



City Council

Hearings Meeting

~ Draft ~

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

Anthony I. Wilson
413-787-6096

Monday, August 15, 2016

7:00 PM

Springfield City Hall -- Council Chambers

Hearings

7:00 PM Meeting called to order on August 15, 2016 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Justin Hurst	At Large Councilor	Late	7:06 PM
Kenneth E. Shea	Ward 6 Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Absent	
Timothy C. Allen	Ward 7 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Absent	
Bud L. Williams	At-Large Councilor	Present	
Orlando Ramos	Vice President- Ward 8 Councilor	Late	7:06 PM
Marcus J Williams	Ward 5 Councilor	Present	
Adam Gomez	Ward 1 Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
Melvin A. Edwards	Ward 3 Councilor	Present	
Kateri B. Walsh	At-Large Councilor	Present	
Michael A. Fenton	President	Present	

Moment of Silence - Pledge of Allegiance

Orders

1. Order (ID # 3613)

Establishing Polling Places

COMMENTS - Current Meeting:

Gladys Oyola, election commission, spoke in favor of the order. She stated that there were no changes of the polling places.

ATTACHMENTS:

- Primary Warrant 2016 (DOC)

RESULT:	ADOPTED [9 TO 0]
AYES:	Shea, Allen, Williams, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Justin Hurst, E. Henry Twiggs, Timothy J. Rooke, Orlando Ramos

2. Order (ID # 3576)

Order Approving a Host Community Agreement with Hampden Care Facility, Inc. For Medical Marijuana Retail Dispensary at 506 Cottage Street, Springfield

HISTORY:**06/27/16****City Council****REFERRED TO COMMITTEE****Next: 07/18/16****07/12/16****Health and Human Services****COMMENTS - Current Meeting:**

Councilor Gomez gave a report of the Health and Human Services Committee, which met on August 3, 2016 regarding the Host Community Agreement with Hampden Care.

Attorney Antonucci, representing Hampden Care, he stated that his clients agreed to reduce exclusivity from 10 years to 5 years and to hire Springfield residents. He stated that the 1% reduction in payments to the City is related to the reduction in exclusivity from 10 years to 5 years. He also stated that the HCA with Springfield ultimately provides more money to the City than any other similar agreements in the state.

Councilor Shea asked Attorney Antonucci to explain why Hampden Care agreed to pay a certain amount of money to one of the neighborhood councils. Attorney Antonucci stated that he did not participate in those negotiations and that attorneys for the City of Springfield did not participate in those negotiations. He stated that he believes that a city councilor suggested that Hampden Care negotiate with the Neighborhood councils. He stated that his clients were trying to be good neighbors.

Councilor Shea stated that the Council should not set a precedent that developers should pay funds to a neighborhood council in order to move a project forward.

Councilor Walsh asked Edward Pikula, the City Solicitor, his opinion about the payments to the neighborhood council. Solicitor Pikula stated that he did believe that the payments were illegal but he did not believe that the payments were good policy.

Councilor Marcus Williams stated that there was a provision in the agreement to allow the agreement to renegotiated after the initial first 5 years subject to the City Council's approval. He asked the Solicitor's opinion on this provision. The Solicitor stated that provision is not illegal but he did not believe that it was good policy.

Councilor Ramos stated that he did not support Councilor Shea's Motion.

Councilor Allen asked if the solicitor had reviewed the "Good Neighbor Agreement"? The Solicitor stated that the City was not a party to the "Good Neighbor" agreement.

Councilor Ashe asked if Councilor Shea would be amenable to change the language to direct the money toward public charities or projects in the affected ward.

Councilor Shea did not amend or change his motion.

Councilor Edwards asked if the Council has the power to renegotiate the provisions of the agreement. The Solicitor stated that the Council did not have that power.

Councilor Ramos stated that the amended agreement provides substantially less revenue to the City than the original agreement.

Councilor Ramos stated that he could not support the HCA in its current form.

Councilor Bud Williams asked what affect voting down the HCA would have on Hampden Care's Special Permit. Councilor Fenton stated that the Special Permit was contingent on the HCA and would therefore be void if the HCA did not pass. The Solicitor stated that the petitioner would have 2 years to meet the provisions of the Special Permit.

ATTACHMENTS:

- Exhibit A to City Council Order - Approve Host Community Agreement for Hampden Care Facility (PDF)
- HCA City of Springfield - Hampden Care Facilities - Amended Final Draft (DOC)

RESULT:	DEFEATED [3 TO 8]
AYES:	Timothy C. Allen, Thomas M. Ashe, Kateri B. Walsh
NAYS:	Hurst, Shea, Williams, Ramos, Williams, Gomez, Edwards, Fenton
ABSENT:	E. Henry Twiggs, Timothy J. Rooke

3. **Motion To:** Motion to place corrected Host Community agreement with Hampden Care before the Council

COMMENTS - Current Meeting:

Attorney Antonucci and Solicitor Pikula agreed that the documents distributed to the Council were the correct Agreement.

Moved Gomez, Seconded by Councilor Bud Williams.

RESULT:	ADOPTED VOICE
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4. **Motion To:** Motion to delete any language regarding payments to any civic association from the Hampden Care Host Community Agreement

COMMENTS - Current Meeting:

Motion made by Councilor Shea. Seconded by Councilor Hurst.

RESULT:	DEFEATED [5 TO 6]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Justin Hurst, At Large Councilor
AYES:	Hurst, Shea, Allen, Williams, Ashe
NAYS:	Williams, Ramos, Gomez, Edwards, Walsh, Fenton
ABSENT:	E. Henry Twiggs, Timothy J. Rooke

5. **Motion To:** Motion to refer the Order to approve HCA to Committee by Councilor Gomez. Seconded by Councilor Ramos

RESULT: DEFEATED [6 TO 5]
MOVER: Orlando Ramos, Vice President- Ward 8 Councilor
SECONDER: Justin Hurst, At Large Councilor
AYES: Shea, Allen, Williams, Ramos, Gomez, Edwards
NAYS: Hurst, Williams, Ashe, Walsh, Fenton
ABSENT: E. Henry Twiggs, Timothy J. Rooke

- 6. Motion To:** Motion to delete the last paragraph of section 2 of the HCA by Councilor Ramos. Seconded by Councilor Gomez

RESULT: DEFEATED [2 TO 9]
MOVER: Orlando Ramos, Vice President- Ward 8 Councilor
SECONDER: Adam Gomez, Ward 1 Councilor
AYES: Orlando Ramos, Adam Gomez
NAYS: Hurst, Shea, Allen, Williams, Williams, Ashe, Edwards, Walsh, Fenton
ABSENT: E. Henry Twiggs, Timothy J. Rooke

Petitions

7. Petition (ID # 3614)

Petition to Keep, Store, Use and Sell Petroleum

ATTACHMENTS:

- 658 berkshire petro (PDF)

RESULT: PASSED BY VOICE VOTE

Special Permits

8. Petition (ID # 3571)

For a Special Permit Motor Vehicle Rentals at the Properties Known as 117 Spring Street (A.K.A. 121) (11040-00787), ES Pearle Street (09585-0110), ES Spring Street (11040-0079) and ES Spring Street (11040-0081) as Allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 12.2 and M.G.L.

Request: See Above
 Owner: One Twenty One Spring Street, LLC
 By: Darryl Schwartz
 Petitioner: Eduardo Infante
 By: Eduardo Infante

COMMENTS - Current Meeting:

No one representing the petitioners appeared for the hearing. Motion to lay table by Councilor Bud Williams. Seconded by Councilor Edwards.

ATTACHMENTS:

- 117_Spring_St_Tax_Formal (PDF)
- Spring_St_117_2106 (PDF)

RESULT: LAY ON TABLE**Next: 9/27/2016 7:00 PM****9. Petition (ID # 3608)**

For a Special Permit to Operate a Drive-Up Service Window at the Property Known as 660 Liberty Street (07770-0155), as Allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 19.1.3.

Request:	See Above
Owner:	Archland Property, LLC
By:	David M. Ledy, Secretary
Petitioner:	Archland Property, LLC
By:	David M. Ledy, Secretary

COMMENTS - Current Meeting:

Luke DeStefano, representing the Petitioner, stated that they needed the special permit in order to reconfigure the drive-thru and parking at the location.

The Council received a letter in support from the Hungry Hill neighborhood council.

ATTACHMENTS:

- 660_Liberty_St_Tax_Formal (PDF)
- Liberty_St_660_2016 (PDF)

RESULT: ADOPTED [11 TO 0]**AYES:** Hurst, Shea, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton**ABSENT:** E. Henry Twiggs, Timothy J. Rooke**10. Petition (ID # 3609)**

To Amend an Existing Special Permit (Non-Conforming Structure), Granted May 23, 2016, by Allowing a Change in the Approved Plan, at the Property Known as 437 Bay Street (01085-0371), as Allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.42.

Request:	See Above
Owner:	All Nations Church of God
By:	Doyle St. Louis
Petitioner:	Better Homes Properties, LLC
By:	Thomas P. Kegelman

COMMENTS - Current Meeting:

Councilor Fenton recused himself from the vote and any discussion on this matter because his employer represents the petitioner.

Councilor Gomez recused himself from the vote and discussion because he sits on the petitioner's board of directors.

Ellen Freyman, representing the petitioner, stated that they wanted to amend the special permit because a portion of the building that they had planed to demolish would not be demolished.

ATTACHMENTS:

- 437_Bay_St_Tax_Formal (PDF)
- Bay_St_437_Amend_2016 (PDF)

RESULT:	ADOPTED [9 TO 0]
AYES:	Hurst, Shea, Allen, Williams, Ramos, Williams, Ashe, Edwards, Walsh
ABSENT:	E. Henry Twiggs, Timothy J. Rooke
RECUSED:	Adam Gomez, Michael A. Fenton

11. Petition (ID # 3450)

For a Special Permit to Renovate and Reopen a Pre-Existing, Non-Conforming Commercial Use (Retail) at the Properties Known as 232 Orange Street (09340-0038) and NS Orange Street (09340-0037) Under Non-Use, as Allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.42.

Request:	See Above
Owner:	Ana Davila
By:	Ana Davila
Petitioner:	Erica Nunez
By:	Erica Nunez

HISTORY:

04/25/16	City Council	REFER TO COMMITTEE
Next: 05/23/16		
05/23/16	City Council	REFER TO COMMITTEE
Next: 06/27/16		
06/27/16	City Council	CONTINUE

COMMENTS - Current Meeting:

Councilor Shea stated that the petitioner has agreed to place the matter on the next hearing meeting of the council.

ATTACHMENTS:

- Orange_St_232_Tax_Formal (PDF)
- Orange_St_232_2016 (PDF)

RESULT:	LAY ON TABLE	Next: 9/27/2016 7:00 PM
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12. Petition (ID # 3558)

For a Special Permit to Operate a Drive-Up Service Window at the Property Known as 1809 (A.K.A. 1811) Boston Road (01655-0388), as Allowed by M.G.L. and the Springfield Zoning Ordinance Article 4, Table 4-4, Section 19.1(2).

Request:	See Above
Owner:	Realty Income Corporation
By:	David Panella
Petitioner:	Friendly' s Restaurants, LLC
By:	David Panella

COMMENTS - Current Meeting:

Micheal Petron, representing the petitioner, spoke in favor the petition.

ATTACHMENTS:

- Boston_Rd_1809_Tax_Formal (PDF)
- Boston_Rd_1809_2016 (PDF)

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	E. Henry Twiggs, Timothy J. Rooke

suspension of rules

13. Petition (ID # 3615)

Dickinson Street

ATTACHMENTS:

- 8-10-2016 notice of meeting #6238 (PDF)
- plan #6238 Dickinson St. (PDF)

RESULT:	ADOPTED [10 TO 0]
AYES:	Hurst, Shea, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh
ABSTAIN:	Michael A. Fenton
ABSENT:	E. Henry Twiggs, Timothy J. Rooke



City Council

ADOPTED

Meeting: 08/15/16 07:00 PM
Initiator: Gladys Rivas-Martinez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3613

Establishing Polling Places (Mayor Sarno)

ORDERED, that the polling places for the **State Primary** to be held in the City of Springfield on **THURSDAY, SEPTEMBER 8, 2016** be and they are hereby designated as follows:

WARD 1

- A. RIVERVIEW ADMINISTRATION BLDG..... 82 DIVISION STREET
- B. RIVERVIEW ADMINISTRATION BLDG.....82 DIVISION STREET
- C. NORTH END YOUTH CENTER1772 DWIGHT STREET
- D. BAY STATE PLACE414 CHESTNUT STREET
- E. BAY STATE PLACE414 CHESTNUT STREET
- F. HOBBY CLUB309 CHESTNUT STREET
- G. FIRE DEPT. HEADQUARTERS.....SPRING & WORTHINGTON STREETS
- H. THE GOOD LIFE CENTER.1600 E. COLUMBUS AVE

WARD 2

- A. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- B. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- C. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- D. VAN SICKLE SCHOOL, GYM1170 CAREW STREET
- E. VAN SICKLE SCHOOL, GYM.....1170 CAREW STREET
- F. SAFETY COMPLEX. 1212 CAREW STREET
- G. BOWLES SCHOOL 24 BOWLES PARK
- H. VAN SICKLE SCHOOL, GYM1170 CAREW STREET

WARD 3

- A. EMERSON HALL (Next to Mason Wright Retirement Community) 439 UNION STREET

B.	GENTILE APARTMENTS, COMMUNITY RM.....85 WILLIAM STREET	
C.	GENTILE APARTMENTS, COMMUNITY RM.....85 WILLIAM STREET	
D.	JC WILLIAMS COMMUNITY CTR116	FLORENCE
STREET		
E.	JC WILLIAMS COMMUNITY CTR116	FLORENCE
STREET		
F.	HOLY NAME CHURCH/SOCIAL CENTER.....323	DICKINSON
STREET		
G.	HOLY NAME CHURCH/SOCIAL CENTER.....323	DICKINSON
STREET		
H.	HOLY NAME CHURCH/SOCIAL CENTER.....323	DICKINSON
STREET		
STREET		

WARD 4

A.	REBECCA M. JOHNSON SCHOOL55	CATHERINE
STREET		
B.	REBECCA M. JOHNSON SCHOOL55	CATHERINE
STREET		
C.	MASON SQUARE LIBRARY.....765 STATE STREET	
D.	HIGHLAND HOUSE, INC.....250	OAK GROVE
AVENUE		
E.	MASON SQUARE FIRE STATION33 EASTERN AVENUE	
F.	AIC CORNIOTES HALL.....1053 STATE ST (Corner	
of Homer)		
G.	INDEPENDENCE HOUSE.1475	ROOSEVELT
AVENUE		
H.	AIC CORNIOTES HALL1053 STATE ST (Corner	
of Homer)		

WARD 5

A.	HIGH SCHOOL OF SCENCE & TECH. 1250 STATE & ALTON	
STREET		
B.	HIGH SCHOOL OF SCIENCE & TECH1250 STATE & ALTON	
STREET		
C.	MARY LYNCH SCHOOL..... 315 NORTH BRANCH	
PARKWAY		
D.	GREENLEAF COMMUNITY CENTER.....1188	½ PARKER

STREET

- E. PINE POINT LIBRARY 204 BOSTON ROAD
 F. DUGGAN SCHOOL.....1015 WILBRAHAM

ROAD

- G. GREENLEAF COMMUNITY CENTER.....1188 ½ PARKER

STREET

- H. CHURCH OF THE ACRES...1383 WILBRAHAM

ROAD

WARD 6

- A. FOREST PARK LIBRARY COMMUNITY ROOM380 BELMONT AVE
 B. FOREST PARK LIBRARY COMMUNITY ROOM380 BELMONT AVE
 C. FOREST PARK COMMUNITY ROOM.....25 BARNEY LANE
 D. ALICE BEAL SCHOOL285 TIFFANY STREET
 E. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON

STREET

- F. ALICE BEAL SCHOOL285 TIFFANY STREET
 G. MLK CHARTER SCHOOL285 DORSET STREET
 H. MLK CHARTER SCHOOL285 DORSET STREET

WARD 7

- A. MARY DRYDEN SCHOOL.....190 SURREY ROAD
 B. FREDERICK HARRIS SCHOOL.....58 HARTFORD

TERRACE

- C. FREDERICK HARRIS SCHOOL.....58 HARTFORD

TERRACE

- D. TALMADGE SCHOOL1395 ALLEN STREET
 E. BRUNTON SCHOOL1801 PARKER STREET
 F. KILEY MIDDLE SCHOOL180 COOLEY

STREET

- G. BRUNTON SCHOOL1801 PARKER STREET
 H. GLICKMAN SCHOOL120 ASHLAND

AVENUE

WARD 8

- A. MARY MOTHER OF HOPE (ST. MARY'S) CHURCH 840 PAGE

BLVD

- B. MARY LYNCH016 SCHOOL..... 315 NORTH

BRANCH PARKWAY

- C. CENTRAL HIGH SCHOOL1840 ROOSEVELT

AVENUE

- D. JOHN F. KENNEDY MIDDLE SCHOOL1385 BERKSHIRE

AVENUE

- E. INDIAN ORCHARD CITIZENS COUNCIL..... 117 MAIN STEET I.O
 F. JOHN F. KENNEDY MIDDLE SCHOOL1385 BERKSHIRE

AVENUE

- G. WARNER SCHOOL 493 PARKER STREET
 H. PINE POINT LIBRARY..... 204 BOSTON

ROAD

POLLING PLACES SHALL BE OPEN FROM 7:00 AM TO 8:00 PM

RESULT:	ADOPTED [9 TO 0]
AYES:	Shea, Allen, Williams, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Justin Hurst, E. Henry Twiggs, Timothy J. Rooke, Orlando Ramos

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR 2016 STATE PRIMARY

SS.

To the Constables of the City/Town of SPRINGFIELD

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

SEE ATTACHED WARD AND PRECINCT NUMBERS AND POLLING LOCATIONS

On **THURSDAY, THE EIGHTH DAY OF SEPTEMBER, 2016**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

REPRESENTATIVE IN CONGRESS
COUNCILLOR
SENATOR IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
SHERIFF

FIRST DISTRICT
EIGHTH DISTRICT
FIRST & HAMPSHIRE DISTRICT
6th, 7th, 9th, 10th, 11th, 12th DISTRICT
HAMPDEN COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 15TH day of August, 2016.

City Council of the City of Springfield

By posted on the Official Bulletin Board of the Office of the City Clerk and on City's Website

Anthony Wilson, Esquire - City Clerk

A True Copy Attested

August 15, 2016

Warrant must be posted by **September 1, 2016** (at least *seven days prior* to the **September 8, 2016** State Primary).

Attachment: Primary Warrant 2016 (3613 : Establishing Polling Places)



City Council

DEFEATED

Meeting: 08/15/16 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3576

2

Order Approving a Host Community Agreement with Hampden Care Facility, Inc. For Medical Marijuana Retail Dispensary at 506 Cottage Street, Springfield (Mayor Sarno)

WHEREAS, pursuant to Chapter 369 of the Acts of 2012, entitled “An Act for the Humanitarian Medical Use of Marijuana”, codified through 105 CMR 725, and any regulations promulgated thereunder, the City of Springfield has conducted a two-phased RFP/Q solicitation process for Medical Marijuana Treatment Center proposals in Springfield;

WHEREAS, Hampden Care Facility, Inc. (“Hampden Care”) has been incorporated under Chapter 180 of the Massachusetts General Laws to provide marijuana for medical use to patients of Hampden Care, and desires to establish and operate a marijuana for medical use retail dispensary in Springfield located at 506 Cottage Street (the “Dispensary”); and

WHEREAS, the Massachusetts Department of Public Health (“DPH”) has informed Hampden Care that it is being reviewed as a provisional licensee to operate a Registered Marijuana Dispensary (“RMD”), and upon receipt of a final Certificate of Registration to operate an RMD from DPH, Hampden Care will have the legal authority to operate its Dispensary; and

WHEREAS, at the conclusion of Phase II (RFP/Q No. 16-090) of the City’s solicitation process, the City selected Hampden Care as the highest ranked proposal submitted in response; and

WHEREAS, Hampden Care desires to support community initiatives and interests in Springfield to express its appreciation for the community support it has received to operate an RMD in Springfield; and

WHEREAS, Hampden Care desires to mitigate any actual or potential adverse community impacts and to improve the security and health of the people of Springfield; and

WHEREAS, the City of Springfield and Hampden Care desire to enter into a Host Community Agreement to memorialize the terms of Hampden Care’s support of community initiatives and interests in Springfield and Hampden Care’s commitment to mitigate actual or potential adverse community impacts;

NOW THEREFORE BE IT ORDERED, pursuant to Chapter 369 of the Acts of 2012, entitled “An Act for the Humanitarian Medical Use of Marijuana”, that the City Council hereby:

- 1.) Approves the Host Community Agreement with Hampden Care Facility, Inc, in substantially the same form as the Host Community Agreement submitted by the Mayor to the City Council and attached hereto as Exhibit A;
- 2.) Authorizes the Mayor to execute the Host Community Agreement referenced herein, in substantially the same form as the Host Community Agreement submitted by the Mayor to the City Council and attached hereto as Exhibit A;

RESULT:	DEFEATED [3 TO 8]
AYES:	Timothy C. Allen, Thomas M. Ashe, Kateri B. Walsh
NAYS:	Hurst, Shea, Williams, Ramos, Williams, Gomez, Edwards, Fenton
ABSENT:	E. Henry Twiggs, Timothy J. Rooke

EXHIBIT A - FINAL DRAFT

HOST COMMUNITY AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND HAMPDEN CARE FACILITY, INC.

This **HOST COMMUNITY AGREEMENT** made on this ____ day of ____, 2016 by and between the **City of Springfield**, a municipal corporation existing within the Commonwealth of Massachusetts, acting by and through its Chief Development Officer, with the approval of its Mayor, hereinafter referred to as the "**City**", and **Hampden Care Facility, Inc.**, a Massachusetts non-profit corporation, with a usual place of business located at 12 Center Street, Chicopee, Massachusetts 01013, hereinafter referred to as "**Hampden Care**". The City and Hampden Care shall be collectively known herein as "the Parties".

Witnesseth That:

WHEREAS, in accordance with all applicable Massachusetts laws and regulations, the City has conducted a two-phased RFP/Q solicitation process for Medical Marijuana Treatment Center proposals in Springfield;

WHEREAS, Hampden Care has been incorporated under Chapter 180 of the Massachusetts General Laws to provide marijuana for medical use to patients of Hampden Care, and desires to establish and operate a marijuana for medical use retail dispensary in Springfield located at 506 Cottage Street (the "Dispensary"); and

WHEREAS, the Massachusetts Department of Public Health ("DPH") has informed Hampden Care that it is being reviewed as a provisional licensee to operate a Registered Marijuana Dispensary ("RMD") , and upon receipt of a final Certificate of Registration to operate an RMD from DPH, Hampden Care will have the legal authority to operate its Dispensary; and

WHEREAS, at the conclusion of Phase II (RFP/Q No. 16-090) of the City's solicitation process, the City selected Hampden Care as the highest ranked proposal; and

WHEREAS, Hampden Care desires to support community initiatives and interests in Springfield to express its appreciation for the community support it has received to operate an RMD in Springfield; and

WHEREAS, Hampden Care desires to mitigate any actual or potential adverse community impacts and to improve the security and health of the people of Springfield; and

WHEREAS, the City and Hampden Care enter into this Host Community Agreement to memorialize the terms of Hampden Care's support of community initiatives and interests in Springfield and Hampden Care's commitment to mitigate actual or potential adverse community impacts; and

NOW, THEREFORE, for the consideration set forth herein, the Parties hereto mutually agree as follows:

FINAL DRAFT

1. The preamble set forth above, the City's Phase I and Phase II RFP/Q Solicitations, and Hampden Care's proposals in response to the City's Phase I and Phase II RFP/Q Solicitations are hereby incorporated and made part of this Agreement.
2. Host Community Donations. Based on Hampden Care receiving a final Certificate of Registration to operate an RMD in Springfield, during the term of this Agreement (as defined in Section 5), Hampden Care shall make the following Host Community Donations to the City as follows:
 - (a) Calendar Year 2016 – As Hampden Care will not be operational in 2016 but, rather, will be involved in obtaining necessary licenses and permits and then completing the build-out, there will be nothing paid to the City of Springfield.
 - (b) Calendar Year 2017 – On or before December 31, 2018, Hampden Care shall donate three percent (3%) of gross revenue of the Dispensary for Calendar Year 2017 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (c) Calendar Year 2018 – On or before February 1, 2019, Hampden Care shall donate four percent (4%) of gross revenue of the Dispensary for Calendar Year 2018 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (d) Calendar Year 2019 – On or before February 1, 2020, Hampden Care shall donate five percent (5%) of gross revenue of the Dispensary for Calendar Year 2019 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (e) Calendar Year 2020 – On or before February 1, 2021, Hampden Care shall donate five percent (5%) of gross revenue of the Dispensary for Calendar Year 2020 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (f) Calendar Year 2021 – On or before December 31, 2022, Hampden Care shall donate five percent (5%) of gross revenue of the Dispensary for Calendar Year 2021 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (g) Calendar Year 2022 – On or before December 31, 2023, Hampden Care shall donate six percent (6%) of gross revenue of the Dispensary for Calendar Year 2022 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (h) Calendar Year 2023 – On or before December 31, 2024, Hampden Care shall donate six percent (6%) of gross revenue of the Dispensary for Calendar Year 2023 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (i) Calendar Year 2024 – On or before December 31, 2025, Hampden Care shall donate six percent (6%) of gross revenue of the Dispensary for Calendar Year 2024 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (j) Calendar Year 2025 – On or before December 31, 2026, Hampden Care shall donate seven percent (7%) of gross revenue of the Dispensary for Calendar Year 2025 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (k) Calendar Year 2026 and each succeeding Calendar Year – On or before December 31, 2027, Hampden Care shall donate seven percent (7%) of gross revenue of the Dispensary for Calendar Year 2026 to the City, and shall donate \$50,000 directly to the Springfield Police Department, and on February 1st of each succeeding year thereafter, Hampden Care shall donate seven percent (7%) of gross revenue of the Dispensary for the prior Calendar Year to the City, and shall donate \$50,000 directly to the Springfield Police Department.

Host Community Donations shall be made payable to the City as directed by the Mayor or his delegate.

FINAL DRAFT

The City agrees that it shall not issue a letter of support or non-opposition to another firm seeking to obtain a license for a medical marijuana dispensary in Springfield for a period of ten (10) years commencing in the year 2017, subject to re-opening negotiations as indicated in Section 3 of this Agreement.

3. Cause for Reopening Host Community Agreement Negotiations. In the event that either (1) the Mayor of Springfield determines that another municipality in the four Western Counties of the Commonwealth of Massachusetts (Berkshire, Franklin, Hampden and Hampshire) has entered into a host community agreement with an RMD developer that contains financial terms that are superior to what Hampden Care agrees to provide to the City pursuant to this Agreement (taking into consideration an RMD that is similar in size, scope, production and patient sales to the Dispensary), or (2) the sale of marijuana becomes legalized in the Commonwealth of Massachusetts for recreational sale and use and Springfield's zoning laws permit Hampden Care to sell marijuana for recreational use at its Springfield Dispensary location and Hampden Care obtains a special permit, if so required by Springfield's then current zoning ordinances, to sell marijuana for recreational use, or (3) the Mayor of Springfield determines the actual impacts of the Dispensary on the community are not adequately addressed through the terms of the HCA, or (4) If RMD gross sales are less than or equal to \$3 million in any fiscal year after December 31, 2019, then the Parties will immediately reopen negotiations and negotiate an amendment to this Agreement that fully addresses the underlying cause for renegotiation.

In the event that the parties reopen negotiations under this section and are unable to successfully negotiate an amendment within 90 days, the parties agree to immediately submit the matter to arbitration. The Parties further agree that if they cannot agree on an arbitrator within seven (7) days of the unsuccessful conclusion of reopened negotiations within this section, then each party provide the name of one arbitrator to the other party, and those two named arbitrators shall select an arbitrator to hear the matter. Additionally, either party shall be allowed to seek injunctive relief to maintain the status quo under the existing HCA during the amendment negotiation period or arbitration period.

4. Real Estate Taxes. At all times during the Term of this Agreement, real estate taxes for the property at which the Dispensary is operated will be paid either directly by Hampden Care or by its landlord, and Hampden Care will not seek a non-profit exemption from paying such taxes.
5. Term and Termination.
 - (a) The Term of this Agreement shall commence on the date DPH issues a final Certificate of Registration to Hampden Care to operate an RMD in Springfield and shall remain in effect until DPH revokes Hampden Care's Certificate of Registration to operate an RMD in Springfield, unless sooner terminated pursuant to section 5 (b) of this Agreement.
 - (b) Hampden Care may terminate this Agreement upon the permanent cessation of all RMD business at the Dispensary and within the City of Springfield by Hampden Care and/or any of its heirs, successors, assigns, agents, affiliates or subsidiaries.

FINAL DRAFT

6. Job Creation and Hiring. Within eighteen months (18) of the execution of this Agreement, Hampden Care shall have created approximately 15 new full time jobs in the City of Springfield at the Dispensary, with competitive wages, benefits, and professional development opportunities. Failure of Hampden Care to substantially comply with this provision shall result in Hampden Care making an additional annual donation of one hundred thousand dollars (\$100,000) to the City of Springfield, payable on or before December 31 of each year of this Agreement, until such time as Hampden Care is in compliance with this provision. Additionally, Hampden Care shall make best efforts to hire and give preference in hiring to Springfield residents for full time employment at the Dispensary.
7. Good Neighbor Agreement and Charitable Donations. Hampden Care intends to engage the East Springfield Neighborhood Council and the Indian Orchard Neighborhood Council in discussions relative to negotiating a Good Neighbor Agreement with those organizations, and also intends to make charitable donations in Springfield as it determines from time to time, to improve the safety, health and welfare of the community. Towards this end, it is initially contemplated that Hampden Care will be donating to Springfield Public Schools and the City of Springfield Department of Health and Human Services to further opiate addiction awareness and education.
8. Annual Meeting of the Parties. The City of Springfield shall send a Notice no later than December 15th of each year of the proposed date and time of an annual meeting to the individual representing the City of Springfield and to that individual who is designated to receive Notices by Hampden Care.

Hampden Care:

With a copy to:

City:

Chief Development Officer
 Office of Planning &
 Economic Development
 City of Springfield
 70 Tapley Street
 Springfield, MA 01104

With a copy to:

Office of the City Solicitor
 36 Court Street
 Springfield, MA 01104

The Parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned.

FINAL DRAFT

9. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.
10. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
11. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.
12. Governing Law and Exclusive Venue. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and that a court of competent jurisdiction in Springfield, Hampden County shall be the exclusive venue for any legal proceedings that may arise from this Agreement.
13. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.
14. Prohibition Against Assignment. The Parties shall be prohibited at all times from Assigning, in whole or in part, any portion of this Agreement without the written consent of the other party.

In Witness Whereof, Hampden Care and the City have executed this Host Community Agreement as of the date the same is finally signed by all parties listed below.

HAMPDEN CARE FACILITY, INC.

CITY OF SPRINGFIELD

By: _____

By: _____

Title:

Director, Department of Health and
Human Services

Approved as to Appropriation:

Approved as to Form:

City Comptroller

City Solicitor

FINAL DRAFT

Approved:

Approved:

Chief Procurement Officer_____
Chief Administrative and Financial Officer

APPROVED:

Domenic J. Sarno, Mayor

Date:_____

AMENDED FINAL DRAFT

**HOST COMMUNITY AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
AND
HAMPDEN CARE FACILITIES, INC.**

This **HOST COMMUNITY AGREEMENT** made on this ____ day of ____, 2016 by and between the **City of Springfield**, a municipal corporation existing within the Commonwealth of Massachusetts, acting by and through its Chief Development Officer, with the approval of its Mayor, hereinafter referred to as the "**City**", and **Hampden Care Facilities, Inc.**, a Massachusetts non-profit corporation, with a usual place of business located at _____, Springfield, Massachusetts 01104, hereinafter referred to as "**Hampden Care**". The City and Hampden Care shall be collectively known herein as "the Parties".

Witnesseth That:

WHEREAS, in accordance with all applicable Massachusetts laws and regulations, the City has conducted a two-phased RFP/Q solicitation process for Medical Marijuana Treatment Center proposals in Springfield;

WHEREAS, Hampden Care has been incorporated under Chapter 180 of the Massachusetts General Laws to provide marijuana for medical use to patients of Hampden Care, and desires to establish and operate a marijuana for medical use retail dispensary in Springfield located at 506 Cottage Street (the "Dispensary"); and

WHEREAS, the Massachusetts Department of Public Health ("DPH") has informed Hampden Care that it is being reviewed as a provisional licensee to operate a Registered Marijuana Dispensary ("RMD") , and upon receipt of a final Certificate of Registration to operate an RMD from DPH, Hampden Care will have the legal authority to operate its Dispensary; and

WHEREAS, at the conclusion of Phase II (RFP/Q No. 16-090) of the City's solicitation process, the City selected Hampden Care as the highest ranked proposal; and

WHEREAS, Hampden Care desires to support community initiatives and interests in Springfield to express its appreciation for the community support it has received to operate an RMD in Springfield; and

WHEREAS, Hampden Care desires to mitigate any actual or potential adverse community impacts and to improve the security and health of the people of Springfield; and

WHEREAS, the City and Hampden Care enter into this Host Community Agreement to memorialize the terms of Hampden Care's support of community initiatives and interests in Springfield and Hampden Care's commitment to mitigate actual or potential adverse community impacts; and

NOW, THEREFORE, for the consideration set forth herein, the Parties hereto mutually agree as follows:

AMENDED FINAL DRAFT

1. The preamble set forth above, the City's Phase I and Phase II RFP/Q Solicitations, and Hampden Care's proposals in response to the City's Phase I and Phase II RFP/Q Solicitations are hereby incorporated and made part of this Agreement.
2. Host Community Donations. Based on Hampden Care receiving a final Certificate of Registration to operate an RMD in Springfield, during the term of this Agreement (as defined in Section 5), Hampden Care shall make the following Host Community Donations to the City as follows:
 - (a) Calendar Year 2016 – As Hampden Care will not be operational in 2016 but, rather, will be involved in obtaining necessary licenses and permits and then completing the build-out, there will be nothing paid to the City of Springfield.
 - (b) Calendar Year 2017 – On or before December 31, 2018, Hampden Care shall donate three percent (3%) of gross revenue of the Dispensary for Calendar Year 2017 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (c) Calendar Year 2018 – On or before February 1, 2019, Hampden Care shall donate four percent (4%) of gross revenue of the Dispensary for Calendar Year 2018 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (d) Calendar Year 2019 – On or before February 1, 2020, Hampden Care shall donate five percent (5%) of gross revenue of the Dispensary for Calendar Year 2019 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (e) Calendar Year 2020 – On or before February 1, 2021, Hampden Care shall donate five percent (5%) of gross revenue of the Dispensary for Calendar Year 2020 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (f) Calendar Year 2021 – On or before December 31, 2022, Hampden Care shall donate five percent (5%) of gross revenue of the Dispensary for Calendar Year 2021 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (g) Calendar Year 2022 – On or before December 31, 2023, Hampden Care shall donate six percent (6%) of gross revenue of the Dispensary for Calendar Year 2022 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (h) Calendar Year 2023 – On or before December 31, 2024, Hampden Care shall donate six percent (6%) of gross revenue of the Dispensary for Calendar Year 2023 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (i) Calendar Year 2024 – On or before December 31, 2025, Hampden Care shall donate six percent (6%) of gross revenue of the Dispensary for Calendar Year 2024 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (j) Calendar Year 2025 – On or before December 31, 2026, Hampden Care shall donate seven percent (7%) of gross revenue of the Dispensary for Calendar Year 2025 to the City, and shall donate \$50,000 directly to the Springfield Police Department.
 - (k) Calendar Year 2026 and each succeeding Calendar Year – On or before December 31, 2027, Hampden Care shall donate seven percent (7%) of gross revenue of the Dispensary for Calendar Year 2026 to the City, and shall donate \$50,000 directly to the Springfield Police Department, and on February 1st of each succeeding year thereafter, Hampden Care shall donate seven percent (7%) of gross revenue of the Dispensary for the prior Calendar Year to the City, and shall donate \$50,000 directly to the Springfield Police Department.

Host Community Donations shall be made payable to the City as directed by the Mayor or his delegate.

AMENDED FINAL DRAFT

The City agrees that it shall not issue a letter of support or non-opposition to another firm seeking to obtain a license for a medical marijuana dispensary in Springfield for a period of ten (10) years commencing in the year 2017, subject to re-opening negotiations as indicated in Section 3 of this Agreement.

3. Cause for Reopening Host Community Agreement Negotiations. In the event that either (1) the Mayor of Springfield determines that another municipality in the four Western Counties of the Commonwealth of Massachusetts (Berkshire, Franklin, Hampden and Hampshire) has entered into a host community agreement with an RMD developer that contains financial terms that are superior to what Hampden Care agrees to provide to the City pursuant to this Agreement (taking into consideration an RMD that is similar in size, scope, production and patient sales to the Dispensary), or (2) the sale of marijuana becomes legalized in the Commonwealth of Massachusetts for recreational sale and use and Springfield's zoning laws permit Hampden Care to sell marijuana for recreational use at its Springfield Dispensary location and Hampden Care obtains a special permit, if so required by Springfield's then current zoning ordinances, to sell marijuana for recreational use, or (3) the Mayor of Springfield determines the actual impacts of the Dispensary on the community are not adequately addressed through the terms of the HCA, or (4) If RMD gross sales are less than or equal to \$3 million in any fiscal year after December 31, 2019, then the Parties will immediately reopen negotiations and negotiate an amendment to this Agreement that fully addresses the underlying cause for renegotiation.

In the event that the parties reopen negotiations under this section and are unable to successfully negotiate an amendment within 90 days, the parties agree to immediately submit the matter to arbitration. The Parties further agree that if they cannot agree on an arbitrator within seven (7) days of the unsuccessful conclusion of reopened negotiations within this section, then each party provide the name of one arbitrator to the other party, and those two named arbitrators shall select an arbitrator to hear the matter. Additionally, either party shall be allowed to seek injunctive relief to maintain the status quo under the existing HCA during the amendment negotiation period or arbitration period.

4. Real Estate Taxes. At all times during the Term of this Agreement, real estate taxes for the property at which the Dispensary is operated will be paid either directly by Hampden Care or by its landlord, and Hampden Care will not seek a non-profit exemption from paying such taxes.
5. Term and Termination.
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 - (b) Hampden Care may terminate this Agreement upon the permanent cessation of all RMD business at the Dispensary and within the City of Springfield by Hampden Care and/or any of its heirs, successors, assigns, agents, affiliates or subsidiaries.

AMENDED FINAL DRAFT

6. Job Creation and Hiring. Within eighteen months (18) of the execution of this Agreement, Hampden Care shall have created approximately 15 new full time jobs in the City of Springfield at the Dispensary, with competitive wages, benefits, and professional development opportunities. Failure of Hampden Care to substantially comply with this provision shall result in Hampden Care making an additional annual donation of one hundred thousand dollars (\$100,000) to the City of Springfield, payable on or before December 31 of each year of this Agreement, until such time as Hampden Care is in compliance with this provision. Additionally, thirty-three (33%) percent of full-time employees of Hampden Care at the Dispensary shall be Springfield residents.
7. Good Neighbor Agreement and Charitable Donations. Hampden Care intends to engage the East Springfield Neighborhood Council and the Indian Orchard Neighborhood Council in discussions relative to negotiating a Good Neighbor Agreement with those organizations, and also intends to make charitable donations in Springfield as it determines from time to time, to improve the safety, health and welfare of the community. Towards this end, it is initially contemplated that Hampden Care will be donating to Springfield Public Schools and the City of Springfield Department of Health and Human Services to further opiate addiction awareness and education.
8. Annual Meeting of the Parties. The City of Springfield shall send a Notice no later than December 15th of each year of the proposed date and time of an annual meeting to the individual representing the City of Springfield and to that individual who is designated to receive Notices by Hampden Care.

Hampden Care:

With a copy to:

City:

Chief Development Officer
 Office of Planning &
 Economic Development
 City of Springfield
 70 Tapley Street
 Springfield, MA 01104

With a copy to:

Office of the City Solicitor
 36 Court Street
 Springfield, MA 01104

The Parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned.

AMENDED FINAL DRAFT

9. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.
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14. Prohibition Against Assignment. The Parties shall be prohibited at all times from Assigning, in whole or in part, any portion of this Agreement without the written consent of the other party.
15. Minority Hiring. Hampden Care agrees that thirty eight (38%) percent of its full time employees at the Dispensary will be minorities, as that term is defined in the Code of Massachusetts Regulations, 425 CMR 2.00.
16. Progress Report. In the first quarter of 2018, Hampden Care shall appear before the City Council to report on its compliance with the provisions of this Agreement.

In Witness Whereof, Hampden Care and the City have executed this Host Community Agreement as of the date the same is finally signed by all parties listed below.

HAMPDEN CARE FACILITIES, INC.

CITY OF SPRINGFIELD

By: _____

By: _____

Title:

Director, Department of Health and
Human Services

AMENDED FINAL DRAFT

Approved as to Appropriation:

Approved as to Form:

City Comptroller_____
City Solicitor

Approved:

Approved:

Chief Procurement Officer_____
Chief Administrative and Financial Officer**APPROVED:**_____
Domenic J. Sarno, Mayor

Date: _____



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3614)

Meeting: 08/15/16 07:00 PM
Department: City Clerk
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3614

Petition to Keep, Store, Use and Sell Petroleum

See Attached

RESULT: PASSED BY VOICE VOTE

Springfield Fire Department - Headquarters
605 Worthington Street
Springfield, MA 01105-1112
413-750-2444 (office) / 413-787-6411 (Main)
413-787-6432 (FAX)

Joseph A. Conant
Commissioner

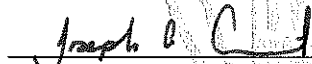
June 13, 2016

To: CITY COUNCIL

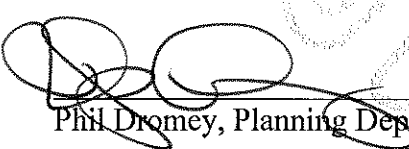
License to keep, store, sell and use petroleum and its products in quantities not exceeding 10,000 gallons in underground tank(s)(new) at 658 Berkshire Ave., per attached list:

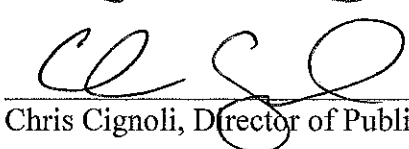
Application is outlined above:

Investigated by Joseph A. Conant, Commissioner
Steven Desilets, Building Commissioner
Phil Dromey, Planning Department
Chris Cignoli, Director of Public Works


Joseph A. Conant, Commissioner


Steven Desilets, Building Commissioner


Phil Dromey, Planning Department


Chris Cignoli, Director of Public Works

RECEIVED

JUN 16 2016

BUILDING DIVISION
SPRINGFIELD, MA 01104

CITY OF SPRINGFIELD

City Clerk's Office, Springfield, Massachusetts

TO THE CITY COUNCIL OF THE CITY OF SPRINGFIELD:Date 5-25-16

The undersigned respectfully petition your honorable body for a license to keep, store, use and sell petroleum and its products in quantities not exceeding 10,000 Gallons

in UNDERGROUND (NEW)
(Underground or Aboveground) New or Existing

Location of Land: 658 Berkshire Ave
Springfield, MA 01109 (Number & Street)

Nearest Cross Street: Cottage Street

Owner of Land: Berkshire Asphalt Co. Address: 658 Berkshire Avenue
Springfield, MA 01109

Number of Buildings or Other Structures to Which this Application Applies:

1 Building

Occupancy or Use of Such Buildings:

Asphalt Production

Total Current Capacity of Tanks: ABOVEGROUND: UNDERGROUND: 9,000 gallons

Kind of Fluid to be Stored in Tanks:

#2 Heating Oil

Patrick Gleason
Signature of Applicant

Address

Approved--Disapproved

Date

ATTN: PATRICK GLEASON.

Chief of Fire Department

Filling Fee: \$ 250.00

Adv Fee: \$ 100.00

Annual Fee \$ 44.00

Total: \$ 394.00 PL

CHK# 17852

RECEIVED

JUN 1 6 2016

BUILDING DIVISION
SPRINGFIELD, MA 01104

Packet Pg. 29

Attachment: 658 berkshire petro (3614 : Petition to Keep, Store, Use and Sell Petroleum at 658 Berkshire Ave)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 08/15/16 07:00 PM
Department: Economic Development
Category: Special Permit
Prepared By: Phil Dromey
Initiator: Phil Dromey
Sponsors:
DOC ID: 3571

TABLED

PETITION (ID # 3571)

**For a Special Permit Motor Vehicle Rentals at the Properties
Known as 117 Spring Street (A.K.A. 121) (11040-00787), ES
Pearle Street (09585-0110), ES Spring Street (11040-0079) and
ES Spring Street (11040-0081) as Allowed by M.G.L. and the
Springfield Zoning Ordinance, Article 4, Table 4-4, Section
12.2 and M.G.L.**

Request:	See Above
Owner:	One Twenty One Spring Street, LLC
By:	Darryl Schwartz
Petitioner:	Eduardo Infante
By:	Eduardo Infante

RESULT: LAY ON TABLE

Next: 9/27/2016 7:00 PM

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

for a special permit motor vehicle rentals at the properties known as 117 Spring Street (a.k.a. 121) (11040-00787), ES Pearle Street (09585-0110), ES Spring Street (11040-0079) and ES Spring Street (11040-0081) as allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 12.2 and M.G.L.

Mailing Address:

665 Washington Street
 Boston, MA 02111

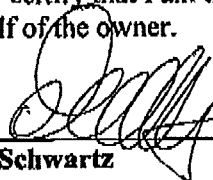
Mailing Address:

222 Pheasant Drive
 Springfield, MA 01119

Owner:

One Twenty One Spring Street, LLC

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

BY: 
 Darryl Schwartz

Petitioner:

Eduardo Infante

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

By: 
 Eduardo Infante

Attachment: 117_Spring_St_Tax_Form (3571 : 117 (A.K.A. 121) Spring Street)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

3/4/2016

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: 175 CHESTNUT ST (027500516)

Petitioner: TYRE TRAK AUTOMOTIVE, INC.

Landlord: ELEANOR CHESTNUT REALTY, LLC

A handwritten signature in black ink, reading "Stephen J. Loneragan", is written over a horizontal line.

Stephen J. Loneragan: Treasurer/Collector

Attachment: 117_Spring_St_Tax_Formal (3571 : 117 (A.K.A. 121) Spring Street)

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

**117 (A.K.A. 121) SPRING STREET (11040-0078)
MOTOR VEHICLE RENTAL (U-HAUL)**

General Information

Petitioner:	Eduardo Infante
Request:	For a special permit for motor vehicle rentals (U-Haul).
Proposed use of the property:	Retail operation
Parcel Size:	16,609 s.f.
Compatibility with current planning documents:	The Downtown Master Plan does not show any changes to this area.
Neighborhood council notification:	Armoury Quadrangle Civic Association: 7-21-16
Tax Status:	SEE ATTACHED
Site Visit:	7-28-16
Hearing Date:	8-15-16

Staff Analysis

Neighborhood characteristics:

The parcel is currently zoned Business A and is located in an area that has a mix of commercial and residential uses. The surrounding land uses include:

- To the north is an apartment building zoned Business A.
- To the south is an apartment building zoned Residence C.
- To the west is Armoury Commons Park zoned Open Space.
- To the east is an apartment building zoned Residence C.

Site plan review:

The petitioner has requested a special permit for motor vehicle rentals at the property known as 117 Spring Street, ES Spring Street and ES Pearl Street. This is the current location of the Plaza Supermarket. The proposed special permit would allow for the rental of U-Haul vehicles.

After visiting the site, the staff does not object to the proposed use. The petitioner has indicated that there would only be two (2) vehicles stored on the property and those vehicles would be parked within the existing parking lot. It does appear to the staff that this parking area can accommodate the parking needs for the existing retail use as well as the two (2) rental vehicles.

The only concern that the staff has is with regards to where the proposed U-Haul trucks are being stored. As noted above, this site directly abuts an apartment building to the south. If approved, the staff would recommend that these larger vehicles not be allowed to be parked up against the apartment building so as to not block the windows of the first floor tenants.



Recommendation

Approve, with conditions.

Recommended Conditions

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for motor vehicle rentals at the property known as 117 (a.k.a. 121) Spring Street (11040-0078), ES Spring Street (11040-0079/0081) and ES Pearl Street (09585-0110).
3. The use shall be developed in accordance to the attached site plan with the addition of condition #4 through #9.
4. There shall be no more than two (2) rental vehicles stored on the site at any one time.
5. The rental vehicles shall not be parked up against the adjacent apartment building located at 103 Spring Street.
6. The site shall be maintained free of all litter, trash and debris.
7. Any and all dumpsters shall be completely enclosed.
8. The public sidewalks along Spring Street and Pearl Street shall be maintained, including snow removal.
9. Any and all signage shall be properly permitted.
10. 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

3/4/2016

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: 175 CHESTNUT ST (027500516)

Petitioner: TYRE TRAK AUTOMOTIVE, INC.

Landlord: ELEANOR CHESTNUT REALTY, LLC

Stephen J. Loneragan: Treasurer/Collector

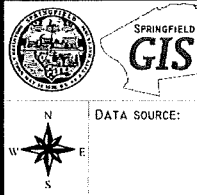
Attachment: Spring_St_117_2106 (3571 : 117 (A.K.A. 121) Spring Street)

Proposed Location

Pearl St

Spring St

Byers St



City of Springfield, Massachusetts

DATA SOURCE:

117 Spring Street

Attachment: Spring_St_117_2106 (3571 : 117 (A.K.A. 121) Spring Street)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 08/15/16 07:00 PM
Department: Economic Development
Category: Special Permit
Prepared By: Phil Dromey
Initiator: Phil Dromey
Sponsors:
DOC ID: 3608

ADOPTED

PETITION (ID # 3608)

**For a Special Permit to Operate a Drive-Up Service Window
at the Property Known as 660 Liberty Street (07770-0155), as
Allowed by M.G.L. and the Springfield Zoning Ordinance,
Article 4, Table 4-4, Section 19.1.3.**

Request: See Above
Owner: Archland Property, LLC
By: David M. Ledy, Secretary
Petitioner: Archland Property, LLC
By: David M. Ledy, Secretary

RESULT: **ADOPTED [11 TO 0]**
AYES: Hurst, Shea, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards,
Walsh, Fenton
ABSENT: E. Henry Twiggs, Timothy J. Rooke

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

for a special permit to operate a drive-up service window at the property known as 660 Liberty Street (07770-0155), as allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 19.1.3.

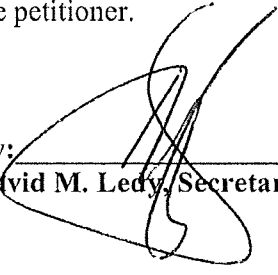
Mailing Address:

PO Box 182571
Columbus, OH 43218

Owner & Petitioner:

Archland Property, LLC

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

By: 

David M. Ledy, Secretary

Attachment: 660_Liberty_St_Tax_Formal (3608 : 660 Liberty Street)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

07/08/2016

**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 : 660 LIBERTY STREET
Petitioner: ARCHLAND PROPERTY LLC C/O DAVID M. LEDY
LandLord: ARCHLAND PROPERTY LLC C/O DAVID M. LEDY

A handwritten signature in cursive script, appearing to read "Stephen J. Loneragan", is written over a horizontal line.

Stephen J. Loneragan: Treasurer/Collector

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

**660 LIBERTY STREET (07770-0155)
DRIVE-UP SERVICE WINDOW**

General Information

Petitioner:	McDonald's Corporation
Request:	Drive-up Service Window
Proposed use of the property:	Fast food restaurant
Size:	51,035 s.f.
Compatibility with current planning documents:	The Liberty Heights Neighborhood Plan shows no changes to this area.
Neighborhood council notification:	Hungry Hill Neighborhood Council: 7-21-16
Tax Status:	SEE ATTACHED
Site Visit:	7-28-16
City Council Hearing:	8-15-16

Staff Analysis

Neighborhood characteristics:

The property is currently zoned Business A and is located in an area that has a mix of commercial and residential uses. The surrounding land uses include:

To the north are residences, an office building and a gas station zoned Residence B, Business B and Business A.

To the south is the State Police Barracks.

To the east are a supermarket and fast food restaurant zoned Business A.

To the west are commercial uses zoned Business A.

Site plan review:

The petitioner has requested a special permit to operate a drive-up service window at the property known as 660 Liberty. This is the site of a McDonald's Fast Food Restaurant. There is currently an existing drive-up service window at this location that was originally approved back in 2001.

As was stated above, the site is a McDonald's fast food restaurant with a drive-up service window. The petitioner has submitted plans indicating that a second drive-up ordering station will now be installed. It should be noted that these same plans were submitted and approved back in 2012, however, the project never moved forward. As such, that approval has since expired. It should also be noted that this special permit was

also amended in 2014 to change the hours of operations.

Overall, the staff does not object to the proposed request. After reviewing the submitted site plans and visiting the site, the design of the drive-up service window and parking layout does not significantly differ from the existing layout, however, with the installation of the second ordering station, the rear parking will need to be moved closer to the rear lot line. The existing building will also be receiving an updated façade similar to other McDonald's found on Page Boulevard and Boston Road.



As was noted by the staff when the plans were approved back in 2012, with regards to the relocated parking, the plans submitted indicated that the required seven (7) foot buffer will remain; however, the plans do not show what type of plantings will be installed. If approved, it would be the staff recommendation that this buffer be planted with arborvitae shrubs to provide the maximum screening for the residential abutters.

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 drive-up service window at the property known as 660 Liberty Street (07770-0155).
3. The use shall be developed as per the attached site plans and elevations, dated May 18, 2012, with the addition of conditions #4 through #12.
4. All conditions placed on the original special permit(s), granted April 18, 2001 and amended in March 2014, shall remain in effect with the exception of the change in the site plans as noted in condition #3.
5. The rear buffer along the residential abutters shall be planted with arborvitae shrubs, planted three (3) feet on center and three (3) feet in height at the time of planting.
6. There shall be no "running messages" or "flashing messages" allowed on the ground sign.
7. There shall be no additional advertising material located on any directional signage or light poles.
8. The site shall be maintained free of all weeds and trash and debris.
9. All landscaped areas, including the public tree belt shall be maintained by the petitioner. This includes the removal of snow from the public sidewalks.
10. The dumpster(s) shall be completely enclosed.
11. There shall be no banner, streamers or other promotional materials placed in outside areas.
12. There shall be no non-accessory signs located on the property.
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

07/08/2016

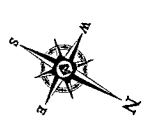
Special Permit Tax Certification

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 : 660 LIBERTY STREET
Petitioner: ARCHLAND PROPERTY LLC C/O DAVID M. LEDY
LandLord: ARCHLAND PROPERTY LLC C/O DAVID M. LEDY

Stephen J. Loneragan: Treasurer/Collector

Attachment: Liberty_St_660_2016 (3608 : 660 Liberty Street)



THIS PLAN TO BE UTILIZED FOR
DEMOLITION/REMOVAL
PURPOSES ONLY

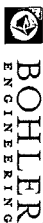
PLAN APPROVALS		
	SIGNATURE	DATE
DIS AGENT		

[illegible]



LIBERTY STREET

THIS PLAN TO BE UTILIZED FOR SITE
LAYOUT PURPOSES ONLY

[illegible]

CONTRACTOR: _____ DATE: _____
PROJECT No: W122008
CAD L.D.# W122008acd.dwg

TOWN	STATE
SPRINGFIELD	MASSACHUSETTS
COUNTY	
HAMPDEN	
REGIONAL DWG. NO.	PLAN DESCRIPTION
020-1109	SITE PLAN

STATUS	DATE	BY
DRAWN BY:	02/18/12	EGG
PLAN CHECKED		JAN
AS-BUILT		

SHEET NO. **C-4**

OF 8

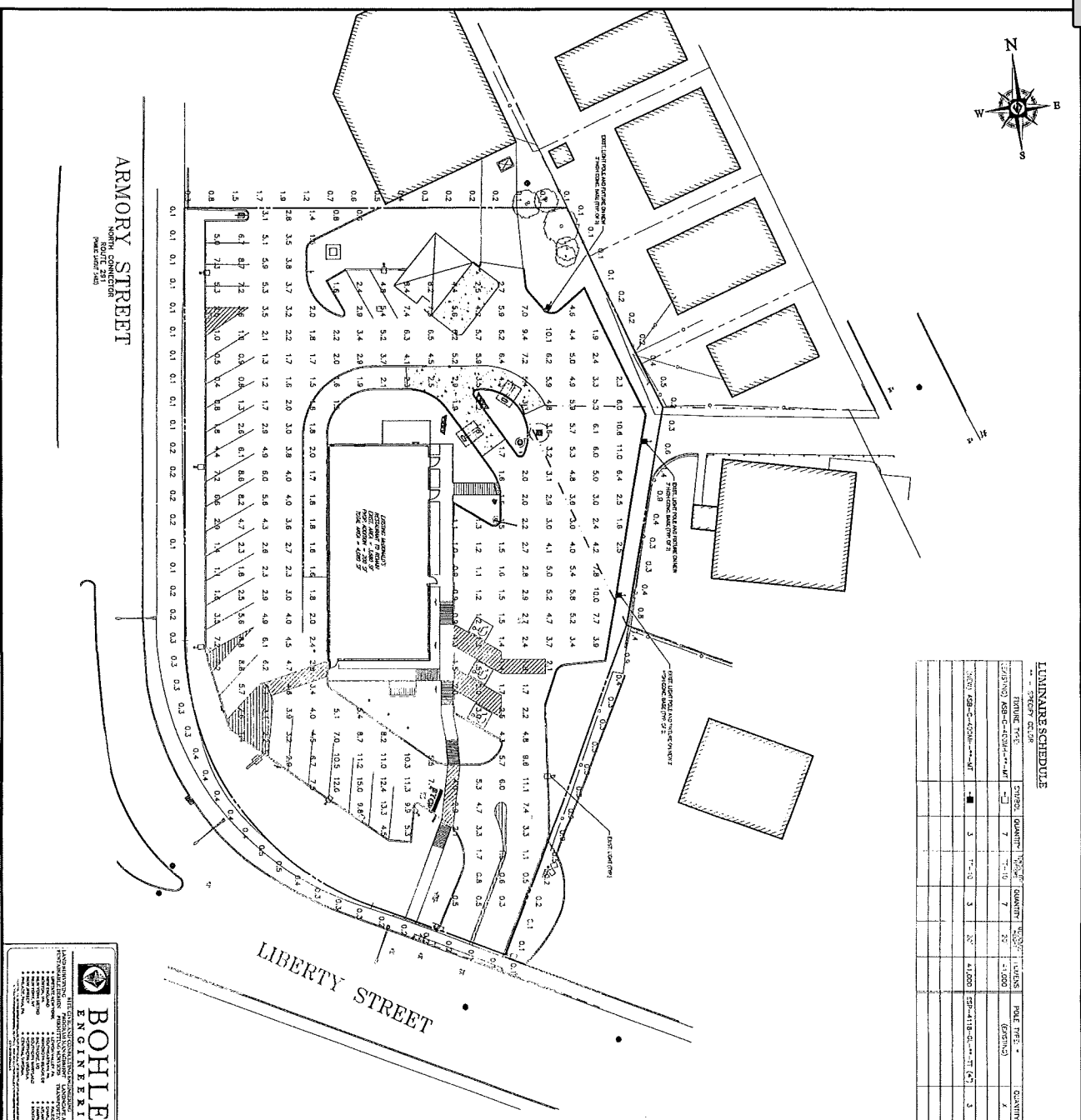
McDonald's

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF MCDONALD'S CORPORATION

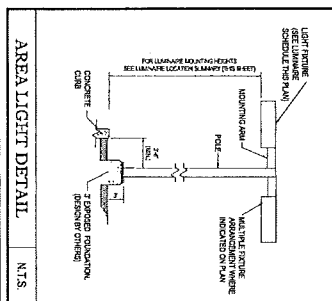
OFFICE	NORTHEAST REGION
ADDRESS	600 CANTON STREET

[illegible][illegible][illegible]



[illegible]

1. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
2. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
3. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
4. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
5. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
6. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
7. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
8. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
9. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.
10. The Board of Directors has authorized the President and the Treasurer to execute any and all contracts, leases, and other instruments that may be necessary or advisable in the conduct of the business of the Corporation.

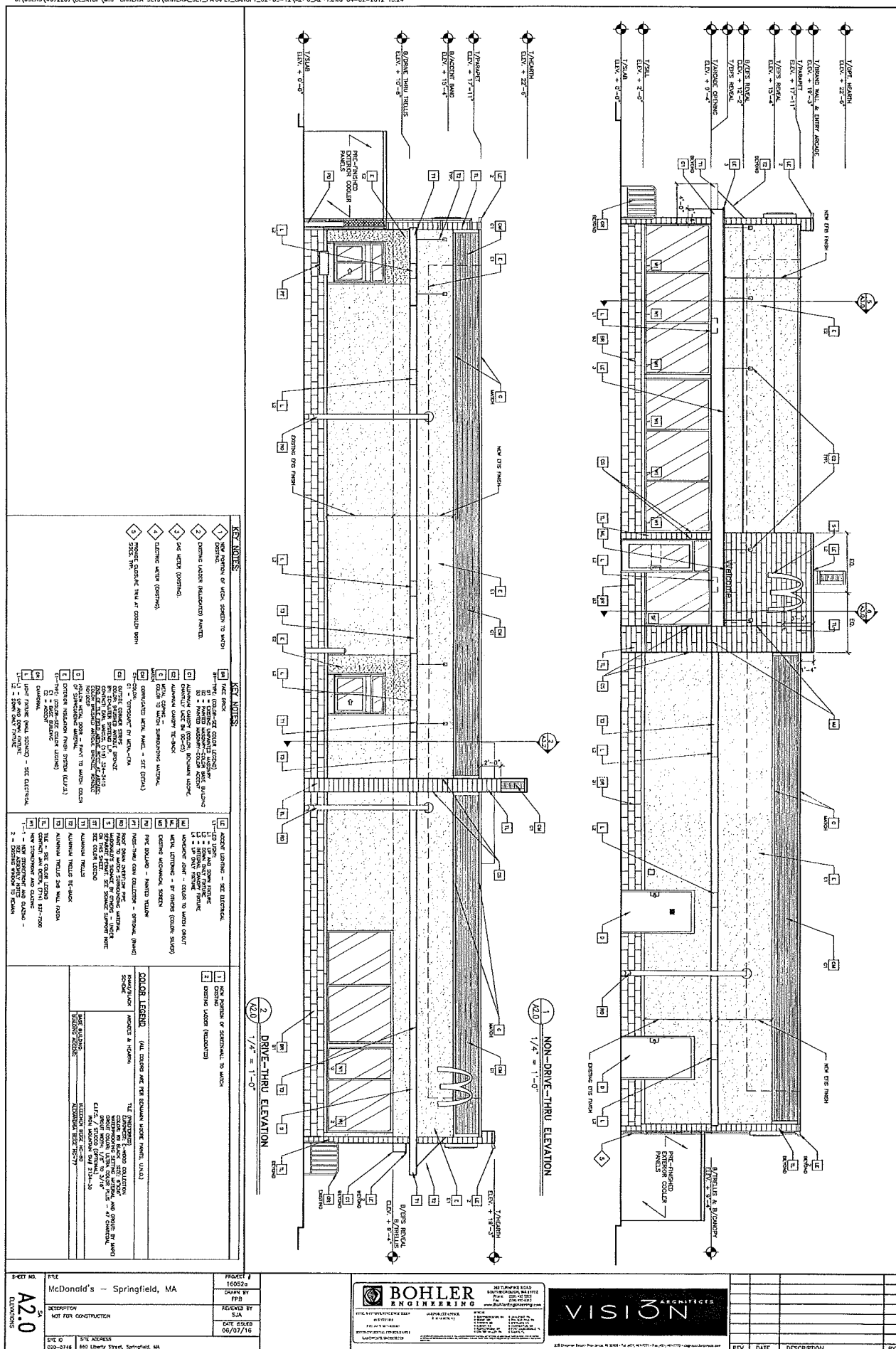


THIS PLAN TO BE UTILIZED FOR
LIGHTING PURPOSES ONLY

 BOHLER™ ENGINEERING 1111 DALLAS STREET, SUITE 200, KANSAS CITY, MO 64108 TEL: 816/234-2200 FAX: 816/234-2201 1000 WEST 12TH AVENUE, SUITE 100, DENVER, CO 80202 TEL: 303/733-0000 FAX: 303/733-0001 1000 WEST 12TH AVENUE, SUITE 100, DENVER, CO 80202 TEL: 303/733-0000 FAX: 303/733-0001 1000 WEST 12TH AVENUE, SUITE 100, DENVER, CO 80202 TEL: 303/733-0000 FAX: 303/733-0001 1000 WEST 12TH AVENUE, SUITE 100, DENVER, CO 80202 TEL: 303/733-0000 FAX: 303/733-0001		DRAWING NO. 200-000000-001 PROJECT NO. W25500 C.O.D. 1 W2550000.dwg		6000 LIBERTY STREET SPRINGFIELD MASSACHUSETTS COUNTY HAMDEN PLANT DESCRIPTION LIGHTING PLAN		STATUS DATE DRAWN BY: 50197R P.A. CHECKED JMK AGENCY SHEET NO. C-6 OF 1	
REMOVAL DATE: NO 025-1105							

McDonald's

[illegible]





Proposed Location

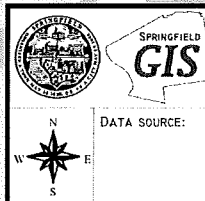
Sullivan St

Liberty St

Stafford St

Armory St

Attachment: Liberty_St_660_2016 (3608 : 660 Liberty Street)



City of Springfield, Massachusetts

DATA SOURCE:

660 Liberty Street



City Council
36 Court Street
Springfield, MA 01103

Meeting: 08/15/16 07:00 PM
Department: Economic Development
Category: Special Permit
Prepared By: Phil Dromey
Initiator: Phil Dromey
Sponsors:
DOC ID: 3609

ADOPTED

PETITION (ID # 3609)

To Amend an Existing Special Permit (Non-Conforming Structure), Granted May 23, 2016, by Allowing a Change in the Approved Plan, at the Property Known as 437 Bay Street (01085-0371), as Allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.42.

Request: See Above
Owner: All Nations Church of God
By: Doyle St. Louis
Petitioner: Better Homes Properties, LLC
By: Thomas P. Kegelman

RESULT: **ADOPTED [9 TO 0]**
AYES: Hurst, Shea, Allen, Williams, Ramos, Williams, Ashe, Edwards, Walsh
ABSENT: E. Henry Twiggs, Timothy J. Rooke
RECUSED: Adam Gomez, Michael A. Fenton

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

to amend an existing special permit (non-conforming structure), granted May 23, 2016, by allowing a change in the approved plan, at the property known as 437 Bay Street (01085-0371), as allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.42.

Mailing Address:

PO Box 90248
 Springfield, MA 01139

Owner:

All Nation Church of God

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

BY: 

Doyle St. Louis

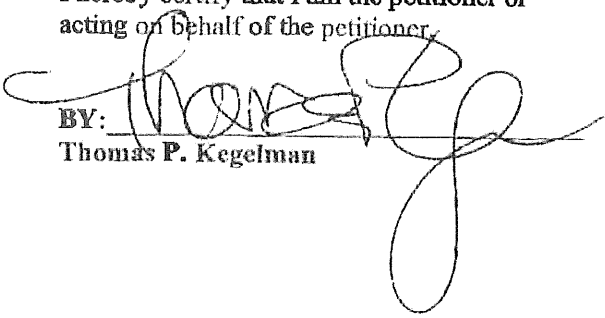
Mailing Address:

5 Northampton Street
 Springfield, MA 01109

Petitioner:

Better Homes Properties, LLC

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

BY: 

Thomas P. Kegelman

Attachment: 437_Bay_St_Tax_Formal (3609 : 437 Bay Street)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

07/08/2016

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 : 437 BAY STREET
Petitioner: BETTER HOMES PROPERTIES, LLC
LandLord: ALL NATION CHURCH OF GOD

Stephen J. Loneragan: Treasurer/Collector

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

**437 BAY STREET (01085-0371)
AMEND AN EXISTING SPECIAL PERMIT
(RE-ESTABLISH A PRE-EXISTING, NON-CONFORMING STRUCTURE)**

General Information

Petitioner:	Better Homes Properties, LLC
Request:	Amend an existing special permit, granted May 23, 2016, by allowing a change to the approved plan.
Proposed use of the property:	Office
Parcel Size:	18,206 s.f.
Compatibility with current planning documents:	The Bay Neighborhood Plan shows no changes to this area.
Neighborhood council notification:	Bay Area Neighborhood Council: 7-21-16
Tax Status:	SEE ATTACHED
Site Visit:	7-28-16
Hearing Date:	8-15-16

Staff Analysis

Neighborhood characteristics:

The property is located in the Bay neighborhood and is located in an area with primarily residential uses. The surrounding land uses includes:

- To the north is Oak Grove Cemetery zoned Residence B.
- To the south is an apartment complex zoned Residence C.
- To the east are two-family homes zoned Residence B.
- To the west is a two-family home zoned Residence C.

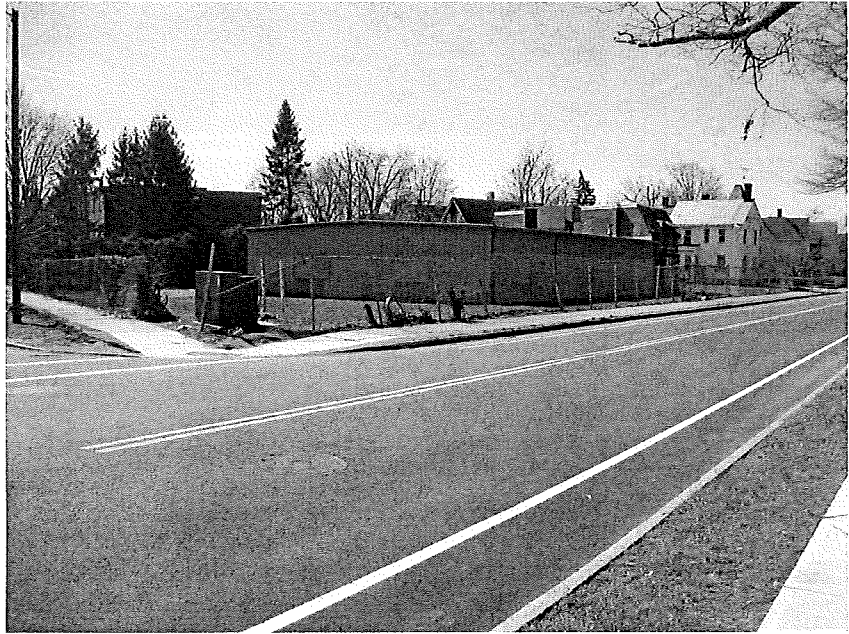
Site plan review:

The petitioner has requested to amend an existing special permit (non-conforming structure), granted May 23, 2016, by allowing a change to the approved plan at the property known as 437 Bay Street. The site has been vacant for a number of years and was previously used as a church and day care center. The petitioner intends to renovate the existing one-story, commercial building and use it for offices.

As noted above, this site recently was approved for a special permit to re-establish a pre-existing, non-conforming structure back in May. At that time, the petitioner submitted a plan showing that the brick portion of the building would be demolished. Due to the fact that state funding is involved in the renovation of this

building, it was required to undergo a review by the Massachusetts Historical Commission (MHC). As a result, a determination was made by MHC that this brick portion of the building had historical significance. As such, this portion of the building must now be retained.

The staff does not object to the proposed change to the approved plans. The staff does not believe that the keeping of this building is a significant change to the overall project. Additionally, as noted in the previous review, due to the fact that this property has been used for a church and day care center in the past, the staff believes that the proposed new use will actually have less of an impact to the abutters than the previous uses. As such, the staff does not believe the proposed amendment to the special permit will have a negative effect on the direct abutters or on the neighborhood as a whole.

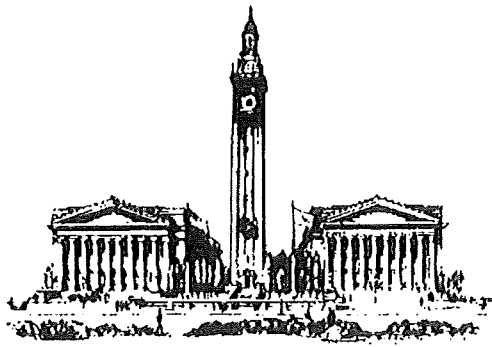


Recommendation

Approve, with conditions.

Recommended Conditions:

1. All conditions listed on the original May 23, 2016 special permit shall remain in effect, except for approved amendment to the existing site plan (see attached).
2. 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

07/08/2016

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 : 437 BAY STREET
Petitioner: BETTER HOMES PROPERTIES, LLC
LandLord: ALL NATION CHURCH OF GOD

Stephen J. Loneragan: Treasurer/Collector

DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCE
CITY OF SPRINGFIELD
MASSACHUSETTS

TO: **DATE:** June 16, 2016

DEPARTMENT: **FROM:** Anthony I Wilson, Esq.

COPIES TO: **DEPARTMENT:** City Clerk

SUBJECT: 437 Bay Street

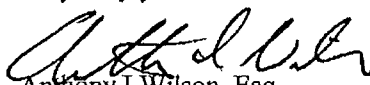
This is to inform you that at a meeting of the City Council held on May 23, 2016 it was voted by the City Council according to law to grant a special permit to Owner: All Nation Church of God By: Doyle St. Louis and Petitioner: Better Homes Properties, LLC By: Thomas P. Kegelman for the re-establishment of a pre-existing, non-conforming structure at the property known as **437 Bay Street** (01085-0371) as allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.42 with the following conditions:

1. This special permit is granted to this petitioner only and to any "affiliate" of Better Homes Properties, LLC defined as a legal entity in which Better Homes Properties, LLC or Better Homes, Inc. has an ownership interest.
2. This special permit is granted for the re-establishment of a pre-existing, non-conforming structure at the property known as 437 Bay Street (01085-0371).
3. The use shall be developed as per the attached site plans and elevations, with the addition of conditions #4 and #11.
4. The use shall be limited to an office use; accessory to the petitioner's real estate management company.
5. There shall be no heavy equipment stored at this location.
6. All landscaping shall be installed as per the attached plans. Landscaping shall include a five (5) wide, landscape buffer along all sides of the property that abut a residential zoning district.
7. The existing chain link fencing along Bay Street and Oak Grove Avenue shall be removed. Any new fencing along Bay Street and/or Oak Grove Avenue shall be limited to four (4) feet in height.
8. All landscaped areas shall be maintained and kept free of all overgrown vegetation, trash, litter or debris.
9. The building shall be maintained graffiti free.
10. The public sidewalks along Bay Street and Oak Grove Avenue shall be maintained, including snow removal.
11. In addition to the special permit approval, a full review by the Department of Public Works, as per the provisions of City Ordinance, Article VIII, §27-29, may be required. This approval, if required, must be obtained prior to the issuance of a Building Permit.
12. 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.

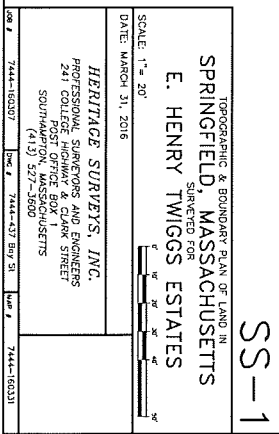
REASONS: (1) The specific site is an appropriate location for such a use, structure, or condition. (2) The use as developed will not adversely affect the neighborhood. (3) Adequate and appropriate facilities will be provided for the proper operation of the proposed use. (4.) To incorporate the Planning Staff Analysis into the decision at the basis of the findings.

This permit becomes effective on June 16, 2016

Very truly yours


Anthony I Wilson, Esq.
City Clerk
AIW/laf

Attachment: Bay_St_437_Amend_2016 (3609 : 437 Bay Street)



THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP AND THE LINES OF STREETS OR WAYS SHOWN ARE THOSE OF THE CITY OF SPRINGFIELD. THE OWNERSHIP IS ESTABLISHED, AND NO NEW LINES OR DIVISIONS HAVE BEEN MADE SINCE THE LAST RECORDED SURVEY. FURTHERMORE, THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS, AND THE SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

DATE REGISTERED LAND SURVEYOR

DATE REGISTERED LAND SURVEYOR

Proposed Location

Bay St

Oak Grove Av

Cambridge St



SPRINGFIELD
GIS

City of Springfield, Massachusetts



DATA SOURCE:

437 Bay Street

Attachment: Bay_St_437_Amend_2016 (3609 : 437 Bay Street)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 08/15/16 07:00 PM
Department: Economic Development
Category: Special Permit
Prepared By: Phil Dromey
Initiator: Phil Dromey
Sponsors:
DOC ID: 3450

TABLED

PETITION (ID # 3450)

For a Special Permit to Renovate and Reopen a Pre-Existing, Non-Conforming Commercial Use (Retail) at the Properties Known as 232 Orange Street (09340-0038) and NS Orange Street (09340-0037) Under Non-Use, as Allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.42.

Request: See Above
Owner: Ana Davila
By: Ana Davila
Petitioner: Erica Nunez
By: Erica Nunez

HISTORY:

04/25/16	City Council	REFER TO COMMITTEE	Next: 05/23/16
05/23/16	City Council	REFER TO COMMITTEE	Next: 06/27/16
06/27/16	City Council	CONTINUE	

RESULT:	LAY ON TABLE	Next: 9/27/2016 7:00 PM
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To The City Council of the City of Springfield:
The undersigned respectfully petition your honorable body

for a special permit to renovate and reopen a pre-existing, non-conforming commercial use (retail) at the properties known as 232 Orange Street (09340-0038) and NS Orange Street (09340-0037) under Non-Use, as allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.42.

Mailing Address:

118-09-83 Avenue, Apt. #2E
 Kewgarden, NY 11415

Owner:

Ana Davila

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

By: Ana Davila
 Ana Davila

Mailing Address:

232 Orange Street, 2nd Floor
 Springfield, MA 01119

Petitioner:

Erica Nunez

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

By: Erica Nunez
 Erica Nunez

Attachment: Orange_St_232_Tax_Formal (3450 : 232 Orange Street)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

3/23/2016

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 : 234 ORANGE STREET

Pettioner : ERICA NUNEZ.

Landlord : ANA DAVILA

Stephen J. Lonergan: Treasurer/Collector

Attachment: Orange_St_232_Tax_Formal (3450 : 232 Orange Street)

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

**232 ORANGE STREET (09340-0038)& NS ORANGE STREET (09340-0037)
NON-USE (RETAIL OPERATION)**

General Information

Petitioner:	Erica Nunez
Request:	For a special permit to renovate and reopen a pre-existing nonconforming retail use.
Proposed use of the property:	The property is a multi-unit residential structure with a ground floor commercial use.
Parcel Size:	8,299 s.f.
Compatibility with current planning documents:	The Forest Park Neighborhood Plan does not show any changes to this area.
Neighborhood council notification:	Forest Park Civic Association: 3-31-16
Tax Status:	SEE ATTACHED
Site Visit:	4-19-16
Hearing Date:	4-25-16

Staff Analysis

Neighborhood characteristics:

The parcel is currently zoned Residence B. This area is predominantly residential.

- To the north is commercial storage building zoned Residence B.
- To the south are a two-family house and multi-use building zoned Residence B.
- To the west is a two-family home zoned Residence B.
- To the east is a three-family house zoned Residence B.

Site plan review:

The petitioner has requested a special permit to renovate and reopen a pre-existing, non-conforming retail use at the properties known as 232 Orange Street and NS Orange Street. This site is located on the corner of Orange Street and Revere Street and is in an area that is primarily residential. A special permit for a similar retail use but a different petitioner had been issued by the City Council in February 2005; however, this special permit was revoked in September 2007 for failing to comply with a number of the conditions placed on the approval. This same petitioner listed above had also applied for a special permit in 2013 but the request was denied by the City Council due to neighborhood opposition.

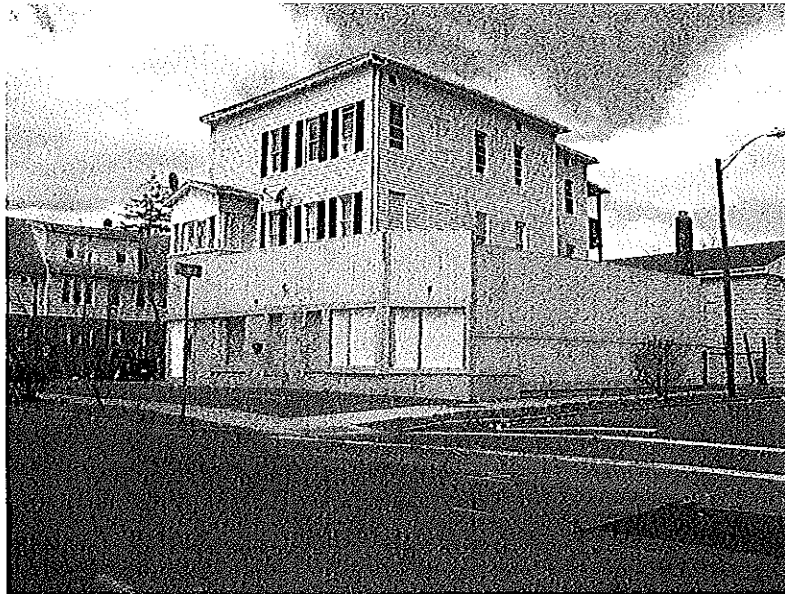
The petitioner has submitted site plans which indicate that a Spanish/American food store will be operated out of the first floor. Residential apartments are located on the second and third floors, however, it is unclear

if these apartments are occupied. It should be noted that there is a second, commonly owned, parcel directly adjacent to this site. This lot will be used for parking for the proposed use. The site plan submitted by the petitioner indicates that there are a total of twelve (12) on-site parking spaces.

After reviewing the submitted plans and visiting the site, the staff does not object to the proposed request. However, due to the history of this site and the close proximity to residential abutters, the proposed use must be developed in a way as not to detract from the surrounding neighborhood. If this special permit is approved, the staff would suggest a number of conditions be placed on the special permit. These conditions would include hours of operation, delivery times and overall site improvements. With regards to the site conditions, the major concern that the staff has is with the existing fence that runs along the side and rear property lines and buffers the direct residential neighbor. This fence is currently in very poor condition and in some areas is actually falling over. The staff would strongly recommend that this fence be replaced with a new six (6) foot stockade fence. The staff would also recommend that all the existing landscaping located along the western property line remain. In addition, the staff also wants to ensure that the existing tree belts are maintained by the petitioner and kept free of all trash and debris.

Further, the petitioner has not indicated where the dumpster will be located. Again, due to the residential abutters, the staff would suggest that the dumpster be located adjacent to the commercial building and up against the northern property line. In addition, the hours in which the dumpster is emptied should be limited and the dumpster should be completely enclosed.

Lastly, the staff would also recommend that this operation not be allowed to be open 24-hours a day. Again, due to the fact that this property is surrounded by residential structures, the hours of operation should be limited.

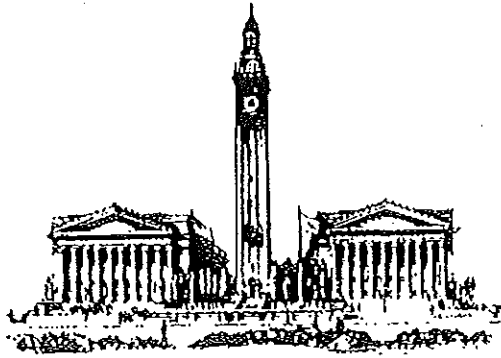


Recommendation

Approve, with conditions.

Recommended Conditions

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for the renovation and reopening of a pre-existing, non-conforming retail use at 232 Orange Street (09340-0038) and NS Orange Street (09340-0037). .
3. The use shall be developed in accordance to the attached site plan with the additions of condition #4 through #18.
4. The hours of operation shall be from 7:00 AM to 9:00 PM, Monday through Sunday.
5. There shall be no deliveries or servicing of the dumpster prior to 7:00 AM.
6. The dumpster shall be located along the northern property line and placed as close to the existing building as possible.
7. The dumpster(s) shall be completely enclosed.
8. The building shall be maintained free of all graffiti.
9. The petitioner shall submit a detailed sign plan to the Office of Planning & Economic Development for review and approval prior to applying for a sign permit. Changing images signs shall be prohibited.
10. There shall no ground sign associated with this use.
11. There shall be no non-accessory signs.
12. There shall be a new, six (6) foot stockade fence installed along the northern and western property lines.
13. The parking lot shall be striped to clearly mark all parking.
14. The site shall be maintained free of all litter, debris and/or weeds.
15. The tree-belts shall be maintained free of all overgrown vegetation, trash and debris.
16. The public sidewalks along Orange Street and Revere Street shall be maintained including snow removal.
17. There shall be no parking customer or employee parking on Orange Street or Revere Street.
18. There shall be no parking in the front of the building or on the public sidewalks.
19. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in enforcement by the Code Enforcement Department punishable by fines of up to \$200 per day for each day a violation exists.



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

3/23/2016

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 : 234 ORANGE STREET
Petitioner : ERICA NUNEZ.
Landlord : ANA DAVILA

A handwritten signature in black ink, appearing to read "Stephen J. Lonergan", is written over a horizontal line.

Stephen J. Lonergan: Treasurer/Collector

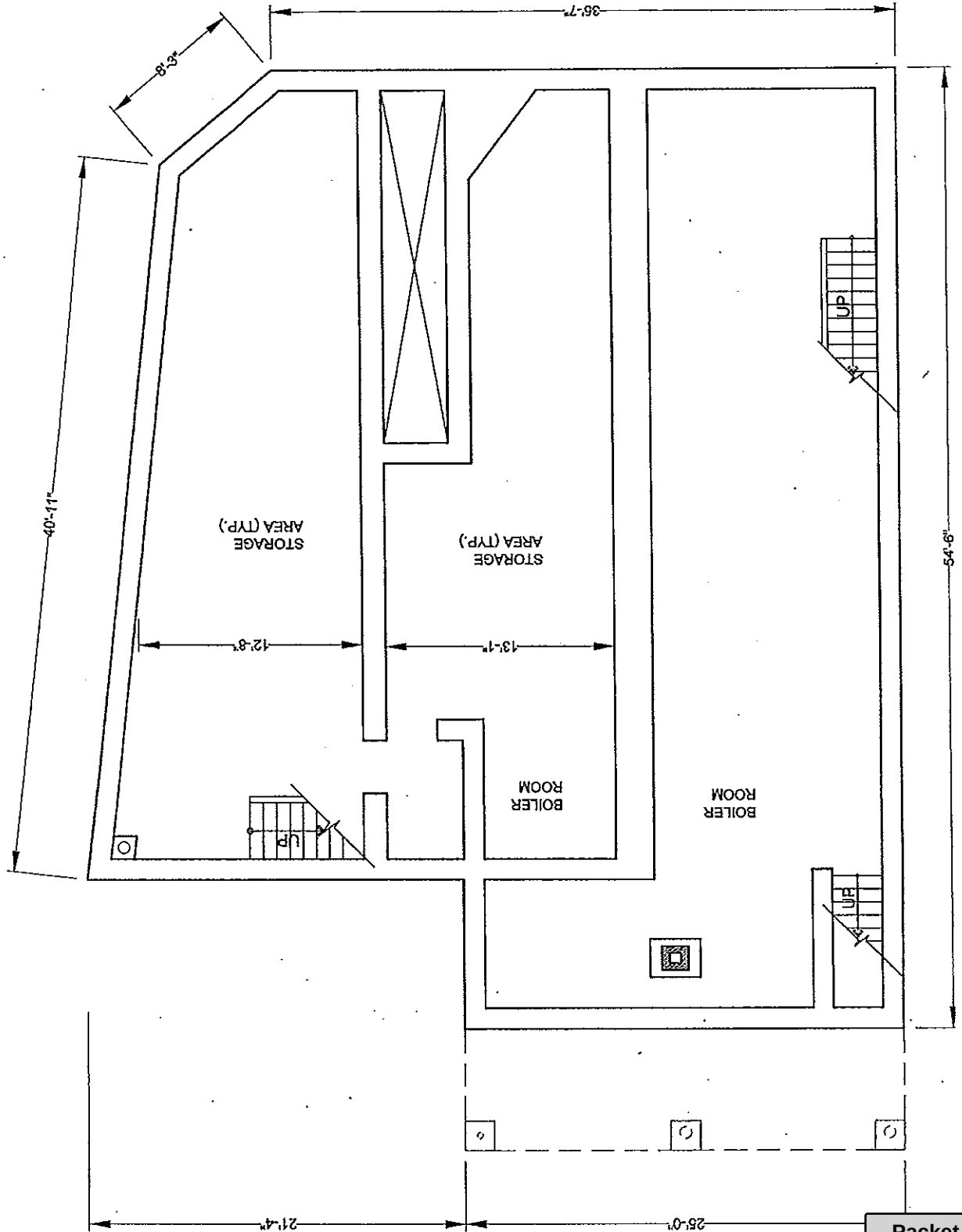
Attachment: Orange St 232 2016 (3450 : 232 Orange Street)

SIGN PLAN

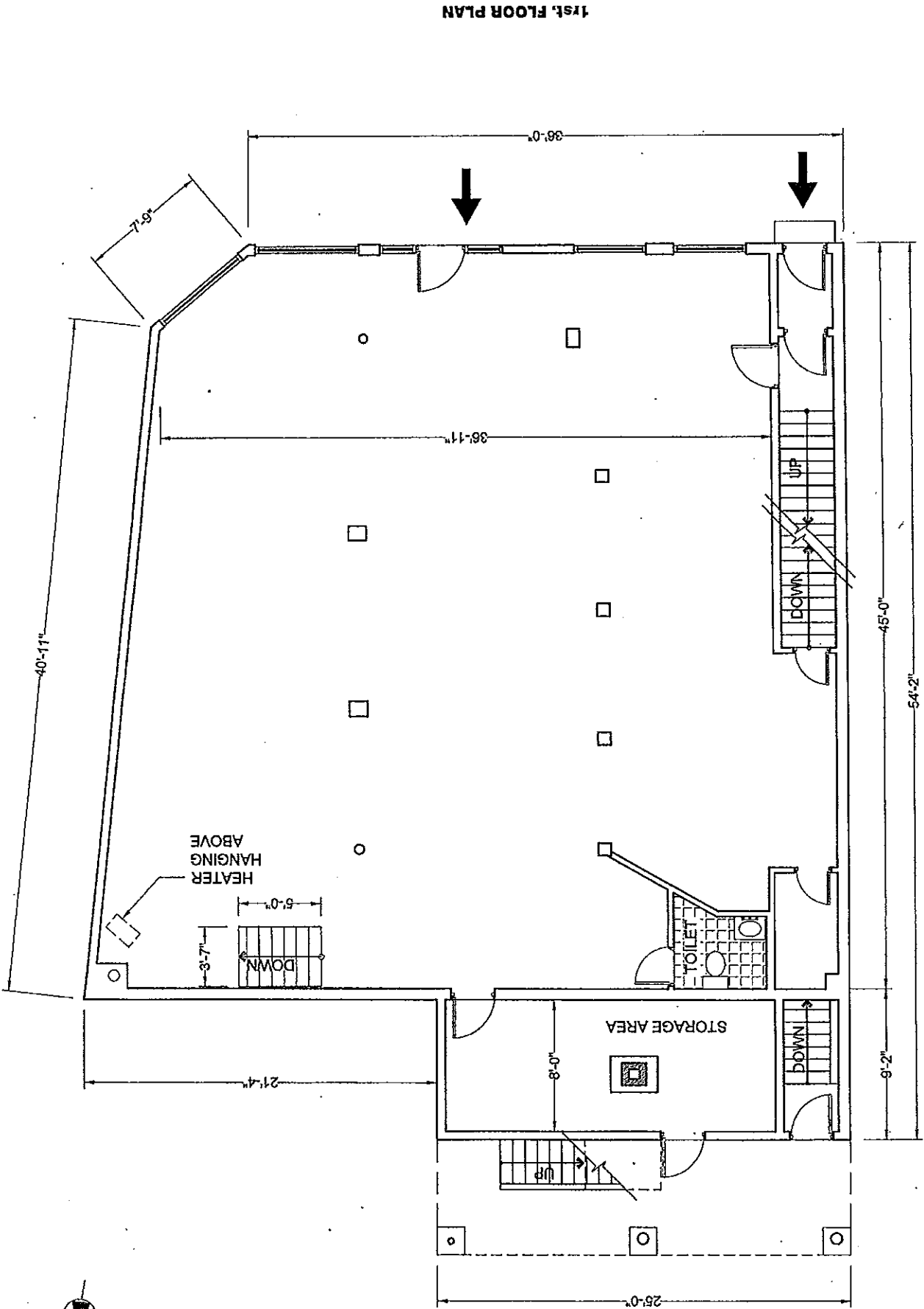


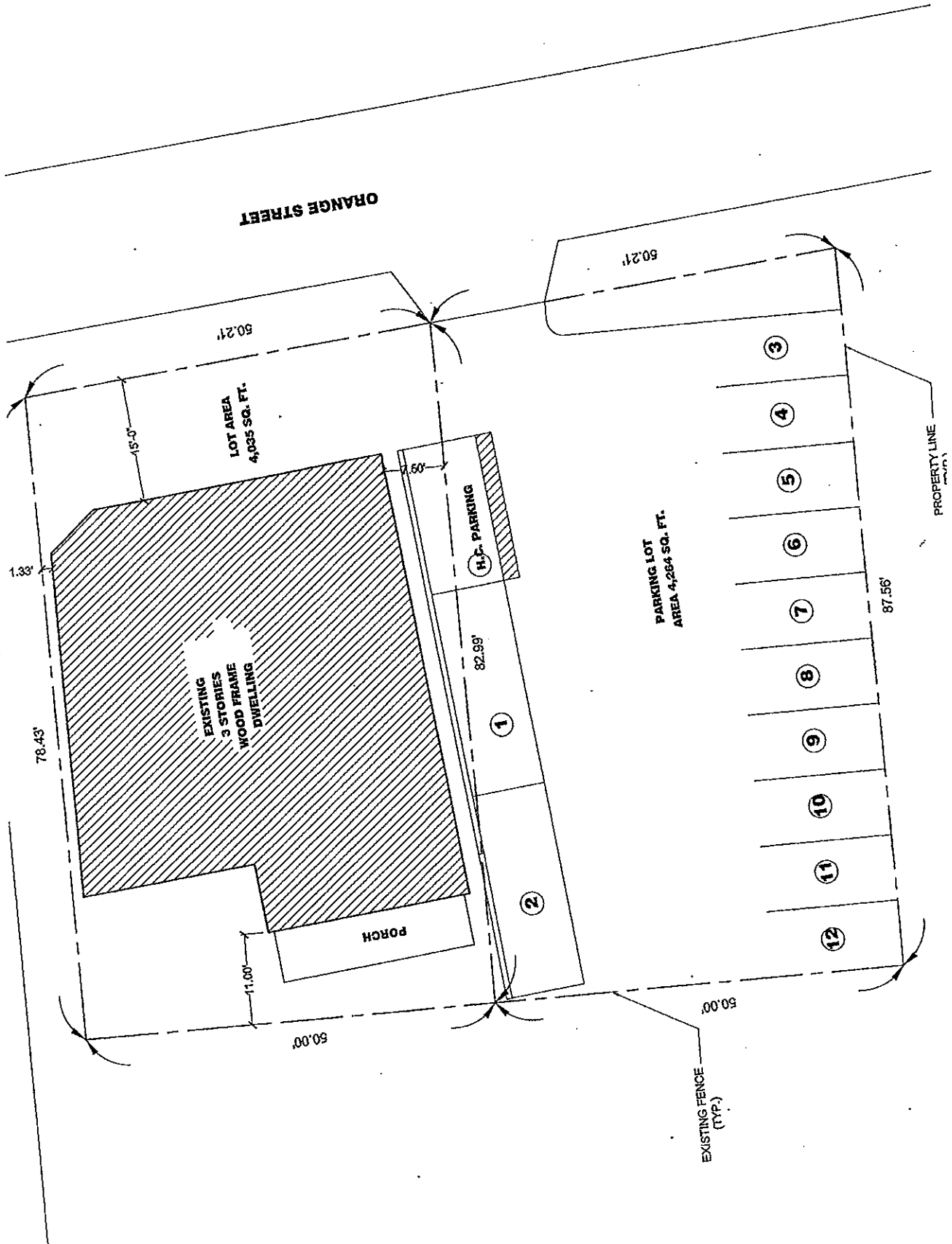
PROJECT: ERIKA GROCERY STORE		DATE: 05/11/2016	SCALE: 1/8" = 1'-0"
ADDRESS: 232 ORANGE STREET		PROJECT: 1604001000000	PROJECT: 1604001000000
OWNER: SPANISH-AMERICAN		PROJECT: 1604001000000	PROJECT: 1604001000000
DESIGN: 1604001000000		PROJECT: 1604001000000	PROJECT: 1604001000000
PROJECT: 1604001000000		PROJECT: 1604001000000	PROJECT: 1604001000000

BASEMENT FLOOR PLAN

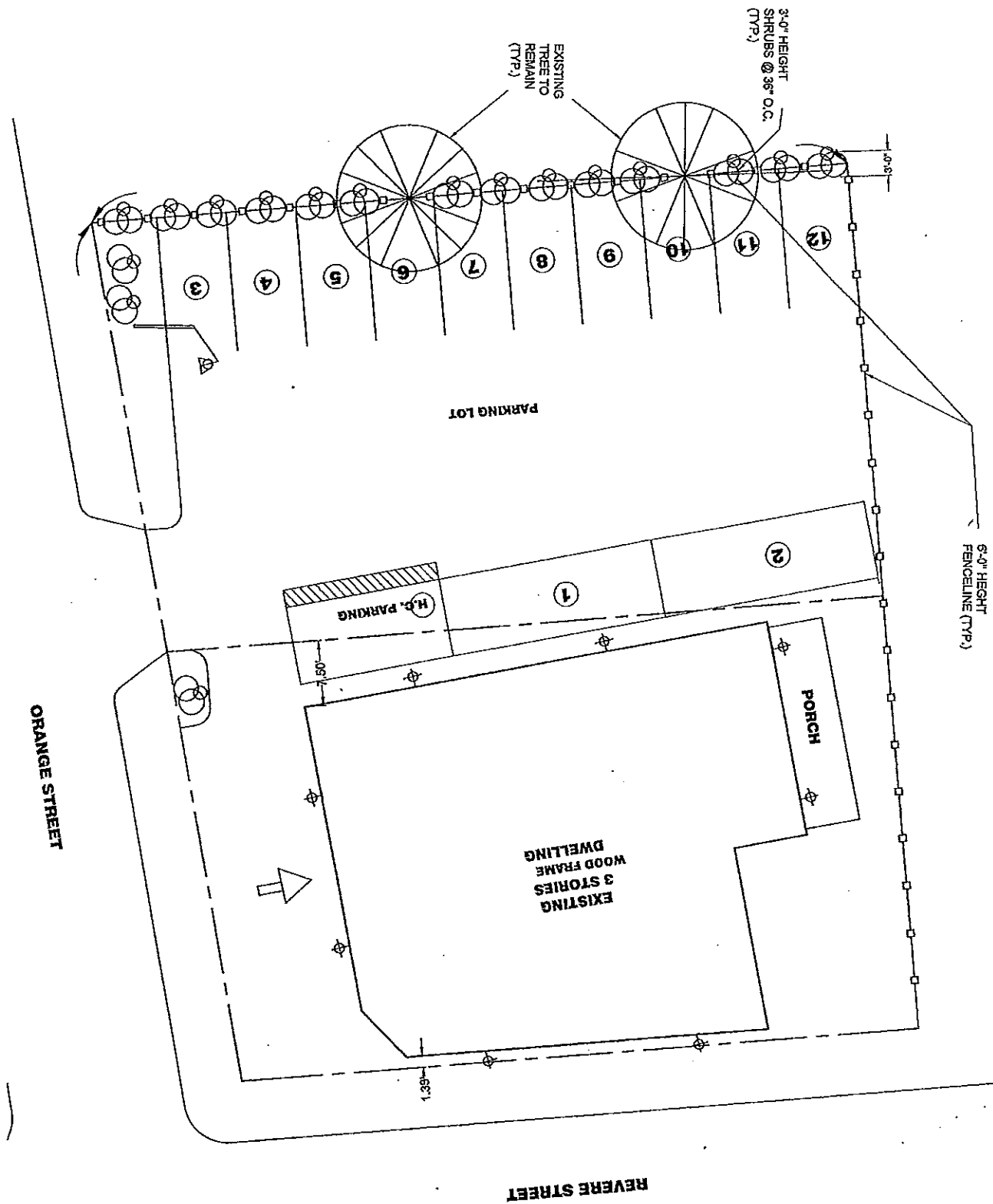


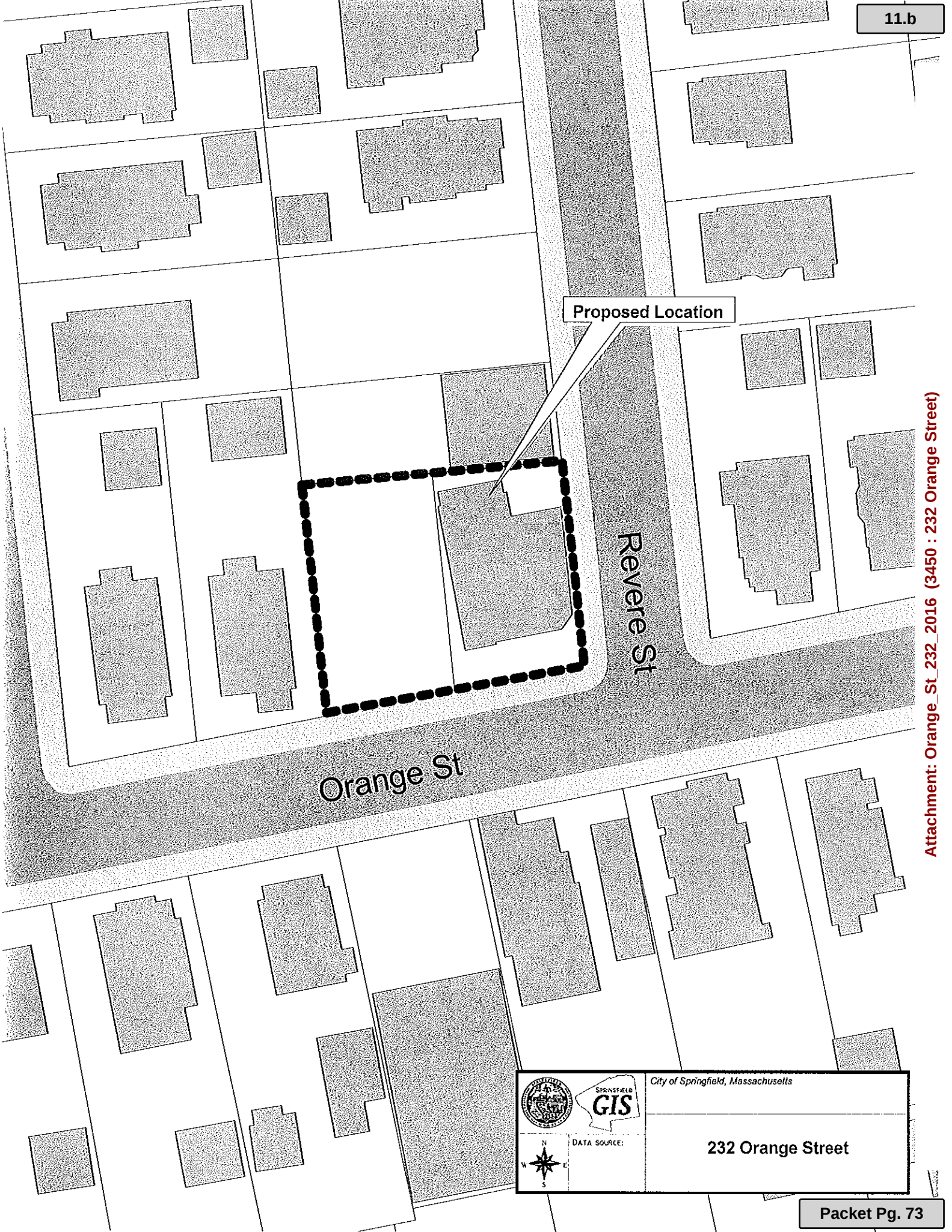
Attachment: Orange St 232 2016 (3450 : 232 Orange Street)





Attachment: Orange St 232_2016 (3450 : 232 Orange Street)





Attachment: Orange_St_232_2016 (3450 : 232 Orange Street)

  	City of Springfield, Massachusetts
	232 Orange Street

DATA SOURCE:



City Council
36 Court Street
Springfield, MA 01103

Meeting: 08/15/16 07:00 PM
Department: Economic Development
Category: Special Permit
Prepared By: Phil Dromey
Initiator: Phil Dromey
Sponsors:
DOC ID: 3558

ADOPTED

PETITION (ID # 3558)

**For a Special Permit to Operate a Drive-Up Service Window
at the Property Known as 1809 (A.K.A. 1811) Boston Road
(01655-0388), as Allowed by M.G.L. and the Springfield
Zoning Ordinance Article 4, Table 4-4, Section 19.1(2).**

Request: See Above
Owner: Realty Income Corporation
By: David Panella
Petitioner: Friendly' s Restaurants, LLC
By: David Panella

RESULT: **ADOPTED [11 TO 0]**
AYES: Hurst, Shea, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards,
Walsh, Fenton
ABSENT: E. Henry Twiggs, Timothy J. Rooke

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

for a special permit to operate a drive-up service window at the property known as 1809 (a.k.a. 1811) Boston Road (01655-0388), as allowed by M.G.L. and the Springfield Zoning Ordinance Article 4, Table 4-4, Section 19.1(2).

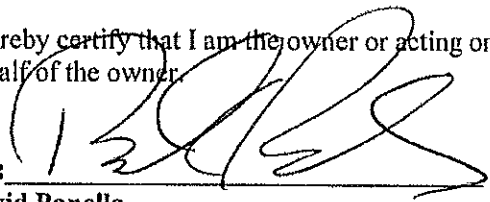
Mailing Address:

PO Box 460069
 Escondido, CA 92046

Owner:

Realty Income Corporation

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

BY: 
 David Panella

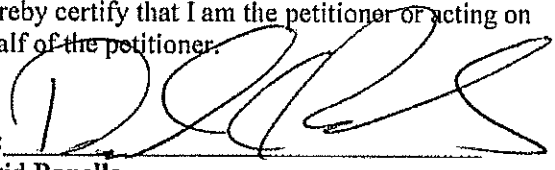
Mailing Address:

1855 Boston Road
 Wilbraham, MA 01095

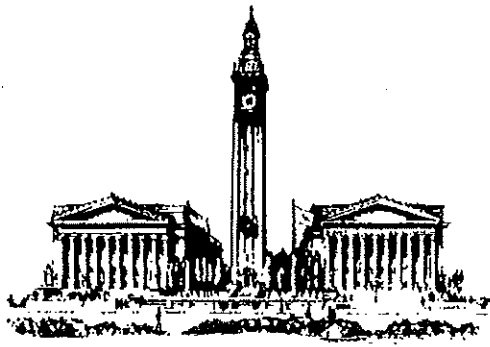
Petitioner:

Friendly's Restaurants, LLC

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

BY: 
 David Panella

Attachment: Boston_Rd_1809_Tax_Formal (3558 : 1809 (A.K.A. 1811) Boston Road)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

06/14/2016

**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 : 1811 BOSTON ROAD
Petitioner: FRIENDLY'S ICE CREAM, LLC
LandLord: REALTY INCOME CORPORATION

Assistant Treasurer
Stephen J. Lonergan: Treasurer/Collector

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A SPECIAL PERMIT

1809 (a.k.a. 1811) Boston Road
DRIVE-UP SERVICE WINDOW

General Information

Petitioner:	Friendly's Restaurants, LLC.
Request:	Drive-up Service Window
Proposed use of the property:	Restaurant
Size:	38,978 s.f.
Compatibility with current planning documents:	The Boston Road Neighborhood Plan shows no changes to this area.
Neighborhood council notification:	Indian Orchard Citizens Council: 7-21-16
Tax Status:	SEE ATTACHED
Site Visit:	7-28-16
City Council Hearing:	8-15-16

Staff Analysis

Neighborhood characteristics:

The property is currently zoned Business A and is located along the commercial corridor of Boston Road. The surrounding land uses include:

- To the north is a gas station and bank zoned Business A.
- To the south is the entrance to the Friendly's headquarters zoned Business A.
- To the west is a retail operation zoned Business A.
- To the east is the Wilbraham Town line and the Friendly's headquarters zoned Business A.

Site plan review:

The petitioner has requested a special permit to operate a drive-up service window at the property known as 1809 (a.k.a. 1811) Boston Road. This is the current site of Friendly's Restaurant.

The site is located on the border of Springfield and Wilbraham and is adjacent to the Friendly's headquarters. The petitioner has submitted plans indicating that a new drive-up service window will be installed. The proposed drive-up window will be located on the eastern side of the building. As can be seen by the attached plans, there is currently a row of parking located along this side of the building. These spaces will be moved further to the east and a new drive-up service lane will be installed.

It should be noted that there is currently an outdoor dining patio located along the front of the building. It appears that design of the drive-up window will allow this amenity to remain. While Boston Road is a highly travel commercial corridor, the staff does believe these outdoor areas provide value to the business and has consistently advocated for outdoor seating in many of the recently approved projects.

Currently, the site can be accessed from both Boston Road and Kent Road. The plans submitted do not indicate that any proposed changes to the existing curb cuts will occur with this new drive-up window. The proposed drive-up lane will also be able to be accessed from both Boston and Kent Road.



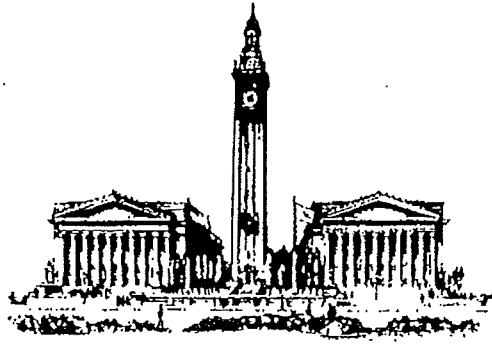
After reviewing the submitted site plans and visiting the site, the staff does not object to the proposed request. The staff believes that the proposed design allows for the new drive-up window but does not compromise the existing streetscape and also still allows for pedestrian access to the site. The staff was also very pleased how the overall site is being maintained. Overall, the staff 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.
2. This special permit is granted solely to operate a drive-up service window at the property known as 1809 (a.k.a. 1811) Boston Road (01655-0388).
3. The use shall be developed as per the attached site plans and elevations, dated June 2016, with the addition of conditions #4 through #10.
4. The public sidewalk along Boston Road shall be maintained, including snow removal.
5. Landscaping shall be installed as per the attached plans.
6. The dumpster(s) shall be completely enclosed.
7. In addition to the special permit approval, a full review by the Department of Public Works, as per the provisions of City Ordinance, Article VIII, §27-29, will be required. This approval must be obtained prior to the issuance of a Building Permit.
8. There shall be no "running messages" or "flashing messages" allowed on the ground sign.
9. There shall be no additional advertising material located on any directional signage or light poles.
10. The site shall be maintained free of all weeds and trash and debris.
11. 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.



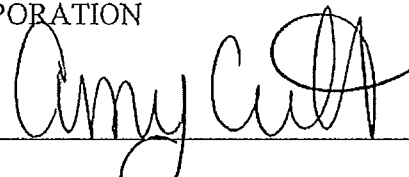
THE CITY OF
SPRINGFIELD, MASSACHUSETTS

06/14/2016

Special Permit Tax Certification

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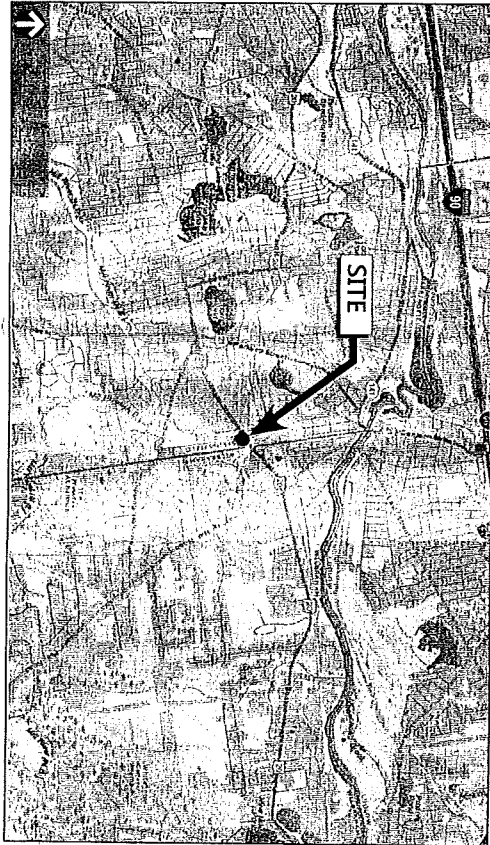
Special Permit : 1811 BOSTON ROAD
Petitioner: FRIENDLY'S ICE CREAM , LLC
LandLord: REALTY INCOME CORPORATION

 Assistant Treasurer

Stephen J. Lonergan: Treasurer/Collector

Site Plans

**Friendly's
Drive-Thru**
1811 Boston Road
Springfield, Massachusetts



Owner

Realty Income Corporation
P.O. Box 460069
Escondido, CA 92046

Applicant

Friendly's Restaurant, LLC
1855 Boston Road
Wilbraham, MA 01095

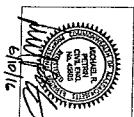
Parcel ID : 016550388

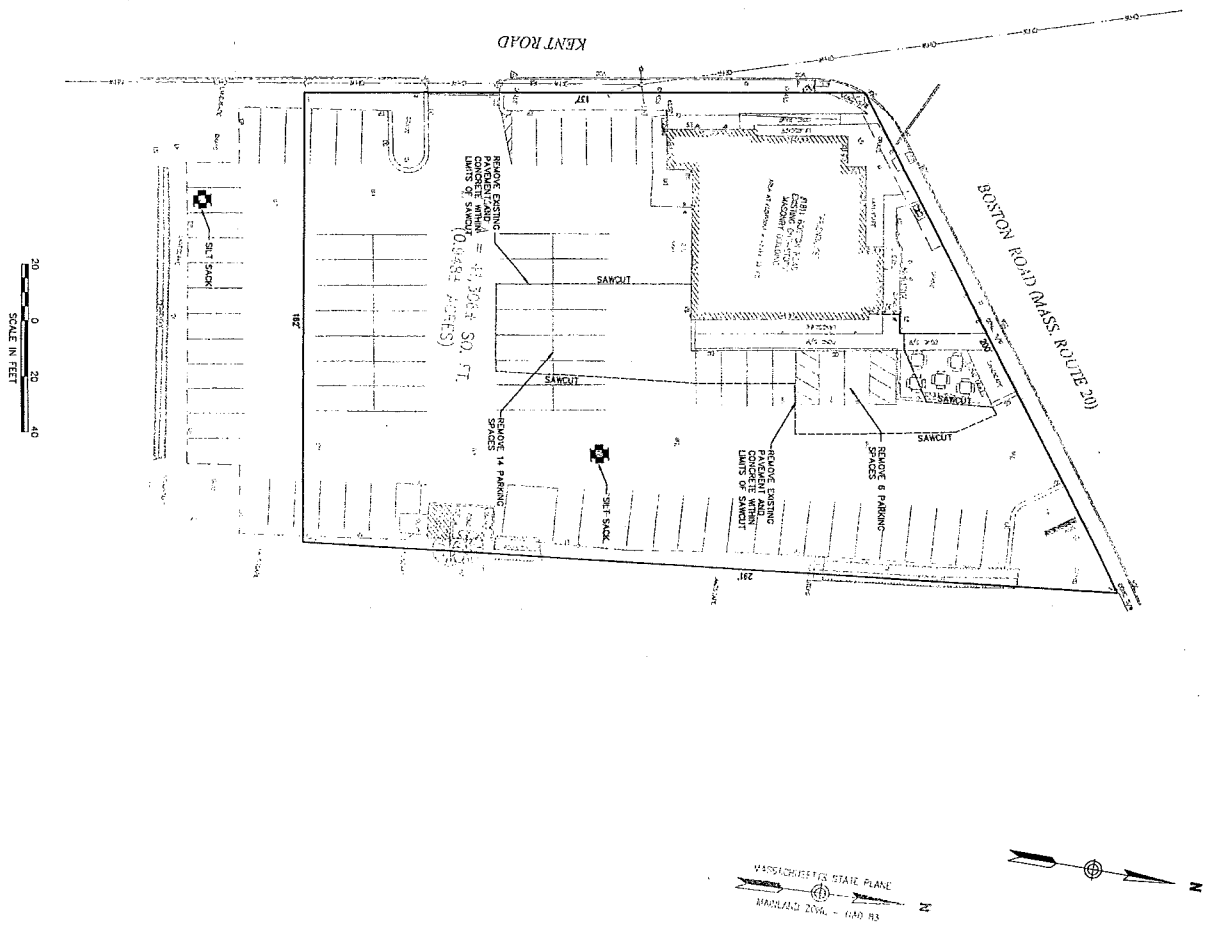
Sheet Index

No.	Drawing Title	Latest Issue
C-1	Legend, Abbreviations and General Notes	June 10, 2016
C-2	Demolition and Erosion Control Plan	June 10, 2016
C-3	Layout and Materials Plan	June 10, 2016
C-4	Grading, Drainage and Utilities Plan	June 10, 2016
C-5	Site Details 1	June 10, 2016
C-6	Site Details 2	June 10, 2016
C-7	Site Details 3	June 10, 2016
EX-1	Existing Conditions Plan	June 10, 2016

Reference Drawings

No.	Drawing Title	Latest Issue
SV-1	Topographic Survey	5/18/16
L-1	Planting Plan	5/25/16





Attachment: Boston_Rd_1809_2016 (3558 : 1809 (A.K.A. 1811) Boston Road)



Packet Pg. 81

Friendly's Drive-Thru
1811 Boston Road
Springfield, Massachusetts

Not Approved for Construction
Demolition and
Erosion Control
Plan

June 10, 2016

C-2

1	2	8
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13146.00





Parking Requirements:					
CITY OF PROVEDALE	8 PLACES	/	1000 SF	=	25 PLACES
			4,117 SF	=	25 PLACES
			TOTAL	=	25 PLACES

FEET TOE RIGIDITY	0 Feet	125 Feet
WATER TABLE DEPTH	40 Feet	25 Feet
WATER TABLE CHARGE	75 %	11 %

[illegible]

Friendly's Drive-Thru
1811 Boston Road
Cincinnati, OH 45202

Springfield, Massachusetts

June 10, 2016

Not Approved for Construction

Materials Plan

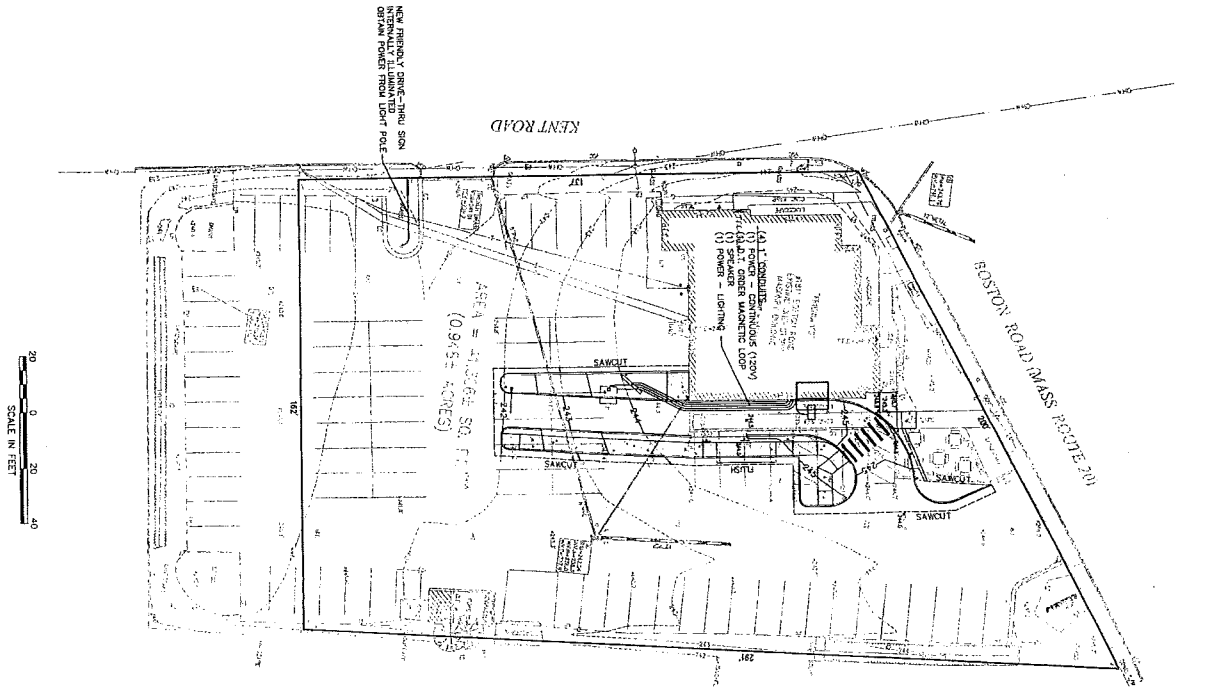


6/10/16
23146.00

vhb.com



One Federal Street
Building 103-3N
Springfield, MA 01105
413.747.7113



MASSACHUSETTS STATE PLATE
MARKING ZONE - 11A1 F.S.



C-4
4' 8"
13346200

Not Approved for Construction
Grading, Drainage
and Utilities
Plan

June 10, 2016

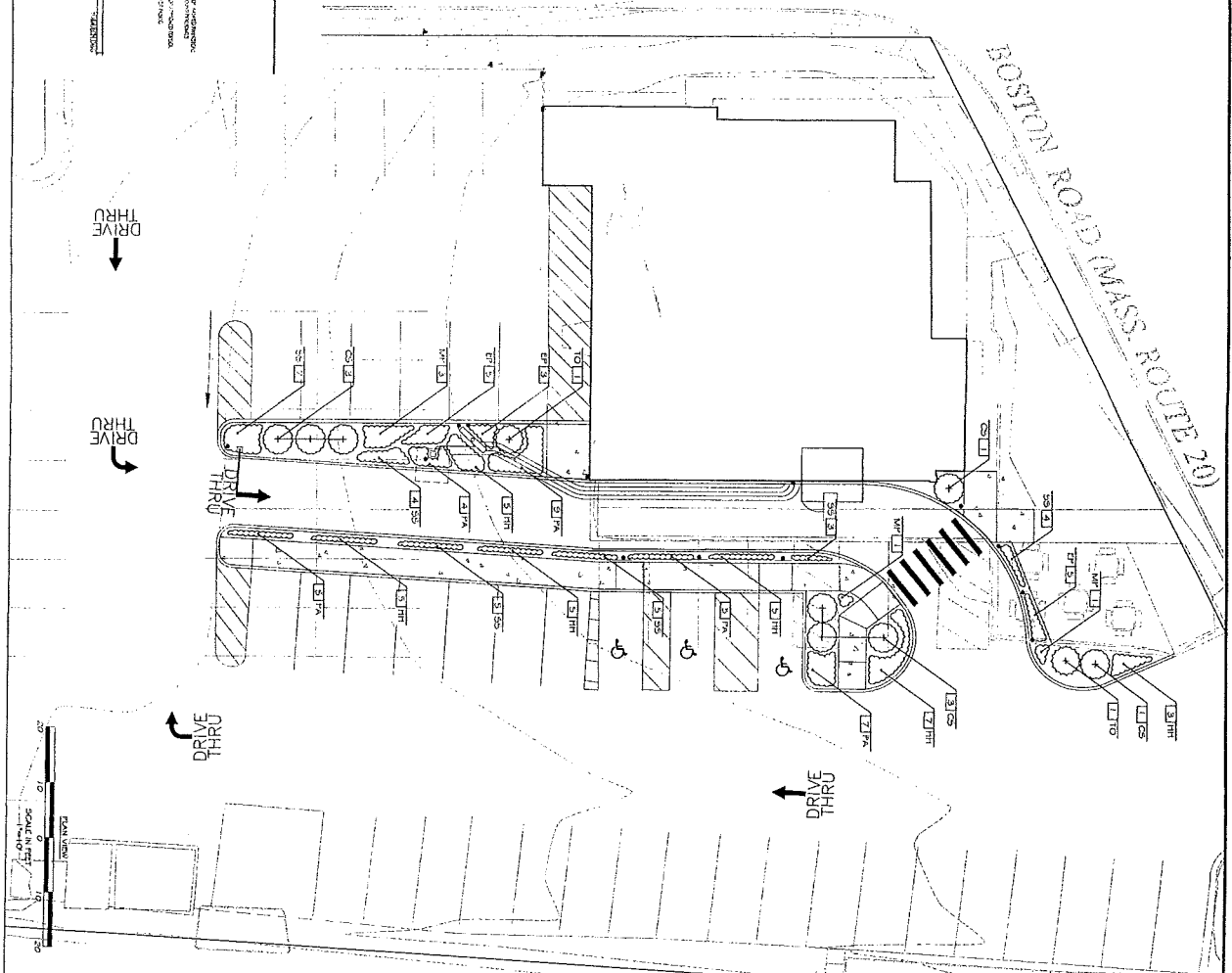
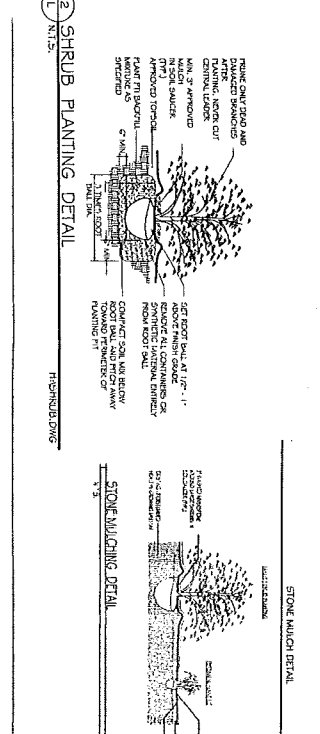
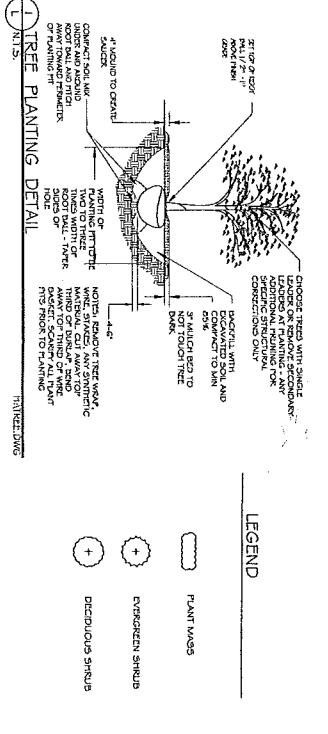
Friendly's Drive-Thru
1811 Boston Road
Springfield, Massachusetts



NOTES TO CONTRACTOR:
ALL PLANT MATERIAL TO BE INSTALLED SUBJECT TO A.K.A. STANDARDS AND PER OF PROJECT'S INSPECTION. AND SHALL BE MAINTAINED FOR ONE YEAR FROM THE DATE OF INSTALLATION.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANT MATERIAL AND SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PLANT MATERIAL DAMAGED OR DESTROYED BY THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANT MATERIAL AND SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PLANT MATERIAL DAMAGED OR DESTROYED BY THE PROJECT.

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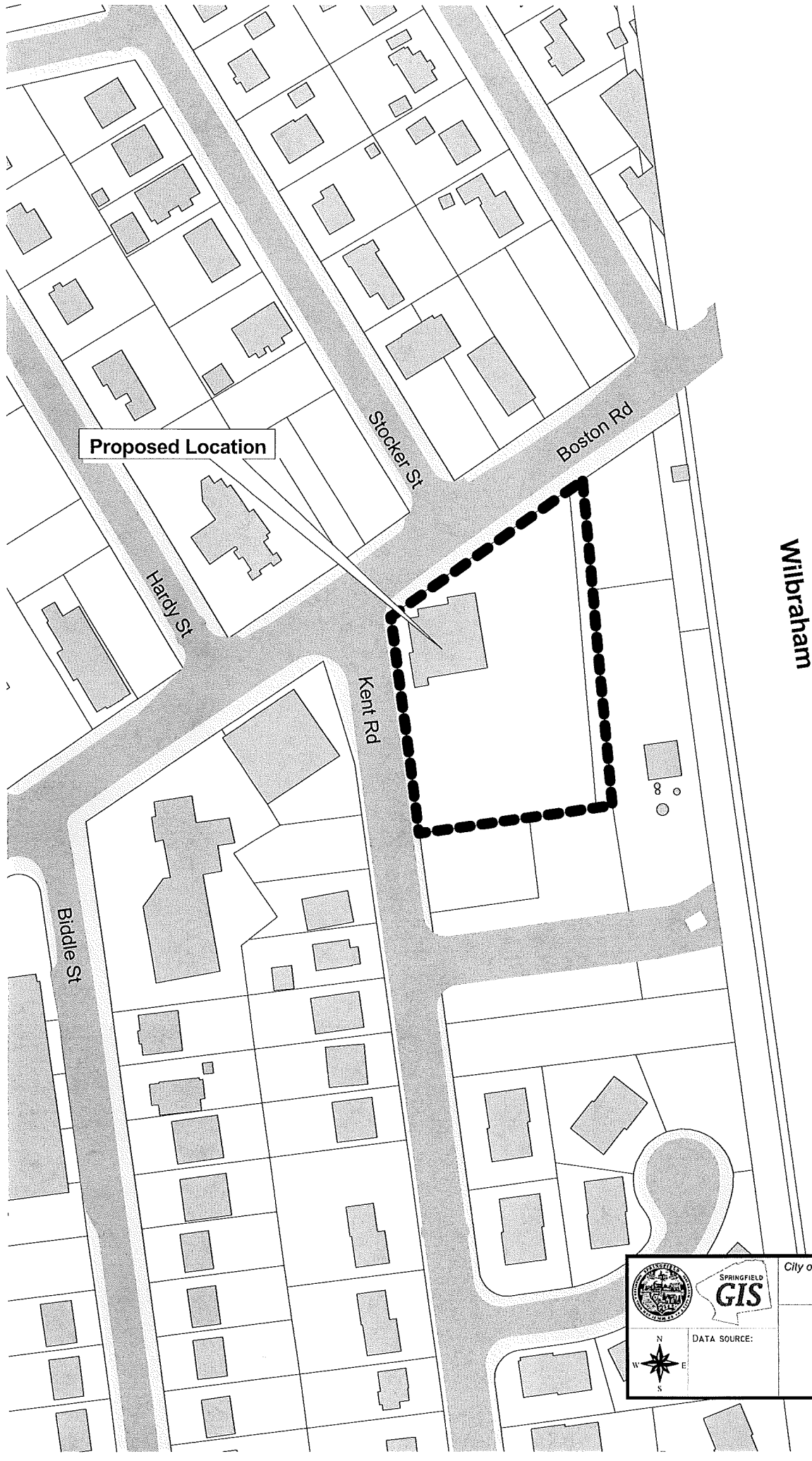
Symbol	Latin Name	Common Name	Description	Quantity	Size
10	Comma seedling	Comma seedling	2.5' tall, purple flowers, red and white	2	3-5 ft
11	Thymus serpyllifolius	Thymus serpyllifolius	2.5' tall, purple flowers, red and white	2	3-5 ft
12	Thymus serpyllifolius	Thymus serpyllifolius	2.5' tall, purple flowers, red and white	2	3-5 ft
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49	Thymus serpyllifolius	Thymus serpyllifolius	2.5' tall, purple flowers, red and white	2	3-5 ft
50	Thymus serpyllifolius	Thymus serpyllifolius	2.5' tall, purple flowers, red and white	2	3-5 ft



Greylock Design Associates
Landscape Architecture & Land Planning
414 Main Street
Springfield, MA 01103
P: 413-239-4188

FRIENDLY'S
Boston Road
Springfield, MA
Approval
Noted Approved For Construction
PLANTING PLAN
L-1

Scale: 1" = 10'-0"



 SPRINGFIELD GIS	City of Springfield, Massachusetts
	1809 Boston Road
 N W E S	DATA SOURCE:

Attachment: Boston_Rd_1809_2016 (3558 : 1809 (A.K.A. 1811) Boston Road)



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3615)

Meeting: 08/15/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3615

Dickinson Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 10, 2016

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

The Board of Public Works, to which was referred the petition #6238 of Everesource Electric Company dated July 19, 2016 to install a new mid- span pole in front of #1100 Dickinson Street. One new pole will be install west side of Dickinson Street, to be located on the tree belt approximately 32 feet southerly from existing driveway. The purpose of the mid span pole is to provide power to cellular tower antenna and service to building on 1100 Dickinson Street, all as substantially shown on a plan attached, referred to numbered #6238, which is incorporated herein by reference and to lay and maintain underground lateral, cables and wires in the above or intersecting public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on August 10, 2016 at 5:15 P.M. in front of 1100 Dickinson Street Springfield, MA. Two (2) members of the Board and two (2) persons interested in the matter were present. Of the latter, two (2) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order to provide service to Sinai Temple and power the cellular tower antenna.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT:	ADOPTED [10 TO 0]
AYES:	Hurst, Shea, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh
ABSTAIN:	Michael A. Fenton
ABSENT:	E. Henry Twiggs, Timothy J. Rooke

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

DATE: July 27, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
August 10, 2016

NOTICE OF MEETING

Wednesday, August 10, 2016 – In front of 1100 Dickinson Street (Sinai Temple), Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE

New Business: 1100 Dickinson Street.

HEARING RE: To install new joint mid-span pole to
provide power to new service.

Attachment: 8-10-2016 notice of meeting #6238 (3615 : Dickinson Street)

