OF PUBLIC WORKS
GENERAL WORK ORDER

20100767

Street Name: **CREST ST.**

Date: **5/11/2021**

Catagory	Traffic Maint.
----------	----------------

Route To:: **Signs**

Traffic Signal Number

Please install STOP SIGN facing eastbound vehicles at Crest Street and Lakeside Street.

(see attached sketch).

Sketch if Required

Reported By: Marcus W.

Authorized By: hvelez

Time Started: Time Arrived Time Completed Total Time:

Work Completed	Date Completed	Completed By:
-----------------------	-----------------------	----------------------

Comment

Materials Used:

Part Number	Quantity	Unit Price	Cost
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Technician(s)

Helper(s)

Hours Used	O.T. Hours	Truck No	Truck Hours	Date
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O.T. Hours	
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Truck No

Truck Hours

Date



TRAFFIC COMMISSION REGULAR MEETING MINUTES FOR AUGUST 2, 2021

10:15 AM MEETING CALLED TO ORDER, QUOREM MET, ROLL CALL FOR MEETING, THOSE PRESENT:

Clodo Concepcion Chairperson

Robert Shewchuk Esq. member

Hector Velez Secretary

Officer Kalin Police department

Danny Baro, member

Fred Shubrick member *delayed arrival

Others at Meeting:

Patrick Long Law department administrative

Azeem Ashraf Springfield Parking Authority

21-14 New Parking Meters- To install new parking meters at 4 different locations around the city.

Chairperson Concepcion asks if anyone is present to address this issue?

Azeem Ashraf answers the Chair he is here to speak on the S.P.A.'s behalf. The Authority is asking to place parking meters in high traffic areas throughout the city. The 1st location is American International College, 2ND is the area near and around the North-end of the city, 3rd will be the area of Baystate Medical Center, and other areas as time progresses.

The meters would be placed on State St. numbering around 17. Then, on Wilbraham Rd. numbering around 25.

Mr. Velez asked he they could do all in same vote.

Mr. Ashraf answers yes.

Chair asks what the board wanted to do as far as voting.

Atty. Shewchuk asks Mr. Ashraf that the S.P.A. would like meters, at State St. and Wilbraham Rd. (A.I.C.), at the McDonalds (2392) Main St. 22 spaces, 8 spaces (inaudible), Springfield Technical Community College 7 spaces, Federal St., 8 spaces on Lincoln St., and 18 spaces Baystate Medical Center.

Mr. Ashraf has states the total number will be 105 metered spaces.

Atty. Shewchuk asks what streets for Baystate Medical Center.

Mr. Ashraf reiterates the locations given above, at State St. and Wilbraham Rd. (A.I.C.), at the McDonalds (2392) Main St. 22 spaces, 8 spaces (inaudible), Springfield Technical Community College 7 spaces, Federal St., 8 spaces on Lincoln St., and 18 spaces Baystate Medical Center.

Atty. Shewchuk states he is just looking for the name of the street that the Baystate Medical parking meters will be on.

Attachment: TRAFFIC mins AUGUST 2 21 (6458 : 21-14 New Parking Meters)

Mr. Ashraf states that will be Pratt St.

Chair asks if these meters are double-headed?

Mr. Ashraf states yes explains they will be double headed meters so only 55-60 will need to be installed.

Chair asks when will the project be started?

Mr. Ashraf answers the end of this year and move on.

Mr. Shubrick enters the meeting and is looking over the topic.

Atty. Shewchuk asks if the meters will accept card payment and cash?

Mr. Ashraf answers yes and the public can also use an app to pay.

Mr. Shubrick asks if these are all the meters that are going in?

Mr. Ashraf answers yes, for now, and we would come before you if that changes.

Mr. Shubrick asks if the meters will be on both sides or just one side of the street?

Mr. Ashraf answers yes the A.I.C. meters will be on the one side on State St. that abuts the college and the same on Wilbraham Rd. side of the college.

MOTION: Robert Shewchuk, 2ND BY Hector Velez

VOTE: Clodo Concepcion YES, Robert Shewchuk YES, Hector Velez YES, Officer Kalin YES, Danny Baro ABSTAIN, Fred Shubrick YES.

RESOLUTION PASSES.

TRAFFIC REGULATIONS 90 DAYS TRIAL.

21-15 Fargo Street- " NO PARKING TOW AWAY" starting from Boston Road easterly direction 100 feet, south side of Fargo St. and "NO PARKING TOW AWAY" starting from Boston Road easterly direction. 243 feet, north side of Fargo St.

21-16 Lamont Street- " NO PARKING TOW AWAY" starting 100 feet from Boston Road easterly direction for 157 feet, west side of Lamont St.

Chair states the number two item will now be discussed.

Mr. Velez explains that these are 90 day trials.

Mr. Shubrick explains it is near the old Russell's restaurant, the small convenience store.

Inaudible discussion.

Atty. Shewchuk advises they can take 2115 and 21-16 together as they are related to one another.

No further discussion.

MOTION: Robert Shewchuk, 2ND BY Danny Baro

VOTE: Clodo Concepcion YES, Robert Shewchuk YES, Hector Velez YES, Officer Kalin YES, Danny Baro YES, Fred Shubrick YES.

21-17 Crest Street- STOP SIGN facing eastbound vehicles at Crest Street and Lakeside Street.

Mr. Velez explains this is a residents stop sign request.

Atty. Shewchuk inquires if there is anyone to speak on the request? Or do we their information? Is there a

Mr. Velez stated he received an email from (inaudible). And that the sign is working.

Atty. Shewchuk ok the sign is working.

MOTION: Robert Shewchuk, 2ND BY Fred Shubrick

VOTE: Clodo Concepcion YES, Robert Shewchuk YES, Hector Velez YES, Officer Kalin YES, Danny Baro YES, Fred Shubrick YES.

ADJOURNMENT

MOTION: Robert Shewchuk, 2ND BY Fred Shubrick

VOTE: Clodo Concepcion YES, Robert Shewchuk YES, Hector Velez YES, Officer Kalin YES, Danny Baro YES, Fred Shubrick YES.

MEETING ENDS 10:31 a.m.

August 2, 2021

October 4, 2021 next meeting

Attest _____
Christopher M. Cignoli, Secretary

Attachment: TRAFFIC mins AUGUST 2 21 (6458 : 21-14 New Parking Meters)

AMENDING CHAPTER 178 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, AS AMENDED, BY INSERTING NEW SECTION 178-4 I, AND AMENDING CHAPTER 1, ARTICLE V SECTION 1-25

Be it ordained by the City Council, in session assembled, that the following amendments to the Revised Ordinances of the City of Springfield, as amended, be enacted:

1. CHAPTER 178 § 4 of the Revised Ordinances of the City of Springfield, as amended, is hereby amended to include new Section 178-4 I, as follows:

"Chapter 178 § 178-4 - Gasoline Stations

I. Sale of Gasoline for Illegal Purposes

(a) No owner or employee of any retail dealer of gasoline shall sell, offer for sale, or attempt to sell any article or product represented as gasoline for use in any off highway vehicle as defined in Massachusetts General Laws Chapter this ordinance, unless that vehicle is conveyed to and from the retailer's premises by a registered motor vehicle, as defined in under Massachusetts General Law Chapter 90B section 20, as may be amended, and no individual shall purchase or attempt to purchase gasoline for use in any off highway vehicle as defined in this ordinance.

(b) Signs with the words "FUELING OF ALL TERRAIN VEHICLES, MINI CYCLES, DIRT BIKES, OR OTHER UNAUTHORIZED VEHICLES PROHIBITED" in English and "PROHIBIDO DESPACHAR GASOLINA A ALL TERRAIN VEHICLES, MINI CYCLES O DIRT BIKES O A OTROS VEHICULOS NO AUTORIZADOS" in Spanish at least one (1) inch in height with a contrasting margin shall be posted at all dispensing locations. The location of warning signs shall be based on local conditions but shall be visible and legible from all gas pumps. Signage shall be provided by the City of Springfield.

(c) Any owner of any retail dealer of gasoline who violates any provision of Subsections (a) or (b) of this section who owns or is employed by a retail dealer that has been previously issued one warning as the result of a previous violation of Subsections (a) or (b) of this section shall be fined one hundred dollars (\$100.00) per occurrence. Each off highway vehicle as to which an owner or employee of any retail dealer of gasoline sells, offers for sale, or attempts to sell gasoline shall be considered a separate violation of Subsection (a) above."

2. CHAPTER 1, Article V, § 1-25 of the Revised Ordinances of the City of Springfield as amended, is hereby amended to include the following new provision:

Offense	Fine	Enforcing Personnel
Sale of Gasoline for Illegal Purposes (Chapter 178-4 I)	\$100.00	Police Department

3. The effective date for the amendments listed above shall be June 27, 2021.

Approved as to form,

Associate City Solicitor