



City Council

Regular Meeting

~ Draft ~

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

Anthony I. Wilson
413-787-6096

Monday, September 12, 2016

7:00 PM

Springfield City Hall -- Council Chambers

Possible Public Speak-Out Time 6:30 PM

Call to Order

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

Moment of Silence - Pledge of Allegiance

Reports of Committee

Patrick Burns, the City's Comptroller, gave the July and June Revenue v. Expenditure reports.

1. Order (ID # 3642)

July Revenue Vs. Expenditure Report

ATTACHMENTS:

- July Revenue Vs. Expenditure Report (PDF)

RESULT: RECEIVE REPORT

2. Order (ID # 3641)

June Revenue Vs. Expenditure Report

ATTACHMENTS:

- June Revenue Vs. Expenditure Report (PDF)

RESULT: RECEIVE REPORT

Petitions

3. Petition (ID # 3628)

Mobilitie Utility Petition

ATTACHMENTS:

- 8-15-2016 notice MOBILITIE (PDF)
- Mobilitie plan & letter (PDF)

RESULT: CONTINUE**Next: 10/3/2016 7:00 PM**

4. Petition (ID # 3629)

Main Street (VERIZON)

ATTACHMENTS:

- 20140623_Plan with Cross Sections (PDF)
- 8-17-2016 notice Verizon (PDF)

RESULT: REFER TO COMMITTEE**Next: 10/3/2016 7:00 PM**

5. Petition (ID # 3630)

Norman Street (COMCAST)

ATTACHMENTS:

- 8-22-2016 Norman St. COMCAST (PDF)
- Plan Norman St. (PDF)

RESULT: REFER TO COMMITTEE**Next: 10/3/2016 7:00 PM**

6. Petition (ID # 3631)

Brookdale Drive (COMCAST)

ATTACHMENTS:

- Plan Brookdale (PDF)
- 8-24-2016 Brokkdale Dr. COMCAST (PDF)

RESULT: REFER TO COMMITTEE**Next: 10/3/2016 7:00 PM**

7. Petition (ID # 3637)

Middlesex Street (EVERSOURCE)

ATTACHMENTS:

- 8-29-2016 notices of meeting #6239 (PDF)
- plan Middlesex St. (PDF)

RESULT: REFER TO COMMITTEE**Next: 10/3/2016 7:00 PM**

Grants

8. Order (ID # 3521)

Collective Bargaining Ratification - SFCA

COMMENTS - Current Meeting:

Attorney William Mahoney, the City's Director of Labor Relations. He stated that these employees have not had an increase since 2012. He explained the process he engaged in while negotiating the contract. Atty. Mahoney stated that it was a good contract for the city and he encouraged the Council to approve the contract.

Councilor Hurst said that the city has failed to enforce residency. He stated that the council should vote down the contract until the mayor started to enforce residency.

Atty. Mahoney stated that residency has been a provision of this contract since the 1970s, however it has not been enforced. He is concerned about enforcing residency unilaterally based on lengthy period of inactivity. Atty. Mahoney stated that he plans to renegotiate residency moving forward.

Councilor Shea spoke in favor of approving the Contract.

Councilor Walsh spoke in favor of approving the contract.

Councilor Bud Williams stated that he would not support the contract unless the city enforces residency.

Councilor Rooke stated that the council should vote in favor of the contract because residency is unrelated.

Councilor Twiggs spoke against approving the contract.

Councilor Gomez asked how many of the 10 individuals who are covered by the contract live in the City of Springfield.

Councilor Gomez stated that he could not support the contract.

ATTACHMENTS:

- SFCA City Council Report (PDF)
- CAFO Cert- Fire Chief Association Agreement (PDF)
- Springfield Fire Chiefs Contract Executed 12 (PDF)

RESULT:	DEFEATED [4 TO 7]
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Kenneth E. Shea, Timothy C. Allen, Timothy J. Rooke, Kateri B. Walsh
NAYS:	Hurst, Twiggs, Williams, Ramos, Williams, Gomez, Edwards
ABSTAIN:	Thomas M. Ashe
ABSENT:	Michael A. Fenton

9. Order (ID # 3639)

Clean Energy Resiliency Grant - No Match - \$2,790,099

The City applied for and received this grant for the purpose of providing partial funding for the Baystate Medical Center combined heat and power plant.

COMMENTS - Current Meeting:

Tina Quagliato, Department of Disaster Recovery, spoke in favor of the grant.

ATTACHMENTS:

- Clean Energy Resilience Grant Set-Up & Contract (PDF)

RESULT:	PASSED BY VOICE VOTE
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10. Order (ID # 3640)

Grant Acceptance - No Match - \$1,000,000

COMMENTS - Current Meeting:

Brian Elliot, Police Department, spoke in favor of the grant.

ATTACHMENTS:

- SSYI Funding Information (PDF)
- SSYI Grant Set-Up (PDF)

RESULT:	PASSED BY VOICE VOTE
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11. Order (ID # 3632)

FY17 Elders Council on Aging Grant - No Match Required \$238,840.00

COMMENTS - Current Meeting:

Janet Rodriguez-Denny, Director of Elderly Affairs, spoke in favor of the grant.

ATTACHMENTS:

- COA (PDF)

RESULT:	PASSED BY VOICE VOTE
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12. Order (ID # 3633)

Read / Write/ Now Grant - No Match Required \$230,944.00

COMMENTS - Current Meeting:

Molly Fogarty, the Library Director, spoke in favor of the grant.

ATTACHMENTS:

- ABE Grant (PDF)

RESULT: PASSED BY VOICE VOTE**13. Order (ID # 3649)**

Byrne JAG Grant - No Match - \$147,456

COMMENTS - Current Meeting:

Brian Elliot, Police Department, spoke in favor of the grant.

ATTACHMENTS:

- JAG Grant Award Letter (PDF)
- JAG Grant Set-Up (PDF)

RESULT: PASSED BY VOICE VOTE**14. Order (ID # 3618)**

Mason Square Library Grant - \$145,394.12

COMMENTS - Current Meeting:

Molly Fogarty, the Library Director, spoke in favor of the grant.

ATTACHMENTS:

- Mason Square Library Grant (PDF)

RESULT: PASSED BY VOICE VOTE**15. Order (ID # 3634)**

Library Trust Income - Annual Amount - \$135,000

COMMENTS - Current Meeting:

Molly Fogarty, the Library Director, spoke in favor of the grant.

ATTACHMENTS:

- Library Trusts & Endowments (PDF)

RESULT: PASSED BY VOICE VOTE**16. Order (ID # 3620)**

FY17 MassCALL II Grant- \$100,000.00

COMMENTS - Current Meeting:

TJ Plante, the City CAFO, spoke in favor of the grant which will be used to fight the opioid crisis.

ATTACHMENTS:

- Mass Call II (PDF)

RESULT: PASSED BY VOICE VOTE**17. Order (ID # 3619)**

Massachusetts Substance Abuse Collaborative - No Match Required \$100,000

COMMENTS - Current Meeting:

TJ Plante, the City CAFO, spoke in favor of the grant which will be used to address under age abuse of alcohol and marijuana.

ATTACHMENTS:

- Mass Substance Abuse Grant (PDF)

RESULT: PASSED BY VOICE VOTE**18. Order (ID # 3617)**

FY17 GSSSI Grant Acceptance - in Kind Match (\$92,400)

COMMENTS - Current Meeting:

Janet Rodriguez-Denny, Director of Elderly Affairs, spoke in favor of the grant.

ATTACHMENTS:

- GSSSI-REQUEST GRANT SETUP FY17 (PDF)

RESULT: PASSED BY VOICE VOTE**19. Order (ID # 3612)**

Jail Diversion Program Grant - No Match Required - \$80,000

COMMENTS - Current Meeting:

Brian Elliot, Police Department, spoke in favor of the grant.

ATTACHMENTS:

- Jail Diversion Grant Award (PDF)
- Jail Diversion Grant Set-Up (PDF)

RESULT: PASSED BY VOICE VOTE**20. Order (ID # 3622)**

Police Department Donations - \$39,941.85

COMMENTS - Current Meeting:

Brian Elliot, Police Department, spoke in favor of the grant.

ATTACHMENTS:

- Police Donations (PDF)

RESULT: PASSED BY VOICE VOTE

21. Order (ID # 3636)

TJO License Plate Grant - No Match Required \$12,000

ATTACHMENTS:

- License Plate Grant (PDF)

RESULT: PASSED BY VOICE VOTE

22. Order (ID # 3635)

Science on the Go Grant - No Match Required \$1,000.00

ATTACHMENTS:

- Science on the Go (PDF)

RESULT: PASSED BY VOICE VOTE

Orders

23. Order (ID # 3626)

Bills of Prior Year - Various Departments

COMMENTS - Current Meeting:

TJ Plante, the City CAFO, spoke in favor of the transfer.

ATTACHMENTS:

- FY17 CAFO Certification BOPY (DOCX)
- 9-12-16 Prior Years Bill Schedule 1 (XLSX)

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

24. Order (ID # 3627)

Bills of Prior Year - School Department

COMMENTS - Current Meeting:

TJ Plante, the City CAFO, spoke in favor of the transfer. He stated the money would be used to pay a bill to a school bus vendor by the School Department.

ATTACHMENTS:

- FY17 CAFO Certification BOPY- School Transportation (DOCX)
- 9-12-16 Prior Year Bills- School Transportation Schedule 1 (XLSX)

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

25. Order (ID # 3638)

Transfer from Self Insurance Stabilization Fund to Law Settlement Claims Account (\$97,364.87)

COMMENTS - Current Meeting:

Edward Pikula, City Solicitor, spoke in favor of the transfer to pay a judgment that had been litigated up to the Supreme Judicial Court.

ATTACHMENTS:

- CAFO Certification - Settlements Transfer (PDF)

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

26. Order (ID # 3646)

Authorizing the Mayor to Execute a Quitclaim Deed for the Sale of 20 Elmwood Street
Please see attached materials

ATTACHMENTS:

- City Council Order 20 Elmwood Street Transfer (DOCX)
- L To Mayor Sarno (PDF)

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

27. Order (ID # 3647)

Authorizing the Mayor to Execute a Quitclaim Deed for the Sale of 781-783 Worthington Street and West Side Sackett Place

Please see attached materials

ATTACHMENTS:

- City Council Order Worthington and Sackett Transfers - Revised (DOCX)
- M - Mayor Sarno OK 781 Worthington St PDF (PDF)

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

28. Order (ID # 3648)

Authorizing the Mayor to Execute a Quitclaim Deed for the Sale of 23-29 St. James Boulevard

Please see attached materials

ATTACHMENTS:

- City Council Order 23-29 St James Blvd Transfer (DOCX)
- Memo for Martin (DOC)

RESULT: ADOPTED [11 TO 0]

AYES: Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh

ABSENT: Thomas M. Ashe, Michael A. Fenton

General Business

(29.) (ID # 3654) Article VII of Chapter 279: Mobile Food Trucks

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 279 thereof, by adding Article VII as follows:

Purpose.

The general goal of this ordinance is to provide designated space in downtown Springfield for food truck vendors to operate on a regular basis. Overall, food trucks would encourage greater foot traffic in the downtown area, and would benefit employees and visitors who frequent the downtown/metro center area of Springfield by providing a variety of food selections, during lunch hours. Further, food vendors with a permit would be able to operate in the designated area without utilizing existing parking or metered spaces, and all other vendors who do not purchase a permit can continue to operate on their regular route pursuant to the existing ordinances.

Definitions.

When used in this section, unless the context otherwise requires, the following terms shall have the following meanings:

Downtown Area shall mean the area of the City of Springfield whose western boundary is East Columbus Avenue, whose eastern boundary Chestnut Street, whose northern boundary is Liberty Street and whose southern boundary is Union Street.

Food establishment shall mean a business operation that stores, prepares, packages, serves, vends or otherwise provides food for human consumption as set forth in the State Sanitary Code 105 CMR 590.002.

Mobile food commissary shall mean a licensed food establishment that a mobile food truck reports to twice daily for all food and supplies and for all cleaning and sanitizing of units and equipment.

Mobile food truck shall mean a food establishment that is located upon a vehicle, or which is pulled by a vehicle, where food or beverage is cooked, prepared and served for individual portion service, such as a mobile food kitchen.

Scope.

- a. The provisions of this section shall apply to any person or other legally recognized entity engaged in the business of cooking, preparing, and distributing food or beverage with or without charge from mobile food trucks in Downtown Area between the hours 10:00 antemeridian and 6:00 postmeridian.
- b. The provisions of this section shall not apply to canteen, coffee, or ice cream trucks that move from place to place and are stationary in the same location for no more than thirty (30) minutes at a time or food vending push carts and stands.
- c. The provisions of this section shall not apply to mobile food trucks that operate outside of the Downtown Area or outside of the times of day referenced in subsection A of this Section.
- d. The provisions of this section shall not apply to mobile food operations that receive a temporary event permit issued by the Health and Human Services Department.

Mobile Food Truck Permit Required.

- a. No person or business entity, including a religious or charitable organization, shall operate a mobile food truck as described in section 40 without a permit issued by the Springfield Parking Authority.
- b. A permit shall be valid from April first (1st) to October thirtieth (30th) of a given year.

Application for a Mobile Food Truck Permit.

- a. *Single Application.* There shall be made available by the Springfield Parking Authority a single application form to apply for each mobile food truck permit. The application shall provide the following:
 1. A description of necessary inspections and fees;
 2. A description of areas of the City where the operation of mobile food trucks are limited or prohibited;
- b. *Submission of Materials.* Each application shall indicate on its face, in addition to other requirements as may be determined by the Springfield Parking Authority, that the following materials must be submitted by the applicant:
 1. The name of the business and its owner or owners and the mailing address of the business,
 2. A description of the proposed business plan for the mobile food truck operation,
 3. A proposed location where the mobile food truck will be stationary and serving food,
 4. Certification that the vehicle has passed all necessary inspections required by the Springfield Fire Department and, Health and Human Services Department,
 5. Proof that the mobile food truck will be serviced by a mobile food commissary,

7. A certificate of insurance providing general liability insurance listing the City as additionally insured. A food truck permit shall be issued only for the explicit time period covered by the effective dates of the general liability insurance policy.
- c. *Approval Process.* An application must be submitted to the Springfield Parking Authority;
 1. Within sixty (60) days of the submission of a completed application, the Springfield Parking Authority shall either issue or deny the application for a permit. Any application not acted on within sixty (60) days shall be deemed denied.
 2. If the application is denied in whole or in part, the Springfield Parking Authority shall state the specific reasons for the denial. The decision shall be final and subject only to judicial review under M.G.L. c. 30A, § 14.

Limitation on the Number of Permits.

There shall be no more than ten (10) permits granted pursuant to this chapter. The permits shall be issued in the following manner:

- a. Two (2) permits may be issued for the parking spaces located at Riverfront Park
- b. One (1) permit may be issued a parking space on Main Street between Boland Way and Bridge Street
- c. Seven (7) permits may be issued for parking spaces along Elm Street.

Permit Renewal.

- a. Every mobile food truck permit, unless suspended or revoked by the Parking Authority for a violation of any provision of this section or other rule or regulation promulgated for the implementation of this section, shall be renewed annually given that a renewal fee is paid prior to April first (1st) of a given year.
- b. The Springfield Parking Authority reserves the right to add, remove, and reapportion available locations among mobile food truck operations at renewal.

Rules and Regulations.

- a. *General.* The Springfield Parking Authority is hereby authorized to promulgate, additional rules and regulations appropriate for the implementation of this section, and, if necessary, work with other agencies and departments of the City and State to establish a streamlined process for the permitting of mobile food trucks; provided, however, that such rules and regulations are not inconsistent with the following limitations and restrictions:

- ~~1. No operator of a mobile food truck shall park, stand, or move a vehicle and conduct business within areas of the City where the permit holder has not been authorized to operate;~~
 - ~~2. No permit holder shall possess a permit for a mobile food truck that is not in operation for a period of more than fourteen (14) days without duly notifying and obtaining approval from the Springfield Parking Authority.~~
 - ~~3. The issuance of a permit does not grant or entitle the exclusive use of the service route, in whole or in part, to the mobile food truck permit holder, other than the time and place as approved for the term of the permit;~~
 - ~~4. No mobile food truck shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters, unless a proposal for such seating arrangements is submitted with the permit application and approved by Springfield Parking Authority.~~
 - ~~5. Consumers shall be provided with single service articles, such as plastic forks and paper plates, and a waste container for their disposal. All mobile food trucks shall offer a waste container for public use that the operator shall empty at his own expense.~~
 - ~~6. The permit holder must keep an accurate log indicating that the mobile food truck is serviced at least twice daily by a mobile food commissary for all food, water and supplies and for all cleaning and servicing operations, including the emptying and cleaning of waste containers.~~
 - ~~7. No mobile food truck shall make or cause to be made any unreasonable or excessive noise in violation of Chapter 259 of the Revised Ordinances of the City of Springfield.~~
 - ~~8. All mobile food trucks must be equipped with a permanently mounted global positioning system (GPS) device that meets rules and regulations established by the Committee or its members.~~
 - ~~9. For mobile food trucks on public property, the City reserves the right to temporarily move a mobile food truck to a nearby location if the approved location needs to be used for emergency purposes, snow removal, construction, or other public benefit.~~
- ~~b. *Inspectional Services.* The Health and Human Services Department shall ensure compliance with the State Sanitary Code 105 CMR 590.~~

Application Fee.

- ~~a. *Application Fee.* The application fee for a permit or a renewal of a permit granted by the Committee for the operation of a mobile food truck shall be twelve hundred (\$1200.00) dollars.~~

Prohibition Against the Transfer of a Permit.

- ~~a. *Transfers for Value Prohibited.* No person holding a permit for a mobile food truck shall sell, lend, lease or in any manner transfer a mobile food truck permit for value.~~
- ~~b. *Nonvalue Transfers as Part of the Sale of a Business.* Notwithstanding subsection 279-10 a permit holder may transfer a permit as part of the sale of a majority of the stock in a corporation holding such permit, as part of the sale of a majority of the membership interests of a limited liability company holding such permit, or as part of the sale of a business or substantially all of its assets; provided that there shall be no allocated or actual value for the transfer of the permit.~~
 - ~~1. Prior to any such transfer, the transferor shall notify the Springfield Parking Authority in writing and the transferee shall submit a food truck permit application for approval to the Authority pursuant to the process set forth in subsection 279-5 and any additional rules and regulations promulgated by the Authority.~~
 - ~~2. Any such transfer shall be subject to the terms and conditions of the original permit.~~
- ~~c. *Unauthorized Transfer Voids Permit.* Any unauthorized transfer or attempt to transfer a permit shall automatically void such permit. Whoever violates this provision, including both the transferor and transferee, shall be subject to a fine of three hundred (\$300.00) dollars, pursuant to section 279-5(a). The unauthorized transfer or attempt to transfer of each permit shall constitute a separate violation.~~

Operation of Mobile Food Trucks.

- ~~a. *Operation Without Permit.* Any mobile food truck being operated in the Downtown Area, during the times described in section 40, without a valid mobile food truck permit issued by the Springfield Parking Authority shall be deemed a public safety hazard and may be ticketed and impounded.~~
- ~~b. *Unattended Vehicles Prohibited.* No mobile food truck shall be parked on the street overnight, or left unattended and unsecured at any time food is kept in the mobile food truck. Any mobile food truck which is found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.~~

Enforcement.

- ~~a. *Fine for Violation.* Any permit holder operating a mobile food truck or service in violation of any provision of this section or any rules and regulations promulgated by the Springfield Parking Authority may be subject to a fine of three hundred (\$300.00) dollars per day. Each day of violation shall constitute a separate and distinct offense. The provisions of G.L. c. 40, s. 21D may be used to enforce this section.~~
- ~~b. *Revocation, Suspension, Modification.* Once a permit has been issued it may be revoked, suspended, modified, or not renewed by the Springfield Parking Authority for failure to comply with the provisions of this section or any rules and regulations promulgated by the Authority.~~

~~c. Removal. Any permit holder found in violation of this section or any rules and regulations promulgated by the Springfield Parking Authority may be issued a ticket for violation and the mobile food vehicle may be impounded.~~

~~d. Enforcement. The provisions of this section or any rules and regulations promulgated by the Parking Authority may be enforced jointly by the Springfield Police Department and the Springfield Health and Human Services Department.~~

Severability.

~~If any provision of this section is held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.~~

RESULT: REFERRED TO COMMITTEE

Next: 10/3/2016 7:00 PM

30. Zoning Ordinance (ID # 3653)

Order Amending Article IV, Use Regulations, Section 4.7, by Adding Section 4.7.110, Biomass and Wood Burning Energy Systems

COMMENTS - Current Meeting:

The Ordinance was read to the Council and referred to the planning board.

RESULT: REFERRED TO COMMITTEE

(31.) (ID # 3652) Order Amending Code Chapter 213, Health and Sanitation, To Add Article II, Freshwater Fish Consumption Advisory

AN ORDER AMENDING CHAPTER 213 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING ARTICLE II THEREOF:

ORD. NO. ____

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

Chapter 213 of the Code of the City of Springfield, is hereby amended by adding Article II, Freshwater Fish Consumption, including Sections 213-2 through 213-8 as follows:

ARTICLE II: Freshwater Fish Consumption Advisory

§213-2 Purpose and Intent

Due to the high levels of mercury found in freshwater fish in Massachusetts, the Massachusetts Department of Public Health has established guidelines for the safe consumption of freshwater fish caught in bodies of

water in Massachusetts. Specifically, these safe eating guidelines advise that pregnant women, women who may become pregnant, nursing mothers, and children under the age of twelve, should not eat any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts.

The purpose of this ordinance is to require the City of Springfield to construct and maintain signs informing the public of the Massachusetts Department of Public Health's blanket advisory regarding the high levels of mercury in the state's freshwater fish. The signs will advise the public that women of childbearing age and children under the age of twelve should not consume any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts. These warning signs are necessary to promote the public health and safety of the citizens of the City of Springfield through increased awareness of this mercury contamination.

§213-3 Definitions

3.1 "Bodies of water" refers to any lake, pond, river, stream, tributary, brook, creek, but is not exclusive to the above list.

(i) "Private body of water" refers to any body of water owned by private citizens or companies.

(ii) "Public body of water" refers to any body of water owned by the City of Springfield.

3.2 "Damage/Destruction by natural causes" refers to any damage or destruction caused by weather, natural disaster, deterioration such as rust, damage caused by felled trees, or any other natural wear and tear. This is not an exclusive list. Damage by natural causes does not include any man-made damage to the signs.

3.3 "Established entrance" refers to any commonly used access point and/or highly traveled path to the body of water.

3.4 "Freshwater fish" are species of fish that spend a period of time in their lifecycle including reproductive cycle in rivers, streams, lakes and ponds. Species include but are not limited to: Atlantic Salmon, Black Crappie, Bluegill, Brook Trout, Brown Trout, Catfish, Chain Pickerel, Common Dace, Lake Trout, Largemouth Bass, Muskellunge, Northern Pike,

Pumpkinseed, Rainbow Trout, Smallmouth Bass, White Crappie, and Yellow Perch.

3.5 "Man-made damages" refers to any damage or destruction not naturally caused, including, but not limited to, vandalism.

3.6 "Mercury" is a heavy metal element that in high levels can be toxic to humans.

(i) "Mercury contamination" refers to levels of mercury deemed to be hazardous to life by the Massachusetts Department of Public Health.

§213-4 Regulations

4.1 Warning signs shall be constructed, erected, and maintained in accordance with this ordinance, at every public body of water in the City of Springfield.

4.2 The signs shall be located at every established entrance to a body of water, or within (twenty) feet of the body of water's banks, placed in highly visible areas.

4.3 Each sign shall state, "WARNING - Women of childbearing age, and children under the age of twelve, should avoid consumption of the freshwater fish in these waters due to high levels of mercury and other contaminants." Each signs shall be bilingual; posted in English and Spanish.

4.4 To ensure uniformity of the signs throughout the City of Springfield, the signs shall be in conformance to the type, size, style, color, material, placement, and any other specifications mandated by other applicable City of Springfield ordinances or other binding legal authority.

4.5 The City of Springfield shall be responsible for any and all fees to install and maintain all signs erected in accordance with this ordinance.

§213-5 Exemptions

5.1 Bodies of water privately owned within the City of Springfield limits are exempted from this ordinance, however, are still encouraged to comply. Privately owned bodies of water in compliance with section 3.1 to 3.4 of this ordinance shall have all sign construction

and maintenance fees paid for by the City of Springfield per section 3.5 of this ordinance.

5.2 Freshwater fish that are stocked in lakes, ponds, rivers, streams, tributaries, brooks, or creeks in Massachusetts are deemed safe to consume and thus exempted from this ordinance.

5.3 Any public body of water within the City of Springfield that is tested by the Massachusetts Department of Public Health and found to have safe levels of mercury contaminants for all freshwater fish shall be deemed exempt from this ordinance.

(i) If deemed safe under the section 4.3 exemption, testing must be done every (two years) to maintain exempt status.

5.4 Any public body of water within the City of Springfield that is tested by the Massachusetts Department of Public Health and found to have safe levels of mercury contaminants for some or certain species of freshwater fish, signs shall be amended, as per section 4.5, at said body of water in accordance with the new guidelines.

5.5 Every (two years) signs constructed under this ordinance shall be reviewed for their accuracy, and amended in accordance with section 4.4.

§213-6 Administration and Enforcement

6.1 The City of Springfield shall designate a specific department within the city to construct and maintain these signs.

6.2 The City of Springfield Board on Signs shall approve or disapprove each notice received by the City, relative to an application for the location of a sign.

6.3 Signs constructed in accordance with this ordinance, which are damaged or destroyed through natural causes shall be the responsibility of the department assigned to maintenance by the City of Springfield. The department responsible for maintenance of the damaged sign shall have the authority to recover the costs of replacing the sign from the City of Springfield.

6.4 Signs constructed in accordance with this ordinance, which are damaged or destroyed by man-made

causes shall be the responsibility of the person who is found to have caused the damages. Any such person found to be responsible for damage or destruction of any sign constructed through this ordinance shall pay to the City of Springfield all of the costs for such damage or destruction, including, but not limited to, costs for sign removal and replacement. Failure to pay for damage or destruction may result in legal action against the responsible party for all costs, such as court costs and reasonable attorney fees.

§213-7 Effective Date

This ordinance will take effect on (TBD).

§213-8 Severability

Each separate provision of this ordinance shall be deemed independent of all other provisions herein, and if any provision of this section be declared invalid by a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

RESULT:	FIRST STEP	Next: 10/3/2016 7:00 PM
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32. Zoning Ordinance (ID # 3610)

To Amend the Springfield Zoning Ordinance, Text Enacted, May 28, 2013, Effective August 26, 2013, by Amending: Article 2 Definition of "Buffer Planting Strip", "Lot, Corner", "Front Yard", "Rear Yard"; Article 4, Section(S) 4.3.20, Table 4-2, Table 4-4, Section 4.4.13, 4.4.20, 4.4.71(B) and 4.5.32(2); Article 5, Table 5-1, Section 5.6, 5.2.10, 5.2.80 and 5.3.20; Article 7, Section 7.1.32(C), Table 7-1, Section 7.1.53, 7.3.21, 7.4.21 and 7.4.32; Article 9, Section 9.8.22, 9.3.70 and 9.10.10; Article 11, Section 11.1.14; Article 12, Section 12.1.41 (See Attached for Full Text).

PETITIONER: Springfield Planning Board

ADDRESS: City Wide

CHANGE REQUESTED: See Above

COMMENTS - Current Meeting:

The Ordinance was read to the Council and referred to the planning board.

ATTACHMENTS:

- [3184 City Wide Edits Formal Petition 2016](#) (PDF)

- 3184_Zoning_Amendments_2016_CC (PDF)

RESULT: REFERRED TO COMMITTEE

(33.) (ID # 3603) Order Amending Code Chapter 110, Animals

Chapter 110

ANIMALS

ORD. NO. 3

AN ORDINANCE TO AMEND the Code of the City of Springfield by deleting and repealing Chapter

110 thereof, Animals, and replacing it with a new Chapter 110, to be entitled " Animals", which chapter provides for certain definitions, licenses to be issued by the city, procedures for issuing the licenses, collecting fees, hearings, suspending and revoking licenses and providing penalties for violations of the chapter.

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

1. The Code of the City of Springfield, is hereby amended by deleting and repealing Chapter 110, Animals.

Section 2. The Code of the City of Springfield, is hereby amended by adding thereto a new chapter, to replace Chapter 110 hereinabove, to be Chapter 110, Animals, to read as follows:

§ 110-1	Definitions. Licensing and rabies.	§ 110-9 §	Chief Animal Control Officer;
§ 110-2	Permit for commercial animal	110-10	Advisory and Hearing Committee.
§ 110-3			Dangerous dogs or other animals.
§ 110-4	establishments. License and permit issuance, suspension and revocation.	§ 110-11 § 110-12	Animal waste. Wild animals; performing animal exhibitions; animal on school grounds; swine; animals
§ 110-5	Restraint and control of animals; public nuisances; barking dogs.	§ 110-13	Issuance of citations.
§ 110-6	Impoundment; violation notices.	§ 110-14	Delegation of responsibilities.
§ 110-7	Sterilization.	§ 110-15	Enforcement; recordkeeping.
§ 110-8	Animal care standards.	§ 110-16	Violations and penalties.
		§ 110-17	Payment deadlines and penalties

**§ 110-1.
Definitions.**

As used in this Ordinance, the following terms shall have the following meanings:

ADVISORY AND HEARING COMMITTEE: A committee to be known as the "Animal Advisory and Hearing Committee." The Advisory and Hearing Committee shall be composed of five members: the City Clerk or designee; the Police Commissioner or designee; the President of the City Council or designee; and two persons appointed by the Mayor or designee. All members shall be residents of the City. Committee members shall elect a Chairperson and such other officers as they deem necessary and shall meet monthly or as needed.

ANIMAL: Any live, vertebrate creature, domestic or wild, excluding humans.

ANIMAL CONTROL CENTER: Any facility or shelter operated by or for the City of Springfield, including the Thomas J. O'Connor Animal Control and Adoption Center or its successor, or operated by a humane society, for the purpose of impounding or caring for Animals.

ANIMAL CONTROL OFFICER: Any person designated by the City to enforce this Ordinance or Sections 137 to 174E, inclusive, of Chapter 140 of the Massachusetts General Laws, including but not limited to police officers, special police officers, employees of the Department of Health and Human Services, and agents of the Thomas J. O'Connor Animal Control and Adoption Center or its successor.

ANIMAL, DOMESTIC: Any dog, cat, horse, cow, sheep, goat, pig, domestic fowl, rabbit, guinea pig, ferret, hamster, reptile and any other domesticated Animal.

ANIMAL EXHIBITION: Any display containing one or more Animals which are exposed to public view for entertainment, instruction or advertisement, but excluding circuses, state and county fairs, livestock shows, rodeos, dog and cat shows and competitions, obedience trials and competitions, field trials, and any other fairs and exhibitions intended to advance agricultural arts and sciences.

ANIMAL, LIVESTOCK: Any animal which is ordinarily kept for agricultural purposes and not as pets, such as for the sale or consumption of their meat, eggs, milk, skins, fur, or labor, for profit or otherwise. Livestock animals include, but are not limited to: cattle, horses, swine, sheep, goats, chickens, ducks, geese, and rabbits.

ANIMAL, WILD: Any raccoon, skunk, opossum, squirrel, fox, coyote, turkey, deer, bear, snake, bird or similar Animal wild by nature or found in the wild.

COMMERCIAL ANIMAL ESTABLISHMENT: Any pet shop, shelter, auction, riding school or stable, Zoological Park, circus, Animal Exhibition or Kennel.

DANGEROUS DOG: A dog that either (i) without justification, attacks a person or Domestic Animal causing physical injury or death, or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a Domestic Animal.

GROOMING SHOP: A commercial establishment where Animals are bathed, clipped, plucked, or otherwise groomed.

FERAL/HOMELESS CAT: A cat that exists in a feral, homeless, or untamed state, or one that has returned to an untamed state and is no longer considered domesticated, or one that was previously residing in a home as a domesticated cat that has been abandoned by its owner.

KENNEL: A pack or collection of dogs on a single premise, including a commercial boarding or training kennel, commercial breeder kennel, domestic charitable corporation kennel, personal kennel or veterinary kennel, provided however, that a person may keep up to four dogs, all of which are sterilized, or up to three dogs, any of which are unsterilized, without said dogs being considered a Kennel under this Ordinance.

LICENSING AUTHORITY: The City Clerk or his/her designee or Thomas J O'Connor Animal Control and Adoption Center as provided by the laws of the Commonwealth of Massachusetts.

NUISANCE DOG: A dog that (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity, or (ii) by excessive barking, causing damage or other interference, is disruptive to one's peace and quiet, or (iii) molests or threatens passersby or passing vehicles, or (iv) threatens or attacks Domestic Animals or persons, or (v) trespasses on school grounds or private property, or (vi) is found at large three or more times, as documented by an Animal Control Officer, within a consecutive twelve month period, or (vii) damages public or private property.

OWNER: Any person, firm, corporation or organization owning, keeping, having an interest in, having care, custody or control of, or harboring one or more Animals. An Animal shall be deemed to be harbored if it is fed or sheltered for seven consecutive days or more. If the Owner of an Animal is a minor, the parent(s) or guardian(s) of said minor shall be considered the Owner.

SECURE ENCLOSURE: A Secure Enclosure shall be a minimum of five feet wide, ten feet long, and six feet in height above the grade, with a horizontal top covering said area, all to be at least nine gauge, chain-link fencing with necessary steel supporting posts. The floor shall be at least three inches of poured concrete with the bottom edge of said fencing embedded in the concrete or extending at least one foot below grade. The gate must fit closely and be securely locked or otherwise deemed secured by an Animal Control Officer. If the Secure Enclosure is intended to house a Dangerous Dog or Nuisance Dog, the Owner shall post the Secure Enclosure with a clearly visible warning sign that informs people that there is a Dangerous Dog or Nuisance Dog on the property. The Secure Enclosure must be locked at all times when the dog is unattended by either the Owner or a competent custodian eighteen years of age or older. The enclosure must contain and provide protection from the elements for the dog or other Animals mentioned before and shall comply with MGL c. 272, § 77 and animal standards as detailed in section 110-8 of this chapter.

ZOOLOGICAL PARK: Any facility, other than a pet shop or Kennel, displaying or exhibiting one or more non-Domestic Animals operated by any person, partnership or corporation or any governmental agency in accordance with Massachusetts General Laws.

§ 110-2. Licensing and rabies vaccination.

A. Each Owner of a dog, cat or ferret that is three months of age or older shall cause such dog, cat or ferret to be vaccinated against rabies by a licensed veterinarian using a licensed vaccine according to the manufacturer's directions, and shall cause such dog, cat or ferret to be revaccinated at intervals recommended by the manufacturer. Unvaccinated dogs, cats or ferrets acquired or moved into the Commonwealth shall be vaccinated within thirty days after the acquisition or arrival of such Animal into the Commonwealth or upon reaching the age of three months, whichever occurs last. It shall be the duty of each veterinarian to complete a certificate of rabies vaccination which shall include, but not be limited to, the following information: the Owner's name and address; a description of the Animal, including breed, sex, age, name and distinctive markings; the date of vaccination; the rabies vaccination tag number; the type of rabies vaccine used; the route of vaccination; the expiration date of the vaccine; and the vaccine lot number. A dog, cat or ferret shall be exempt from rabies vaccination if a veterinarian has examined the Animal and has certified in writing that vaccinating the Animal at that time would endanger the Animal's health because of its age, infirmity, disability, illness or other medical considerations. An Animal exempt under this Section must be vaccinated as soon as its health allows.

B. Dog Licenses.

1. In accordance with Massachusetts General Laws, Chapter 140, Section 137, any dogs aged six (6) months or older, that are kept in the City of Springfield for more than sixty (60) days shall be licensed. The license application shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination; or proof of rabies vaccination exemption as defined in part A of this section; and the appropriate fee.
2. Applications for dog licenses shall be made to the Licensing Authority. License applications shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination or proof of rabies vaccination exemption; and the appropriate fee. The Owner of a dog may add descriptive words, not more than ten in number, upon the license form to indicate the color, breed, weight or special markings of the licensed dog.
3. If not revoked, licenses for the keeping of dogs shall be for a period of one year, running from April 1 to March 31. Reapplication for a license may be made up to thirty days prior to April 1.
4. Application for a license must be made within thirty days after obtaining a dog over six months of age or within thirty days after moving a dog into the City. This requirement will not apply to a nonresident keeping a dog within the City for fewer than sixty days.
5. License fee exemptions:
 - a. A license fee shall not be required for seeing-eye dogs, governmental police dogs or service dogs as defined by the Americans with Disabilities Act or regulations

promulgated thereunder.

- b. A license fee shall not be required for dogs owned by a person aged seventy years or over.
 - c. Persons and entities exempt from paying license fees under this section shall nevertheless apply for a license with the Licensing Authority and cause their dogs to wear tags issued by the Licensing Authority.
6. Upon acceptance of the application and license fee, the Licensing Authority shall issue a durable tag stamped with an identifying number and year of issuance. Tags shall be designed so that they may be conveniently fastened or riveted to the dog's collar or harness
7. No license fee or portion thereof shall be refunded because of the subsequent death, loss, spaying, removal from the City of Springfield or Commonwealth of Massachusetts, or other disposal of the dog.
8. Dogs shall be made to wear both rabies and license tags at all times.
9. The Licensing Authority shall maintain records of the identifying numbers of all tags issued, and shall make these records available to the public.
10. License fees for dogs shall be as follows:
 - a. Unneutered/Unspayed dog: \$25.
 - b. Neutered/Spayed dog: \$5. An applicant for a neutered/spayed dog license shall, as a condition of obtaining such license, produce a certificate from the veterinarian who spayed or neutered the dog, or, if such certificate cannot be obtained, a receipt of a bill from the veterinarian who performed such procedure or a statement signed under the pains and penalties of perjury by a veterinarian registered and practicing in The Commonwealth describing the dog and stating that the veterinarian has examined the dog, which appears to have been spayed or neutered and incapable of propagation.
 - c. Dog that has been declared a Dangerous Dog or a Nuisance Dog: \$100.
11. A duplicate license may be obtained upon payment of a replacement fee of \$2.
12. All permitted sources of dogs, including shelters, rescue organizations, pet shops, professional breeders, and veterinarians, operating within the City of Springfield shall notify the Licensing Authority upon the transfer of ownership of any dog. The City Clerk may authorize these permitted sources to register dogs and remit the fees to the City Clerk's office within five days thereafter.
13. All permitted sources administering anti-rabies vaccines to dogs must notify the

Licensing Authority upon administering the anti-rabic vaccine to any such dog.

C. Violations.

1. Owners who fail to obtain a license as required within the time period specified in this Section may be fined not more than \$50.00, separate from any licensing fees owed, and the unlicensed dog may be subject to immediate impoundment.
2. No person may use any dog license for a dog other than for the dog for which it was issued. Violators may be fined not more than \$25.00.
3. Any person keeping a dog in the City of Springfield that does not cause such dog to be vaccinated as required by this section against rabies may be fined not more than \$100.00.

§ 110-3. Permits for Commercial Animal Establishments; Kennel

- A. No person, partnership, or corporation shall operate a Commercial Animal Establishment without first obtaining a permit in compliance with this Ordinance. A permit shall not be issued unless the applicant is in compliance with this Ordinance and applicable state law and pays the applicable permit fee.
- B. There shall not be allowed more than three (3) dogs within a single dwelling unit, unless the keeper of such dogs is granted a license to operate a kennel, in accordance with this chapter, unless all animals in the home have been surgically altered. If all animals in the home are surgically altered, four (4) dogs may be kept within a single dwelling unit, without the need to acquire a license to operate a kennel.
- C. Permits for Commercial Animal Establishments shall be for a period of one year, running from April 1 to March 31. Renewal applications may be made up to thirty days prior to April 1. Application for a permit to establish a new Commercial Animal Establishment under the provisions of this Ordinance may be made at any time. Any person, partnership or corporation operating a Commercial Animal Establishment within the City who fails to license the same by April 1 of each year shall pay a penalty of \$100 per month.
- D. The Advisory and Hearing Committee shall promulgate regulations for the issuance of permits, and shall include requirements for humane care of all Animals and for compliance with the provisions of this Ordinance and ~~other~~ applicable laws. The Advisory and Hearing Committee may amend such regulations from time to time as is deemed desirable for public health and welfare and for the protection of Animals.
- E. If there is a change of ownership of a Commercial Animal Establishment, the new owner may have the current permit transferred to his name upon payment of a transfer fee of \$25.
- F. Annual permits shall be issued upon payment of the applicable fee after inspection by an

Animal Control Officer for each:

1. Kennel authorized to house fewer than ten dogs: \$50.
 2. Kennel authorized to house ten or more but fewer than fifty dogs: \$100.
 3. Kennel authorized to house fifty or more dogs: \$150.
 4. Zoological Park: \$100.
 5. Circus: \$150.
 6. Animal Exhibition: \$100.
 7. Grooming Shop: \$50.
 8. No fee is required for any: veterinary hospital or clinic, animal shelter or governmentally operated zoological park. Permits will be issued without charge.
- G. Every facility at a different address regulated by this Ordinance shall be considered a separate enterprise and shall require a separate permit.
- H. Operators of Kennels may elect to license dogs individually.
- I. Failure to obtain a permit before opening any facility covered in this Ordinance shall result in a fine of up to \$200.
- J. Any Commercial Animal Establishment which has a change in the category under which a permit was issued shall be subject to reclassification, and appropriate adjustment of the permit fee shall be made.
- K. A dog under the age of six months shall not be counted in determining the number of dogs kept in a Kennel under this Section.

§ 110-4. License and permit issuance, suspension and revocation; illegal kennel

- A. The City or Licensing Authority may revoke any permit or license granted under this Ordinance if the person holding the permit or license refuses or fails to comply with this Ordinance, regulations promulgated by the City or any law governing the protection and keeping of Animals.
- B. Any person whose permit or license is revoked shall, within ten days thereafter, be responsible for the placement or humane disposal of all Animals owned, kept or harbored, and no part of the permit or license fee shall be refunded. Failure to place or humanely dispose of any Animal kept or harbored shall result in a fine of up to \$200 per animal.
- C. It shall be a condition of the issuance of any permit or license that an Animal Control Officer be permitted to inspect all Animals and the premises where Animals are kept at

any reasonable time with reasonable notice. If permission for such inspections is refused, such permit or license of the refusing Owner may be refused, suspended or revoked by the Licensing Authority.

- D. If an applicant for a license or permit has withheld or falsified any information on the application, the Licensing Authority may refuse, suspend or revoke such license or permit.
- E. No person who has been convicted of any crime involving cruelty to Animals shall be issued a permit or license of any kind under this Ordinance for a period of five years from the date of conviction.
- F. Any person having been denied a license or permit may reapply after the conditions upon which denial was based have been corrected. Each reapplication shall be accompanied by a fee of \$25.

§ 110-5. Restraint and control of Animals; public nuisances; barking dogs.

- A. All Animals, with the exception of sterilized cats, shall be kept under restraint when in public.

Restraint shall mean a leash, lead, or other physical restraint. Dogs must be on a leash not more than six feet long, except in cases where the dog is under voice control of a person, that person has a leash in his possession and the dog is confined in a fenced-in area or pen.

- B. Every owner or keeper of an animal shall exercise proper care and control of their animals to prevent them from becoming a public nuisance. Further, persons who feed or care for wild animals, including feral cats, shall not cause such animals to become a public nuisance. An animal found to be a public nuisance may be impounded by an Animal Control Officer, as set forth in this Chapter. Animal nuisance behaviors include, but are not limited to:

- 1. Molesting or attacking persons, animals or vehicles without provocation;
- 2. Repeated trespassing on public or private property, including school grounds;
- 3. Repeatedly being found at large, outside of confinement or off restraint;
- 4. Causing offensive odors through accumulated waste or other reason that is detectable from the public way, any right of way, or adjoining properties;
- 5. Allowing an animal which tests positive for a communicable disease (for example, feline leukemia, parvovirus, distemper) to interact with other animals in such a manner as to increase the likelihood of the spread of such disease;
- 6. Barking, whining, howling, or other noises natural to such animal's species in an excessive, continuous, or untimely fashion, where such noise is plainly audible at a distance of one hundred (100) feet from the building, premises, or vehicle

housing said dog, and such noise is continuous for ten minutes or more, so as to disturb the peace or otherwise be disruptive to any person's quiet enjoyment of property, comfort, or repose;

7. Obstructing any public way or private way, or distracting drivers upon the public way;

8. Any other circumstances affecting the health or safety or the public or other animals as determined by an Animal Control Officer or the Board of Health.

C. The Owner of a reproductively whole dog or cat over the age of six months found to be at large shall be subject to a fine of \$100 per violation.

1. The Owner of the dog or cat shall have the option of paying this fine of \$100 or, in the alternative, the Owner may, within ten days of the violation, have the dog or cat spayed or neutered. If the Owner elects to have the dog or cat spayed or neutered, the Owner shall present proof of same to the City Clerk in lieu of payment of the fine. The City Clerk, upon receipt of proof that the dog or cat has been spayed or neutered, shall waive the \$100 fine. Proof requires written verification by the veterinarian who performed the sterilization that the dog or cat has been sterilized.

2. If a reproductively whole dog or cat is found to be at large on three occasions, as documented by an Animal Control Officer, the Animal shall be surgically sterilized and microchipped before being returned to the Owner. The Owner shall bear all costs associated with this service and the fine of \$100 shall be imposed.

3. The Chief Animal Control Officer may waive the sterilization requirement if he/she finds that the Animal's health may be endangered by the sterilization procedure (examples include an old Animal or an Animal in poor health).

C. It shall be unlawful for any person owning, keeping, harboring, or possessing any Animals to permit the same to go at large any time within the limits of the City, to the damage or annoyance of any of the residents of the City.

D. In accordance with MGL Chapter 134, Section 2-6, any stray animal found within the City of Springfield shall be reported to and impounded at the Thomas J O'Connor Animal Control and Adoption Center immediately and for the duration of the legally required stray hold.

E. Violations.

1. An owner of an animal covered by this section that allows such animal to become a public nuisance, including but not limited to failure to properly restrain or confine said animal may be fined:

a. Not more than \$50.00 for a first offense;

b. Not more than \$100.00 for a second offense;

c. Not more than \$300.00 for a third or subsequent offense;

- d. Each day that a violation occurs shall be deemed a separate offense. Following a third offense, any license to keep animals may be revoked, and the offending animal may be impounded.
2. Failure to properly restrain an animal covered by this Section which is found to be reproductively whole shall result in the owner of such animal to be fined an additional \$100.00.
3. Failure to properly restrain an animal covered by this Section which results in such animal entering upon school property shall result in an additional fine to the owner of such animal an amount not more than \$50.00.

§ 110-6. Impoundment; violation notices.

A. Impoundment.

1. Any Animal found at large or determined to be a public nuisance may be taken
by
Animal Control Officers, Board of Health agents, or Police Officers and impounded and confined in a humane manner.
2. An Animal Control Officer, Animal Control Center or veterinarian with custody of an impounded or stray Animal shall make a reasonable attempt to contact the Owner of such Animal if the Owner can be identified.
3. An Animal Control Center or veterinarian may, in its sole discretion, administer veterinary care to sick or injured Animals impounded under Section 110-6(A). If the Owner of the Animal can be identified, the Owner shall be responsible for payment of such veterinary expenses.
4. If the Owner of an Animal impounded under Section 110-6(A) has not reclaimed it within seven days of the date of the impoundment, or any lesser minimum period permitted by the General Laws of the Commonwealth, an Animal Control Officer may release the Animal for adoption or humanely euthanize the Animal. If a licensed veterinarian states in writing that the Animal is in significant pain and has no reasonable chance of recovering or having a good quality of life, the Animal may be humanely euthanized at any time. The City shall not be liable for any disposition of Animals in accordance with this section.
5. Except as otherwise provided in this Ordinance, the Owner of any impounded Animal may redeem the Animal, upon payment to the City of the following:
 - a. An impound fee of \$40.00 for each Animal redeemed;
 - b. A boarding fee of \$15.00 per Animal or \$22.00 for bite quarantine or dangerous/nuisance animal, per day;
 - c. All outstanding fines, except for any fine of which a timely appeal is pending;
 - d. All veterinary charges, drugs and other medical expenses;

- e. The cost of sterilization, if applicable;
- f. The cost of rabies vaccination, if applicable; and g. The cost of license and registration, if applicable;
- h. The cost of microchip implantation and registration, if applicable. At the request of the Owner, the Animal Control Center shall provide an itemized list of charges.
- i. An animal which has been seized following a bite or other violent incident shall be quarantined and confined from contact with persons or other animals for not less than ten (10) days:
 - 1. In the home of the owner of the animal if owner proves that the animal has been vaccinated for rabies;
 - 2. In an animal control center if the owner is unable to prove that the animal has been vaccinated for rabies and/or the owner of the animal is unable to manage or confine the animal in interest of public safety

§ 110-7. Sterilization.

The Thomas J. O'Connor Animal Control and Adoption Center shall not release a dog or cat for adoption without first sterilizing the dog or cat, except where a veterinarian states in writing that sterilization would place the dog or cat at considerable risk due to poor health.

§ 110-8. Animal care standards.

- A. Owners shall provide each of their animals with sufficient good and wholesome food and water, proper shelter, protection from the weather; veterinary care when needed to prevent suffering, and otherwise humane care and treatment.
- B. A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
 - 1. inside a pen, if the following conditions are met:
 - a. the pen shall have adequate space for exercise with a dimension of at least one hundred square feet; provided, however, that commercial dog kennels with pens intended for the temporary boarding of dogs shall be exempt from this requirement;
 - b. the pen is constructed with chain link or other similar material as determined by the Building Inspector, with all sides enclosed;

- c. the minimum height of the fence shall be adequate to successfully confine the dog;
- 2. a fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
- 3. a trolley system or a tether attached to a pulley in a cable run, if the following conditions are met:
 - a. only one dog shall be tethered to each cable run;
 - b. the tether shall be attached to a properly fitting collar or harness worn by the dog, with enough room to fit two adult fingers between the collar and the dog's throat; provided, however, that a choke collar or pinch collar shall not be used to tether a dog to a cable run;
 - c. there shall be a swivel on at least one end of the tether to minimize tangling of the tether;
 - d. the tether and cable run must each be at least ten feet in length. The cable must be mounted at least four feet but not more than seven feet above ground level; and
 - e. the length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times as described in section 110-8(C);
 - f. the tether system shall be of appropriate configuration to confine the dog to the Owner's property, to prevent the trolley system or tether from extending over an object to an edge that could result in injury to or strangulation of the dog and to prevent the trolley system or tether from becoming tangled with other objects or animals.
 - g. No person shall tether a dog for more than eight (8) out of every twenty-four (24) hours. No dog under the age of six (6) months shall be tethered outside for any length of time.
- C. A person owning or keeping a dog confined outside in accordance with this Ordinance shall provide the dog with access to clean water and appropriate dog shelter. The dog shelter shall allow the dog to remain dry and protected from the elements and shall be fully enclosed on at least three sides, roofed and have a solid floor and be sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of weather elements. The shelter shall contain clean bedding and shall be small enough to retain the dog's body heat and large enough to allow the dog to stand, lie down and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage shall be provided so that water, ice or waste is not standing in or around the shelter.
- D. No person shall keep or place an animal in a location that would cause an unreasonable risk of

injury or death to the Animal or subject them to “cruel conditions” which shall include, but not be limited to, the following.

1. leaving an Animal unattended in a stationary or parked car shall be prima facie evidence of keeping an Animal in a location that causes an unreasonable risk of injury or death. The above stated officials may use reasonable force to remove the Animal from the vehicle, including, but not limited to, breaking the windows of the vehicle.
 2. filthy and dirty confinement conditions including, but not limited to, exposure to excessive animal waste, garbage, dirty water, noxious odors, dangerous objects that could injure or kill an Animal upon contact or other circumstances that could cause harm to a Animal's physical or emotional health;
 3. extreme weather, including but not limited to times when a heat or cold advisory is in effect and times when an extreme weather advisory has been issued for the area; and
 4. taunting, prodding, hitting, harassing, threatening or otherwise harming a tethered or confined dog.
- E. No person shall beat, cruelly treat, torment, overload, overwork, or otherwise abuse an Animal, or cause, instigate or permit any dog fight, cock fight, or bullfight, or any other combat between Animals or between Animals and humans.
- F. If an Animal is found to be in a location that causes an unreasonable risk to the animal, an Animal Control Officer or a Police Officer may use reasonable force to remove the animal from the dangerous situation and impound said animal as necessary.
- G. A person who violates this section shall, for a first offense, be issued a written warning or punished by a fine of not more than \$50, for a second offense, be punished by a fine of not more than \$100 and for a third or subsequent offense, be punished by a fine of not more than \$300, and be subject to impoundment of the dog in a local shelter at the Owner's expense pending compliance with this section, or loss of ownership of the dog.

§ 110-9. Chief Animal Control Officer; Animal Control Officers; Advisory and Hearing Committee.

- A. The City, through the Mayor or designee, shall appoint a Chief Animal Control Officer, whose primary responsibilities shall include the enforcement and implementation of this Ordinance or any rules and regulations promulgated thereunder. The Chief Animal Control Officer shall be responsible for coordinating and administering the City's animal control activities in accordance with any goals, policies, and procedures established by the Springfield City Council or Department of Health and Human Services, and shall be under the direction and supervision of the Mayor.
- B. No person shall interfere with, molest, hinder or abuse an Animal Control Officer in the exercise of official duties. A person who violates this section shall be fined not less than

\$300.00.

C. Advisory and Hearing Committee. The Advisory and Hearing Committee shall have the power to:

1. meet monthly or at such times as the Chairperson or a majority of the Committee deems necessary;
2. study, review and issue written reports on issues dealing with dogs or other Animals in the City;
3. make recommendations to the Mayor and the City Council for the improvement of Ordinances of the City as they relate to dogs and other Animals in the City;
4. impose fines for violations of this Ordinance and set the amount of fines where not specifically provided by this Ordinance, provided however, that no fine imposed under this Ordinance shall exceed \$300 per violation;
5. hold hearings to determine whether a dog is a Dangerous Dog or a Nuisance Dog, and to review orders to destroy; and
6. make rules and regulations, not inconsistent with this Ordinance and state and federal law, for the efficient and orderly conduct of their business and the control and care of Animals in the City.

§ 110-10. Dangerous Dogs and Nuisance Dogs

A. Any person may file a complaint in writing to the Advisory and Hearing Committee within 30 days of incident occurrence that a dog owned or kept in the City is a Nuisance Dog or a Dangerous Dog. To consider declaring a dog a Nuisance Dog or a Dangerous Dog, an Animal Control Officer of the City may initiate a special hearing before the Advisory and Hearing Committee to consider any evidence collected and take charge of and impound the Animal. The Animal Control Center shall notify the Owner of the dog by certified letter, or Sheriff's Department hand delivery of such special hearing, and the Owner may attend and have an opportunity to be heard. Special hearings under this Section shall be public meetings under the laws of the Commonwealth of Massachusetts. At this special hearing, the Advisory and Hearing Committee will determine whether to declare such dog a Nuisance Dog or a Dangerous Dog, based on the facts presented and the definition of the terms "Dangerous Dog" and "Nuisance Dog" in Section 110-1. If the dog is declared a Nuisance Dog or Dangerous Dog, the City Clerk shall notify the abutter(s) next door and across the street by regular mail and in the classified section of the local newspaper (i.e., Animals: dogs and cats section) of such finding at the Owner's sole expense. No dog shall be declared a Dangerous Dog:

1. Solely based upon growling or barking;
2. based upon the breed of the dog; or
3. If the dog was reacting to another Animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- a. the dog was protecting or defending itself, its offspring, another Animal or a person from assault or attack;
- b. the person who was attacked or threatened by the dog was committing a crime upon the person or property of the Owner of the dog;
- c. the person who was attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
- d. at the time of the attack or threat, the person or Animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or Animal was not authorized by the Owner of the premises to be within such enclosure including but not limited to a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided however that if a person is under the age of seven, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

B. Dogs declared to be Nuisance Dogs or Dangerous Dogs.

1. If the Advisory and Hearing Committee deems a dog to be a Nuisance Dog or a Dangerous Dog, the Committee may order one or more of the following:
 - a. that the dog be humanely restrained;
 - b. that the dog be confined to the premises of the Owner of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the Owner; provided however, that such confinement shall comply with Section 110-8 of this Ordinance;
 - c. that whenever the dog is removed from the premises of the Owner, the dog shall be securely and humanely muzzled and restrained with a leash having a minimum tensile strength of three hundred pounds and not exceeding three feet in length;
 - d. that the animal shall be surgically sterilized and microchipped with the microchip registered to the City, with all costs associated with these services to be borne by the Owner;
 - e. that the Owner construct, within two weeks from the date of decision, a Secure Enclosure to house the dog when it is in the Owner's yard. The Advisory and Hearing Committee may order that, during the construction period, the dog be publicly impounded at an animal shelter or a private veterinary hospital until the Secure Enclosure is constructed. The effectiveness of the Secure Enclosure shall be subject to approval and periodic inspections by an Animal Control Officer, as deemed necessary. The fee for said inspection shall be \$75. If the Owner is found violating the Secure Enclosure requirements, immediate public impoundment of the dog shall be done by the Animal Control Center during the time the violation continues to exist, and the Owner shall bear all cost(s) for such public impoundment. The fine for such violation shall be \$200 per day;

- f. that ownership of the dog may not be transferred unless the transfer of ownership is to an adult residing within the same residence and said dog shall remain housed solely at that residence;
 - g. that, if the Owner of the dog fails to appear at a hearing in front of the Advisory and Hearing Committee and the dog is declared a Dangerous Dog, the dog shall be impounded and/or euthanized; and/or
 - h. that the dog be humanely euthanized, immediately, or summarily upon the Owner's failure to comply with conditions imposed by the Advisory and Hearing Committee.
 - i. Any other order that the Hearing Committee deems appropriate or necessary to protect the public the public from the dangerous or nuisance dog.
- C. If a dog which has been found to be a nuisance dog or dangerous dog has no additional incidences of nuisance or dangerous behavior within a thirty-six (36) month period from the date of decision, the dog shall be removed from the list of nuisance and dangerous dogs. An owner of a nuisance or dangerous dog can request in writing to the Hearing Committee that the dog be removed from the list of nuisance or dangerous dogs prior to the expiration of the thirty-six (36) month period. The Hearing Committee may, but is not required to, remove a designation of nuisance or dangerousness if they are satisfied that there has been a change of circumstances or measures taken by the owner, such as training, that have mitigated the risk to public safety.
- D. Any and all costs for the impounding of a Dangerous Dog will be borne by the Owner unless determined otherwise by the Advisory and Hearing Committee or court of final appeal. An Owner reclaiming a Dangerous Dog shall pay an administrative fee of \$40, plus the following costs, where applicable:
 - 1. a boarding fee of \$22 per dog, per day;
 - 2. all outstanding fines, except for any fine for which a timely appeal is pending;
 - 3. all veterinary charges, drug and other medical expenses;
 - 4. the cost of sterilization;
 - 5. the cost of rabies vaccinations;
 - 6. the cost of license and registration; and
 - 7. the cost of microchip implantation and registration; and
 - 8. the cost of euthanasia and disposal.

§ 110-11. Animal waste.

- A. The Owner or person in possession of any Animal shall be responsible for the removal

of any fecal matter deposited by such Animal(s) on public walks, recreation areas or private property.

- B. The Owner or person in possession of any Animal on any public walk, street, recreation area or private property, shall possess the means of removal of any fecal matter left by such Animal.
- C. For the purpose of this section, the means of removal shall include any tool, implement or other device carried for the purpose of picking up or containing such fecal matter.
- D. Any Owner or person in possession of an Animal who fails to comply with the provisions of this section shall be subject to a fine in the amount of \$50 for the first offense, \$100 for the second offense, and \$300 for the third and subsequent offenses.

§ 110-12. Wild Animals; Livestock Animals.

- A. No person shall keep or permit to be kept on his premises any wild, wild-domestic hybrid, or vicious animal as a pet, for display, or for exhibition purposes. This section shall not be construed to apply to zoological parks, animal exhibitions, circuses, or approved Trap-Neuter-Return programs, as defined in this Chapter.
- B. No person shall provide food or sustenance to wild animals, including unsterilized feral, stray, or community cats, in such a manner that would cause a public health or safety risk, or cause a nuisance as defined in this Chapter.
- C. An Animal Control Officer may remove any animals kept in violation of this section and either release such animal into its natural habitat or place it in a suitable facility.
- D. No person shall keep any livestock animals on their property except as otherwise allowed by Springfield Zoning Ordinance or state law. An Animal Control Officer may seize and impound any animals kept in violation of this Section or Springfield Zoning Ordinance, as defined by this Chapter and place it in a suitable facility.
- E. Violations.
 - 1. Any person who keeps, feeds, or shelters an animal in violation of this section shall be subject to a fine of not more than:
 - a. \$50.00 for the first violation;
 - b. \$100.00 for the second violation; and
 - c. \$300.00 for the third or subsequent violations.

§ 110-13. Warnings; Notices of Violation; Issuance of Citations; Appeals.

- A. Animal Control Officers shall be authorized to issue warnings, notices of violations, orders, citations, fines, and penalties for violations of this Chapter.
- B. A warning or notice of violations shall be construed to be an order of the City of Springfield to comply with this Chapter or the laws and regulations of the state of

Massachusetts. Repeated failure to comply with such orders is grounds for revocation of any licenses or permits granted under this Chapter and or impoundment of any animals owned or kept.

- C. The Animal Control Officer may seek enforcement of orders, citations, fines and penalties for violations of this Chapter either through application for a criminal complaint or by seeking a non-criminal disposition in the Springfield District Court.
- D. Fines, Fees, Charges.
1. A citation, fine or penalty may be issued by the Animal Control Officer for violations of this Chapter with or without a written warning or notice of violation, including for a first offense.
 2. All fines, fees, and charges under this Chapter shall be due and payable twenty-one (21) calendar days from the date printed on the citation, notice or bill. In the absence of a citation, notice or bill, fines, fees and charges issued under this Chapter shall be due and payable within twenty-one (21) calendar days of the date of service or violation.
 3. Failure to pay any fine, fee or charge within twenty-one (21) calendar days shall result in an additional late fee of \$25.00 for each individual fine, fee or charge.
 4. Persons who are assessed fines, fees or charges shall make payment to the Licensing Authority.
 5. Outstanding fines, fees or charges and associated late fees shall become a municipal lien against the property of the person issued the fine, fee or charge, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 58. Further, no license under this Chapter shall be issued unless all outstanding fines, fees or charges and associated late fees have been paid in full.
- E. Appeals.
1. A person aggrieved by an action or decision of the Animal Control Officer or the Hearing Committee may appeal to the Springfield District Court by making application within twenty-one (21) days of the decision, ticket, or notice of violation.

RESULT:**REFERRED TO COMMITTEE****Next: 10/3/2016 7:00 PM****ATTACHMENTS:**

- Summary of Proposed Changes to Code Chapter 110, Animals (PDF)
- Revised Code Chapter 110, Animals (PDF)

Suspension of Rules



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3642

1

July Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

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

For the period ended
07/31/16

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	185,958,317	\$ 37,380,983	\$ (148,577,334)	20%
Real Estate & Personal Property Taxes - Tax Liens	-	184,496	184,496	0%
Motor Vehicle Excise	9,900,000	554,143	(9,345,857)	6%
Penalties, interest and other taxes	5,156,657	107,662	(5,048,995)	2%
Charges for Services	13,024,231	1,305,734	(11,718,497)	10%
Intergovernmental	370,207,357	30,260,225	(339,947,132)	8%
MSBA Payments	10,696,808	-	(10,696,808)	0%
Licenses and Permits	10,533,003	3,016,685	(7,516,318)	29%
Fines and Forfeits	479,116	34,857	(444,259)	7%
Interest earned on Investments	1,346,859	43,843	(1,303,016)	3%
Miscellaneous	9,505,615	265,131	(9,240,484)	3%
FY 2016 Net School Spending Shortfall (a.)	2,000,000	2,000,000	-	100%
Total Revenues and Other Sources	618,807,963	75,153,760	(543,654,203)	12%
Expenditures and Other Uses:				
General government	21,912,729	2,872,364	19,040,365	13%
Public safety				
Police	43,166,081	2,832,488	40,333,593	7%
Fire	21,316,555	1,799,621	19,516,934	8%
Centralized Dispatch	1,909,826	133,699	1,776,126	7%
Other	3,993,453	374,346	3,619,107	9%
Health and Welfare	4,738,092	247,074	4,491,018	5%
Public works	10,054,484	4,102,016	5,952,468	41%
Education	396,423,973	44,688,075	351,735,898	11%
Culture and recreation	12,686,840	1,583,018	11,103,821	12%
Pension and fringe	58,368,139	33,540,230	24,827,908	57%
State and district assessments	3,519,143	306,669	3,212,474	9%
Debt Service	34,070,027	653,018	33,417,009	2%
Pay as you go Capital	3,362,442	-	3,362,442	0%
Other Financing Use - Trash Enterprise Supplement	3,286,181	3,286,181	-	100%
Total Expenditures and Other Uses	618,807,963	96,418,798	522,389,165	16%
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	\$ (21,265,038)	\$ (21,265,038)	

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
07/31/16

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	21,912,729	-	21,912,729	2,289,790	582,574	19,040,365	13%
Public safety							
Police	43,166,081	-	43,166,081	2,552,138	280,349	40,333,593	7%
Fire	21,316,555	-	21,316,555	1,455,965	343,656	19,516,934	8%
Centralized Dispatch	1,909,826	-	1,909,826	133,699	-	1,776,126	7%
Other	3,993,452	-	3,993,453	160,447	213,899	3,619,107	9%
Health and Welfare	4,738,092	-	4,738,092	276,161	(29,087)	4,491,018	5%
Public works	10,054,484	-	10,054,484	3,422,624	679,392	5,952,468	41%
Education	394,423,973	2,000,000	396,423,973	22,844,843	21,843,232	351,735,898	11%
Culture and recreation	12,686,840	-	12,686,840	1,136,735	446,283	11,103,821	12%
Pension and fringe	58,368,139	-	58,368,139	32,550,230	990,000	24,827,908	57%
State and district assessments	3,519,143	-	3,519,143	306,669	-	3,212,474	9%
Debt Service	34,070,027	-	34,070,027	653,018	-	33,417,009	2%
Pay as you go Capital	3,362,442	-	3,362,442	-	-	3,362,442	0%
Other Financing Use - Trash Enterprise Supplement	3,286,181	-	3,286,181	3,286,181	-	-	100%
Total Expenditures and Other Uses	616,807,963	2,000,000	618,807,963	71,068,500	25,350,299	\$22,389,165	16%



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3641

2

June Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

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

For the period ended 06/30/16				
Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 177,910,553	\$ 174,932,850	\$ (2,977,704)	98%
Real Estate & Personal Property Taxes - Tax Liens	-	2,679,712	2,679,712	0%
Motor Vehicle Excise	9,800,000	10,857,876	1,057,876	111%
Penalties, interest and other taxes	5,153,730	4,353,398	(800,332)	84%
Charges for Services	13,140,997	13,573,691	432,694	103%
Intergovernmental	356,522,088	356,111,325	(410,763)	100%
MSBA Payments	12,694,418	12,694,418	-	100%
Licenses and Permits	7,084,500	5,122,944	(1,961,556)	72%
Fines and Forfeits	450,180	501,702	51,522	111%
Interest earned on Investments	1,346,859	1,505,573	158,714	112%
Miscellaneous	10,730,568	11,767,669	1,037,101	110%
FY 2015 Net School Spending Shortfall (a.)	9,513,484	9,513,484	-	100%
Stabilization Reserves	350,184	350,184	-	100%
Other Financing Sources	494,238	494,238	-	100%
Total Revenues and Other Sources	605,191,799	\$ 604,459,064	\$ (732,735)	100%
Expenditures and Other Uses:				
General government	\$ 21,414,009	\$ 20,153,329	\$ 1,260,680	94%
Public safety				
Police	41,251,354	40,151,904	1,099,451	97%
Fire	20,413,297	20,018,463	394,835	98%
Centralized Dispatch	1,863,958	1,852,754	11,204	99%
Other	3,615,627	3,508,536	107,091	97%
Health and Welfare	4,830,997	4,155,577	675,420	86%
Public works	9,987,467	9,488,922	498,545	95%
Education	388,243,766	387,807,273	436,493	100%
Culture and recreation	12,153,809	11,852,409	301,400	98%
Pension and fringe	55,732,636	55,282,799	449,837	99%
State and district assessments	3,314,735	3,314,735	-	100%
Debt Service	36,395,462	36,183,041	212,421	99%
Pay as you go Capital	1,011,455	986,310	25,146	98%
Transfer Out - Capital Project Fund Pay Go	921,050	921,050	-	100%
Other Financing Use - Trash Enterprise Supplement	4,042,175	4,042,175	-	100%
Total Expenditures and Other Uses	605,191,799	599,719,276	5,472,523	99%
Excess (deficiency) of revenues and other sources over expenditures and other uses	\$ -	\$ 4,739,789	\$ 4,739,789	

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

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
06/30/16

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,657,285	1,756,724	21,414,009	19,492,284	661,045	1,260,680	94%
Public safety							
Police	41,251,354	-	41,251,354	40,100,895	51,009	1,099,451	97%
Fire	21,413,297	(1,000,000)	20,413,297	19,952,651	65,812	394,835	98%
Centralized Dispatch	1,828,958	35,000	1,863,958	1,844,873	7,880	11,204	99%
Other	3,725,627	(110,000)	3,615,627	3,437,388	71,147	107,091	97%
Health and Welfare	4,845,997	(15,000)	4,830,997	4,150,733	4,844	675,420	86%
Public works	9,987,467	-	9,987,467	9,254,651	234,271	498,545	95%
Education	378,568,673	9,675,093	388,243,766	370,777,252	17,030,020	436,493	100%
Culture and recreation	12,030,929	122,880	12,153,809	11,466,113	386,296	301,400	98%
Pension and fringe	55,932,636	(200,000)	55,732,636	55,262,799	20,000	449,837	99%
State and district assessments	3,299,435	15,300	3,314,735	3,241,857	72,878	(0)	100%
Debt Service	36,395,462	-	36,395,462	36,183,041	-	212,421	99%
Pay as you go Capital	1,932,506	(921,050)	1,011,455	658,137	328,173	25,146	98%
Transfer Out - Capital Project Fund Pay Go	-	921,050	921,050	921,050	-	-	100%
Other Financing Use - Trash Enterprise Supplement	4,042,175	-	4,042,175	4,042,175	-	-	100%
Total Expenditures and Other Uses	594,911,802	10,279,997	605,191,799	580,785,901	18,933,375	5,472,523	99%

Attachment: June Revenue Vs. Expenditure Report (3641 : June Revenue Vs. Expenditure Report)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 09/12/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3628

TABLED

PETITION (ID # 3628)

Mobilitie Utility Petition

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 16, 2016

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

The Board of Public Works, to which was referred the petition of Mobilitie dated July 11, 2016 to install a high-speed network antenna on Benton Street. One network antenna will be install south side of Benton Street, to be located on the tree belt approximately fifty five (55') feet from State Street southeasterly direction. The purpose of the high speed network antenna is to provide wireless service around the area, all as substantially shown on a plan attached, referred to CT90XS528B Benton Street, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above public ways for the purpose of making connections with the 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 15, 2016 at 5:00 P.M. at the parking lot of #1219 State 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 high speed wireless network service to the business around the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____))
 _____)) BOARD OF PUBLIC WORKS

Petition (ID # 3628)

Meeting of September 12, 2016

RESULT: CONTINUE

Next: 10/3/2016 7:00 PM

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

DATE: July 28, 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 15, 2016

NOTICE OF MEETING

Monday, August 15, 2016 —, At the parking lot of #1219 State Street, Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

MOBILITIE

New Business: Benton Street

HEARING RE: To install new utility pole to
Provide high-speed network.

Attachment: 8-15-2016 notice MOBILITIE (3628 : Mobilitie Utility Petition)

SITE ID: 9MAB000076
CT90XS528B
BENTON ST &
STATE ST
SPRINGFIELD, MA 01109



925B PEACHTREE ST. NE,
SUITE 710
ATLANTA, GA 30309
PHONE: (312) 638-5400

PROJECT NO:	ER600201
DRAWN BY:	J. BRAZA
CHECKED BY:	S. BO

DIG ALERT



TWO WORKING DAYS BEFORE YOU DIG

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OF EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SITE INFORMATION

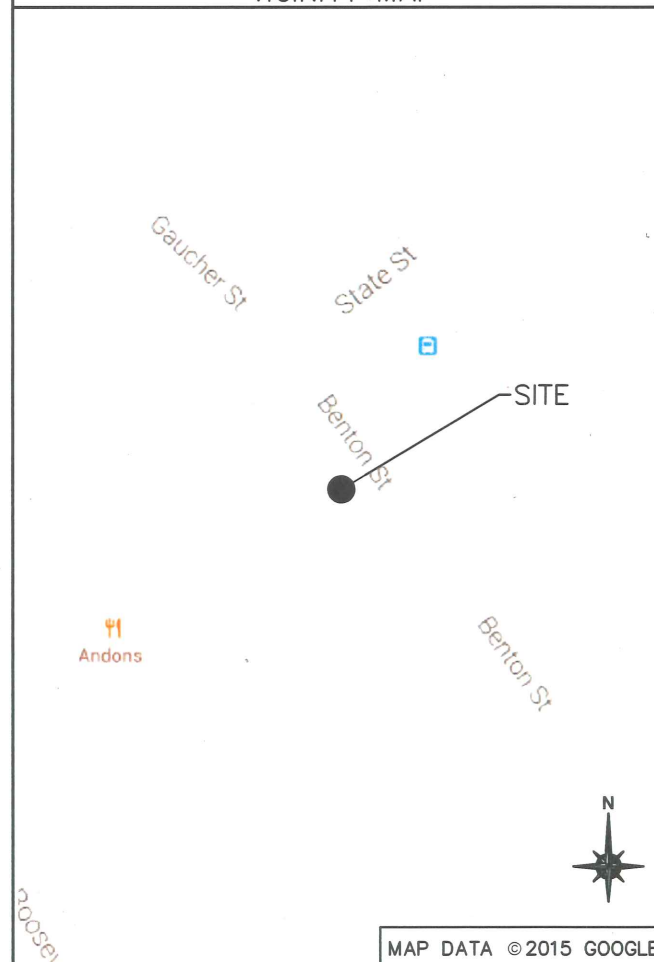
PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
ADDRESS/CROSS ST:	BENTON ST & STATE ST
APPLICANT:	MOBILITIE, LLC
APPLICANT ADDRESS:	925B PEACHTREE ST. NE, SUITE 710 ATLANTA, GA 30309 PHONE: (312) 638-5400
LATITUDE:	42° 6' 58.05" N (42.116124)
LONGITUDE:	72° 32' 58.58" W (-72.549606)
LAT/LONG TYPE:	NAD 83
GROUND ELEVATION:	± 199' AMSL
COUNTY:	HAMPDEN COUNTY
JURISDICTION:	CITY OF SPRINGFIELD

BEFORE SCALING:

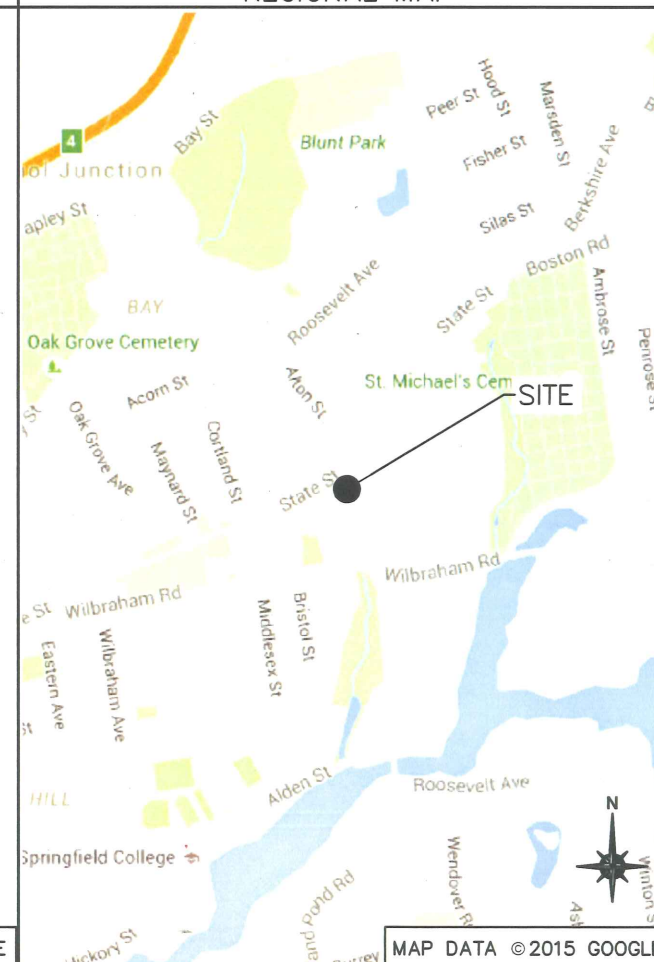
CONTRACTORS SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

LOCATION MAPS

VICINITY MAP



REGIONAL MAP



PROJECT DESCRIPTION

END USER PROPOSES TO INSTALL EQUIPMENT ON A PROPOSED WOOD UTILITY POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL PROPOSED BACKHAUL TRANSPORT EQUIPMENT ON A PROPOSED WOOD UTILITY POLE

CODES

2015 INTERNATIONAL BUILDING CODE
2014 NATIONAL ELECTRICAL CODE

DRAWING INDEX

SHEET NO:	SHEET TITLE
0.0	TITLE SHEET
1.0	SITE PLAN & EXHIBIT PHOTO
2.0	POLE ELEVATIONS
2.1	POLE ELEVATIONS
3.0	ANTENNA & EQUIPMENT MOUNTING DETAILS
3.1	ANTENNA & EQUIPMENT DETAILS
4.0	ELECTRICAL DETAILS
5.0	GROUNDING DETAILS
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
6.0	TRAFFIC CONTROL PLAN
6.1	TYPICAL PEDESTRIAN / WORKER SAFETY PLAN

ARCHITECT/ENGINEER

JACOBS ENGINEERING GROUP, INC.
5449 BELLS FERRY ROAD
ACWORTH, GA 30102
CONTACT: KARL KRATINA
PROJECT MANAGER
TEL: (678) 460-1416
FAX: (770) 701-2501

PRELIMINARY

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CT90XS528B
9MAB000076
BENTON ST &
STATE ST
SPRINGFIELD, MA 01109
UTILITY POLE

SHEET TITLE

TITLE SHEET

SHEET NUMBER

0.0



SCALE: NOT TO SCALE

1



SCALE: NOT TO SCALE

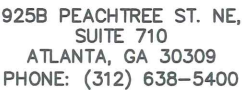
2



NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, POWER & TELCO UTILITY POINT CONNECTIONS/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.

SCALE: 1"=20'-0" (1"=10'-0" ON 22"x34" SHEET)

3



CHECKED BY: S. BO

A	06.08.16	FOR REVIEW

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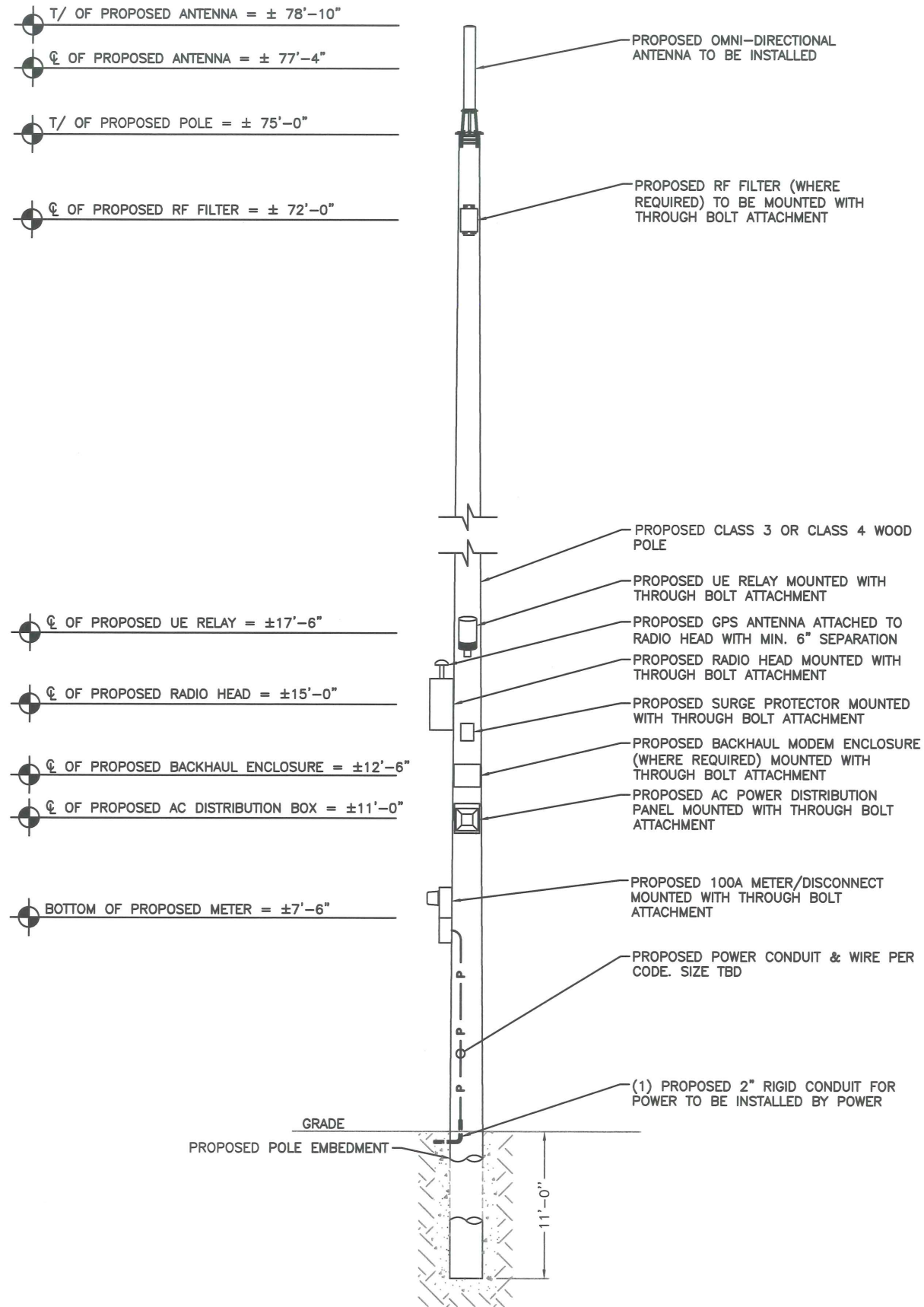
SHEET TITLE

SITE PLAN & EXHIBIT PHOTO

SHEET NUMBER

1.0

Attachment: Mobilitee plan & letter (3628 : Mobilitee Utility Petition)



NOTE:
PROJECT SCOPE OF WORK DOES NOT INCLUDE A
STRUCTURAL EVALUATION OF THIS POLE OR
STRUCTURE. NEW EQUIPMENT SHOWN ON THIS
PLAN HAVE NOT BEEN EVALUATED TO VERIFY
THE POLE OR STRUCTURE HAS THE CAPACITY TO
ADEQUATELY SUPPORT THE EQUIPMENT. PRIOR TO
ANY INSTALLATION, A STRUCTURAL EVALUATION OF
THE POLE OR STRUCTURE SHOULD BE PERFORMED.

mobilitie
intelligent infrastructure

925B PEACHTREE ST. NE,
SUITE 710
ATLANTA, GA 30309
PHONE: (312) 638-5400

PROJECT NO:	ER600201
DRAWN BY:	J. BRAZA
CHECKED BY:	S. BO

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SHEET TITLE

POLE ELEVATIONS

SHEET NUMBER

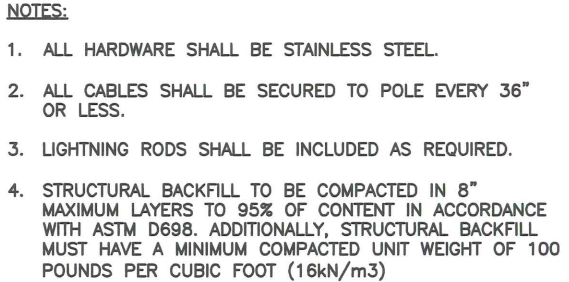
2.0

PROPOSED FRONT POLE ELEVATIONS

SCALE: 1" = 5'

1

BAND 41 (2500MHz) EQUIPMENT CHART			
QUANTITY	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	MOUNTED ANTENNA	35.4" X 4.7" DIAMETER	11 LBS
1	MOUNTED RADIO	20.1" X 9.1" X 8.9"	55.1 LBS
1	GPS ANTENNA	0.8" X 2.6" DIAMETER	0.3 LBS
1	AC DISTRIBUTION	9.25" X 9.5" X 3.81"	14 LBS
1	REJECT FILTER	13.6" X 8.1" X 2.4"	7.7 LBS
1	MOUNTED RELAY	13.0" X 7.9" DIAMETER	9.9 LBS
1	SURGE PROTECTOR	6.44" X 4.69" X 3.5"	TBD



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UTILITY POLE

SHEET TITLE

POLE ELEVATIONS

SHEET NUMBER

2.1

EQUIPMENT MOUNTING DETAIL	1
SCALE: NOT TO SCALE	

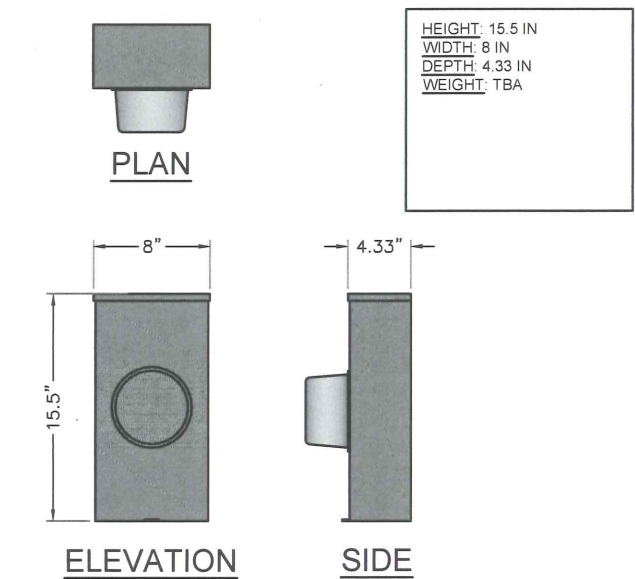


SHEET NUMBER
3.0

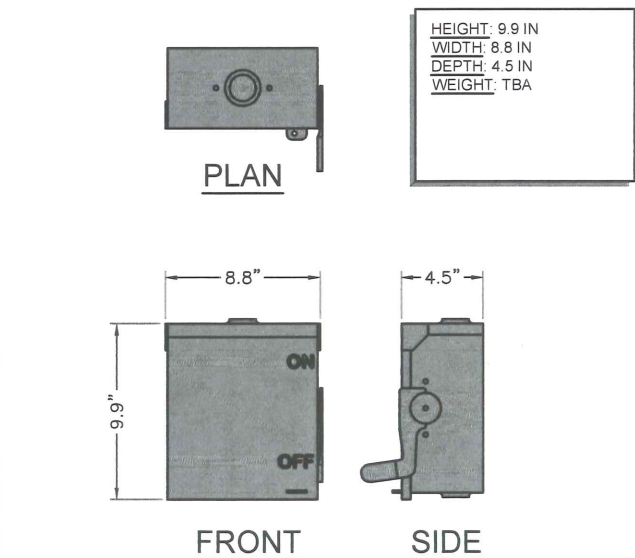




PROJECT NO:	ER600201
DRAWN BY:	J. BRAZA
CHECKED BY:	S. BO



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SHEET TITLE

ANTENNA & EQUIPMENT DETAILS

SHEET NUMBER
3.1

WORK INCLUDES:

CODES, PERMITS AND FEES:

- ### RACEWAYS AND WIRING:

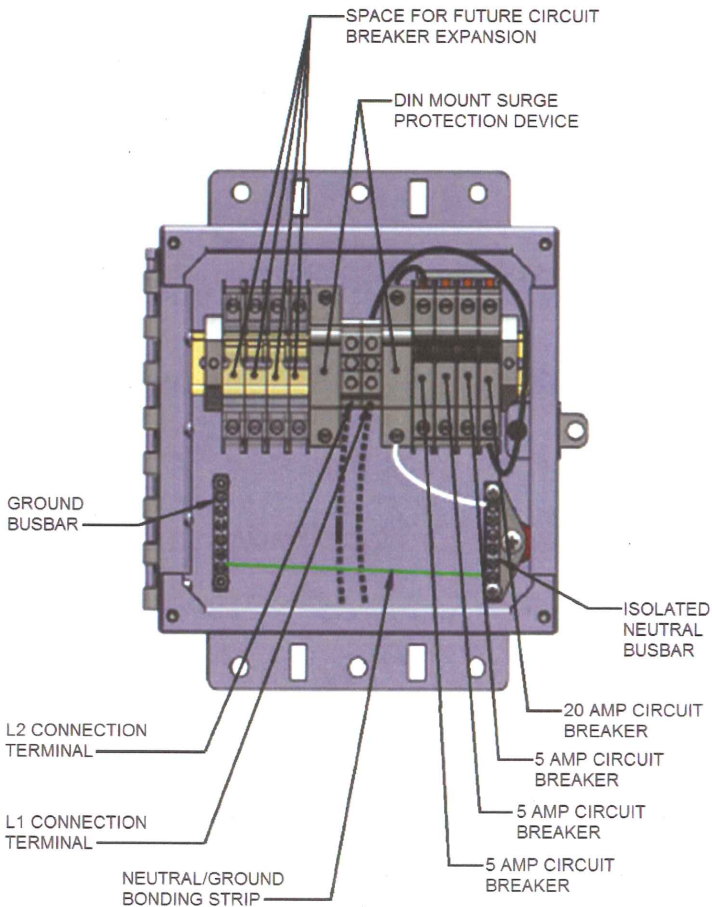
- GENERAL NOTES:

COORDINATION WITH UTILITY COMPANY:

Attachment: Mobility plan & letter (3628 : Mobility Utility Petition)

CABLING NOTES:

- 1) WHERE POSSIBLE, INSTALL POLE BASE SUCH THAT THE ELECTRICAL FEED AND BACKHAUL (IF UNDERGROUND) CIRCUIT ENTER THE POLE THROUGH THE POLE BASE. IF A DISCONNECTING MEANS SEPARATE FROM THE AC DISTRIBUTION BOX IS REQUIRED BY JURISDICTION OR UTILITY, WITH APPROVAL IN SELECT CASES LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LFMC) MAY BE USED IN LENGTHS NOT TO EXCEED 36" TO EXTEND THE ELECTRICAL SERVICE CONDUIT TO THE AC DISTRIBUTION BOX.



CABLING DIAGRAM

SCALE: NOT TO SCALE

1



PROJECT NO: ER600201

DRAWN BY: J. BRAZA

CHECKED BY: S. BO

A	06.08.16	FOR REVIEW
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STATE ST
SPRINGFIELD, MA 01109
UTILITY POLE

SHEET TITLE

ELÉCTRICAL DETAILS

SHEET NUMBER

4.0



NOTE:
GROUNDING RISER FOR DIAGRAMMATIC
PURPOSES ONLY. SEE ELEVATION
DRAWING FOR EQUIPMENT AND
ANTENNA LOCATIONS.

SHEET NUMBER

5.0

1

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

PART 1 - GENERAL

1. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES; INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
2. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
3. COMPLETE FINAL CLEAN UP REQUIREMENT, INCLUDING TOUCH-UP PAINTING. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES.

PART 2 – FINAL CLEANING

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE RECEPTION FOR RECEPTION ON COMPLETION.
 - A. CLEAN THE PROJECT SITE, YARD AND GROUNDS IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREA, OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH EVEN-TEXTURED SURFACE.
 - B. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIAL FROM THE SITE.
 - C. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
 - D. CLEAN EXPOSED EXTERIOR HARD SURFACED FINISHES TO A DIRT-FREE CONDITION. FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
 - E. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING HANDHOLES, MANHOLES, AND SIMILAR SPACES.
 - F. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.
 - G. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CANNOT BE SATISFACTORILY REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES.
 - H. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.
 - I. DUST OFF ALL EQUIPMENT AND ITEMS WITHIN EQUIPMENT ENCLOSURE.
2. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

PART 1 – GENERAL

3. WORK INCLUDED: SEE SITE PLAN.
2. DESCRIPTIONS: IF APPLICABLE, LEASE AREA, AND UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR USE AND ACCESS.
3. QUALITY ASSURANCE
 - A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
 - B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
 - C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
4. SEQUENCING
 - A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - B. CONSTRUCT TEMPORARY CONSTRUCTION AREA. DESIGNATED AREA TO BE APPROVED BY CONSTRUCTION MANAGER AND LOCAL AUTHORITIES.
 - C. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - D. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.
 - E. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

5. SUBMITTALS

- A. BEFORE CONSTRUCTION: IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPE PLAN ON NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD
- B. AFTER CONSTRUCTION
1. MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZER.
 2. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.
 3. LANDSCAPING WARRANTY STATEMENT

6. WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.
- B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- C. DISTURBED AREA WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 - PRODUCTS

- ## 1. MATERIALS

- A. SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID:

TOTAL KILL PRODUCT 910 EPA 10292-7 (313) 563-8000	PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128
AMBUSH HERBICIDE EPA REGISTERED (800) 526-4924	FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083

- B. ROAD AND SITE MATERIALS SHALL CONFORM TO STATE AND LOCAL DOT SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) – ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAFI 500X.

PART 3 - EXECUTION

- INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION
2. PREPARATION
 - A. CLEAR BRUSH AND DEBRIS FROM LEASE AREA AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.
 - B. UNLESS OTHERWISE INSTRUCTED BY LESSEE, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
 - D. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
3. INSTALLATION
 - A. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - B. PLACE FILL OR STONE IN SIX INCH (6") MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - C. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
 - D. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDDED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - E. SOO SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - F. ENSURE GROWTH OF SEEDDED AND LANDSCAPED AREA, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
4. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
5. PROTECTION
 - A. PROTECT SEEDDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
 - B. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.



925B PEACHTREE ST. NE,
SUITE 710
ATLANTA, GA 30309
PHONE: (312) 638-5400

PROJECT NO:	ER600201
DRAWN BY:	J. BRAZA
CHECKED BY:	S. BO

A	06.08.16	FOR REVIEW

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9MAB000076
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SPRINGFIELD, MA 01109
UTILITY POLE

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-1



July 11, 2016

Administration
DPW
70 Tapley St
Springfield, MA 01104
413.736.3111

RE: Mobilitie LLC Street Opening Permit and Contractor Registration Submission - 9MAB000076

Dear Springfield DPW Administrator:

Please find the enclosed Mobilitie, LLC Street Opening Permit and Contractor License Registration for utility pole construction in your Town. Along with the permit application documents, you will find construction drawings and photo simulation for the facility. Mobilitie, LLC understands the application will likely not be approved until the committees and Public Improvement Commission ("PIC") are in agreement.

Mobilitie, LLC is a public utility company certified and regulated by the Massachusetts Department of Public Utilities to provide telephone-related services, such as facilities-based competitive local exchange and interexchange services. To meet the growing demand for connectivity, Mobilitie, LLC is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer and, to the extent capacity on the structures is available, are available to be used by other entities, including the City of Springfield.

Mobilitie, LLC plans to construct the applied-for utility transport within the next 18 months and formally requests that the Town identify a single point of contact to streamline the communications process regarding the application for the benefit of both parties.

Mobilitie, LLC's hybrid transport network is an industry-changing approach that seeks to improve backhaul connectivity for the Town's residents. We are excited to work with the City of Springfield and are available to answer questions. Please do not hesitate to contact me at (470) 240-3269 or sschneider@mobilitie.com.

Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Schneider".

Scott Schneider
Network Real Estate Specialist

*Enclosures



City Council
36 Court Street
Springfield, MA 01103

Meeting: 09/12/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3629 A

TABLED

PETITION (ID # 3629)

Main Street (VERIZON)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 18, 2016

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

The Board of Public Works, to which was referred the petition of Verizon New England dated July 12, 2016, to install underground conduit and manholes with cable in Main Street , beginning at existing manhole (#5208), which is located at the intersection of Main Street and State Street, with six (6) PVC four inches (4") conduits running southerly direction on top of the existing Verizon conduits, parallel to the westerly curb 7 feet off curb line on Main Street approximately one thousand forty (1,040) feet to manhole (#5253) located in the intersection of Main Street and Union Street., all as substantially shown on a plan attached, dated 6/21/2016 Title 1A1MU8Y Main Street, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to provide for distribution of intelligence and telecommunications, 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 17, 2016 at 5:00 P.M. at the corner of Cross Street and Main Street, after due notice from the office of the City Clerk. Two (2) members of the Board and two (2) person 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 that the company can expand the infrastructure of utilities and provide telecommunications to the area.

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

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

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

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

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

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

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

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

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

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

That all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, tree belt or sidewalk grades with suitable non-skid covers when in the sidewalk 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 asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.

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

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

RESULT: REFER TO COMMITTEE

Next: 10/3/2016 7:00 PM



MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	1	145
PROJECT FILE NO. 605222			

TITLE & INDEX SHEET

INFRASTRUCTURE IMPROVEMENTS NORTH END AND BRIGHTWOOD (NORTHERLY SEGMENT) IN THE CITY OF SPRINGFIELD HAMPDEN COUNTY

REFERENCE MANUALS

THE 1988 MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, AS AMENDED; THE SUPPLEMENTAL SPECIFICATIONS DATED JUNE 15, 2012; THE INTERIM SUPPLEMENTAL SPECIFICATIONS DATE MARCH 21, 2014; THE 2012 CONSTRUCTION STANDARD DETAILS; THE 2009 "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD)"; THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS; THE 1968 "STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING"; AND LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

INDEX

1.

2.

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4.-7.

8.-28.

29.-34.

35.-55.

56.-80.

81.-82.

83.-89.

90.-94.

95.-105.

106.-145.
- TITLE & INDEX SHEET

LEGEND & GENERAL NOTES

KEY PLANS

TYPICAL SECTIONS & PAVEMENT NOTES

GENERAL PLAN

PROFILES

ALIGNMENT PLANS

TRAFFIC PLANS

SIGN SUMMARY

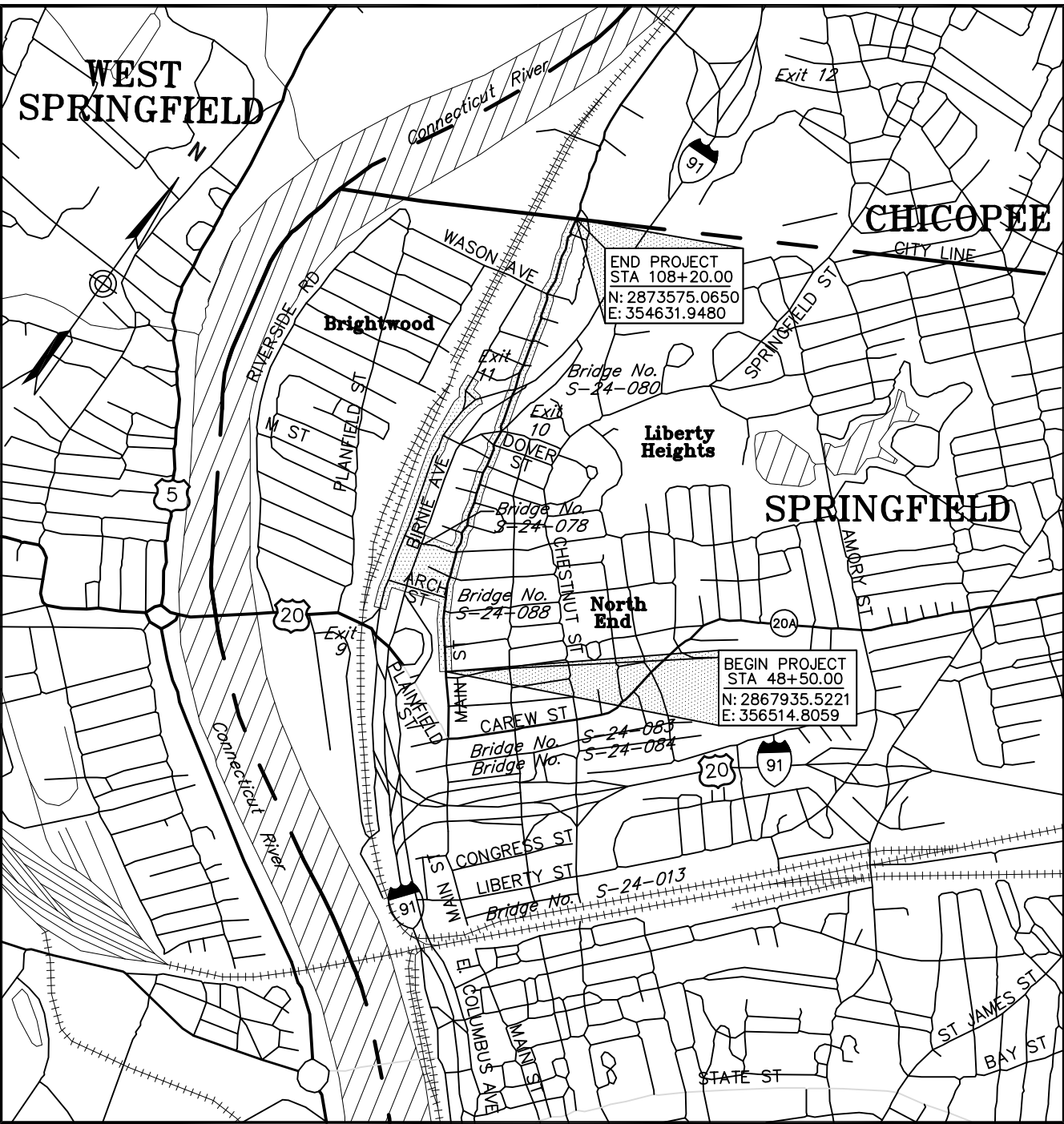
TRAFFIC DETAILS

TEMPORARY TRAFFIC CONTROL PLANS

CONSTRUCTION DETAILS

CROSS SECTIONS

FEDERAL AID PROJECT NO:



DESIGN DESIGNATION

MAIN STREET
POSTED SPEED = NOT POSTED
DESIGN SPEED = 40MPH
ADT (2007) = 11,800 VPD
ADT (2017) = 13,500 VPD
K = 9%
D = 55% (NB)
T (PEAK HOUR) = 12%
T (AVERAGE DAY) = 13%
DHV = 1,220 VPH
DDHV = 670 VPH (NB)
FUNCTIONAL CLASSIFICATION = URBAN MINOR ARTERIAL

BIRNIE AVENUE
POSTED SPEED = NOT POSTED
DESIGN SPEED = 40MPH
ADT (2007) = 16,200 VPD
ADT (2017) = 17,900 VPD
K = 10%
D = N/A
T (PEAK HOUR) = 3%
T (AVERAGE DAY) = 6%
DHV = 1,790 VPH
DDHV = N/A
FUNCTIONAL CLASSIFICATION = URBAN MINOR ARTERIAL

CONVENTIONAL SIGNS

COUNTY, CITY OR TOWN BOUNDARY

COUNTY, CITY OR TOWN SIDE LINE

FENCE LINE

BASE LINE OR SURVEY LINE

RIGHT OF WAY LINE

CULVERT

ELEVATIONS

UTILITY POLE

_____X-X-X-X-X_____

_____75_____

_____N00°-31'-37"W 132.57_____

=====

PROPOSED SURFACE

EXISTING SURFACE

EXIST. 961.9

PROP. 962.10

75

Ø

LENGTH OF PROJECT: 9,870.00 FT = 1.869 MILES
100% SUBMISSION
JUNE 20, 2014



RECOMMENDED FOR APPROVAL

Date

CHIEF ENGINEER Date

APPROVED

HIGHWAY ADMINISTRATOR Date

VANASSE HANGEN BRUSTLIN, INC.

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
APPROVED

DIVISION ADMINISTRATOR Date

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	2	145
PROJECT FILE NO. 605222			

LEGEND & GENERAL NOTES

GENERAL NOTES

- TOPOGRAPHICAL INFORMATION WAS PROVIDED IN NAVD88 VERTICAL DATUM AND MA MAINLAND NAD 83 HORIZONTAL DATUM BY MASSDOT-HIGHWAY DIVISION IN NOVEMBER 2007 AND UPDATED IN MAY 2008. SUPPLEMENTAL SURVEY WAS PROVIDED BY VANASSE HANGEN BRUSTLIN, INC IN AUGUST AND DECEMBER 2008 SUPPLEMENTED WITH SURVEY AT MAIN STREET AND WASON IN 2011, AND AT NOBLE AND WALTER IN 2014.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION OF THE CONFLICT.
- THE CONTRACTOR SHALL ALTER THE MASONRY OF THE TOP SECTION OF ALL EXISTING DRAINAGE STRUCTURES AS NECESSARY FOR CHANGES IN GRADE, AND RESET ALL WATER AND DRAINAGE FRAMES, GRATES AND BOXES TO THE PROPOSED FINISH SURFACE GRADE. REQUIRED NEW MASONRY SHALL BE CLAY BRICK.
- THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES.
- UTILITY POLES WILL BE RELOCATED BY OTHERS.
- TREES AND SHRUBS WITHIN THE LIMITS OF GRADING SHALL BE REMOVED ONLY UPON APPROVAL OF THE ENGINEER.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.
- THE TERM "PROPOSED" (PROP) MEANS WORK TO BE CONSTRUCTED USING NEW MATERIALS OR, WHERE APPLICABLE, RE-USING EXISTING MATERIALS IDENTIFIED AS "REMOVE AND RESET" (R&R).
- JOINTS BETWEEN NEW HOT MIX ASPHALT (HMA) ROADWAY PAVEMENT AND SAWCUT EXISTING PAVEMENT SHALL BE SEALED IN ACCORDANCE WITH SECTION 450.
- ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND STACKED UNLESS INDICATED OTHERWISE ON THE TRAFFIC PLANS.
- ALL LATERAL DRAIN PIPES SHALL BE INSTALLED WITH A PITCH OF 0.01 FOOT PER FOOT (MINIMUM) UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- ALL EXISTING GRANITE CURB & EDGING SUITABLE FOR REUSE SHALL BE RE-USED IN THE PROPOSED WORK, EXCEPT CURVED STONES OF A DIFFERENT RADIUS THAN PROPOSED CURB. RESET CURB SHALL BE PLACED AS DIRECTED BY THE ENGINEER AND MAY BE ANYWHERE WITHIN THE PROJECT LIMITS.

GENERAL SYMBOLS

EXISTING	PROPOSED	
<i>CB (OR GI, LB)</i>	CB	CATCH BASIN (OR GUTTER INLET, OR LEACHING BASIN)
<i>CBCI (OR GICI)</i>	CBCI (OR GICI)	CATCH BASIN (OR GUTTER INLET) WITH CURB INLET (GUTTERMOUTH)
		EDGESTONE-TYPE NOTED
<i>EHH</i>	● EHH	ELECTRIC HANDHOLE (NUMBER AS NOTED)
<i>EMH</i>	● EMH	ELECTRIC MANHOLE
<i>TMH</i>	● TMH	TELEPHONE MANHOLE
<i>WMH</i>	● WMH	WATER MANHOLE
<i>SMH</i>	● SMH	SEWER MANHOLE
<i>DMH</i>	● DMH	DRAINAGE MANHOLE
<i>GG</i>	● GG	GAS GATE
<i>WG</i>	● WG	WATER GATE
<i>CS</i>	● CS	CURB STOP
<i>Hyd</i>	● HYD	HYDRANT
<i>FA</i>	● FA	FIRE ALARM BOX
<i>PM</i>	● PM	PARKING METER
<i>LP</i>	● LP	STREET LIGHT POLE
<i>UP</i>	● UP	UTILITY POLE
<i>Guy</i>	● GUY	GUY POLE
<i>12" RCP_D</i>	<i>21'-12"RCP_D</i>	DRAIN PIPE (UNDER 24")
<i>8" VCP_S</i>	<i>21'-24"RCP_D</i>	DRAIN PIPE (DOUBLE LINE 24" AND OVER)
<i>E</i>	<i>82'-8"VCP_S</i>	SEWER MAIN
<i>4" HP_G</i>	<i>E</i>	ELECTRIC DUCT
<i>8" C.I._W</i>	<i>8"GAS</i>	GAS MAIN
<i>T</i>	<i>12"DI</i>	WATER MAIN
<i>MB</i>	<i>T</i>	TELEPHONE DUCT
	● MB	MAIL BOX
		HIGHWAY GUARD (TYPE NOTED)
		FENCE (SIZE AND TYPE NOTED)
		HIGHWAY/PROPERTY BOUND (TYPE NOTED)
		CITY, TOWN, OR COUNTY LAYOUT
		STATE HIGHWAY LAYOUT (S.H.L.O.)
		EASEMENT LINE
		PROPERTY LINE
		CITY, TOWN, OR COUNTY BOUNDARY
		STATE BOUNDARY
		BASE OR SURVEY LINE
		CONSTRUCTION BASELINE
		TREE (SIZE AND TYPE NOTED)
		APPROXIMATE FULL DEPTH AREA
		BORINGS, PAVEMENT CORES
		TP-1
		HAYBALE

TRAFFIC SIGNAL SYMBOLS

EXISTING	PROPOSED	
		CONTROL CABINET GROUND MOUNTED (WITHOUT & WITH CONCRETE PAD)
		SIGNAL POST & BASE
		MAST ARM, SHAFT, & BASE (ARM LENGTH AS NOTED)
		VEHICULAR SIGNAL HEAD (ALPHA-NUMERIC DESIGNATION NOTED)
		FLASHING BEACON
		PEDESTRIAN SIGNAL HEAD
		PULL BOX 12" x 12"
		PEDESTRIAN PUSH BUTTON
		PRE-EMPTION DETECTOR
		PRE-EMPTION STROBE
		CONTROLLER PHASE
		INDUCTIVE LOOP DETECTOR
		CONDUIT (COND.)

PAVEMENT MARKINGS AND SIGNING SYMBOLS

EXISTING	PROPOSED	
		PAVEMENT ARROW AND LEGEND
		CROSSWALK, 2-12" WHITE LINES (WIDTH NOTED)
		STOP LINE, 12" WHITE LINE 4.0' BEHIND CW (TYP)
		YIELD LINE, 24" x 36" WHITE TRIANGLE, 36" O.C.
		SOLID WHITE CHANNELIZING LINE-SIZE AS NOTED
		SOLID YELLOW CHANNELIZING LINE-SIZE AS NOTED
		BROKEN WHITE LANE LINE - 4"
		SOLID WHITE LANE LINE - 4"
		DOUBLE YELLOW CENTERLINE - 4"
		SOLID YELLOW EDGE LINE - 4"
		SOLID WHITE EDGE LINE - 4"
		BROKEN YELLOW LANE LINE - 4"
		DASHED WHITE LINE - 4"
		BICYCLE DETECTION LEGEND
		SIGN AND POST

ABBREVIATIONS

GENERAL			
ABAN	ABANDON	MIN	MINIMUM
ADJ	ADJUST	NTS	NOT TO SCALE
APPROX	APPROXIMATE	PGL	PROFILE GRADE LINE
BIT	BITUMINOUS	PROP	PROPOSED
BOS	BOTTOM OF SLOPE	PVM'T	PAVEMENT
(BO)	BY OTHERS	REM	REMOVE
CEM	CEMENT	REMOD	REMODEL
CLF	CHAINLINK FENCE	RET	RETAIN
CONC	CONCRETE	R&D	REMOVE AND DISCARD
ELEV	ELEVATION	R&R	REMOVE AND RESET
EOP	EDGE OF PAVEMENT	R&S	REMOVE AND STACK
EXIST	EXISTING	RT	RIGHT
FND	FOUNDATION	STA	STATION
GRAN	GRANITE	TEMP	TEMPORARY
HMA	HOT MIX ASPHALT	TFCC	TELEPHONE FIRE CALL CENTER
LOAM	LOAM BORROW	TOS	TOP OF SLOPE
LT	LEFT	TYP	TYPICAL
MAX	MAXIMUM		

UTILITIES	
ACCOMP	ASHPALT COATED CORRIGATED METAL PIPE
CAP	CORRUGATED ALUMINUM PIPE
CIP	CAST IRON PIPE
CIT	CHANGE IN TYPE
COND	CONDUIT
DIP	DUCTILE IRON PIPE
FCC	FIRE CALL CENTER
FES	FLARED END SECTION
F&C	FRAME AND COVER
F&G	FRAME AND GRATE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HW	HEADWALL
HYD	HYDRANT
INV	INVERT
PVC	POLYVINYLCHLORIDE PIPE
PWW	PAVED WATER WAY
RCP	REINFORCED CONCRETE PIPE
TSV&B	TAPPING SLEEVE VALVE AND BOX
UP	UTILITY POLE

ALIGNMENT/GRADING	
CC	CENTER OF CURVE
HP	HIGH POINT
LP	LOW POINT
PC	POINT OF CURVE
PI	POINT OF INTERSECTION
PNT	POINT
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
25.45	SPOT ELEVATION

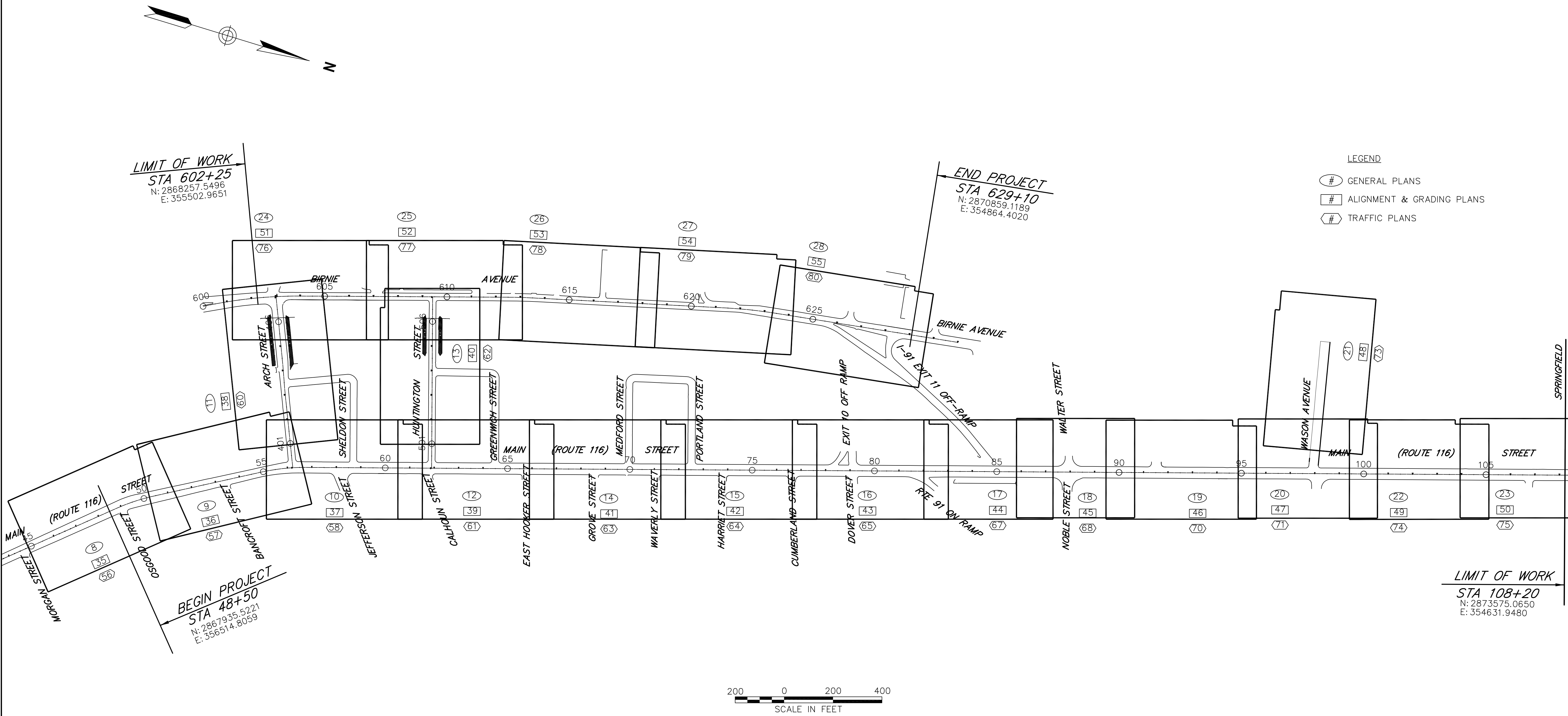
PROFILES	
AD	ALGEBRAIC DIFFERENCE IN RATES OF GRADE
ELEV	ELEVATION
HSD	HORIZONTAL SIGHT DISTANCE
K	RATE OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVC	POINT OF VERTICAL CURVE
PVT	POINT OF VERTICAL TANGENT
PVRC	POINT OF VERTICAL REVERSE CURVE
PVCC	POINT OF VERTICAL COMPOUND CURVE
SSD	STOPPING SIGHT DISTANCE
VC	VERTICAL CURVE

TRAFFIC SIGNAL SYSTEMS	
R	STEADY CIRCULAR RED
Y	STEADY CIRCULAR YELLOW
G	STEADY CIRCULAR GREEN
FR	FLASHING CIRCULAR RED
-FR→	FLASHING RED ARROW
FY	FLASHING CIRCULAR YELLOW
-FY→	FLASHING YELLOW ARROW
↓	STEADY VERTICAL GREEN ARROW
←X-	STEADY LEFT ARROW (RED, YELLOW OR GREEN PREFIX)
-X→	STEADY RIGHT ARROW (RED, YELLOW OR GREEN PREFIX)
W	STEADY WALK-WHITE
DW	STEADY DON'T WALK-PORTLAND ORANGE
FDW	FLASHING DON'T WALK-PORTLAND ORANGE

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	3	145
PROJECT FILE NO. 605222			

KEY PLAN



LEGEND

- # GENERAL PLANS
- # ALIGNMENT & GRADING PLANS
- # TRAFFIC PLANS

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	4	145
PROJECT FILE NO. 605222			

TYPICAL SECTIONS & PAVEMENT NOTES

PAVEMENT NOTES

PROPOSED FULL DEPTH PAVEMENT (GREATER THAN 4.0' FEET WIDE)

SURFACE: 3.5" HOT MIX ASPHALT
(1.75" SUPERPAVE SURFACE COURSE 12.5 OVER
OVER 1.75" SUPERPAVE INTERMEDIATE COURSE 12.5 MATERIAL)

BASE: 3.5" SUPERPAVE BASE COURSE (SBC-37.5)

SUBBASE: 4" DENSE GRADED CRUSHED STONE
FOR SUBBASE OVER
8" GRAVEL BORROW, TYPE b.

PROPOSED FULL DEPTH PAVEMENT (LESS THAN 4.0' FEET WIDE)

SURFACE: 1.75" HOT MIX ASPHALT
(SUPERPAVE SURFACE COURSE 12.5)

BASE: 6" HIGH EARLY STRENGTH CEMENT
CONCRETE BASE COURSE

SUBBASE: 12" GRAVEL BORROW, TYPE b.

PROPOSED PVM'T MICROMILLING & OVERLAY

SURFACE: 1.75" HOT MIX ASPHALT
(1.75" SUPERPAVE SURFACE COURSE 12.5)

ASPHALT EMULSION FOR TACK COAT (RS-1) AT
0.07 GAL/SY OVER EXISTING PAVEMENT.

THE PAVEMENT MICROMILLING SHALL BE TO THE APPROPRIATE DEPTH
TO ACHIEVE GRADES SHOWN ON THE ALIGNMENT AND GRADING PLANS
MINUS THE DEPTH OF THE SURFACE COURSE.

THE MINIMUM MILLING DEPTH SHALL BE 0.5".

PROPOSED CEMENT CONCRETE WALK/MEDIAN/ WHEELCHAIR RAMP

SURFACE: 4" CEMENT CONCRETE
AIR ENTRAINED 4000 PSI, ¾", 610

FOUNDATION: 8" GRAVEL BORROW, TYPE b
OR EXISTING GRAVEL BASE COMPACTED

PROPOSED CEMENT CONCRETE RESIDENTIAL DRIVEWAY (HUNTINGTON ST & ARCH ST)

SURFACE: 6" CEMENT CONCRETE
AIR ENTRAINED 4000 PSI, ¾", 610

FOUNDATION: 8" GRAVEL BORROW, TYPE b
OR EXISTING GRAVEL BASE COMPACTED

WIRE WELDED FABRIC PLACED 1.5" ABOVE GRAVEL BASE

PROPOSED CEMENT CONCRETE COMMERCIAL DRIVEWAY

SURFACE: 9" CEMENT CONCRETE
AIR ENTRAINED 4000 PSI, ¾", 610

FOUNDATION: 8" GRAVEL BORROW, TYPE b
OR EXISTING GRAVEL BASE COMPACTED

#3 REINFORCING BARS PLACED 12" O.C. EACH WAY
3" ABOVE GRAVEL BASE

PROPOSED HOT MIX ASPHALT DRIVEWAY

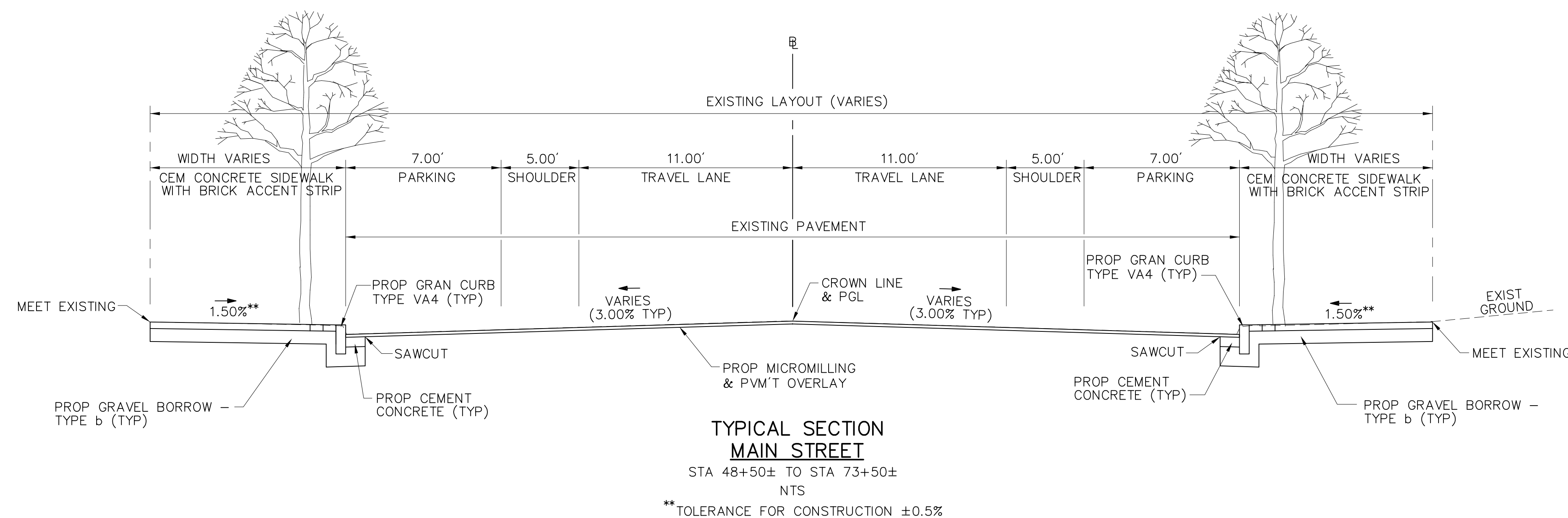
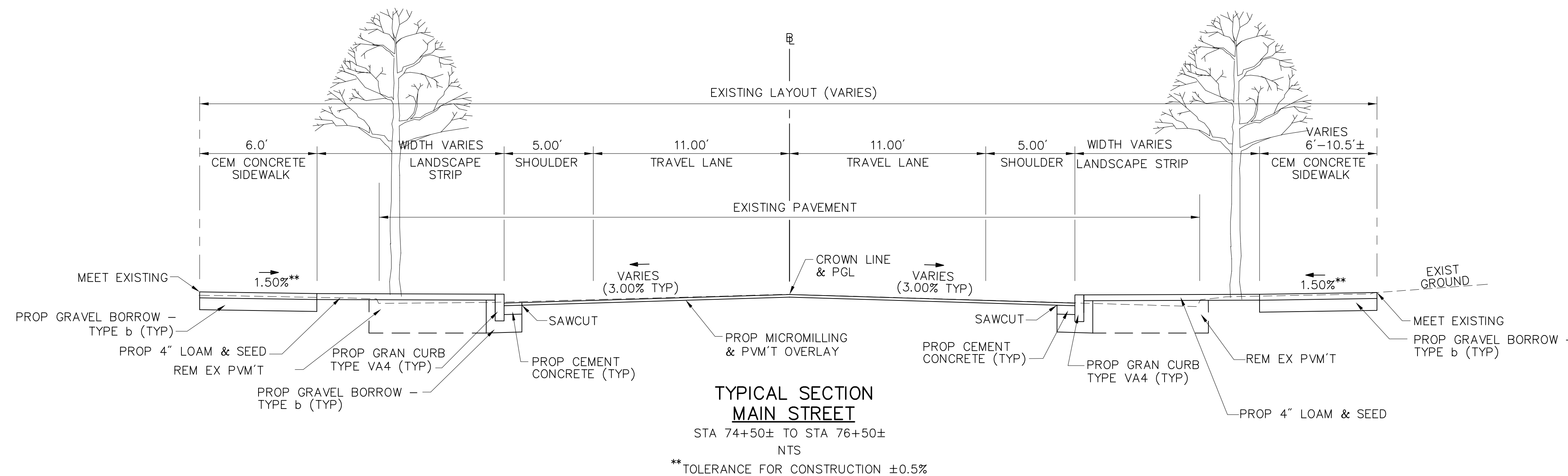
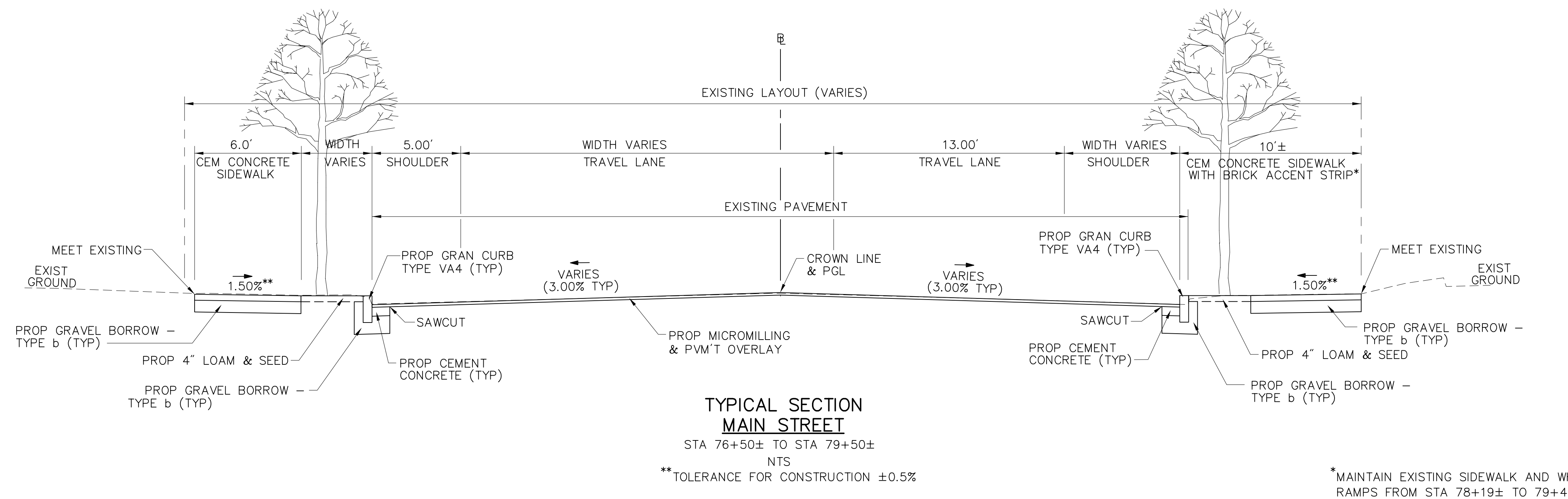
SURFACE: 3.5" HOT MIX ASPHALT
(1.5" SUPERPAVE SURFACE COURSE 12.5 OVER
OVER 2" SUPERPAVE INTERMEDIATE COURSE 12.5 MATERIAL)

FOUNDATION: 8" GRAVEL BORROW, TYPE b
OR EXISTING GRAVEL BASE COMPACTED

PROPOSED BRICK ACCENT STRIP

SURFACE: 2.75" BRICK PAVER
1.25" HMA SETTING BED

FOUNDATION: 8" GRAVEL BORROW, TYPE b
OR EXISTING GRAVEL BASE COMPACTED

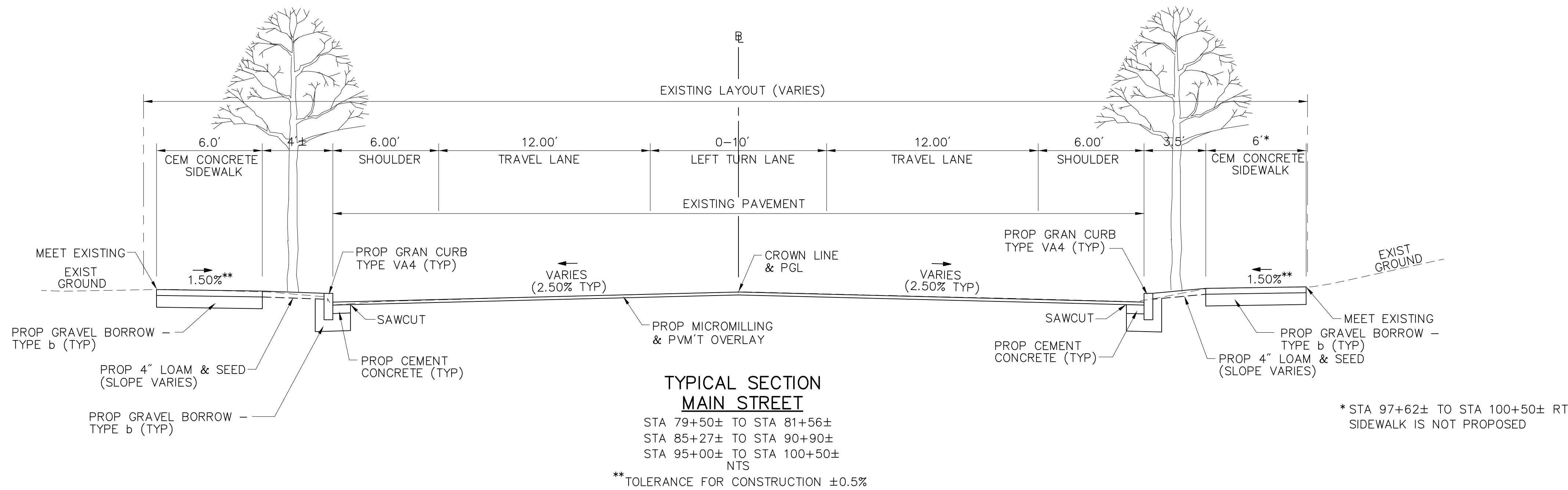
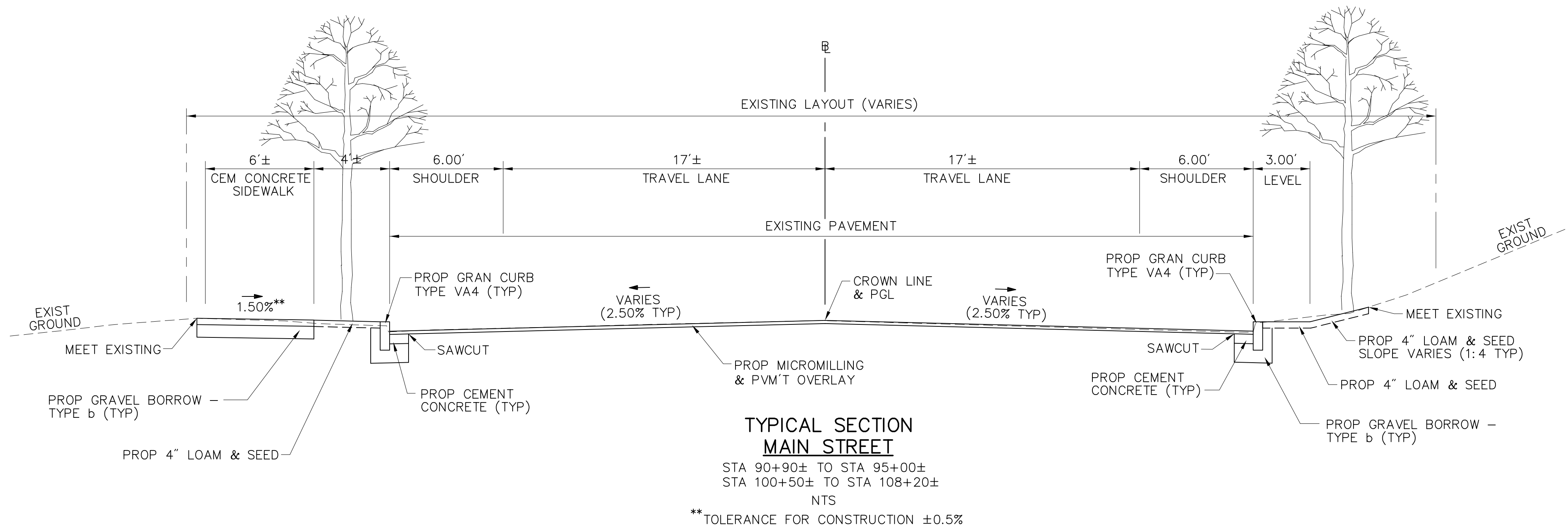


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

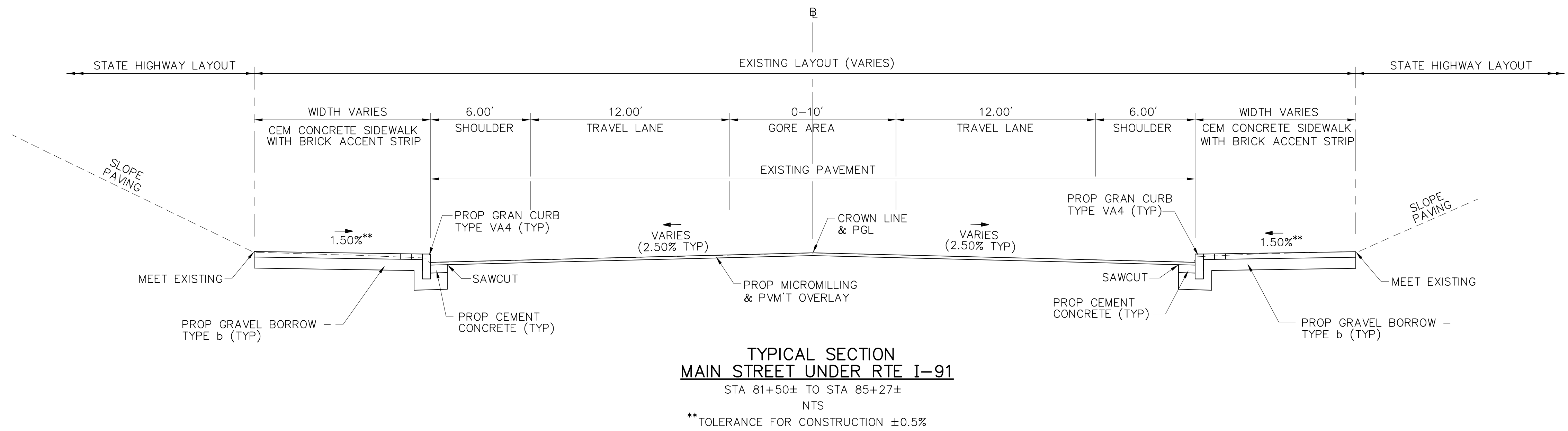
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	5	145
PROJECT FILE NO. 605222			

TYPICAL SECTIONS & PAVEMENT NOTES

NOTE: SEE SHEET 4 FOR PAVEMENT NOTES.



* STA 97+62± TO STA 100+50± RT
SIDEWALK IS NOT PROPOSED

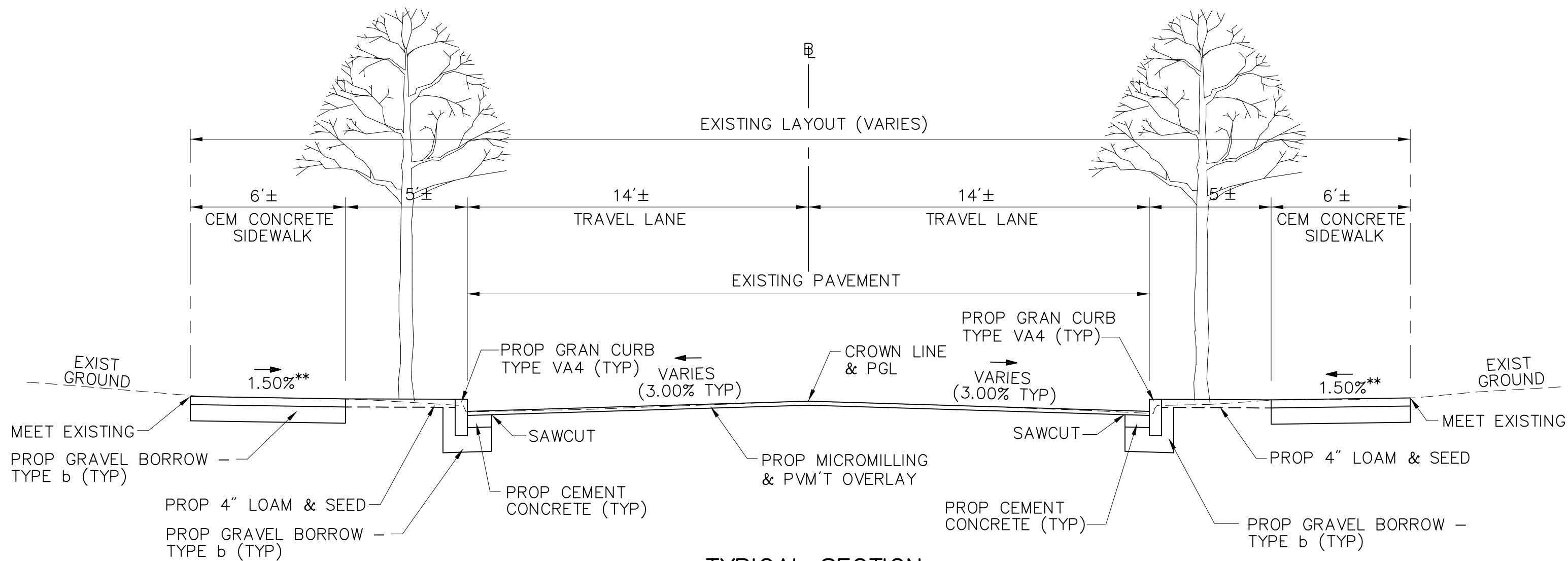


SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	6	145
PROJECT FILE NO. 605222			

TYPICAL SECTIONS & PAVEMENT NOTES

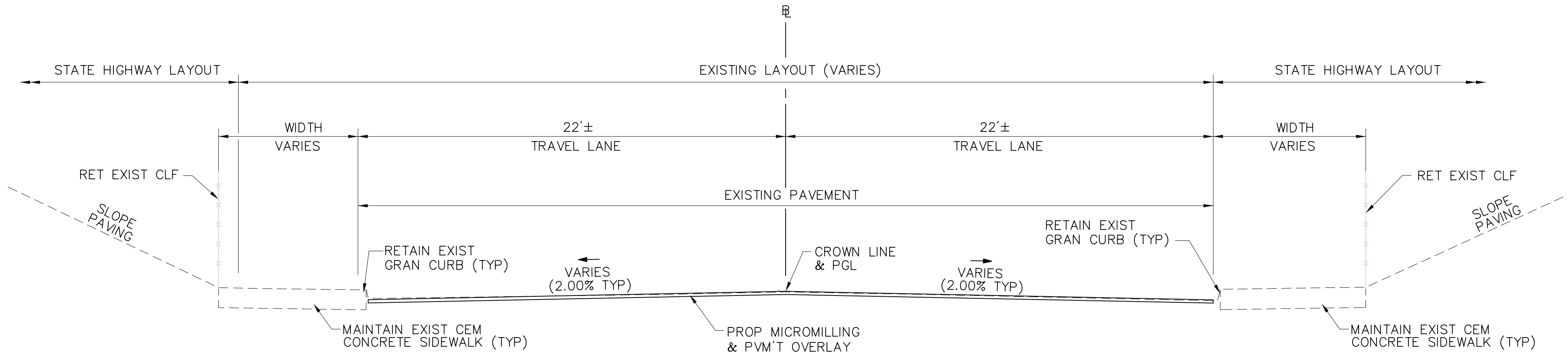
NOTE: SEE SHEET 4 FOR PAVEMENT NOTES.



TYPICAL SECTION
HUNTINGTON STREET

STA 500+30± TO STA 504+68±
NTS

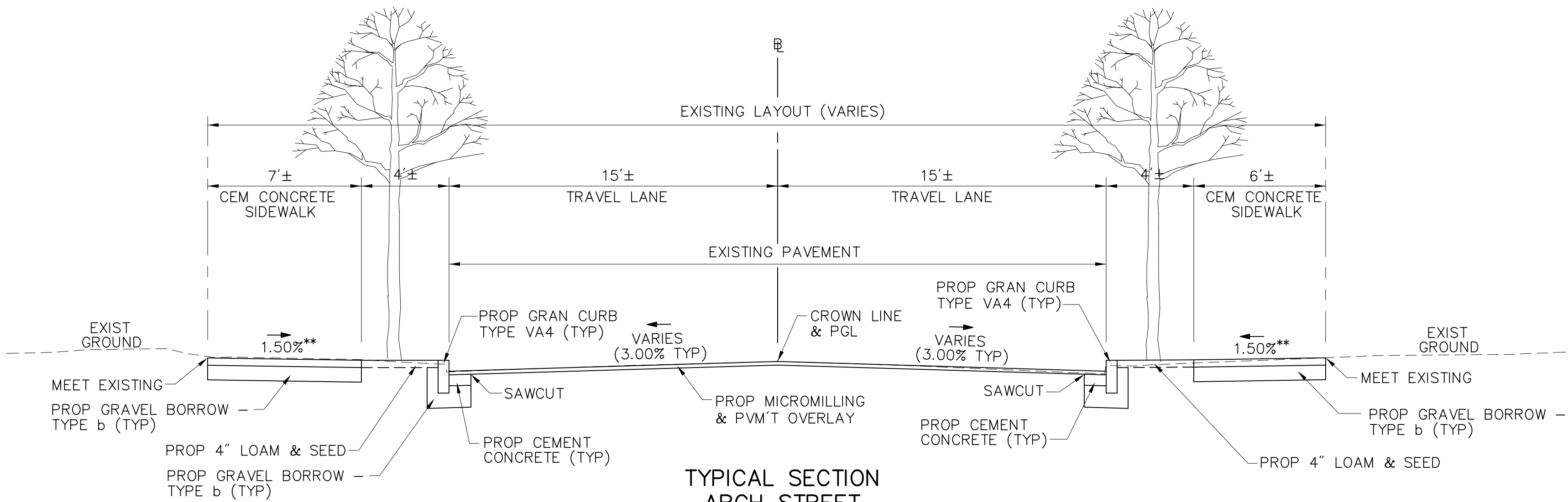
**TOLERANCE FOR CONSTRUCTION ±0.5%



TYPICAL SECTION
ARCH STREET UNDER RTE I-91

STA 404+00± TO STA 406+65±
NTS

**TOLERANCE FOR CONSTRUCTION ±0.5%



TYPICAL SECTION
ARCH STREET

STA 400+30± TO STA 403+25±
NTS

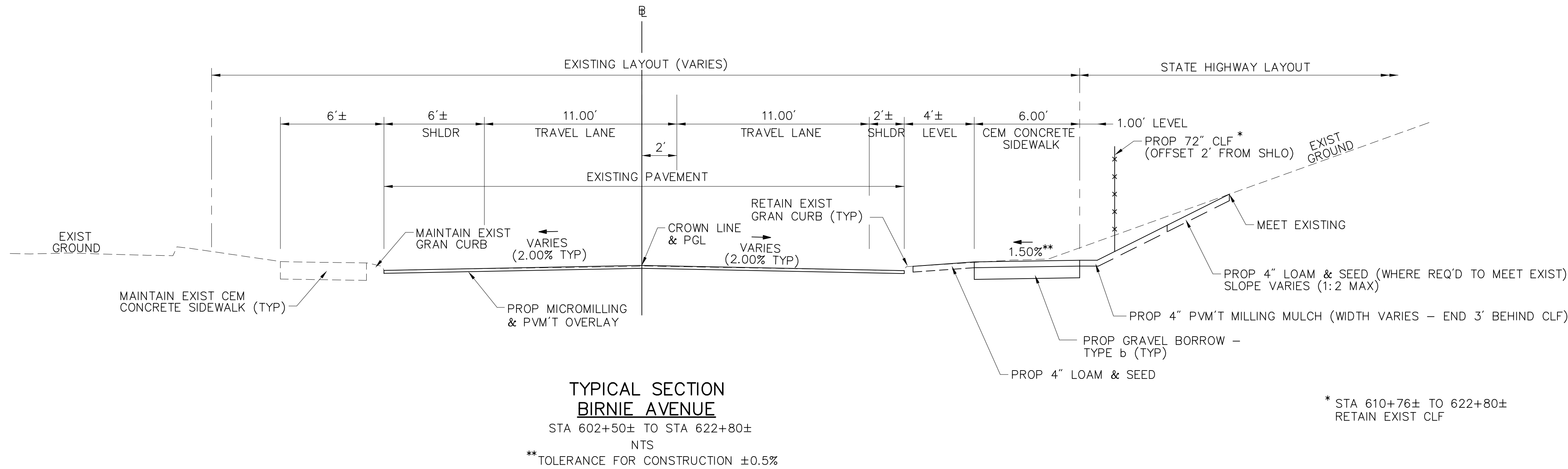
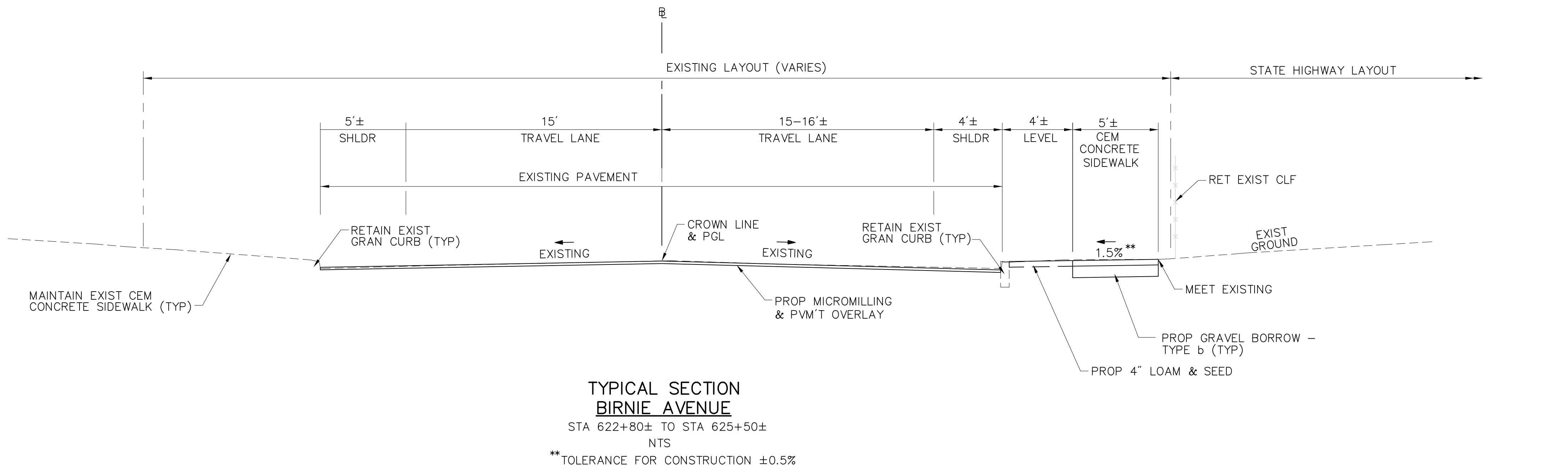
**TOLERANCE FOR CONSTRUCTION ±0.5%

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

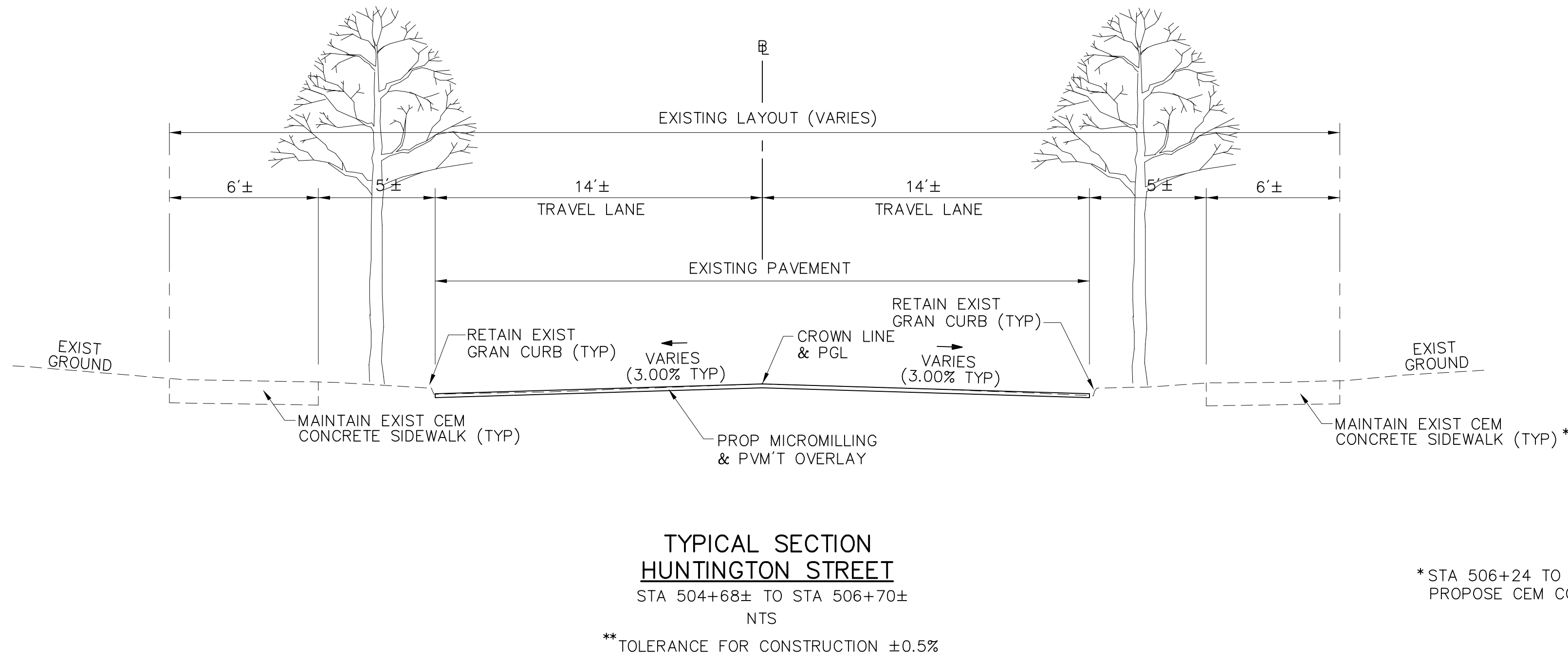
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	7	145
PROJECT FILE NO. 605222			

TYPICAL SECTIONS & PAVEMENT NOTES

NOTE: SEE SHEET 4 FOR PAVEMENT NOTES.



* STA 610+76± TO 622+80±
RETAIN EXIST CLF



* STA 506+24 TO STA 506+70 RT
PROPOSE CEM CONCRETE SIDEWALK

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

GENERAL PLAN
MAIN (ROUTE 116) STREET

~~LIMIT OF WORK~~
~~STA 48+50~~

STN-10:DH
N 2867966.5767
E 356441.7691
ELEV=65.10

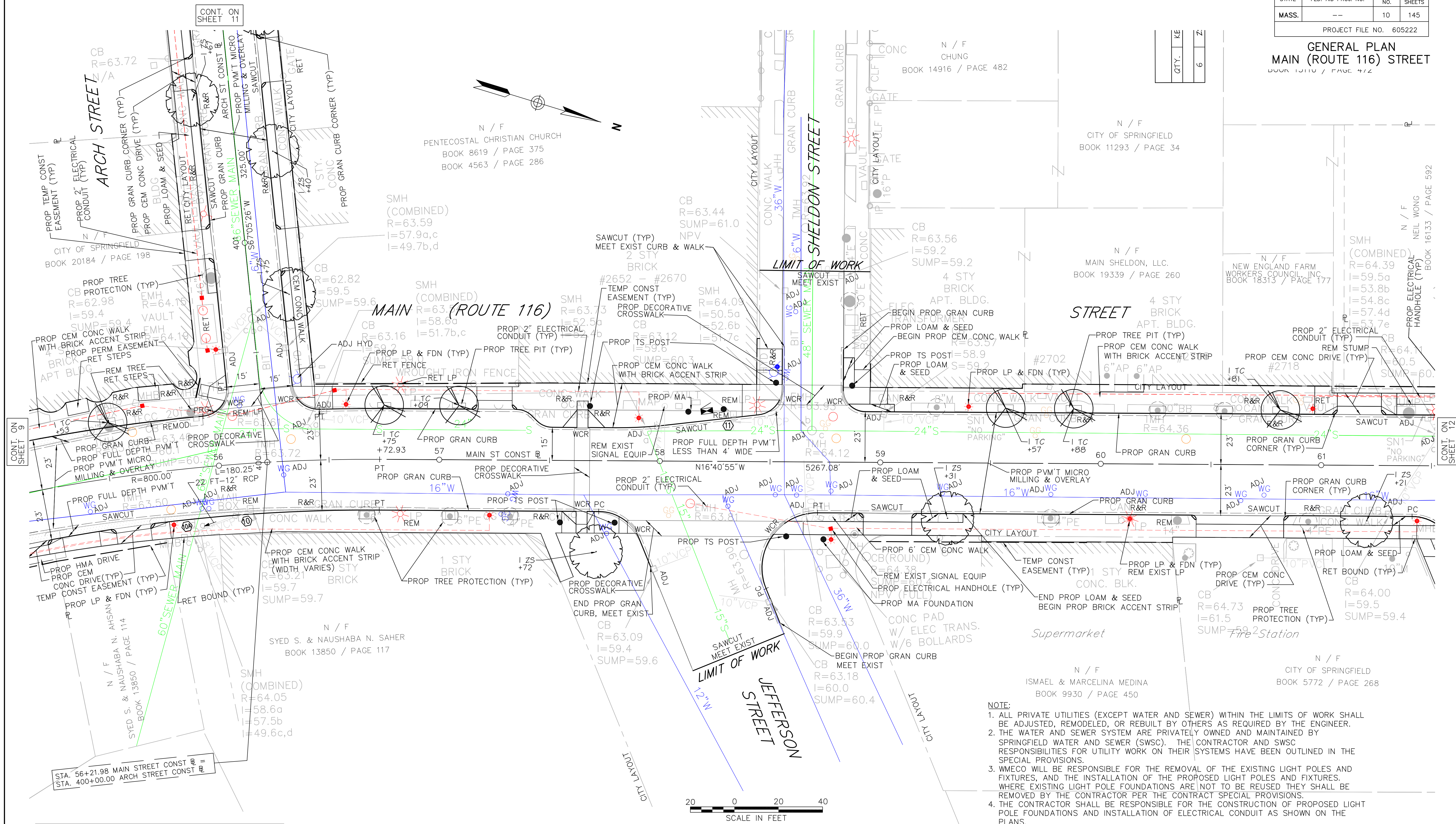


FOR PROFILE SEE SHEET NO. 29

DRAINAGE STRUCTURE DATA				
NO.	TYPE	STATION	RIM ELEV.	REMARKS
1	CBCI	50+37.42 LT	64.27	CONNECT TO EXIST PIPE (ELEV 62.2)
2	CB	51+06.66 RT	64.10	BUILD OVER EXIST PIPE

\\vhb\proj\Worcester\09790.00\cad\te\Planset\Phase 2\09790GEN-UTIL-100.dwg

	QTY.	KE	Z:
	6		



DRAINAGE STRUCTURE DATA				
NO.	TYPE	STATION	RIM ELEV.	REMARKS
11	CBCI	58+33.31 LT	63.29	BUILD OVER EXIST PIPE

PLANT MATERIAL SCHEDULE				
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE
SHADE TREES				
5	TC	TILIA CORDATA 'GREENSPIRE'	GREEN SPIRE LITTLELEAF LINDEN	2-2½" CAL.
4	ZS	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2-2½" CAL.

FOR PROFILE SEE SHEET NOS. 29 & 32

\\vhb\proj\Worcester\09790.00\cad\te\Planset\Phase 2\09790GEN-UTIL-100.dwg

HIGHWAY GUARD TYPE SS

NONE

TRAFFIC SIGNAL CONDUIT

NONE

WATER SUPPLY ALTERATIONS

SEE BELOW

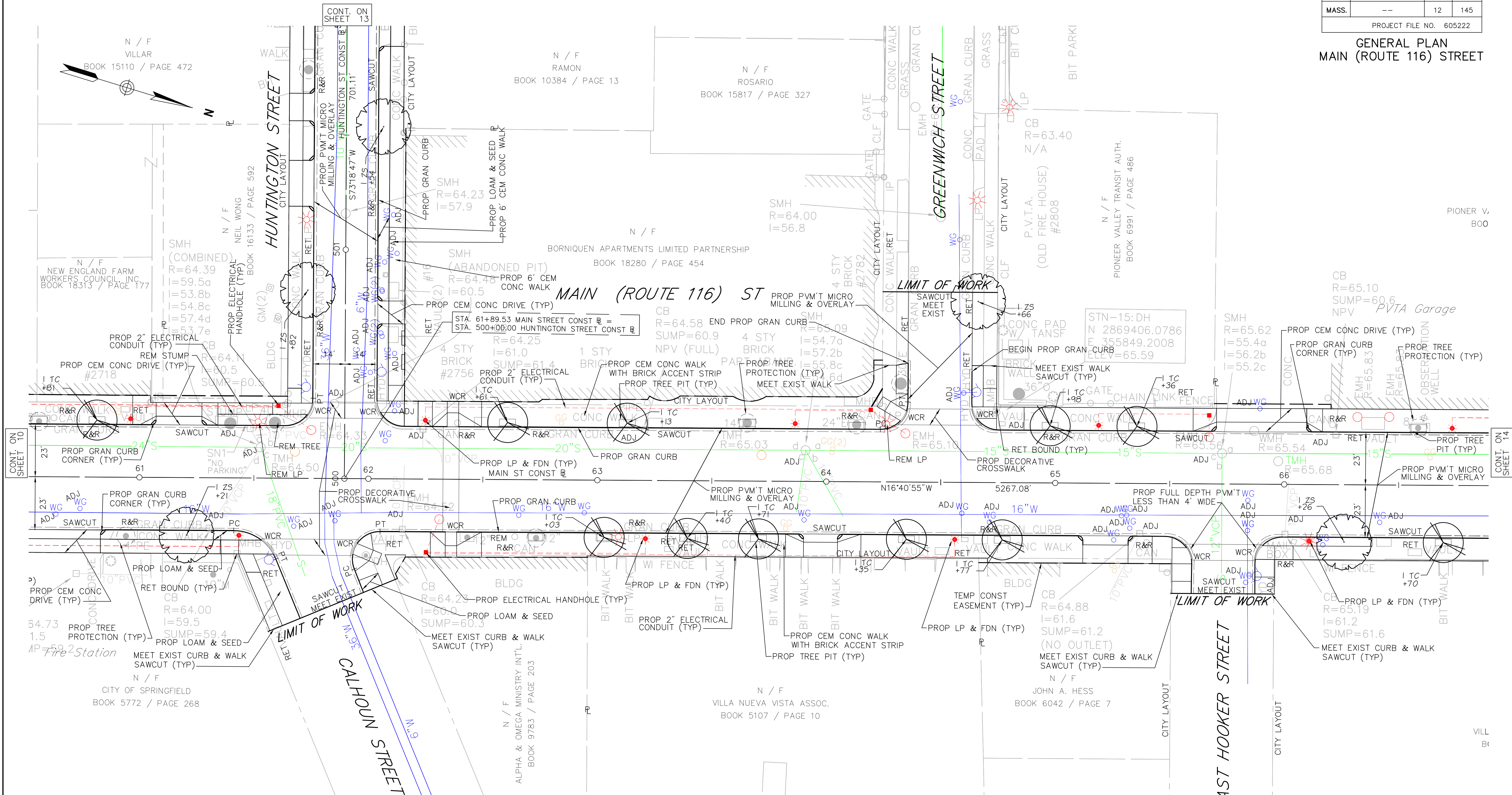
DRAINAGE DETAILS

SEE BELOW

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	12	145
PROJECT FILE NO. 605222			

GENERAL PLAN
MAIN (ROUTE 116) STREET



NOTE:

- ALL PRIVATE UTILITIES (EXCEPT WATER AND SEWER) WITHIN THE LIMITS OF WORK SHALL BE ADJUSTED, REMODELED, OR REBUILT BY OTHERS AS REQUIRED BY THE ENGINEER.
- THE WATER AND SEWER SYSTEM ARE PRIVATELY OWNED AND MAINTAINED BY SPRINGFIELD WATER AND SEWER (SWSC). THE CONTRACTOR AND SWSC RESPONSIBILITIES FOR UTILITY WORK ON THEIR SYSTEMS HAVE BEEN OUTLINED IN THE SPECIAL PROVISIONS.
- WMCO WILL BE RESPONSIBLE FOR THE REMOVAL OF THE EXISTING LIGHT POLES AND FIXTURES, AND THE INSTALLATION OF THE PROPOSED LIGHT POLES AND FIXTURES. WHERE EXISTING LIGHT POLE FOUNDATIONS ARE NOT TO BE REUSED THEY SHALL BE REMOVED BY THE CONTRACTOR PER THE CONTRACT SPECIAL PROVISIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF PROPOSED LIGHT POLE FOUNDATIONS AND INSTALLATION OF ELECTRICAL CONDUIT AS SHOWN ON THE PLANS.

PLANT MATERIAL SCHEDULE

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE
SHADE TREES				
10	TC	TILIA CORDATA 'GREENSPIRE'	GREEN SPIRE LITTLELEAF LINDEN	2-2½" CAL.
3	ZS	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2-2½" CAL.



FOR PROFILE SEE SHEET NOS. 29 & 32

HIGHWAY GUARD TYPE SS

NONE

TRAFFIC SIGNAL CONDUIT

NONE

WATER SUPPLY ALTERATIONS

SEE BELOW

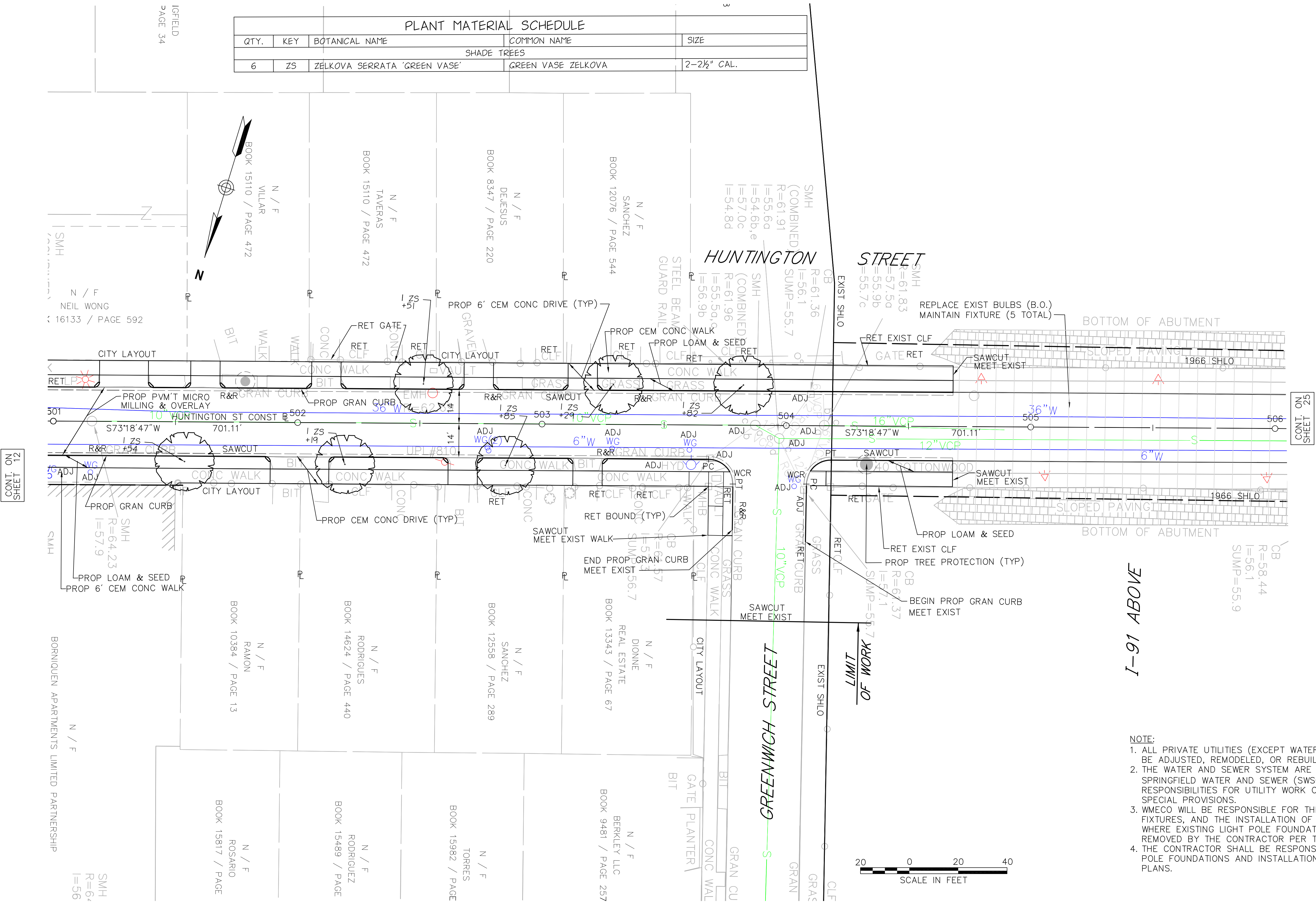
DRAINAGE DETAILS

SEE BELOW

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	13	145
PROJECT FILE NO. 605222			

GENERAL PLAN
HUNTINGTON STREET



FOR PROFILE SEE SHEET NO. 32

HIGHWAY GUARD TYPE SS

NONE

TRAFFIC SIGNAL CONDUIT

NONE

WATER SUPPLY ALTERATIONS

SEE BELOW

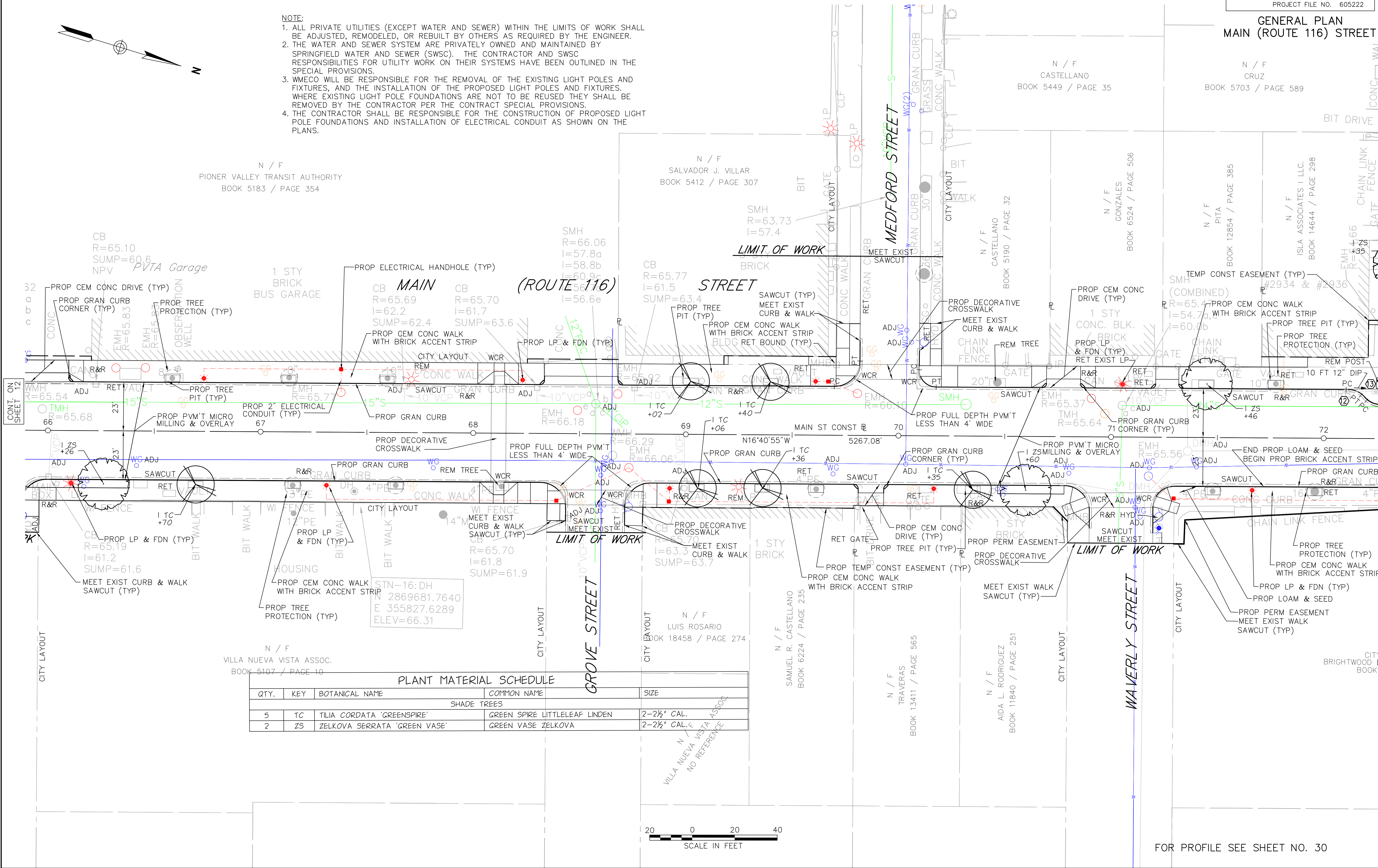
DRAINAGE DETAILS

SEE BELOW

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	14	145
PROJECT FILE NO. 605222			

GENERAL PLAN
MAIN (ROUTE 116) STREET



PLANT MATERIAL SCHEDULE				
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE
SHADE TREES				
5	TC	TILIA CORDATA 'GREENSPIRE'	GREEN SPIRE LITTLELEAF LINDEN	2-2½" CAL.
2	ZS	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2-2½" CAL.

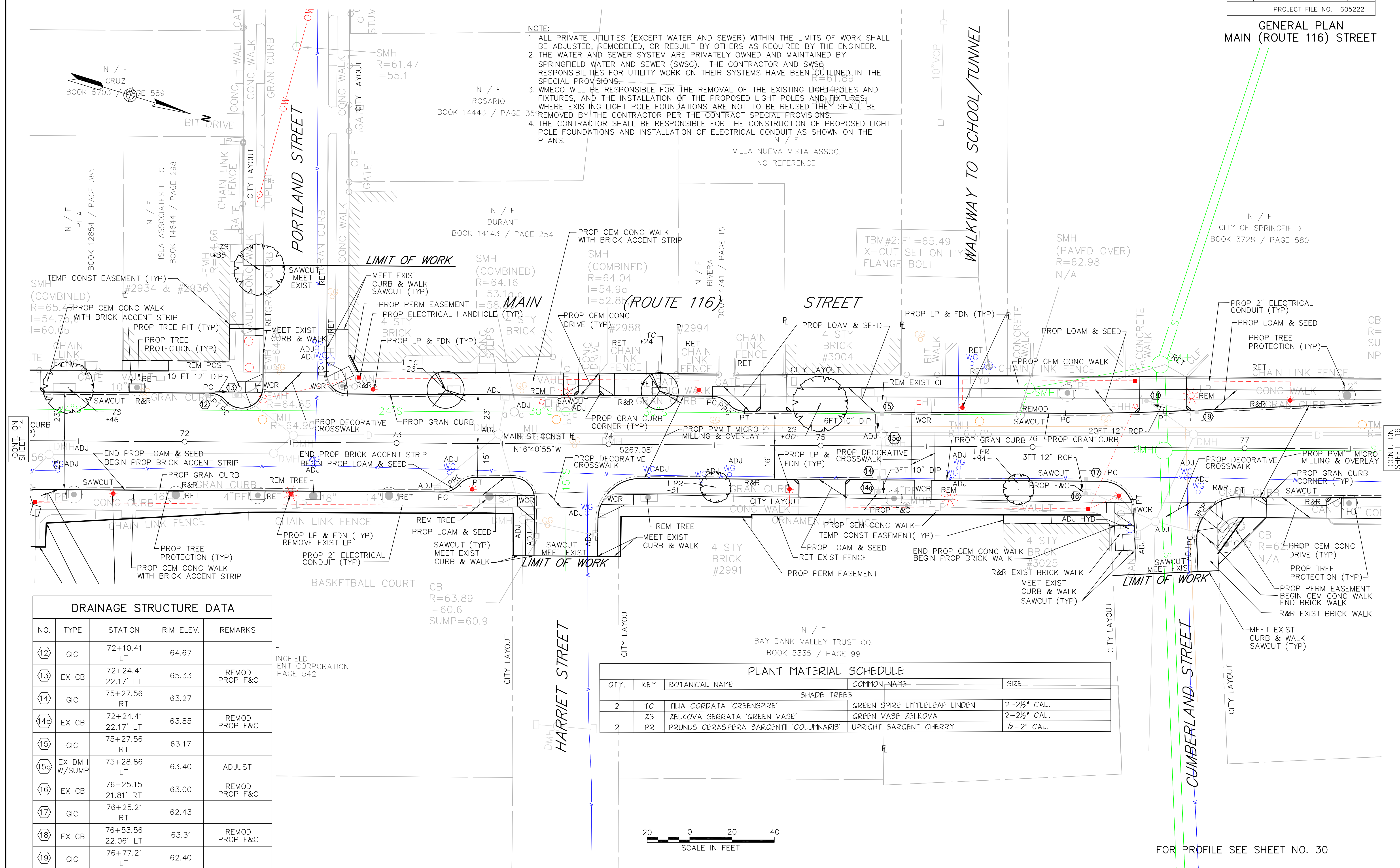


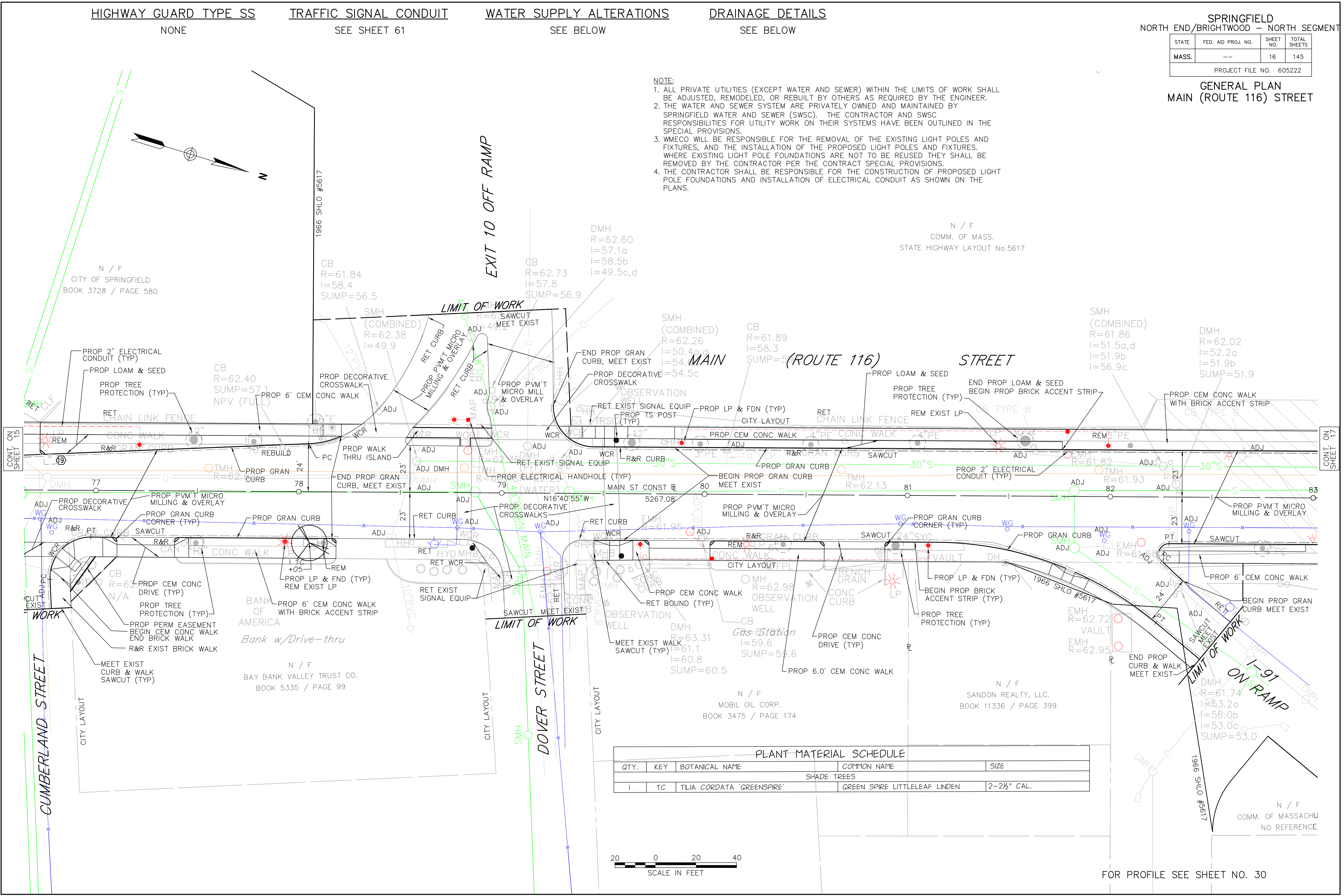
FOR PROFILE SEE SHEET NO. 30

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	15	145
PROJECT FILE NO. 605222			

GENERAL PLAN
MAIN (ROUTE 116) STREET





HIGHWAY GUARD TYPE SS
NONE

TRAFFIC SIGNAL CONDUIT
NONE

WATER SUPPLY ALTERATIONS
SEE BELOW

DRAINAGE DETAILS
SEE BELOW

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

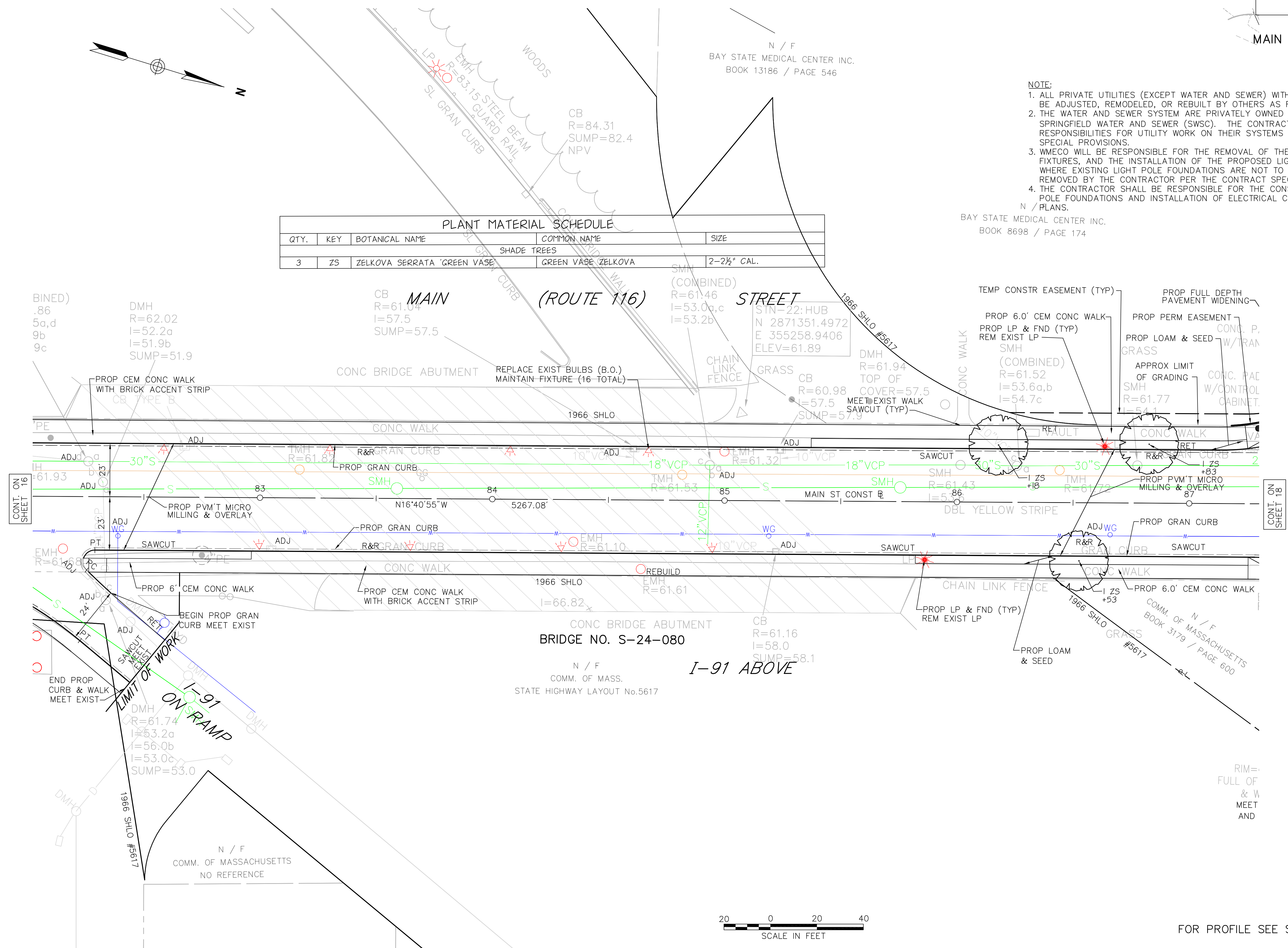
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	17	145

PROJECT FILE NO. 605222

GENERAL PLAN
MAIN (ROUTE 116) STREET

- NOTE:
1. ALL PRIVATE UTILITIES (EXCEPT WATER AND SEWER) WITHIN THE LIMITS OF WORK SHALL BE ADJUSTED, REMODELED, OR REBUILT BY OTHERS AS REQUIRED BY THE ENGINEER.
 2. THE WATER AND SEWER SYSTEM ARE PRIVATELY OWNED AND MAINTAINED BY SPRINGFIELD WATER AND SEWER (SWSC). THE CONTRACTOR AND SWSC RESPONSIBILITIES FOR UTILITY WORK ON THEIR SYSTEMS HAVE BEEN OUTLINED IN THE SPECIAL PROVISIONS.
 3. WMECO WILL BE RESPONSIBLE FOR THE REMOVAL OF THE EXISTING LIGHT POLES AND FIXTURES, AND THE INSTALLATION OF THE PROPOSED LIGHT POLES AND FIXTURES. WHERE EXISTING LIGHT POLE FOUNDATIONS ARE NOT TO BE REUSED THEY SHALL BE REMOVED BY THE CONTRACTOR PER THE CONTRACT SPECIAL PROVISIONS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF PROPOSED LIGHT POLE FOUNDATIONS AND INSTALLATION OF ELECTRICAL CONDUIT AS SHOWN ON THE PLANS.

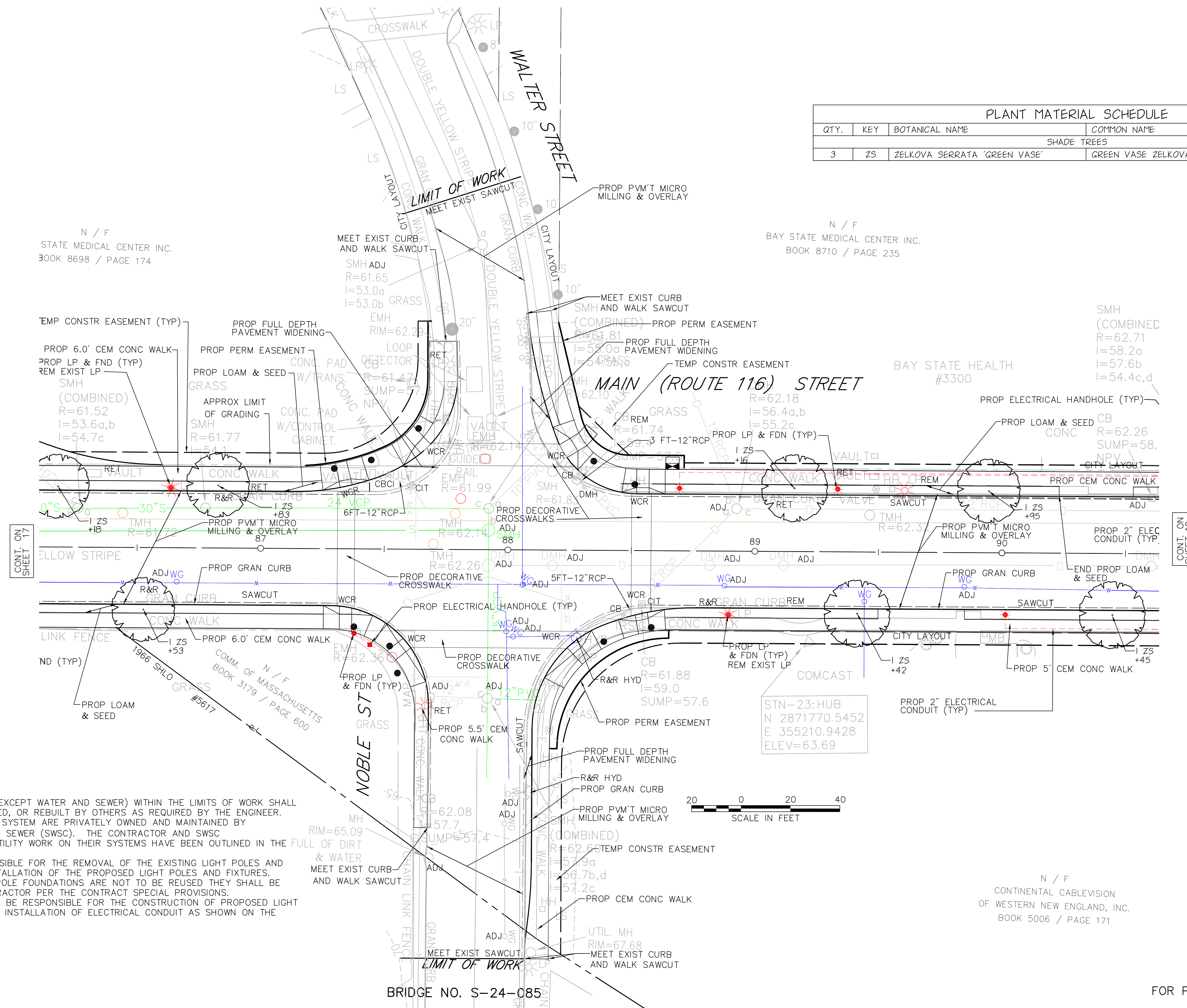
PLANT MATERIAL SCHEDULE				
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE
SHADE TREES				
3	ZS	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2-2½" CAL.



FOR PROFILE SEE SHEET NO. 30

GENERAL PLAN
MAIN (ROUTE 116) STREET

PLANT MATERIAL SCHEDULE				
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE
SHADE TREES				
3	ZS	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2-2½" CAL.



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FOR PROFILE SEE SHEET NO. 30

GENERAL PLAN
MAIN (ROUTE 116) STREET

\\vhb\proj\Worcester\09790.00\cad\te\Planset\Phase 2\09790GEN-UTIL-100.dwg

SPRINGFIELD

NORTH END/BRIGHTWOOD – NORTH SEGMENT

SEE BELOW

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	20	145
PROJECT FILE NO. 605222			

GENERAL PLAN
MAIN (ROUTE 116) STREET

[illegible]

FOR PROFILE SEE SHEET NO. 31

HIGHWAY GUARD TYPE SS

NONE

TRAFFIC SIGNAL CONDUIT

NONE

WATER SUPPLY ALTERATIONS

SEE BELOW

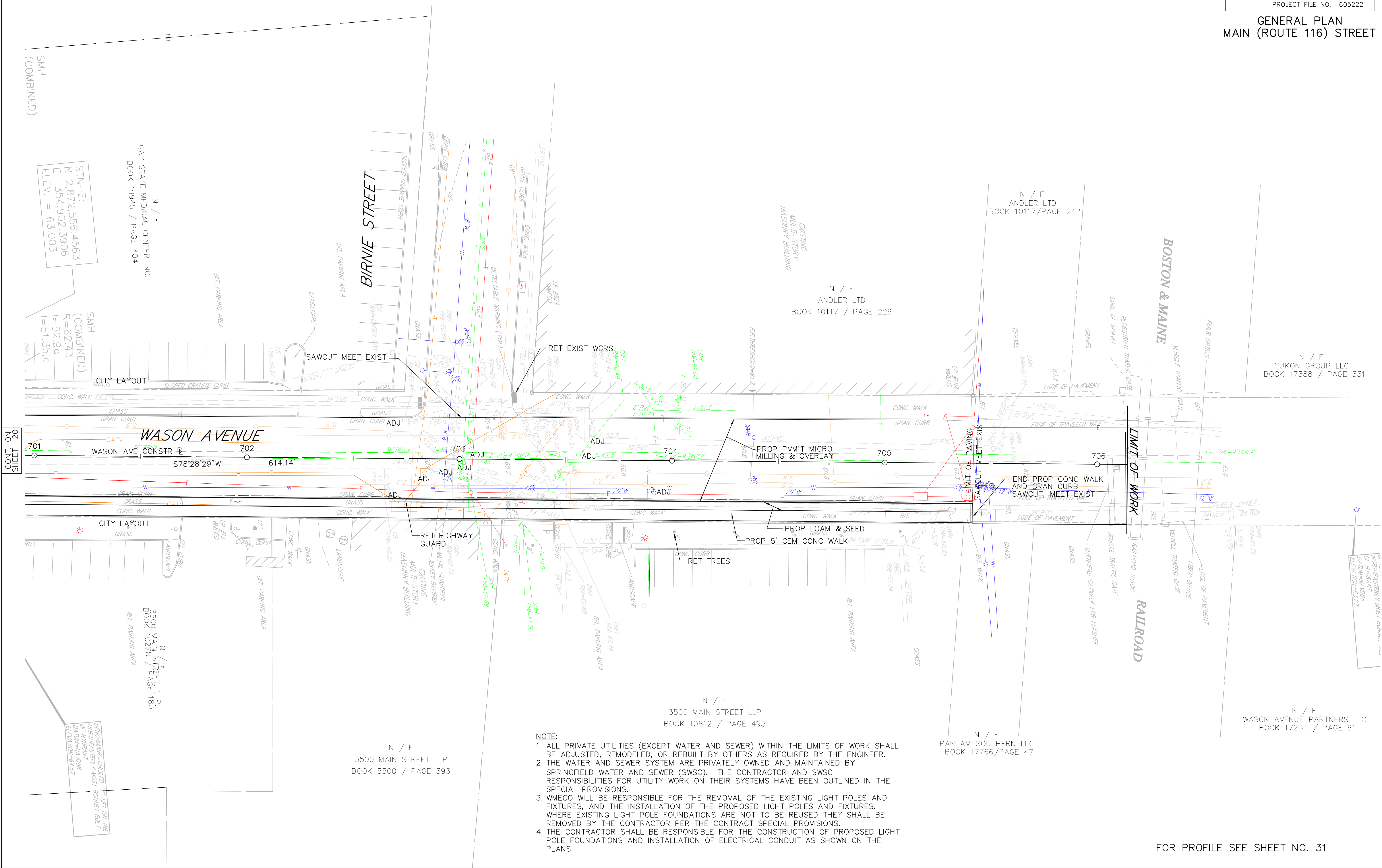
DRAINAGE DETAILS

SEE BELOW

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	21	145
PROJECT FILE NO. 605222			

GENERAL PLAN
MAIN (ROUTE 116) STREET



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FOR PROFILE SEE SHEET NO. 31

HIGHWAY GUARD TYPE SS

NONE

TRAFFIC SIGNAL CONDUIT

NONE

WATER SUPPLY ALTERATIONS

SEE BELOW

DRAINAGE DETAILS

SEE BELOW

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	22	145
PROJECT FILE NO. 605222			

GENERAL PLAN
MAIN (ROUTE 116) STREET

NOTE:

1. ALL PRIVATE UTILITIES (EXCEPT WATER AND SEWER) WITHIN THE LIMITS OF WORK SHALL BE ADJUSTED, REMODELED, OR REBUILT BY OTHERS AS REQUIRED BY THE ENGINEER.
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RK=CHISLED "X" SET ON THE
STERILY MOST BONNET BOLT
INT
AVD88
V=64.67

MAIN

(ROUTE 116)

STREET

N / F
3640 MAIN STREET, LLP
BOOK 16017 / PAGE 11
PLAN BOOK 313 / PLAN

N / F
3500 MAIN STREET, LLC.
BOOK 5500 / PAGE 393

N / F
3500 MAIN STREET, LLP.
BOOK 10812 / PAGE 495

N / F
3500 MAIN STREET, LLP.
BOOK 5424 / PAGE 67

DMH
R=61.33
I=53.3a
I=55.9b,d,h
I=56.5c
I=55.1f
I=55.9g

SMH
(NO FLOW)
R=61.01
I=58.5

SMH
(COMBINED)
R=61.29
I=57.2a
I=54.5b,d
I=55.5c

CB
R=60.77
I=57.5
SUMP=57.8

PROP LOAM & SEED

PROP 2" ELECTRICAL
CONDUIT (TYP)

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

PROP LOAM & SEED

STN F: GPS/P-KNAIL
N 2,873,127.1704
E 354,792.4925
ELEV. = 61.268

N / F
BAY STATE MEDICAL CENTER INC.
BOOK 8698 / PAGE 181

PLANT MATERIAL SCHEDULE

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE
SHADE TREES				
5	ZS	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2-2 1/2" CAL.

N / F
BAY STATE MEDICAL CENTER INC.
BOOK 8600 / PAGE 258

20 0 20 40
SCALE IN FEET

FOR PROFILE SEE SHEET NO. 31

\\vhb\proj\Worcester\09790.00\cad\te\Planset\Phase 2\09790GEN-UTIL-100.dwg

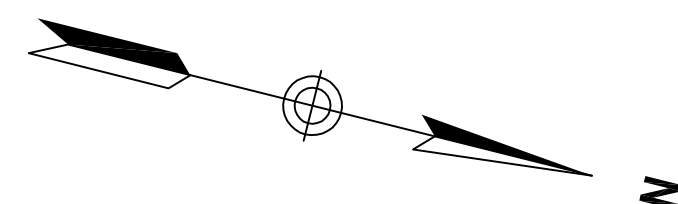
\\vhb\proj\Worcester\09790.00\cad\te\Planset\Phase 2\09790GEN-UTIL-100.dwg

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

SEE BELOW

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	26	145
PROJECT FILE NO. 605222			

GENERAL PLAN
BIRNIE AVENUE



N / F
CROWLEY, BONAVITA & CARO
BOOK 10034 / PAGE 304

3 STY
BRICK
"THE FINAL
MARKDOWN"

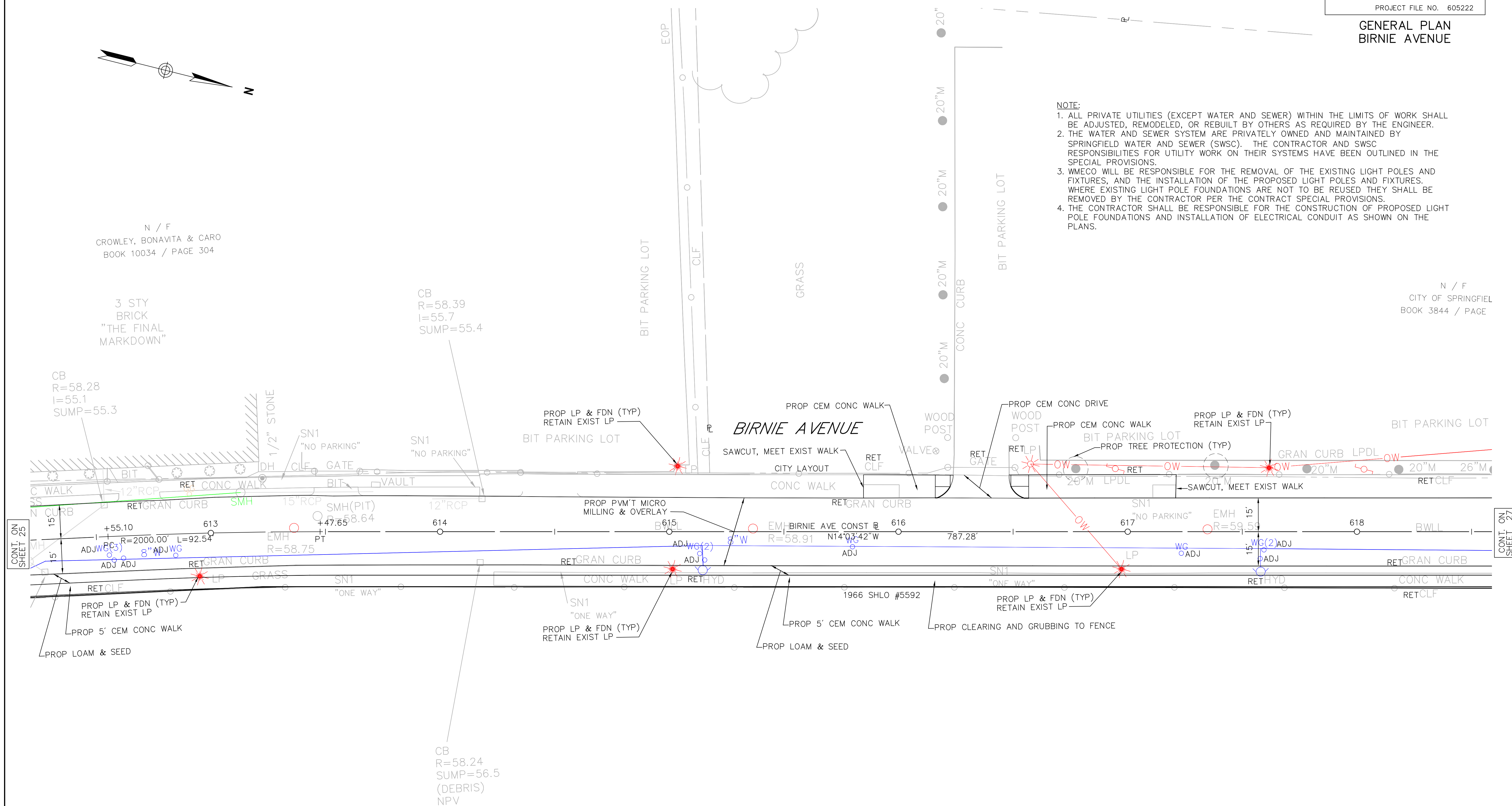
CB
R=58.28
I=55.1
SUMP=55.3

CB
R=58.39
I=55.7
SUMP=55.4

N / F
CITY OF SPRINGFIELD
BOOK 3844 / PAGE

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N / F
COMM. OF MASS.
STATE HIGHWAY LAYOUT No.5646



FOR PROFILE SEE SHEET NO. 33

HIGHWAY GUARD TYPE SS

NONE

TRAFFIC SIGNAL CONDUIT

NONE

WATER SUPPLY ALTERATIONS

SEE BELOW

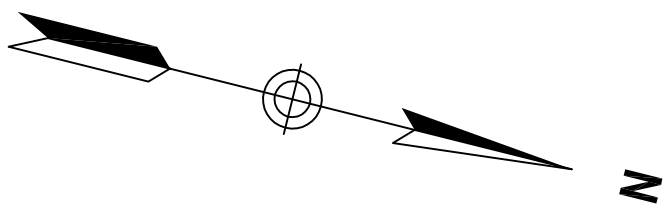
DRAINAGE DETAILS

SEE BELOW

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

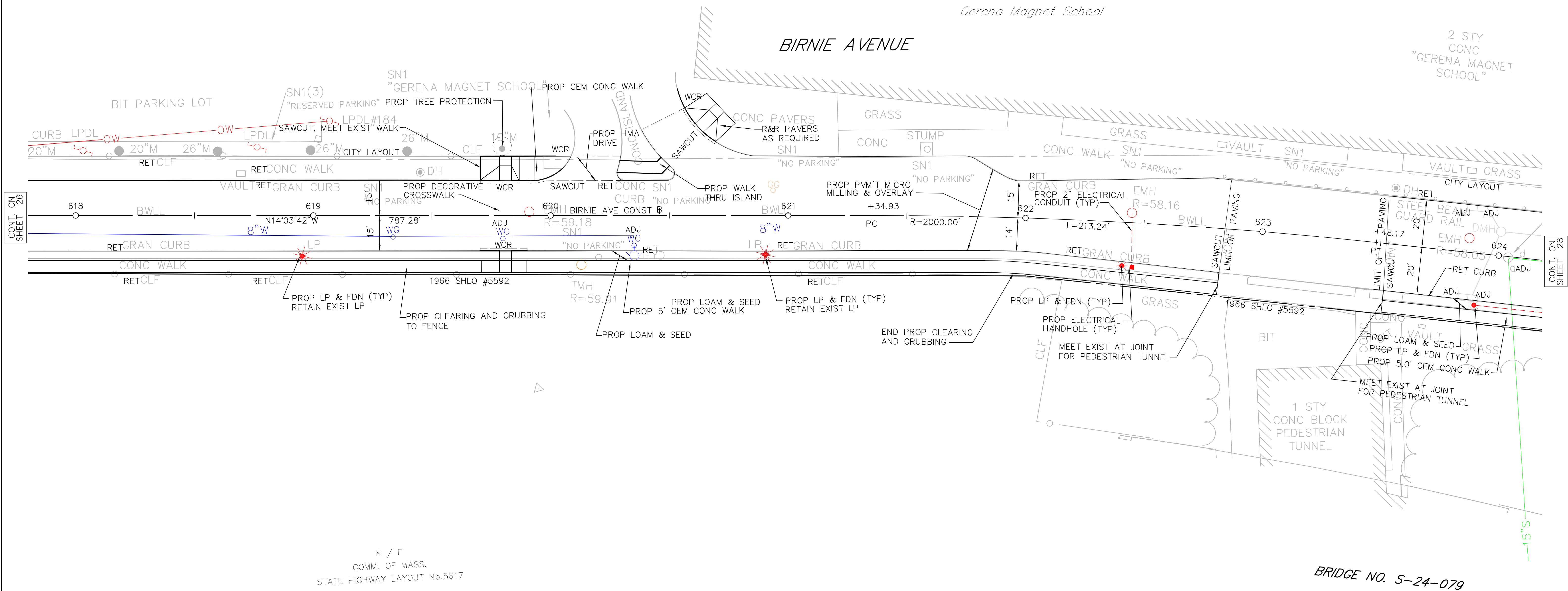
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	27	145
PROJECT FILE NO. 605222			

GENERAL PLAN
BIRNIE AVENUE



- NOTE:
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N / F
CITY OF SPRINGFIELD
BOOK 3844 / PAGE 188



N / F
COMM. OF MASS.
STATE HIGHWAY LAYOUT No.5617



BRIDGE NO. S-24-079

FOR PROFILE SEE SHEETS NO. 33-34

HIGHWAY GUARD TYPE SS

NONE

TRAFFIC SIGNAL CONDUIT

NONE

WATER SUPPLY ALTERATIONS

SEE BELOW

DRAINAGE DETAILS

SEE BELOW

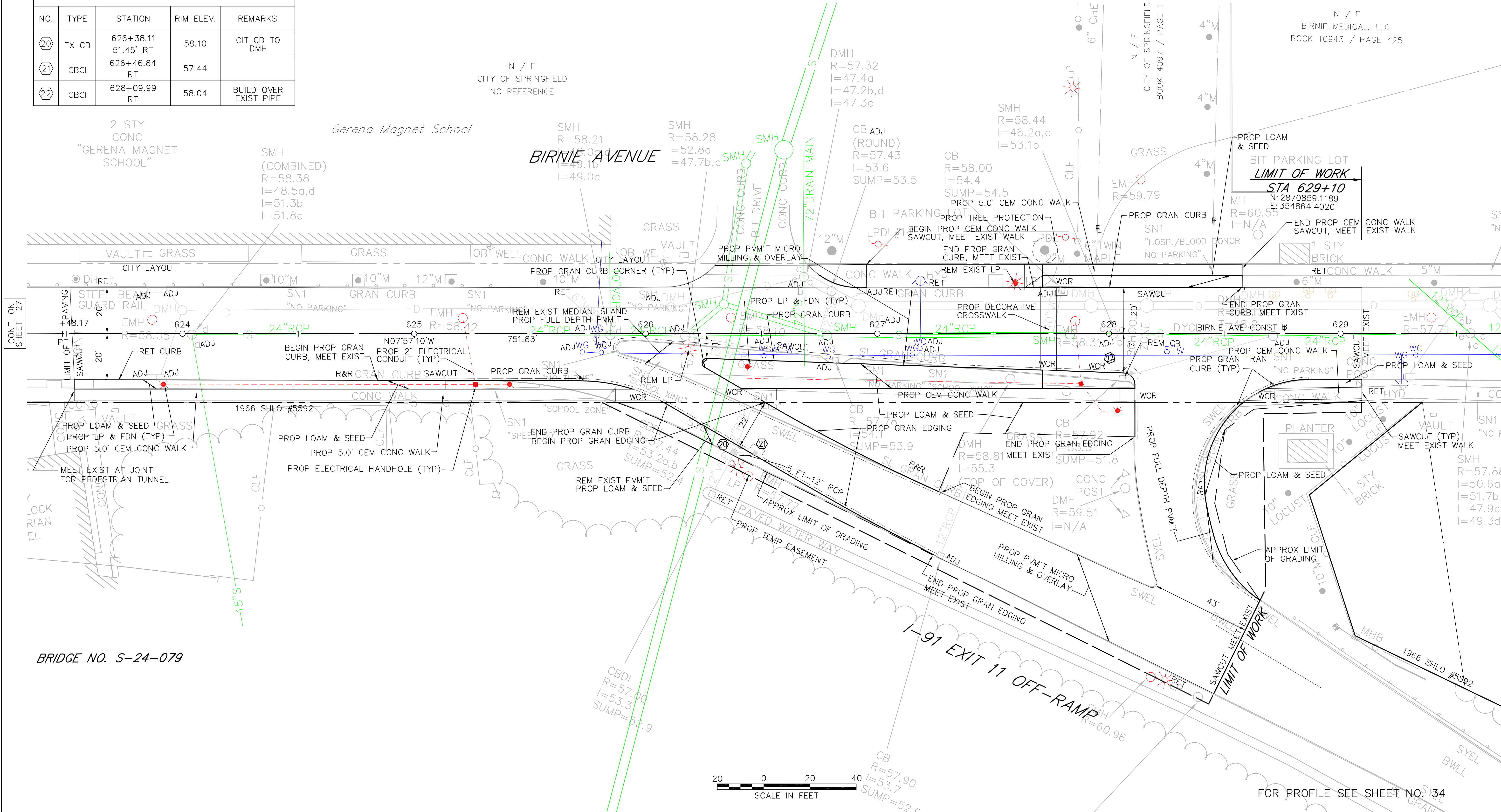
SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	28	145
PROJECT FILE NO. 605222			

GENERAL PLAN
BIRNIE AVENUE

DRAINAGE STRUCTURE DATA				
NO.	TYPE	STATION	RIM ELEV.	REMARKS
20	EX CB	626+38.11 51.45' RT	58.10	CIT CB TO DMH
21	CBCI	626+46.84 RT	57.44	
22	CBCI	628+09.99 RT	58.04	BUILD OVER EXIST PIPE

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SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	29	145
PROJECT FILE NO. 605222			

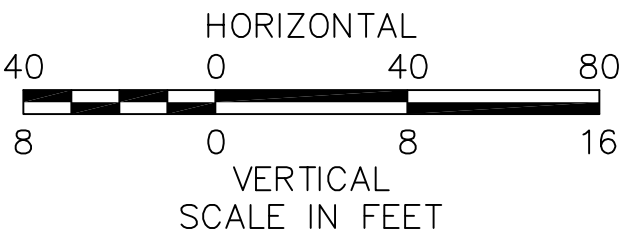
PROFILES

MAIN STREET IS PROPOSED MICRO-MILLING & PAVEMENT OVERLAY.
NO PROFILE ADJUSTMENTS ARE PROPOSED FOR THIS PROJECT.
AN EXISTING PROFILE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

BEGIN PROJECT
STA 48+50.00
N: 2867935.6140
E: 356514.9227

DATUM ELEV
50.00

CONTINUED
BELOW



STA. 56+21.98 MAIN STREET CONST. R =
STA. 400+00.00 ARCH STREET CONST. R =

CONTINUED
ABOVE

CONT. ON
SHEET 28

STA. 56+21.98 MAIN STREET CONST. R =
STA. 400+00.00 ARCH STREET CONST. R =

STA. 61+89.53 MAIN STREET CONST. R =
STA. 500+00.00 HUNTINGTON STREET CONST. R =

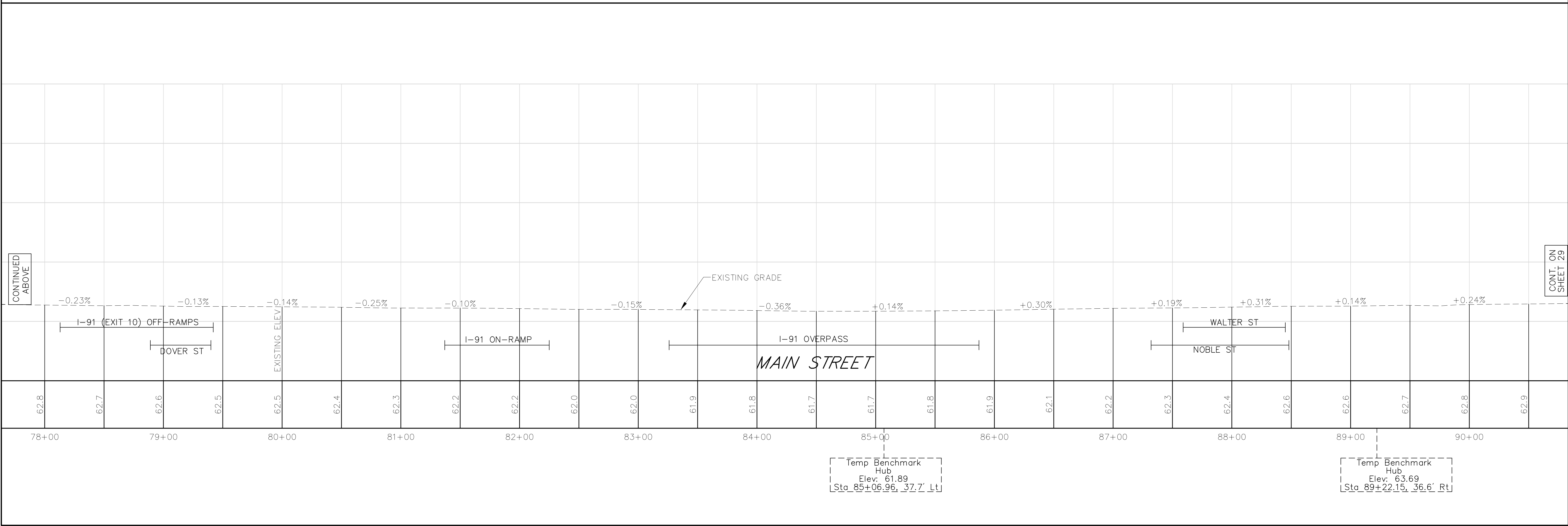
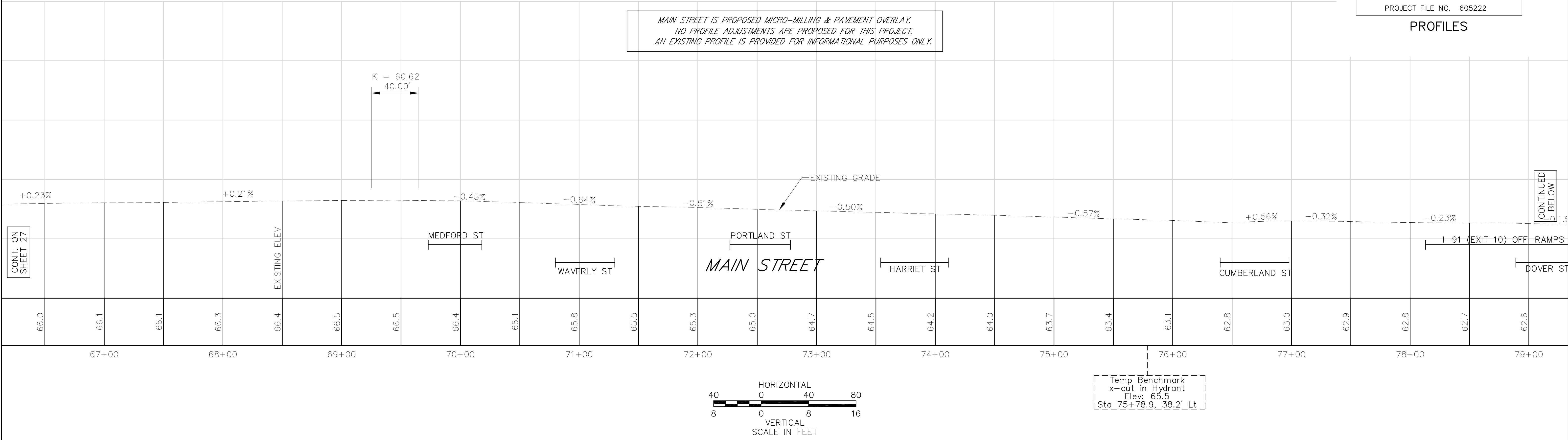
Temp Benchmark
dh set
Elev: 65.6
Sta. 64+73.9, 30.7' Lt

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	30	145
PROJECT FILE NO. 605222			

PROFILES

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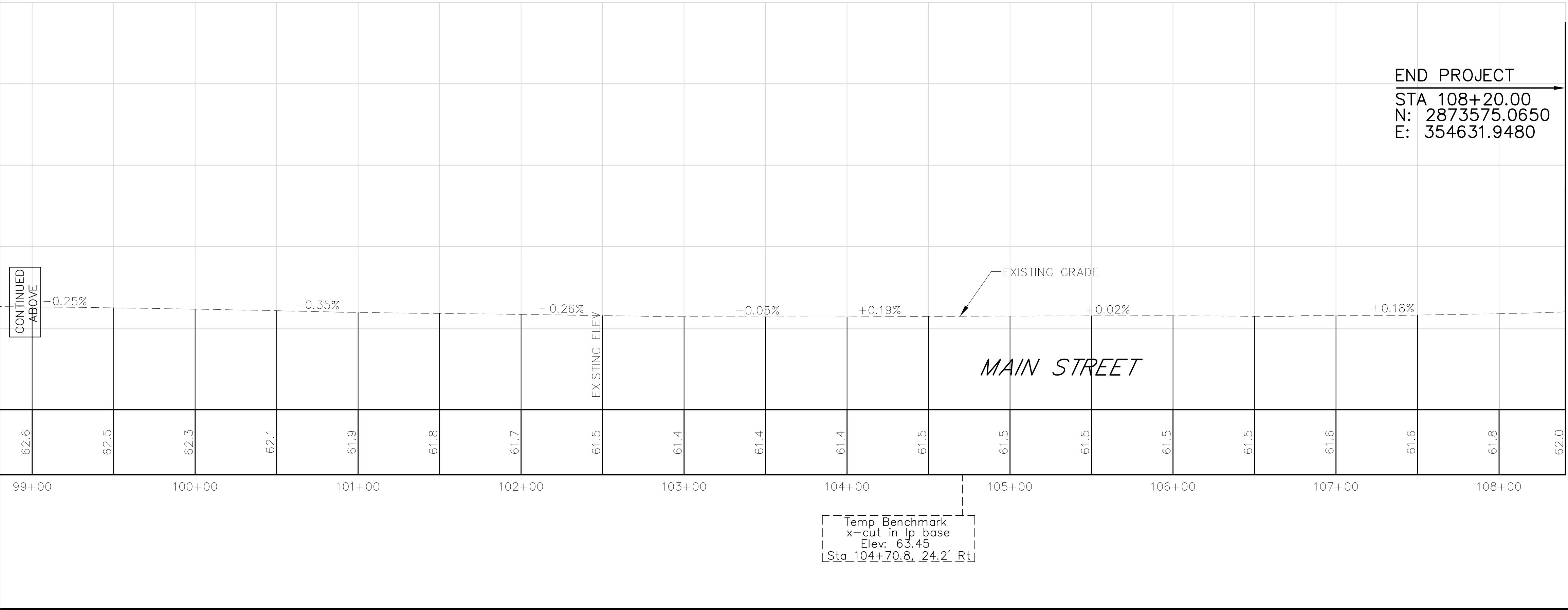
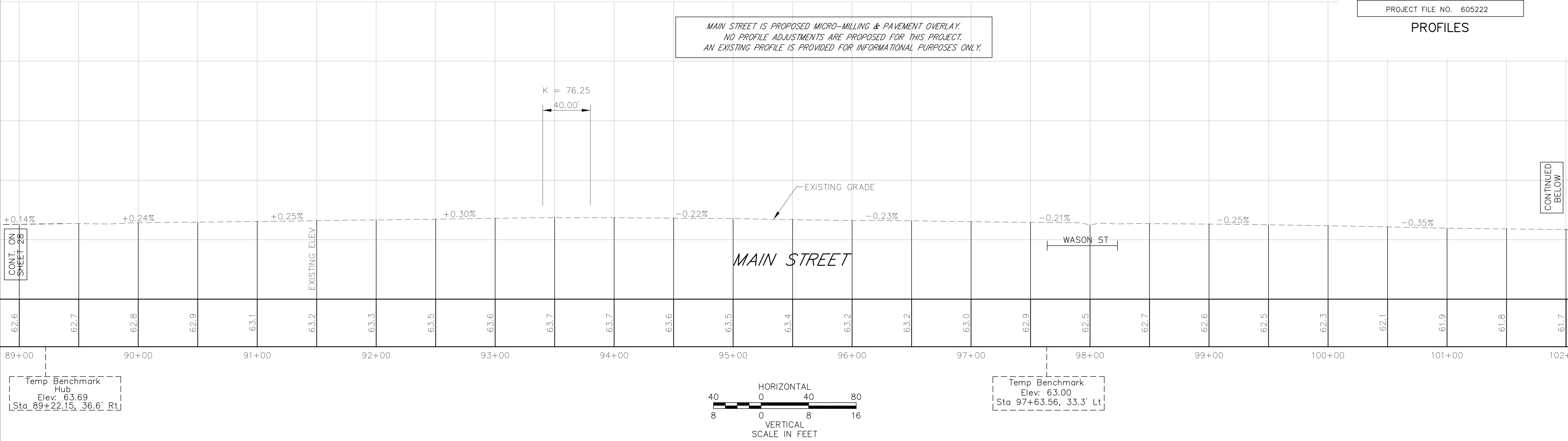


SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	31	145
PROJECT FILE NO. 605222			

PROFILES

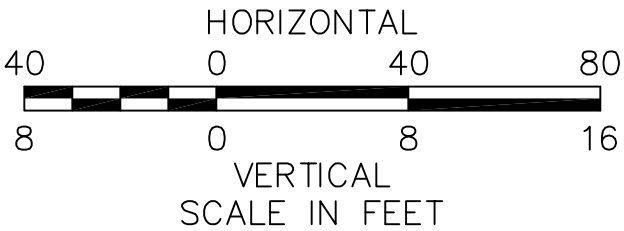
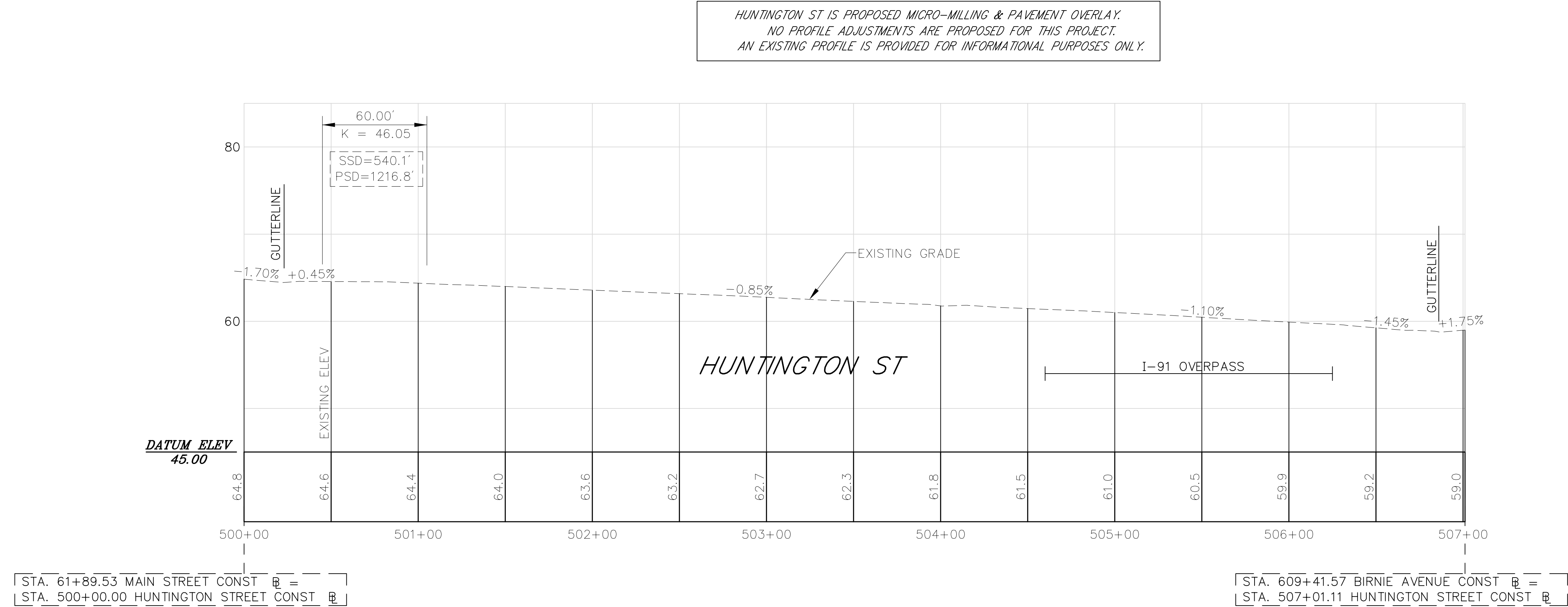
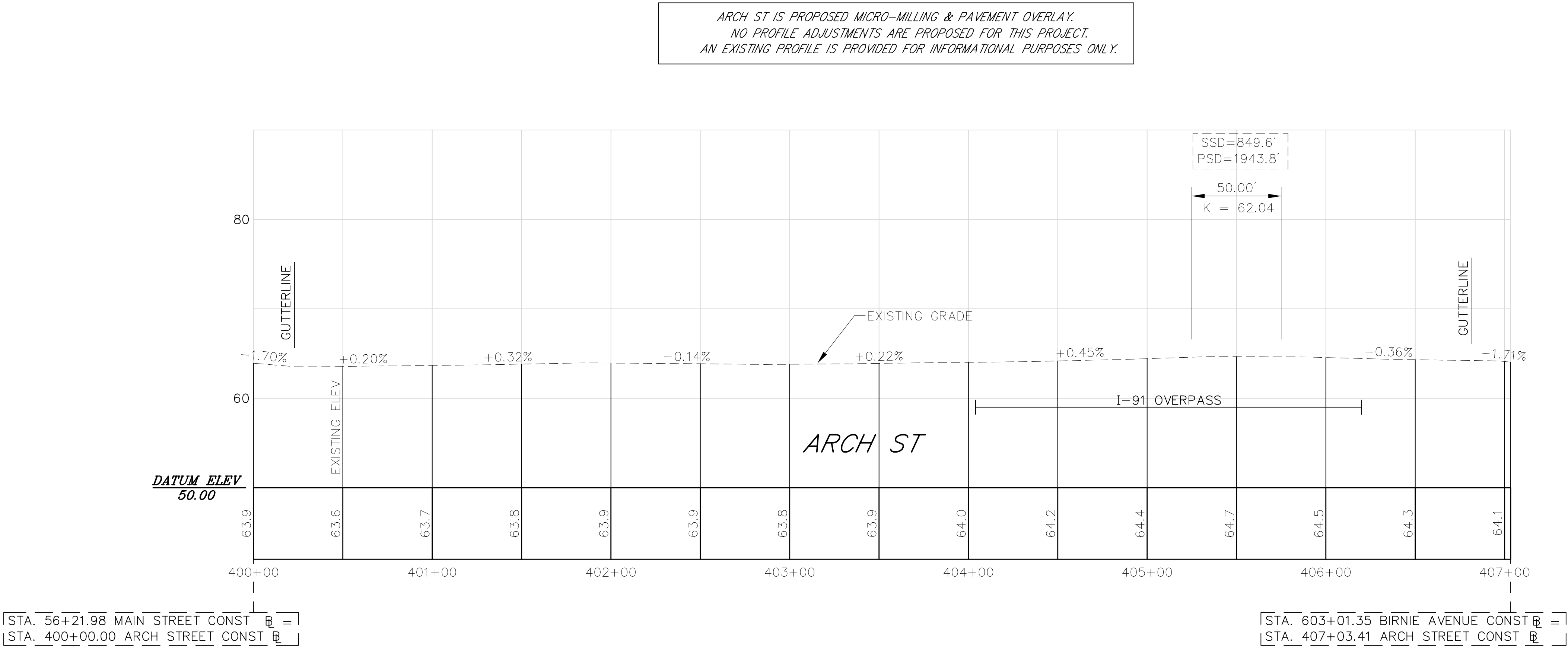
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SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	32	145
PROJECT FILE NO. 605222			

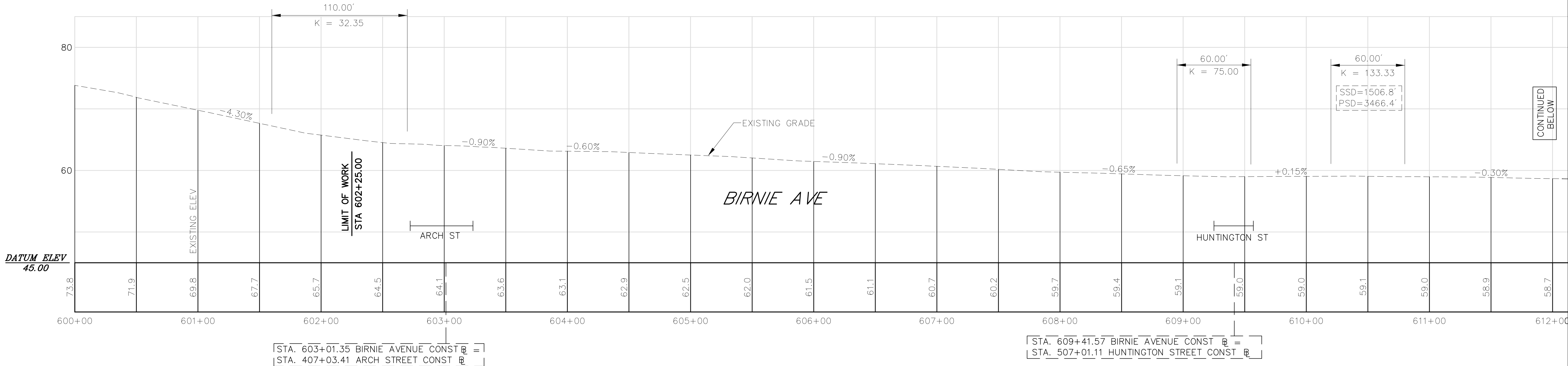
PROFILES



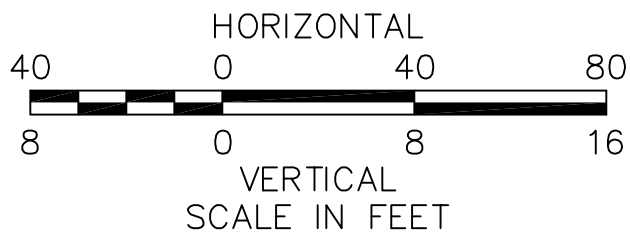
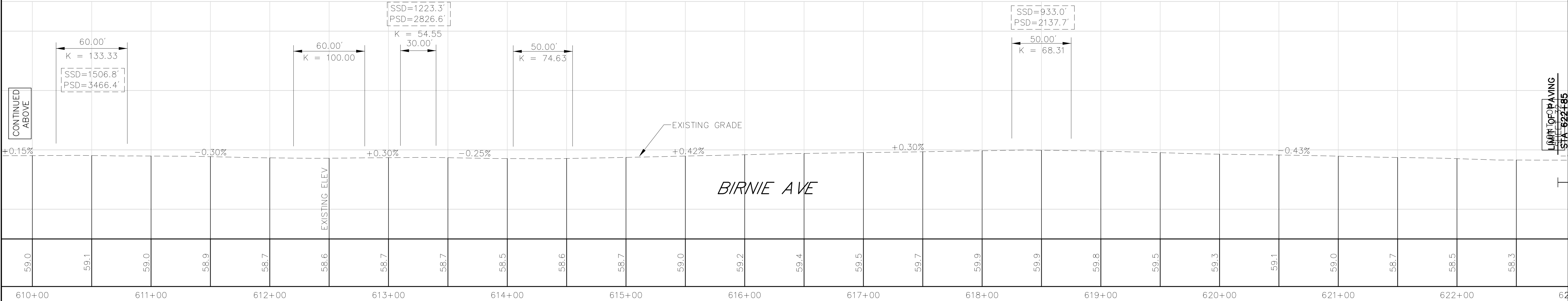
SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	33	145
PROJECT FILE NO. 605222			

PROFILES



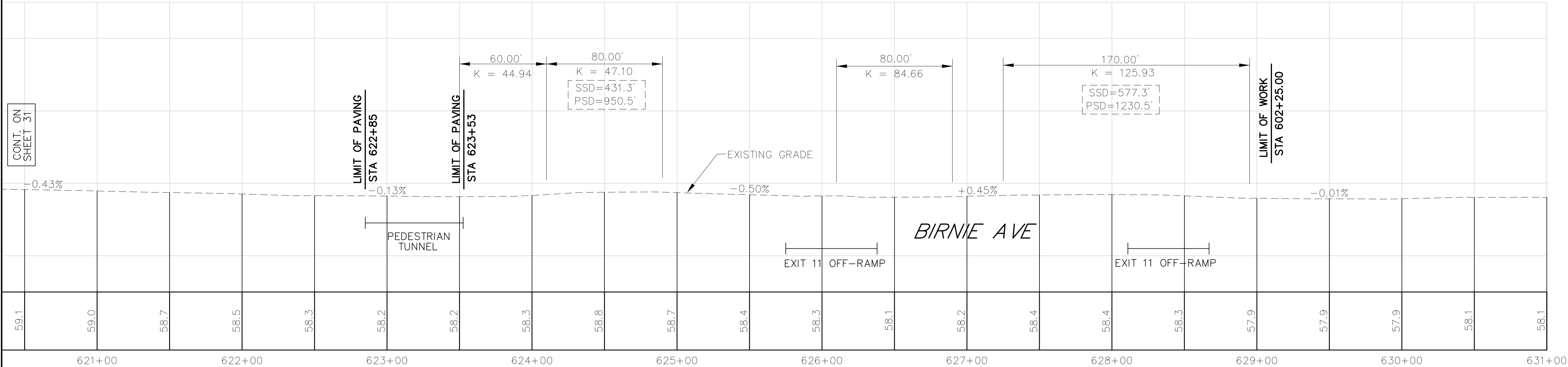
BIRNIE AVE IS PROPOSED MICRO-MILLING PAVEMENT OVERLAY.
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AN EXISTING PROFILE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



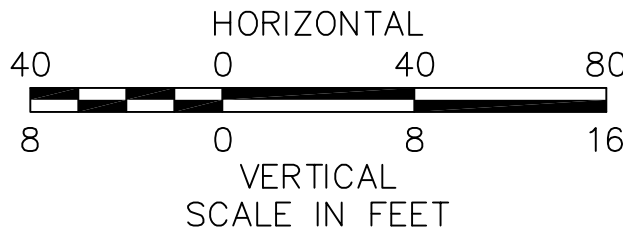
SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	34	145
PROJECT FILE NO. 605222			

PROFILES



BIRNIE AVE IS PROPOSED MICRO-MILLING & PAVEMENT OVERLAY.
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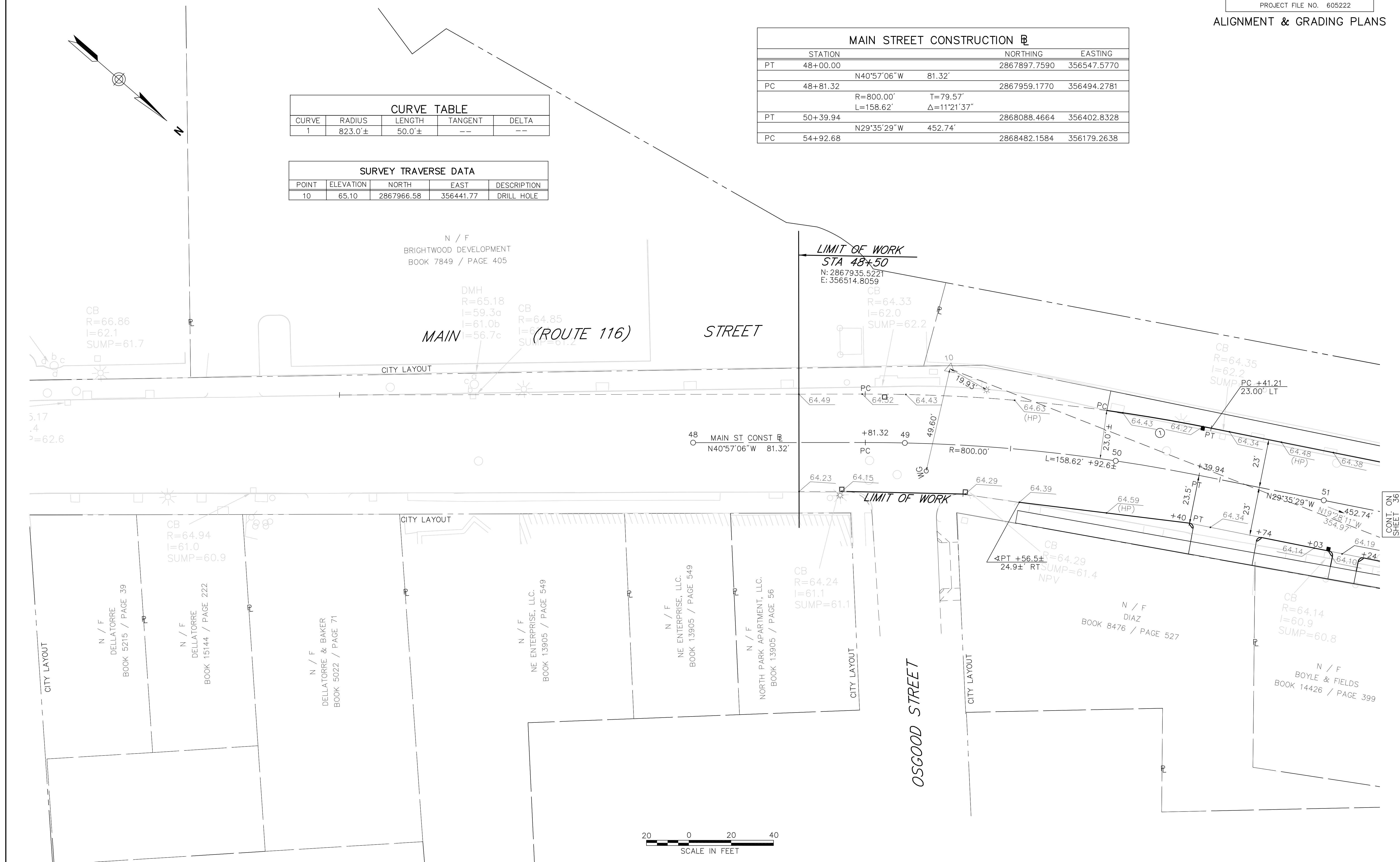
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	35	145
PROJECT FILE NO. 605222			

ALIGNMENT & GRADING PLANS

MAIN STREET CONSTRUCTION				
	STATION			
		NORTHING	EASTING	
PT	48+00.00		2867897.7590	356547.5770
		N40°57'06"W	81.32'	
PC	48+81.32		2867959.1770	356494.2781
		R=800.00'	T=79.57'	
		L=158.62'	Δ=11°21'37"	
PT	50+39.94		2868088.4664	356402.8328
		N29°35'29"W	452.74'	
PC	54+92.68		2868482.1584	356179.2638

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	823.0'+	50.0'+	--	--

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
10	65.10	2867966.58	356441.77	DRILL HOLE



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

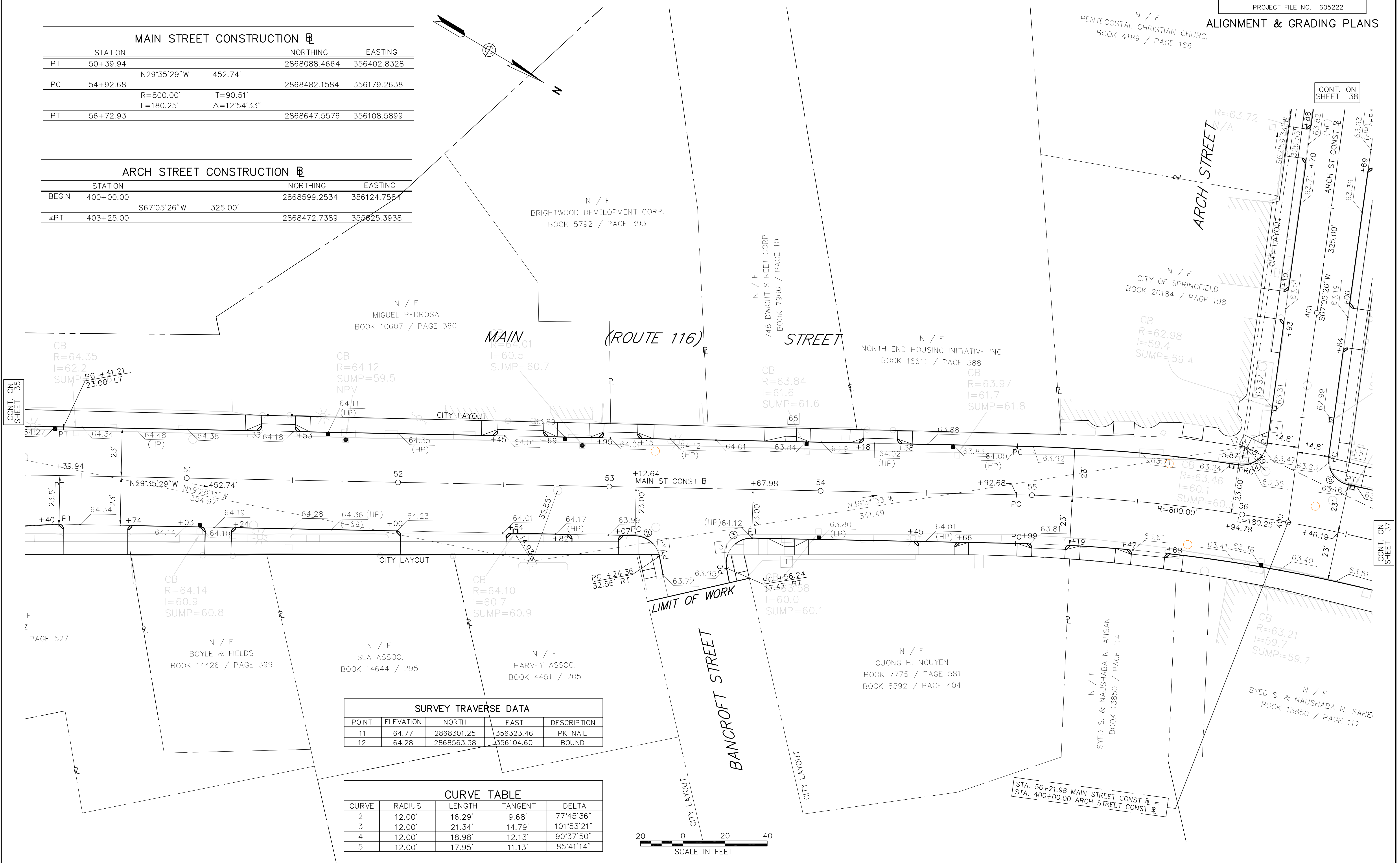
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	36	145
PROJECT FILE NO. 605222			

ALIGNMENT & GRADING PLANS

N / F
PENTECOSTAL CHRISTIAN CHURCH.
BOOK 4189 / PAGE 166

MAIN STREET CONSTRUCTION				
STATION	NORTHING		EASTING	
PT	50+39.94	2868088.4664	356402.8328	
	N29°35'29"W	452.74'		
PC	54+92.68	2868482.1584	356179.2638	
	R=800.00'	T=90.51'		
	L=180.25'	Δ=12°54'33"		
PT	56+72.93	2868647.5576	356108.5899	

ARCH STREET CONSTRUCTION				
STATION	NORTHING		EASTING	
BEGIN	400+00.00	2868599.2534	356124.7584	
	S67°05'26"W	325.00'		
4PT	403+25.00	2868472.7389	355825.3938	



SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
11	64.77	2868301.25	356323.46	PK NAIL
12	64.28	2868563.38	356104.60	BOUND

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
2	12.00'	16.29'	9.68'	77°45'36"
3	12.00'	21.34'	14.79'	101°53'21"
4	12.00'	18.98'	12.13'	90°37'50"
5	12.00'	17.95'	11.13'	85°41'14"

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	37	145
PROJECT FILE NO. 605222			

ALIGNMENT & GRADING PLANS

BOOK 10110 / PAGE 412

ARCH STREET CONSTRUCTION			
STATION	NORTHING	EASTING	
BEGIN 400+00.00	2868599.2534	356124.7584	
S67°05'26"W 325.00'			
4PT 403+25.00	2868472.7389	355825.3938	

N / F
PENTECOSTAL CHRISTIAN CHURCH
BOOK 8619 / PAGE 375
BOOK 4563 / PAGE 286

N / F
CHUNG
BOOK 14916 / PAGE 482

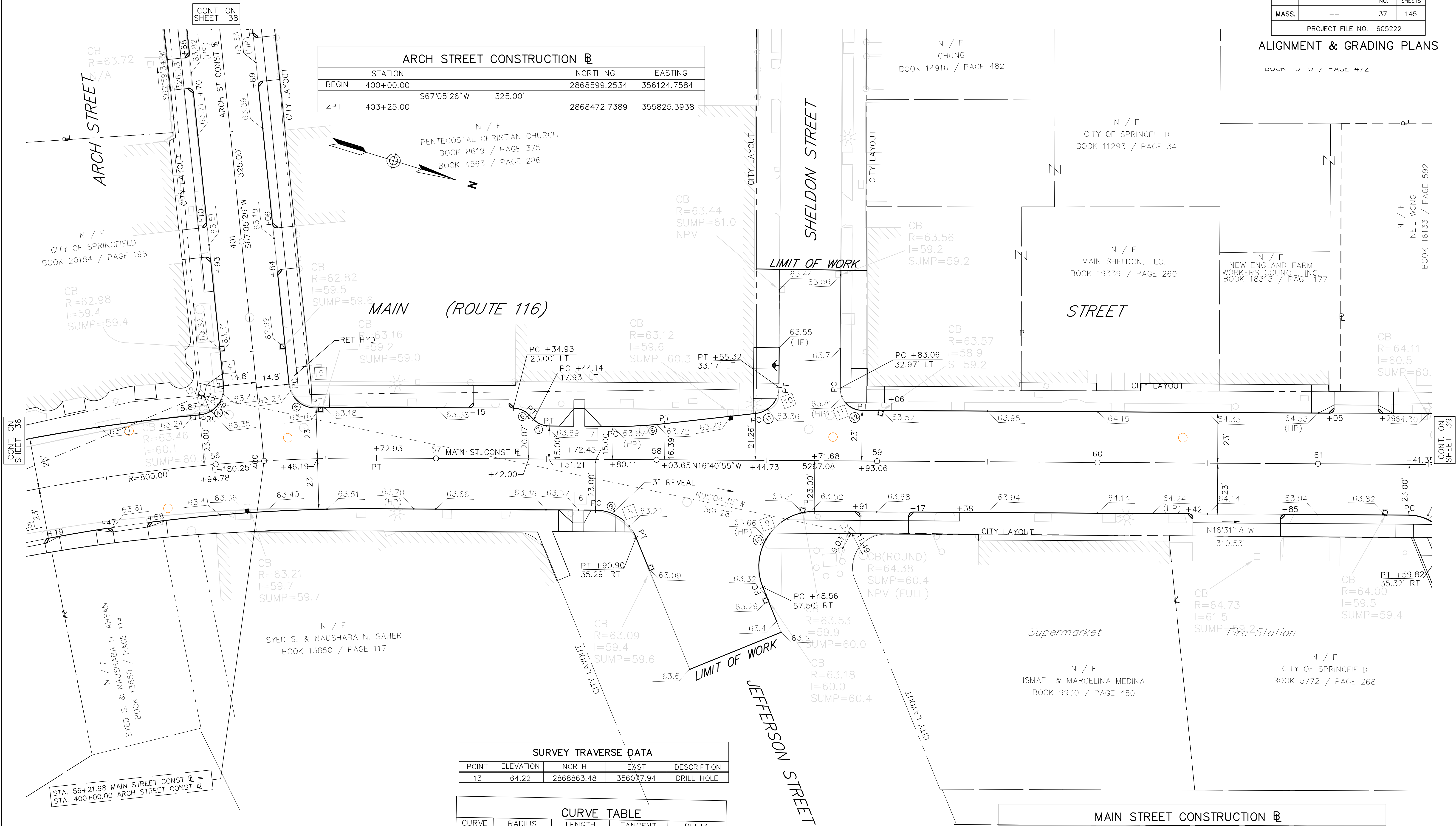
N / F
CITY OF SPRINGFIELD
BOOK 11293 / PAGE 34

N / F
MAIN SHELDON, LLC.
BOOK 19339 / PAGE 260

N / F
NEW ENGLAND FARM
WORKERS COUNCIL, INC.
BOOK 18313 / PAGE 177

N / F
NEIL WONG
BOOK 16133 / PAGE 592

CB
R=64.11
I=60.5
SUMP=60.0



SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
13	64.22	2868863.48	356077.94	DRILL HOLE

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
6	10.00'	7.85'	4.14'	45°00'00"
7	10.00'	7.85'	4.14'	45°00'00"
8	200.00'	23.60'	11.81'	6°45'37"
9	20.00'	23.50'	13.32'	67°19'10"
10	25.00'	49.02'	37.30'	112°20'12"
11	12.00'	17.42'	10.65'	83°11'43"
12	10.00'	15.69'	9.98'	89°52'18"

MAIN STREET CONSTRUCTION		
STATION	NORTHING	EASTING
PC 54+92.68	2868482.1584	356179.2638
R=800.00' T=90.51' L=180.25' Δ=12°54'33"		
PT 56+72.93	2868647.5576	356108.5899
END 109+40.00	2873692.9540	354596.6198



ALIGNMENT & GRADING PLANS

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
46	64.19	2868440.96	355801.87	DRILL HOLE
45	63.75	2868290.25	355465.43	PK NAIL

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
56	10.00'	15.84'	10.13'	90°46'04"
57	10.00'	16.51'	10.83'	94°34'35"

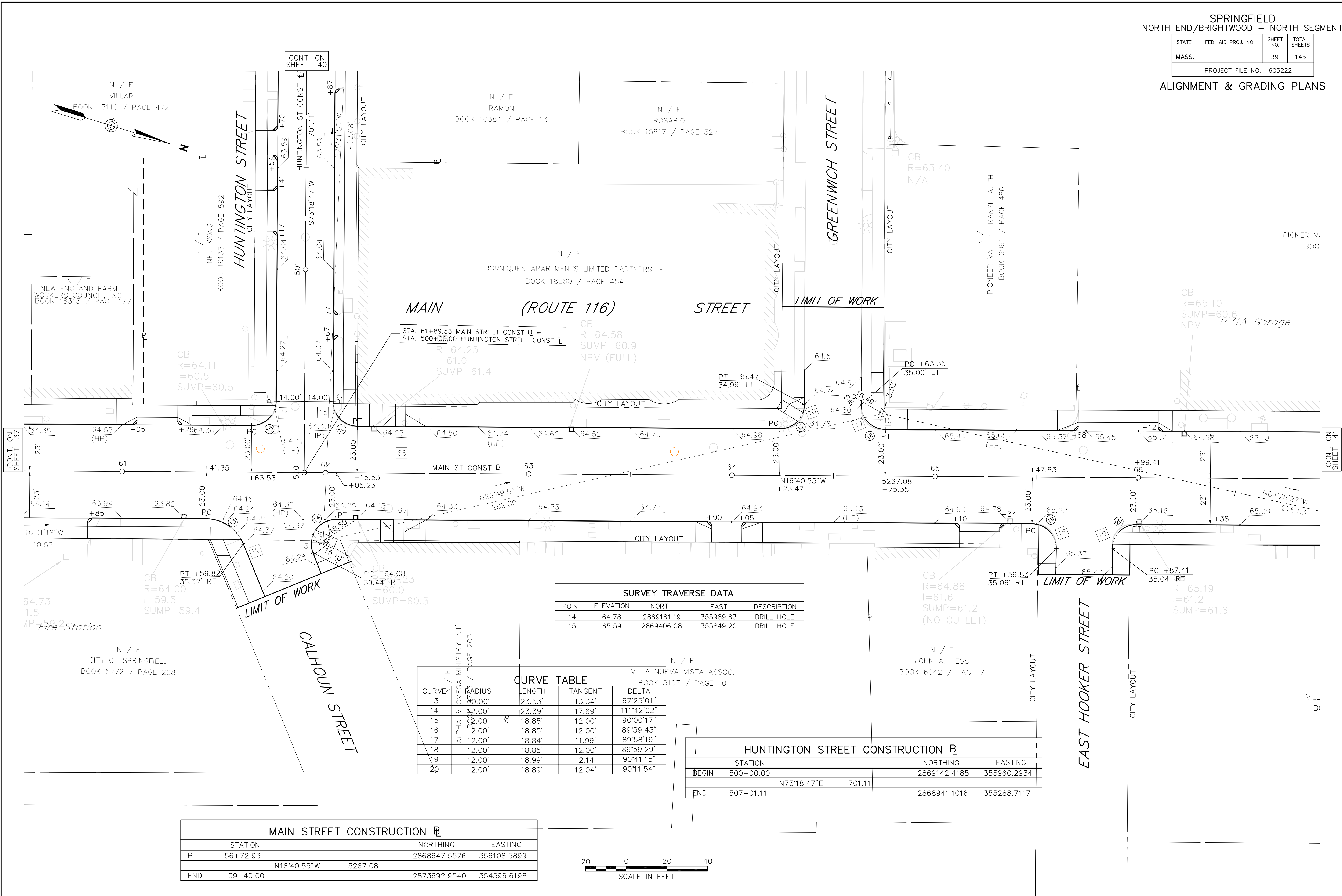


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	39	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS



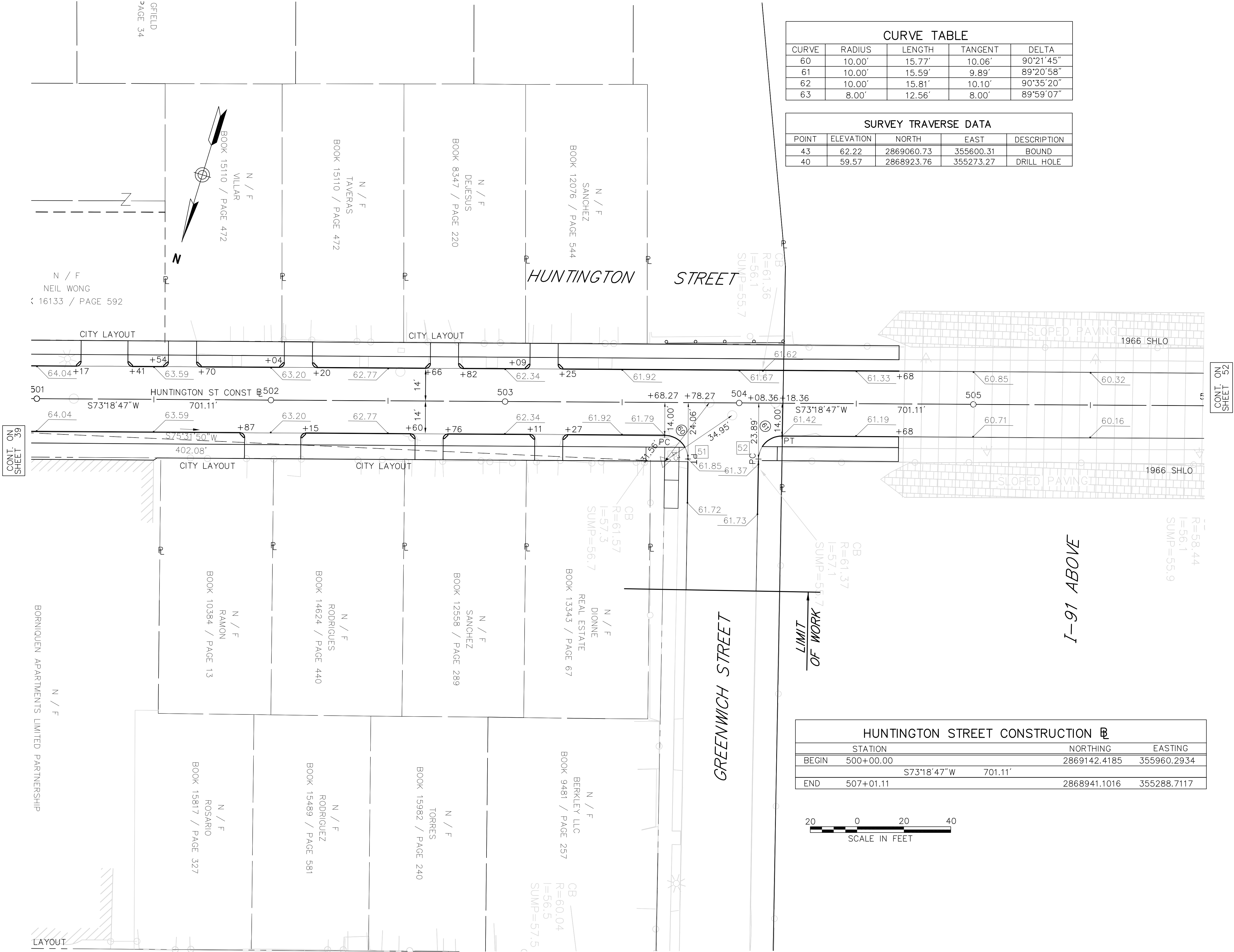
SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	40	145
PROJECT FILE NO. 605222			

ALIGNMENT & GRADING PLANS

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
60	10.00'	15.77'	10.06'	90°21'45"
61	10.00'	15.59'	9.89'	89°20'58"
62	10.00'	15.81'	10.10'	90°35'20"
63	8.00'	12.56'	8.00'	89°59'07"

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
43	62.22	2869060.73	355600.31	BOUND
40	59.57	2868923.76	355273.27	DRILL HOLE



HUNTINGTON STREET CONSTRUCTION			
	STATION	NORTHING	EASTING
BEGIN	500+00.00	2869142.4185	355960.2934
		S73°18'47"W	701.11'
END	507+01.11	2868941.1016	355288.7117

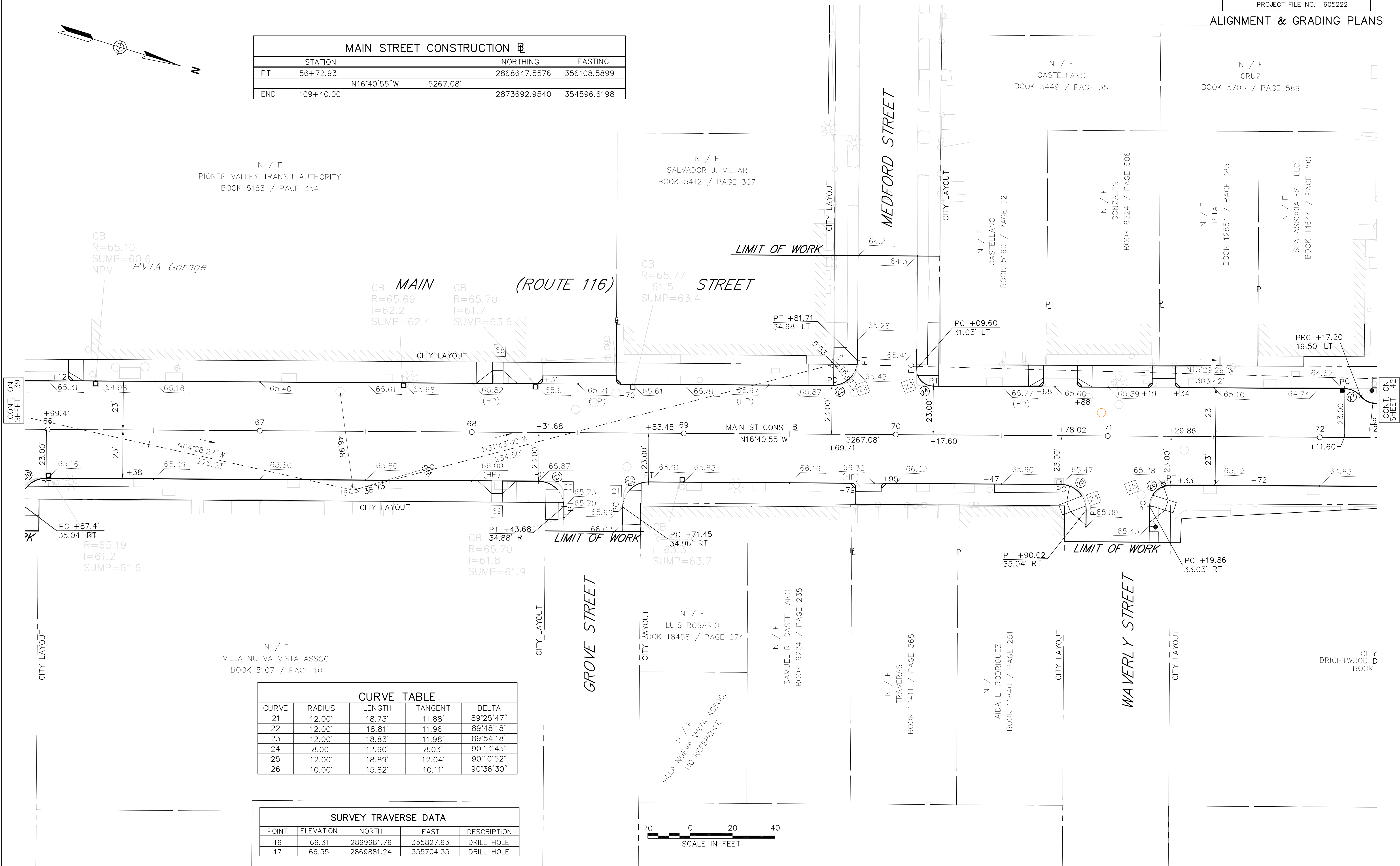
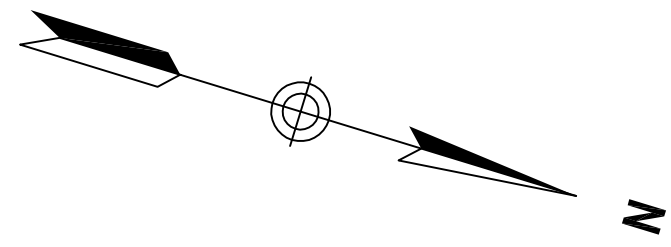


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	41	145
PROJECT FILE NO. 605222			

ALIGNMENT & GRADING PLANS

MAIN STREET CONSTRUCTION				
STATION	NORTHING		EASTING	
PT	56+72.93	2868647.5576	356108.5899	
		N16°40'55"W		5267.08'
END	109+40.00	2873692.9540	354596.6198	

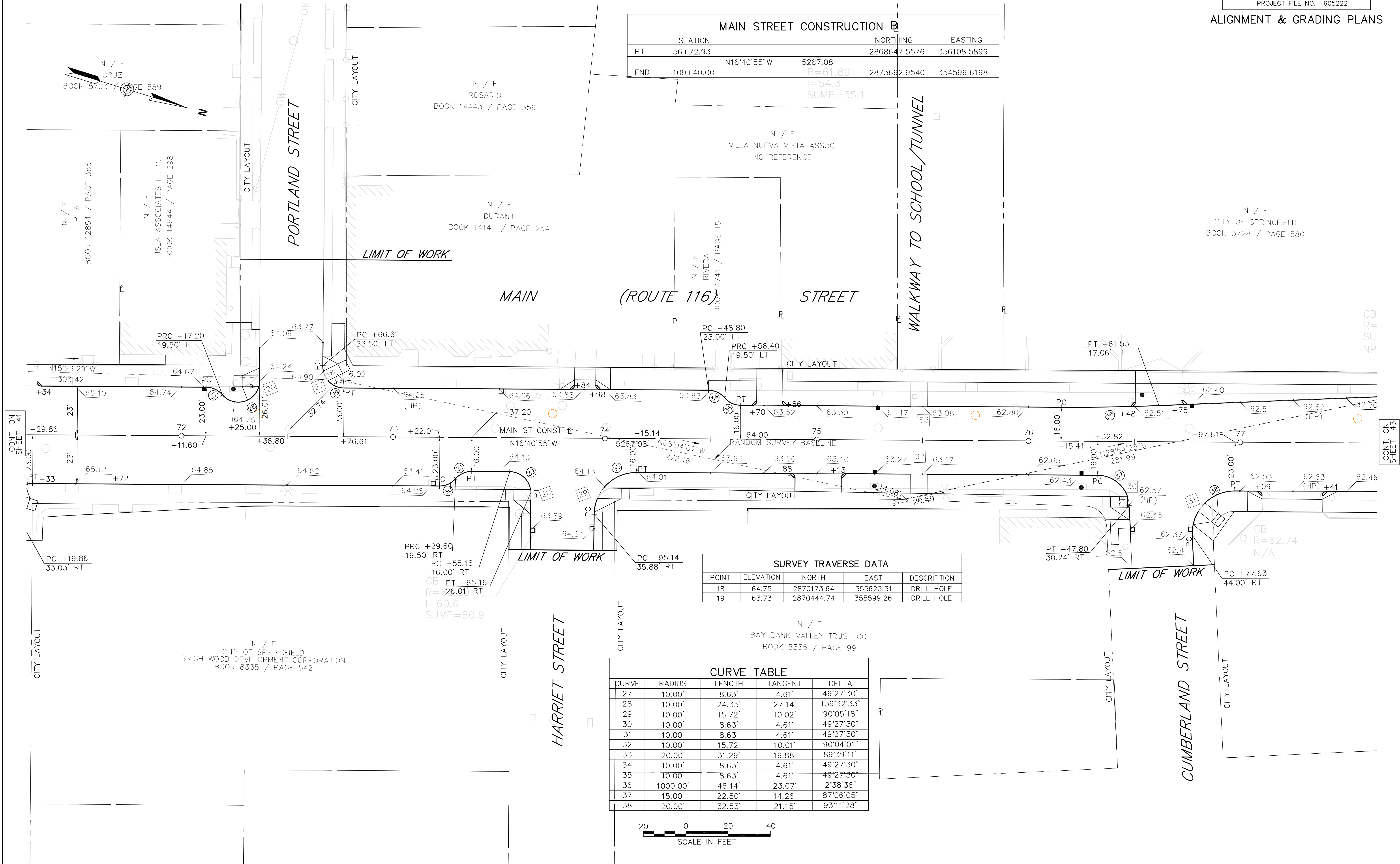


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	42	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	43	145

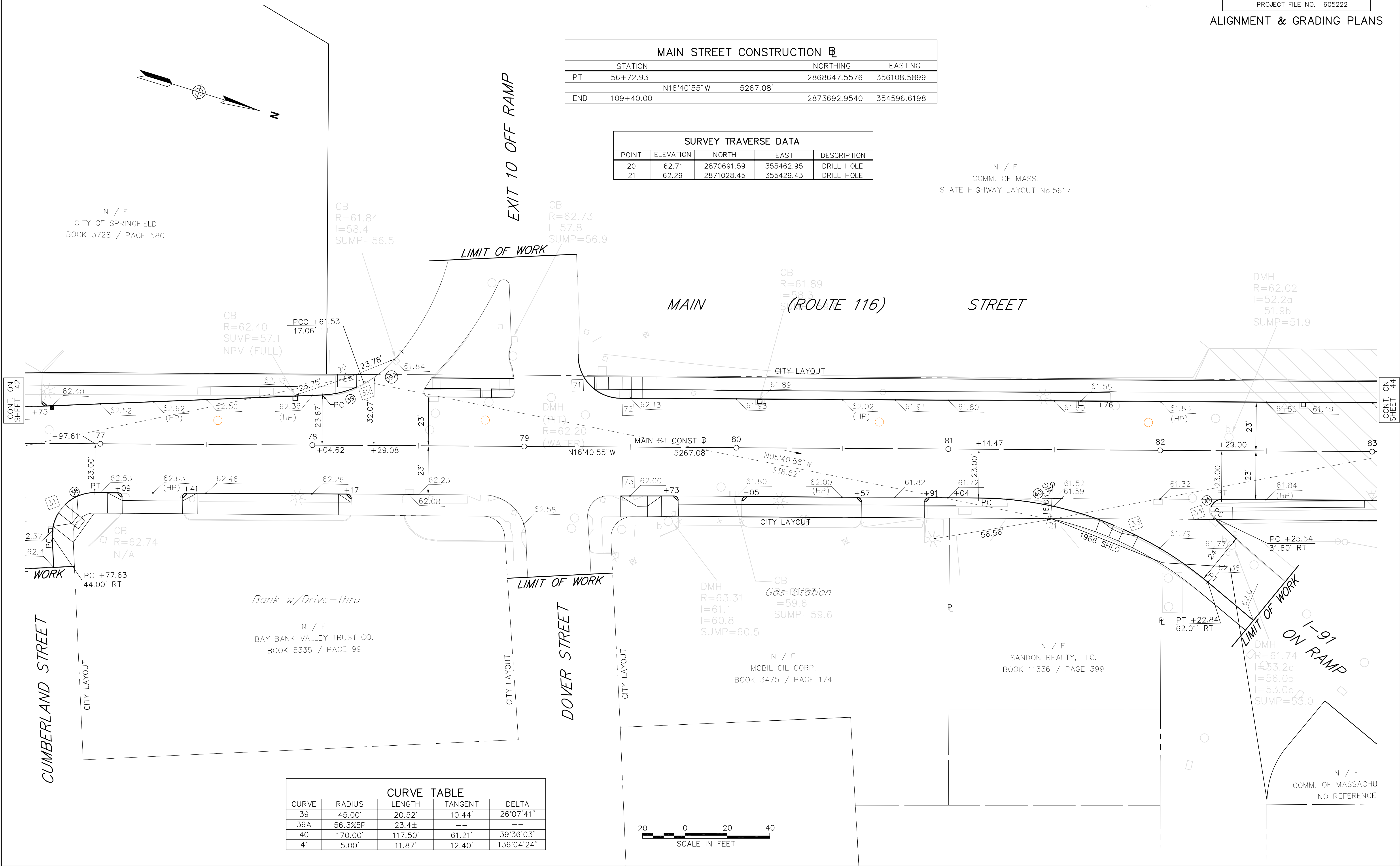
PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS

MAIN STREET CONSTRUCTION				
STATION	NORTHING		EASTING	
PT	56+72.93	2868647.5576		356108.5899
	N16°40'55"W		5267.08'	
END	109+40.00	2873692.9540		354596.6198

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
20	62.71	2870691.59	355462.95	DRILL HOLE
21	62.29	2871028.45	355429.43	DRILL HOLE

N / F
COMM. OF MASS.
STATE HIGHWAY LAYOUT No.5617



CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
39	45.00'	20.52'	10.44'	26°07'41"
39A	56.3%5P	23.4±	--	--
40	170.00'	117.50'	61.21'	39°36'03"
41	5.00'	11.87'	12.40'	136°04'24"



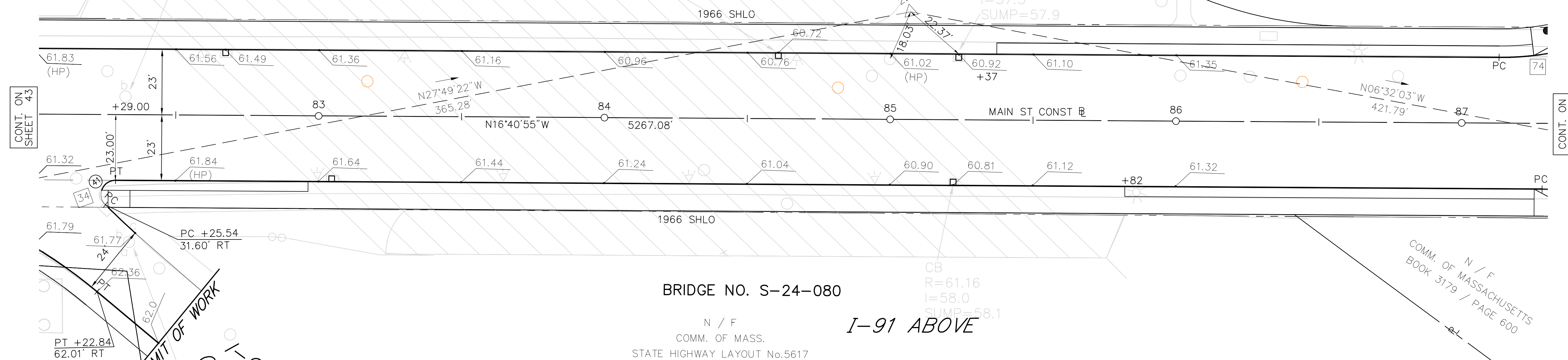
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	44	145
PROJECT FILE NO. 605222			

N / F
BAY STATE MEDICAL CENTER INC.
BOOK 13186 / PAGE 546

N / F
BAY STATE MEDICAL CENTER INC.
BOOK 8698 / PAGE 174

CB *MAIN* (ROUTE 116) *STREET*
R-61

DMH
R=61.94
TOP OF
COVER=57.5
CB
R=60.98
I=57.5
/SUMP=57.9



BRIDGE NO. S-24-080

I-91 ABOVE

N / F
COMM. OF MASS.
STATE HIGHWAY LAYOUT No.5617

MAIN STREET CONSTRUCTION @			
	STATION	NORTHING	EASTING
PT	56+72.93	2868647.5576	356108.5899
	N16°40'55"W	5267.08'	
END	109+40.00	2873692.9540	354596.6198

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
22	61.89	2871351.50	355258.94	STEEL NAIL

DMH
R=61.74
I=53.2a
I=56.0b
I=53.0c
SUMP=53.0

N / F
COMM. OF MASSACHUSETTS
NO REFERENCE

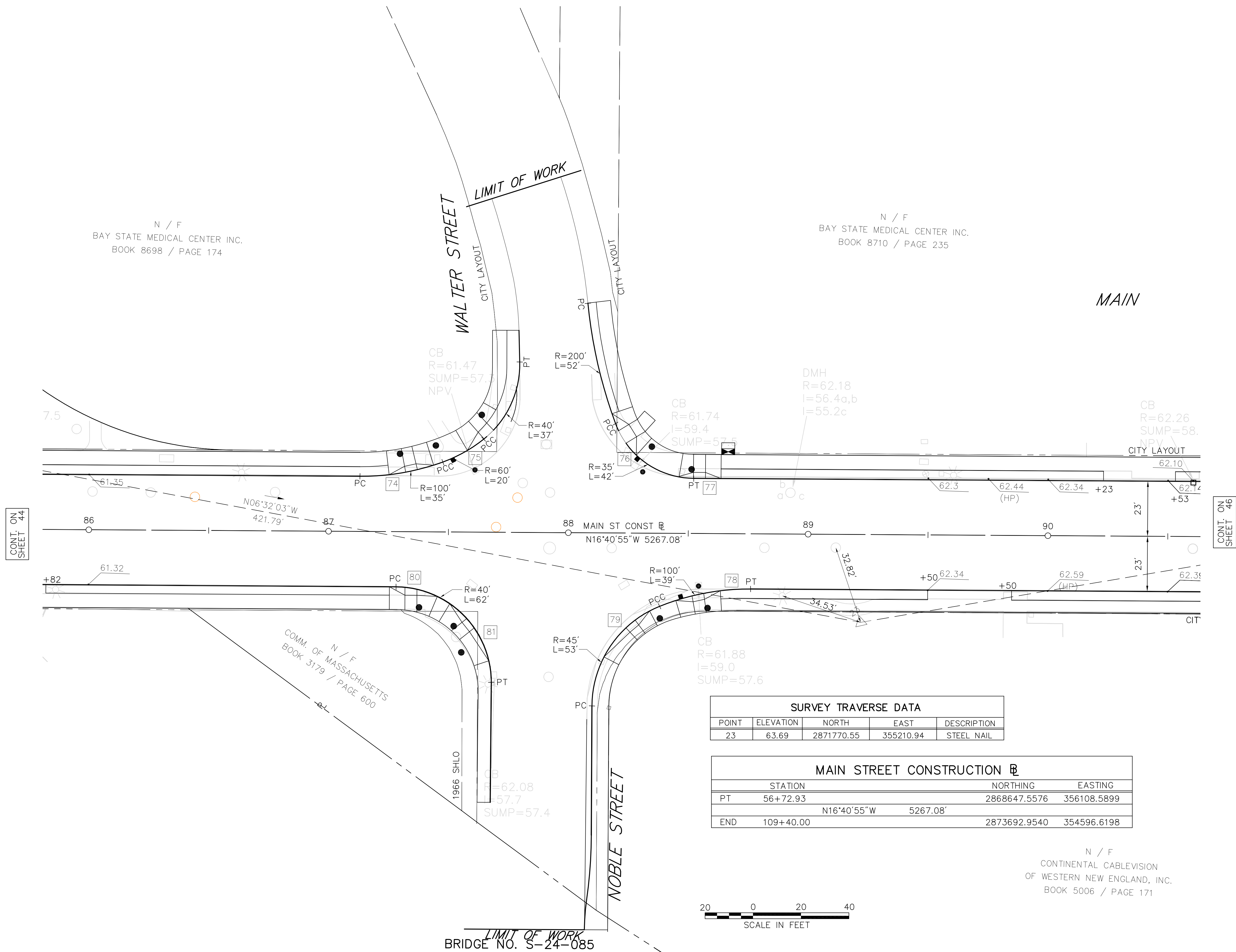


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	45	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS
MAIN (ROUTE 116) STREET

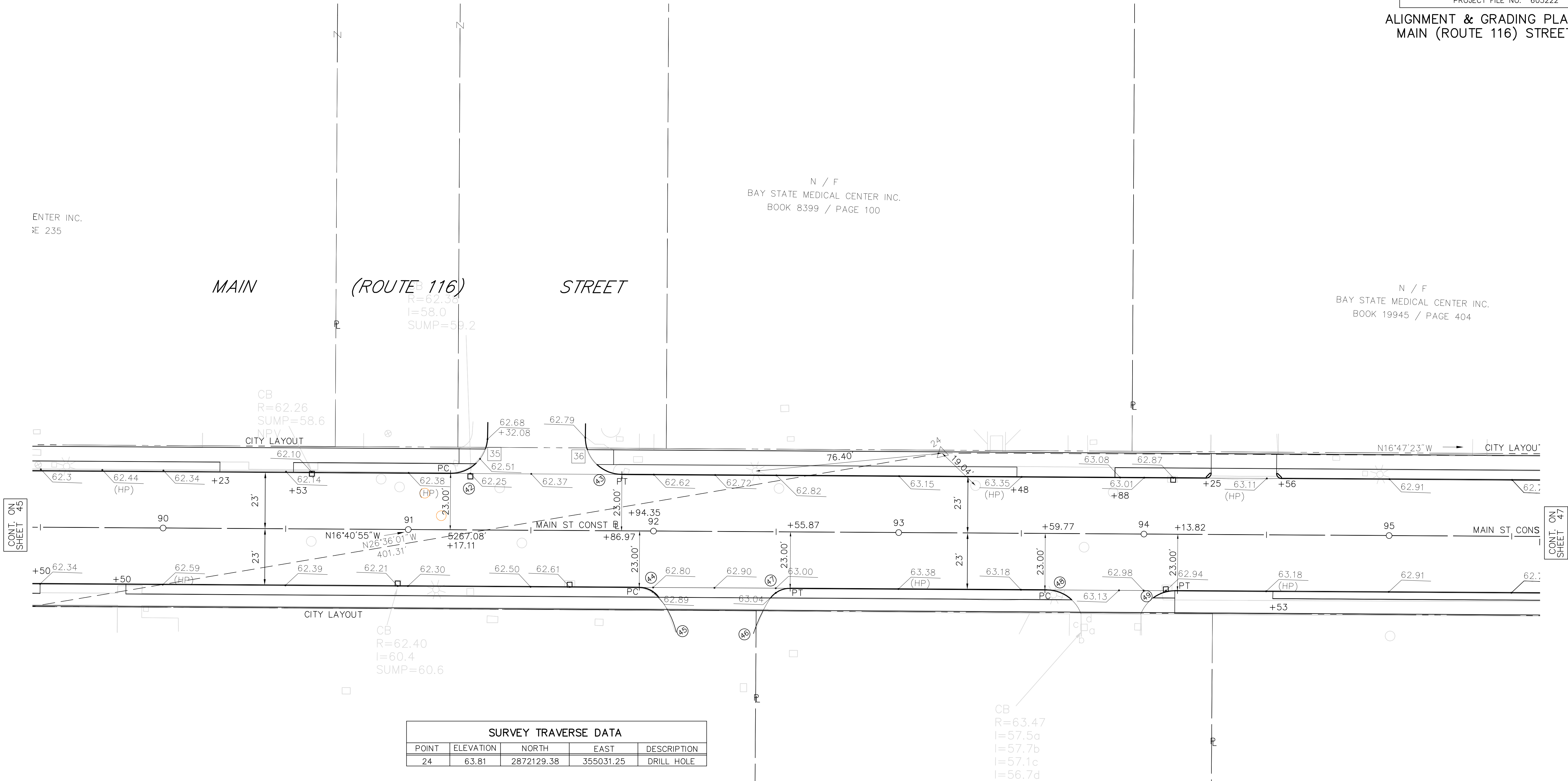


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	46	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS
MAIN (ROUTE 116) STREET



SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
24	63.81	2872129.38	355031.25	DRILL HOLE

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
42	15.00'	23.40'	14.84'	89°22'26"
43	15.00'	23.64'	15.08'	90°18'05"
44	10.00'	8.54'	4.55'	48°55'22"
45	35.00'	16.79'	8.56'	27°28'57"
46	65.00'	15.20'	7.63'	13°23'47"
47	10.00'	8.85'	4.74'	50°43'06"

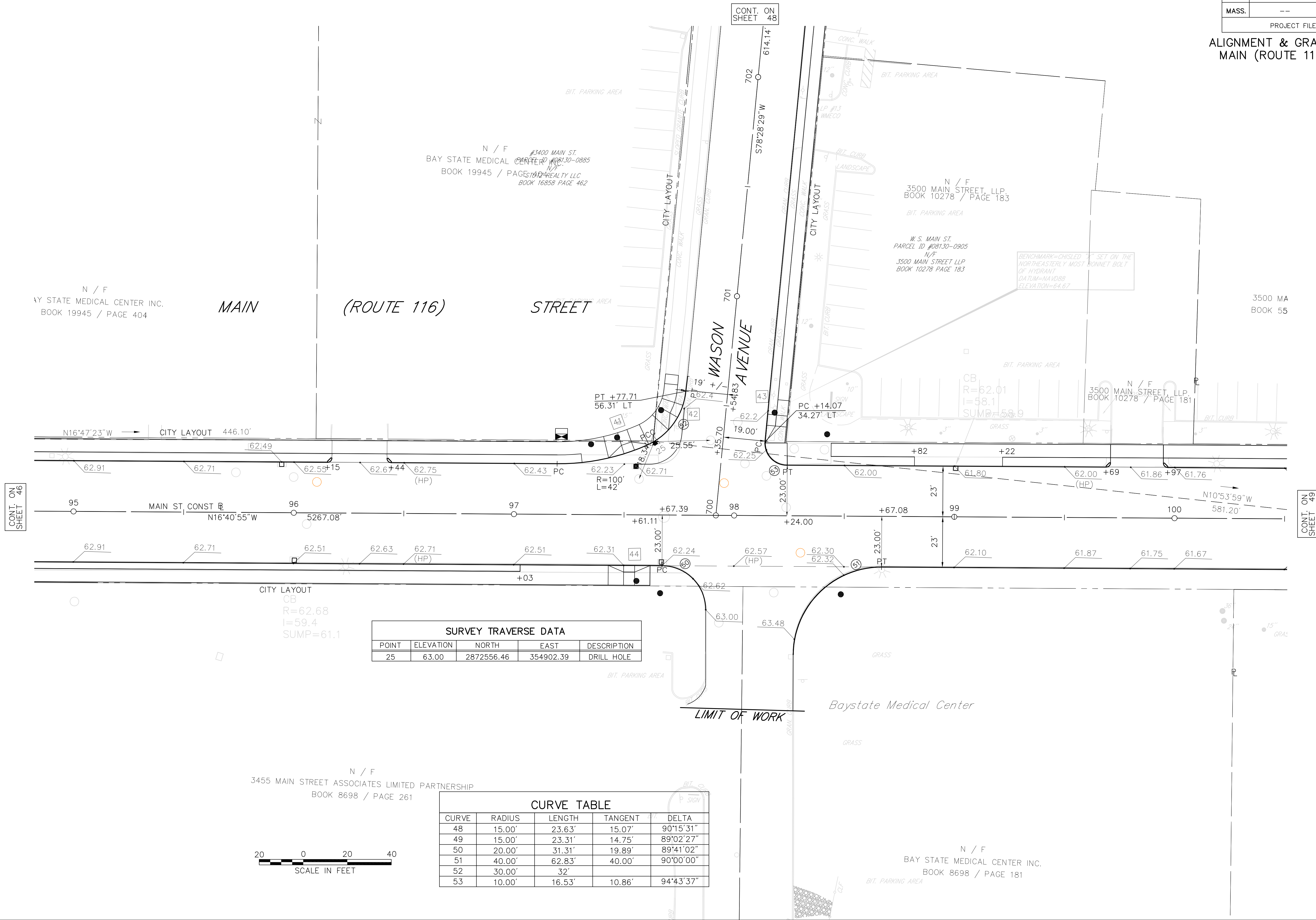
MAIN STREET CONSTRUCTION			
STATION	NORTHING	EASTING	
PT 56+72.93	2868647.5576	356108.5899	
N16°40'55"W 5267.08'			
END 109+40.00	2873692.9540	354596.6198	

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	47	145

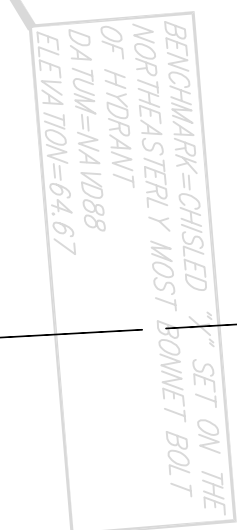
PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS
MAIN (ROUTE 116) STREET



STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	48	145
PROJECT FILE NO. 605222			

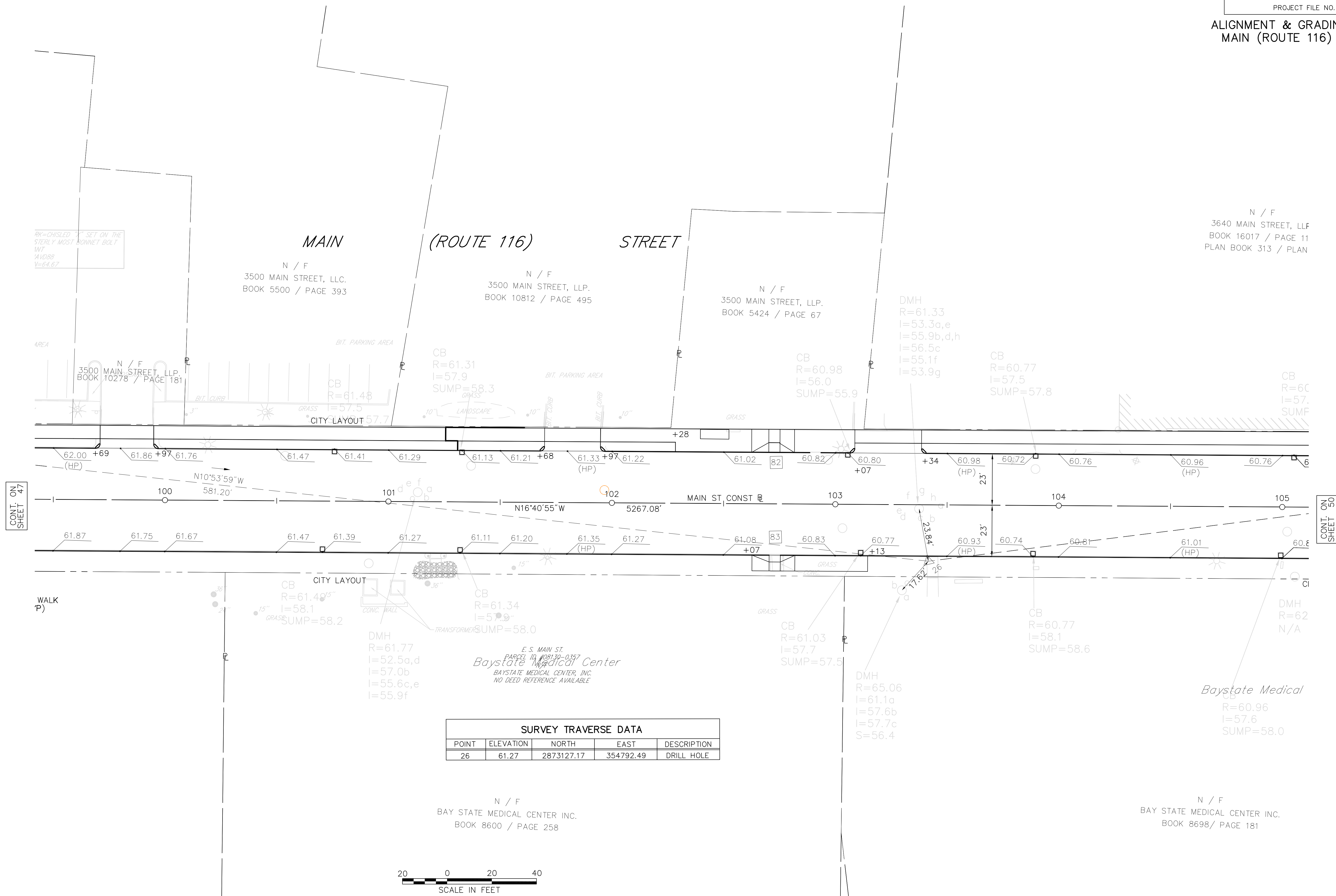
WASON AVENUE CONSTRUCTION			
STATION		NORTHING	EASTING
BEGIN	700+00.00	2872592.9922	354926.2848
S78°28'29"W		614.1379	
END	706+14.14	2872470.2864	354324.4943



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	49	145
PROJECT FILE NO. 605222			

ALIGNMENT & GRADING PLANS
MAIN (ROUTE 116) STREET

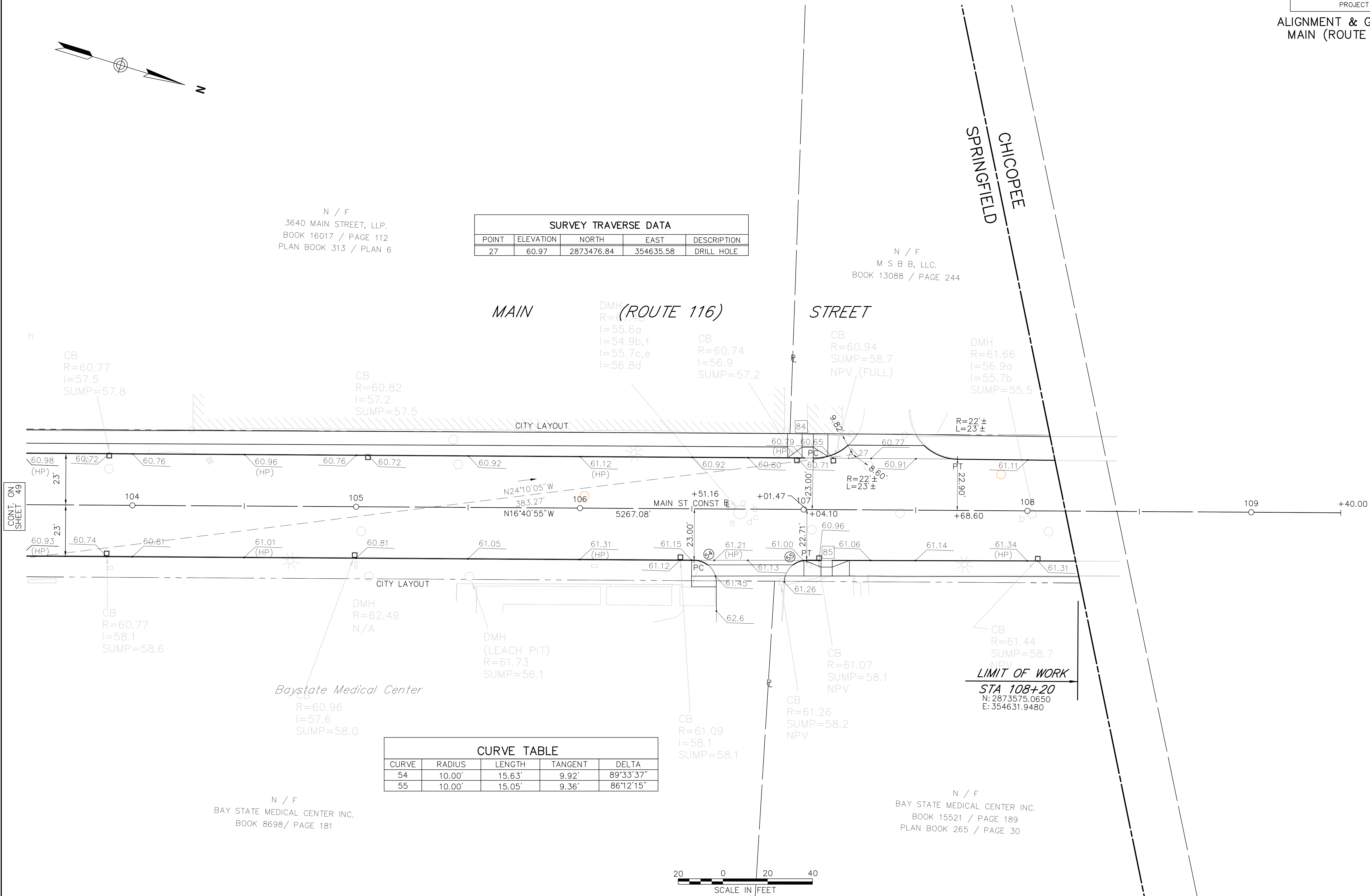


N / F
BAY STATE MEDICAL CENTER INC.
BOOK 8698/ PAGE 181

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	50	145
PROJECT FILE NO. 605222			

ALIGNMENT & GRADING PLANS
MAIN (ROUTE 116) STREET



N / F
3640 MAIN STREET, LLP.
BOOK 16017 / PAGE 112
PLAN BOOK 313 / PLAN 6

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
27	60.97	2873476.84	354635.58	DRILL HOLE

N / F
M S B B, LLC.
BOOK 13088 / PAGE 244

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
54	10.00'	15.63'	9.92'	89°33'37"
55	10.00'	15.05'	9.36'	86°12'15"

N / F
BAY STATE MEDICAL CENTER INC.
BOOK 8698 / PAGE 181

N / F
BAY STATE MEDICAL CENTER INC.
BOOK 15521 / PAGE 189
PLAN BOOK 265 / PAGE 30

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	51	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS

N / F
CURTIS UNIVERSAL JOINT CO. INC.
BOOK 10468 / PAGE 437

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
42	62.11	2868574.33	355364.73	STEEL NAIL
45	63.75	2868290.25	355465.43	PK NAIL

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
59	30.00'	19'		

N / F
CURTIS UNIVERSAL JOINT CO. INC.
BOOK 10468 / PAGE 437

N / F
CROWN ATLANTIC CO. INC.
BOOK 10711 / PAGE 499

N / F
URTIS UNIVERSAL JOINT CO. INC.
BOOK 10468 / PAGE 437

BIRNIE AVENUE

BIRNIE AVENUE CONSTRUCTION			
	STATION	NORTHING	EASTING
BEGIN	600+00.00	2868055.2181	355601.0717
		N28°44'16"W	23.57'
PC	600+23.57	2868075.8827	355589.7404
		R=1800.00'	T=189.59'
		L=377.78'	Δ=12°01'31"
PT	604+01.35	2868423.6980	355444.0655
		N16°42'46"W	853.75'
PC	612+55.10	2869241.3890	355198.5485
		SUMP=58.4	

ARCH STREET CONSTRUCTION			
	STATION	NORTHING	EASTING
4PT	404+15.26	2868439.9617	355741.2918
		S67°18'04"W	288.14'
END	407+03.41	2868328.7714	355475.4673

N / F
COMM. OF MASS.
STATE HIGHWAY LAYOUT No.5592

I- 91 ABOVE



BRIDGE NO. S-24-088

ARCH STREET

CONT. ON
SHEET 38

CONT. ON
SHEET 52

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	52	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS

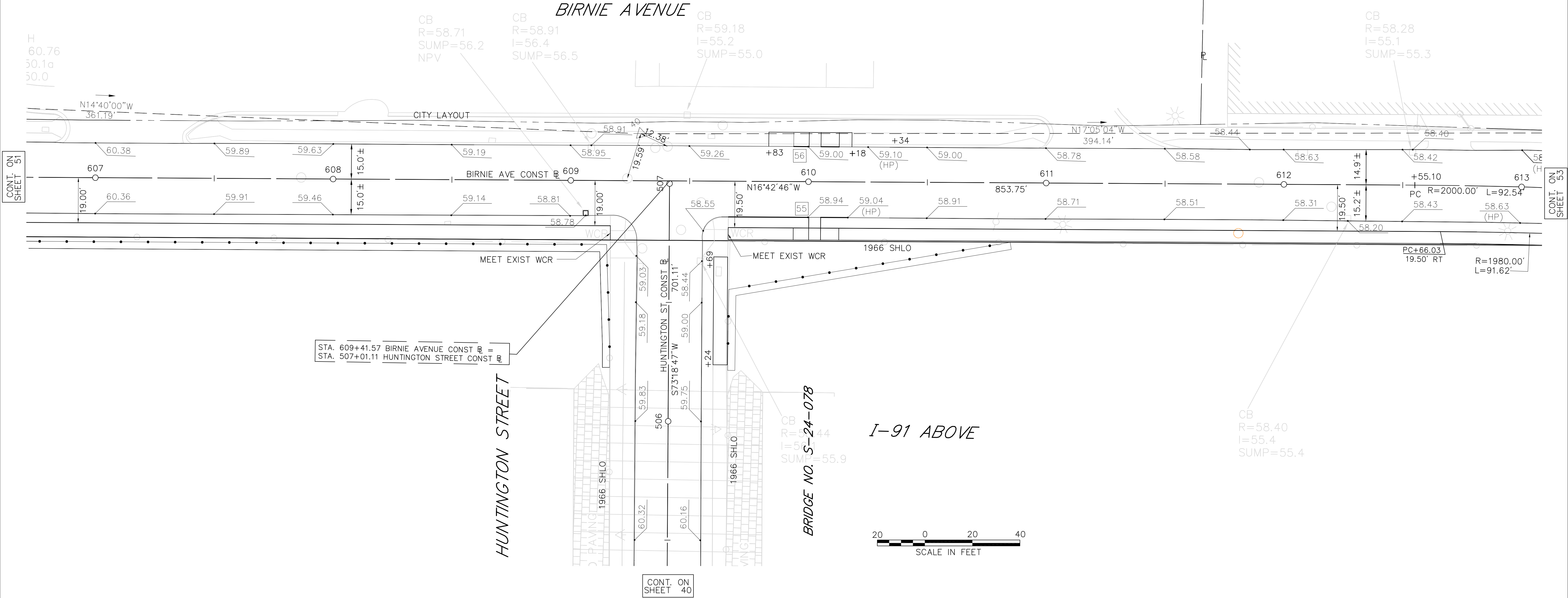
HUNTINGTON STREET CONSTRUCTION				
STATION	NORTHING		EASTING	
BEGIN	500+00.00	2869142.4185	355960.2934	
	N73°18'47"E	701.11'		
END	507+01.11	2868941.1016	355288.7117	

BIRNIE AVENUE CONSTRUCTION				
STATION	NORTHING		EASTING	
PT	604+01.35	2868423.6980	355444.0655	
	N16°42'46"W	853.75'		
PC	612+55.10	2869241.3890	355198.5485	
	R=2000.00'	T=46.28'		
	L=92.54'	Δ=02°39'04"		
PT	613+47.65	2869330.6059	355173.8956	

N / F
COMMONWEALTH OF MASSACHUSETTS
BOOK 5580 / PAGE 1

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
40	59.57	2868923.76	355273.27	DRILL HOLE

N / F
CROWLEY, BONAVITA & CAR
BOOK 10034 / PAGE 304

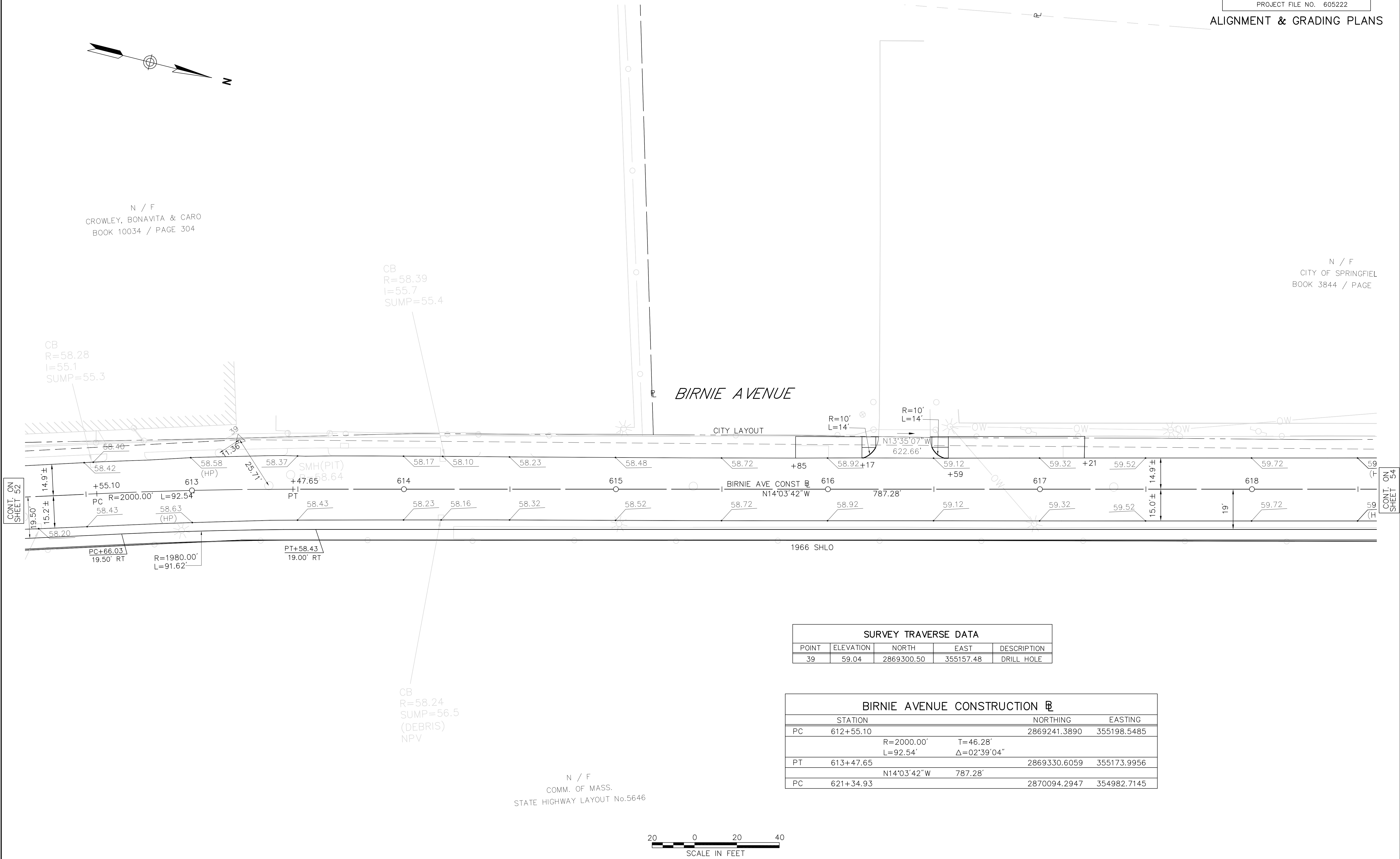


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	53	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS

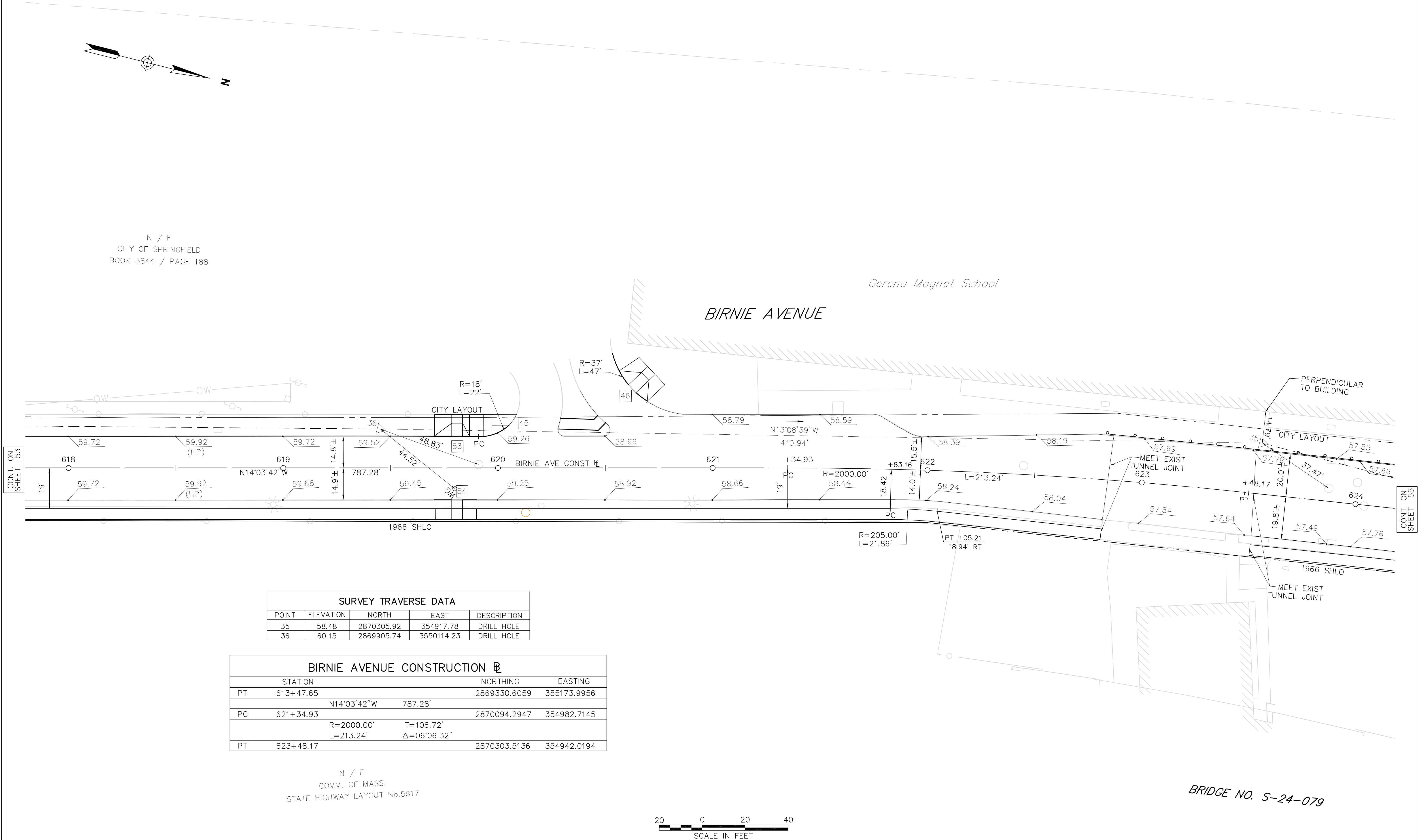


SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	54	145

PROJECT FILE NO. 605222

ALIGNMENT & GRADING PLANS



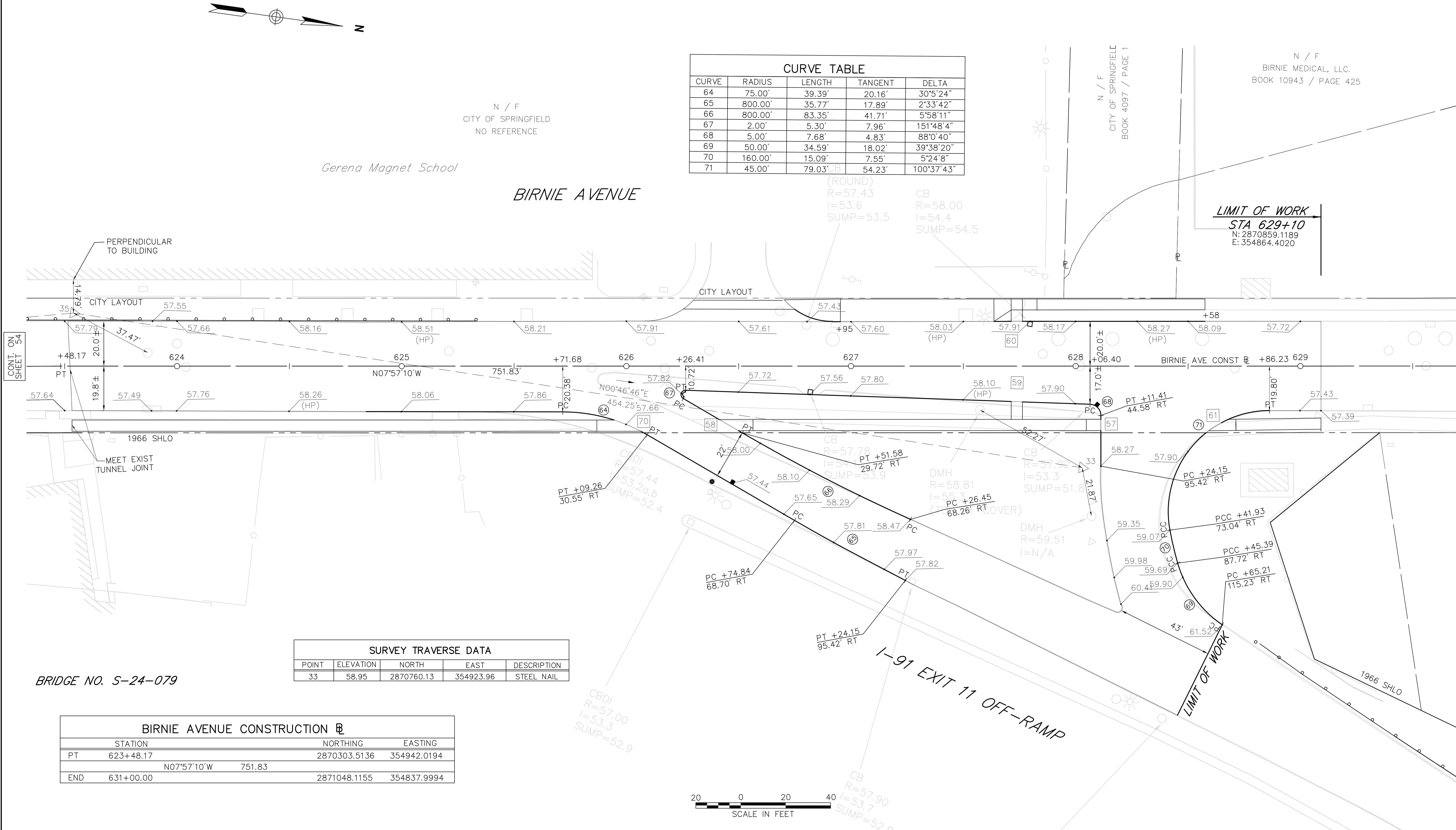
SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
35	58.48	2870305.92	354917.78	DRILL HOLE
36	60.15	2869905.74	3550114.23	DRILL HOLE

BIRNIE AVENUE CONSTRUCTION				
	STATION	NORTHING		EASTING
PT	613+47.65	2869330.6059	355173.9956	
		N14°03'42"W	787.28'	
PC	621+34.93	2870094.2947	354982.7145	
		R=2000.00'	T=106.72'	
		L=213.24'	Δ=06°06'32"	
PT	623+48.17	2870303.5136	354942.0194	

N / F
COMM. OF MASS.
STATE HIGHWAY LAYOUT No.5617



BRIDGE NO. S-24-079



CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
64	75.00'	39.39'	20.16'	30°5'24"
65	800.00'	35.77'	17.89'	2°33'42"
66	800.00'	83.35'	41.71'	5°58'11"
67	2.00'	5.30'	7.96'	151°48'4"
68	5.00'	7.68'	4.83'	88°0'40"
69	50.00'	34.59'	18.02'	39°38'20"
70	160.00'	15.09'	7.55'	5°24'8"
71	45.00'	79.03'	54.23'	100°37'43"

N / F
CITY OF SPRINGFIELD
NO REFERENCE

N / F
CITY OF SPRINGFIELD
BOOK 4097 / PAGE 1

N / F
BIRNIE MEDICAL, LLC.
BOOK 10943 / PAGE 425

Gerena Magnet School

BIRNIE AVENUE

LIMIT OF WORK
STA 629+10
N: 2870859.1189
E: 354864.4020

CONT. ON
SHEET 54

SURVEY TRAVERSE DATA				
POINT	ELEVATION	NORTH	EAST	DESCRIPTION
33	58.95	2870760.13	354923.96	STEEL NAIL

BRIDGE NO. S-24-079

BIRNIE AVENUE CONSTRUCTION				
	STATION	NORTHING	EASTING	
PT	623+48.17	2870303.5136	354942.0194	
	N07°57'10"W	751.83		
END	631+00.00	2871048.1155	354837.9994	

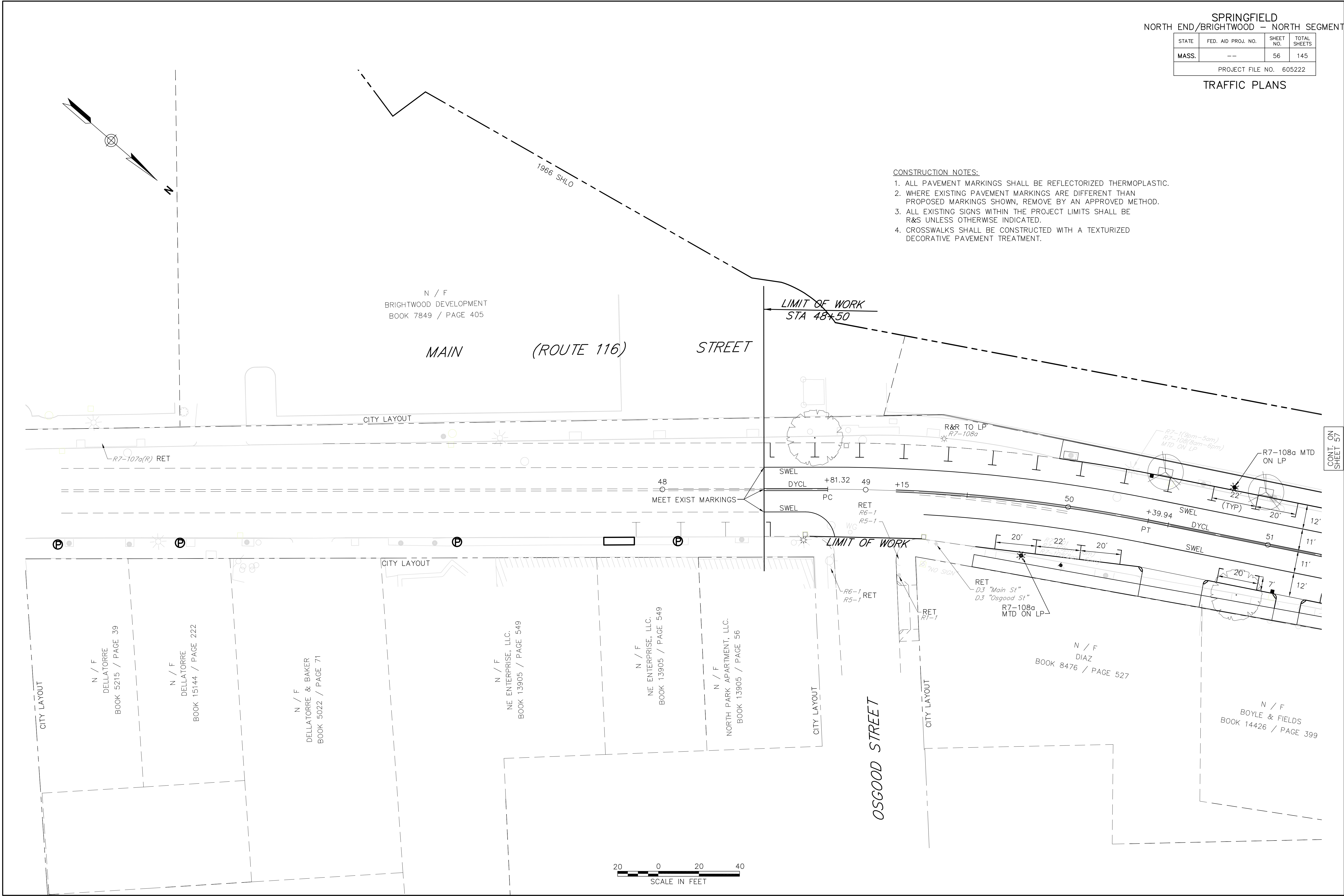
SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	56	145

PROJECT FILE NO. 605222

TRAFFIC PLANS

- CONSTRUCTION NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.
 4. CROSSWALKS SHALL BE CONSTRUCTED WITH A TEXTURIZED DECORATIVE PAVEMENT TREATMENT.



STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	57	145
PROJECT FILE NO. 605222			

N / F
PENTECOSTAL CHRISTIAN CHURCH
BOOK 4189 / PAGE 166

1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.
4. CROSSWALKS SHALL BE CONSTRUCTED WITH A TEXTURIZED DECORATIVE PAVEMENT TREATMENT.

N / F
BRIGHTWOOD DEVELOPMENT CORP.
BOOK 5792 / PAGE 393

N / F
MIGUEL PEDROSA
BOOK 10607 / PAGE 360

N / F
748 DWIGHT STREET CORP.
BOOK 7966 / PAGE 10

N / F
NORTH END HOUSING INITIATIVE INC
BOOK 16611 / PAGE 588
STREET

N / F
CITY OF SPRINGFIELD
BOOK 20184 / PAGE 198

ARCH STREET

(ROUTE 116)

MAIN

CONT. ON
SHEET 56

CONT. ON
SHEET 58

F
Z
PAGE 527

N / F
BOYLE & FIELDS
BOOK 14426 / PAGE 399

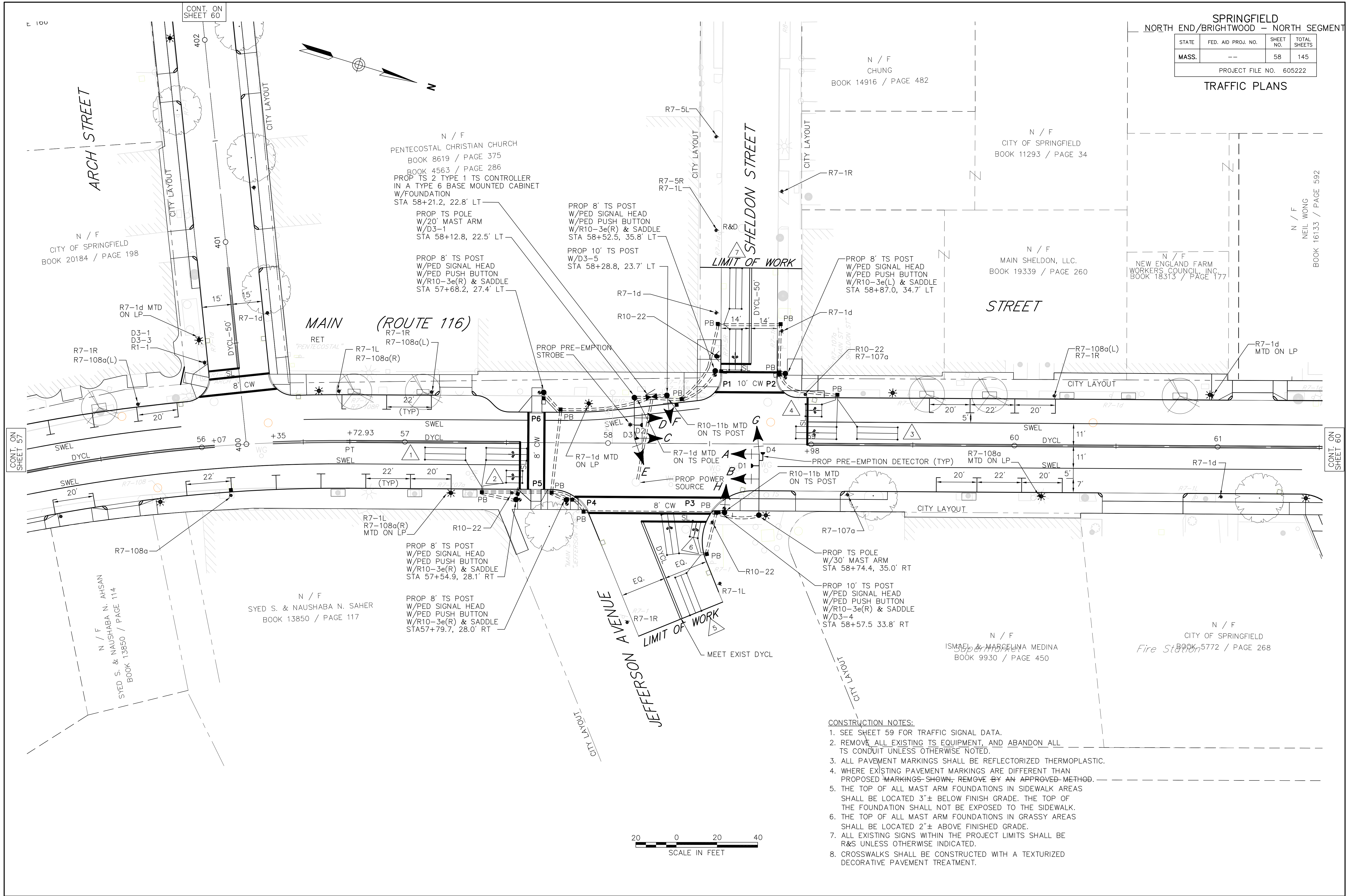
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ISLA ASSOC.
BOOK 14644 / 295

N / F
HARVEY ASSOC.
BOOK 4451 / 205

N / F
CUONG H. NGUYEN
BOOK 7775 / PAGE 581
BOOK 6592 / PAGE 404

SYED S. & NAUSHABA N. AHSAN
BOOK 13850 / PAGE 114

SYED S. & NAUSHABA N. SAHEI
BOOK 13850 / PAGE 117



SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	59	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS

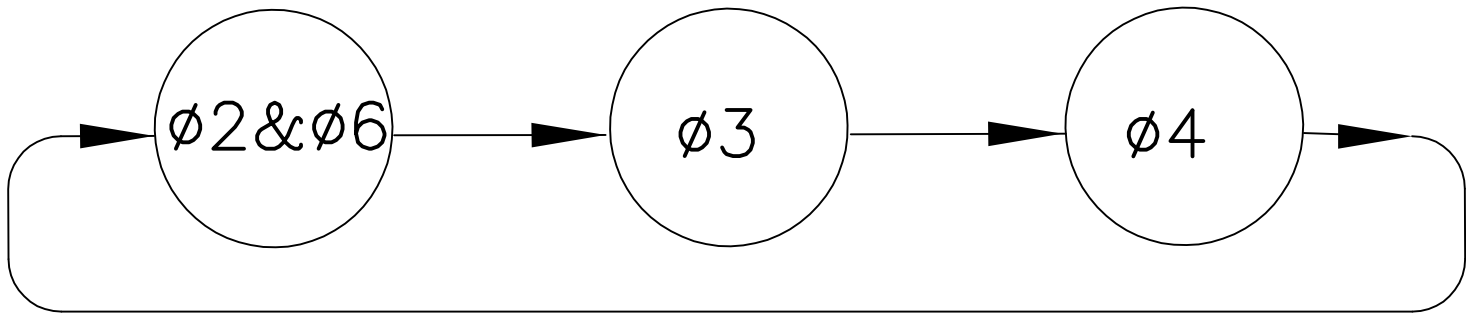
SEQUENCE AND TIMING															FLASHING OPERATION
APPROACH	DIRECTION	HOUSING	1	2	3	4	5	6	7	8	9	10	11	12	
MINIMUM INTERVAL			10			6			6			10			
VEHICLE EXTENSION			3			2			2			3			
MAXIMUM 1			25			15			10			25			
MAXIMUM 2			25			20			10			25			
YELLOW CLEARANCE				3			3			3			3		
RED CLEARANCE					4			3			3			4	
PEDESTRIAN INTERVAL			7/12						7/7			7/12			
MAIN STREET	NB	A,B	G	Y	R	R	R	R	R	R	R	R	R	R	FY
MAIN STREET	SB	C,D	R	R	R	R	R	R	R	R	R	G	Y	R	FY
JEFFERSON AVENUE	WB	E	R	R	R	←G-G	Y	R	R	R	R	R	R	R	FR
JEFFERSON AVENUE	WB	F	R	R	R	G	Y	R	R	R	R	R	R	R	FR
SHELDON STREET	EB	G	R	R	R	R	R	R	←G-G	Y	R	R	R	R	FR
SHELDON STREET	EB	H	R	R	R	R	R	R	G	Y	R	R	R	R	FR
PEDESTRIAN X-ING	NB-SB	P1-P2	DW	DW	DW	DW	DW	DW	DW	DW	DW	**	DW	DW	OUT
PEDESTRIAN X-ING	NB-SB	P3-P4	**	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	OUT
PEDESTRIAN X-ING	WB-EB	P5-P6	DW	DW	DW	DW	DW	DW	**	DW	DW	DW	DW	DW	OUT
DETECTOR			NON-LOCK			NON-LOCK			NON-LOCK			NON-LOCK			
RECALL			SOFT			OFF			OFF			SOFT			
			ø2			ø3			ø4			ø6			
															ø1,ø5, ø7&ø8 NOT USED

- NOTES:
- AUTOMATIC FLASHING OPERATION PER M.U.T.C.D. SECTION 4D.12.
 - ** NORMALL DW, UPON PEDESTRIAN PUSH BUTTON ACTUATION W/FDW
 - PERM = PERMISSIVE
 - MAXIMUM 1 = NORMAL OPERATION
 - MAXIMUM 2 = MON-FRI: 1330-1800
 - STOP AND GO OPERATION FOR 24 HOURS PER DAY. FLASHING OPERATION FOR EMERGENCY ONLY.
 - DURING PEDESTRIAN INTERVAL, FDW THROUGH YELLOW OPERATION SHALL NOT BE IN EFFECT.

SEQUENCE & TIMING NOTES:

- IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO REMAIN IN EFFECT DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATIONS FOR THAT TRAFFIC MOVEMENT WILL NOT CHANGE DURING THE CLEARANCE INTERVAL.
- THE RIGHT OF WAY MAY BE ASSIGNED TO ANY PHASE OR ANY COMBINATION OF NON-CONFLICTING PHASES.
- IF CALLS EXIST ON ALL PHASES, THE ASSIGNMENT OF RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE PREFERENTIAL PHASE SEQUENCE.
- IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO CHANGE DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATION FOR THAT MOVEMENT WILL DISPLAY THE APPROPRIATE CLEARANCE INTERVALS.

PREFERENTIAL PHASE SEQUENCE



EMERGENCY VEHICLE PRE-EMPTION OPERATION.

- EMERGENCY VEHICLE PRE-EMPTION SIGNALS SHALL BE OPTICALLY TRANSMITTED BY OPTICAL EMITTERS MOUNTED IN EMERGENCY VEHICLES AND RECEIVED BY OPTICAL DETECTORS LOCATED AT EACH INTERSECTION.
- PRE-EMPTION SIGNALS SHALL BE SERVICED ON A PRIORITY BASIS WITH DETECTORS D1, D2, D3 OR D4 ASSIGNED DESCENDING PRIORITIES AS FOLLOWS: (D1 HIGHEST AND D4 LOWEST)
- IN RESPONSE TO A PRE-EMPTION SIGNAL RECEIVED AT AN INTERSECTION BY OPTICAL DETECTOR D1 (OR D2, D3, D4) THE CONTROLLER SHALL HOLD OR ADVANCE TO AND HOLD IN EMERGENCY VEHICLE PRE-EMPTION PHASE #1 (OR #2, #3, #4) GREEN FOR A MINIMUM OF TEN (10) SECONDS OR UNTIL PRE-EMPTION SIGNAL CEASES. THE CONTROLLER SHALL THEN TIME PRE-EMPTION PHASE CLEARANCES FOR THE ASSOCIATED PHASE(S) AS SHOWN IN THE SEQUENCE AND TIMING CHART AND SERVICE SUBSEQUENT EMERGENCY VEHICLE PRE-EMPTION PHASES AS NECESSARY
- MINIMUM GREEN AND NORMAL VEHICLE AND PEDESTRIAN CLEARANCE TIMES SHALL BE PROVIDED ON PHASES THAT ARE TO BE TERMINATED BY PRE-EMPTION DEMAND.
- PRE-EMPTION STROBE SHALL BE ILLUMINATED WHENEVER ANY EMERGENCY VEHICLE PRE-EMPTION GREEN IS ON.
- EMERGENCY VEHICLE PRE-EMPTION SHALL OVERRIDE TRANSIT VEHICLE PRIORITY.

PRE-EMPTION PHASING & PRIORITY			
DETECTOR & PRIORITY	PRE-EMPT PHASE ASSIGNMENT	PRE-EMPT MOVEMENT & PHASE ASSIGNMENT	LOW PRIORITY MOVEMENT & PHASE ASSIGNMENT
D1	1	ø2	ø2&ø6
D2	2	ø6	ø2&ø6
D3	3	ø3	
D4	4	ø4	

TRANSIT VEHICLE PRIORITY OPERATION.

- TRANSIT VEHICLE PRIORITY CALLS SHALL BE OPTICALLY TRANSMITTED BY OPTICAL EMITTERS MOUNTED IN TRANSIT VEHICLES AND RECEIVED BY OPTICAL DETECTORS LOCATED AT EACH INTERSECTION.
- TRANSIT VEHICLE PRIORITY CALL SHALL BE SERVICED ON A PRE-DEFINED BASIS FOR DETECTORS D1 OR D2 WITH D1 HIGHEST AND D2 LOWEST.
- IN RESPONSE TO A PRIORITY CALL RECEIVED AT AN INTERSECTION BY OPTICAL DETECTOR D1 OR D2 THE CONTROLLER SHALL INITIATE TRANSIT PRIORITY BASED ON THE ALGORITHM DESCRIBED IN THE CONTROLLER SPECIFICATIONS.
- MINIMUM GREEN AND NORMAL VEHICLE CLEARANCE SHALL BE PROVIDED ON PHASES THAT ARE TO BE TERMINATED BY PRIORITY DEMAND.

SIGNAL HEAD DATA		
A,B,C,D,F,H	E,G	P1-P6
ALL 12" LENS		

- NOTES:
- ALL SIGNAL HEADS SHALL BE RIGID MOUNTED.
 - ALL SIGNAL HEADS SHALL BE EQUIPPED WITH 5"± LOUVERED BACKPLATES. ALL BACKPLATES SHALL CONTAIN A 2" WIDE YELLOW REFLECTIVE BORDER.
 - ALL SIGNAL HEADS SHALL BE EQUIPPED WITH TUNNEL VISORS.
 - ALL SIGNAL DISPLAYS SHALL BE EQUIPPED W/L.E.D. MODULES.

DETECTOR DATA						
DETECTOR NO.	NO. SECTION/ SIZE	NO. OF TURNS	OPERATIONS	DELAY /EXT	CALL PHASE	LOOP CONNECTION
1	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	ø2	SERIES
2	1-6'X8' QUADRUPOLE	2-4-2	PRESENCE	0	ø2	SINGLE
3	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	ø6	SERIES
4	1-6'X8' QUADRUPOLE	2-4-2	PRESENCE	0	ø6	SINGLE
5	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	ø3	SERIES
6	1-4'X8' QUADRUPOLE	2-4-2	PRESENCE	0	ø3	SINGLE
7	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	ø4	SERIES

- NOTES:
- DELAY AND EXTENSION TIMINGS SHALL BE PROGRAMMED IN THE CONTROLLER ONLY
 - WIRE LOOP DETECTORS SHALL BE INSTALLED IN FINAL PAVED SURFACE.

ITEM 816.01
TRAFFIC SIGNAL RECONSTRUCTION
MAIN STREET AT JEFFERSON AVENUE/SHELDON STREET
LIST OF MAJOR ITEMS REQUIRED

QUANTITY	DESCRIPTION
1	8ø TS 2 TYPE 1 CONTROLLER IN A TYPE 6 BASE MOUNTED CABINET INCL. FOUNDATION
1	TS 20' MAST ARM TYPE 2, STEEL, INCL. FOUNDATION
1	TS 30' MAST ARM TYPE 2, STEEL, INCL. FOUNDATION
5	TS POST 8' STANDARD INCL. FOUNDATION
2	TS POST 10' STANDARD INCL. FOUNDATION
6	SIGNAL HEAD, 3-SECTION, 12" LENSES
2	SIGNAL HEAD, 4-SECTION, 12" LENSES
6	PEDESTRIAN SIGNAL HEAD W/COUNTDOWN TIMER
5	PEDESTRIAN PUSH BUTTON W/R10-3e(R) AND SIGN SADDLE
1	PEDESTRIAN PUSH BUTTON W/R10-3e(L) AND SIGN SADDLE
11	PULL BOX-12"x12"
4	TYPE C, 2-CHANNEL CARD RACK LOOP DETECTOR AMPLIFIER
11	WIRE LOOP DETECTOR
4	EMERGENCY PRE-EMPTION OPTICAL DETECTORS & DETECTOR CABLE
1	EMERGENCY PRE-EMPTION 4 CHANNEL PHASE SELECTOR
1	EMERGENCY PRE-EMPTION SYSTEM CHASSIS
1	EMERGENCY PRE-EMPTION STROBE (WHITE LENS)
1	SERVICE CONNECTION (UNDERGROUND)

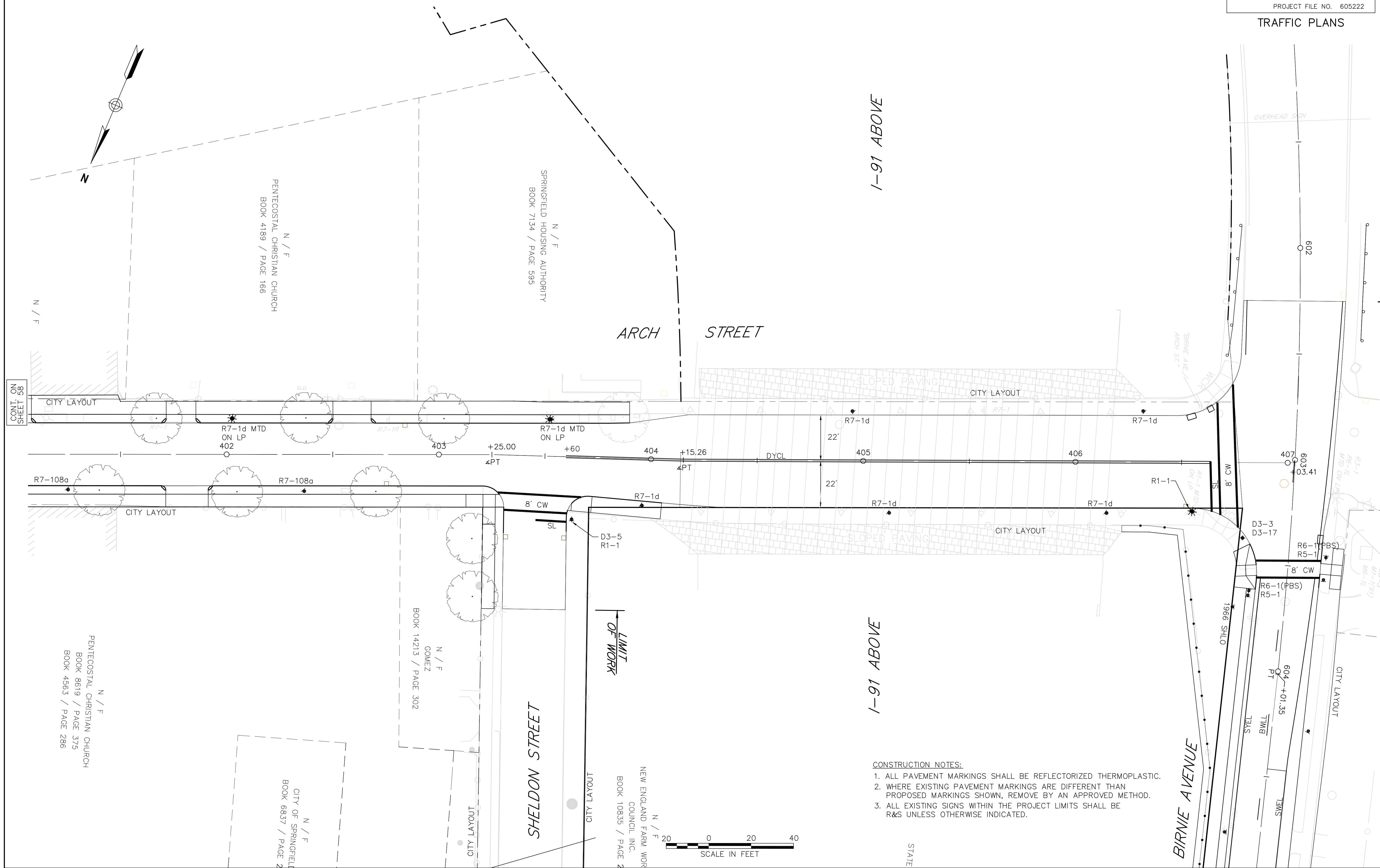
PUS NECESSARY DUCT, CABLE, LABOR, MISCELLANEOUS MATERIAL AND EQUIPMENT TO COMPLETE THE INSTALLATION AND PROVIDE AN OPERATING TRAFFIC CONTROL SIGNAL.

1-91 ABOVE

1-91 ABOVE

1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.

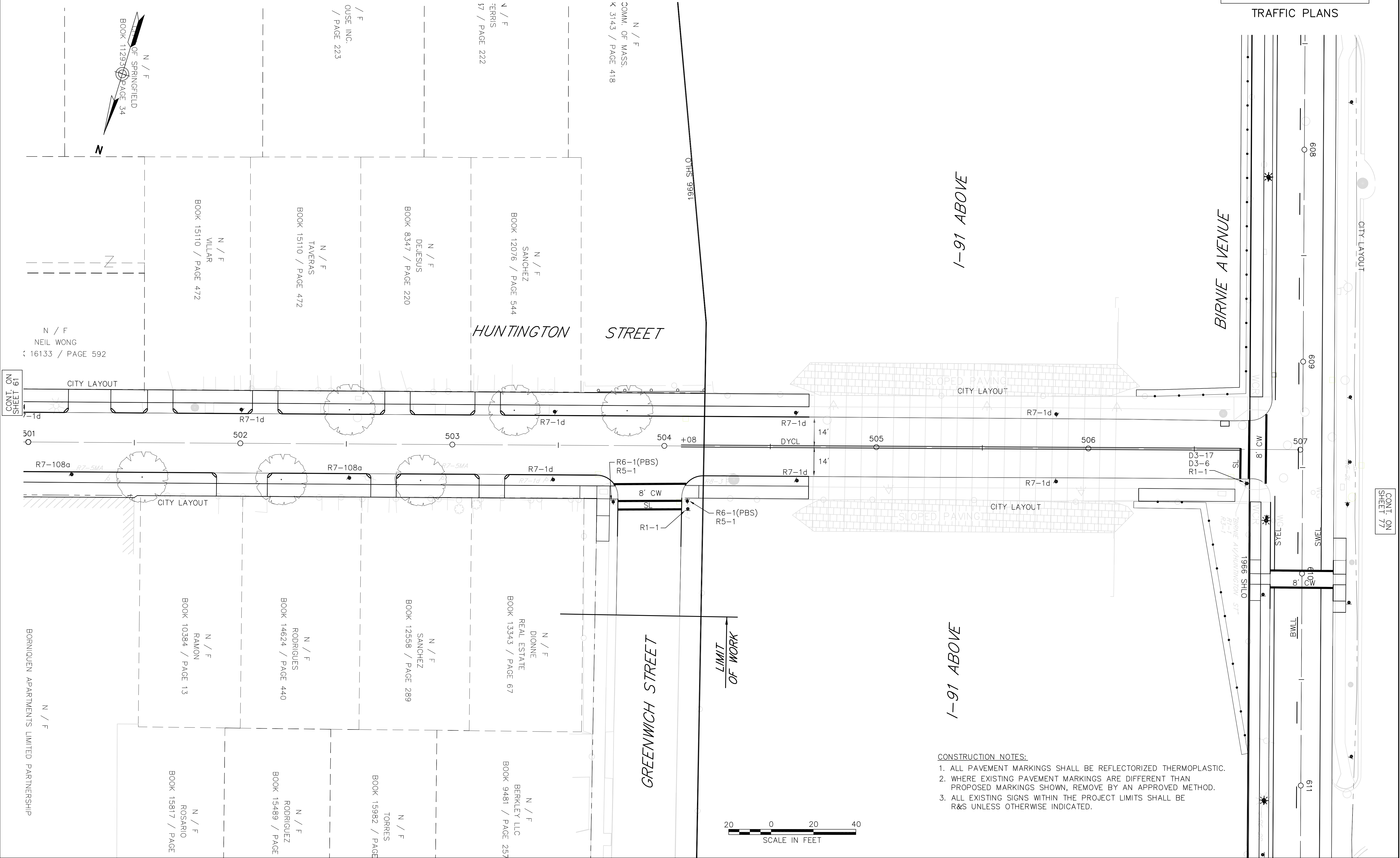
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SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	62	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS



I-91 ABOVE

I-91 ABOVE

- CONSTRUCTION NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.



CONT. ON
SHEET 77

CONT. ON
SHEET 61

- N / F
PIONER VALLEY TRANSIT AUTHORITY
BOOK 5183 / PAGE 354

N / F
SALVADOR J. VILLAR
BOOK 5412 / PAGE 307

N / F
CASTELLANO
BOOK 5449 / PAGE 35

N / F
CRUZ
BOOK 5703 / PAGE 589

MAIN (ROUTE 116)

STREET

PVTA Garage

LIMIT OF WORK

R1-1-

"MAIN ST"
"MEDFORD ST"

"MAIN ST"
"MEDFORD ST"

MEDFORD STREET

N / F
CASTELLANO
BOOK 5190 / PAGE 32

N / F
GONZALES
BOOK 6524 / PAGE 506

N / F
PITA
300K 12854 / P

N / F
ISLA ASSOCIATES I LLC.
BOOK 14644 / PAGE 298

CITY | LAYOUT

CONT. ON
SHEET 61

CONT. ON
NEXT PAGE

LIMIT OF WORK

LIMIT OF WORK

GROVE STREET

N / F
VILLA NUEVA VISTA ASSOC.
NO REFERENCE

N / F
S ROSARIO
458 / PAGE 274

N / F
SAMUEL R. CASTELLANO
BOOK 6224 / PAGE 235

N / F
TRAVERAS
BOOK 13411 / PAGE 565

N / F
AIDA L. RODRIGUEZ
BOOK 11840 / PAGE 251

WAVERLY STREET

CITY
BRIGHTWOOD D
BOOK

N / F
EVA VISTA ASSOC.
107 / PAGE 10

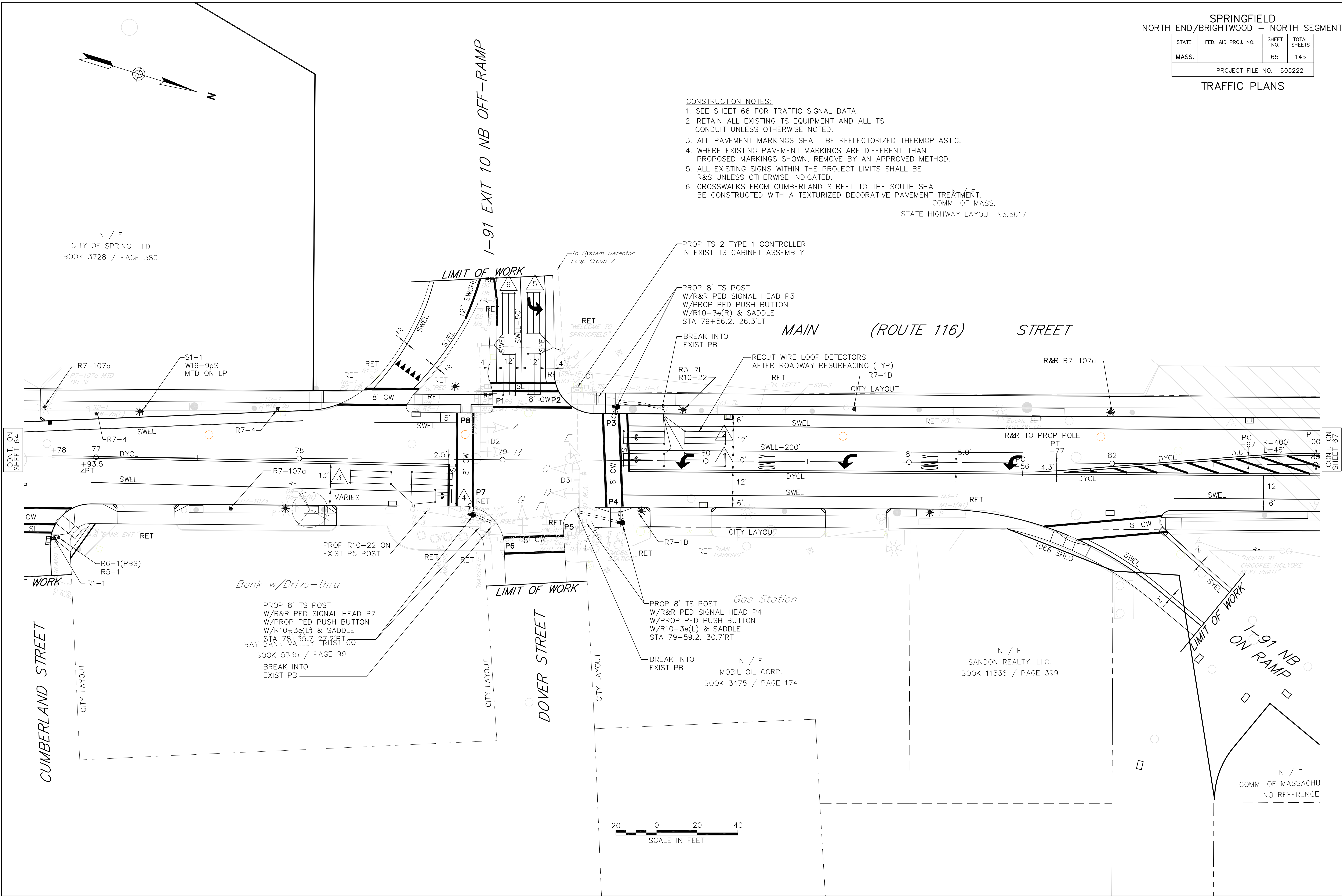
A horizontal scale bar with a black and white checkered pattern. It is labeled "SCALE IN FEET" below the bar. The bar has numerical markings at 20, 0, 20, and 40.

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	65	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS

- CONSTRUCTION NOTES:
1. SEE SHEET 66 FOR TRAFFIC SIGNAL DATA.
 2. RETAIN ALL EXISTING TS EQUIPMENT AND ALL TS CONDUIT UNLESS OTHERWISE NOTED.
 3. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 4. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 5. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.
 6. CROSSWALKS FROM CUMBERLAND STREET TO THE SOUTH SHALL BE CONSTRUCTED WITH A TEXTURIZED DECORATIVE PAVEMENT TREATMENT.
- STATE HIGHWAY LAYOUT No.5617



1. IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO REMAIN IN EFFECT DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATIONS FOR THAT TRAFFIC MOVEMENT WILL NOT CHANGE DURING THE CLEARANCE INTERVAL.
2. THE RIGHT OF WAY MAY BE ASSIGNED TO ANY PHASE OR ANY COMBINATION OF NON-CONFLICTING PHASES.
3. IF CALLS EXIST ON ALL PHASES, THE ASSIGNMENT OF RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE PREFERENTIAL PHASE SEQUENCE.
4. IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO CHANGE DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATION FOR THAT MOVEMENT WILL DISPLAY THE APPROPRIATE CLEARANCE INTERVAL.

TRAFFIC PLANS

* UPON PEDESTRIAN PUSH BUTTON ACTUATION

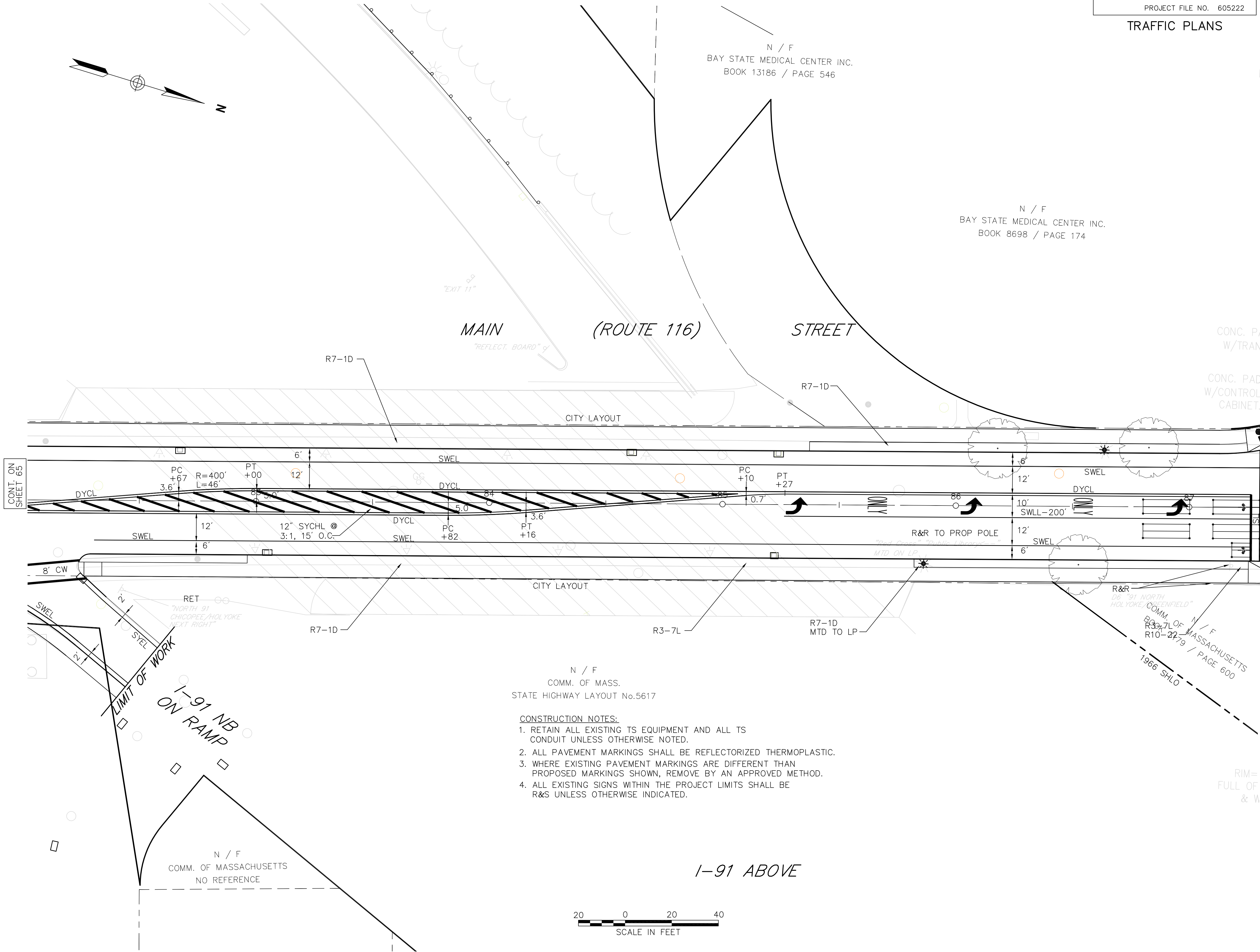
1. TRANSIT VEHICLE PRIORITY CALLS SHALL BE OPTICALLY TRANSMITTED BY OPTICAL EMITTERS MOUNTED IN TRANSIT VEHICLES AND RECEIVED BY OPTICAL DETECTORS LOCATED AT EACH INTERSECTION.
2. TRANSIT VEHICLE PRIORITY CALL SHALL BE SERVICED ON A PRE-DEFINED BASIS FOR DETECTORS D2 OR D3 WITH D2 HIGHEST AND D3 LOWEST.
3. IN RESPONSE TO A PRIORITY CALL RECEIVED AT AN INTERSECTION BY OPTICAL DETECTOR D2 OR D3 THE CONTROLLER SHALL INITIATE TRANSIT PRIORITY BASED ON THE ALGORITHM DESCRIBED IN THE CONTROLLER SPECIFICATIONS.
4. MINIMUM GREEN AND NORMAL VEHICLE CLEARANCE SHALL BE PROVIDED ON PHASES THAT ARE TO BE TERMINATED BY PRIORITY DEMAND.

PLUS NECESSARY DUCT, CABLE, LABOR, MISCELLANEOUS MATERIAL AND EQUIPMENT TO COMPLETE THE INSTALLATION AND PROVIDE AN OPERATING TRAFFIC CONTROL SIGNAL.

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	67	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS



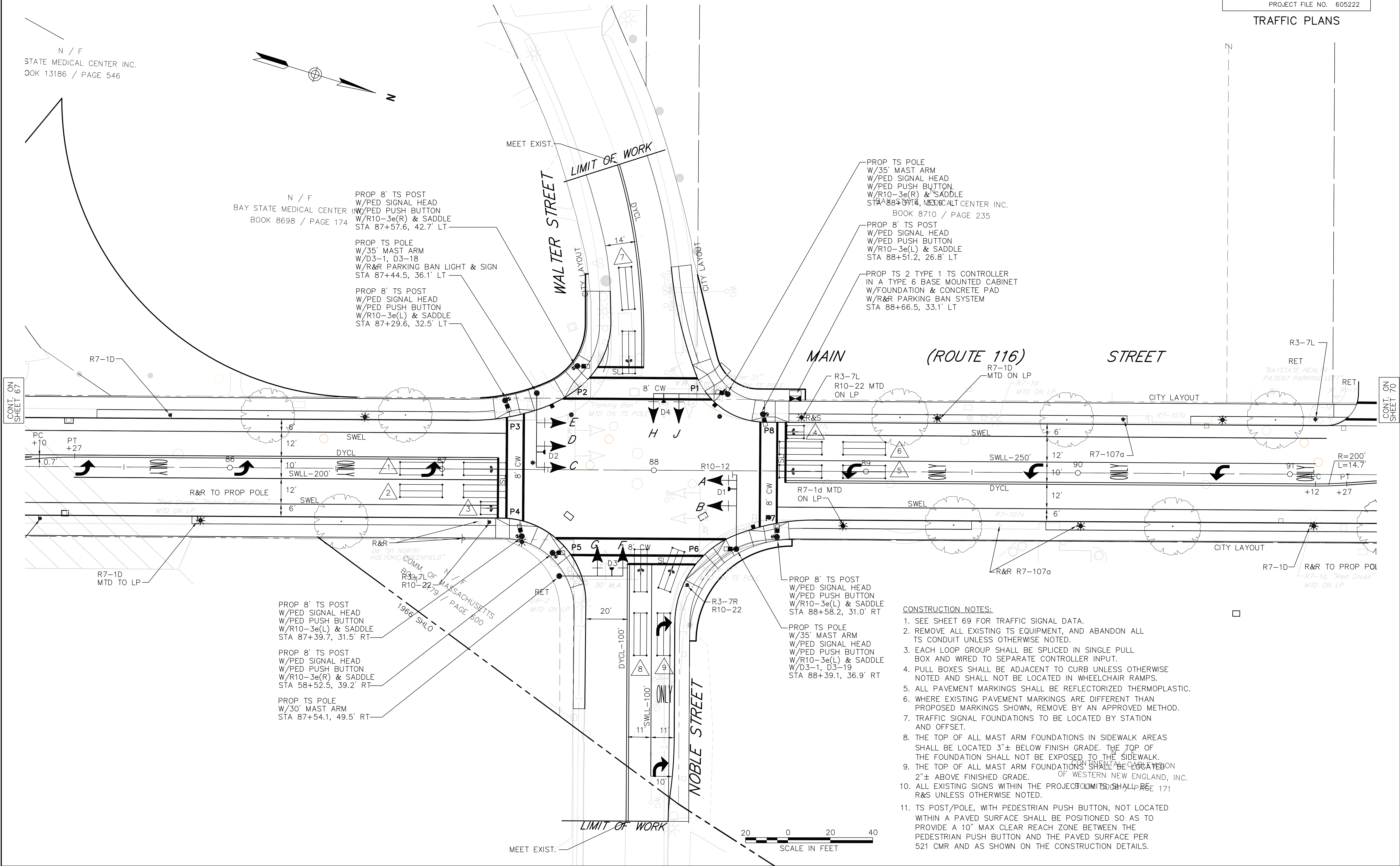
- CONSTRUCTION NOTES:
1. RETAIN ALL EXISTING TS EQUIPMENT AND ALL TS CONDUIT UNLESS OTHERWISE NOTED.
 2. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 3. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 4. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	68	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS



SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	69	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS

SEQUENCE AND TIMING																					FLASHING OPERATION
APPROACH	DIRECTION	HOUSING	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
MINIMUM INTERVAL			6			10			6			6			10			6			
VEHICLE EXTENSION			2			3			2			2			3			2			
MAXIMUM 1			x			x			x			x			x			x			
MAXIMUM 2			x			x			x			x			x			x			
YELLOW CLEARANCE				x			x			x			x			x				x	
RED CLEARANCE					x			x			x			x			x				x
PEDESTRIAN INTERVAL																			x/x		
MAIN STREET	NB	A	R	R	R	G	Y	R	R	R	R	G-R	Y-R	R	R	R	R	R	R	R	FY
MAIN STREET	NB	B	R	R	R	G	Y	R	R	R	R	R	R	R	R	R	R	R	R	R	FY
MAIN STREET	SB	C	G-	Y-	R-	G-	Y-	R-	G-	Y-	R-	G-	Y-	R-	G-	Y-	R-	G-	Y-	R-	FR-
MAIN STREET	SB	D,E	R	R	R	R	R	R	R	R	R	R	R	R	G	Y	R	R	R	R	FY
WALTER STREET	EB	F,G	R	R	R	R	R	R	G	Y	R	R	R	R	R	R	R	R	R	R	FR
NOBLE STREET	WB	H	R	R	R	R	R	R	R	R	R	R	R	R	R	R	G	Y	R	R	FR
NOBLE STREET	WB	J	R-G	R-Y	R	R	R	R	R	R	R	R	R	R	R	R	G	Y	R	R	FR
PEDESTRIAN X-ING	NB-SB	P1-P2	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	OUT
PEDESTRIAN X-ING	EB-WB	P3-P4	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	OUT
PEDESTRIAN X-ING	NB-SB	P5-P6	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	OUT
PEDESTRIAN X-ING	EB-WB	P7-P8	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	OUT
DETECTOR			NON-LOCK		NON-LOCK		NON-LOCK		NON-LOCK		NON-LOCK		NON-LOCK		NON-LOCK		LOCK				
RECALL			OFF		SOFT		OFF		OFF		SOFT		OFF		-						
			ø1		ø2		ø4		ø5		ø6		ø8		ø9(PED)						

- NOTES:
1. AUTOMATIC FLASHING OPERATION PER M.U.T.C.D. SECTION 4D.12.
 2. * UPON PEDESTRIAN PUSH BUTTON ACTUATION
 3. PERM = PERMISSIVE
 4. OL = OVERLAP
 5. MAXIMUM 1 = NORMAL OPERATION
 6. MAXIMUM 2 = NOT USED
 7. STOP AND GO OPERATION FOR 24 HOURS PER DAY. FLASHING OPERATION FOR EMERGENCY ONLY.
 8. DURING PEDESTRIAN INTERVAL, FDW THROUGH YELLOW OPERATION SHALL NOT BE IN EFFECT.

EMERGENCY VEHICLE PRE-EMPTION OPERATION.

1. EMERGENCY VEHICLE PRE-EMPTION SIGNALS SHALL BE OPTICALLY TRANSMITTED BY OPTICAL EMITTERS MOUNTED IN EMERGENCY VEHICLES AND RECEIVED BY OPTICAL DETECTORS LOCATED AT EACH INTERSECTION.
2. PRE-EMPTION SIGNALS SHALL BE SERVICED ON A PRIORITY BASIS WITH DETECTORS D1, D2, D3 OR D4 ASSIGNED DESCENDING PRIORITIES AS FOLLOWS: (D1 HIGHEST AND D4 LOWEST)
3. IN RESPONSE TO A PRE-EMPTION SIGNAL RECEIVED AT AN INTERSECTION BY OPTICAL DETECTOR D1 (OR D2, D3, D4) THE CONTROLLER SHALL HOLD OR ADVANCE TO AND HOLD IN EMERGENCY VEHICLE PRE-EMPTION PHASE #1 (OR #2, #3, #4) GREEN FOR A MINIMUM OF TEN (10) SECONDS OR UNTIL PRE-EMPTION SIGNAL CEASES. THE CONTROLLER SHALL THEN TIME PRE-EMPTION PHASE CLEARANCES FOR THE ASSOCIATED PHASE(S) AS SHOWN IN THE SEQUENCE AND TIMING CHART AND SERVICE SUBSEQUENT EMERGENCY VEHICLE PRE-EMPTION PHASES AS NECESSARY
4. MINIMUM GREEN AND NORMAL VEHICLE AND PEDESTRIAN CLEARANCE TIMES SHALL BE PROVIDED ON PHASES THAT ARE TO BE TERMINATED BY PRE-EMPTION DEMAND.
5. PRE-EMPTION STROBE SHALL BE ILLUMINATED WHENEVER ANY EMERGENCY VEHICLE PRE-EMPTION GREEN IS ON.
6. EMERGENCY VEHICLE PRE-EMPTION SHALL OVERRIDE COORDINATION AND TRANSIT VEHICLE PRIORITY.

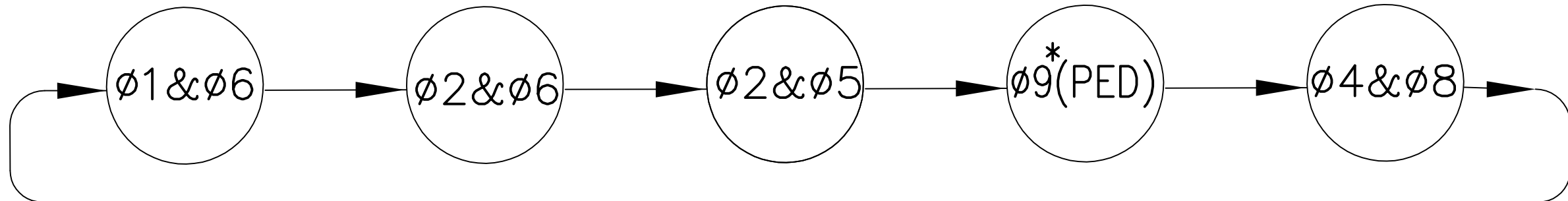
SIGNAL HEAD DATA				
A	B,D,E,F,G,H	C	J	P1-P8
ALL 12" LENS				

- NOTES:
1. ALL SIGNAL HEADS SHALL BE RIGID MOUNTED.
 2. ALL SIGNAL HEADS SHALL BE EQUIPPED WITH 5"± LOUVERED BACKPLATES. ALL BACKPLATES SHALL CONTAIN A 2" WIDE YELLOW REFLECTIVE BORDER.
 3. ALL SIGNAL HEADS SHALL BE EQUIPPED WITH TUNNEL VISORS.
 4. ALL SIGNAL DISPLAYS SHALL BE EQUIPPED W/L.E.D. MODULES.

SEQUENCE & TIMING NOTES:

1. IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO REMAIN IN EFFECT DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATIONS FOR THAT TRAFFIC MOVEMENT WILL NOT CHANGE DURING THE CLEARANCE INTERVAL.
2. THE RIGHT OF WAY MAY BE ASSIGNED TO ANY PHASE OR ANY COMBINATION OF NON-CONFLICTING PHASES.
3. IF CALLS EXIST ON ALL PHASES, THE ASSIGNMENT OF RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE PREFERENTIAL PHASE SEQUENCE.
4. IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO CHANGE DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATION FOR THAT MOVEMENT WILL DISPLAY THE APPROPRIATE CLEARANCE INTERVALS.

PREFERENTIAL PHASE SEQUENCE



PRE-EMPTION PHASING & PRIORITY			
DETECTOR & PRIORITY	PRE-EMPT PHASE ASSIGNMENT	PRE-EMPT MOVEMENT & PHASE ASSIGNMENT	LOW PRIORITY MOVEMENT & PHASE ASSIGNMENT
D1	1		
D2	2		
D3	3		
D4	4		

TRANSIT VEHICLE PRIORITY OPERATION.

1. TRANSIT VEHICLE PRIORITY CALLS SHALL BE OPTICALLY TRANSMITTED BY OPTICAL EMITTERS MOUNTED IN TRANSIT VEHICLES AND RECEIVED BY OPTICAL DETECTORS LOCATED AT EACH INTERSECTION.
2. TRANSIT VEHICLE PRIORITY CALL SHALL BE SERVICED ON A PRE-DEFINED BASIS FOR DETECTORS D1 OR D2 WITH D1 HIGHEST AND D2 LOWEST.
3. IN RESPONSE TO A PRIORITY CALL RECEIVED AT AN INTERSECTION BY OPTICAL DETECTOR D1 OR D2 THE CONTROLLER SHALL INITIATE TRANSIT PRIORITY BASED ON THE ALGORITHM DESCRIBED IN THE CONTROLLER SPECIFICATIONS.
4. MINIMUM GREEN AND NORMAL VEHICLE CLEARANCE SHALL BE PROVIDED ON PHASES THAT ARE TO BE TERMINATED BY PRIORITY DEMAND.
5. COORDINATION SHALL BE MAINTAINED DURING TRANSIT VEHICLE PRIORITY.

ITEM 816.03
TRAFFIC SIGNAL RECONSTRUCTION
MAIN STREET AT WALTER STREET/NOBLE STREET
LIST OF MAJOR ITEMS REQUIRED

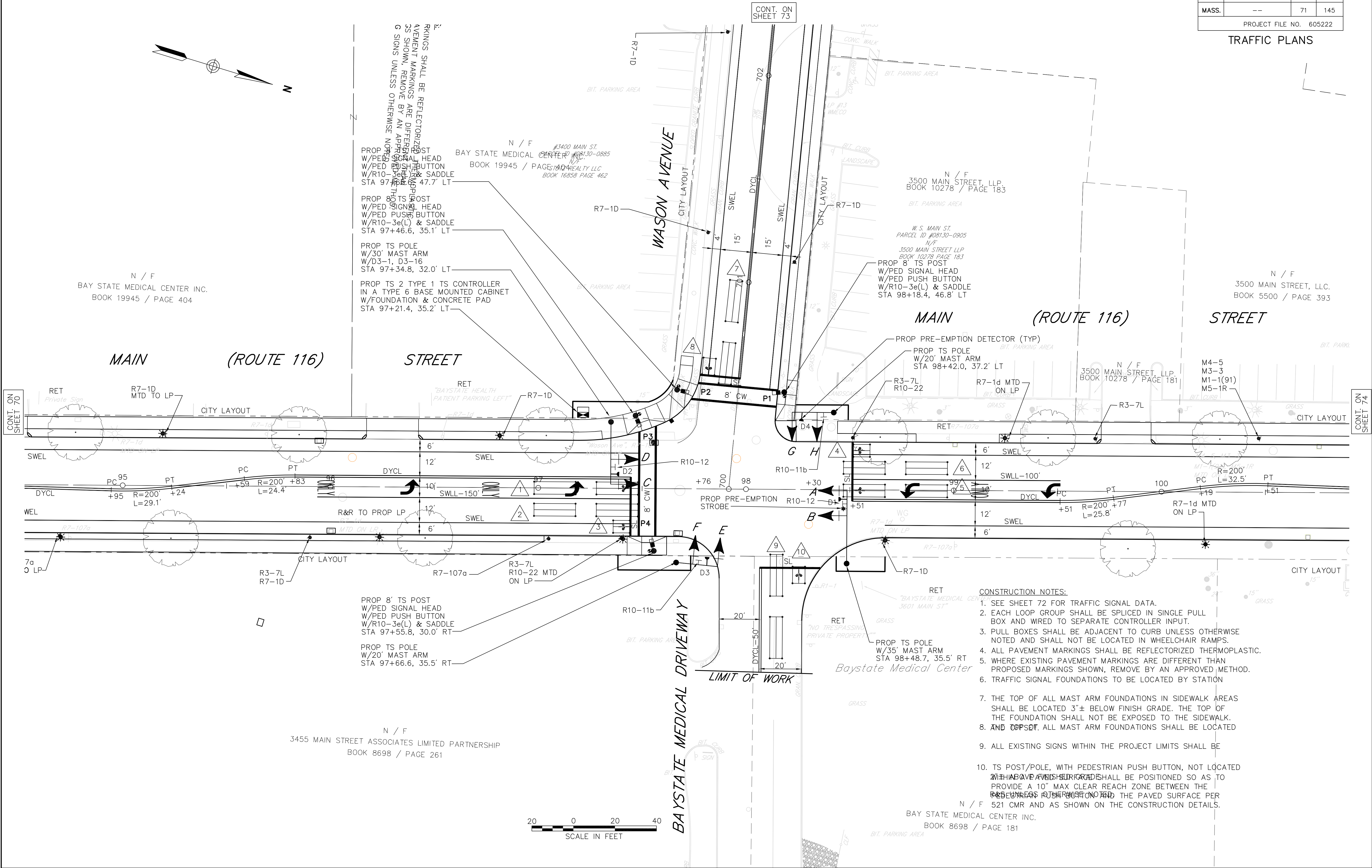
QUANTITY	DESCRIPTION
1	8ø TS 2 TYPE 2 CONTROLLER IN A TYPE 6 BASE MOUNTED CABINET INCL. FOUNDATION AND CONCRETE PAD
1	GPS TIME SYNCH DEVICE
1	TS 30' MAST ARM TYPE 2, STEEL, INCL. FOUNDATION
3	TS 35' MAST ARM TYPE 2, STEEL, INCL. FOUNDATION
6	TS POST 8' STANDARD INCL. FOUNDATION
7	SIGNAL HEAD, 3-SECTION, 12" LENSES
2	SIGNAL HEAD, 4-SECTION, BI-MODAL, 12" LENSES
8	PEDESTRIAN SIGNAL HEAD W/COUNTDOWN TIMER
3	PEDESTRIAN PUSH BUTTON W/R10-3e(R) AND SIGN SADDLE
5	PEDESTRIAN PUSH BUTTON W/R10-3e(L) AND SIGN SADDLE
x	PULL BOX-12"x12"
5	TYPE C, 2-CHANNEL CARD RACK LOOP DETECTOR AMPLIFIER
16	WIRE LOOP DETECTOR
4	EMERGENCY PRE-EMPTION OPTICAL DETECTORS & DETECTOR CABLE
1	EMERGENCY PRE-EMPTION 4 CHANNEL PHASE SELECTOR
1	EMERGENCY PRE-EMPTION SYSTEM CHASSIS
1	EMERGENCY PRE-EMPTION STROBE (WHITE LENS)
1	SERVICE CONNECTION (UNDERGROUND)

PUS NECESSARY DUCT, CABLE, LABOR, MISCELLANEOUS MATERIAL AND EQUIPMENT TO COMPLETE THE INSTALLATION AND PROVIDE AN OPERATING TRAFFIC CONTROL SIGNAL.

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	71	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS



SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

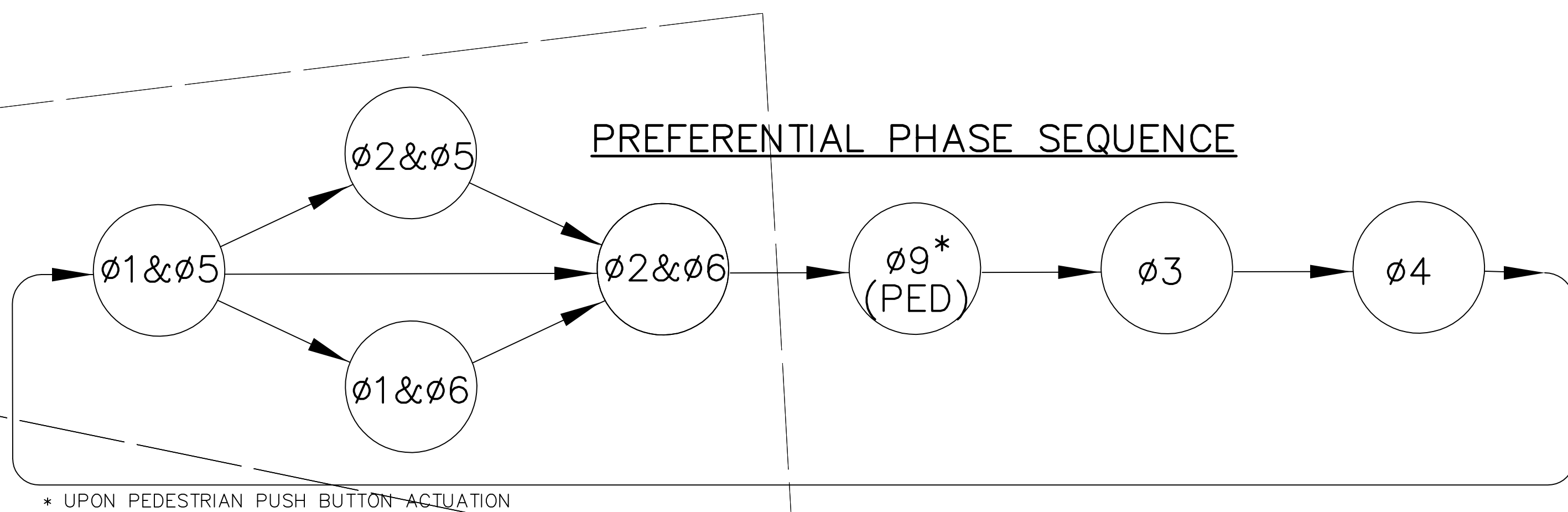
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	72	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS

SEQUENCE & TIMING NOTES:

- IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO REMAIN IN EFFECT DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATIONS FOR THAT TRAFFIC MOVEMENT WILL NOT CHANGE DURING THE CLEARANCE INTERVAL.
- THE RIGHT OF WAY MAY BE ASSIGNED TO ANY PHASE OR ANY COMBINATION OF NON-CONFLICTING PHASES.
- IF CALLS EXIST ON ALL PHASES, THE ASSIGNMENT OF RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE PREFERENTIAL PHASE SEQUENCE.
- IF THE ASSIGNED RIGHT OF WAY FOR ANY TRAFFIC MOVEMENT IS TO CHANGE DURING THE NEXT CALLED PHASE, THE SIGNAL INDICATION FOR THAT MOVEMENT WILL DISPLAY THE APPROPRIATE CLEARANCE INTERVALS.

PREFERENTIAL PHASE SEQUENCE



NOTES:

- AUTOMATIC FLASHING OPERATION PER M.U.T.C.D. SECTION 4D.12.
- * UPON PEDESTRIAN PUSH BUTTON ACTUATION
- PERM = PERMISSIVE
- MAXIMUM 1 = NORMAL OPERATION
- MAXIMUM 2 = NOT USED
- STOP AND GO OPERATION FOR 24 HOURS PER DAY. FLASHING OPERATION FOR EMERGENCY ONLY.
- DURING PEDESTRIAN INTERVAL, FDW THROUGH YELLOW OPERATION SHALL NOT BE IN EFFECT.

EMERGENCY VEHICLE PRE-EMPTION OPERATION.

- EMERGENCY VEHICLE PRE-EMPTION SIGNALS SHALL BE OPTICALLY TRANSMITTED BY OPTICAL EMITTERS MOUNTED IN EMERGENCY VEHICLES AND RECEIVED BY OPTICAL DETECTORS LOCATED AT EACH INTERSECTION.
- PRE-EMPTION SIGNALS SHALL BE SERVICED ON A PRIORITY BASIS WITH DETECTORS D1, D2, D3 OR D4 ASSIGNED DESCENDING PRIORITIES AS FOLLOWS: (D1 HIGHEST AND D4 LOWEST)
- IN RESPONSE TO A PRE-EMPTION SIGNAL RECEIVED AT AN INTERSECTION BY OPTICAL DETECTOR D1 (OR D2, D3, D4) THE CONTROLLER SHALL HOLD OR ADVANCE TO AND HOLD IN EMERGENCY VEHICLE PRE-EMPTION PHASE #1 (OR #2, #3, #4) GREEN FOR A MINIMUM OF TEN (10) SECONDS OR UNTIL PRE-EMPTION SIGNAL CEASES. THE CONTROLLER SHALL THEN TIME PRE-EMPTION PHASE CLEARANCES FOR THE ASSOCIATED PHASE(S) AS SHOWN IN THE SEQUENCE AND TIMING CHART AND SERVICE SUBSEQUENT EMERGENCY VEHICLE PRE-EMPTION PHASES AS NECESSARY
- MINIMUM GREEN AND NORMAL VEHICLE AND PEDESTRIAN CLEARANCE TIMES SHALL BE PROVIDED ON PHASES THAT ARE TO BE TERMINATED BY PRE-EMPTION DEMAND.
- PRE-EMPTION STROBE SHALL BE ILLUMINATED WHENEVER ANY EMERGENCY VEHICLE PRE-EMPTION GREEN IS ON.
- EMERGENCY VEHICLE PRE-EMPTION SHALL OVERRIDE COORDINATION AND TRANSIT VEHICLE PRIORITY.

PRE-EMPTION PHASING & PRIORITY			
DETECTOR & PRIORITY	PRE-EMPT PHASE ASSIGNMENT	PRE-EMPT MOVEMENT & PHASE ASSIGNMENT	LOW PRIORITY MOVEMENT & PHASE ASSIGNMENT
D1	1	02&05	02&06
D2	2	01&06	02&06
D3	3		04
D4	4		03

TRANSIT VEHICLE PRIORITY OPERATION.

- TRANSIT VEHICLE PRIORITY CALLS SHALL BE OPTICALLY TRANSMITTED BY OPTICAL EMITTERS MOUNTED IN TRANSIT VEHICLES AND RECEIVED BY OPTICAL DETECTORS LOCATED AT EACH INTERSECTION.
- TRANSIT VEHICLE PRIORITY CALL SHALL BE SERVICED ON A PRE-DEFINED BASIS FOR DETECTORS D1 OR D2 WITH D1 HIGHEST AND D2 LOWEST.
- IN RESPONSE TO A PRIORITY CALL RECEIVED AT AN INTERSECTION BY OPTICAL DETECTOR D1 OR D2 THE CONTROLLER SHALL INITIATE TRANSIT PRIORITY BASED ON THE ALGORITHM DESCRIBED IN THE CONTROLLER SPECIFICATIONS.
- MINIMUM GREEN AND NORMAL VEHICLE CLEARANCE SHALL BE PROVIDED ON PHASES THAT ARE TO BE TERMINATED BY PRIORITY DEMAND.
- COORDINATION SHALL BE MAINTAINED DURING TRANSIT VEHICLE PRIORITY.

SIGNAL HEAD DATA			
A,C	B,D,F,H	E,G	P1-P6
ALL 12" LENS			

NOTES:

- ALL SIGNAL HEADS SHALL BE RIGID MOUNTED.
- ALL SIGNAL HEADS SHALL BE EQUIPPED WITH 5"± LOUVERED BACKPLATES. ALL BACKPLATES SHALL CONTAIN A 2" WIDE YELLOW REFLECTIVE BORDER.
- ALL SIGNAL HEADS SHALL BE EQUIPPED WITH TUNNEL VISORS.
- ALL SIGNAL DISPLAYS SHALL BE EQUIPPED W/L.E.D. MODULES.

DETECTOR DATA						
DETECTOR NO.	NO. SECTION/ SIZE	NO. OF TURNS	OPERATIONS	DELAY /EXT	CALL PHASE	LOOP CONNECTION
1	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	05	SERIES
2	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	02	SERIES
3	1-6'X8' QUADRUPOLE	2-4-2	PRESENCE	0	02	SINGLE
4	1-6'X8' QUADRUPOLE	2-4-2	PRESENCE	0	06	SINGLE
5	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	01	SERIES
6	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	06	SERIES
7	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	04	SERIES
8	1-6'X8' QUADRUPOLE	2-4-2	PRESENCE	0	04	SINGLE
9	2-6'X20' QUADRUPOLE	2-4-2	PRESENCE	0	03	SERIES
10	1-6'X8' QUADRUPOLE	2-4-2	PRESENCE	0	03	SINGLE

- NOTES: 1. DELAY AND EXTENSION TIMINGS SHALL BE PROGRAMMED IN THE CONTROLLER ONLY
2. WIRE LOOP DETECTORS SHALL BE INSTALLED IN FINAL PAVED SURFACE.

ITEM 815.1
TRAFFIC CONTROL SIGNAL
MAIN STREET AT WASON AVENUE/BAYSTATE MEDICAL
LIST OF MAJOR ITEMS REQUIRED

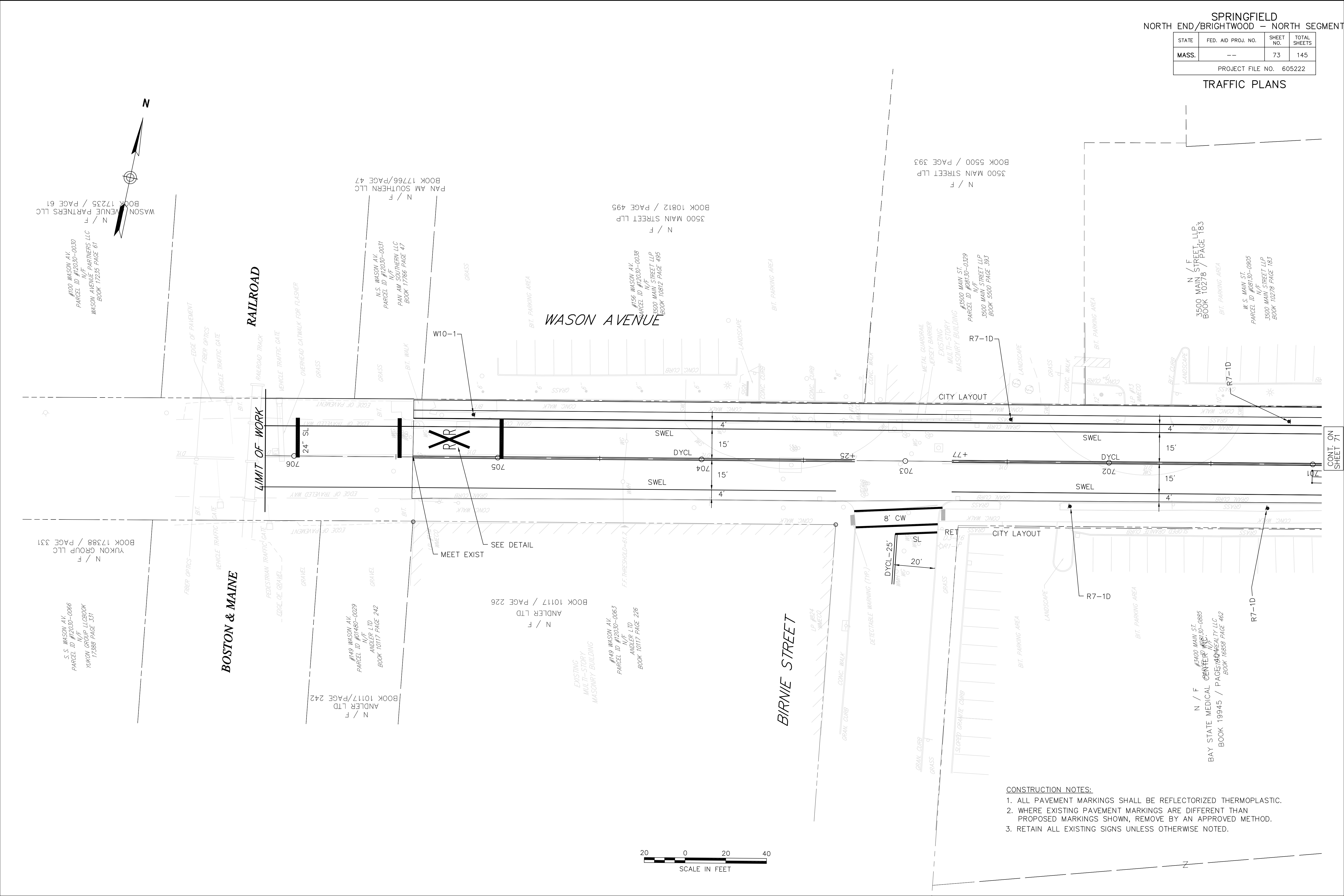
QUANTITY	DESCRIPTION
1	80 TS 2 TYPE 1 CONTROLLER IN A TYPE 6 BASE MOUNTED CABINET INCL. FOUNDATION
1	GPS TIME-SYNCH DEVICE
2	TS 20' MAST ARM TYPE 2, STEEL, INCL. FOUNDATION
2	TS 35' MAST ARM TYPE 2, STEEL, INCL. FOUNDATION
4	TS POST 8' STANDARD INCL. FOUNDATION
4	SIGNAL HEAD, 3-SECTION, 12" LENSES
2	SIGNAL HEAD, 4-SECTION, 12" LENSES
2	SIGNAL HEAD, 4-SECTION, BI-MODAL, 12" LENSES
6	PEDESTRIAN SIGNAL HEAD W/COUNTDOWN TIMER
0	PEDESTRIAN PUSH BUTTON W/R10-3e(R) AND SIGN SADDLE
4	PEDESTRIAN PUSH BUTTON W/R10-3e(L) AND SIGN SADDLE
x	PULL BOX-12"x12"
5	TYPE C, 2-CHANNEL CARD RACK LOOP DETECTOR AMPLIFIER
16	WIRE LOOP DETECTOR
4	EMERGENCY PRE-EMPTION OPTICAL DETECTORS & DETECTOR CABLE
1	EMERGENCY PRE-EMPTION 4 CHANNEL PHASE SELECTOR
1	EMERGENCY PRE-EMPTION SYSTEM CHASSIS
1	EMERGENCY PRE-EMPTION STROBE (WHITE LENS)
1	SERVICE CONNECTION (UNDERGROUND)

PLUS NECESSARY DUCT, CABLE, LABOR, MISCELLANEOUS MATERIAL AND EQUIPMENT TO COMPLETE THE INSTALLATION AND PROVIDE AN OPERATING TRAFFIC CONTROL SIGNAL.

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	73	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS



- CONSTRUCTION NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 3. RETAIN ALL EXISTING SIGNS UNLESS OTHERWISE NOTED.

TRAFFIC PLANS



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	75	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS

ITEM 824.10
FLASHING WARNING BEACON TYPE D
MAIN STREET AT BAYSTATE MEDICAL DRIVEWAY
LIST OF MAJOR ITEMS REQUIRED

QUANTITY	DESCRIPTION
1	FLASHER UNIT WITH POLE MOUNTED CONTROL CABINET (NEMA TYPE 3R)
1	TS 30' MAST ARM TYPE 2, STEEL, INCL. FOUNDATION
3	TS POST 10' STANDARD INCL. FOUNDATION
8	SIGNAL HEAD, 1-SECTION, 12" LENSES
2	PULL BOX-12"x12"
1	SERVICE CONNECTION (UNDERGROUND)

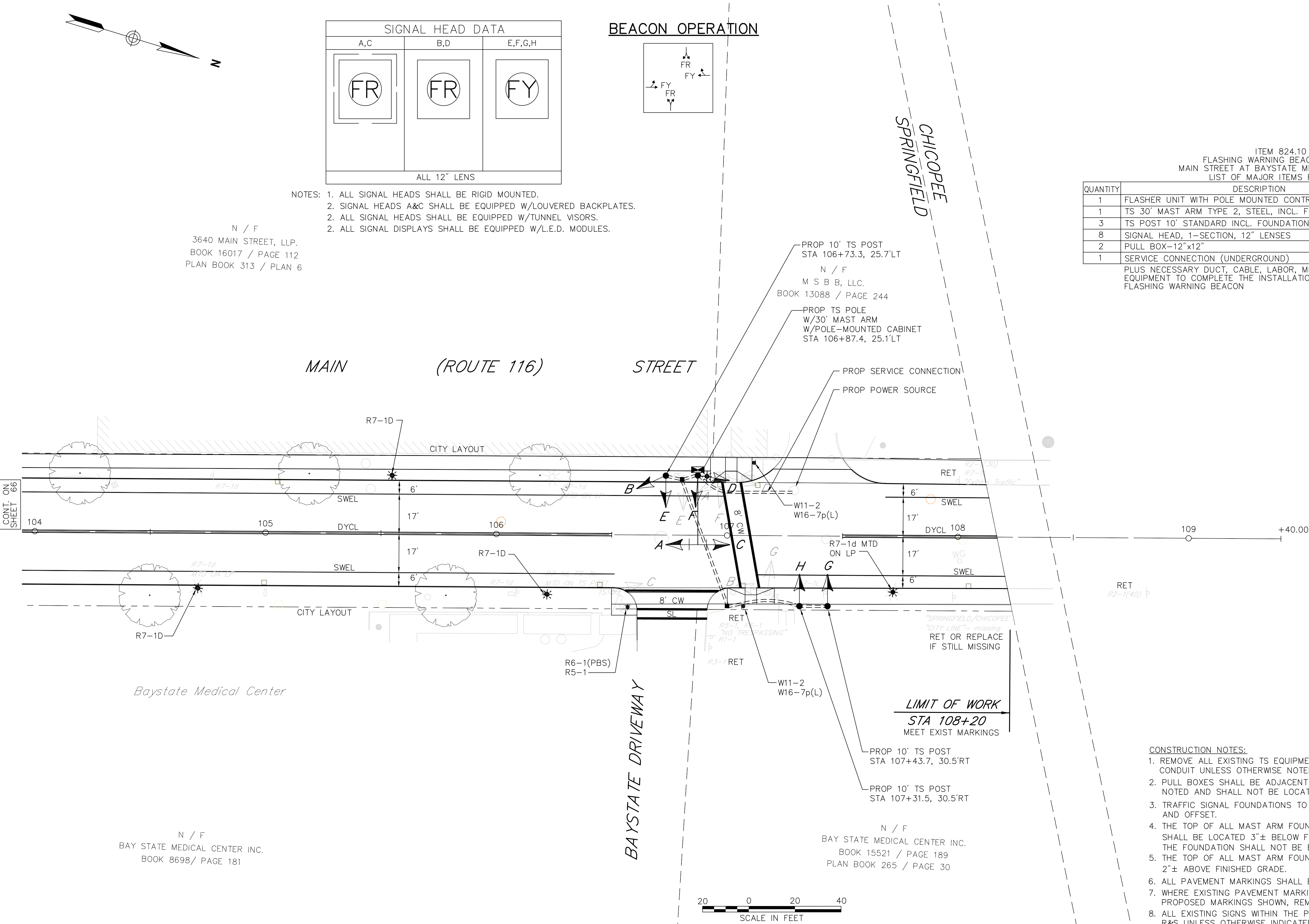
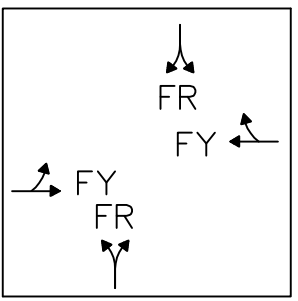
PLUS NECESSARY DUCT, CABLE, LABOR, MISCELLANEOUS MATERIAL AND EQUIPMENT TO COMPLETE THE INSTALLATION AND PROVIDE AN OPERATING FLASHING WARNING BEACON

SIGNAL HEAD DATA		
A,C	B,D	E,F,G,H
ALL 12" LENS		

- NOTES:
1. ALL SIGNAL HEADS SHALL BE RIGID MOUNTED.
 2. SIGNAL HEADS A&C SHALL BE EQUIPPED W/LOUVERED BACKPLATES.
 2. ALL SIGNAL HEADS SHALL BE EQUIPPED W/TUNNEL VISORS.
 2. ALL SIGNAL DISPLAYS SHALL BE EQUIPPED W/L.E.D. MODULES.

N / F
3640 MAIN STREET, LLP.
BOOK 16017 / PAGE 112
PLAN BOOK 313 / PLAN 6

BEACON OPERATION



N / F
BAY STATE MEDICAL CENTER INC.
BOOK 8698/ PAGE 181

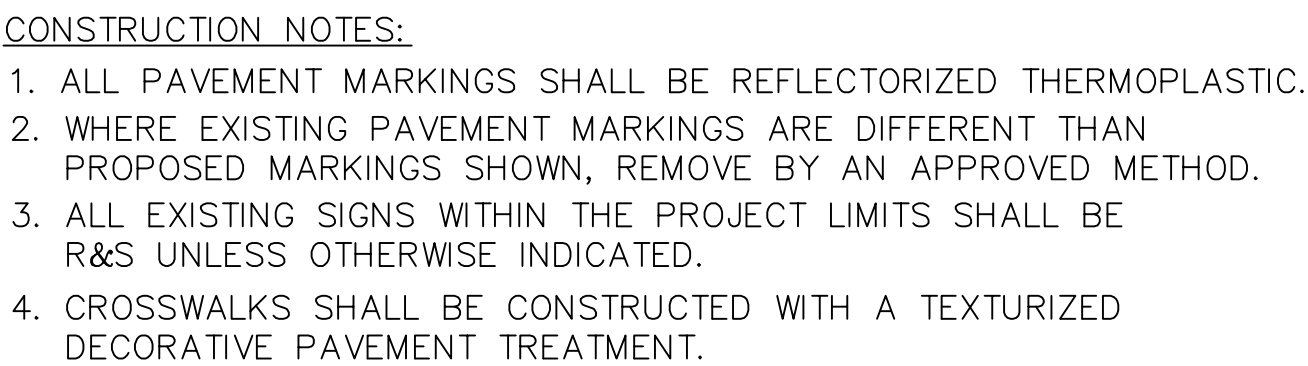
N / F
BAY STATE MEDICAL CENTER INC.
BOOK 15521 / PAGE 189
PLAN BOOK 265 / PAGE 30

- CONSTRUCTION NOTES:
1. REMOVE ALL EXISTING TS EQUIPMENT AND ABANDON ALL TS CONDUIT UNLESS OTHERWISE NOTED.
 2. PULL BOXES SHALL BE ADJACENT TO CURB UNLESS OTHERWISE NOTED AND SHALL NOT BE LOCATED IN WHEELCHAIR RAMPS.
 3. TRAFFIC SIGNAL FOUNDATIONS TO BE LOCATED BY STATION AND OFFSET.
 4. THE TOP OF ALL MAST ARM FOUNDATIONS IN SIDEWALK AREAS SHALL BE LOCATED 3"± BELOW FINISH GRADE. THE TOP OF THE FOUNDATION SHALL NOT BE EXPOSED TO THE SIDEWALK.
 5. THE TOP OF ALL MAST ARM FOUNDATIONS SHALL BE LOCATED 2"± ABOVE FINISHED GRADE.
 6. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 7. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 8. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.

TRAFFIC PLANS

N / F
CROWLEY, BONAVITA & CAR
BOOK 10034 / PAGE 304

N / F
COMMONWEALTH OF MASSACHUSETTS
BOOK 5580 / PAGE 1



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	78	145
PROJECT FILE NO. 605222			

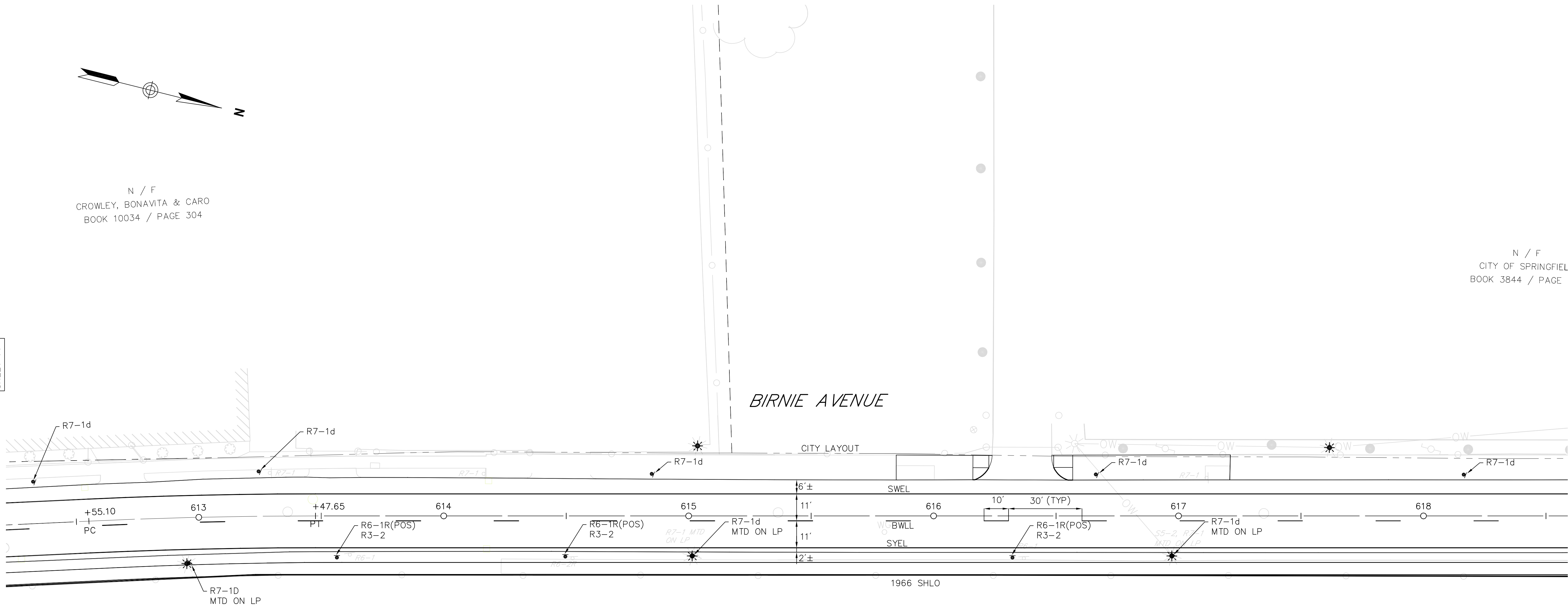
TRAFFIC PLANS

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CROWLEY, BONAVITA & CARO
BOOK 10034 / PAGE 304

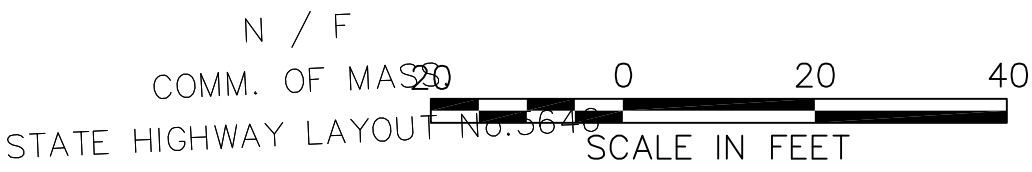
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CITY OF SPRINGFIELD
BOOK 3844 / PAGE

CONT. ON
SHEET 77

CONT. ON
SHEET 79



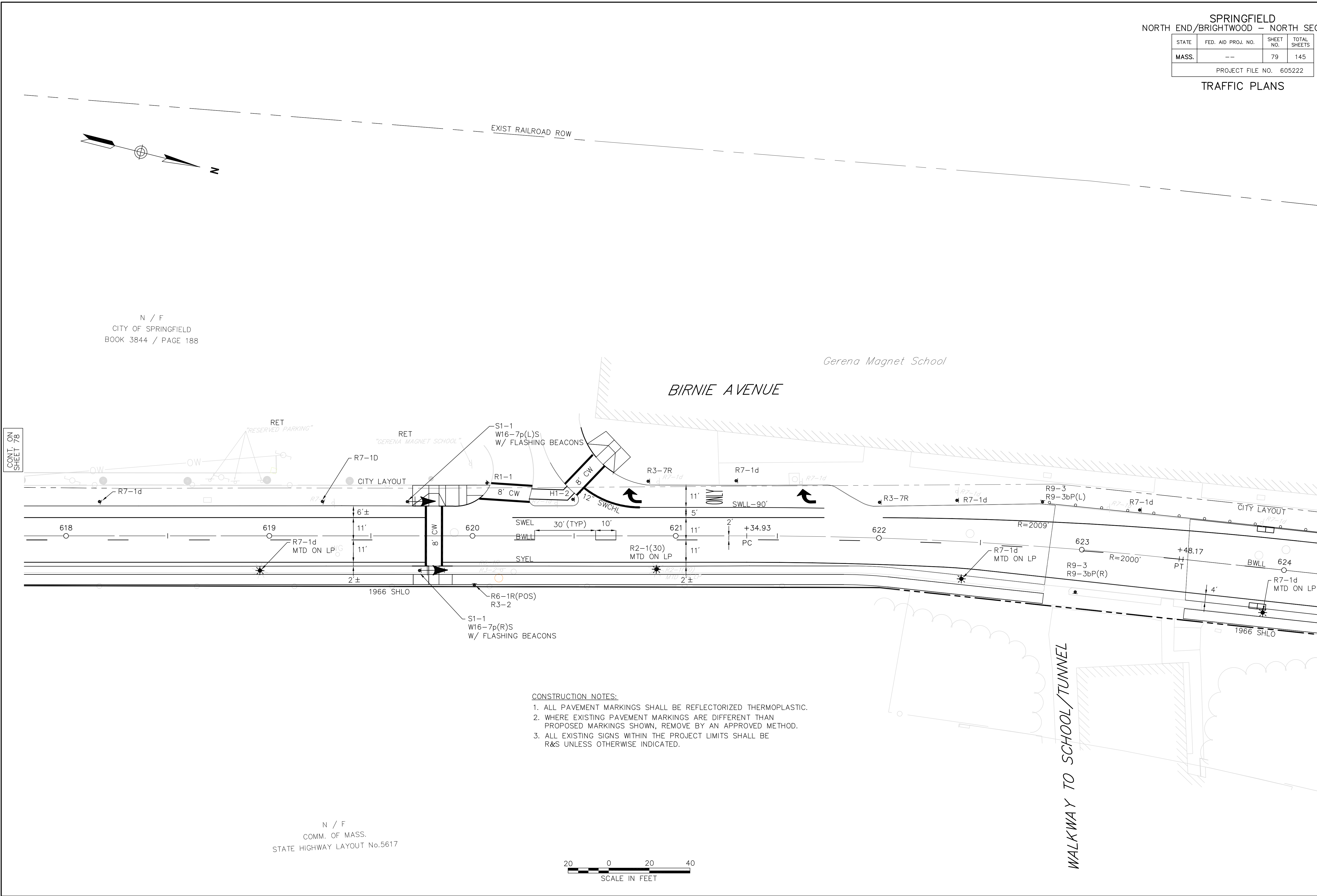
- CONSTRUCTION NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	79	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS



CONT. ON
SHEET 78

CONT. ON
SHEET 80

- CONSTRUCTION NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.

N / F
COMM. OF MASS.
STATE HIGHWAY LAYOUT No.5617



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	80	145
PROJECT FILE NO. 605222			

TRAFFIC PLANS

N / F
BIRNIE MEDICAL, LLC.
BOOK 10943 / PAGE 425

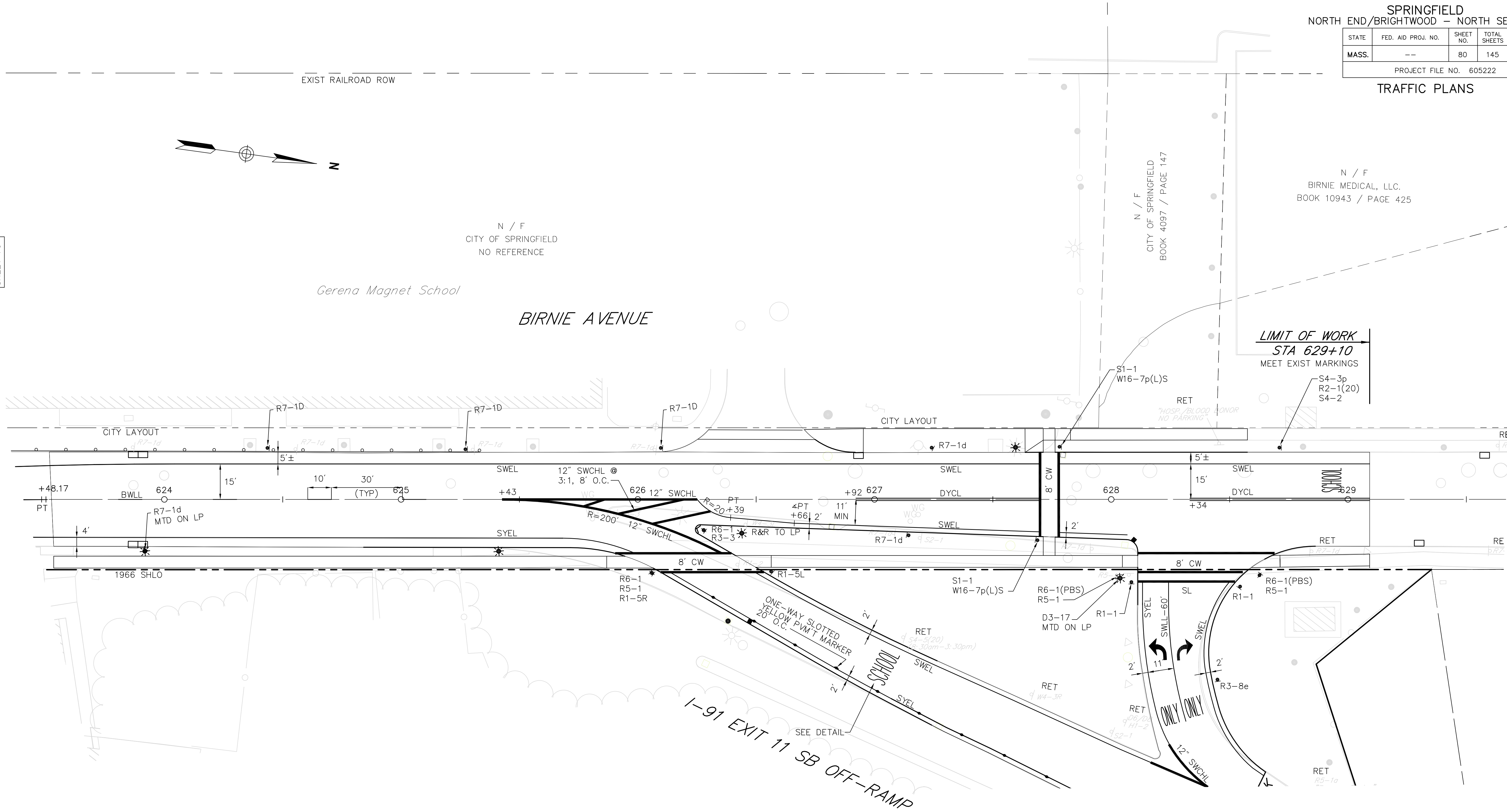
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CITY OF SPRINGFIELD
BOOK 4097 / PAGE 147

N / F
CITY OF SPRINGFIELD
NO REFERENCE

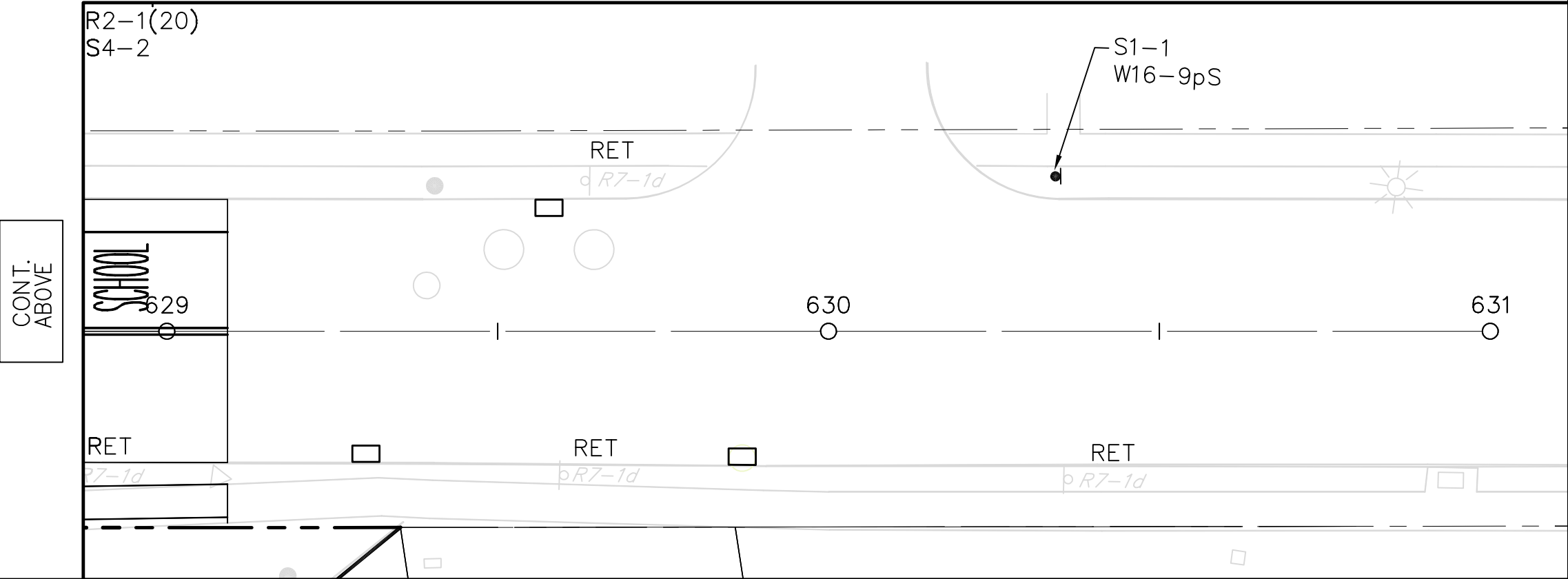
Gerena Magnet School

BIRNIE AVENUE

LIMIT OF WORK
STA 629+10
MEET EXIST MARKINGS



- CONSTRUCTION NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC.
 2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE R&S UNLESS OTHERWISE INDICATED.

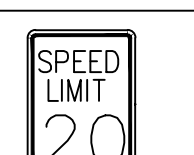
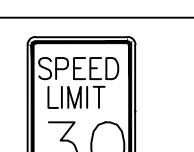
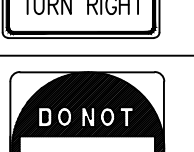
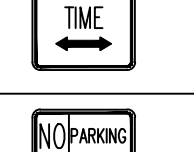
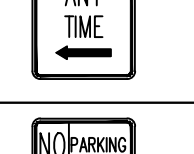
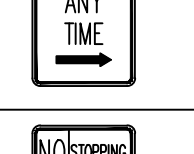


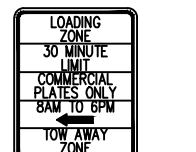
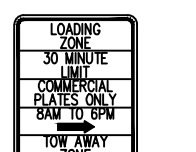
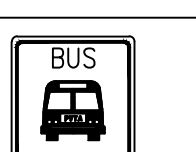
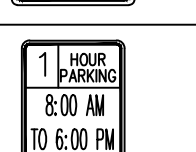
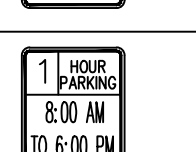
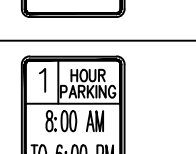
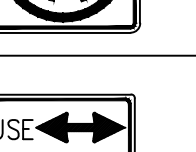
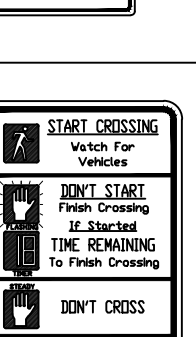
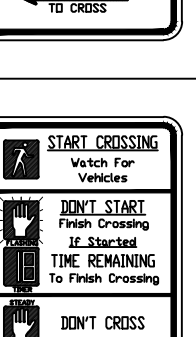
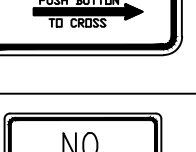
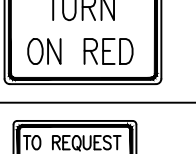
SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	81	145
PROJECT FILE NO. 605222			

SIGN SUMMARY

TRAFFIC SIGN SUMMARY

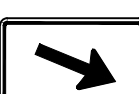
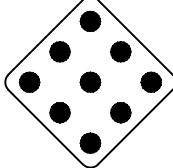
IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)			NUMBER OF SIGNS REQUIRED	COLOR			POST SIZE AND NUMBER REQUIRED	UNIT AREA (S.F.)	AREA IN SQUARE FEET
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.		BACK-GROUND	LEGEND	BORDER			
R1-1	30"	30"		SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION"; AS AMENDED			18	RED	WHITE	WHITE	P5-17 1 MTD ON LP	5.18	93.24
R1-2	36"X36"X36"						1	WHITE	RED	WHITE	P5-1	3.89	3.89
R1-5L	36"	36"					1	WHITE	RED/BLACK	BLACK	P5-1	9.00	9.00
R1-5R	36"	36"					1	WHITE	RED/BLACK	BLACK	P5-1	9.00	9.00
R2-1(20)	24"	30"					1	WHITE	BLACK	BLACK	P5-1	5.00	5.00
R2-1(30)	24"	30"					1	WHITE	BLACK	BLACK	1 MTD ON LP	5.00	5.00
R3-1	24"	24"					1	WHITE	RED/BLACK	BLACK	1 MTD W/OTHERS	4.00	4.00
R3-2	24"	24"					8	WHITE	RED/BLACK	BLACK	8 MTD W/OTHERS	4.00	32.00
R3-3	24"	24"					1	WHITE	BLACK	BLACK	P5-1	4.00	4.00
R3-7R	30"	30"					2	WHITE	BLACK	BLACK	P5-2	6.25	12.50
R5-1	30"	30"					15	RED	RED/WHITE	WHITE	14 MTD W/OTHERS 1 MTD ON LP	6.25	93.75
R6-1L(POS)	36"	12"					1	BLACK	WHITE	BLACK	P5-1	3.00	3.00
R6-1R(POS)	36"	12"					8	BLACK	WHITE	BLACK	P5-8	3.00	24.00
R6-1(PBS)	36"	12"					15	BLACK	WHITE/BLACK	WHITE	P5-14 1 MTD ON LP	3.00	45.00
R7-1d	12"	18"		PER CITY OF SPRINGFIELD STANDARDS			88	RED/WHITE	WHITE/RED	RED	P5-50 27 MTD ON LP 1 MTD ON TS POST	1.50	132.00
R7-1L	12"	18"					12	RED/WHITE	WHITE/RED	RED	P5-12	1.50	18.00
R7-1R	12"	18"					11	RED/WHITE	WHITE/RED	RED	P5-9 2 MTD ON LP	1.50	16.50
R7-4	12"	18"					7	RED/WHITE	WHITE/RED	RED	P5-7	1.50	10.50

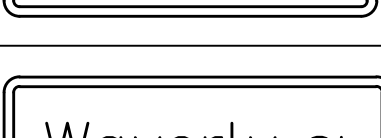
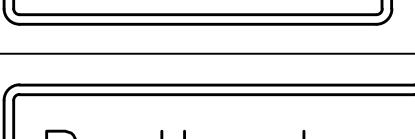
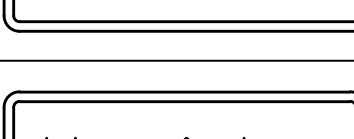
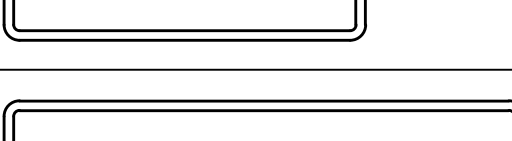
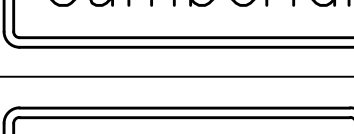
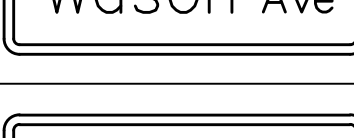
IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)			NUMBER OF SIGNS REQUIRED	COLOR			POST SIZE AND NUMBER REQUIRED	UNIT AREA (S.F.)	AREA IN SQUARE FEET
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.		BACK-GROUND	LEGEND	BORDER			
R7-4L	12"	18"		PER CITY OF SPRINGFIELD STANDARDS			8	RED/WHITE	WHITE/RED	RED	P5-8	1.50	12.00
R7-5L	12"	18"					1	RED/WHITE	RED/WHITE	WHITE	P5-1	1.50	1.50
R7-5R	12"	18"					2	RED/WHITE	RED/WHITE	WHITE	2 MTD W/OTHERS	1.50	3.00
R7-8L	12"	18"		SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION"; AS AMENDED			1	WHITE	GREEN/BLUE	GREEN	1 MTD W/OTHERS	1.50	1.50
R7-8R	12"	18"					1	WHITE	GREEN/BLUE	GREEN	1 MTD W/OTHERS	1.50	1.50
R7-107a	18"	24"		AS PER PIONEER VALLEY TRANSIT AUTHORITY			6	WHITE	BLUE/ORANGE	BLUE	P5-4 2 MTD ON LP	3.00	18.00
R7-108a	12"	18"		SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION"; AS AMENDED			25	GREEN/WHITE	WHITE/GREEN	GREEN	P5-21 4 MTD ON LP	1.50	38.50
R7-108a(L)	12"	18"					8	GREEN/WHITE	WHITE/GREEN	GREEN	2 MTD ON LP 6 MTD W/OTHERS	1.50	12.00
R7-108a(R)	12"	18"					4	GREEN/WHITE	WHITE/GREEN	GREEN	4 MTD W/OTHERS	1.50	6.00
R9-3	18"	18"					2	WHITE	RED/BLACK	BLACK	P5-2	2.25	4.50
R9-3bP(d)	18"	12"					2	WHITE	BLACK	BLACK	2 MTD W/OTHERS	1.50	3.00
R10-3e(L)	9"	15"		AS PER MASSDOT STANDARDS			1	WHITE	BLACK/ORANGE	BLACK	1 MTD ON TS POST	PAID UNDER ITEMS 815.1, 816.01, 816.02 & 816.03	
R10-3e(R)	9"	15"					5	WHITE	BLACK/ORANGE	BLACK	5 MTD ON TS POST	PAID UNDER ITEMS 815.1, 816.01, 816.02 & 816.03	
R10-11b	30"	30"		SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION"; AS AMENDED			4	WHITE	BLACK	BLACK	4 MTD ON TS MAST ARM	6.25	25.00
R10-22	18"	24"		AS PER MASSDOT STANDARDS			6	WHITE	BLACK	BLACK	P5-3 1 MTD W/OTHERS 2 MTD ON EXIST	3.00	18.00

NOTES:

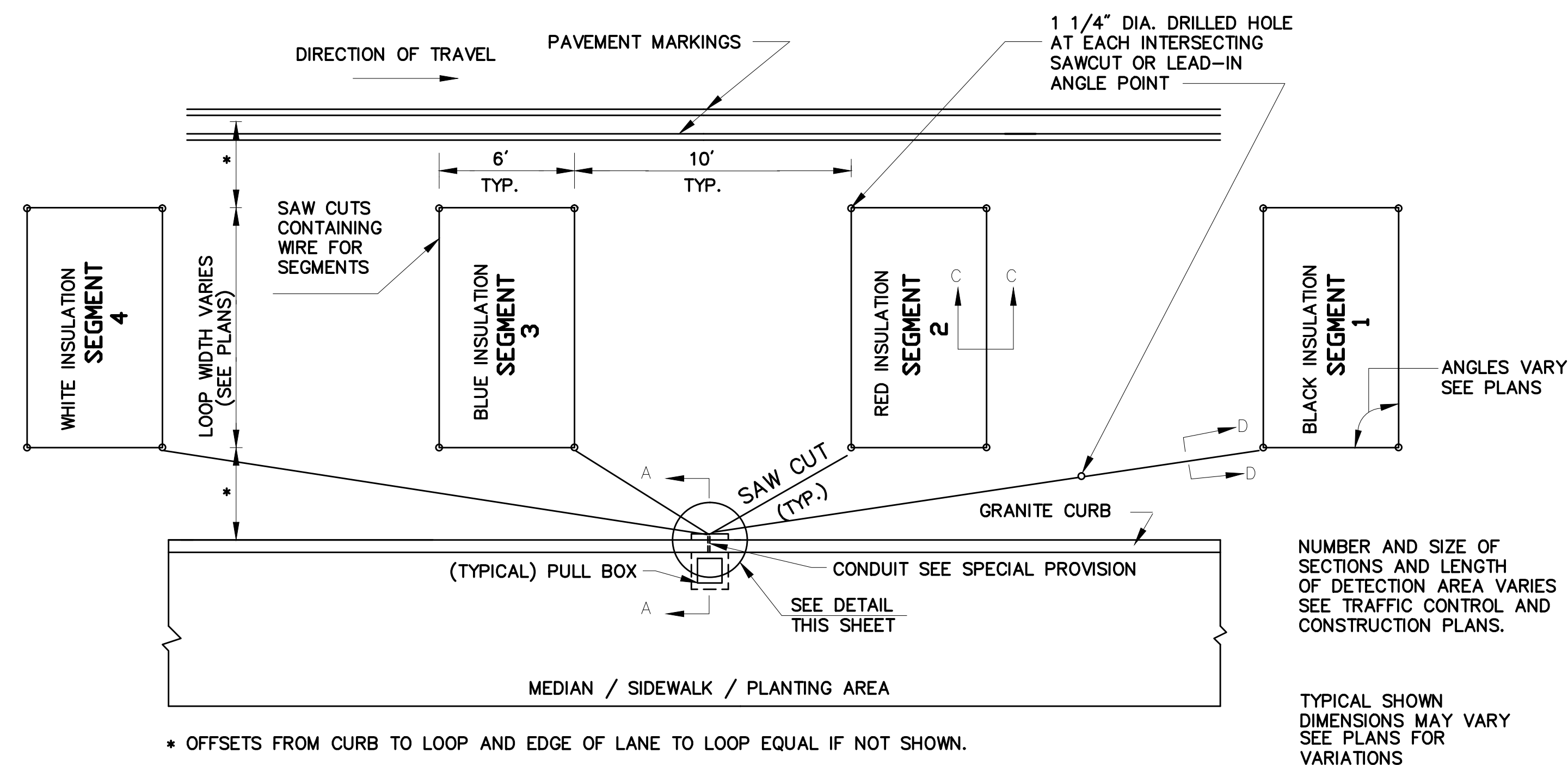
- SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION" FOR TEXT DIMENSIONS, AS AMENDED; THE MASSHIGHWAY DEPARTMENT SIGN LISTINGS 1993 EDITION, AS AMENDED..
- ALL PROPOSED REGULATORY AND WARNING SIGNS SHALL BE 0.08" ALUMINUM WITH HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING.

TRAFFIC SIGN SUMMARY

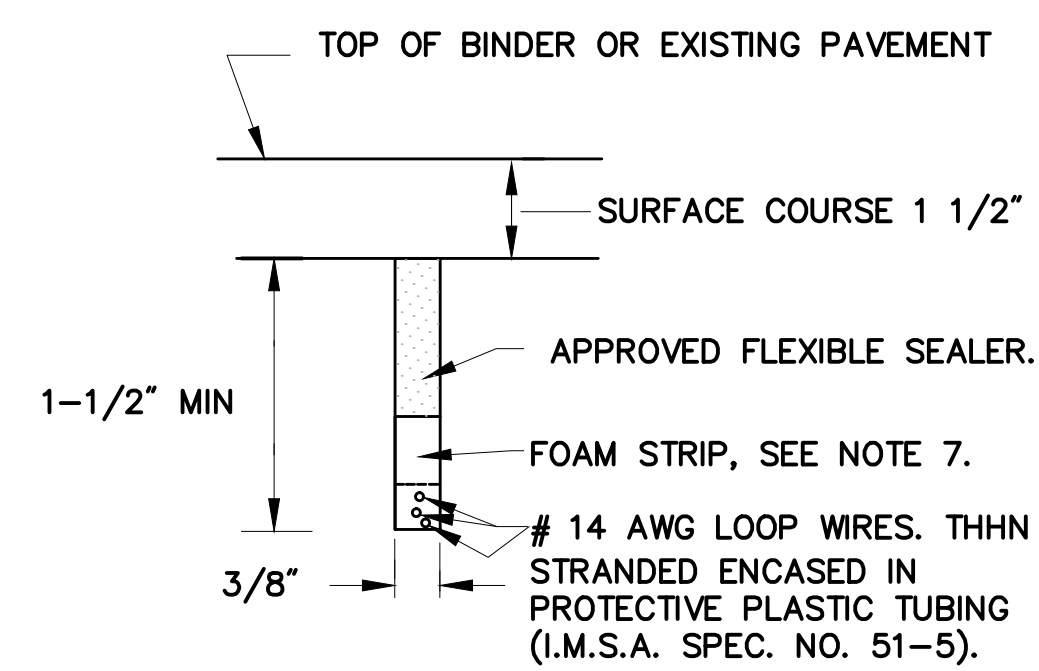
IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)			NUMBER OF SIGNS REQUIRED	COLOR			POST SIZE AND NUMBER REQUIRED	UNIT AREA (S.F.)	AREA IN SQUARE FEET
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.		BACK- GROUND	LEGEND	BORDER			
W11-2	30"	30"		SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION"; AS AMENDED			3	YELLOW	BLACK	BLACK	P5-3	6.25	18.75
W16-7p(L)	24"	12"					1	YELLOW	BLACK	BLACK	1 MTD W/OTHERS	2.00	2.00
W16-7p(L)S	24"	12"					4	FLUOR- ESCENT YELLOW- GREEN	BLACK	BLACK	3 MTD W/OTHERS 1 MTD ON LP	2.00	8.00
W16-7p(R)	24"	12"					1	YELLOW	BLACK	BLACK	1 MTD W/OTHERS	2.00	2.00
W16-9p	24"	12"					1	YELLOW	BLACK	BLACK	1 MTD W/OTHERS	2.00	2.00
W16-9pS	24"	12"					3	FLUOR- ESCENT YELLOW- GREEN	BLACK	BLACK	3 MTD W/OTHERS	2.00	6.00
H1-2	24"	24"		AS PER MASSDOT STANDARDS			1	YELLOW	YELLOW CLUSTER	-- --	P5-1	POST & PANEL PAID UNDER ITEM 827.21	
M1-1(91)	36"	36"		SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION"; AS AMENDED			1	RED/ BLUE	WHITE	WHITE	P5-1	9.00	9.00
M3-3	24"	12"					1	BLUE	WHITE	WHITE	1 MTD W/OTHER	2.00	2.00
M4-5	24"	12"					1	BLUE	WHITE	WHITE	1 MTD W/OTHER	2.00	2.00
M5-1R	21"	15"					1	BLUE	WHITE	WHITE	1 MTD W/OTHER	2.19	2.19
S1-1	30"	30"					7	FLUOR- ESCENT YELLOW- GREEN	BLACK	BLACK	P5-6 1 MTD ON LP	6.25	43.75
S4-3P	24"	8"					1	FLUOR- ESCENT YELLOW- GREEN	BLACK	BLACK	1 MTD W/OTHER	1.33	1.33
S4-2	24"	10"					1	FLUOR- ESCENT YELLOW- GREEN	BLACK	BLACK	1 MTD W/OTHER	1.67	1.67
D3-1	VARIES	12"		6/4.5 3/2.25	3 3	N/A	11	GREEN	WHITE	WHITE	3 MTD ON TS POLE 8 MTD W/OTHERS	PAID UNDER ITEM 874	
D3-2	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD W/OTHERS	PAID UNDER ITEM 874	

IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)			NUMBER OF SIGNS REQUIRED	COLOR			POST SIZE AND NUMBER REQUIRED	UNIT AREA (S.F.)	AREA IN SQUARE FEET
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.		BACK- GROUND	LEGEND	BORDER			
D3-3	VARIES	12"		6/4.5 3/2.25	3 3	N/A	2	GREEN	WHITE	WHITE	P5-1 1 MTD W/OTHERS	PAID UNDER ITEM 874	10,000
D3-4	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD ON TS POLE	PAID UNDER ITEM 874	
D3-5	VARIES	12"		6/4.5 3/2.25	3 3	N/A	2	GREEN	WHITE	WHITE	1 MTD ON TS POLE 1 MTD W/OTHERS	PAID UNDER ITEM 874	
D3-6	VARIES	12"		6/4.5 3/2.25	3 3	N/A	2	GREEN	WHITE	WHITE	1 MTD W/OTHERS	PAID UNDER ITEM 874	
D3-7	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD W/OTHERS	PAID UNDER ITEM 874	
D3-8	VARIES	12"		6/4.5 3/2.25	3 3	N/A	2	GREEN	WHITE	WHITE	P5-1 1 MTD W/OTHERS	PAID UNDER ITEM 874	
D3-9	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	P5-1	PAID UNDER ITEM 874	
D3-10	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD W/OTHERS	PAID UNDER ITEM 874	
D3-11	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	P5-1	PAID UNDER ITEM 874	
D3-12	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD W/OTHERS	PAID UNDER ITEM 874	
D3-13	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	P5-1	PAID UNDER ITEM 874	
D3-14	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	P5-1	PAID UNDER ITEM 874	
D3-15	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD ON LP	PAID UNDER ITEM 874	
D3-16	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	P5-1	PAID UNDER ITEM 874	
D3-17	VARIES	12"		6/4.5 3/2.25	3 3	N/A	3	GREEN	WHITE	WHITE	2 MTD W/OTHERS 1 MTD ON LP	PAID UNDER ITEM 874	
D3-18	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD ON ON TS POLE	PAID UNDER ITEM 874	
D3-19	VARIES	12"		6/4.5 3/2.25	3 3	N/A	1	GREEN	WHITE	WHITE	1 MTD ON ON TS POLE	PAID UNDER ITEM 874	

- NOTES:
1. SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION" FOR TEXT DIMENSIONS, AS AMENDED; THE MASSHIGHWAY DEPARTMENT SIGN LISTINGS 1993 EDITION, AS AMENDED..
2. ALL PROPOSED REGULATORY AND WARNING SIGNS SHALL BE 0.08" ALUMINUM WITH HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING.

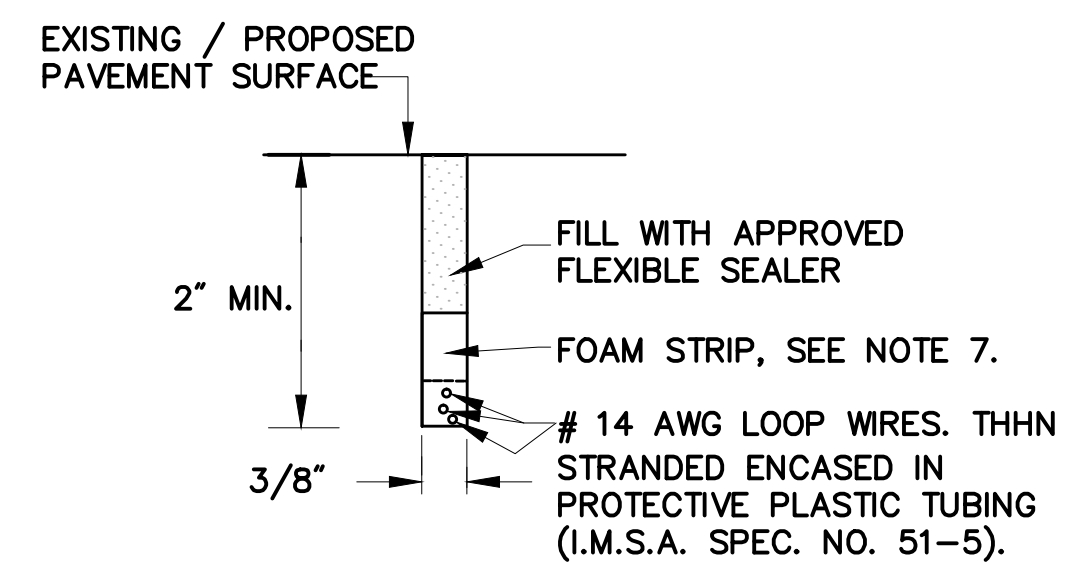


PLAN OF SEGMENTED DETECTOR DETAIL
NOT TO SCALE



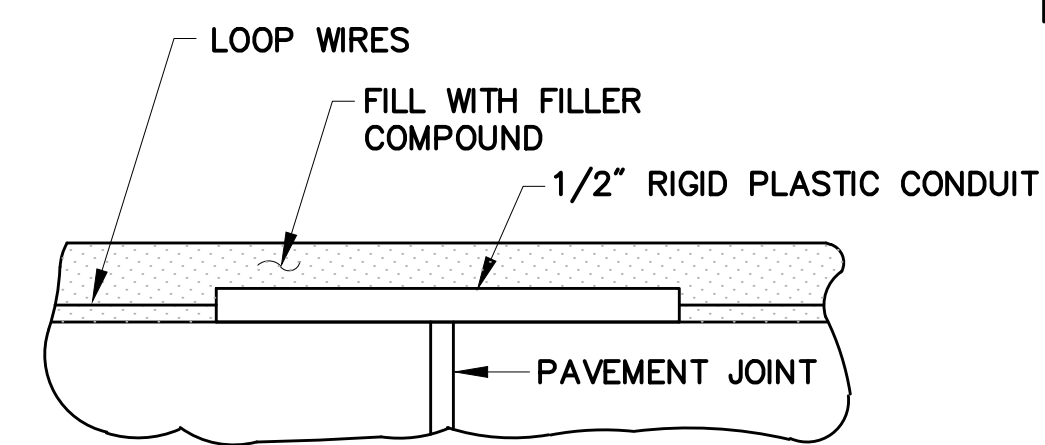
SECTION C-C & D-D

LOOPS IN BINDER COURSE OR EXISTING PAVEMENT TO BE RESURFACED
NOT TO SCALE



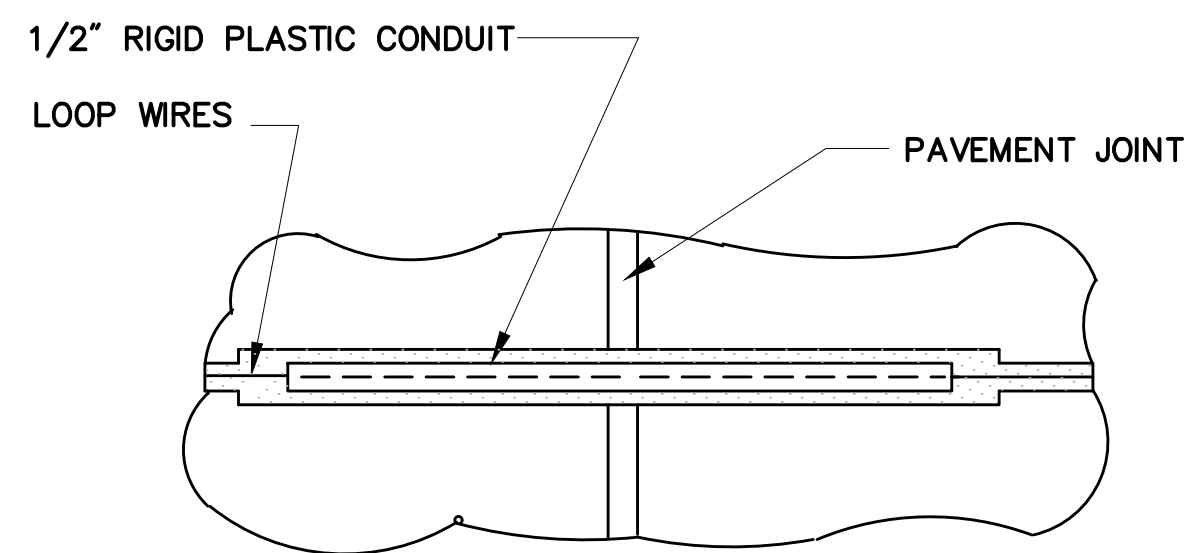
SECTION C-C & D-D

LOOPS IN SURFACE COURSE
NOT TO SCALE



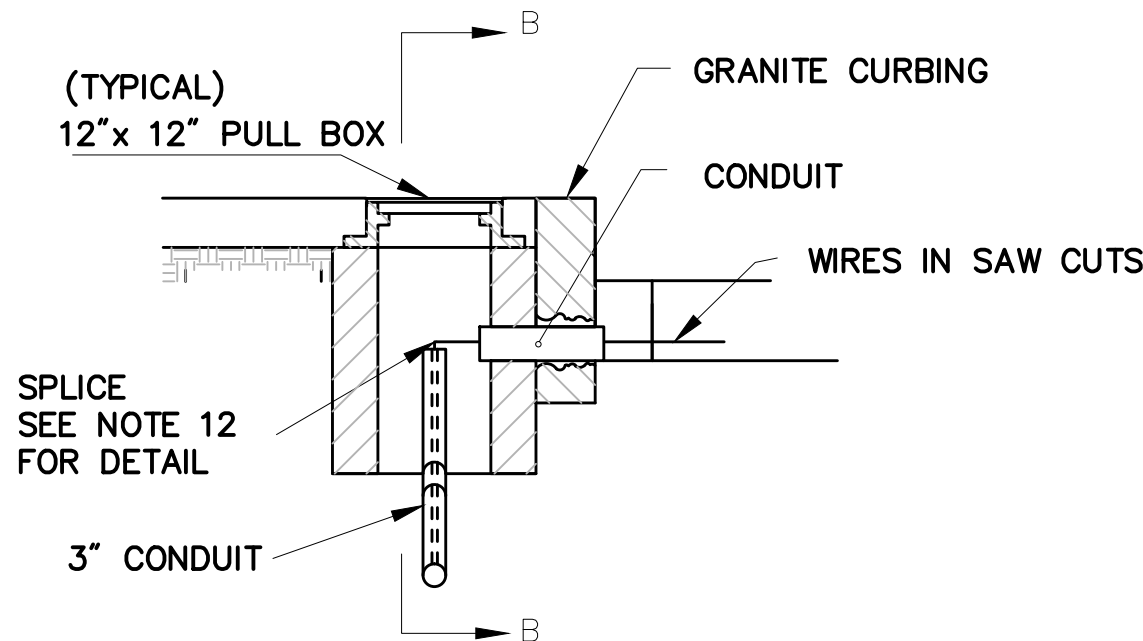
VERTICAL SECTION

TREATMENT AT PAVEMENT JOINTS
NOT TO SCALE



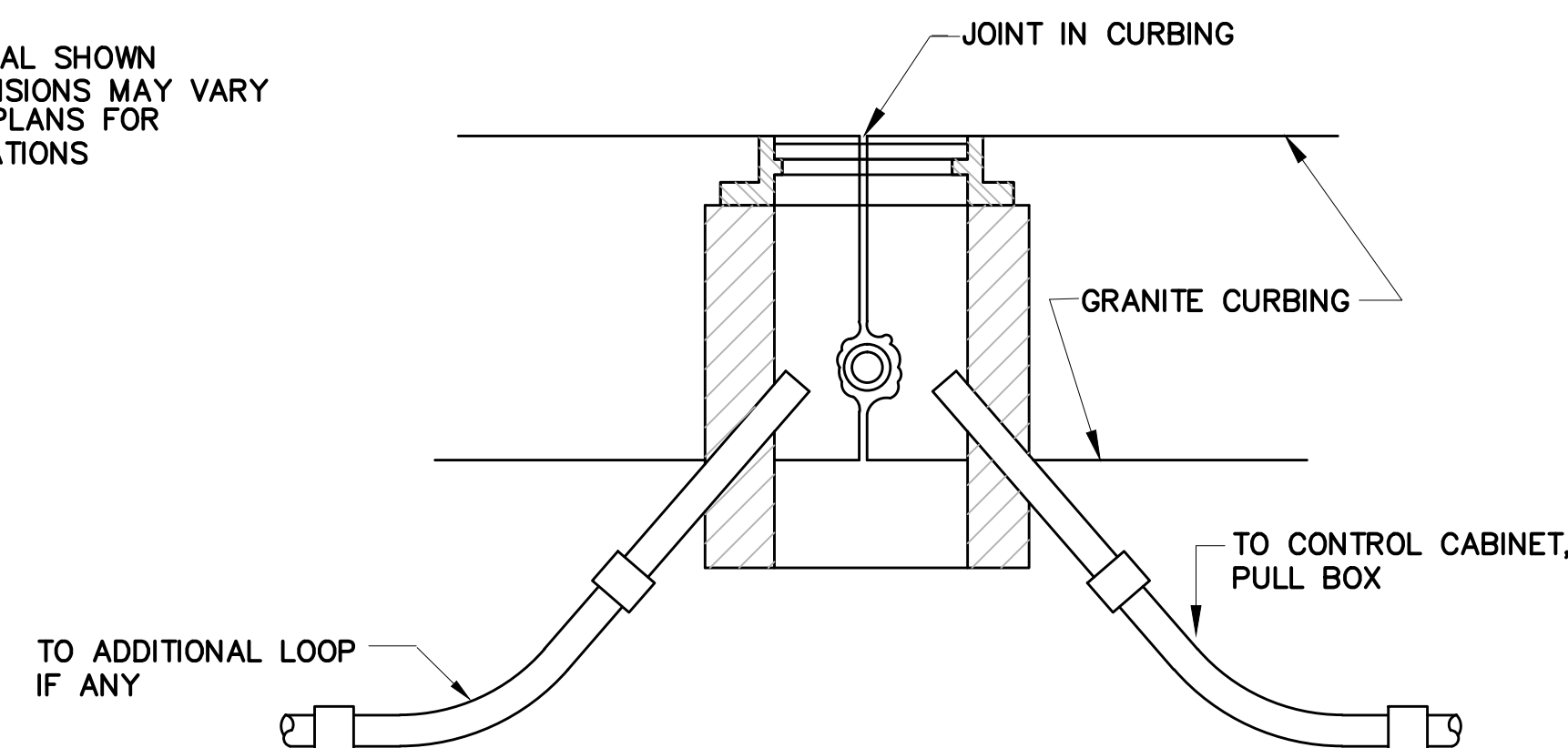
PLAN

TREATMENT AT PAVEMENT JOINTS
NOT TO SCALE



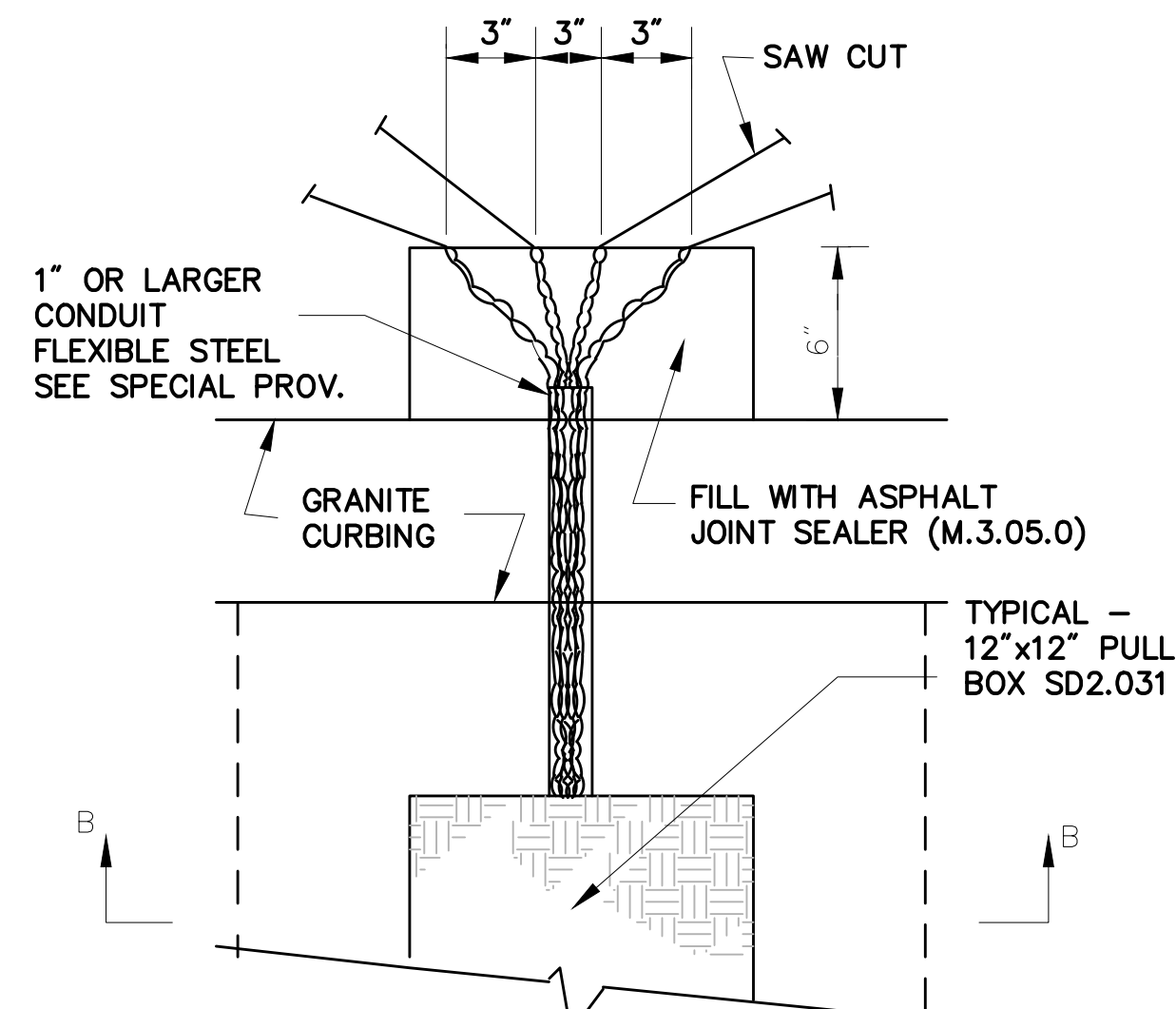
SECTION A-A

NOT TO SCALE



SECTION B-B

NOT TO SCALE



DETAIL - PLAN VIEW

NOT TO SCALE

SPRINGFIELD			
NORTH END/BRIGHTWOOD - NORTH SEGMENT			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	83	145
PROJECT FILE NO. 605222			

LOOP DETECTOR DETAILS

DETECTOR NOTES

- IN HANDHOLE, SPLICE ALL SEGMENTS TO TYPE II-SHIELDED LOOP DETECTOR DETECTOR LEAD-IN CABLE. SEGMENTS SHALL BE SPLICED IN PARALLEL, IN SERIES, OR IN A COMBINATION OF PARALLEL & SERIES AS SHOWN ON THE PLAN SHEET FOR EACH DETECTOR. NUMBER OF TURNS OF WIRE SHALL ALSO BE AS SHOWN ON THE PLAN SHEET FOR EACH DETECTOR. SEE NOTE 12.
- SEE SPECIAL PROVISIONS FOR REQUIREMENTS OF DETECTOR AMPLIFIER
- LEAD IN WIRES SHALL BE TWISTED FROM SEGMENT TO SPLICE WITH SHIELDED CABLE FIVE TURNS PER FOOT. LEAD-IN SHALL BE TYPE II (M8. 16. II).
- BEFORE STARTING ANY SPLICING, THE ELECTRICAL CONTRACTOR SHALL FURNISH DATA SHEETS ON THE MATERIALS AND/OR METHODS TO BE USED IN ACCORDANCE WITH THE DEPARTMENTS STANDARD OPERATING PROCEDURES FOR APPROVAL OF SHOP DRAWINGS SEE SECTION 815.64, ESPECIALLY PARAGRAPH 1.
- THE METALLIC SHIELD WHICH SHALL ENCASE THE DETECTOR LEADS FROM A SPLICE (TYPICALLY LOCATED IN A PULL BOX NEAR THE ROADWAY COMPONENT OF THE DETECTOR) THE METALLIC SHIELD WHICH SHALL INCASE THE DETECTOR LEADS FROM A SPLICE (TYPICALLY LOCATED IN A PULL BOX NEAR THE ROADWAY COMPONENT OF THE DETECTOR) OT THE CONTROLLER, AND THE DRAIN WIRE UNDER THE METALLIC SHIELD, SHALL NOT BE GROUNDED TO THE EARTH GROUNDING BUSS IN THE CONTROLLER, AND THE SHIELD AND DRAIN WIRE SHALL BE CAREFULLY INSULATED FROM THE TRANSFORMER NEUTRAL OR FROM EARTH GROUND AT ALL POINTS ALONG ITS LENGTH. SPECIFICALLY, THIS INCLUDES CAREFUL INSULATION OF THE EXPOSED PORTION OF THE SHIELD AND THE AND THE DRAIN WIRE AT THE END AWAY FROM THE CONTROLLER WHERE IT IS SPLICED TO WIRES LEADING TO THE ROADWAY COMPONENT OF THE DETECTOR. THIS IS IMPORTANT TO AVOID A GROUND RETURN LOOP.
- FILL ALL CONDUIT OPENINGS WITH DUCT SEAL.
- AFTER SAW CUTS ARE COMPLETE, BLOW OUT WATER WITH OIL - FREE COMPRESSED AIR UNTIL CUTS ARE CLEAN AND DRY. INSERT WIRE INTO CLEAN SLOT WITH A BLUNT, SMOOTH, ROUND EDGED TOOL OF WOOD OR PLASTIC SUCH AS A PAINT STIRRER. DO NOT USE A SCREWDRIVER, THEN INSERT FOAM PLASTIC HOLD DOWN STRIPS, SIMILAR TO ETHA FOAM SB.STRIPS SHALL BE ABOUT 2" LONG, PLACED IN THE SLOT ABOUT EVERY 2 FEET THEN POUR SEALER, TAKING CARE TO ELIMINATE BUBBLES.
- THE COMBINED ROADWAY LOOP, TWISTED LEAD-IN WIRES, SPLICE AND SHIELDED LEAD-IN CABLE SHALL HAVE A RESISTANCE TO GROUND OF AT LEAST 100 MEGOHMS. SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS.
- FOR INSTALLATION OF SINGLE (ONE SEGMENT) SMALL WIRE LOOP DETECTOR.DETAIL IS THE SAME
- CUT LOOPS IN BINDER AND FILL WITH APPROVED FLEXIBLE SEALER.
- DETECTOR WIRE SHALL BE A DIFFERENT COLOR FOR EACH SEGMENT OF A DETECTOR GROUP. SEE DETAIL
- SPLICING PATTERN P = SERIES/PARALLEL: SPLICE SEGMENTS 1 AND 3 OF AN INDIVIDUAL DETECTOR IN SERIES. SPLICE SEGMENTS 2 AND 4 IN SERIES. SPLICE THE RESULTANT TWO GROUPS IN PARALLEL. SPLICE THE RESULTANT COMBINATION TO ONE LEAD-IN CABLE. CONNECT THIS CABLE TO AN OTHERWISE UNUSED AMPLIFIER CHANNEL.

SPLICING PATTERN S = SERIES: SPLICE ALL SEGMENTS (TYPICALLY FOUR, BUT MAY BE LESS) OF AN INDIVIDUAL DETECTOR IN SERIES. SPLICE THE RESULTANT COMBINATION TO ONE LEAD-IN CABLE TO AN OTHERWISE UNUSED AMPLIFIER CHANNEL.

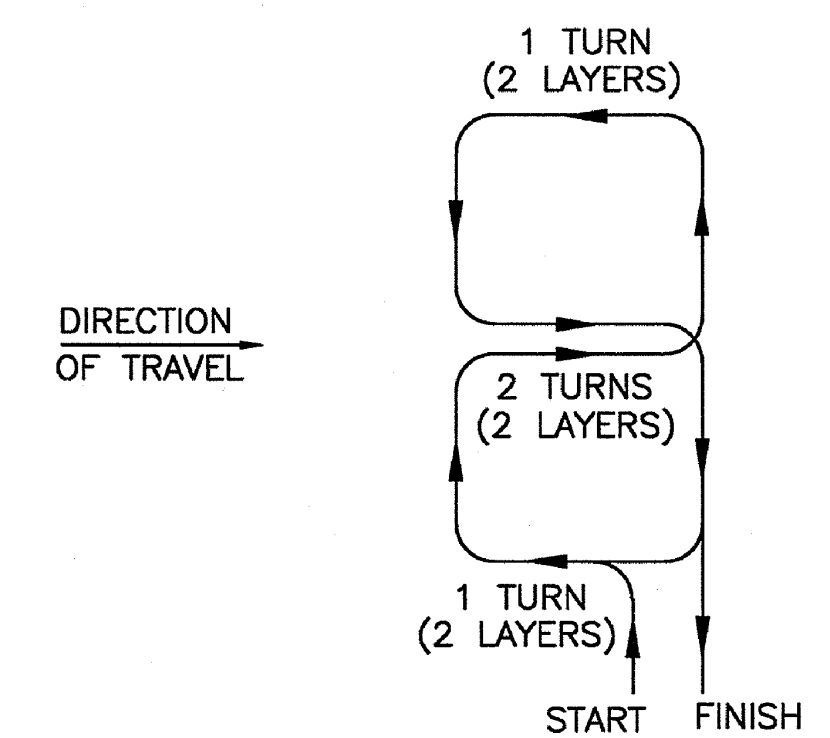
THIS PLAN NOT DESIGNED BY
VANASSE HANGEN BRUSTLIN, INC.
IT WAS PROVIDED BY THE MASSACHUSETTS DEPT.
OF TRANSPORTATION AND ALL INFORMATION
CONTAINED HEREIN IS ASSUMED TO BE CORRECT.

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

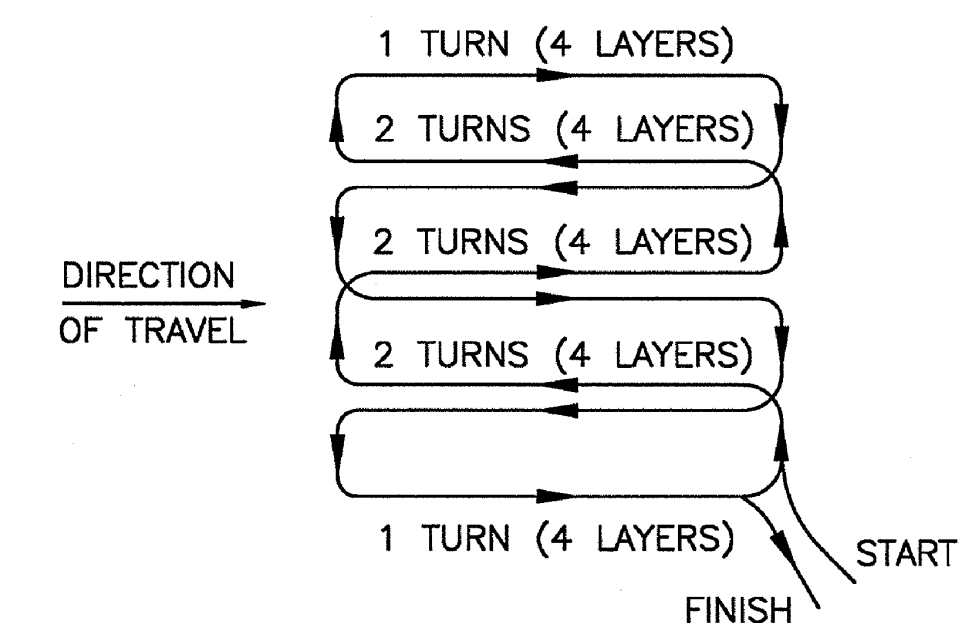
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	84	145
PROJECT FILE NO. 605222			

BICYCLE LOOP DETECTOR DETAILS

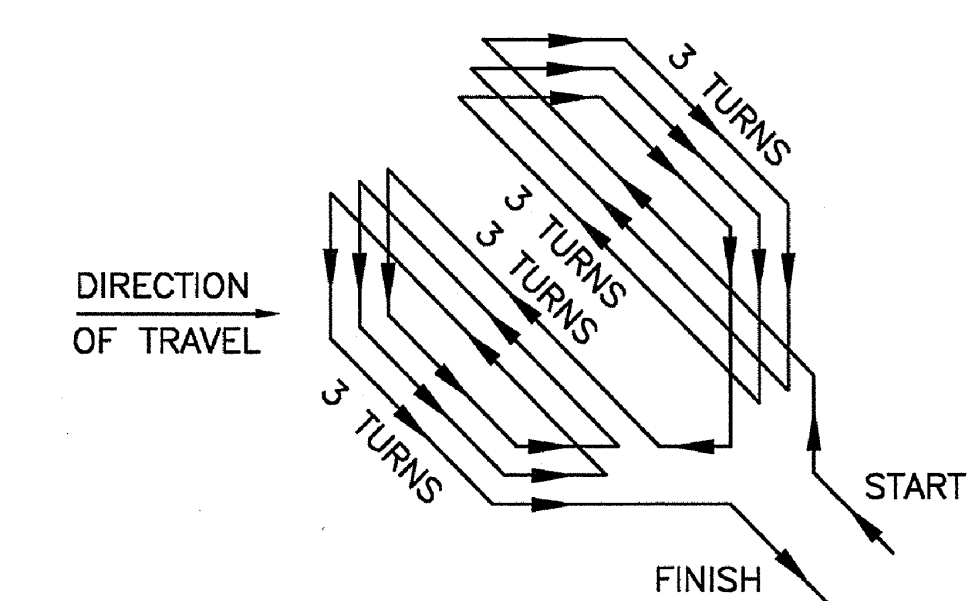
WINDING DETAILS



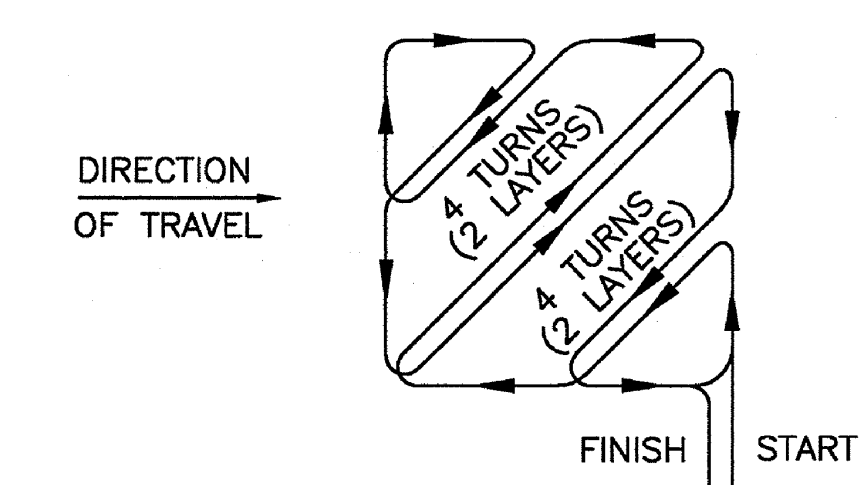
TYPE Q DETECTOR



TYPE D-Q DETECTOR

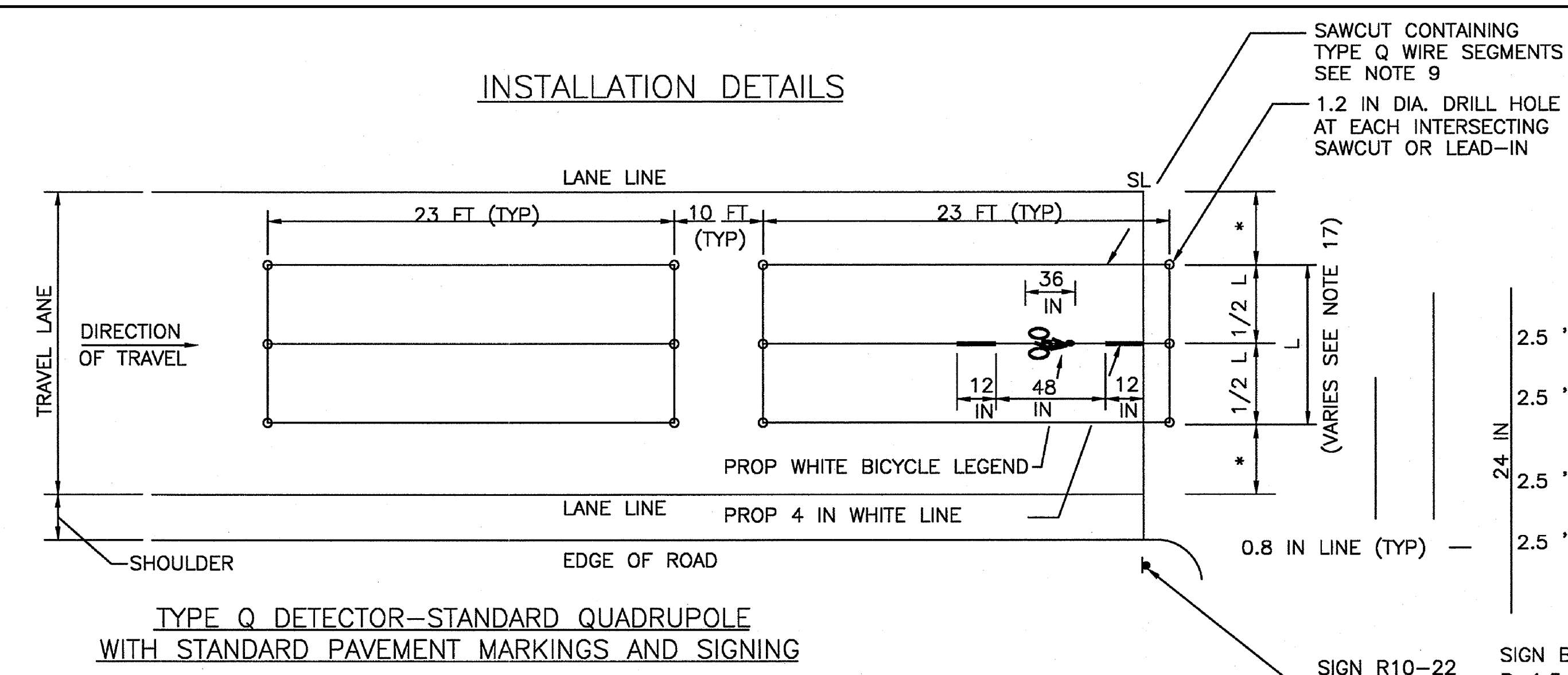


TYPE D-1 DETECTOR

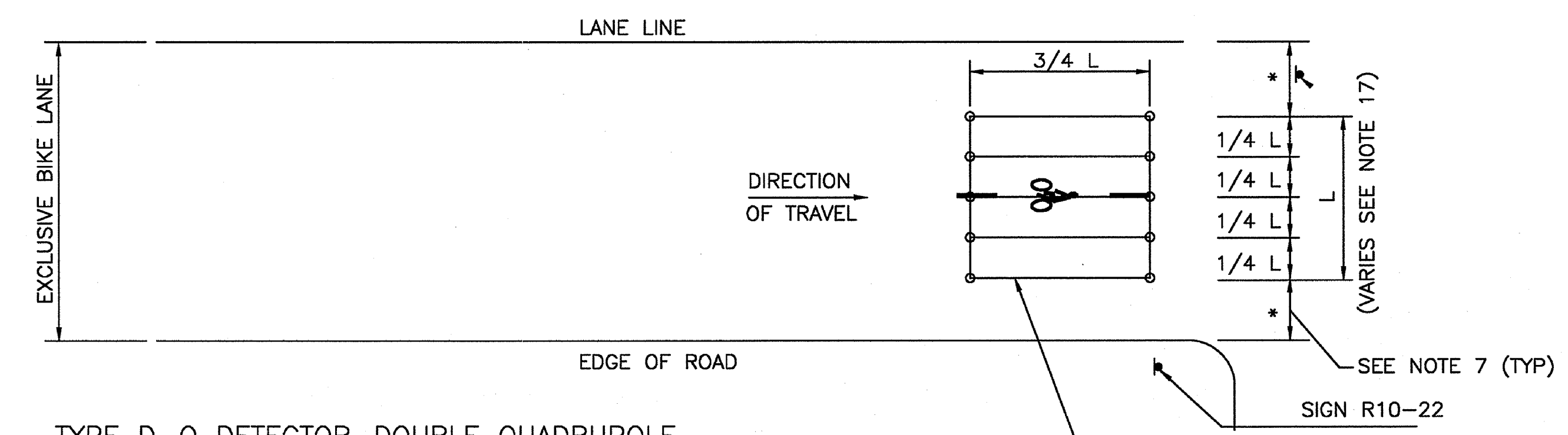


TYPE D-2 DETECTOR

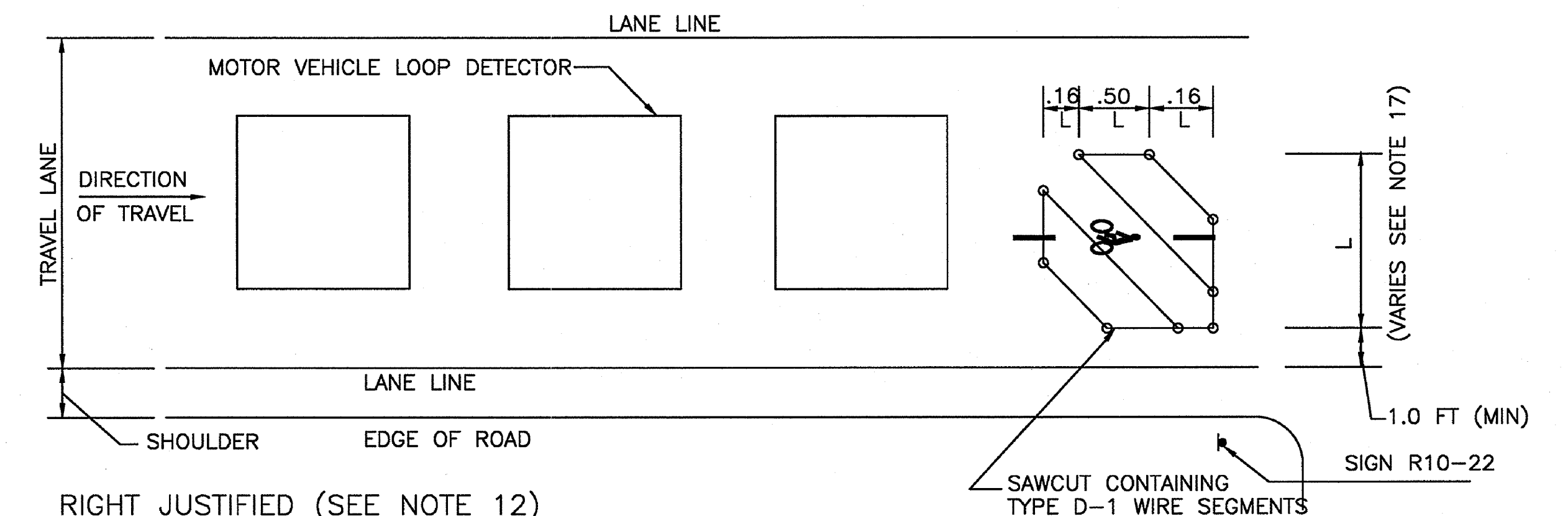
INSTALLATION DETAILS



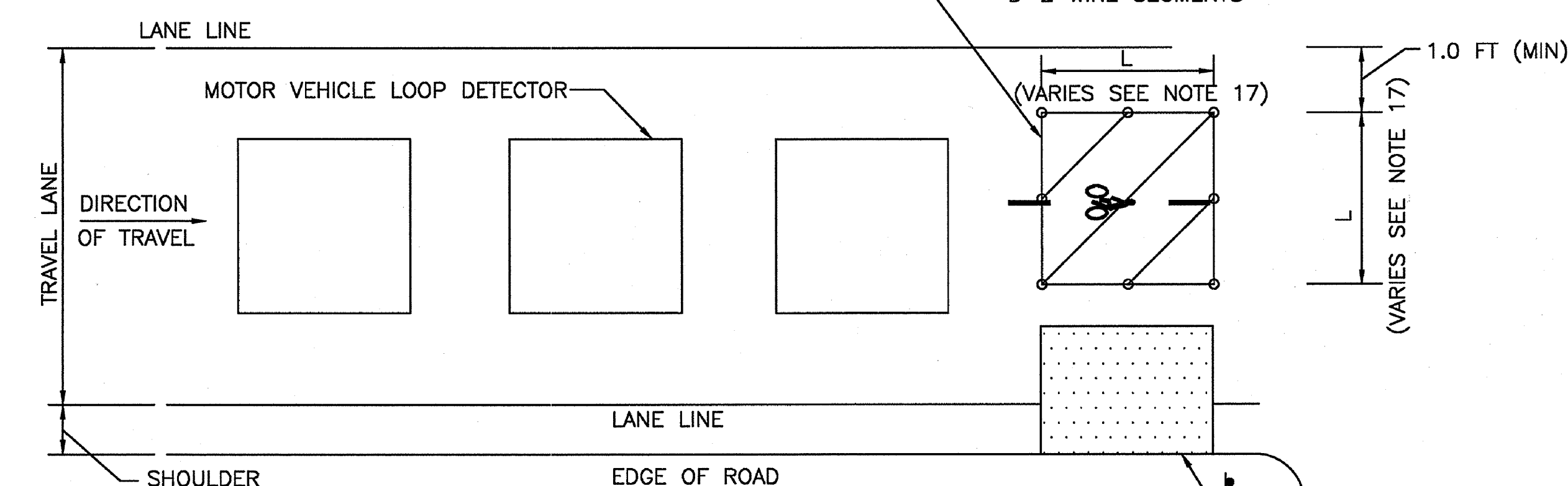
TYPE Q DETECTOR-STANDARD QUADRUPOLE
WITH STANDARD PAVEMENT MARKINGS AND SIGNING



TYPE D-Q DETECTOR-DOUBLE QUADRUPOLE

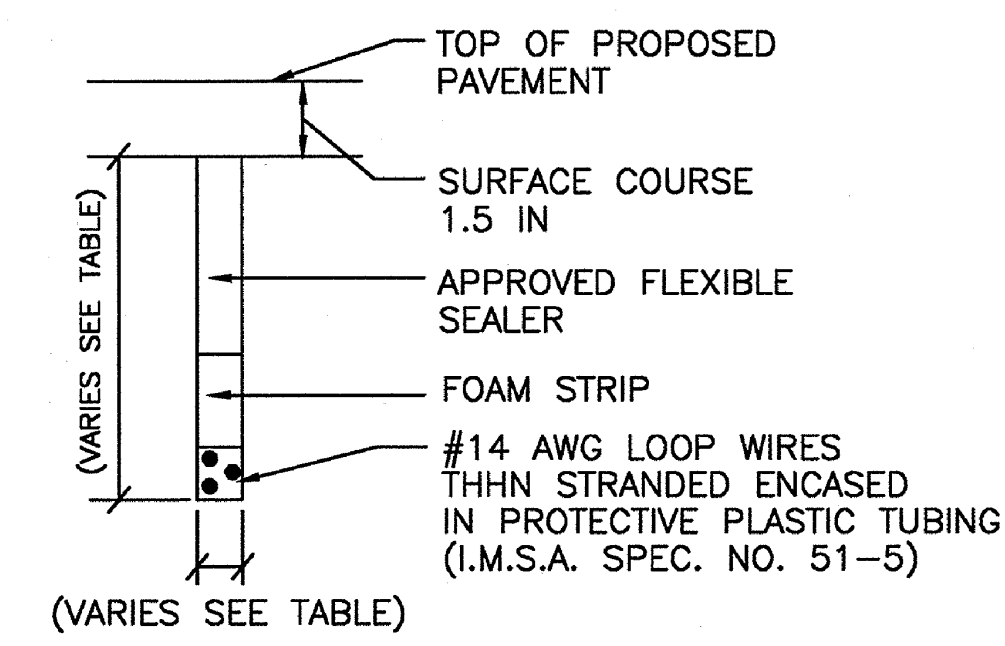
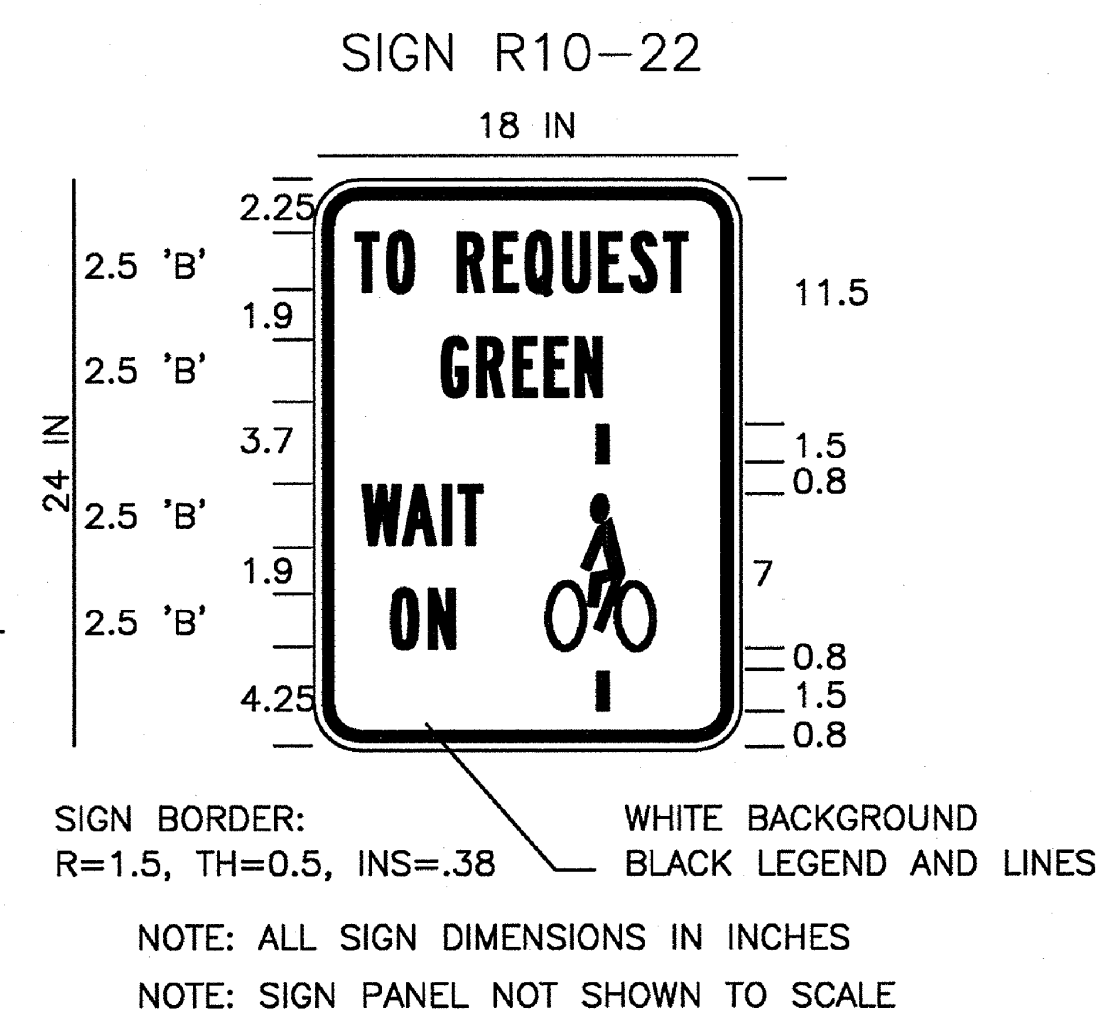


RIGHT JUSTIFIED (SEE NOTE 12)
TYPE D-1 AND D-2 DETECTORS
(TYPE D1 SHOWN)



LEFT JUSTIFIED (SEE NOTE 13)
TYPE D-1 AND D-2 DETECTORS
(TYPE D2 SHOWN)

PROPOSED AREA OF DETECTION
A LARGER AREA OF DETECTION MAY BE REQUIRED
BASED ON FIELD CONDITIONS AND SHALL BE
DETERMINED BY THE DESIGNER.



SECTION THRU LOOP DETECTOR

SAWCUT SLOT DEPTH GUIDE		
TURNS OF WIRE	SLOT SIZE	
	DEPTH (IN)	WIDTH (IN)
1	1.5	0.5
2	1.5	0.5
3	1.5	0.5
4	2.0	0.5
5	2.0	0.5
6	2.0	0.5
7	2.0	0.5
8	2.0	0.5

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HIGHWAY DEPARTMENT AND ALL INFORMATION
CONTAINED HEREIN IS ASSUMED TO BE CORRECT.

NOTE: REVISED FEBRUARY 22, 2006



MASSACHUSETTS HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING
REVISED FEBRUARY 22, 2006

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	85	145

PROJECT FILE NO. 605222

MAST ARM DETAILS

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Light, Medium & Short Span Load Diagrams
3	Heavy Load Diagrams
4	Details
5	Cored Pier Foundations

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION 1988 STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, THE ENGLISH EDITION OF SUPPLEMENTAL SPECIFICATIONS DATED JUNE 6, 2006, THE AMENDMENTS TO THE STANDARD AND SUPPLEMENTAL SPECIFICATIONS, THE 1977 CONSTRUCTION STANDARDS, THE ENGLISH EDITION OF SUPPLEMENTAL DRAWINGS DATED APRIL 2003, THE 2001 "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS" WITH LATEST REVISIONS, THE 2003 "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" WITH LATEST REVISIONS, THE 1990 "STANDARD DRAWINGS FOR SIGNS AND SUPPORTS," AND THE 2004 EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

MAST ARM & FOUNDATION Details Standard Drawings

NOTES

1. For these standard drawings the Design Wind Speed for all Mast Arm Structures shall be **130 MPH**.
2. For these standard drawings the Design Wind Speed for mast arm foundations located in the following counties: Plymouth, Bristol, Barnstable, Dukes, and Nantucket counties in District 5 and Berkshire county in District 1 shall be **130 MPH**. The design wind speed for mast arm foundations for the remainder of the state shall be **110 MPH**.
3. For these standard drawings the mast arm structure design life shall be 25 years.
4. For these standard drawings the Fatigue Category no. 2 was used and truck induced gusts were excluded in the design.
5. These standard drawings do not apply for mast arm structures at intersections with an ADT greater than 40,000 vehicles and a truck percentage of greater than 10%. The responsibility for the design of mast structures and foundations will rest with the design engineer. The structure design life will be 50 years and the fatigue category shall be no. 1. The design wind speed criteria shall be as shown in Notes Nos. 1 & 2. The design will be submitted to MassDOT for review and comment.
6. For strain pole, dual mast arm designs, or mast arms longer than 45 feet, notes 1, 2, 3 and 4 will apply, if ADT (>40,000 vehicles) and truck percentage (10%) criterion is met, note 5 design criteria (50 year design life, fatigue category no. 1, wind design speed notes 1 and 2) will apply. The responsibility for the design of these structures and foundations will rest with the design engineer. The design will be submitted to MassDOT for review and comment.

THIS PLAN NOT DESIGNED BY
VANASSE HANGEN BRUSTLIN, INC.
IT WAS PROVIDED BY THE MASSDOT
AND ALL INFORMATION CONTAINED
HEREIN IS ASSUMED TO BE CORRECT.

NO.

REVISION

DATE

Moving Massachusetts Forward.
massDOT
Highway

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

RECOMMENDED FOR APPROVAL

Neil E. Bourdieu

2/11/11

TRAFFIC ENGINEER

DATE

Stephen W. Bourdieu, P.E.

2/17/11

BRIDGE ENGINEER

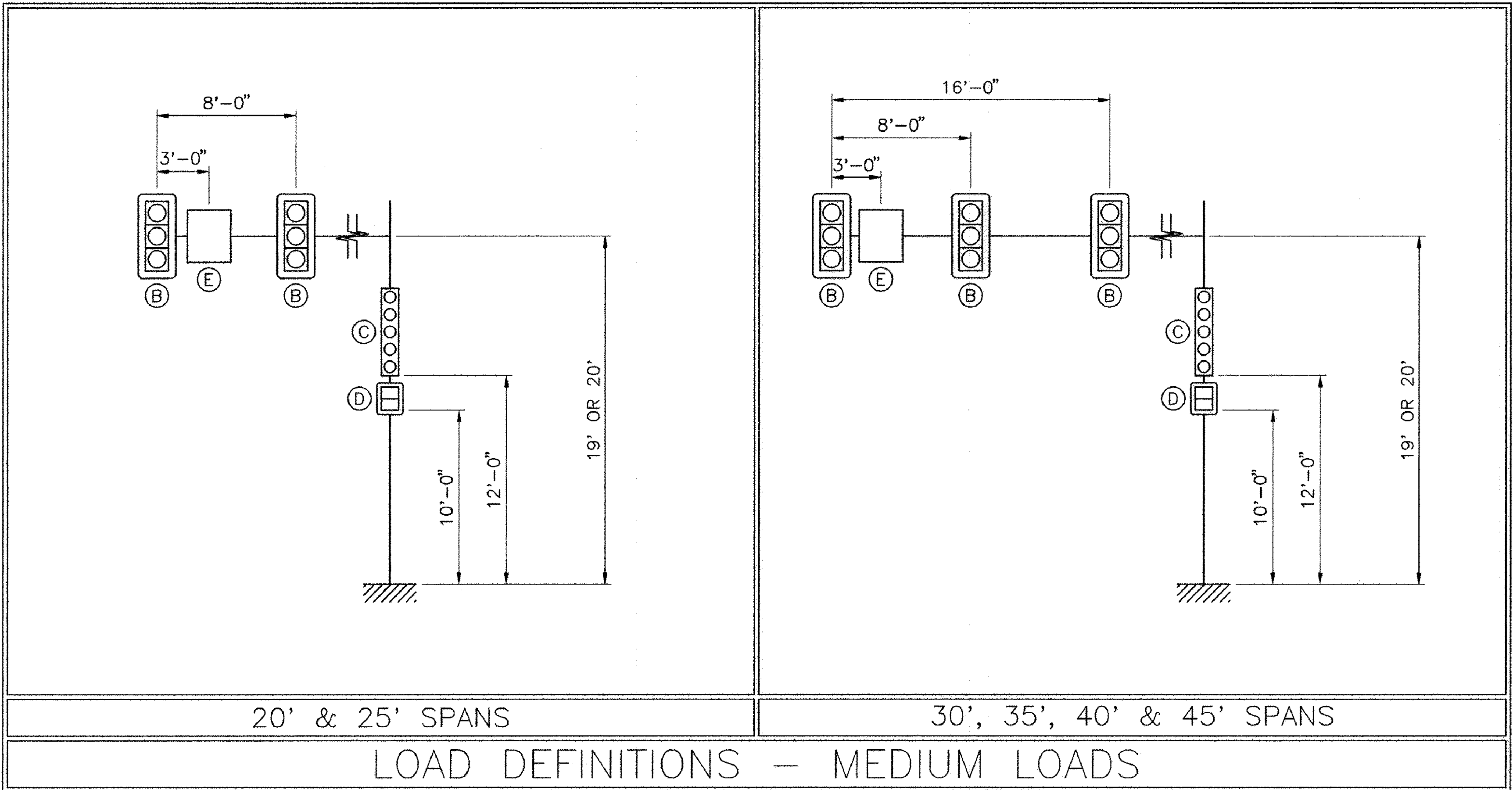
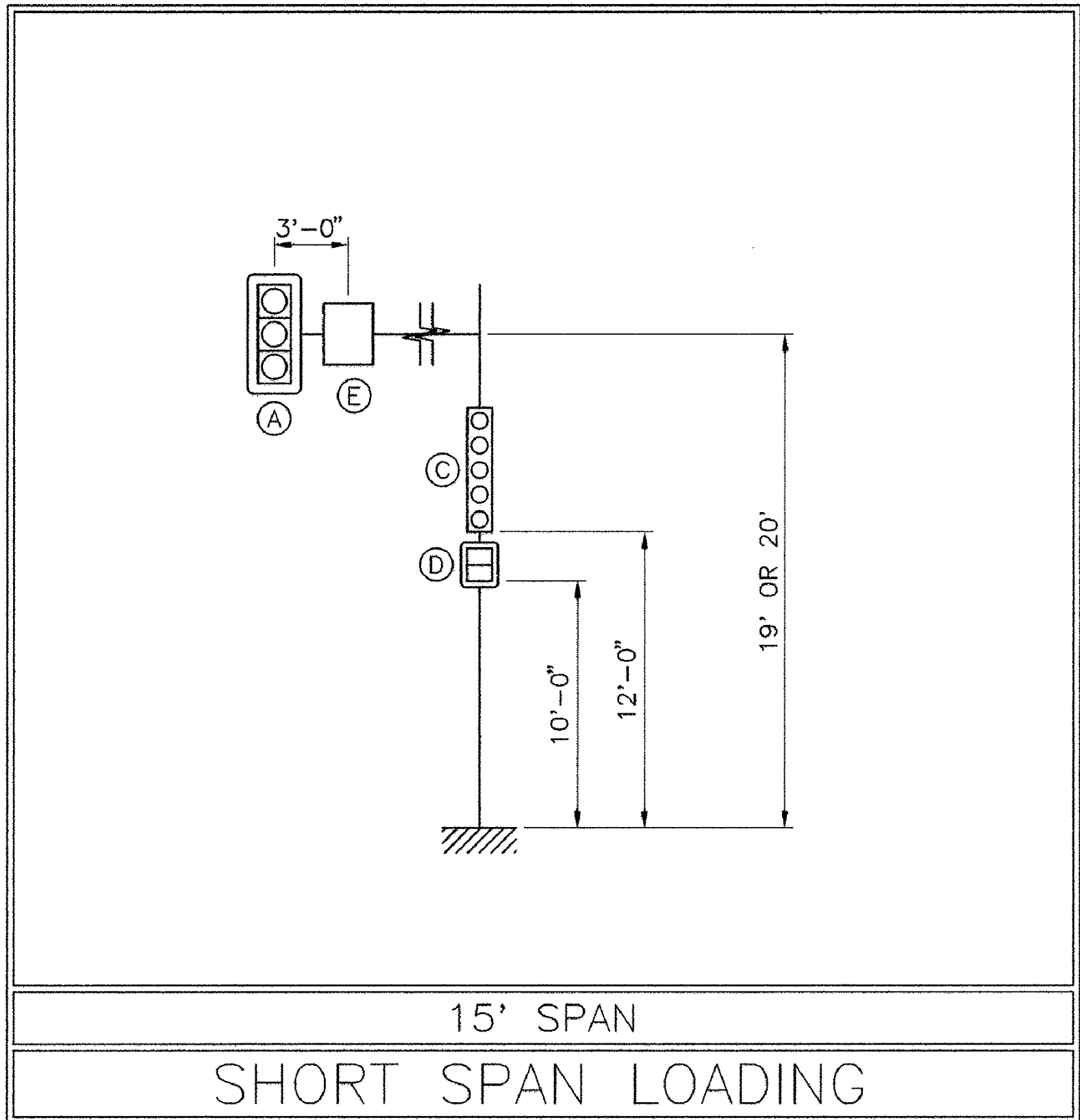
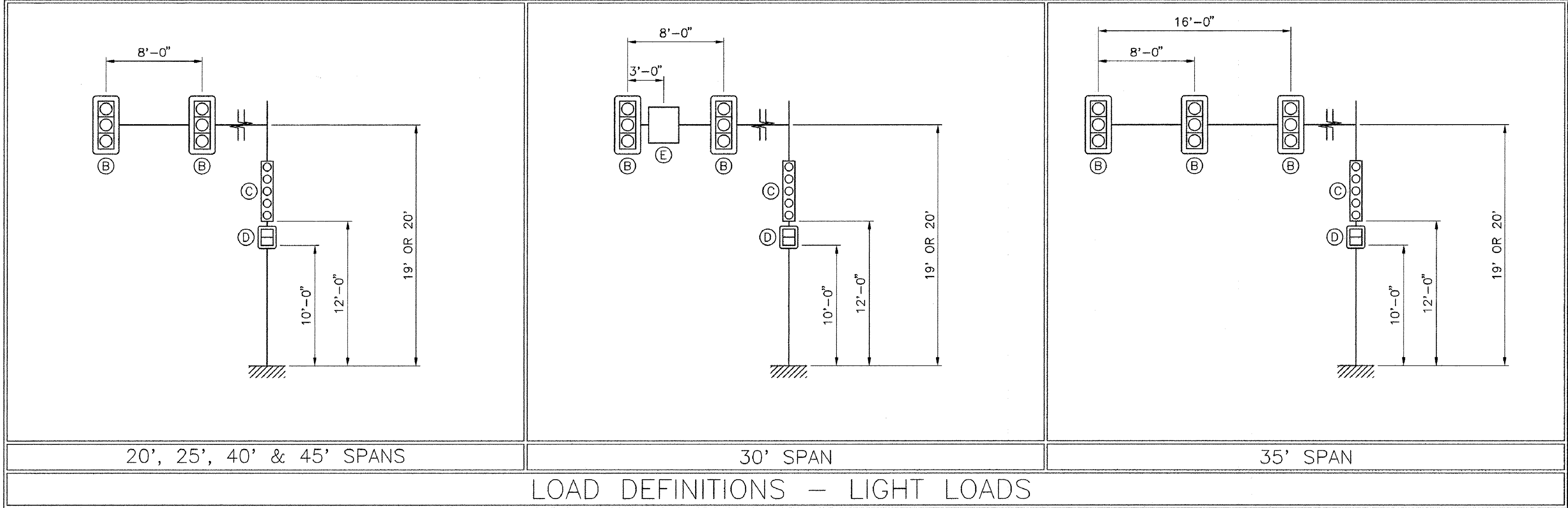
DATE

Frank A. Tremonty

2/24/2011

CHIEF ENGINEER

DATE



DEVICE	DESCRIPTION	PROJ. AREA (FT~2)	WEIGHT (LBS)
(A)	3 SECTION, 3 WAY SIGNAL	13.50	202
(B)	3 SECTION, 1 WAY SIGNAL	8.67	74
(C)	5 SECTION, 1 WAY SIGNAL	13.33	110
(D)	DUAL PEDESTRIAN SIGNAL	8.00	80
(E)	30" X 36" REGULATORY SIGN	7.50	23

NOTE: ALL SIGNALS HAVE 5.0" BACKPLATES

THIS PLAN NOT DESIGNED BY
VANASSE HANGEN BRUSTLIN, INC.
IT WAS PROVIDED BY THE MASSDOT
AND ALL INFORMATION CONTAINED
HEREIN IS ASSUMED TO BE CORRECT.

MONTH_DD_YYYYISSUED FOR CONSTRUCTION

massDOT
Moving Massachusetts Forward
Highway

STANDARD DRAWINGS

TYPE II MAST ARMS
LIGHT, MEDIUM & SHORT SPAN
LOAD DIAGRAMS

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
10 PARK PLAZA BOSTON, MASS

CHIEF ENGINEER
2/24/2011

BRIDGE ENGINEER

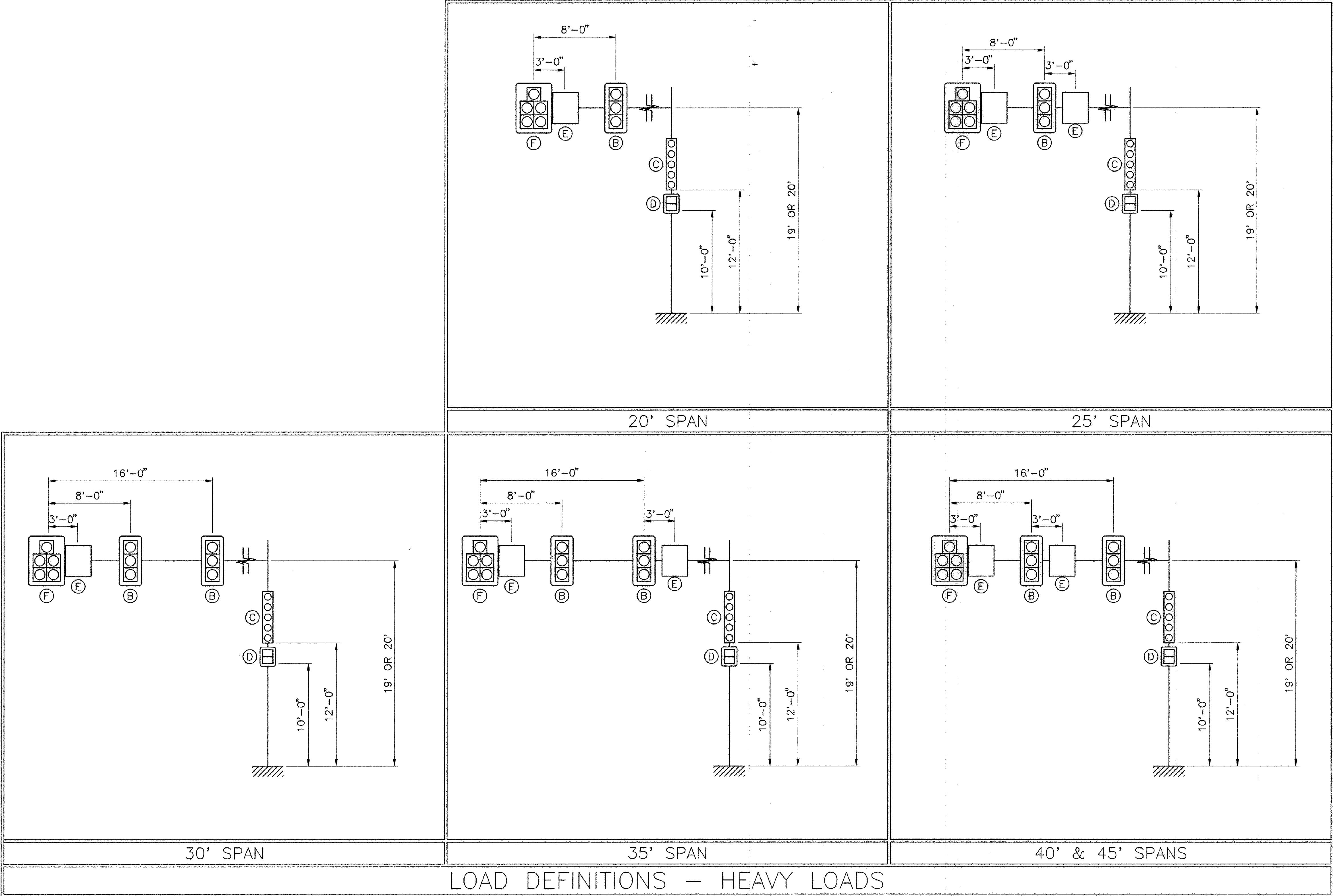
TRAFFIC ENGINEER

SHEET 2 OF 5 SHEETS

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	87	145
PROJECT FILE NO. 605222			

MAST ARM DETAILS



LOAD DEFINITIONS - HEAVY LOADS

DEVICE	DESCRIPTION	PROJ. AREA (FT~2)	WEIGHT (LBS)
(A)	3 SECTION, 3 WAY SIGNAL	18.29	202
(B)	3 SECTION, 1 WAY SIGNAL	8.67	74
(C)	5 SECTION, 1 WAY SIGNAL	13.33	110
(D)	DUAL PEDESTRIAN SIGNAL	8.00	80
(E)	30" X 36" REGULATORY SIGN	7.50	23
(F)	5 SECTION, 2 WAY SIGNAL	21.95	215
NOTE: ALL SIGNALS HAVE 5.0" BACKPLATES			

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VANASSE HANGEN BRUSTLIN, INC.
IT WAS PROVIDED BY THE MASSDOT
AND ALL INFORMATION CONTAINED
HEREIN IS ASSUMED TO BE CORRECT.

MONTH_DD,YYYYISSUED FOR CONSTRUCTION

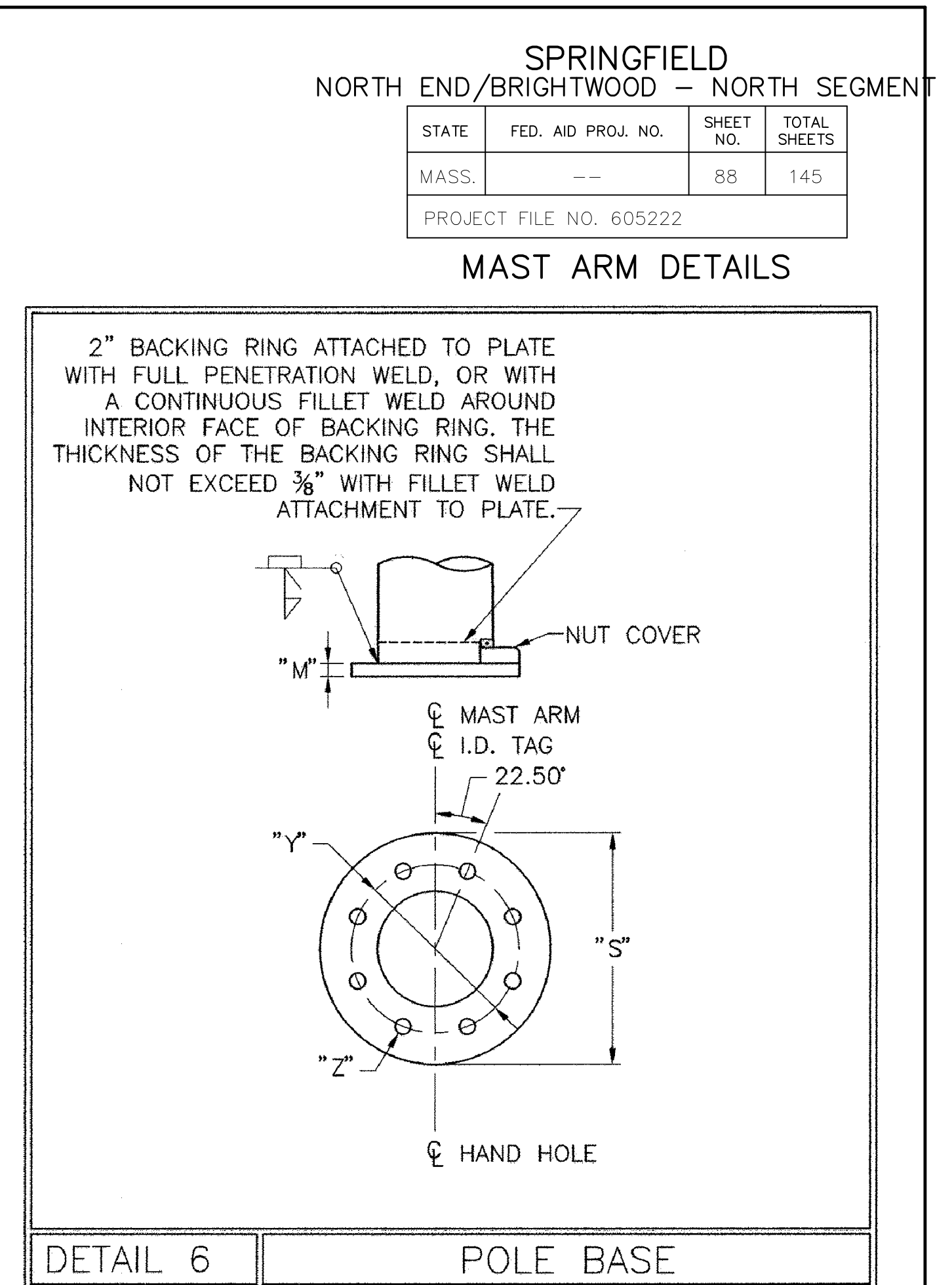
STANDARD DRAWINGS
TYPE II MAST ARMS
HEAVY LOAD DIAGRAMS

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
10 PARK PLAZA BOSTON, MASS

2/24/2011
CHIEF ENGINEER

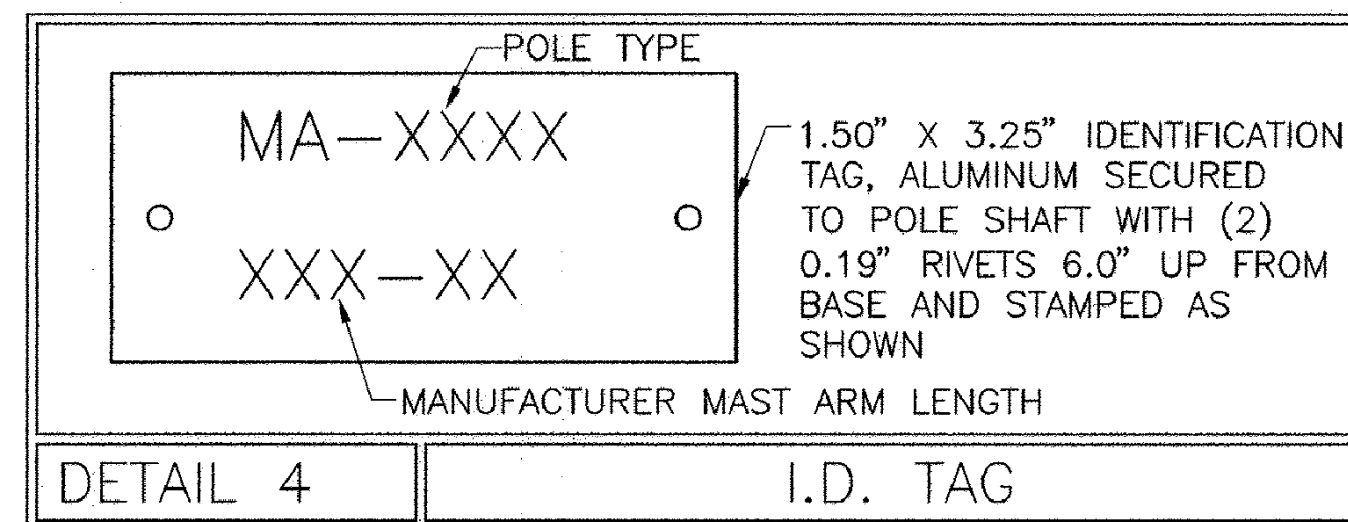
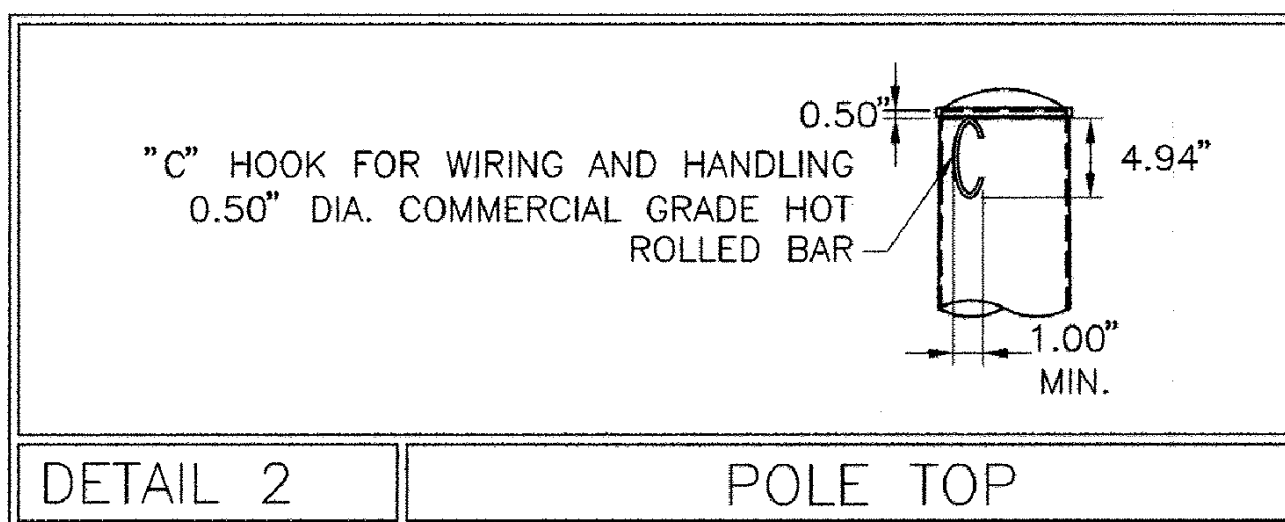
BRIDGE ENGINEERTRAFFIC ENGINEER

SHEET 3 OF 5 SHEETS



MATERIAL DATA					
COMPONENT	DESIGNATION	YIELD (KSI)	COMPONENT	DESIGNATION	YIELD (KSI)
POLE TUBE	ASTM A595 GR. A	55	ARM TUBE	ASTM A595 GR. A	55
POLE BASE PLATE	AASHTO M270	55	ARM CONNECTION PLATE	AASHTO M270	50
ANCHOR BOLTS	AASHTO M314	50	ARM CONNECTING BOLTS	AASHTO M164 **	
GALVANIZING	AASHTO M111 OR M232				

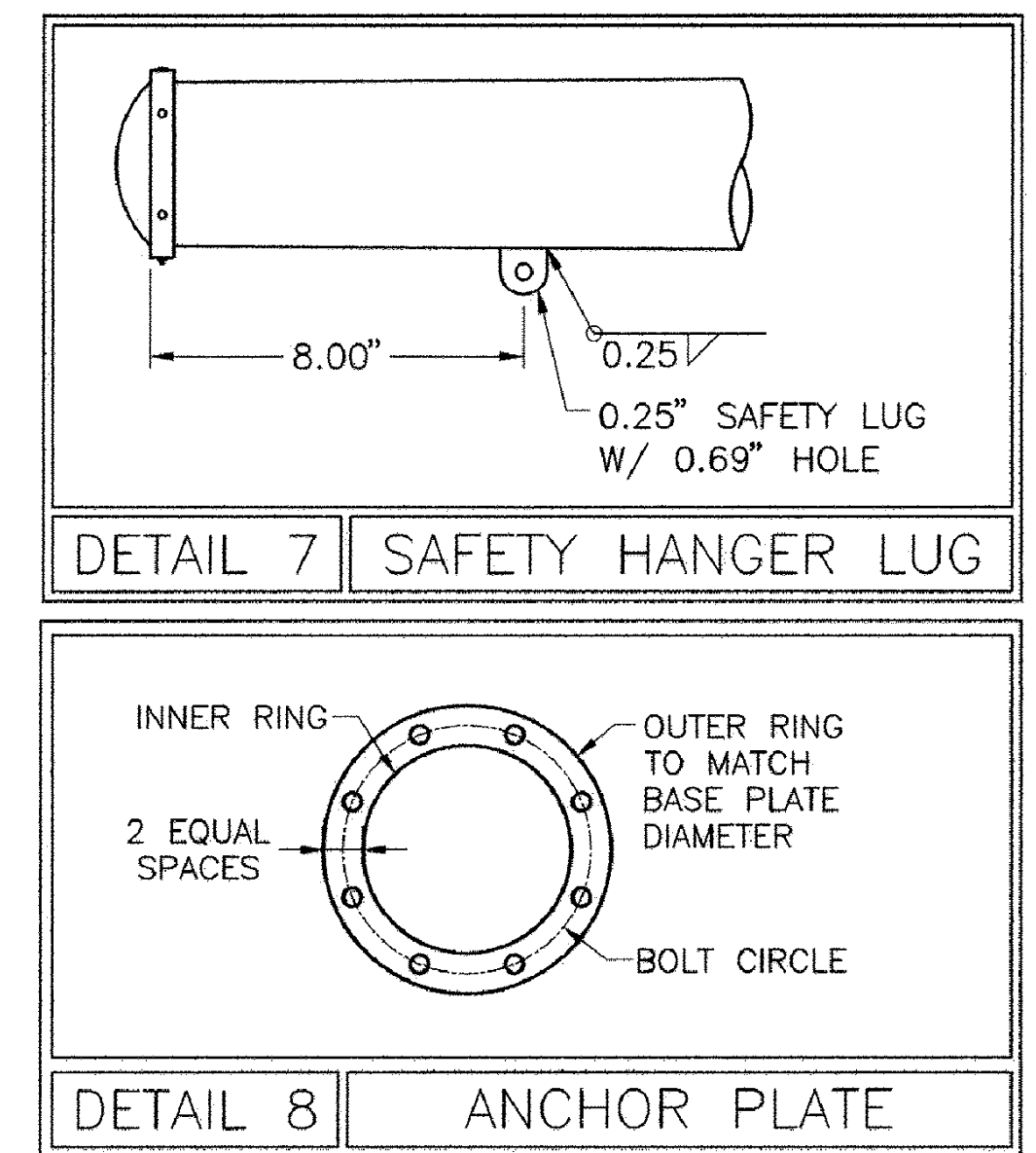
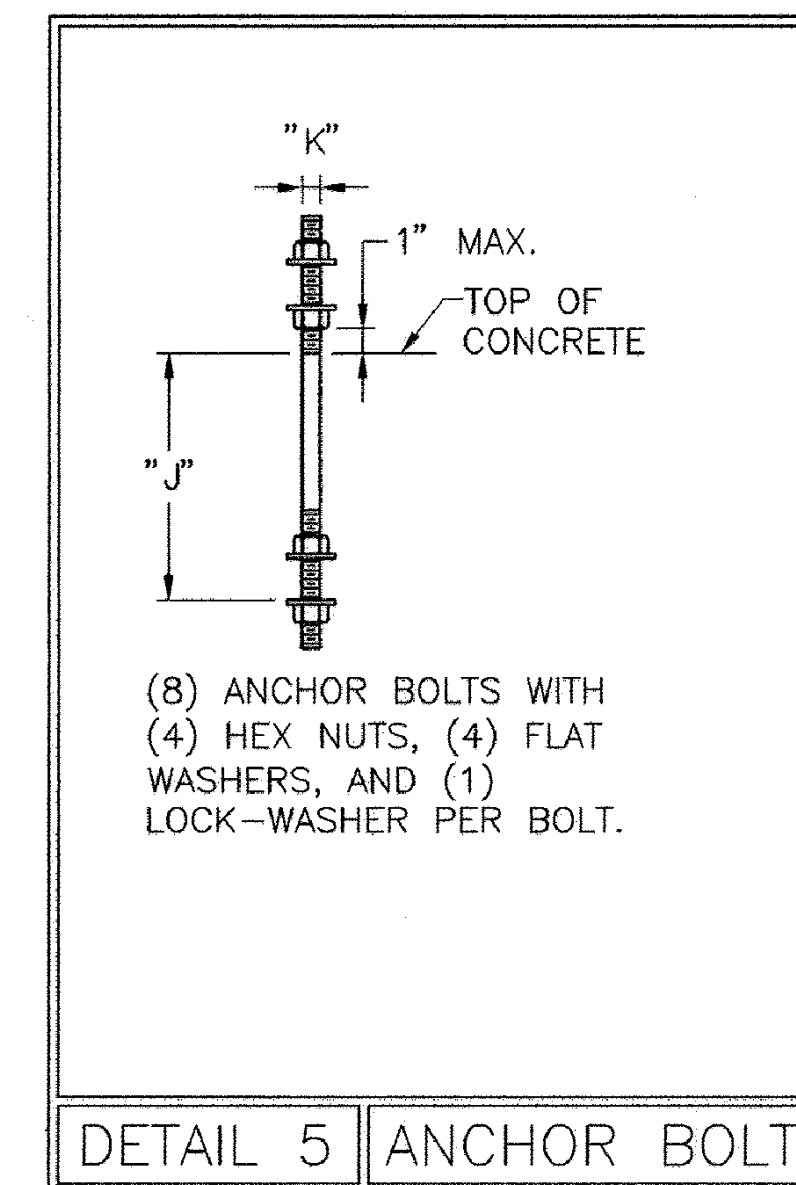
** BOLTS WHICH ACCUMULATE RUST OR DIRT SHALL BE DISCARDED.



POLE AND SIGNAL ARM DATA — LIGHT LOADS																				
LOCATIONS	SIGNAL ARM TUBE				POLE TUBE				POLE BASE				ANCHOR BOLT		SIGNAL ARM ATTACHMENT DATA					
	SPAN (FT)	FIXED END DIA. (IN)	FREE END DIA. (IN)	WALL THK.	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	WALL THK.	PLATE CIRCLE "S" (IN)	BOLT CIRCLE "Y" (IN)	THK. "M" (IN)	HOLE "Z" (IN)	DIA. "K" (IN)	EMBED. LENGTH "J" (IN)	"A" (IN)	"B" (IN)	"C" (IN)	"D" (IN)	"E" (IN)	"F" (IN)
	15.00	9.00	6.90	7 GA.	12.00	9.06	21.00	7 GA.	29.50	24.00	1.50	1.813	1.50	36.00	19.00	15.00	7.50	1.00	1.00	0.188
	20.00	9.00	6.20	7 GA.	12.00	9.06	21.00	7 GA.	29.50	24.00	1.50	1.813	1.50	36.00	19.00	15.00	7.50	1.00	1.00	0.188
	25.00	10.00	6.50	7 GA.	13.00	10.06	21.00	7 GA.	29.50	24.00	1.50	1.813	1.50	36.00	20.00	16.00	8.00	1.00	1.00	0.188
	30.00	12.50	8.30	3 GA.	15.50	12.56	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	23.50	19.00	9.50	1.25	1.25	0.250
	35.00	13.00	8.10	3 GA.	16.00	13.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	24.50	20.00	10.00	1.25	1.25	0.250
	40.00	13.00	7.40	3 GA.	16.00	13.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	24.50	20.00	10.00	1.25	1.25	0.250
	45.00	13.50	7.20	3 GA.	16.50	13.56	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	27.50	22.00	11.00	1.50	1.50	0.313

POLE AND SIGNAL ARM DATA – MEDIUM LOADS																				
LOCATIONS	SIGNAL ARM TUBE				POLE TUBE				POLE BASE				ANCHOR BOLT		SIGNAL ARM ATTACHMENT DATA					
	SPAN (FT)	FIXED END DIA. (IN)	FREE END DIA. (IN)	WALL THK.	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	WALL THK.	PLATE CIRCLE "S" (IN)	BOLT CIRCLE "Y" (IN)	THK. "M" (IN)	HOLE "Z" (IN)	DIA. "K" (IN)	EMBED. LENGTH "J" (IN)	"A" (IN)	"B" (IN)	"C" (IN)	"D" (IN)	"E" (IN)	"F" (IN)
	15.00	9.00	6.90	7 GA.	12.00	9.06	21.00	7 GA.	29.50	24.00	1.50	1.813	1.50	36.00	19.00	15.00	7.50	1.00	1.00	0.188
	20.00	10.00	7.20	3 GA.	13.00	10.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	20.00	16.00	8.00	1.00	1.00	0.250
	25.00	11.00	7.50	3 GA.	14.00	11.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	23.50	19.00	9.50	1.25	1.25	0.250
	30.00	13.00	8.80	3 GA.	16.00	13.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	23.50	19.00	9.50	1.25	1.25	0.250
	35.00	14.00	9.10	3 GA.	17.00	14.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	27.50	22.00	11.00	1.50	1.50	0.250
	40.00	15.00	9.40	3 GA.	18.00	15.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	27.50	22.00	11.00	1.50	1.50	0.250
	45.00	16.00	9.70	0 GA.	19.00	16.06	21.00	0 GA.	29.50	24.00	1.50	1.813	1.50	36.00	29.50	24.00	12.00	1.75	1.50	0.313

POLE AND SIGNAL ARM DATA – HEAVY LOADS																				
LOCATIONS	SIGNAL ARM TUBE				POLE TUBE				POLE BASE				ANCHOR BOLT		SIGNAL ARM ATTACHMENT DATA					
	SPAN (FT)	FIXED END DIA. (IN)	FREE END DIA. (IN)	WALL THK.	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	WALL THK.	PLATE CIRCLE "S" (IN)	BOLT CIRCLE "Y" (IN)	THK. "M" (IN)	HOLE "Z" (IN)	DIA. "K" (IN)	EMBED. LENGTH "J" (IN)	"A" (IN)	"B" (IN)	"C" (IN)	"D" (IN)	"E" (IN)	"F" (IN)
	15.00	9.00	6.90	7 GA.	12.00	9.06	21.00	7 GA.	29.50	24.00	1.50	1.813	1.50	36.00	19.00	15.00	7.50	1.00	1.00	0.188
	20.00	12.50	9.70	3 GA.	15.50	12.56	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	24.00	19.00	9.50	1.25	1.25	0.250
	25.00	14.00	10.50	3 GA.	17.00	14.06	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	27.50	22.00	11.00	1.50	1.50	0.250
	30.00	15.50	11.30	3 GA.	18.50	15.56	21.00	3 GA.	29.50	24.00	1.50	1.813	1.50	36.00	27.50	22.00	11.00	1.50	1.50	0.250
	35.00	16.50	11.60	0 GA.	19.50	16.56	21.00	0 GA.	34.50	28.00	1.75	2.063	1.75	36.00	29.50	24.00	12.00	1.75	1.50	0.313
	40.00	17.50	11.90	0 GA.	20.50	17.56	21.00	0 GA.	34.50	28.00	1.75	2.063	1.75	36.00	29.50	24.00	12.00	1.75	1.50	0.313
	45.00	18.50	12.20	0 GA.	21.50	18.56	21.00	0 GA.	34.50	28.00	1.75	2.063	1.75	36.00	31.50	26.00	13.00	2.00	1.50	0.313



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VANASSE HANGEN BRUSTLIN, INC.
IT WAS PROVIDED BY THE MASSDOT
AND ALL INFORMATION CONTAINED
HEREIN IS ASSUMED TO BE CORRECT.

MONTH_DD,YYYY ISSUED FOR CONSTRUCTION

Moving Massachusetts Forward.
massDOT
Highway

STANDARD DRAWINGS

TYPE II MAST ARMS
DETAILS

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
10 PARK PLAZA BOSTON, MASS

Frank A. Transue 2/24/2011
CHIEF ENGINEER

Michael J. Boudreau
BRIDGE ENGINEER

Neil E. Boudreau
TRAFFIC ENGINEER

SHEET 4 OF 5 SHEETS

PIER FOUNDATIONS FOR 110 MPH WIND SPEED ZONE

LIGHT LOADING CONDITIONS

SOIL TYPE	15' & 20' MAST ARMS			25' & 30' MAST ARMS			35' & 40' MAST ARMS			45' MAST ARMS		
	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS
DRY SAND	3'-6"	6'-0"	18-#8	3'-6"	8'-0"	18-#8	3'-6"	8'-0"	18-#8	3'-6"	9'-0"	18-#8
WET SAND	3'-6"	7'-0"	18-#8	3'-6"	9'-0"	18-#8	3'-6"	9'-0"	18-#8	3'-6"	9'-0"	18-#8
CLAY (MEDIUM STIFF)	3'-6"	11'-0"	18-#8	3'-6"	12'-0"	18-#8	3'-6"	12'-0"	18-#8	3'-6"	12'-0"	18-#8
ALLUVIAL	3'-6"	8'-0"	18-#8	3'-6"	10'-0"	18-#8	3'-6"	10'-0"	18-#8	3'-6"	11'-0"	18-#8

MEDIUM LOADING CONDITIONS

SOIL TYPE	15' & 20' MAST ARMS			25' & 30' MAST ARMS			35' & 40' MAST ARMS			45' MAST ARMS		
	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS
DRY SAND	3'-6"	7'-0"	18-#8	3'-6"	9'-0"	18-#8	4'-0"	9'-0"	18-#9	4'-6"	8'-0"	18-#10
WET SAND	3'-6"	8'-0"	18-#8	3'-6"	9'-0"	18-#8	4'-0"	10'-0"	18-#9	4'-6"	9'-0"	18-#10
CLAY (MEDIUM STIFF)	3'-6"	11'-0"	18-#8	3'-6"	12'-0"	18-#8	4'-0"	13'-0"	18-#9	4'-6"	14'-0"	18-#10
ALLUVIAL	3'-6"	9'-0"	18-#8	3'-6"	10'-0"	18-#8	4'-0"	11'-0"	18-#9	4'-6"	10'-0"	18-#10

HEAVY LOADING CONDITIONS

SOIL TYPE	15' & 20' MAST ARMS			25' & 30' MAST ARMS			35' & 40' MAST ARMS			45' MAST ARMS		
	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS
DRY SAND	3'-6"	8'-0"	18-#8	4'-0"	9'-0"	18-#9	4'-6"	10'-0"	18-#10	5'-0"	9'-0"	23-#10
WET SAND	3'-6"	8'-0"	18-#8	4'-0"	10'-0"	18-#9	4'-6"	11'-0"	18-#10	5'-0"	10'-0"	23-#10
CLAY (MEDIUM STIFF)	3'-6"	12'-0"	18-#8	4'-0"	14'-0"	18-#9	4'-6"	15'-0"	18-#10	5'-0"	16'-0"	23-#10
ALLUVIAL	3'-6"	10'-0"	18-#8	4'-0"	11'-0"	18-#9	4'-6"	12'-0"	18-#10	5'-0"	12'-0"	23-#10

PIER FOUNDATIONS FOR 130 MPH WIND SPEED ZONE

LIGHT LOADING CONDITIONS

SOIL TYPE	15' & 20' MAST ARMS			25' & 30' MAST ARMS			35' & 40' MAST ARMS			45' MAST ARMS		
	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS
DRY SAND	3'-6"	7'-0"	18-#8	3'-6"	9'-0"	18-#8	3'-6"	10'-0"	18-#8	3'-6"	10'-0"	18-#8
WET SAND	3'-6"	8'-0"	18-#8	3'-6"	10'-0"	18-#8	3'-6"	11'-0"	18-#8	3'-6"	11'-0"	18-#8
CLAY (MEDIUM STIFF)	3'-6"	12'-0"	18-#8	3'-6"	13'-0"	18-#8	3'-6"	13'-0"	18-#8	3'-6"	13'-0"	18-#8
ALLUVIAL	3'-6"	9'-0"	18-#8	3'-6"	12'-0"	18-#8	3'-6"	12'-0"	18-#8	3'-6"	13'-0"	18-#8

MEDIUM LOADING CONDITIONS

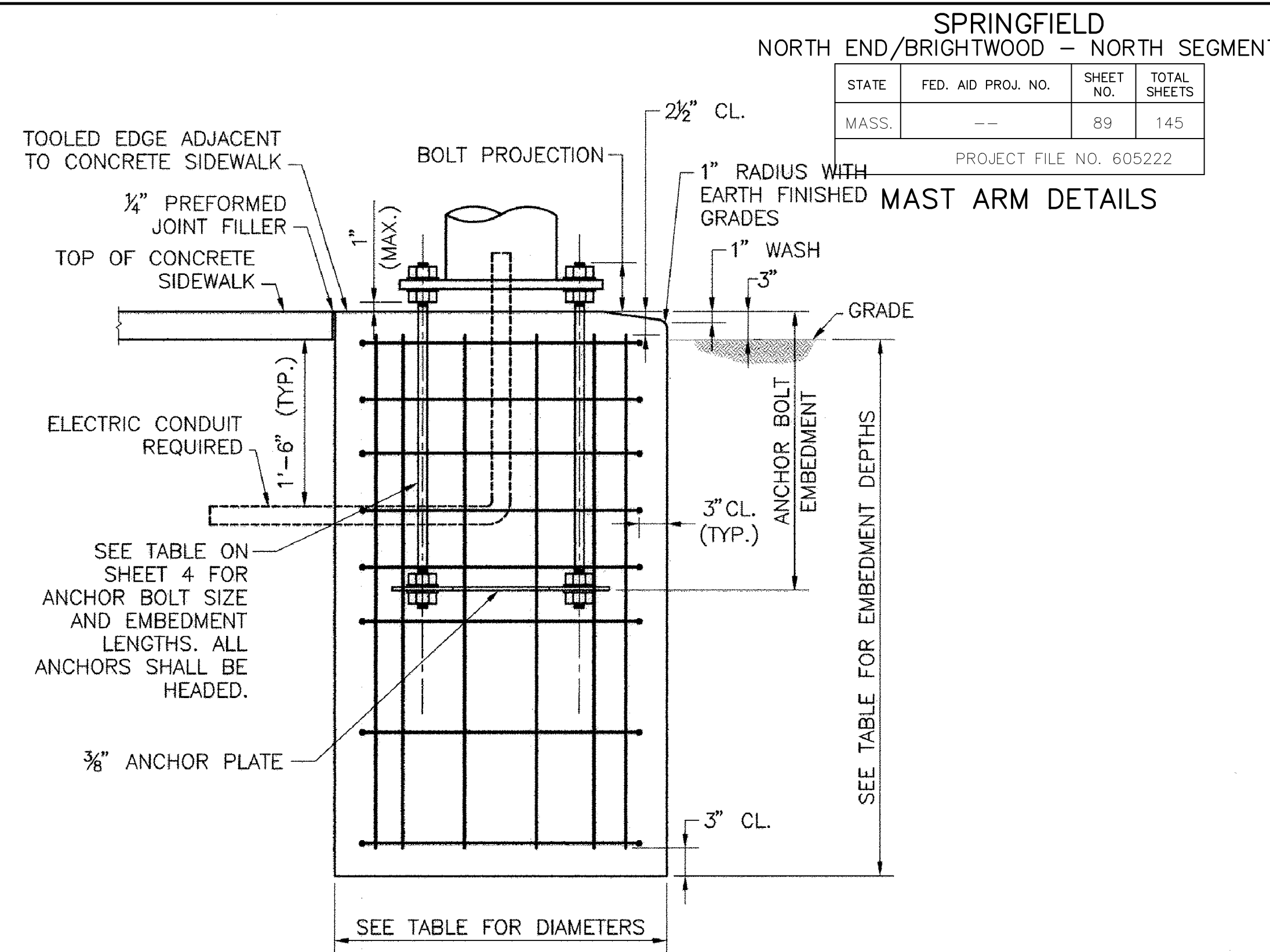
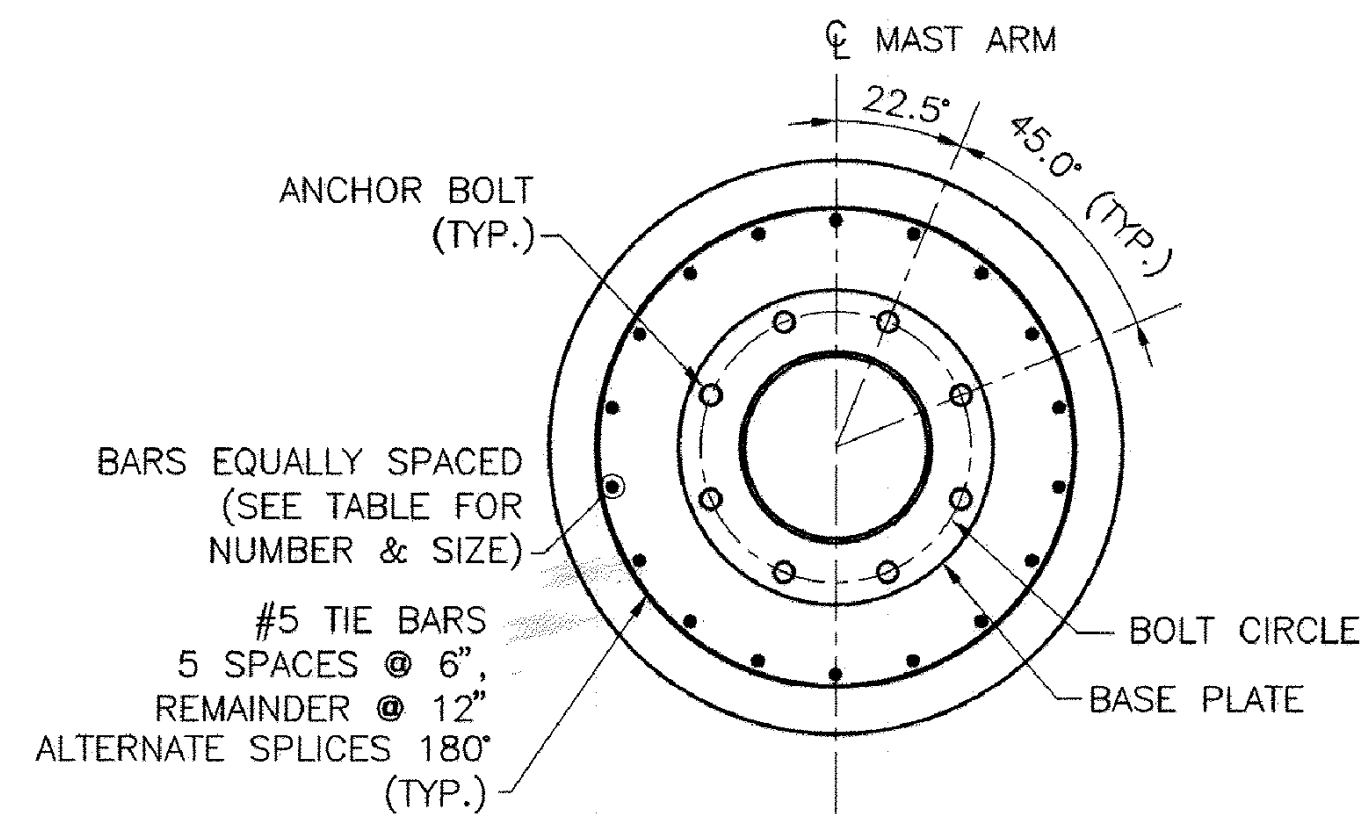
SOIL TYPE	15' & 20' MAST ARMS			25' & 30' MAST ARMS			35' & 40' MAST ARMS			45' MAST ARMS		
	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS
DRY SAND	3'-6"	8'-0"	18-#8	3'-6"	10'-0"	18-#8	4'-0"	11'-0"	18-#9	4'-6"	10'-0"	18-#10
WET SAND	3'-6"	8'-0"	18-#8	3'-6"	11'-0"	18-#8	4'-0"	12'-0"	18-#9	4'-6"	11'-0"	18-#10
CLAY (MEDIUM STIFF)	3'-6"	12'-0"	18-#8	3'-6"	14'-0"	18-#8	4'-0"	15'-0"	18-#9	4'-6"	15'-0"	18-#10
ALLUVIAL	3'-6"	10'-0"	18-#8	3'-6"	13'-0"	18-#8	4'-0"	13'-0"	18-#9	4'-6"	12'-0"	18-#10

HEAVY LOADING CONDITIONS

SOIL TYPE	15' & 20' MAST ARMS			25' & 30' MAST ARMS			35' & 40' MAST ARMS			45' MAST ARMS		
	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS	DIAMETER	DEPTH	VERTICAL BARS
DRY SAND	3'-6"	9'-0"	18-#8	4'-0"	11'-0"	18-#9	4'-6"	12'-0"	18-#10	5'-0"	11'-0"	23-#10
WET SAND	3'-6"	10'-0"	18-#8	4'-0"	12'-0"	18-#9	4'-6"	13'-0"	18-#10	5'-0"	12'-0"	23-#10
CLAY (MEDIUM STIFF)	3'-6"	14'-0"	18-#8	4'-0"	15'-0"	18-#9	4'-6"	16'-0"	18-#10	5'-0"	17'-0"	23-#10
ALLUVIAL	3'-6"	11'-0"	18-#8	4'-0"	13'-0"	18-#9	4'-6"	15'-0"	18-#10	5'-0"	14'-0"	23-#10

NOTES:

- FOUNDATIONS SHALL BE 4000 PSI, 1½", 565 CEMENT CONCRETE.
- REINFORCEMENT SHALL BE ASTM A615 GRADE 60.
- ANCHOR BOLTS SHALL BE SET BY TEMPLATE.
- PROVIDE FOR ELECTRICAL CONDUIT.
- EXCAVATION SHALL BE BY THE AUGER METHOD TO THE NEAT LINES OF THE OUTSIDE DIMENSION OF THE FOUNDATIONS WITHOUT DISTURBING THE SOIL AROUND AND BELOW THE PROPOSED FOUNDATION BOTTOM. ALTERNATE METHODS OF EXCAVATION MAY BE SUBMITTED TO MASSHIGHWAY FOR APPROVAL IF THEY MEET THE REQUIREMENTS LISTED IN NOTES 6, 7, AND 8.
- THE EARTH WALLS OF THE FOUNDATION SHALL BE ADEQUATELY AND SECURELY PROTECTED AT ALL TIMES AGAINST CAVE-INS, DISPLACEMENT OF THE SURROUNDING EARTH AND FOR THE EXCLUSION OF GROUND WATER. THIS MAY BE DONE BY THE USE OF STEEL CYLINDER LINERS OR CASINGS THAT ARE APPROVED BY MASSHIGHWAY. IF LINERS ARE USED THEY MAY BE RECLAIMED PROVIDED THAT THEY ARE WITHDRAWN AS THE CONCRETE IS BEING PLACED, MAINTAINING A SUFFICIENT HEAD OF CONCRETE WITHIN THE LINER TO PREVENT REDUCTION IN THE FOUNDATION DIAMETER AND TO PREVENT EXTRANEOUS MATERIAL FROM FALLING IN FROM THE SIDES AND MIXING WITH THE CONCRETE.
- IF THE SOIL IS DISTURBED OR REMOVED BEYOND THE NEAT LINES OF THE OUTSIDE DIMENSION OF THE FOUNDATION, IT SHALL BE REPLACED WITH CONCRETE. ANY ADDITIONAL COST FOR THE CONCRETE SHALL BE PAID FOR BY THE CONTRACTOR.
- SPECIAL CARE SHOULD BE GIVEN TO AREAS WHERE WET SOIL IS ENCOUNTERED, TO INSURE THAT THE PREAUGERED HOLE DOES NOT COLLAPSE. THIS MAY REQUIRE THE USE OF STEEL CYLINDER LINERS OR CASINGS TO HOLD THE SOIL IN PLACE UNTIL READY FOR CONCRETE PLACEMENT. THE STEEL CYLINDERS OR CASINGS SHALL BE WITHDRAWN AS THE FOUNDATION CONCRETE IS PLACED.
- DETERMINATION OF EXISTING SOIL CONDITIONS SHALL BE MADE BY THE DESIGN ENGINEER.
- IF LEDGE OR POOR SOIL IS ENCOUNTERED (i.e. ONE WHICH DOES NOT APPLY TO THE DESIGN TABLES SHOWN ON THIS SHEET), AN ALTERNATIVE DESIGN SHALL BE PROVIDED BY THE DESIGN ENGINEER. DECISIONS MADE IN NOTES 8 AND 9 SHALL BE SUBMITTED TO MASSHIGHWAY FOR APPROVAL. IF UTILITIES OR OTHER UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL BACKFILL THE AREA TO ITS ORIGINAL CONDITION UNTIL AN ALTERNATE DESIGN HAS BEEN PROVIDED BY THE ENGINEER.

PIER FOUNDATION DETAIL
NO SCALEPIER FOUNDATION PLAN
NO SCALE

THIS PLAN NOT DESIGNED BY
VANASSE HANGEN BRUSTLIN, INC.
IT WAS PROVIDED BY THE MASSDOT
AND ALL INFORMATION CONTAINED
HEREIN IS ASSUMED TO BE CORRECT.

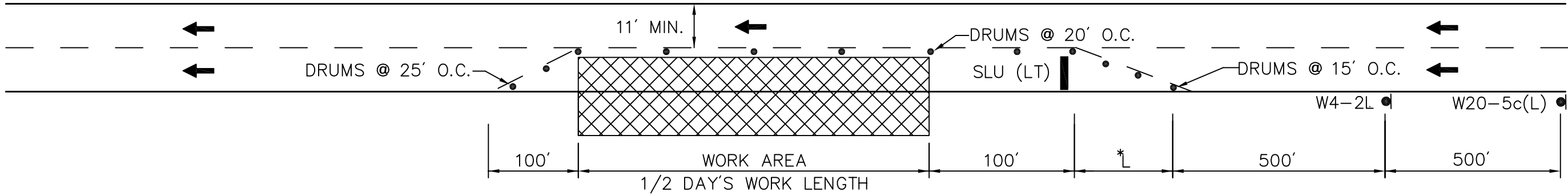
MONTH_DD_YYYY	ISSUED FOR CONSTRUCTION
STANDARD DRAWINGS	
TYPE II MAST ARMS CORED PIER FOUNDATIONS	
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION 10 PARK PLAZA BOSTON, MASS	
 FRANK A. TRAVERSO CHIEF ENGINEER	 NEIL E. BOUDREAU TRAFFIC ENGINEER
SHEET 5 OF 5 SHEETS	

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	90	145
PROJECT FILE NO. 605222			

TEMPORARY TRAFFIC
CONTROL PLANS

OPERATIONAL SIGNING

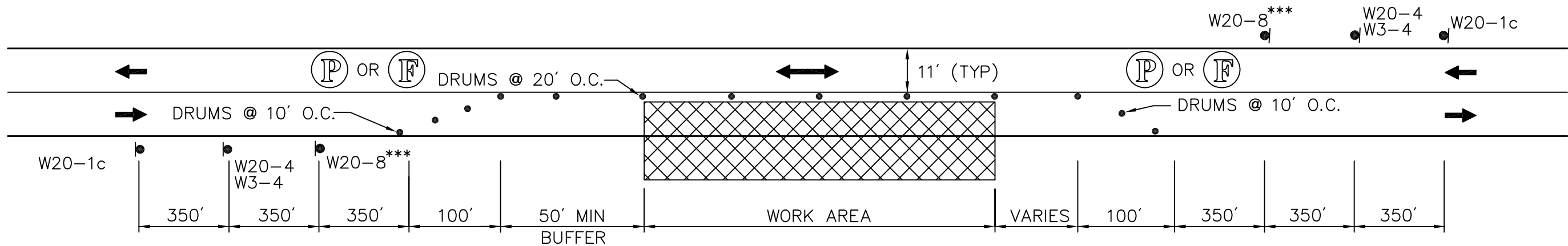
ALL DRUMS AND SIGNS ARE SHOWN AS THEY SHOULD APPEAR DURING THE WORKING DAY, OR WHILE OPERATING IN THE WORK ZONE.



TYPICAL LANE CLOSURE – BIRNIE AVENUE

NOT TO SCALE

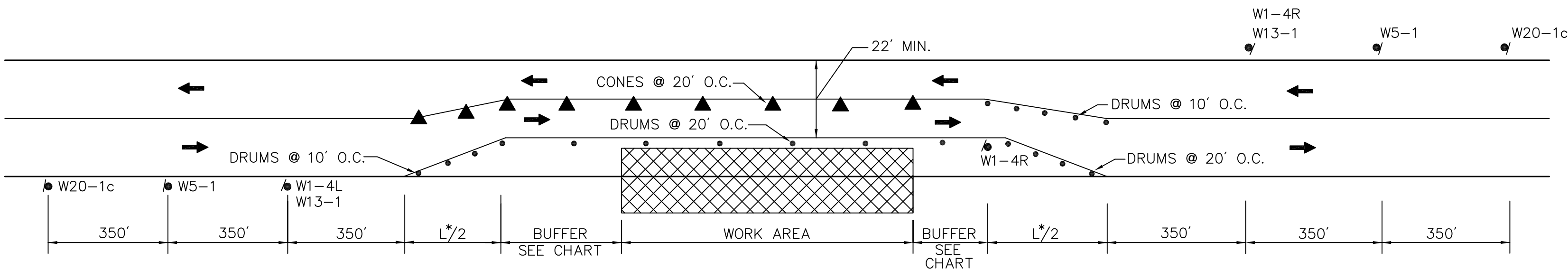
NOTE: THIS DETAIL SHOWS A LEFT LANE CLOSURE DETAIL. THIS DETAIL CAN ALSO BE USED FOR RIGHT LANE CLOSURES, WITH THE SIGN AND TRAFFIC CONTROL DEVICE PLACEMENT ADJUSTED TO THE RIGHT SIDE OF THE ROADWAY AND REPLACING SIGNS W20-5c(R) AND W4-2R WITH W20-5c(L) AND W4-2L RESPECTIVELY.



*** SEE NOTE 18

TYPICAL TWO WAY STREET LANE CLOSURE

NOT TO SCALE



TYPICAL TWO WAY STREET LANE SHIFT

NOT TO SCALE

BUFFER SPACING

SPEED (MPH)	DISTANCE (FEET)
15	80
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645

LEGEND

●	REFLECTORIZED DRUM	▬	TYPE III BARRICADES
▲	TRAFFIC CONE	▨	WORK AREA PUBLIC ACCESS RESTRICTED
Ⓟ	POLICE OFFICER	←	PROPOSED TRAFFIC FLOW
Ⓡ	FLAGGER	NTS	NOT TO SCALE
●	TEMP TRAFFIC CONTROL SIGN		
▬	SPECIAL LIGHTING UNIT (SLU)		

GENERAL NOTES

- ALL CONSTRUCTION SIGNING, TEMPORARY TRAFFIC CONTROL DEVICES, AND ROADSIDE ELEMENTS SHALL CONFORM WITH THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS AMENDED, THE LATEST REVISIONS OF THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, (AASHTO) ROADSIDE DESIGN GUIDE, AASHTO POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AND NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350 OR THE AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE (MASH).
- ALL TEMPORARY PEDESTRIAN PATHWAYS SHALL COMPLY FULLY WITH ALL REQUIREMENTS OF THE MUTCD AND ALL APPLICABLE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (MAAB) AND AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) REQUIREMENTS.
- WORK HOURS SHALL BE 7:00AM TO 3:00PM MONDAY THRU FRIDAY. NO WORK WITHIN PUBLIC WAY SHALL OCCUR ON SATURDAYS, SUNDAYS OR STATE AND COUNTY HOLIDAYS UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- A MINIMUM OF ONE LANE OF TRAFFIC IN EACH DIRECTION ON TWO WAY STREETS SHALL BE MAINTAINED AT ALL TIMES, EXCEPT THAT DURING WORKING HOURS. TRAFFIC MAY BE REDUCED TO ONE LANE UNDER POLICE CONTROL FOR SHORT TIME PERIODS WHEN REQUIRED FOR THE WORK, AS SHOWN UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL DRUMS SHALL BE SET AT 20' ON CENTER MAX. UNLESS OTHERWISE NOTED OR ADJUSTED BY THE ENGINEER.
- ALL DRUMS SHALL BE APPROXIMATELY PLACED AND MOVED AS NECESSARY TO MAINTAIN ADEQUATE ABUTTER ACCESS AT ALL TIMES. WORK MAY REQUIRE ADDITIONAL SIGNS, DRUMS AND OTHER TRAFFIC CONTROL DEVICES, GRADING AND TEMPORARY PAVEMENT FOR PASSAGE OF PEDESTRIAN, VEHICULAR AND EMERGENCY TRAFFIC THROUGH THE WORK AREAS, BOTH DURING AND AFTER WORKING HOURS, TO MAINTAIN SUCH ACCESS.
- THE CONTRACTOR SHALL NOTIFY EACH ABUTTER AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY DRIVEWAY PAVEMENT PLACEMENT AND SIMILAR OPERATIONS.
- GRADE SEPARATIONS IN EXCESS OF 2" DURING NON-WORKING HOURS WILL REQUIRE DELINEATION BY USE OF REFLECTORIZED DRUMS.
- EXCAVATION EDGES IN EXCESS OF 4" DEEP SHALL BE PROTECTED DURING NON-WORKING HOURS BY BACKFILLING WITH A WEDGE OF COMPACTED GRAVEL BORROW AT A 4:1 SLOPE PER THE DETAIL SHOWN. EXCAVATIONS IN EXCESS OF 2 FEET SHOULD BE PROTECTED BY A MASSDOT APPROVED TEMPORARY CONCRETE BARRIER WITH A MINIMUM LEVEL LATERAL OFFSET OF 3 FEET FROM THE EDGE OF EXCAVATION. BARRIER PLACED WITH LESS THAN THE RECOMMENDED LATERAL OFFSET TO THE EDGE OF EXCAVATION SHALL BE ANCHORED/RESTRAINED BY A MASSDOT AND FHWA APPROVED METHOD TO PREVENT LATERAL MOVEMENT WHEN STRUCK BY ERRANT VEHICLES TRAVELING AT THE POSTED SPEED.
- 11' MINIMUM LANE WIDTHS SHALL BE MAINTAINED ON ALL ROADWAYS.
- TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE COVERED OR REMOVED DURING NON-WORKING HOURS WHEN NOT IN USE.
- ADVISORY SPEED PLATES (W13-1) SHALL BE USED IF APPROPRIATE AND AS REQUESTED BY THE ENGINEER. ADVISORY SPEED SHALL BE AS ESTABLISHED BY THE APPROPRIATE AGENCY WITH JURISDICTION OVER THE ROADWAY ON WHICH THE SIGN WILL BE MOUNTED.
- SIGNS INSTALLED ON PORTABLE STANDS REQUIRE 12 INCH MINIMUM MOUNTING HEIGHT ABOVE THE ROADWAY SURFACE TO THE BOTTOM OF THE SIGN
- SIGNS INSTALLED ON PORTABLE STANDS PLACED AMONG CHANNELIZATION DEVICES REQUIRE A 36 INCH MINIMUM MOUNTING HEIGHT ABOVE THE ROADWAY SURFACE TO THE BOTTOM OF THE SIGN.
- SIGNS MOUNTED ON P5 POSTS REQUIRE A MINIMUM 7 FOOT MOUNTING HEIGHT ABOVE THE ROADWAY OR SIDEWALK SURFACE TO THE BOTTOM OF THE SIGN.
- W20-1 SERIES SIGNS SHOWN ON ADVANCE SIGN SCHEMATIC MAY BE USED IN LIEU OF W20-1 SERIES SIGNS SHOWN ON TYPICAL DETAILS ON THE TEMP TRAFFIC CONTROL PLANS IF MINIMUM SIGN SPACING IS MET.

- ALL REFLECTORIZED TRAFFIC CONES SHALL BE A MINIMUM OF 36 INCHES IN HEIGHT.
- POLICE OFFICER AHEAD SIGN (W20-8) SHALL BE REPLACED WITH W20-7a WHEN FLAGGERS ARE USED IN LIEU OF POLICE.
- CONES MAY BE USED IN LIEU OF DRUMS OUTSIDE OF TAPER AREAS.
- TEMPORARY MARKINGS SHALL BE WATER-BORNE PAINT.
- W20-8a SIGNS SHALL BE INSTALLED IN ADVANCE (100' MIN) OF AREAS WHERE UTILITY CASTINGS HAVE BEEN RAISED IN ADVANCE OF PAVING OPERATIONS OR AS REQUESTED BY THE ENGINEER.
- W8-14 SIGNS SHALL BE INSTALLED IN ADVANCE (100' MIN) OF PAVEMENT MILLING AREAS OR AS REQUESTED BY THE ENGINEER.
- THERE IS NO DESIGNATED BICYCLE LANE ON THE ROADWAY WITHIN THE PROJECT LIMITS. BICYCLES ARE EXPECTED TO SHARE THE ROAD WITH GENERAL VEHICULAR TRAFFIC.
- ALL BROKEN WHITE LANE MARKINGS SHALL BE 10' LANE LINE (WHITE PAINT) WITH 30' GAPS.
- ALL TEMPORARY CROSSWALKS AND STOPLINES SHALL BE 6 WHITE INCH PAINT.
- ALL TEMPORARY DOUBLE YELLOW CENTER LINES (DYCL) SHALL BE 6 INCH PAINT.
- SLU FLASHING (CAUTION) SHALL FLASH IN FOUR-POINT CAUTION MODE ONLY.
- CONTRACTOR SHALL MAINTAIN ALL TRAFFIC SIGNALS WITHIN THE PROJECT LIMITS AT ALL TIMES FOR THE DURATION OF THE PROJECT. ALL TRAFFIC SIGNALS SHALL FULLY COMPLY WITH MUTCD AT ALL TIMES. CONTRACTOR SHALL PREPARE TRAFFIC SIGNAL PLAN DEPICTING THE TRAFFIC SIGNAL LOCATION AND EQUIPMENT NECESSARY FOR ANY ALTERATIONS. TRAFFIC SIGNAL PLANS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MASSACHUSETTS AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- CONTRACTOR TO SECURE ALL WORK AREAS TO PREVENT UNAUTHORIZED ACCESS AT ALL TIMES.

FOR POSTED SPEEDS OF 40 MPH OR LESS

* $L = \frac{WS^2}{60}$ L=TAPER LENGTH
W=WIDTH OF ROADWAY TO BE SHIFTED OR REDIRECTED
S=POSTED SPEED LIMIT

FOR POSTED SPEEDS GREATER THAN 40 MPH

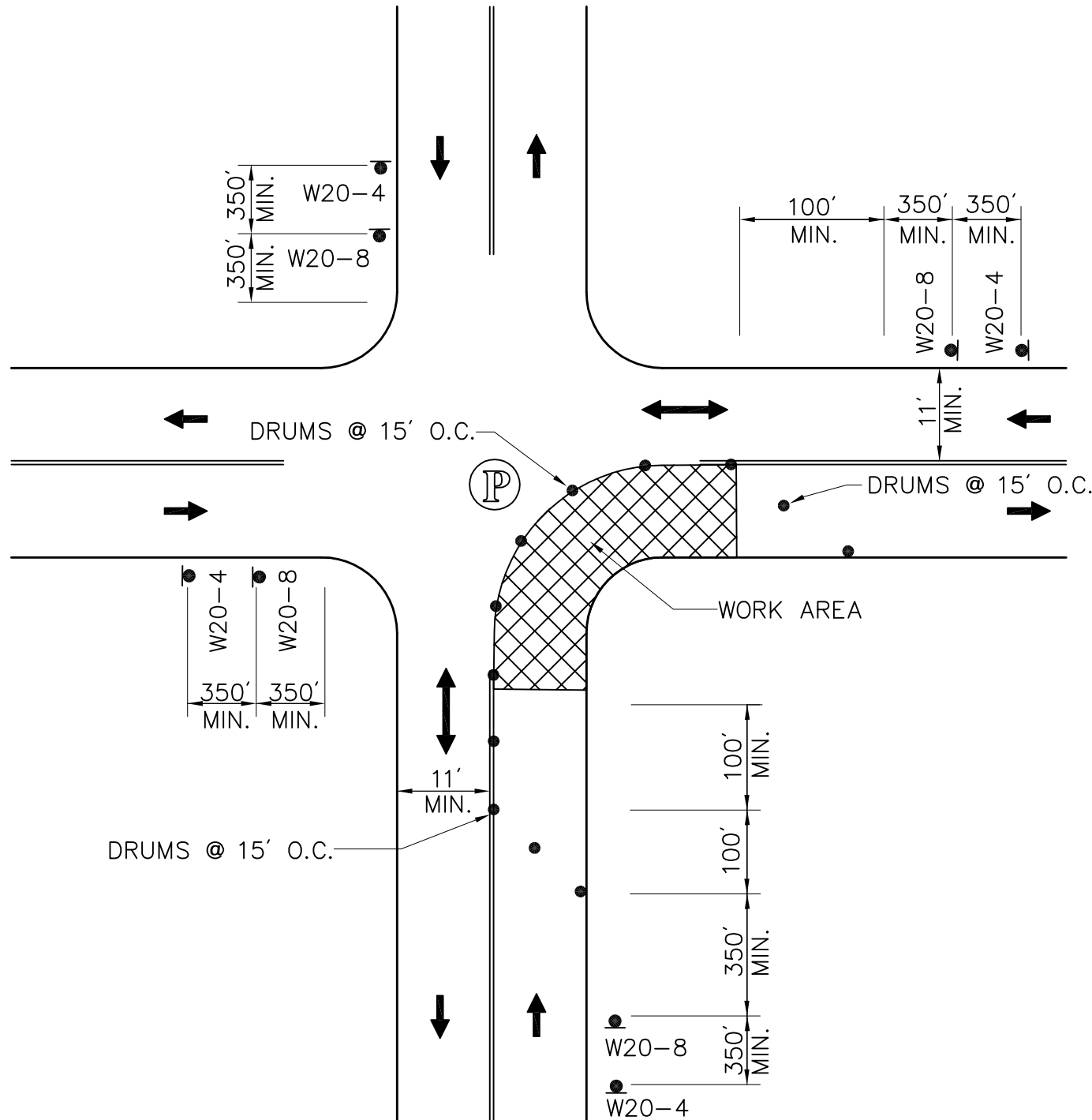
* $L = W \times S$ L=TAPER LENGTH
W=WIDTH OF ROADWAY TO BE SHIFTED OR REDIRECTED
S=POSTED SPEED LIMIT

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	91	145

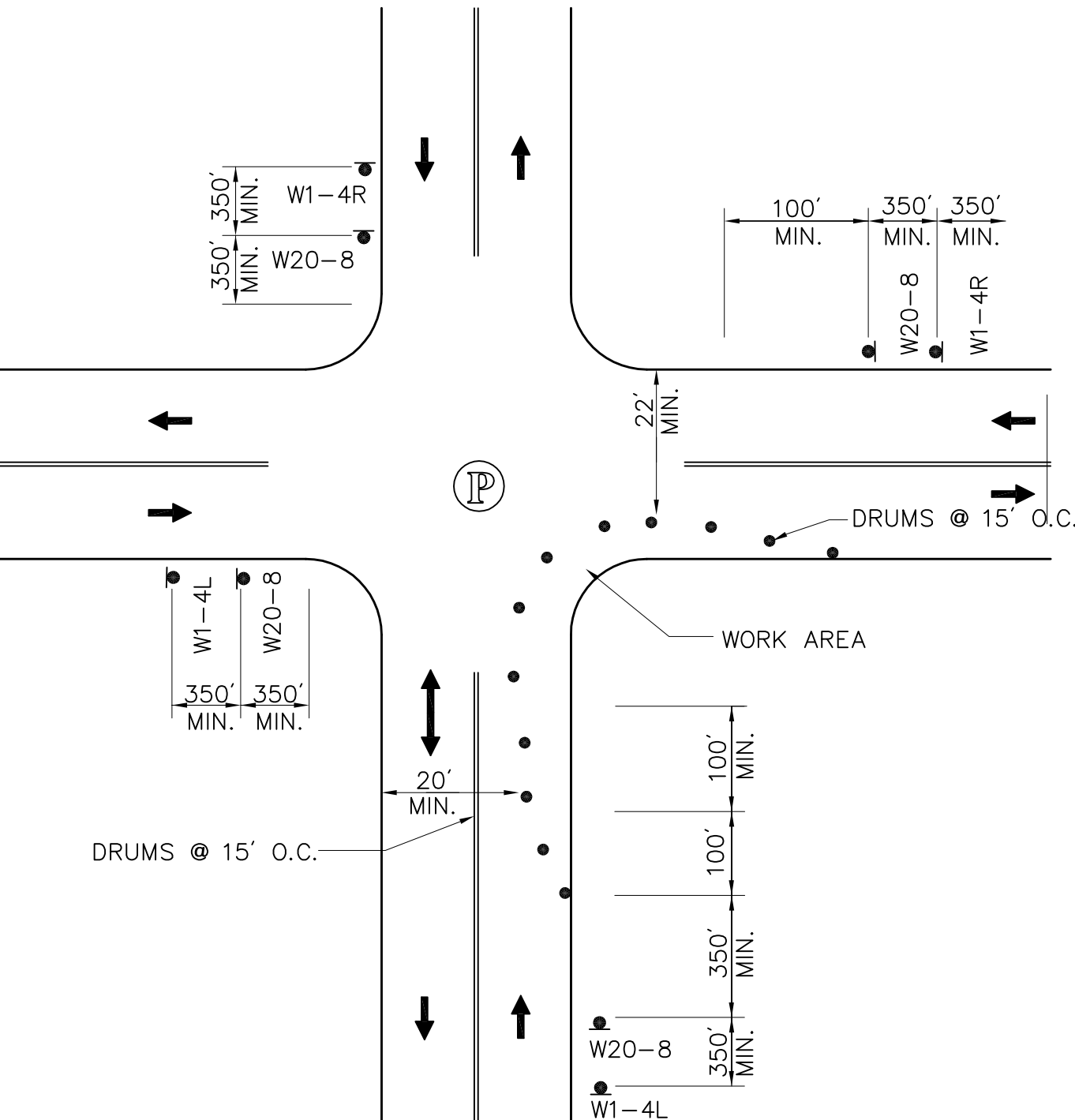
PROJECT FILE NO. 605222

TEMPORARY TRAFFIC CONTROL PLANS



ONE LANE BI-DIRECTIONAL TRAFFIC AT INTERSECTIONS

NOTE:
1. ADVANCE WARNING SIGN PLACEMENT TO BE ADJUSTED AS NECESSARY

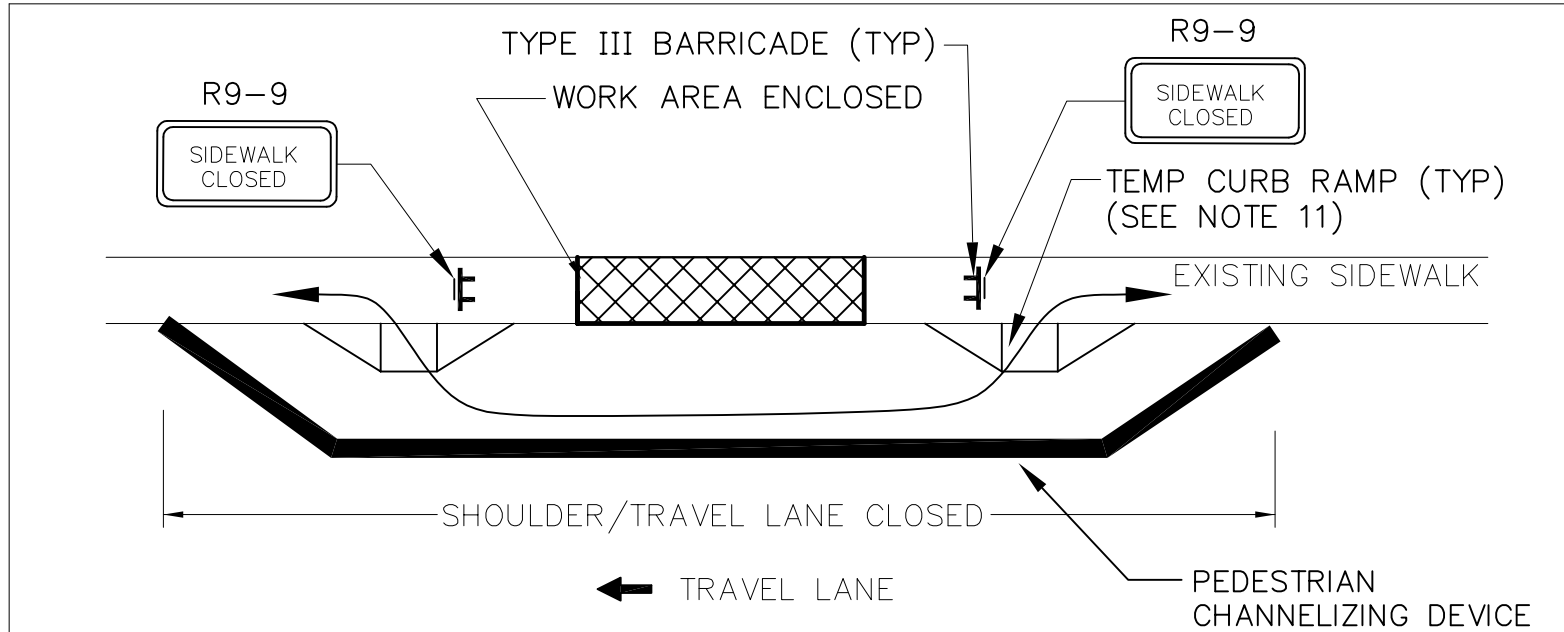


TWO LANE BI-DIRECTIONAL TRAFFIC AT INTERSECTIONS

NOTE:
1. ADVANCE WARNING SIGN PLACEMENT TO BE ADJUSTED AS NECESSARY

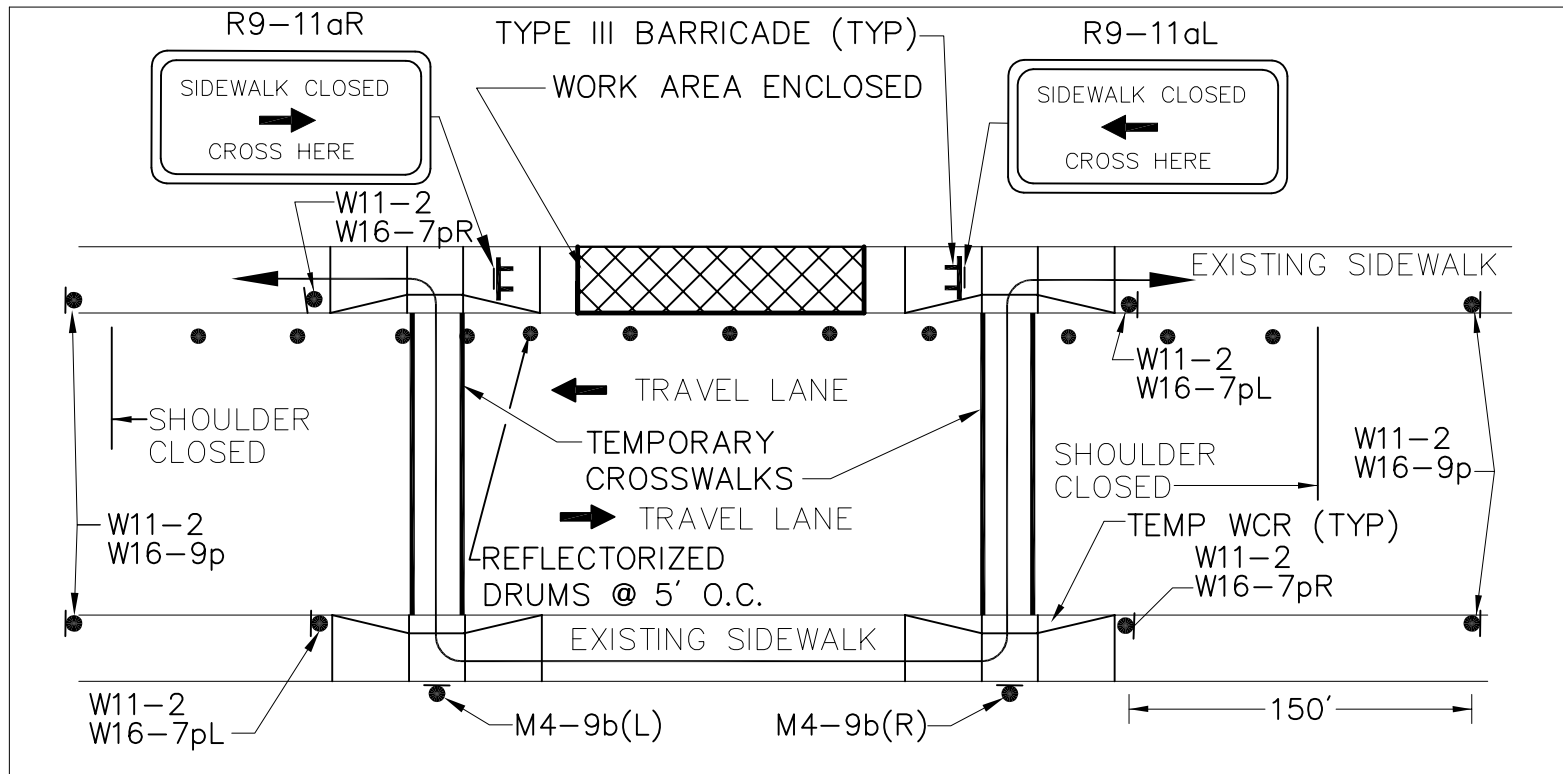
PEDESTRIAN BYPASS

TO BE USED IN CONJUNCTION WITH THE PROPOSED LANE CLOSURE DETAILS AND DURING CONSTRUCTION STAGING AND AS DIRECTED BY THE ENGINEER.



TYPE I

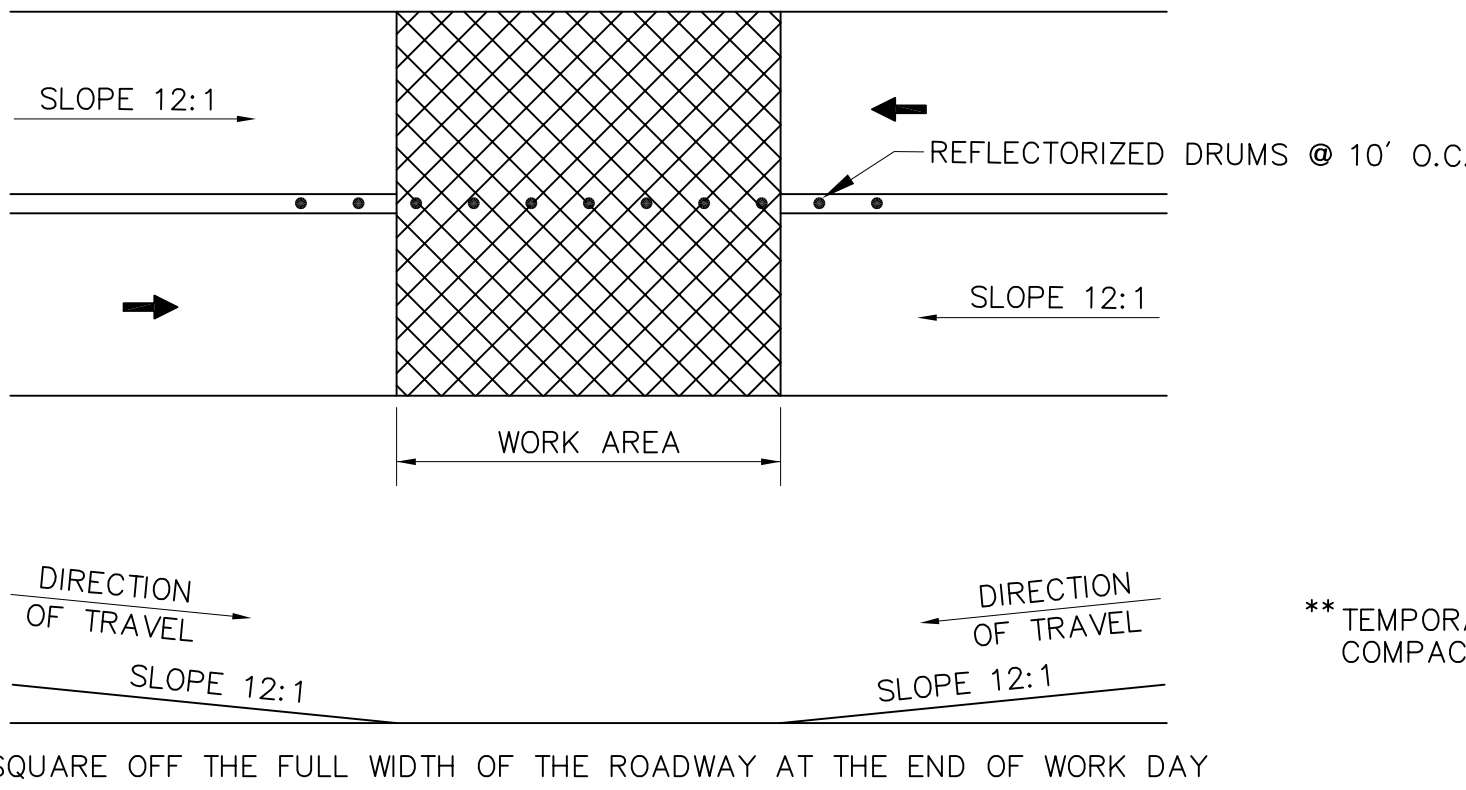
NTS



TYPE II

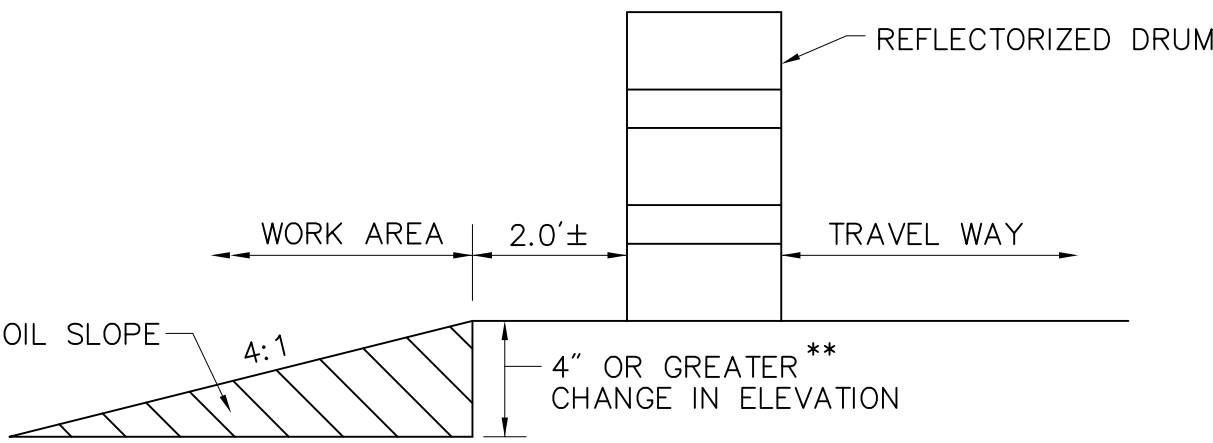
NTS

- NOTES:
- ADDITIONAL ADVANCE WARNING SIGNS MAY BE NECESSARY AS DETERMINED BY THE ENGINEER.
 - CONTROLS FOR PEDESTRIAN TRAFFIC ONLY, ARE SHOWN. VEHICULAR TRAFFIC SHALL BE MAINTAINED AS SHOWN ELSEWHERE.
 - STREET LIGHTING SHOULD BE CONSIDERED WHEN LOCATING CONTROL DEVICES.
 - INDICATES DIRECTION OF PEDESTRIAN TRAVEL.
 - IF THE WORK ZONE DOES NOT PERMIT PEDESTRIANS TO TRAVEL ADJACENT TO IT AS SHOWN IN PEDESTRIAN BYPASS TYPE I, TEMPORARY CROSSWALKS WITH THE APPROPRIATE SIGNS SHALL BE INSTALLED TO CROSS PEDESTRIANS TO THE OPPOSITE SIDE OF THE STREET AS SHOWN IN PEDESTRIAN BYPASS TYPE II, AND AS DIRECTED BY THE ENGINEER.
 - PROPOSED TEMPORARY CROSSWALKS SHALL BE 12" WIDE SURFACE APPLIED TAPE OR REFLECTORIZED PAINT AS DIRECTED BY THE ENGINEER.
 - ALL TEMPORARY PEDESTRIAN PATHWAYS SHALL COMPLY FULLY WITH ALL REQUIREMENTS OF THE MUTCD AND ALL APPLICABLE MAAB AND ADAAG REQUIREMENTS.
 - CONTRACTOR SHALL MAINTAIN AS WIDE OF A PEDESTRIAN ACCESS AS POSSIBLE AT ALL TIMES. EXCEPT WHERE NECESSARY, THE CONTRACTOR MAY TEMPORARILY REDUCE PEDESTRIAN PATHWAYS TO 4 FEET IN WIDTH (EXCLUDING CURB) FOR NO MORE THAN 200 LINEAR FEET AT A TIME IN ACCORDANCE WITH ALL STANDARDS.
 - TEMPORARY WHEELCHAIR RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MASSDOT, MAAB, AND ADAAG REQUIREMENTS.
 - FOR THE TYPE 2 BYPASS, W16-7pR OR W16-7pL SIGNS SHALL BE USED IN COMBINATION WITH W11-2 SIGNS AS DIRECTED BY THE ENGINEER.
 - EXISTING WHEELCHAIR RAMPS (WCR) MAY BE USED IN LIEU OF TEMPORARY WHEELCHAIR RAMPS FOR TEMPORARY DETOURS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 - TEMP IMPACT ATTENUATOR SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.



TEMPORARY PAVEMENT TRANSITION DETAIL

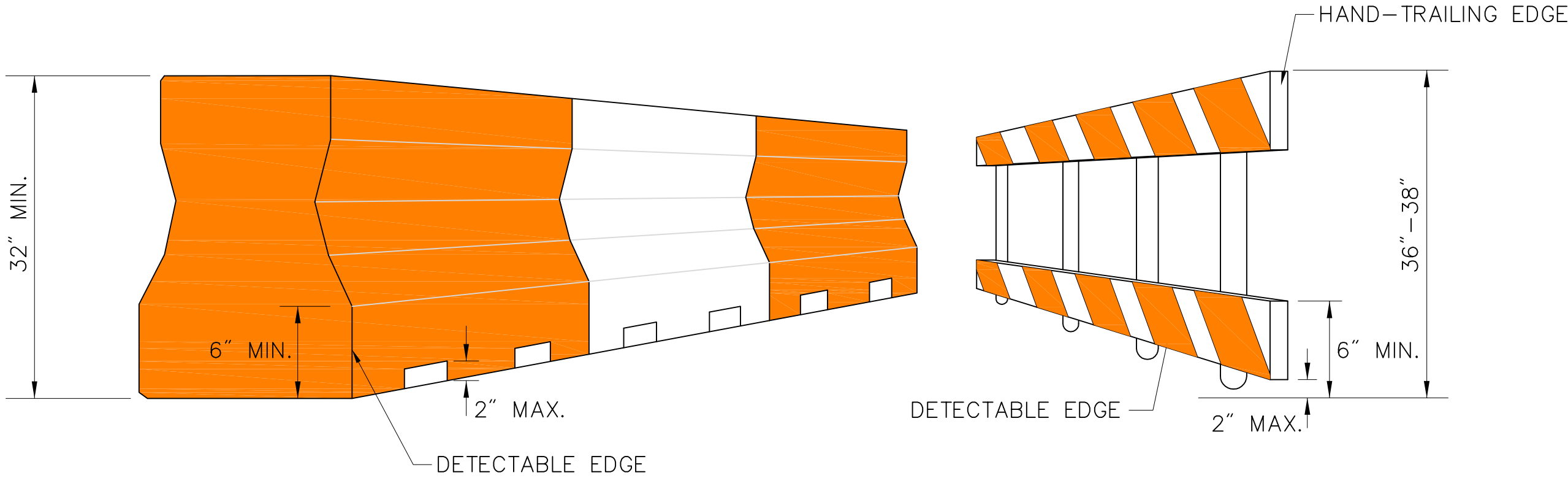
NOT TO SCALE



ROADWAY SLOPE PROTECTION

NOT TO SCALE

- NOTES:
- TO PREVENT ANY TRIPPING HAZARD TO PEDESTRIANS, BALLAST SHALL BE LOCATED BEHIND OR INTERNAL TO THE DEVICE. ANY SUPPORT ON THE FRONT OF THE DEVICE SHALL NOT EXTEND INTO THE 48 IN. MINIMUM WALKWAY CLEAR SPACE AND SHALL HAVE 0.5 IN. MAXIMUM HEIGHT ABOVE THE WALKWAY SURFACE WITH APPROVED BEVELING.
 - DETECTABLE EDGES FOR LONG CANES SHALL BE CONTINUOUS AND 6 IN. MIN HIGH ABOVE THE WALKWAY SURFACE AND HAVE COLOR OR MARKINGS CONTRASTING WITH THE WALKWAY SURFACE.
 - DEVICES SHALL NOT BLOCK WATER DRAINAGE FROM THE WALKWAY. A GAP HEIGHT OR OPENING FROM THE WALKWAY SURFACE UP TO 2 IN. MAXIMUM HEIGHT IS ALLOWED FOR DRAINAGE PURPOSES.
 - RAILINGS OR OTHER OBJECTS MAY PROTRUDE A MAXIMUM OF 4 IN. INTO THE WALKWAY CLEAR SPACE WHEN LOCATED 27 IN. MINIMUM ABOVE THE WALKWAY SURFACE.
 - LONGITUDINAL CHANNELIZING DEVICES FOR PEDESTRIANS SHALL BE 32 IN. HIGH OR GREATER.
 - WHEN HAND GUIDANCE IS REQUIRED, THE TOP RAIL OR TOP SURFACE SHALL:
 - BE IN A VERTICAL PLANE PERPENDICULAR TO THE WALKWAY ABOVE THE DETECTABLE EDGE,
 - BE CONTINUOUS AT A HEIGHT OF 36 TO 38 IN. ABOVE THE WALKWAY SURFACE, AND
 - BE SUPPORTED WITH MINIMAL INTERFERENCE TO THE PEDESTRIAN'S HANDS OR FINGERS.
 - ALL DEVICES SHALL BE FREE OF SHARP OR ROUGH EDGES, AND FASTENERS (BOLTS) SHALL BE ROUNDED TO PREVENT HARM TO HANDS, ARMS OR CLOTHING OF PEDESTRIANS.
 - ALL DEVICES USED TO CHANNELIZE PEDESTRIAN FLOW SHOULD INTERLOCK SUCH THAT GAPS DO NOT ALLOW PEDESTRIANS TO STRAY FROM THE CHANNELIZED PATH.
 - ANY PEDESTRIAN DEVICES USED TO PROVIDE POSITIVE PROTECTION (TRAFFIC OR HAZARD) FOR PEDESTRIANS OR WORKERS SHALL MEET CRASHWORTHY REQUIREMENTS APPROPRIATE FOR THE BARRIERS' APPLICATION.



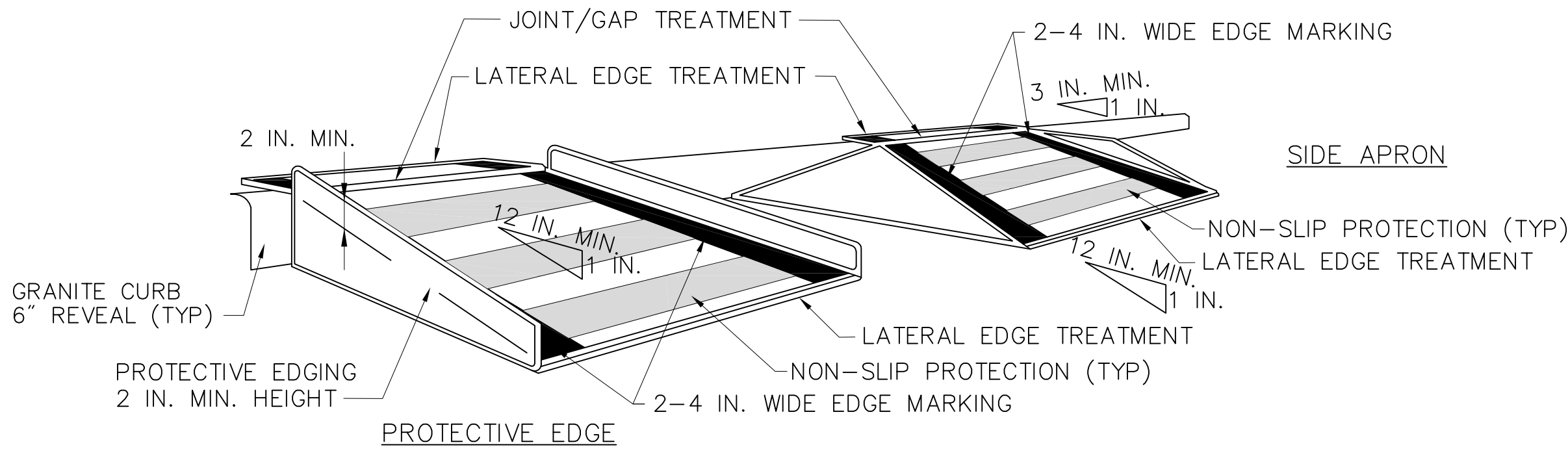
DETECTABLE EDGE
USING A LONGITUDINAL CHANNELIZER

DETECTABLE EDGE
SHOWN ON A RAILING SYSTEM

PEDESTRIAN CHANNELIZING DEVICE WITH DETECTABLE EDGES

SCALE: NOT TO SCALE
DATE DECEMBER 2012
DWG: WCR-04

- NOTES:
1. CURB RAMPS SHALL BE 48 IN. MINIMUM WIDTH WITH A FIRM, STABLE AND NON-SLIP SURFACE.
 2. PROTECTIVE EDGING WITH A 2 IN. MINIMUM HEIGHT SHALL BE INSTALLED WHEN THE CURB RAMP OR LANDING PLATFORM HAS A VERTICAL DROP OF 6 IN. OR GREATER OR HAS A SIDE APRON SLOPE STEEPER THAN 1:3 (33%). PROTECTIVE EDGING SHOULD BE CONSIDERED WHEN THE CURB RAMPS OR LANDING PLATFORMS HAVE A VERTICAL DROP OF 3 IN. OR MORE.
 3. DETECTABLE EDGING WITH 6 IN. MINIMUM HEIGHT AND CONTRASTING COLOR SHALL BE INSTALLED ON ALL CURB RAMP LANDINGS WHERE THE WALKWAY CHANGES DIRECTION (TURNS).
 4. CURB RAMPS AND LANDINGS SHOULD HAVE A 1:50 (2%) MAX CROSS-SLOPE.
 5. CLEAR SPACE OF 48x48 IN. MINIMUM SHALL BE PROVIDED ABOVE AND BELOW THE CURB RAMP. A DETECTABLE WARNING PANEL SHALL BE PROVIDED BELOW THE CURB RAMP.
 6. THE CURB RAMP WALKWAY EDGE SHALL BE MARKED WITH A CONTRASTING COLOR 2 TO 4 IN. WIDE MARKING. THE MARKING IS OPTIONAL WHERE COLOR CONTRASTING EDGING IS USED.
 7. WATER FLOW IN THE GUTTER SYSTEM SHALL HAVE MINIMAL RESTRICTION.
 8. LATERAL JOINTS OR GAPS BETWEEN SURFACES SHALL BE LESS THAN 0.5 IN. WIDTH.
 9. CHANGES BETWEEN SURFACE HEIGHTS SHOULD NOT EXCEED 0.5 IN. LATERAL EDGES SHOULD BE VERTICAL UP TO 0.25 IN. HIGH, AND BEVELED AT 1:2 BETWEEN 0.25 IN. AND 0.5 IN. HEIGHT.



TEMPORARY CURB RAMP—PERPENDICULAR TO CURB

SCALE: NOT TO SCALE

DATE DECEMBER 2012

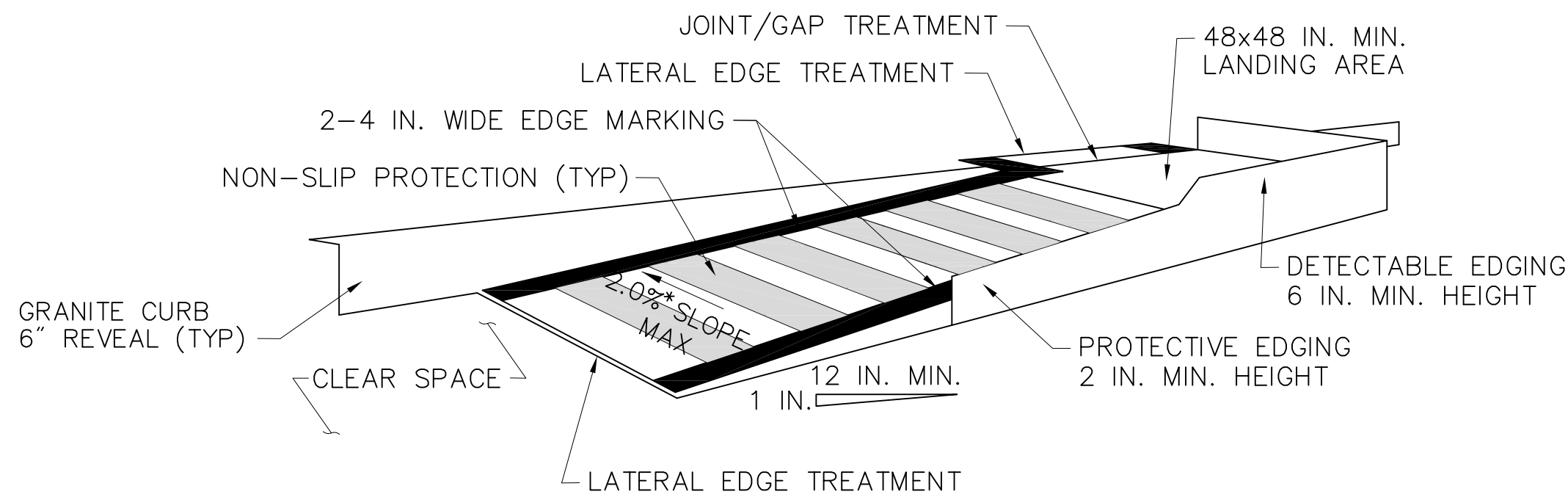
DWG: WCR-02

SPRINGFIELD NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	92	145
PROJECT FILE NO. 605222			

TEMPORARY TRAFFIC CONTROL PLANS

- NOTES:
1. CURB RAMPS SHALL BE 48 IN. MINIMUM WIDTH WITH A FIRM, STABLE AND NON-SLIP SURFACE.
 2. PROTECTIVE EDGING WITH A 2 IN. MINIMUM HEIGHT SHALL BE INSTALLED WHEN THE CURB RAMP OR LANDING PLATFORM HAS A VERTICAL DROP OF 6 IN. OR GREATER OR HAS A SIDE APRON SLOPE STEEPER THAN 1:3 (33%). PROTECTIVE EDGING SHOULD BE CONSIDERED WHEN THE CURB RAMPS OR LANDING PLATFORMS HAVE A VERTICAL DROP OF 3 IN. OR MORE.
 3. DETECTABLE EDGING WITH 6 IN. MINIMUM HEIGHT AND CONTRASTING COLOR SHALL BE INSTALLED ON ALL CURB RAMP LANDINGS WHERE THE WALKWAY CHANGES DIRECTION (TURNS).
 4. CURB RAMPS AND LANDINGS SHOULD HAVE A 1:50 (2%) MAX CROSS-SLOPE.
 5. CLEAR SPACE OF 48x48 IN. MINIMUM SHALL BE PROVIDED ABOVE AND BELOW THE CURB RAMP. A DETECTABLE WARNING PANEL SHALL BE PROVIDED BELOW THE CURB RAMP.
 6. THE CURB RAMP WALKWAY EDGE SHALL BE MARKED WITH A CONTRASTING COLOR 2 TO 4 IN. WIDE MARKING. THE MARKING IS OPTIONAL WHERE COLOR CONTRASTING EDGING IS USED.
 7. WATER FLOW IN THE GUTTER SYSTEM SHALL HAVE MINIMAL RESTRICTION.
 8. LATERAL JOINTS OR GAPS BETWEEN SURFACES SHALL BE LESS THAN 0.5 IN. WIDTH.
 9. CHANGES BETWEEN SURFACE HEIGHTS SHOULD NOT EXCEED 0.5 IN. LATERAL EDGES SHOULD BE VERTICAL UP TO 0.25 IN. HIGH, AND BEVELED AT 1:2 BETWEEN 0.25 IN. AND 0.5 IN. HEIGHT.



TEMPORARY CURB RAMP—PARALLEL TO CURB

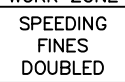
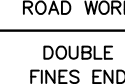
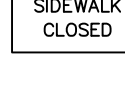
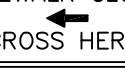
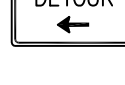
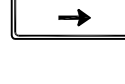
SCALE: NOT TO SCALE

DATE DECEMBER 2012

DWG: WCR-01

TEMPORARY TRAFFIC CONTROL SIGNS

IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)			COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.	BACK- GROUND	LEGEND	BORDER
W20-1a	48"	48"		SEE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS			ORANGE	BLACK	BLACK
W20-1b	48"	48"					ORANGE	BLACK	BLACK
W20-1c	48"	48"					ORANGE	BLACK	BLACK
W20-4	36"	36"					ORANGE	BLACK	BLACK
W20-8	36"	36"					ORANGE	BLACK	BLACK
W20-7a	36"	36"					ORANGE	BLACK	BLACK
W3-2	36"	36"					ORANGE	BLACK	BLACK
W3-4	36"	36"					ORANGE	BLACK	BLACK
W5-1	36"	36"					ORANGE	BLACK	BLACK
W13-1(XX)	24"	30"					ORANGE	BLACK	BLACK
W1-4R	30"	30"					ORANGE	BLACK	BLACK
W1-4L	30"	30"					ORANGE	BLACK	BLACK
W4-2R	36"	36"					ORANGE	BLACK	BLACK
W4-2L	36"	36"					ORANGE	BLACK	BLACK

IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)			COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.	BACK- GROUND	LEGEND	BORDER
W20-5c(L)	36"	36"		SEE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS			ORANGE	BLACK	BLACK
W20-5c(R)	36"	36"					ORANGE	BLACK	BLACK
W8-14	36"	36"		SEE MASSDOT STANDARD DETAILS AND DRAWINGS FOR TRAFFIC MANAGEMENT PLANS			ORANGE	BLACK	BLACK
R2-10a	48"	60"					ORANGE WHITE	BLACK BLACK	BLACK BLACK
R2-10e	36"	48"					ORANGE WHITE	BLACK BLACK	BLACK BLACK
R9-9	18"	30"		SEE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS			WHITE	BLACK	BLACK
R9-11aL	24"	48"					WHITE	BLACK	BLACK
R9-11aR	24"	48"					WHITE	BLACK	BLACK
M4-9b(L)	24"	30"					ORANGE	BLACK	BLACK
M4-9b(R)	24"	30"					ORANGE	BLACK	BLACK

* POSTS FOR TEMPORARY SIGNAGE TO BE APPROVED BY ENGINEER

NOTE: THE CONTRACTOR SHALL COVER ANY ADVANCE SIGNAGE IF THE SIGNAGE FROM A DAILY OPERATIONAL SETUP INTERFERES WITH THE ADVANCE SIGNING.

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

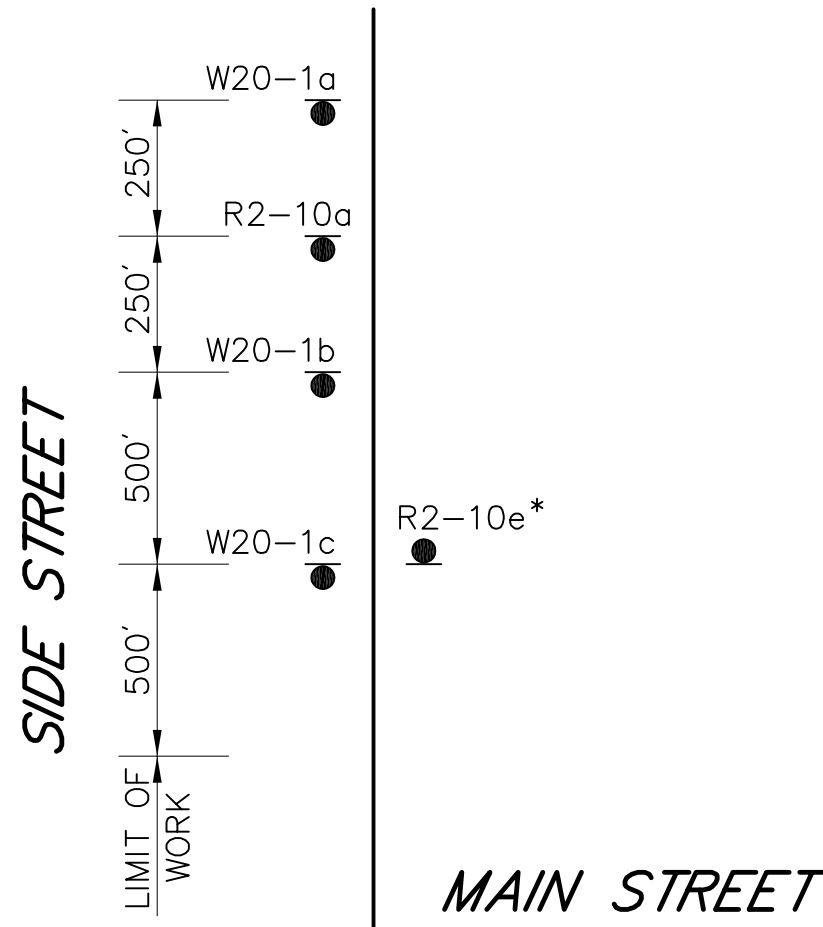
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	94	145

PROJECT FILE NO. 605222

TEMPORARY TRAFFIC
CONTROL PLANS

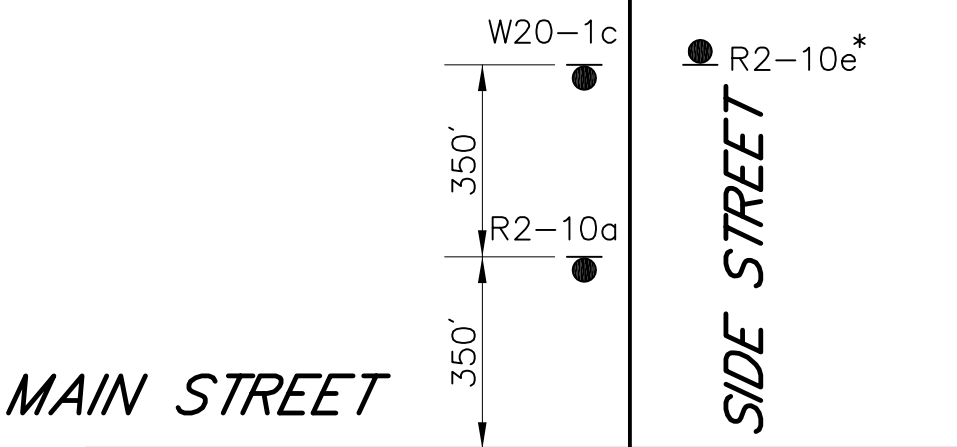
LEGEND

TYPE OF ADVANCE SIGN
SCHEMATIC AT APPROACH



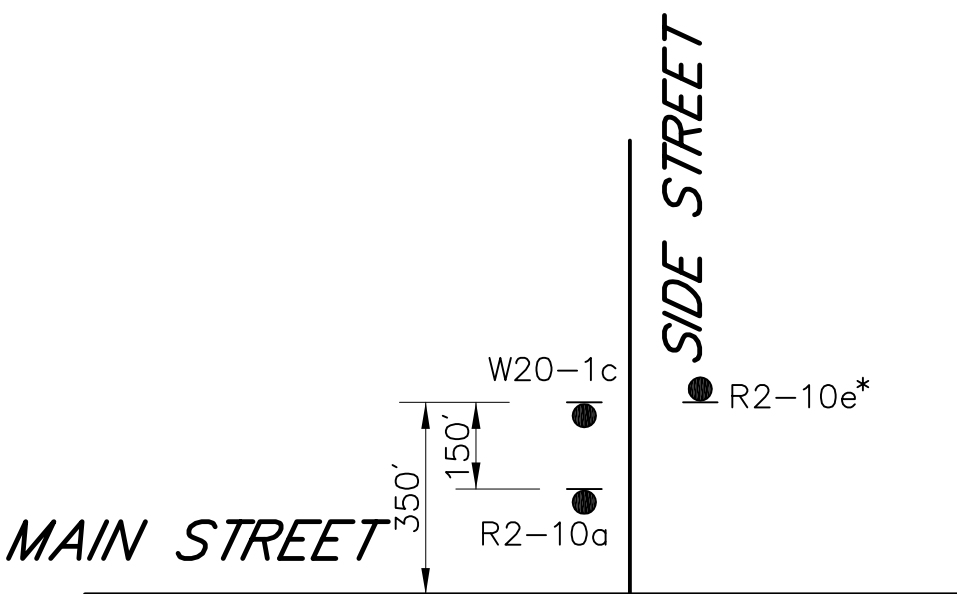
TYPE 1 SIDE STREET
ADVANCE SIGN SCHEMATIC

NTS



TYPE 2 SIDE STREET
ADVANCE SIGN SCHEMATIC

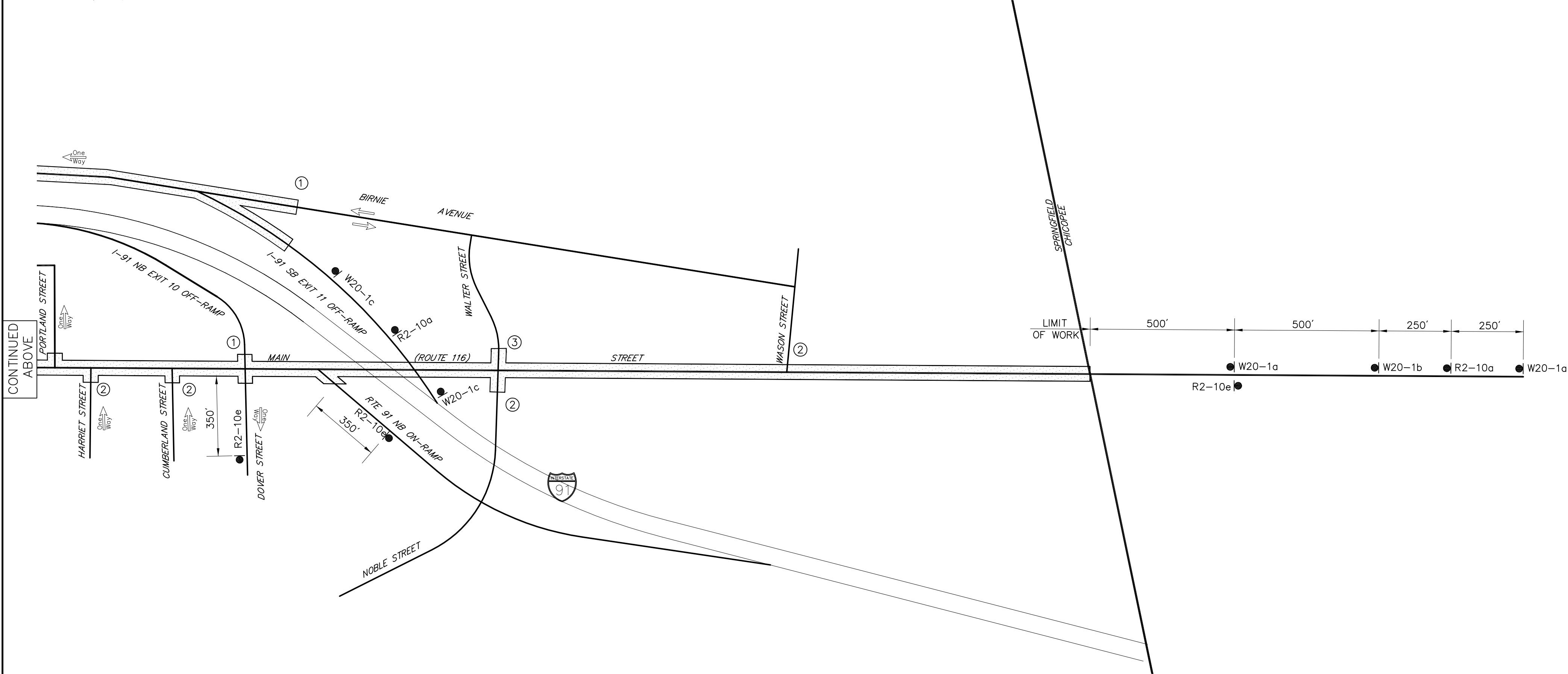
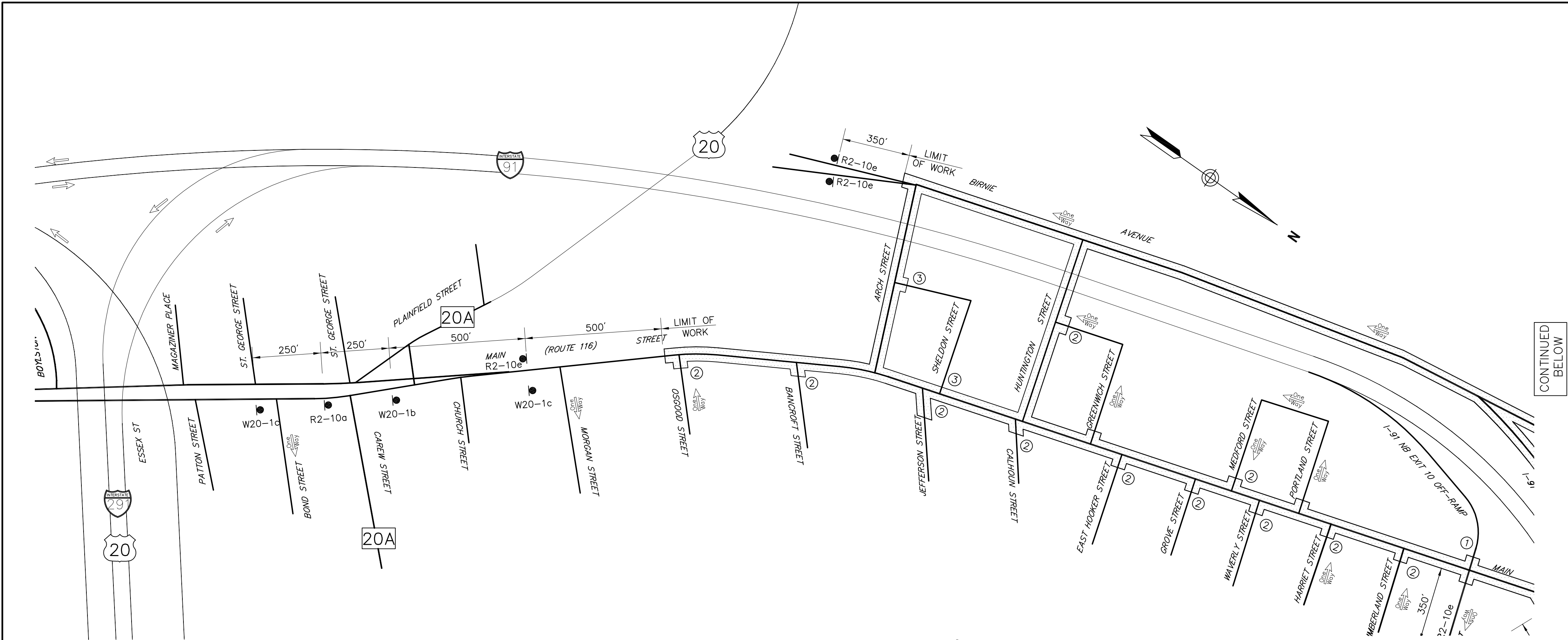
NTS



TYPE 3 SIDE STREET
ADVANCE SIGN SCHEMATIC

NTS

*AT ONE-WAY STREETS, R2-10e SIGN
TO BE PLACED ON OPPOSITE SIDE OF
INTERSECTION FACING TRAFFIC.



ADVANCE SIGN SCHEMATIC

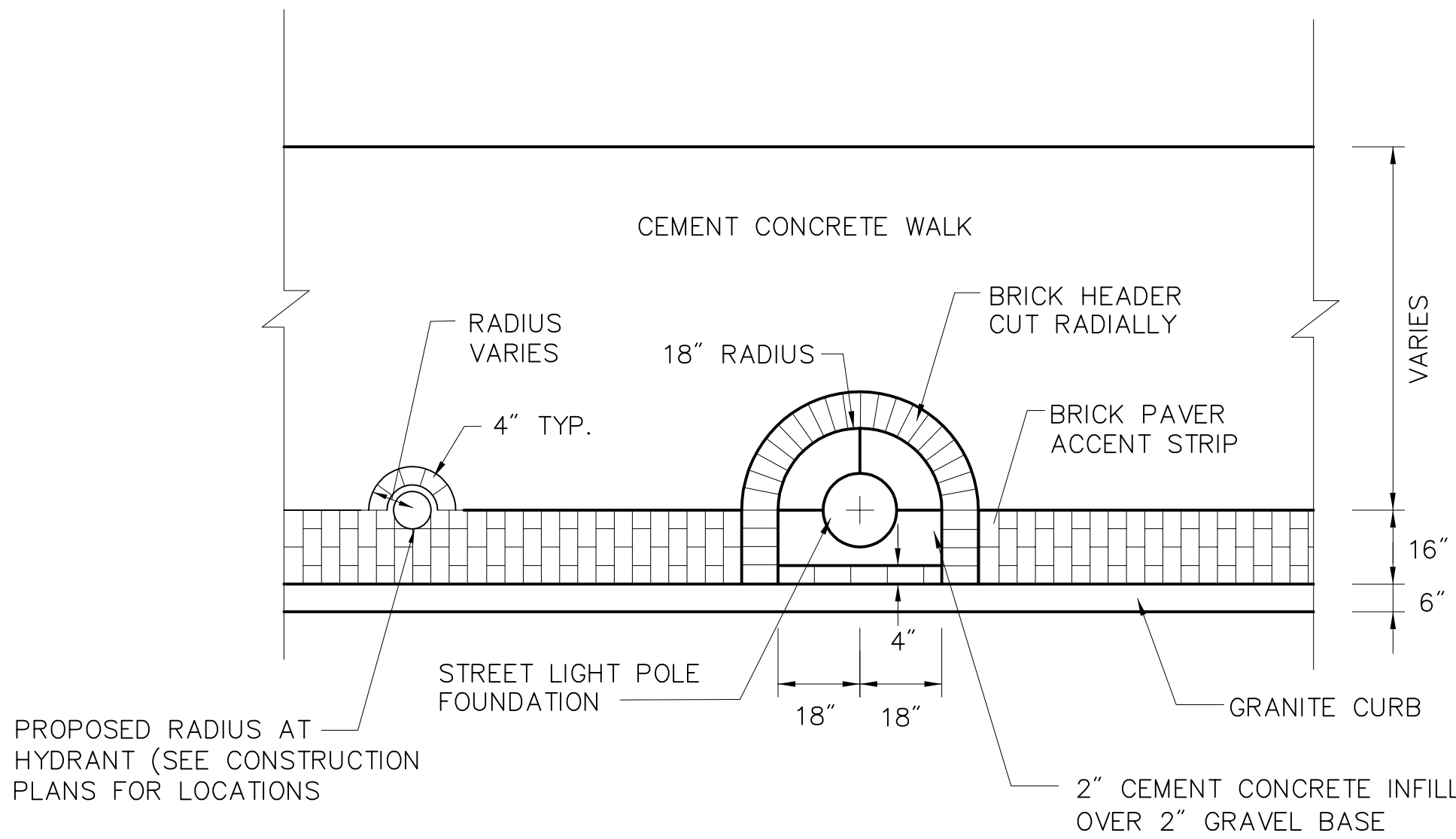
NTS

SIGNS TO BE INSTALLED AT THE PROJECT
LIMITS AS SHOWN.
ALL ADVANCE SIGNS TO BE IN PLACE FOR
THE DURATION OF THE PROJECT.

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	95	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS



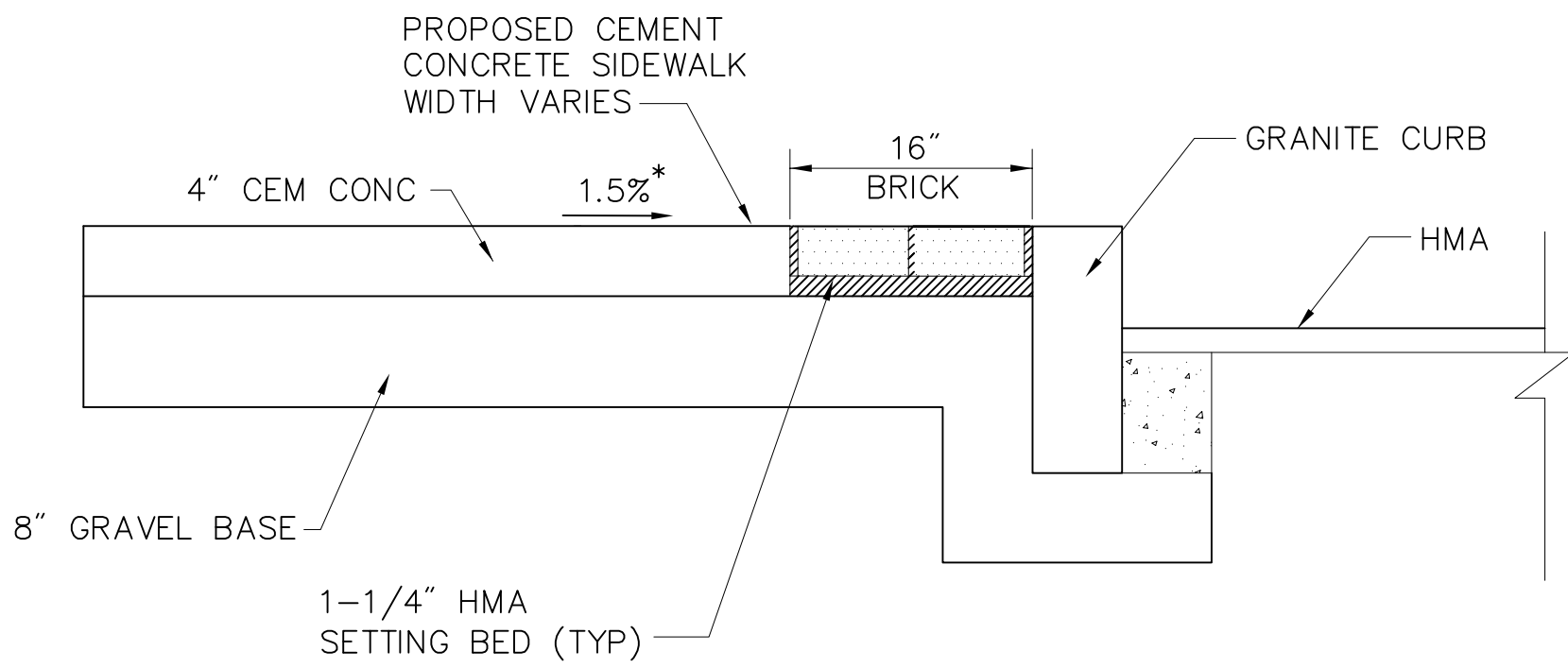
NOTE: IF EXISTING HYDRANTS ARE NOT LOCATED AS SHOWN ON THIS DETAIL, THEN EXTEND ACCENT BANDING AROUND ANY HYDRANTS OR UTILITY POLES LOCATED WITHIN ONE FOOT OF 16" BRICK ACCENT STRIP, PROVIDED A 36" CLEAR PATH OF TRAVEL IS MAINTAINED ALONG SIDEWALK AS PER ADA AND AAB REQUIREMENTS.

BRICK ACCENT STRIP TREATMENT
AT UTILITY LOCATIONS

SCALE: NOT TO SCALE

DATE:

DWG:



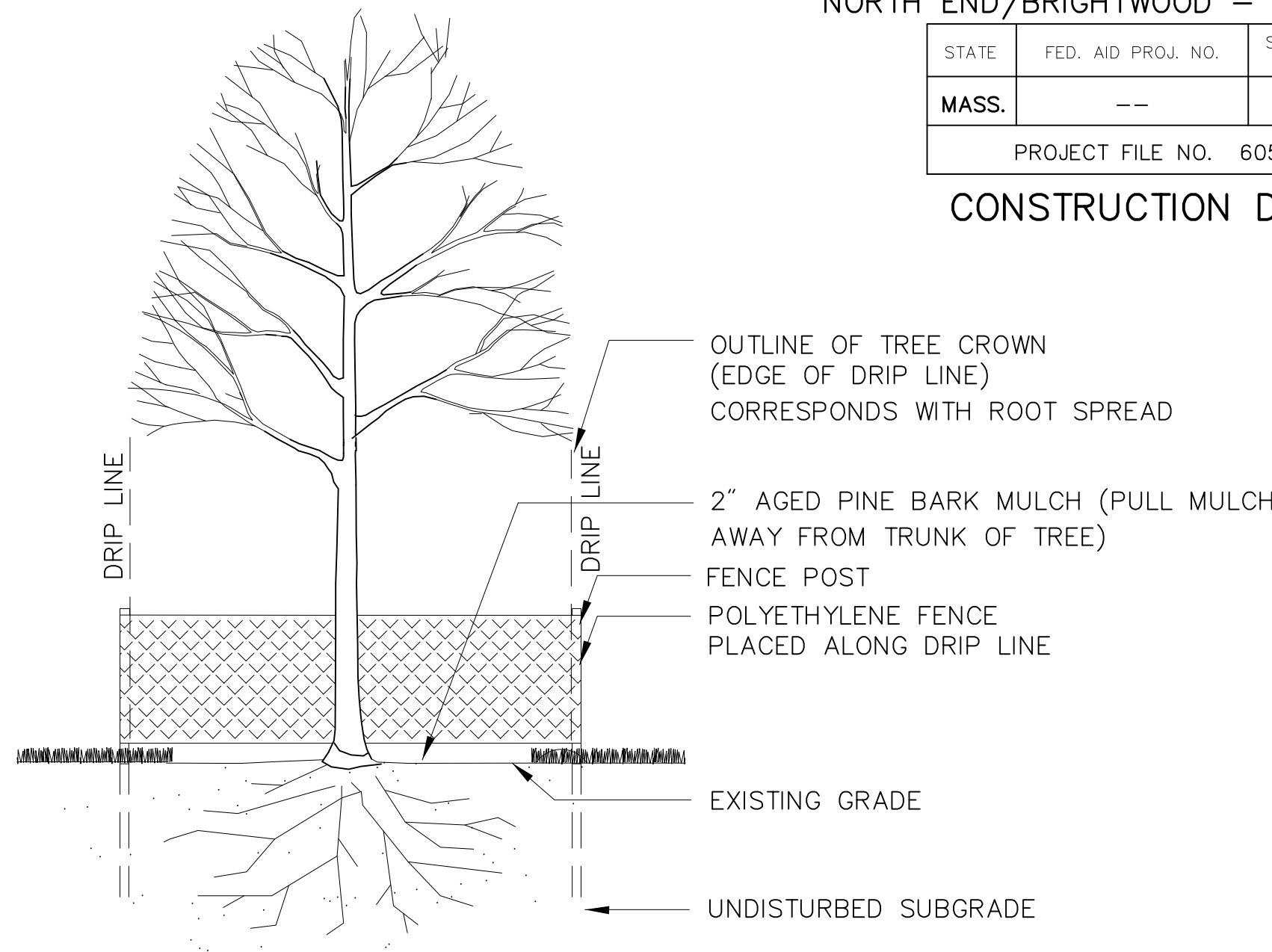
* TOLERANCE FOR CONSTRUCTION ±0.5%

TYPICAL SIDEWALK SECTION WITH
BRICK ACCENT STRIP

SCALE: NOT TO SCALE

DATE:

DWG:

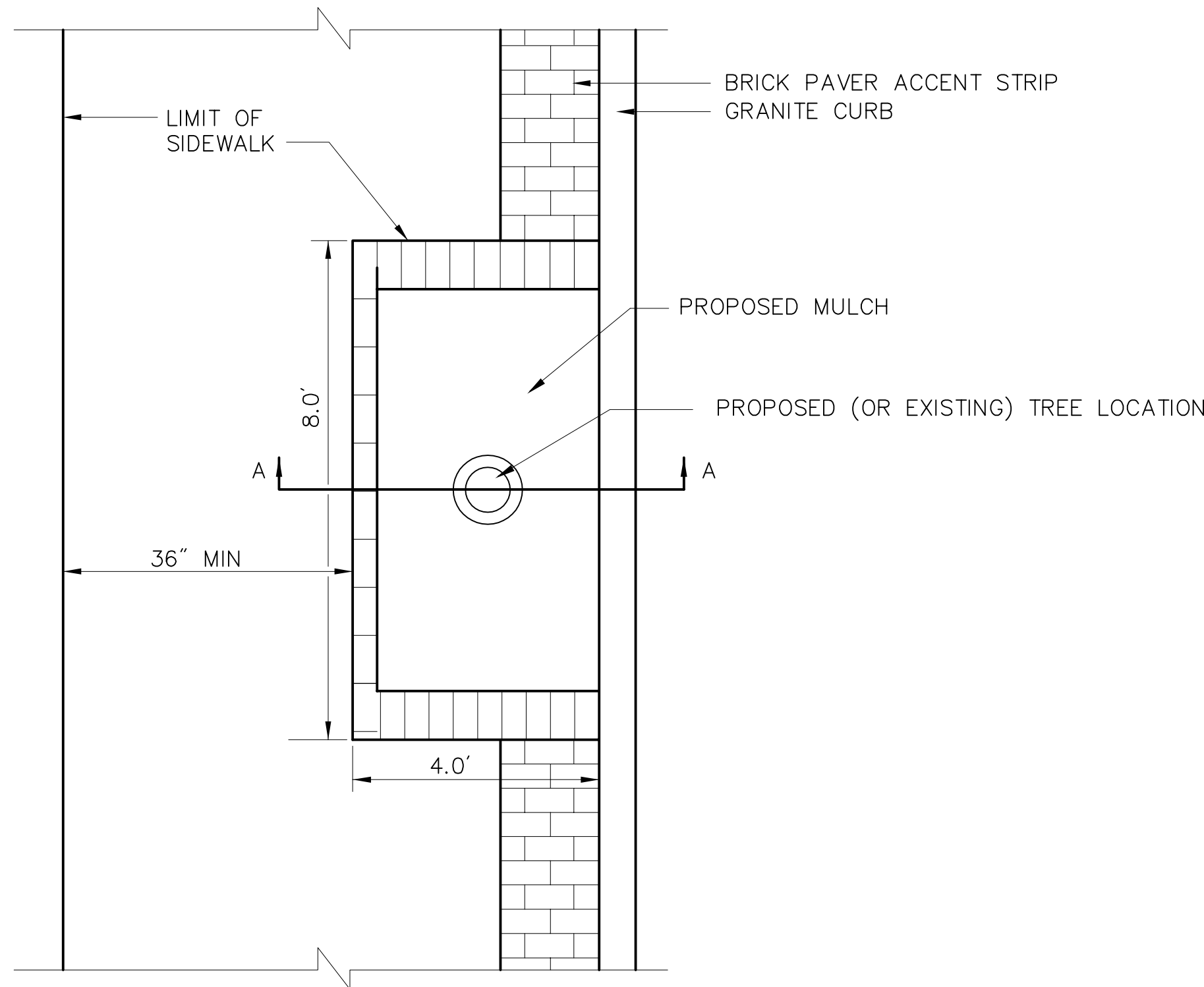


INDIVIDUAL TREE PROTECTION

SCALE: NOT TO SCALE

DATE: MAY 2001

DWG:



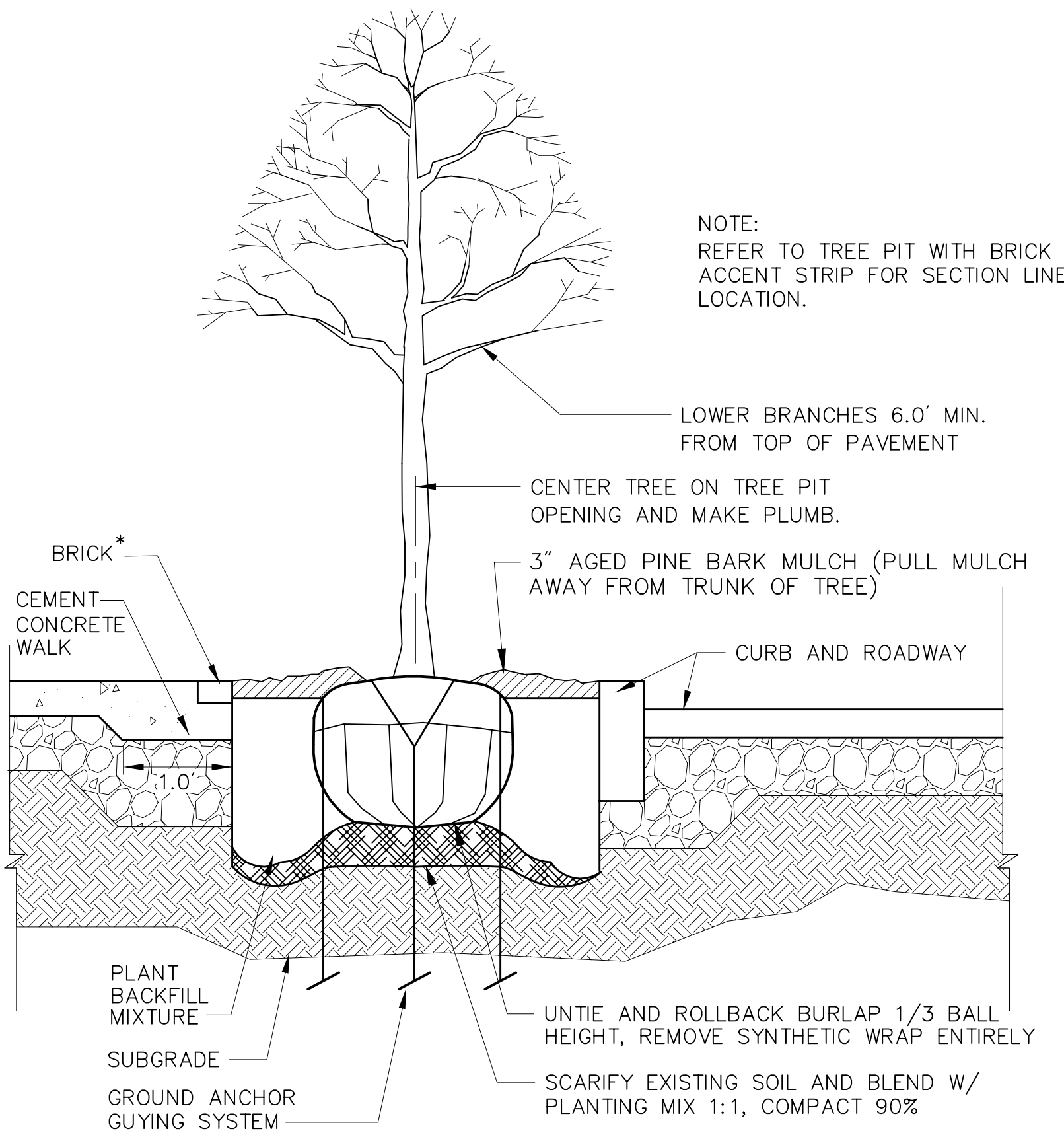
SECTION A-A IS SHOWN ON DETAIL FOR TREE PIT SECTION WITH
BRICK ACCENT STRIP / SECTION A-A.

TREE PIT WITH BRICK ACCENT STRIP

SCALE: NOT TO SCALE

DATE:

DWG:



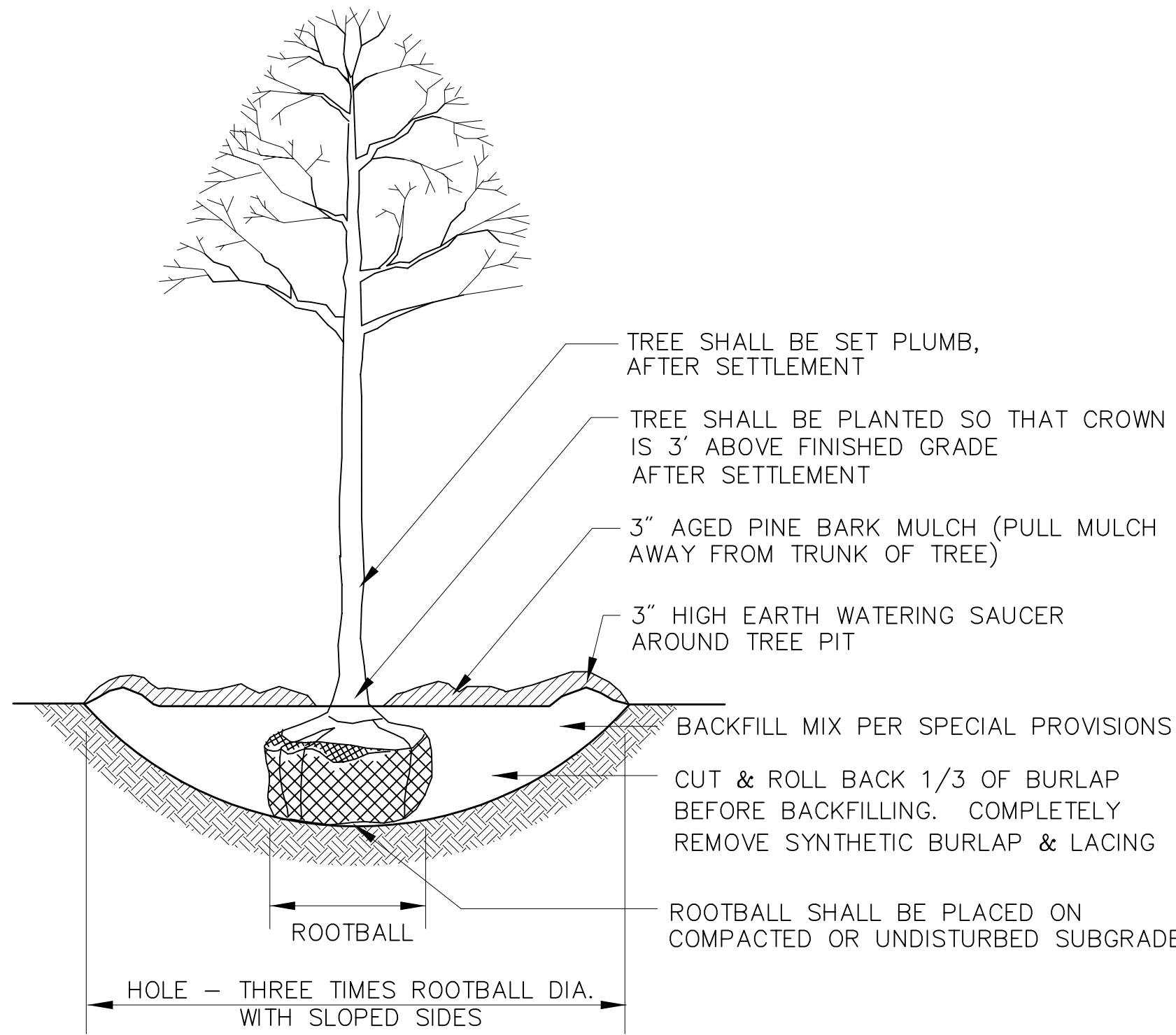
*NOTE: BRICK WILL ONLY BE USED IF IN LOCATIONS OF CEMENT CONCRETE SIDEWALK WITH BRICK ACCENT STRIP.

TREE PIT SECTION WITH BRICK ACCENT
STRIP/ SECTION A-A

SCALE: NOT TO SCALE

DATE: DEC 2008

DWG:



NOTE: WATERING SAUCER SHALL BE FLOODED TWICE
DURING THE FIRST 24 HOURS AFTER PLANTING

TREE PLANTING

SCALE: NOT TO SCALE

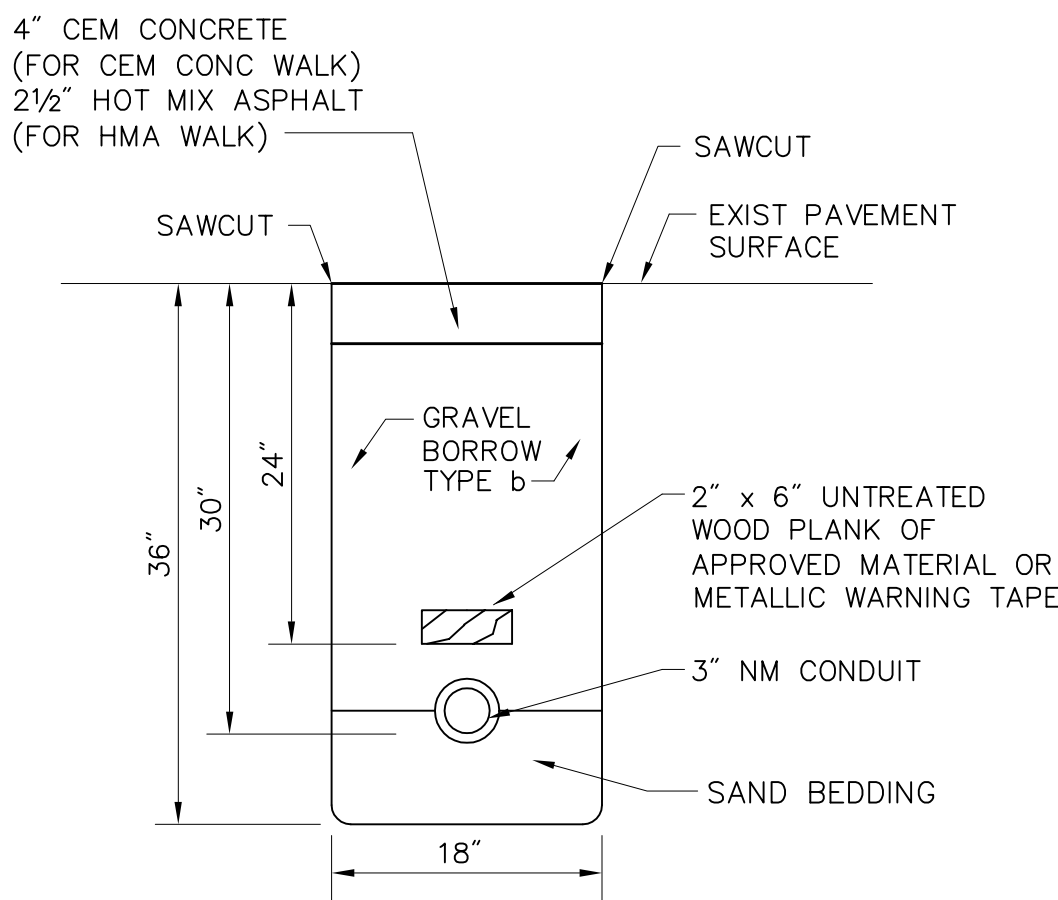
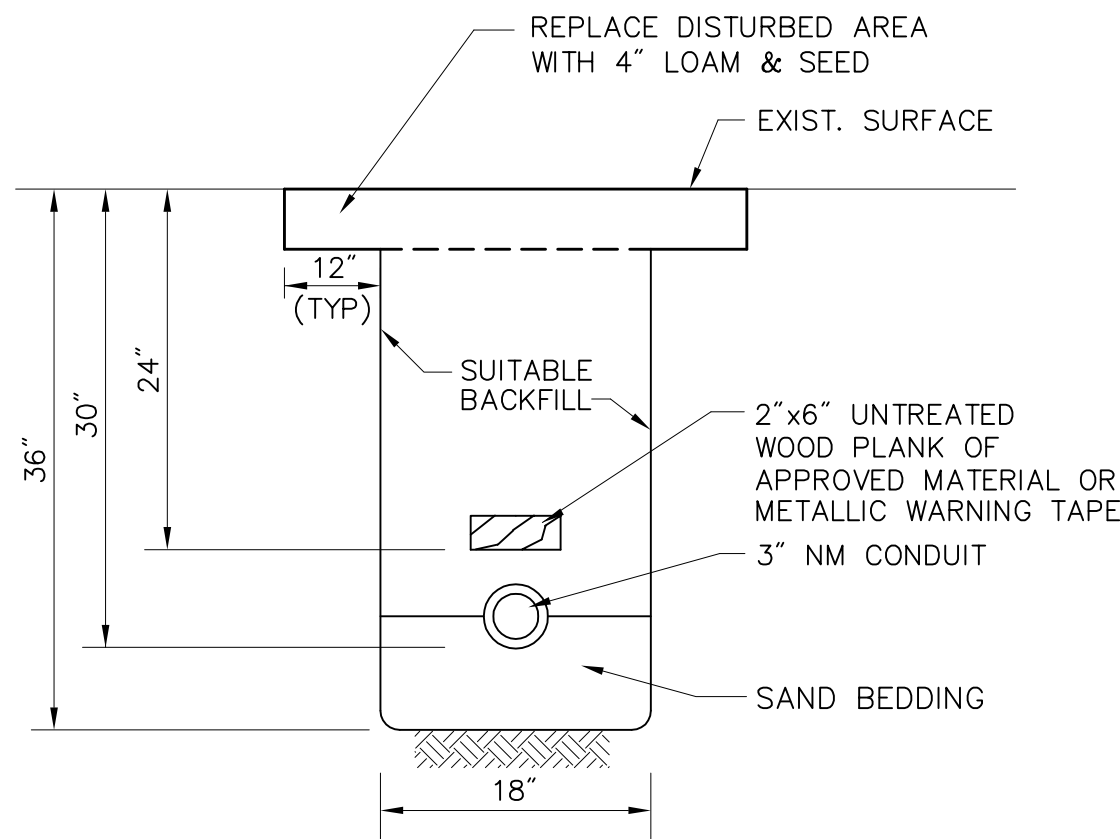
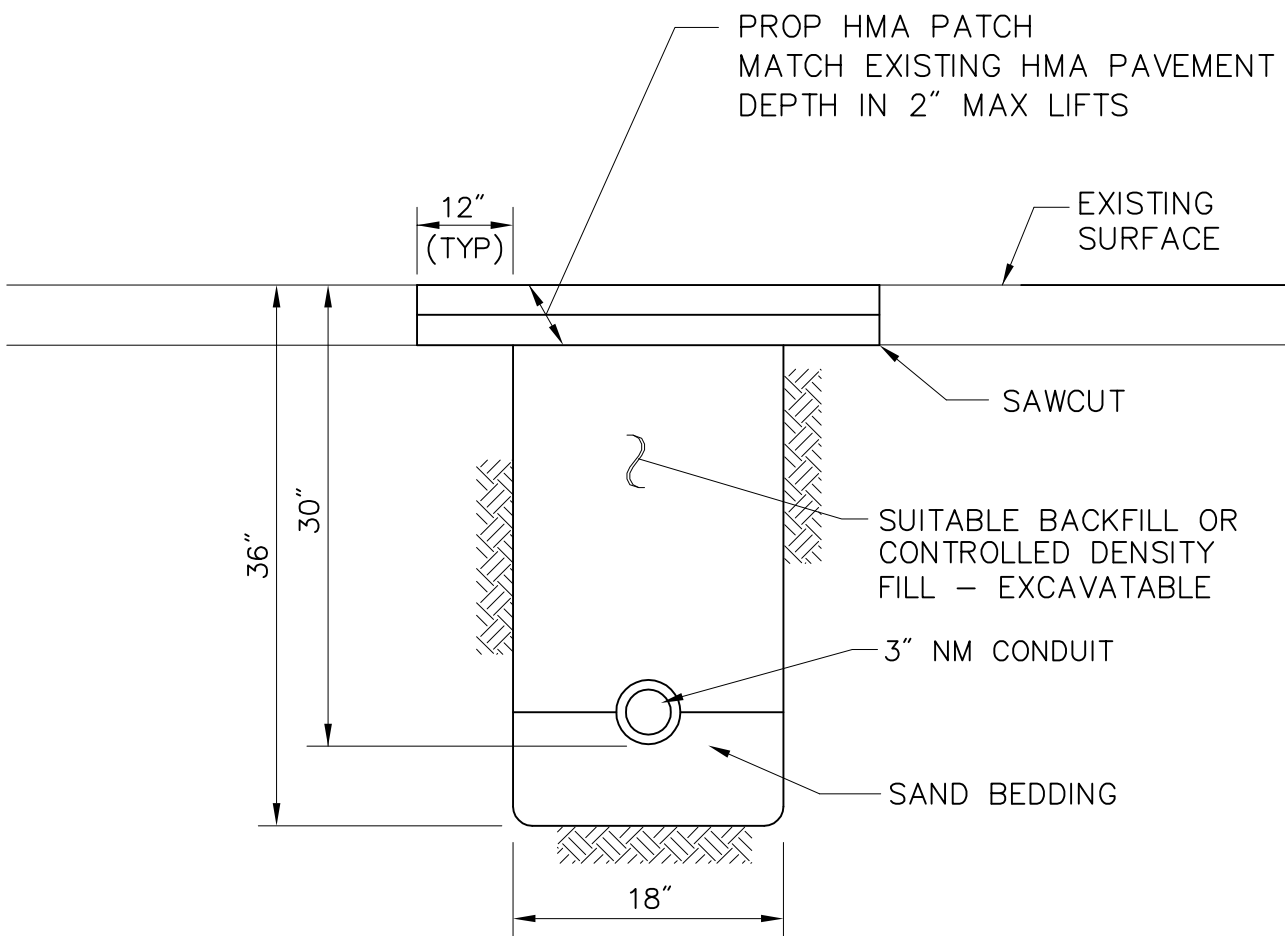
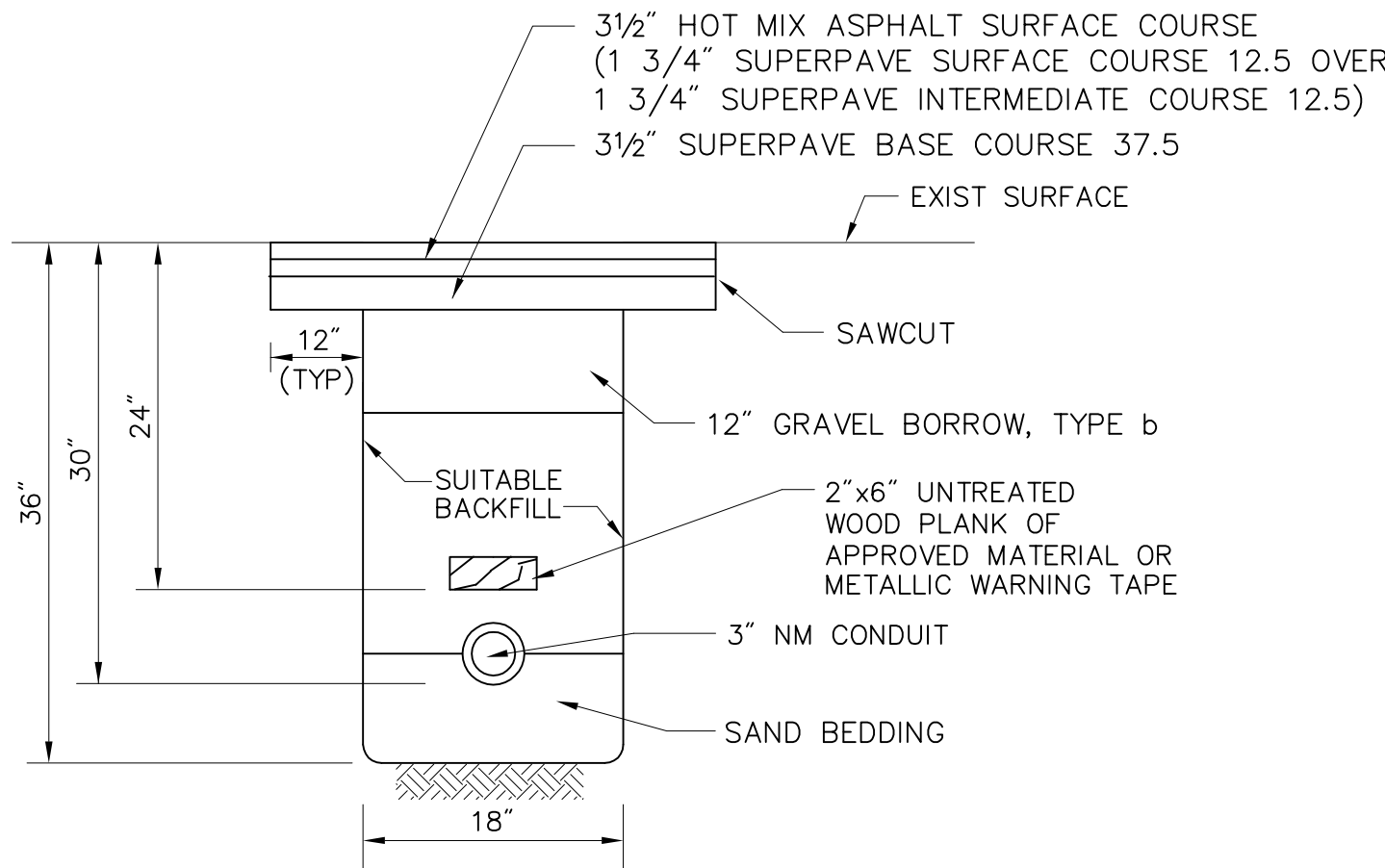
DATE: APRIL 2003

DWG:

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	96	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS



CONDUIT CROSSING ROADWAY
IN FULL DEPTH PAVEMENT

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: TRENCH-02

CONDUIT CROSSING ROADWAY
IN PAVEMENT MILLING & OVERLAY

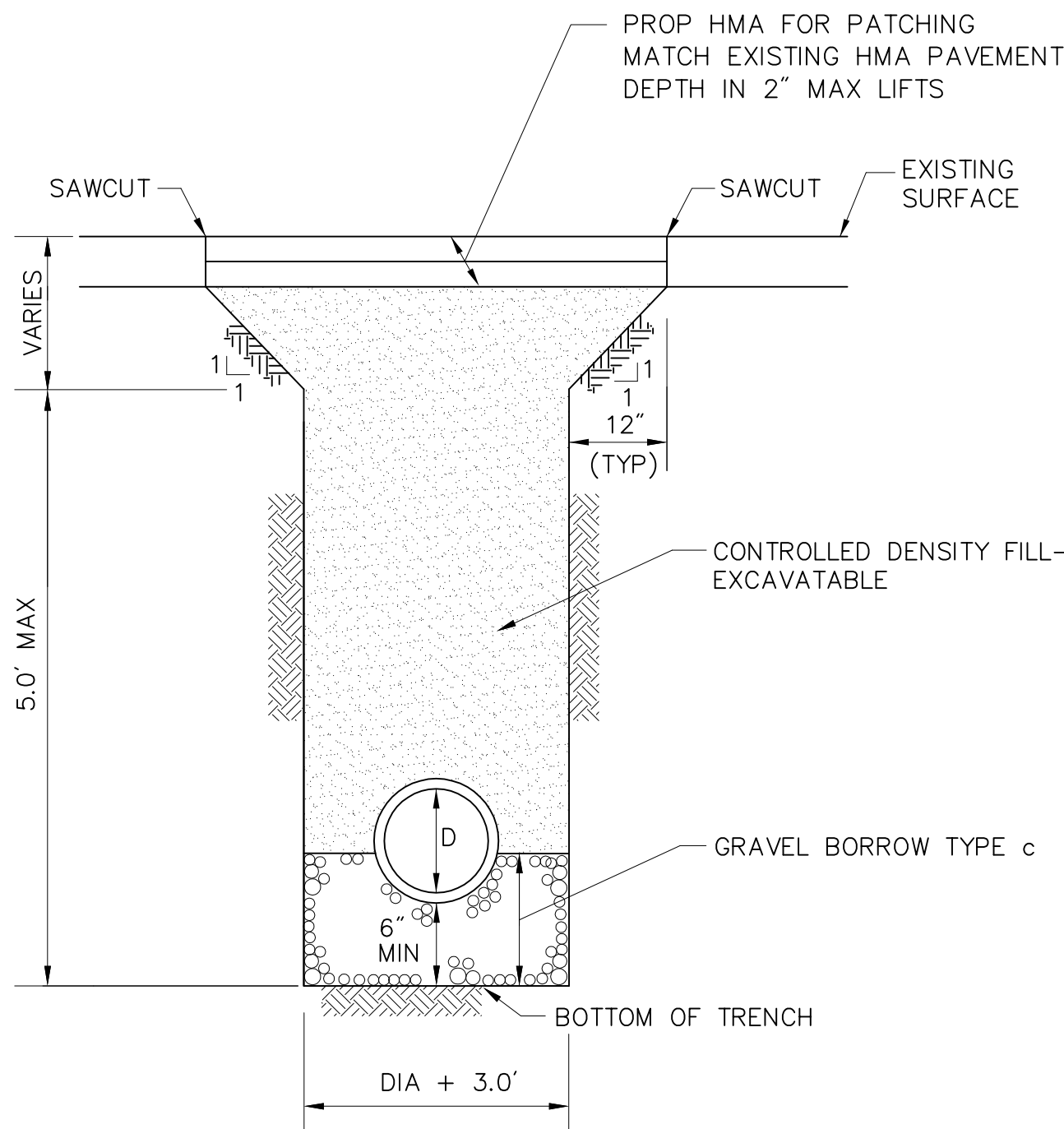
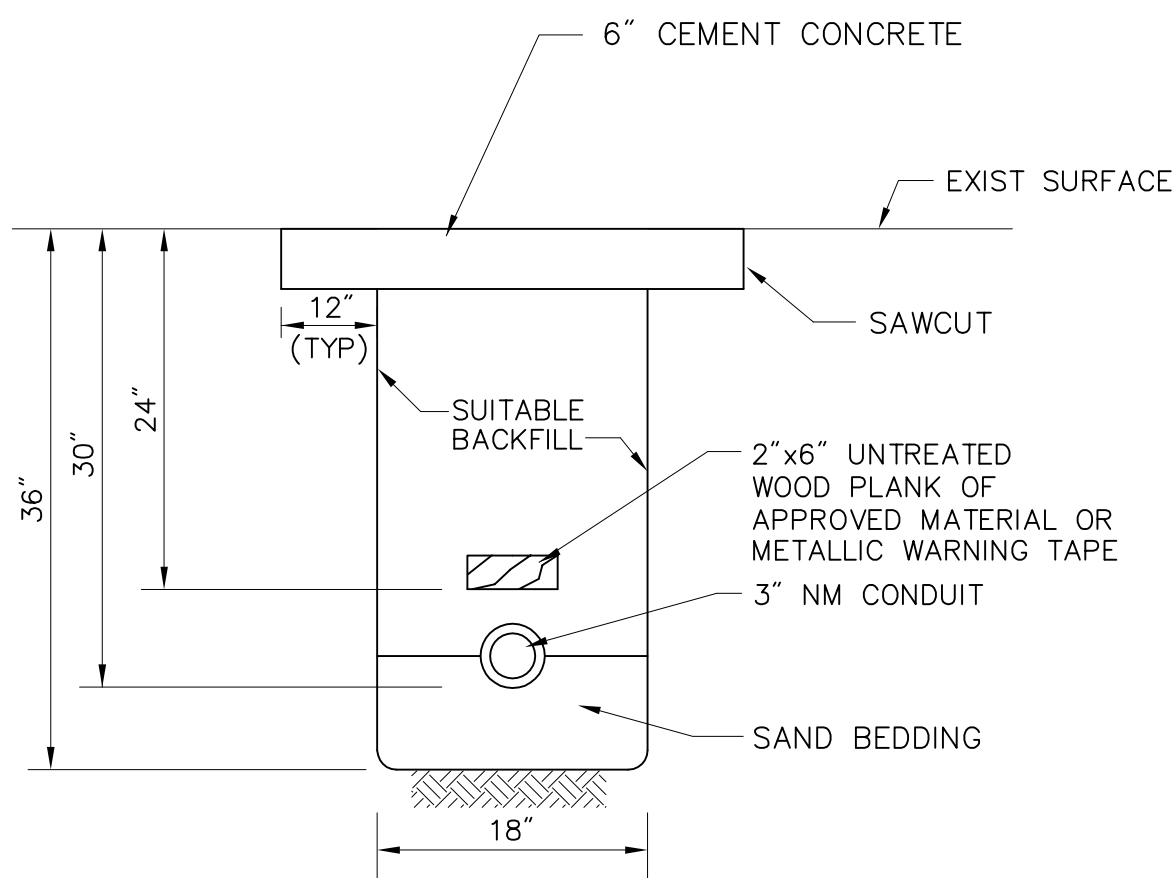
SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: TRENCH-01

CONDUIT IN GRASS

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: TRENCH-02

CONDUIT IN SIDEWALK

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: TRENCH-03



CONDUIT CROSSING
CEMENT CONCRETE DRIVEWAY

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: TRENCH-02

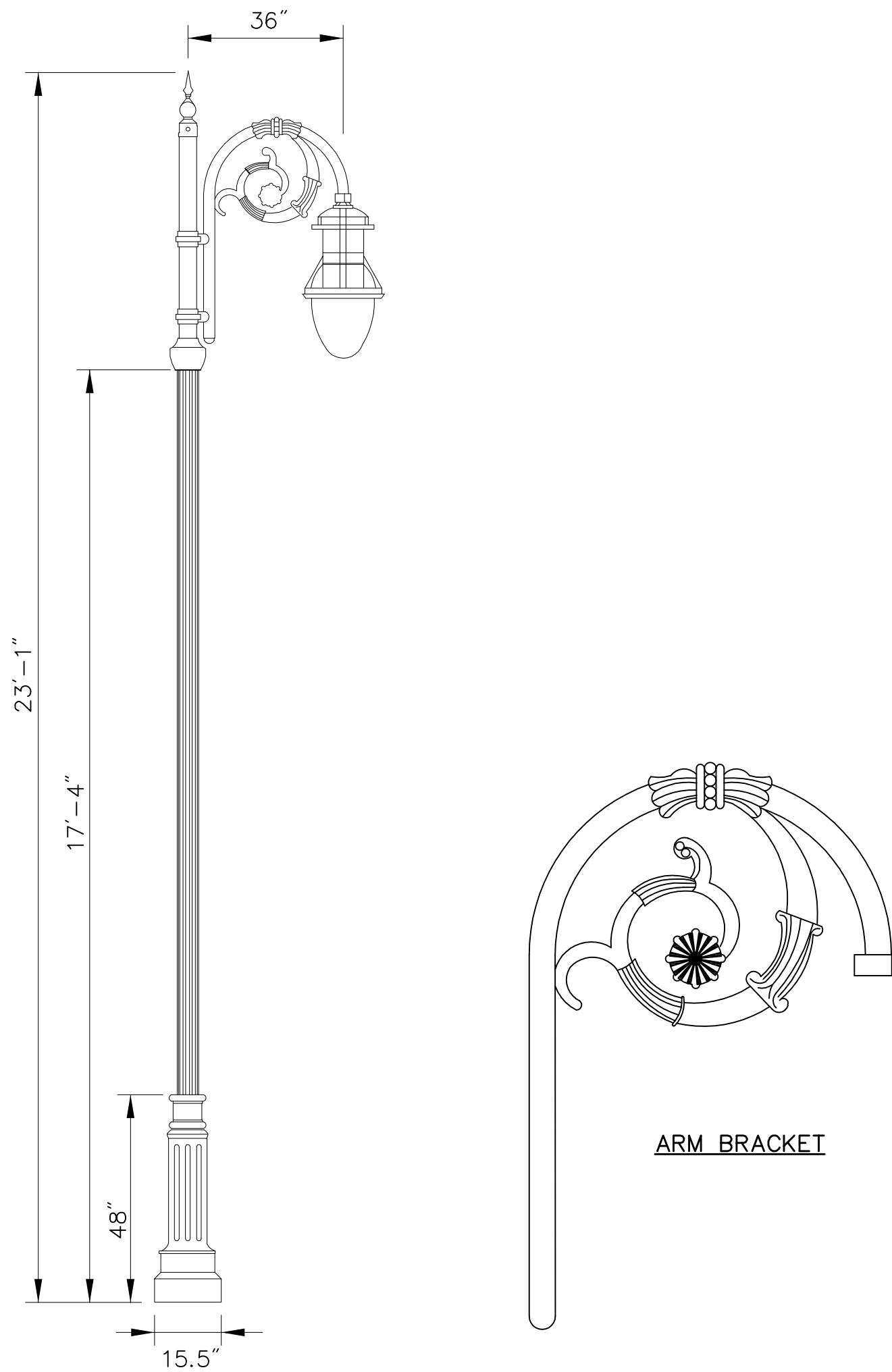
TRENCH DETAIL FOR PIPE IN
PAVEMENT MILLING & OVERLAY

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: TRENCH-04

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	97	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS

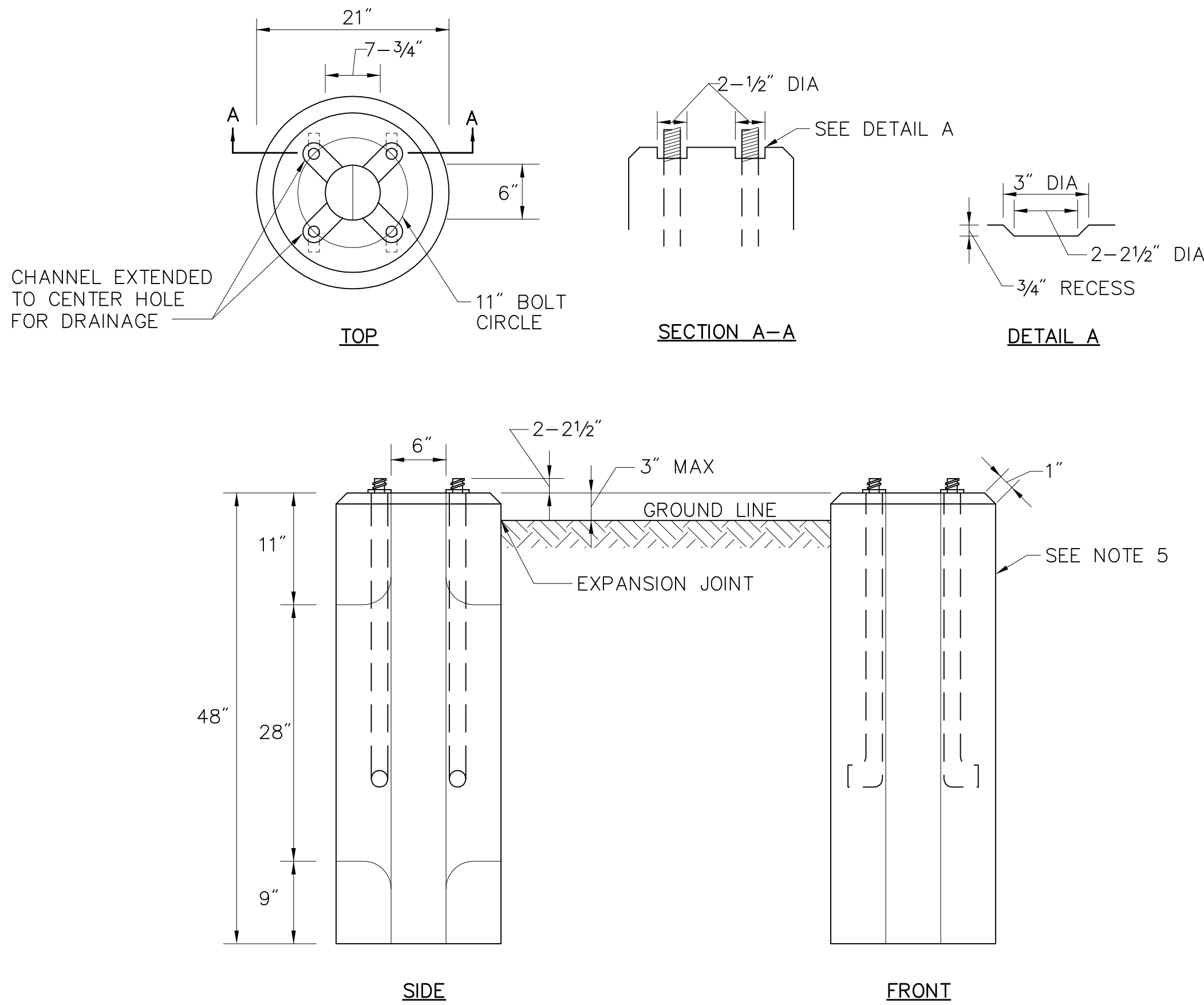


STREET LIGHTING NOTES:

1. WESTERN MASS ELECTRIC CO. (WMECO) WILL REMOVE ALL EXISTING STREET LIGHT POLES LABELED "REM EXIST LP".
2. WHERE NEW STREET LIGHT POLES ARE PROPOSED OVER EXISTING LIGHT POLES, WMECO WILL REMOVE THE UNDERGROUND ELECTRIC CABLE AND INSTALL A PULL STRING.
3. THE CONTRACTOR SHALL REMOVE ALL EXISTING BASE FOUNDATIONS.
4. THE CONTRACTOR SHALL INSTALL ALL NEW BASE FOUNDATIONS, BENDS AND TIE OFF PULL STRINGS, WHERE APPROPRIATE.
5. THE CONTRACTOR SHALL INSTALL ALL NEW CONDUIT AS SHOWN ON THE PLANS. WESTERN MASS ELECTRIC CO. WILL PROVIDE A 12" STUB FROM EXISTING MANHOLES FOR CONNECTION TO THE NEW CONDUIT.
6. THE CONTRACTOR SHALL SWEEP THE CONDUIT INTO ALL NEW BASE FOUNDATIONS.
7. WMECO WILL SUPPLY AND INSTALL THE NEW LIGHT POLES AND FIXTURES.

DECORATIVE LIGHT POLE ARM BRACKET AND
LUMINAIRE (SUPPLIED & INSTALLED BY CITY/WMECO)

SCALE: NOT TO SCALE
DATE: FEB 2007
DWG:



NOTES:

1. CONCRETE AND CONCRETE DESIGN SHALL BE IN ACCORDANCE WITH ACI 318-1986.
2. FINAL 28-DAY CONCRETE STRENGTH SHALL BE 5000 PSI.
3. ANCHOR BOLTS TO BE STEEL PER ASTM A36-1987E1, 3/4" X 24" WITH 3" LEG, ROLLED THREADS PREFERRED, 4" THREAD, WITH GALVANIZED HEX NUT AND ROUND FLAT GALVANIZED WASHER. THREADED END TO BE GALVANIZED A MINIMUM OF 6 INCHES.
4. THE 6 INCH HANDHOLE AT CENTER OF BOLT CIRCLE PROJECTS INTO A 6 INCH WIDE SLOT 28 INCHES HIGH THROUGH THE BASE.
5. MANUFACTURER'S IDENTIFICATION AND MONTH/YEAR WHEN MANUFACTURED SHALL BE LEGIBLY MARKED IN/ON CONCRETE WITHIN 3 INCHES OF TOP.
6. NUSCO SC 0415436 SHALL BE WRITTEN ON SIDE OF BASE WITH AN INDELIBLE MARKER.

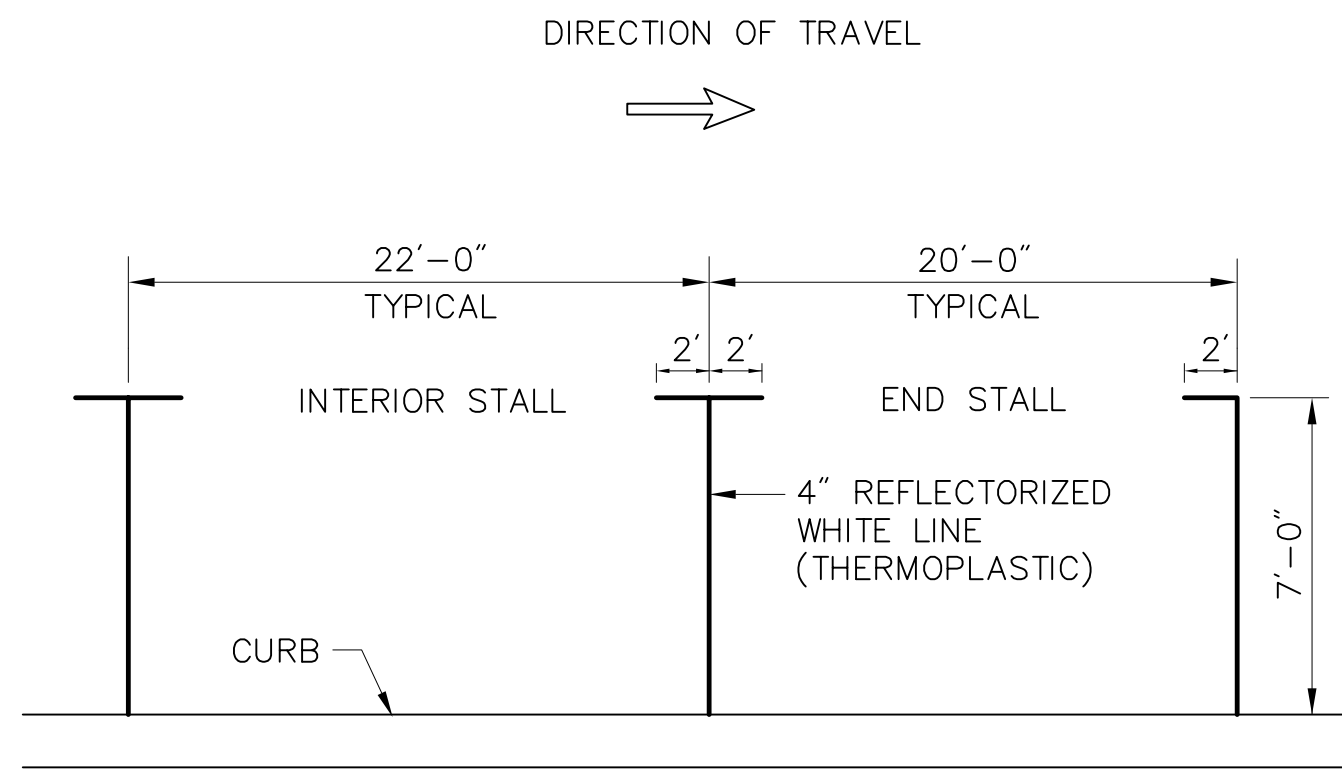
BASE DECORATIVE LIGHT POLE
PRECAST CONCRETE – ROUND

SCALE: NOT TO SCALE
DATE: FEB 2007
DWG:

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

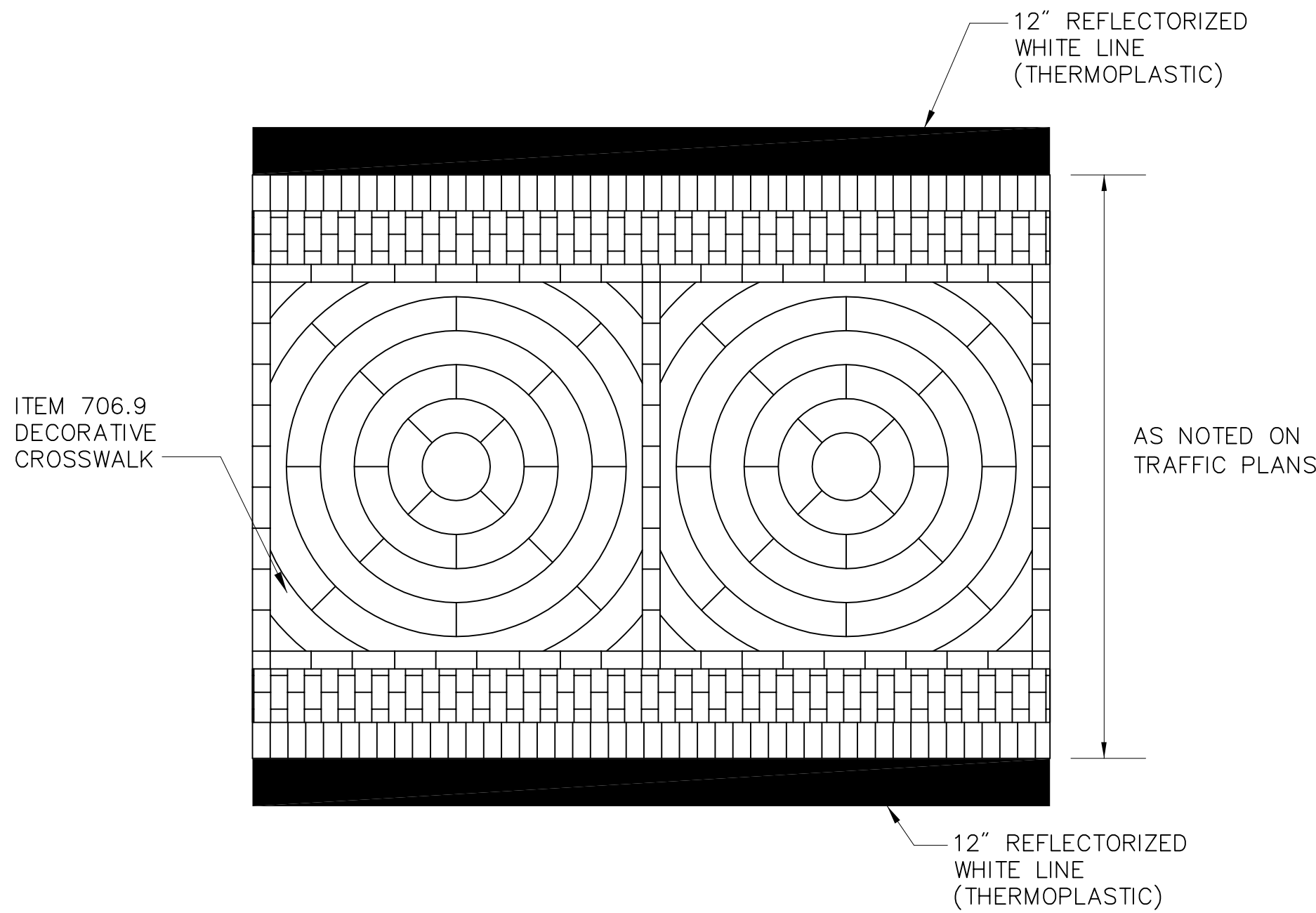
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	98	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS



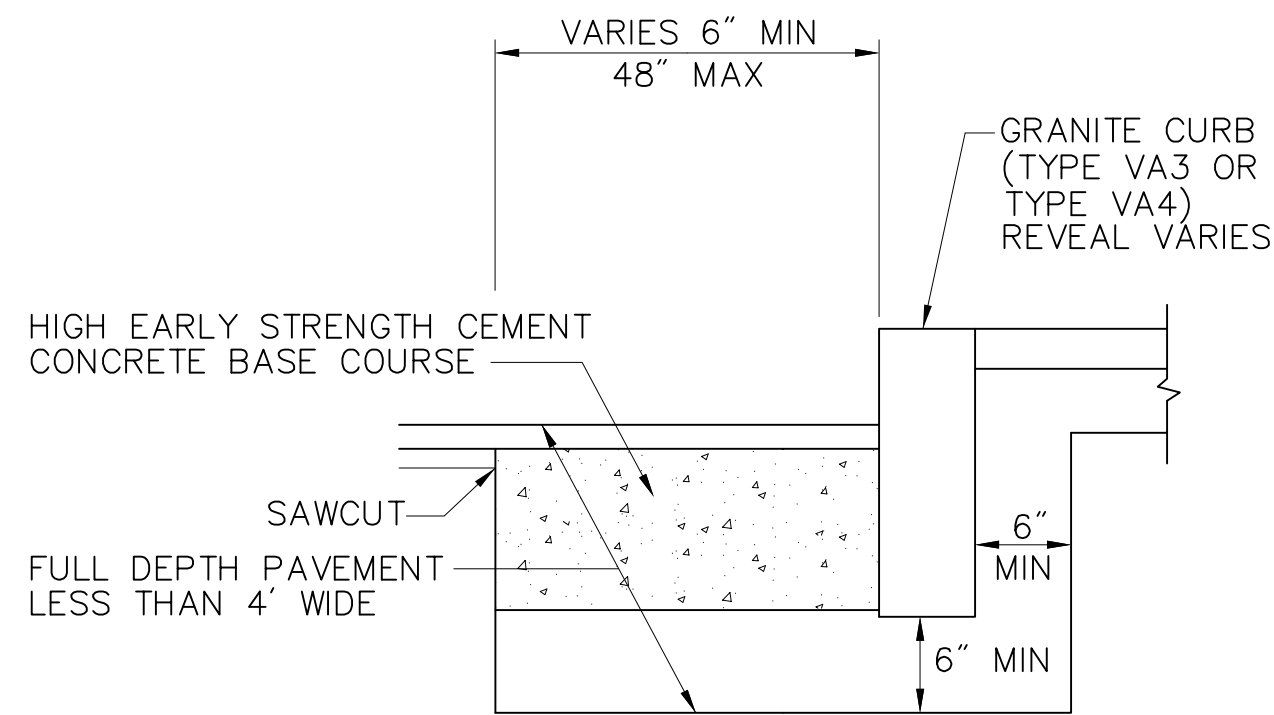
PARKING STALL MARKINGS

SCALE: NOT TO SCALE
DATE:
DWG:



DECORATIVE STAMPED PAVEMENT CROSSWALK

SCALE: NOT TO SCALE
DATE:
DWG:

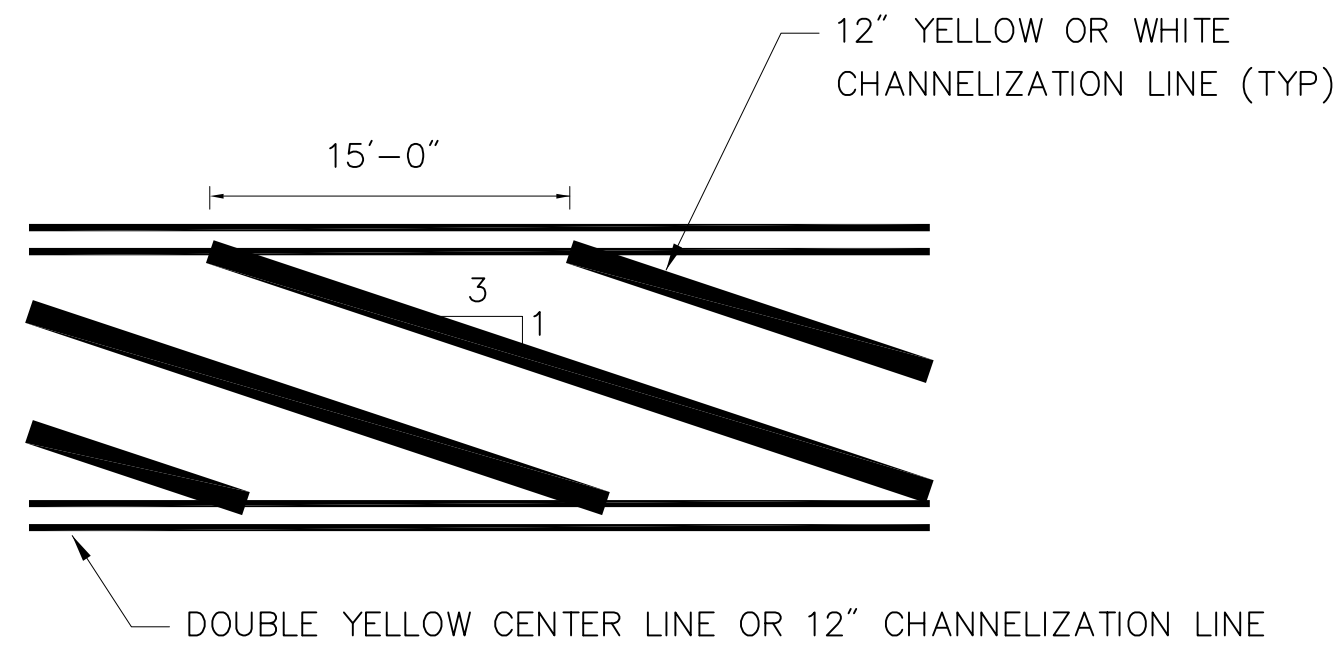


NOTES:

1. 6" CEMENT CONCRETE SHALL BE INCLUDED IN THE PRICE BID FOR GRANITE CURB.

GRANITE CURB IN FULL DEPTH PAVEMENT LESS THAN 4' WIDE

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: CURB-06

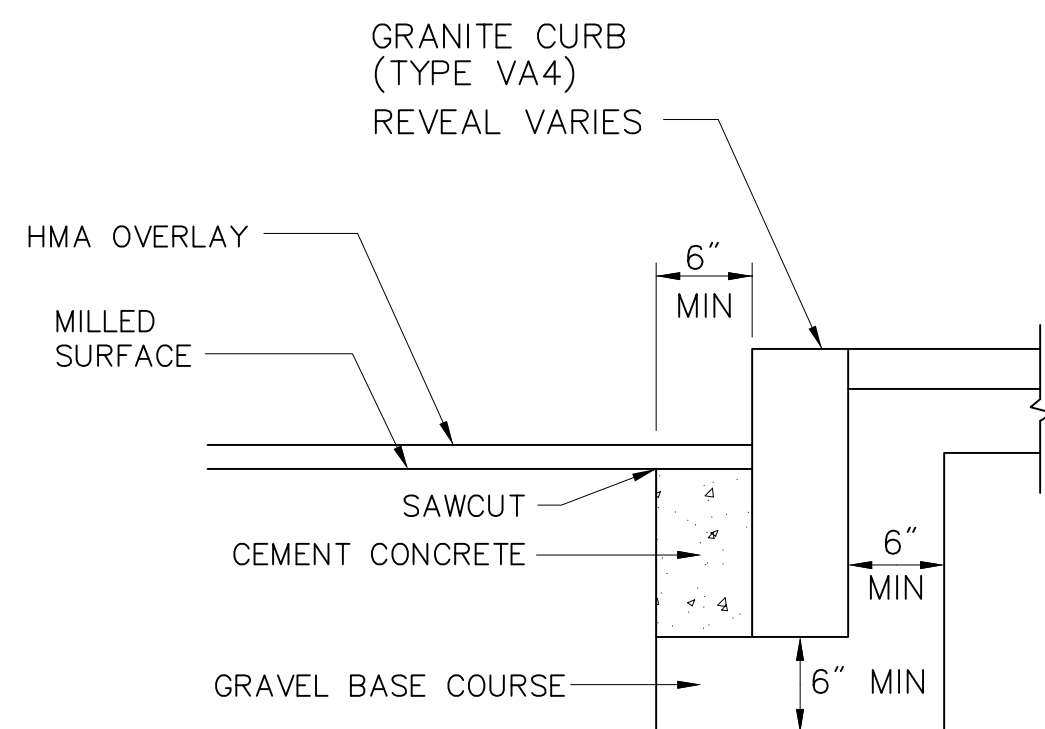


NOTES:

1. ALL 12" THERMOPLASTIC LINES SHALL BE APPLIED IN ONE APPLICATION, NO COMBINATION OF LINES (TWO – 6" LINES) WILL BE ACCEPTED.
2. LAYOUT OF GORE LINES SHALL BE APPROVED BY A MASSDOT ENGINEER PRIOR TO APPLICATION OF THERMOPLASTIC.
3. ALL GORE LINES INSTALLED SHALL CONFORM TO THE RELEVANT PROVISIONS OF THE MASSACHUSETTS DOT – HIGHWAY DIVISION "STANDARD SPECIFICATION FOR HIGHWAY AND BRIDGES" DATED 1988, SECTION 860 FOR REFLECTORIZED LINE (THERMO-PLASTIC) & MATERIAL M7.01.20, LATEST REVISIONS.

GORE AREA PAVEMENT MARKINGS

SCALE: NOT TO SCALE
DATE: DECEMBER 2008
DWG: PM-09



NOTES:

1. CONCRETE SHALL BE INCLUDED IN PRICE BID FOR GRANITE CURB OR GRANITE CURB REMOVED AND RESET.
2. SAWCUT 6" FROM CURB LINE AND REMOVE EXISTING PAVEMENT AND GRAVEL. REPLACE WITH CEMENT CONCRETE.
3. ANY DESIGNATED CEMENT CONCRETE THAT IS ACCEPTABLE UNDER SECTION M4 OF THE STANDARD SPECIFICATIONS MAY BE USED. ALL TEST REQUIREMENTS ARE WAIVED. HOT MIX ASPHALT SHALL NOT BE USED AS A SUBSTITUTE.

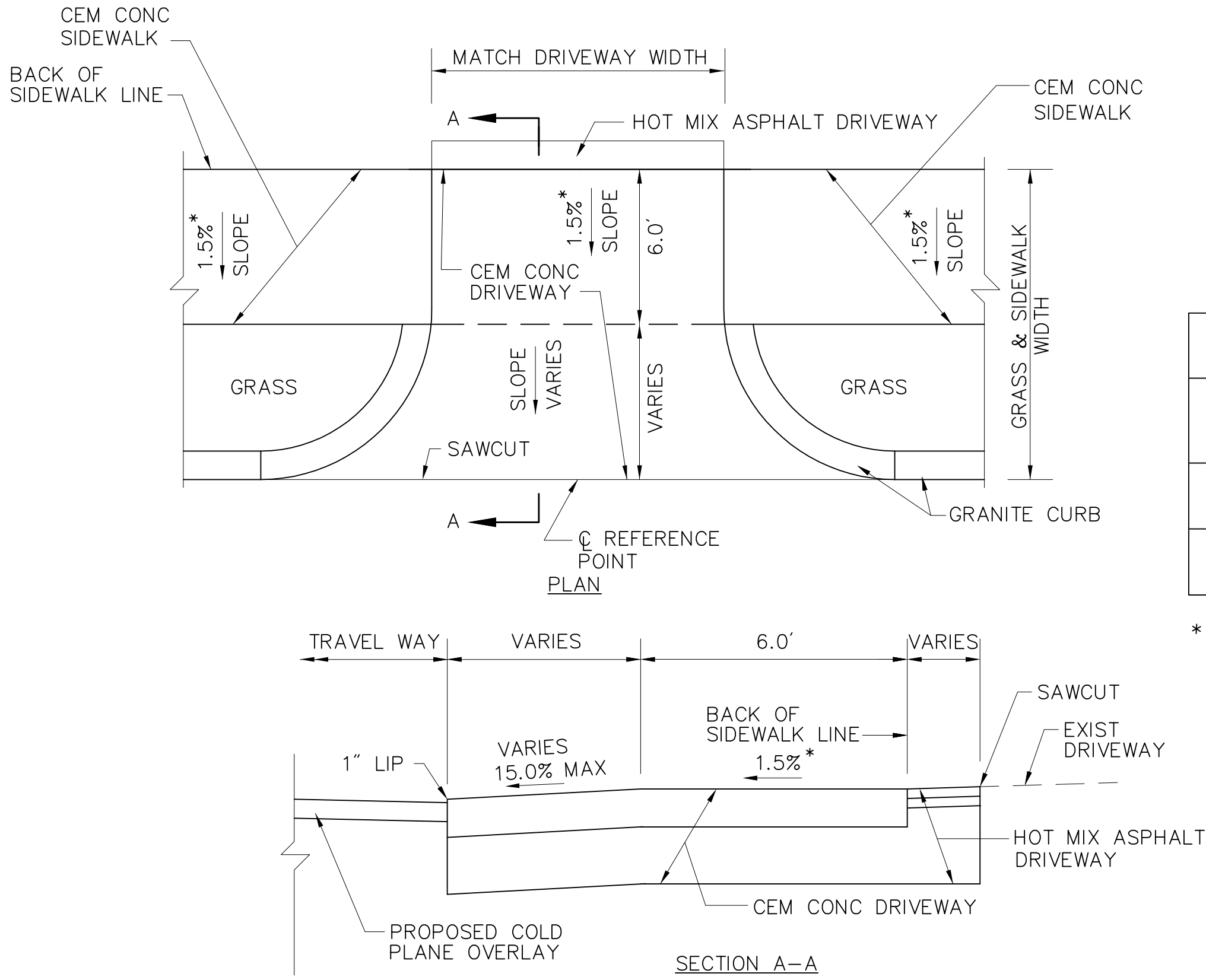
GRANITE CURB IN MICROMILL AND PAVEMENT OVERLAY

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: CURB-04

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	99	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS

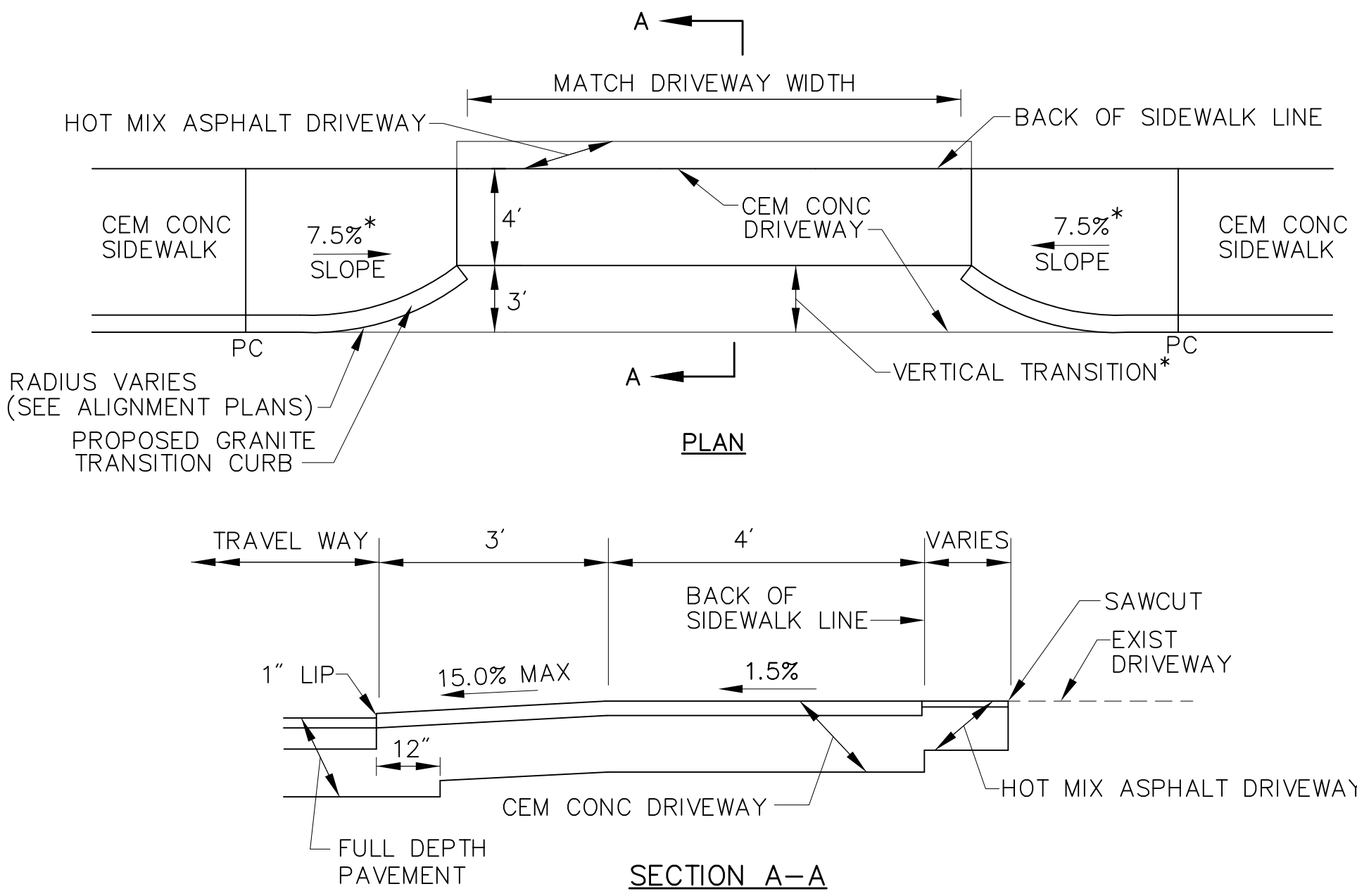


TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK				
BASELINE/ STATION	ROADWAY GUTTER	GRASS & SIDEWALK WIDTH	LEFT SIDE TRANSITION	RIGHT SIDE TRANSITION
92+25 RT	0.40%	8.57'	—	—
93+85 RT	0.40%	9.74'	—	—

* TOLERANCE FOR CONSTRUCTION ±0.5%

TYPICAL DRIVEWAY WITH SIDEWALK,
GRASS STRIP AND GRANITE CURB

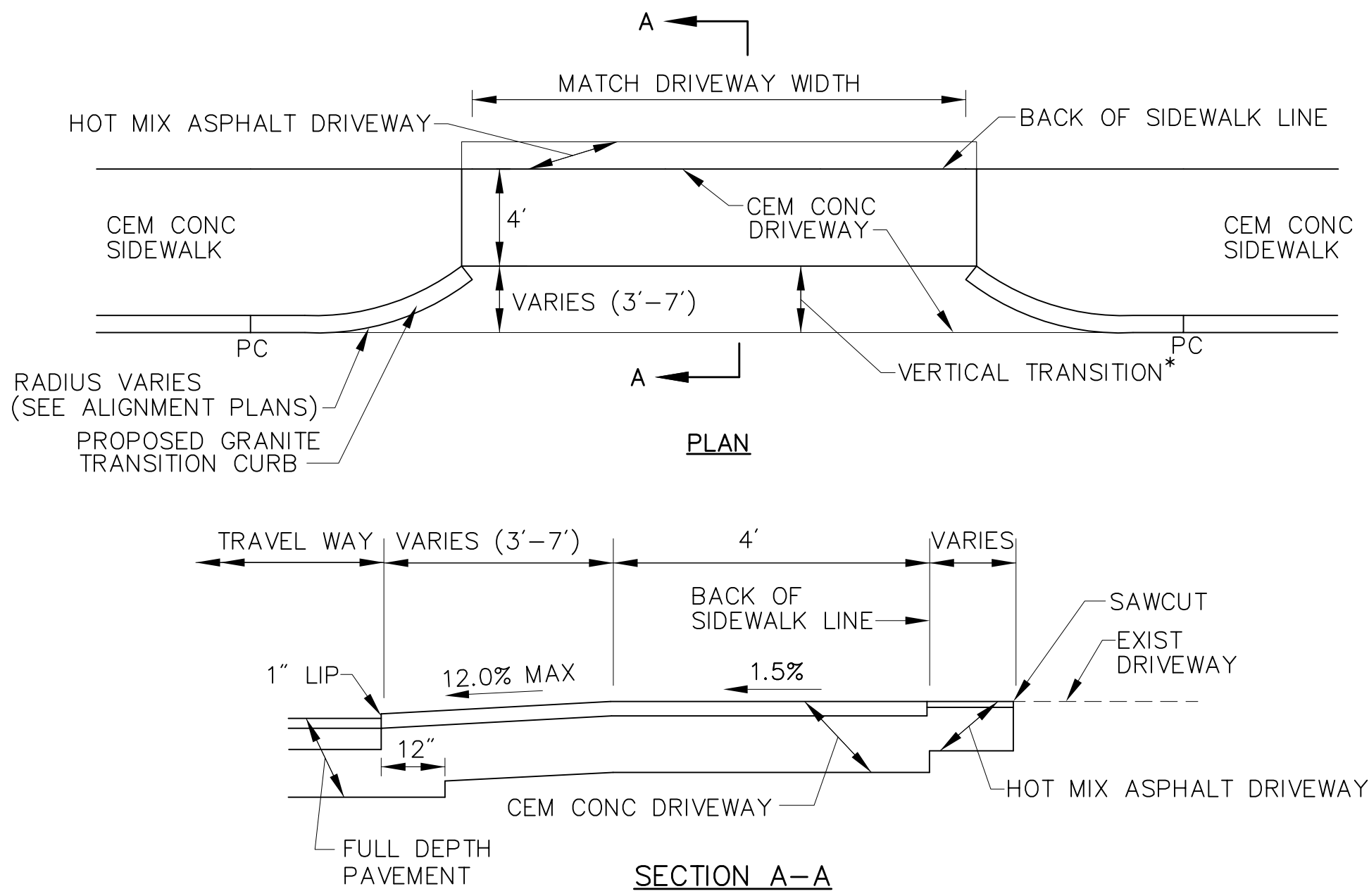
SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: DRIVE-06



TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK				
BASELINE/ STATION	ROADWAY GUTTER	SIDEWALK WIDTH	LEFT SIDE TRANSITION	RIGHT SIDE TRANSITION
616+40 RT	-0.40%	10.0'	6.5'	6.5'
620+20 LT	0.54%	7.0'	6.5'	6.5'
626+50 LT	0.60%	9.5'	0'	6.5'

* TOLERANCE FOR CONSTRUCTION ±0.5%

NOTE: DRIVEWAY AND SIDEWALK SLOPED TO
MEET AT 1/2 OF THE CURB REVEAL



* TOLERANCE FOR CONSTRUCTION ±0.5%

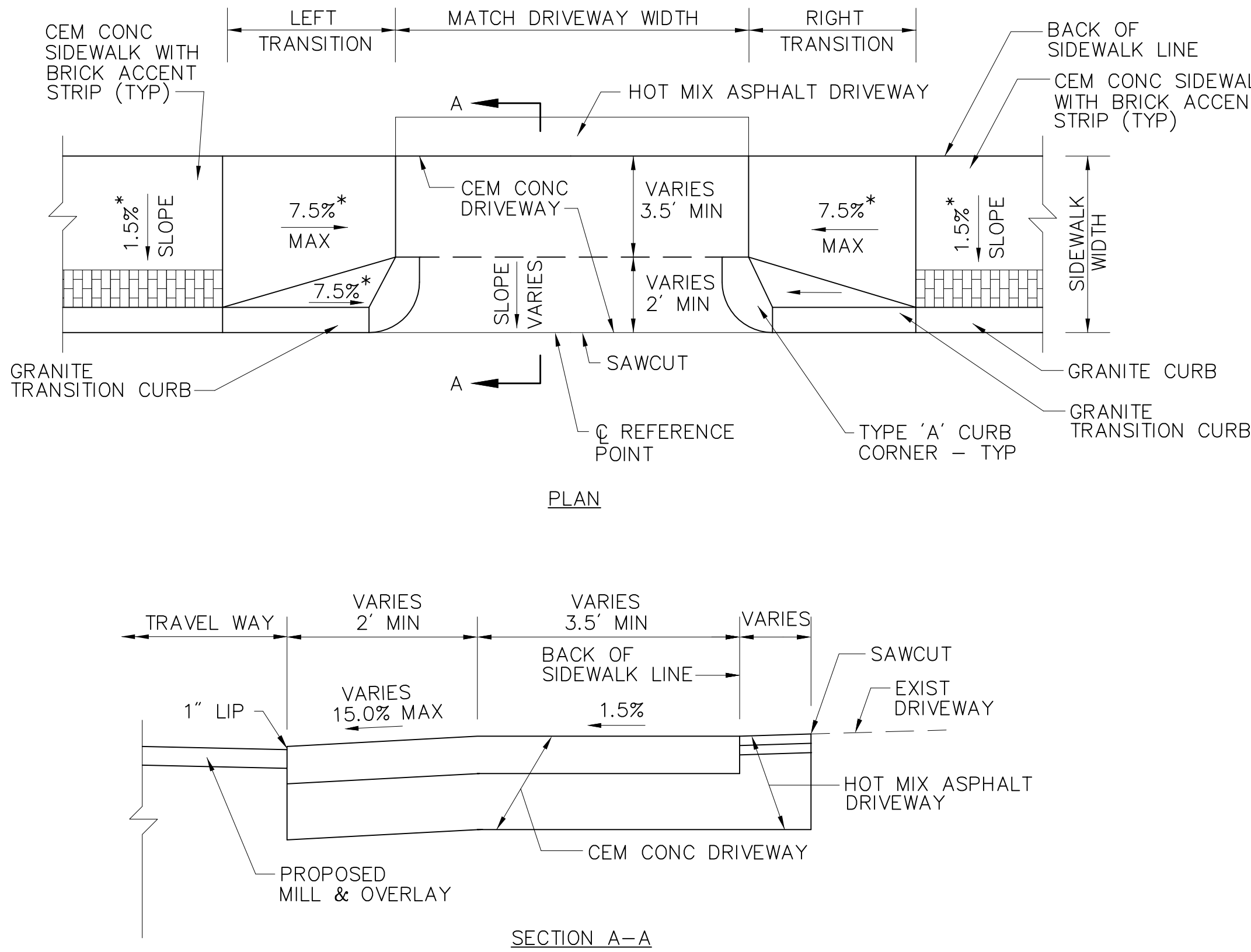
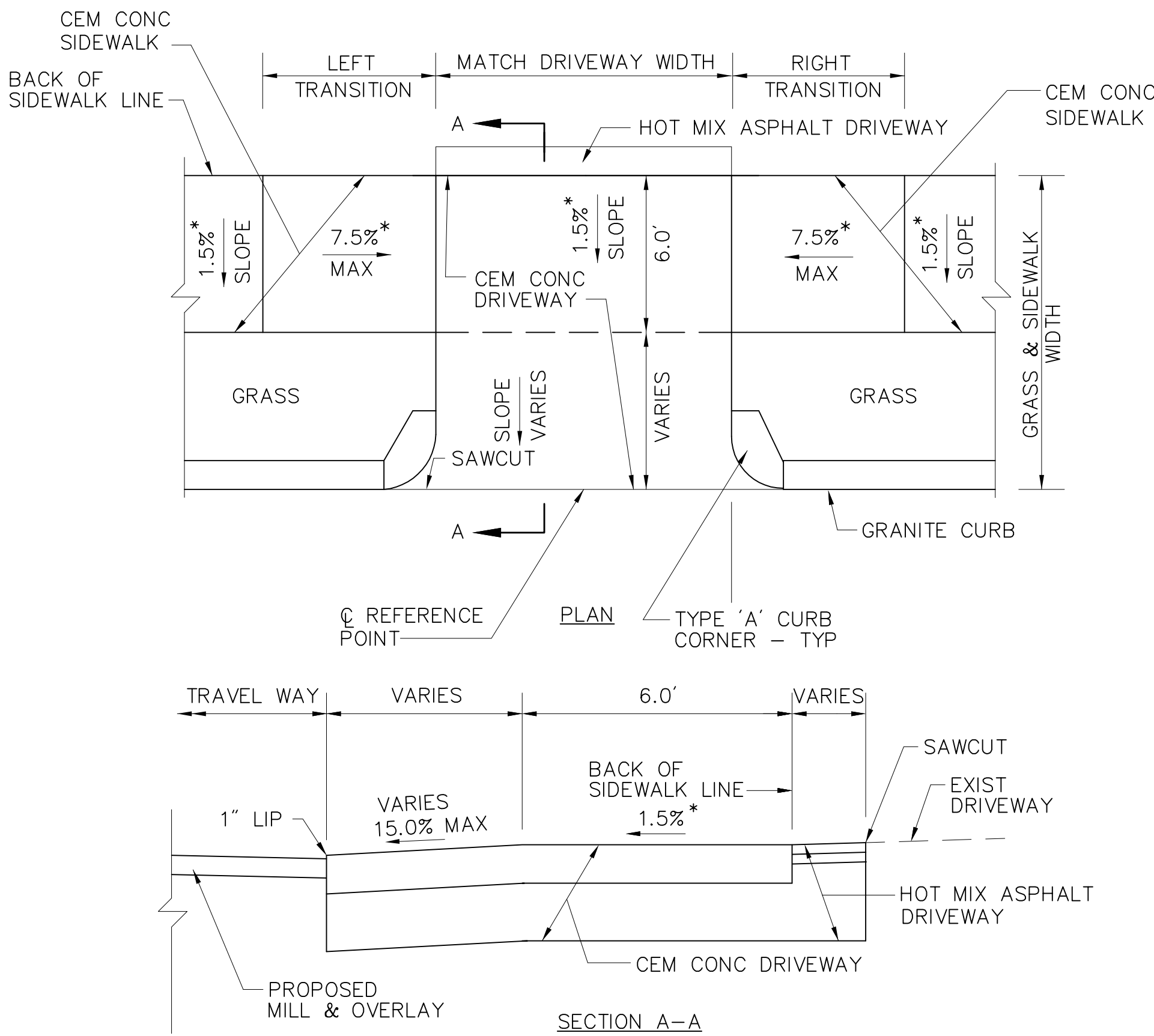
TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK				
BASELINE/ STATION	ROADWAY GUTTER	SIDEWALK WIDTH	LEFT SIDE TRANSITION	RIGHT SIDE TRANSITION
106+75 RT	HP AT DRIVE	7.0'	0'	0'
107+32 LT	0.70%	11.0'	0'	0'

NOTE: ONLY DRIVEWAY IS SLOPED. SIDEWALK
GRADE SHALL BE RETAINED.

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	100	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS



TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK				
BASELINE/ STATION	ROADWAY GUTTER	GRASS & SIDEWALK WIDTH	LEFT SIDE TRANSITION	RIGHT SIDE TRANSITION
50+50 RT	0.42%	14.1'	—	—
51+13.43 RT	HP AT DRIVE	13.1'	—	—
59+03.49 RT	0.52%	9.95'	—	—
74+77.59 LT	0.96%	18.52'	—	—
75+00 RT	0.45%	16.44'	—	—
76+61.55 LT	0.40%	18.01'	—	—
80+74.08 RT	0.73%	9.75'	—	—
94+40.61 LT	HP AT DRIVE	9.90'	—	—
96+29.71 LT	0.40%	9.67'	—	—
99+82.80 LT	HP AT DRIVE	10.27'	—	—
101+82.23 LT	HP AT DRIVE	10.27'	—	—
400+95.02 RT	0.40%	10.00'	—	—
401+01.29 LT	0.40%	12.88'	—	—
401+74.26 LT	HP AT DRIVE	12.88'	—	—

* TOLERANCE FOR CONSTRUCTION ±0.5%

	TYPICAL DRIVEWAY WITH SIDEWALK, GRASS STRIP AND GRANITE CURB CORNER
	SCALE: NOT TO SCALE
	DATE: APRIL 2003
	DWG: DRIVE-06

TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK				
BASELINE/ STATION	ROADWAY GUTTER	GRASS & SIDEWALK WIDTH	LEFT SIDE TRANSITION	RIGHT SIDE TRANSITION
401+81.33 RT	HP AT DRIVE	12.88'	—	—
402+59.06 LT	0.40%	12.88'	—	—
500+72 LT	0.56%	11.92'	—	—
501+28.81 LT	0.90%	10.97'	—	—
501+62.13 LT	0.78%	10.95'	—	—
502+00.87 RT	0.78%	10.98'	—	—
502+11.63 LT	0.86%	10.93'	—	—
502+67.69 RT	0.86%	11.05'	—	—
502+74.03 LT	0.86%	10.94'	—	—
503+16.58 LT	0.84%	10.90'	—	—
503+18.78 RT	0.84%	11.07'	—	—

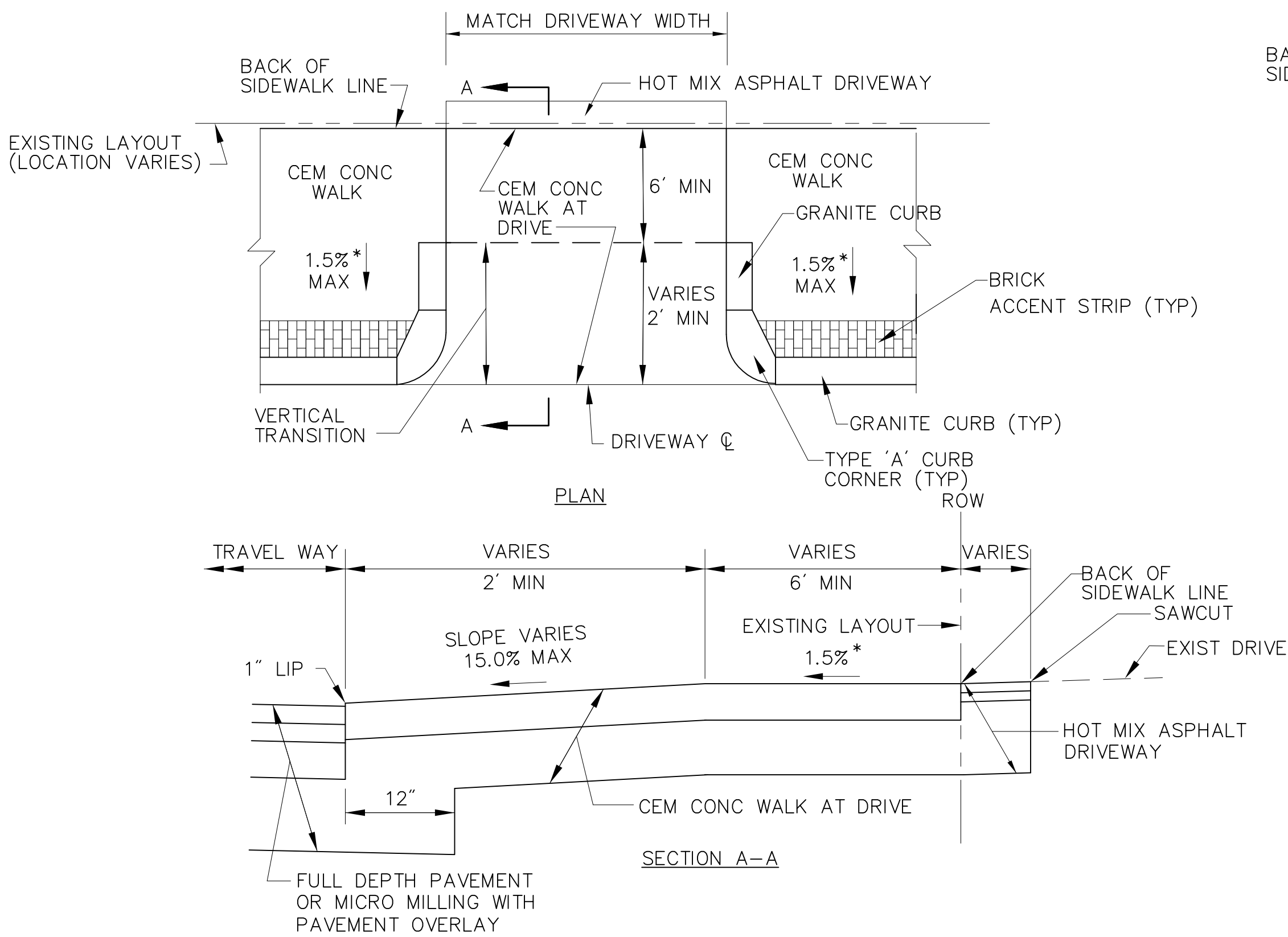
TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK						
BASELINE/ STATION	ROADWAY GUTTER	SIDEWALK WIDTH	LEFT SIDE REVEAL	TRANSITION	RIGHT SIDE TRANSITION	REVEAL
51+42.86 LT	0.40%	9.75'±	6"	7'8"	6'6"	6"
52+56.70 LT	0.68%	6.91'	6"	7'8"	6'6"	6"
53+04.91 LT	0.40%	6.61'	6"	6'6"	7'8"	6"
54+27.52 LT	HP AT DRIVE	6.24'	8"	8'8"	6'6"	6"
54+87.33 LT	HP AT DRIVE	6.06'	6"	6'6"	8'8"	8"
55+08.87 RT	0.40%	5.98'	6"	6'6"	5'4"	4.2"
55+57.60 RT	0.40%	6.07'	8"	8'8"	7'8"	6"
61+17.14 LT	0.80%	9.73'	8"	10'3"	6'6"	6"
63+98.23 RT	0.40%	10.02'	8"	10'3"	7'10"	7.2"

* TOLERANCE FOR CONSTRUCTION ±0.5%

	TYPICAL DRIVEWAY WITH SIDEWALK AND GRANITE CURB CORNER
	SCALE: NOT TO SCALE
	DATE: APRIL 2003
	DWG: DRIVE-07

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	101	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS



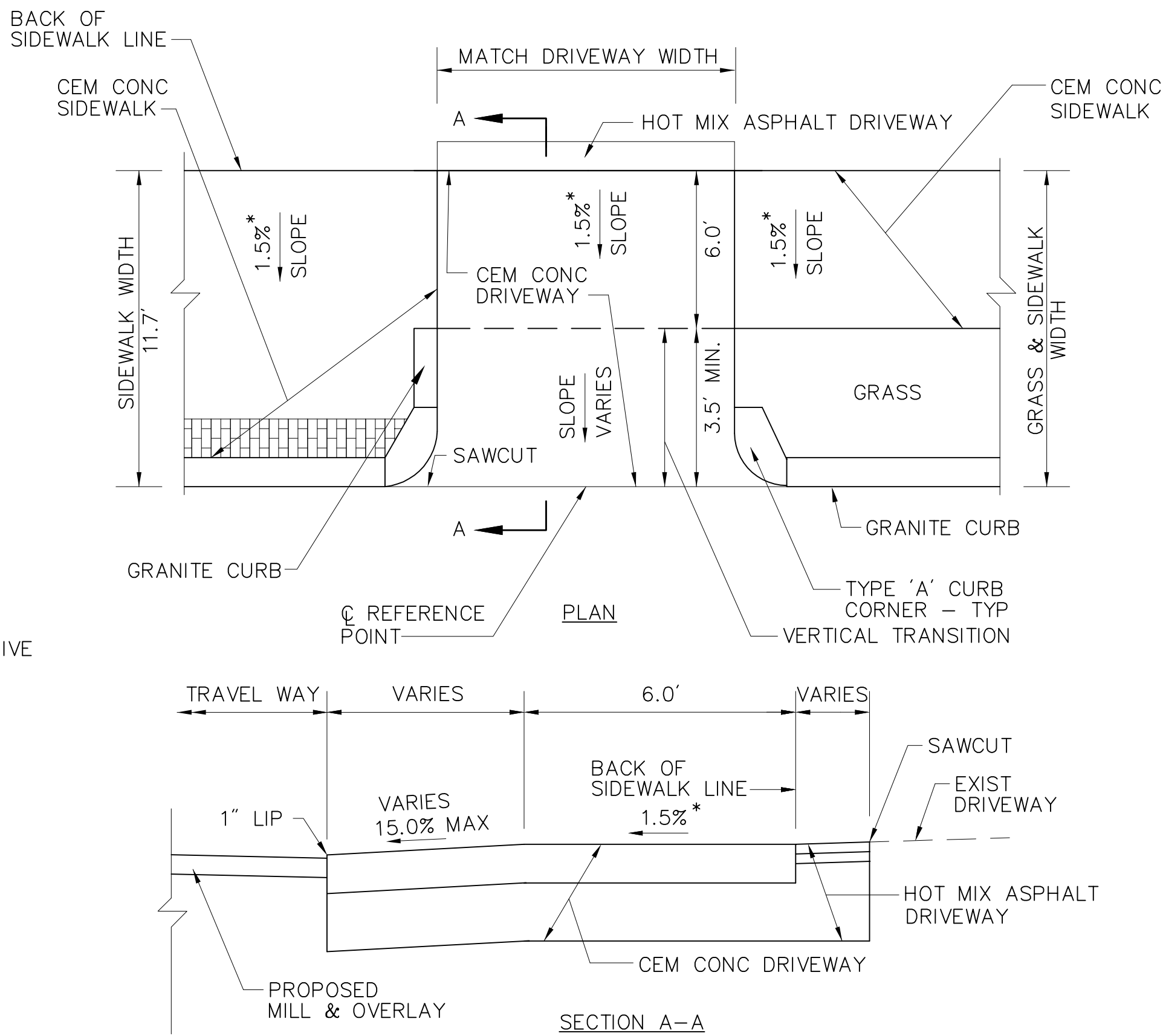
TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK

BASELINE/ STATION	ROADWAY GUTTER	SIDEWALK WIDTH	LEFT SIDE REVEAL	TRANSITION	RIGHT SIDE TRANSITION	REVEAL
52+26.72 RT	0.40%	10.13'	6"	—	—	4.4"
57+14.58 LT	0.60%	10.21'	6"	—	—	6"
65+22.10 RT	0.40%	11.96'	7.8"	—	—	7.2"
69+87.23 RT	HP AT DRIVE	10.04'	6.8"	—	—	4.6"
71+25 LT	0.58%	10.3'	6"	—	—	6"
73+90.56 LT	0.50%	10.51'	6"	—	—	6"

* TOLERANCE FOR CONSTRUCTION ±0.5%

TYPICAL DRIVEWAY WITH CEMENT
CONC SIDEWALK AND CURB CORNERS

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: DRIVE-07



TRANSITION CURB FOR DRIVEWAYS WITH SIDEWALK

BASELINE/ STATION	ROADWAY GUTTER	GRASS & SIDEWALK WIDTH	LEFT SIDE REVEAL	TRANSITION	RIGHT SIDE TRANSITION	REVEAL
52+26.72 RT	0.46%	10.1'	6"	—	—	5"
52+85 RT	0.72%	10.1'	6"	—	—	6"
60+63.31 RT	0.40%	10.1'	8"	—	—	6"
79+80 RT	0.40%	9.6'	6"	—	—	6"
103+25 LT	0.41%	10.5'	6"	—	—	6"

* TOLERANCE FOR CONSTRUCTION ±0.5%

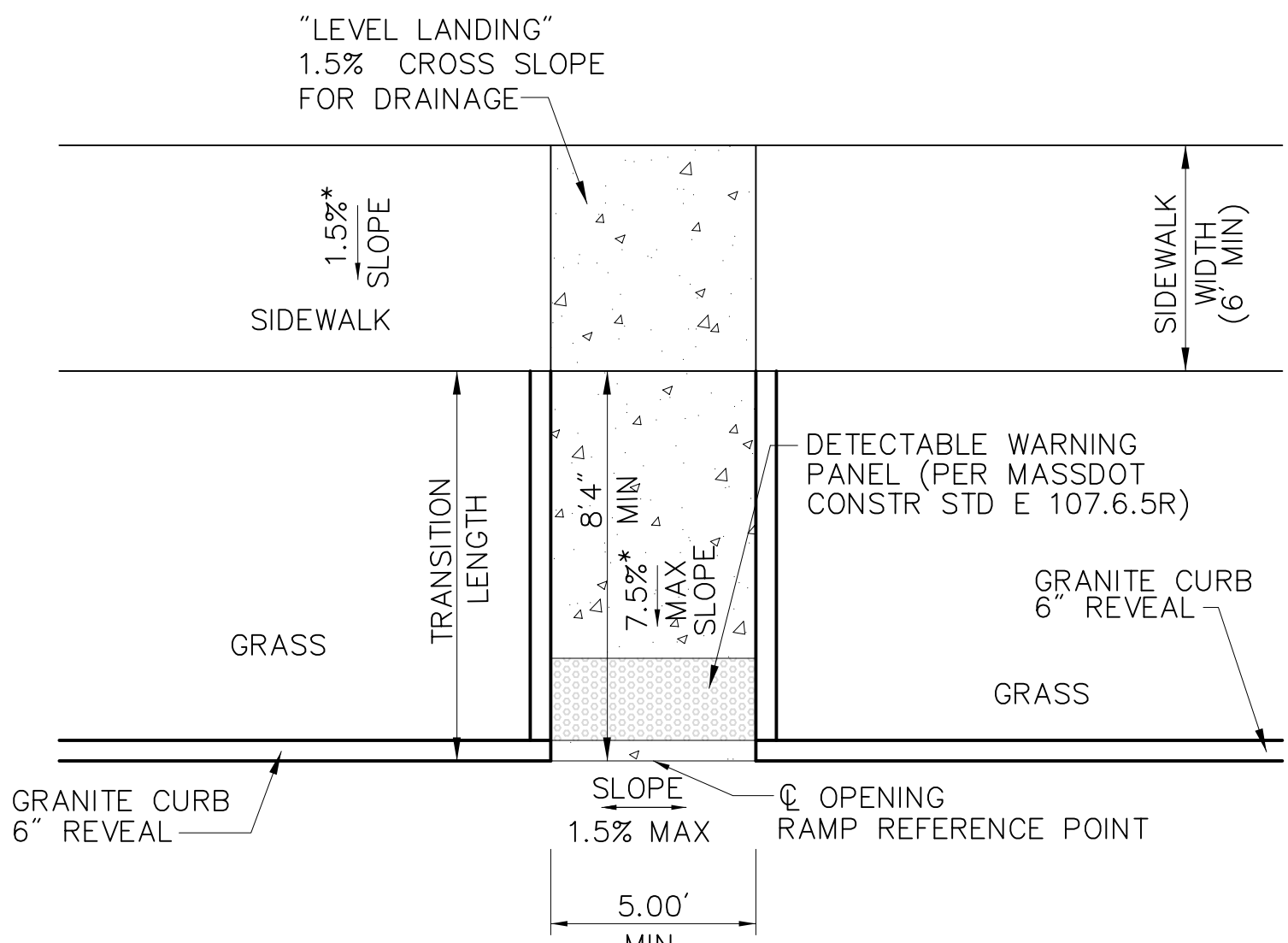
DRIVEWAY AT STATION 36+21.82 RT
WITH GRANITE CURB CORNER

SCALE: NOT TO SCALE
DATE: APRIL 2003
DWG: DRIVE-06

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	102	145
PROJECT FILE NO. 605222			

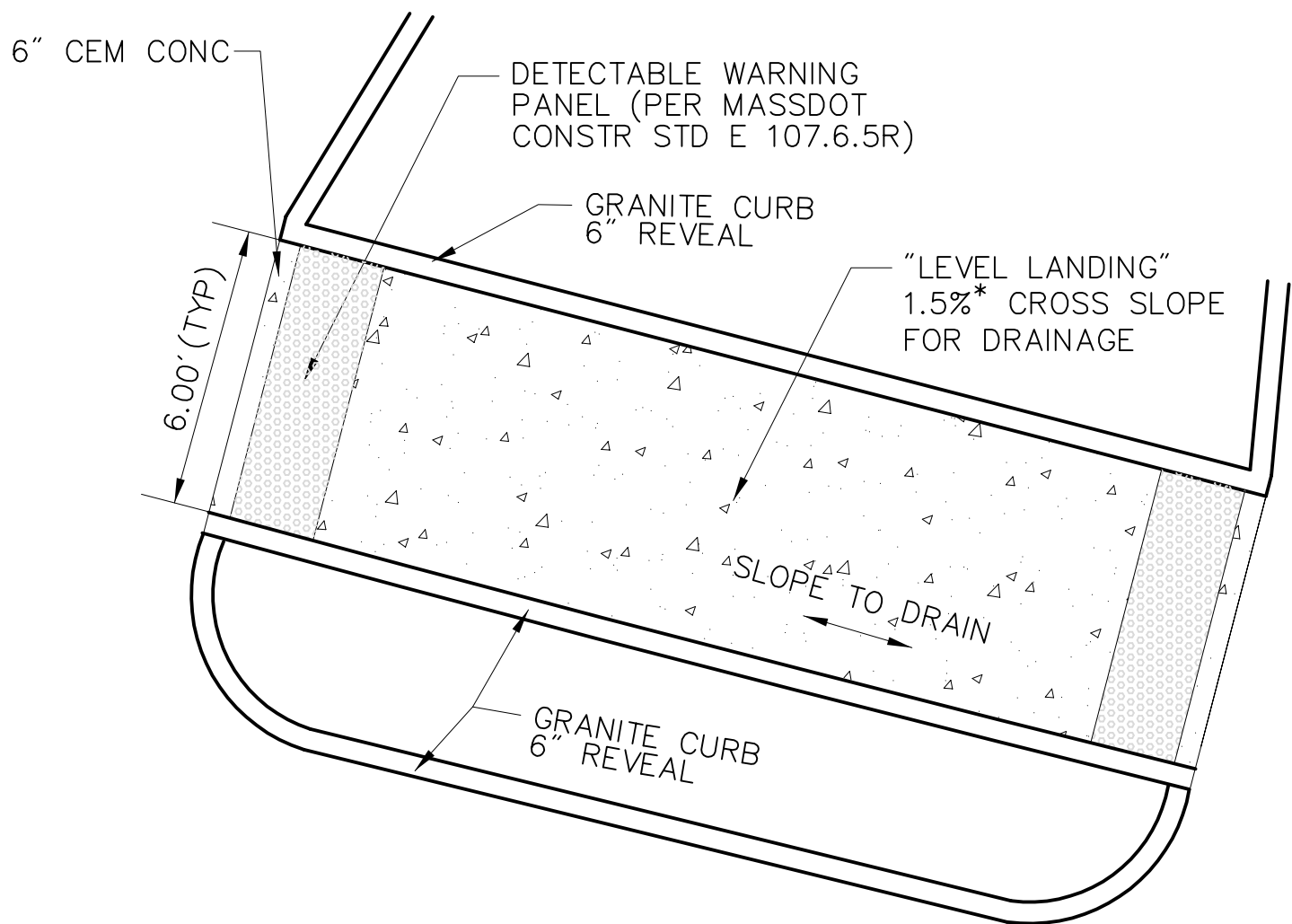
CONSTRUCTION DETAILS



WHEELCHAIR RAMP
WITH GRASS ADJACENT ON BOTH SIDES

WHEELCHAIR RAMP DATA					
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	TRANSITION	℄ OPENING ELEVATION
59	627+73.80 15.85' RT	5.00'	0.40%	7'-10"	58.00
62	75+48.33 15.0' RT	7.33'	0.48%	10'0"	63.19
63	75+48.33 15.0' LT	6.00'	0.44%	12'6"	63.11

* TOLERANCE FOR CONSTRUCTION ±0.5%

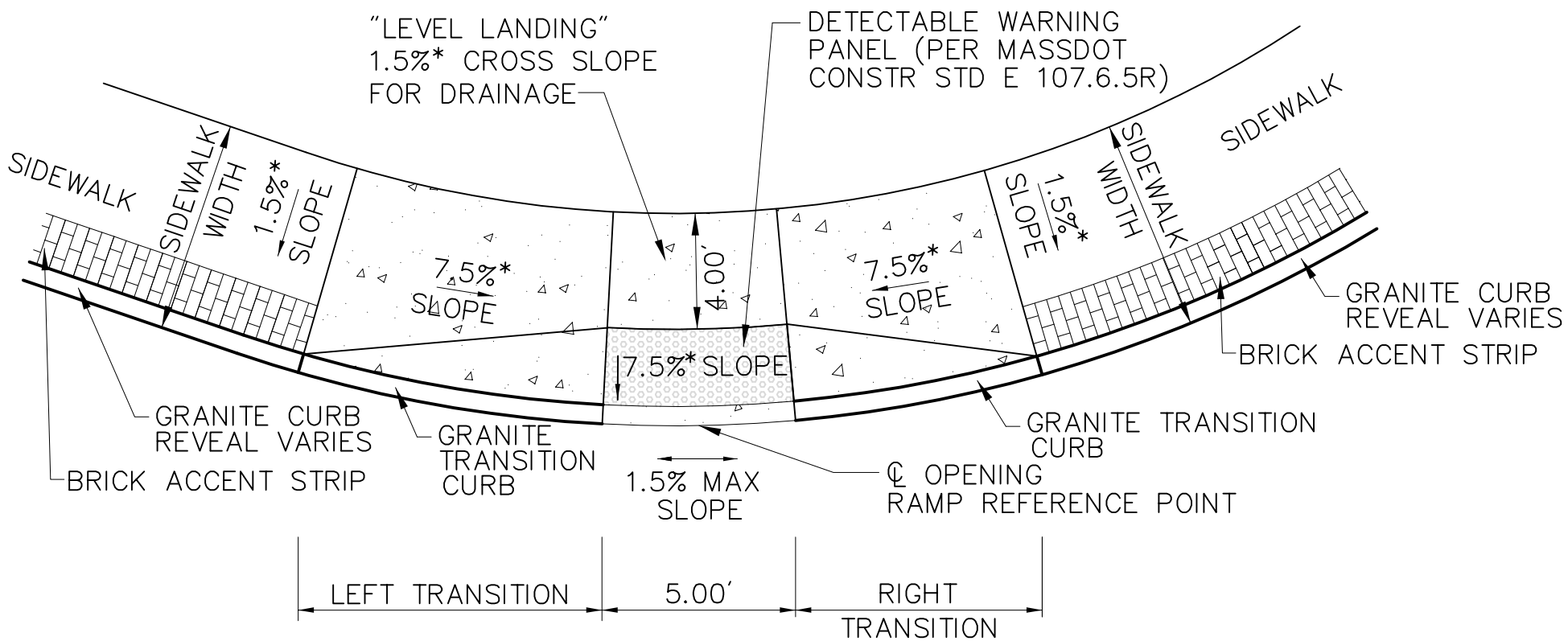


WALKWAY THRU ISLAND SHOULD BE PAID FOR UNDER
ITEM 701.2 CEMENT CONCRETE WHEELCHAIR RAMP

WALKWAY THRU ISLAND

DETECTABLE WARNING PANELS

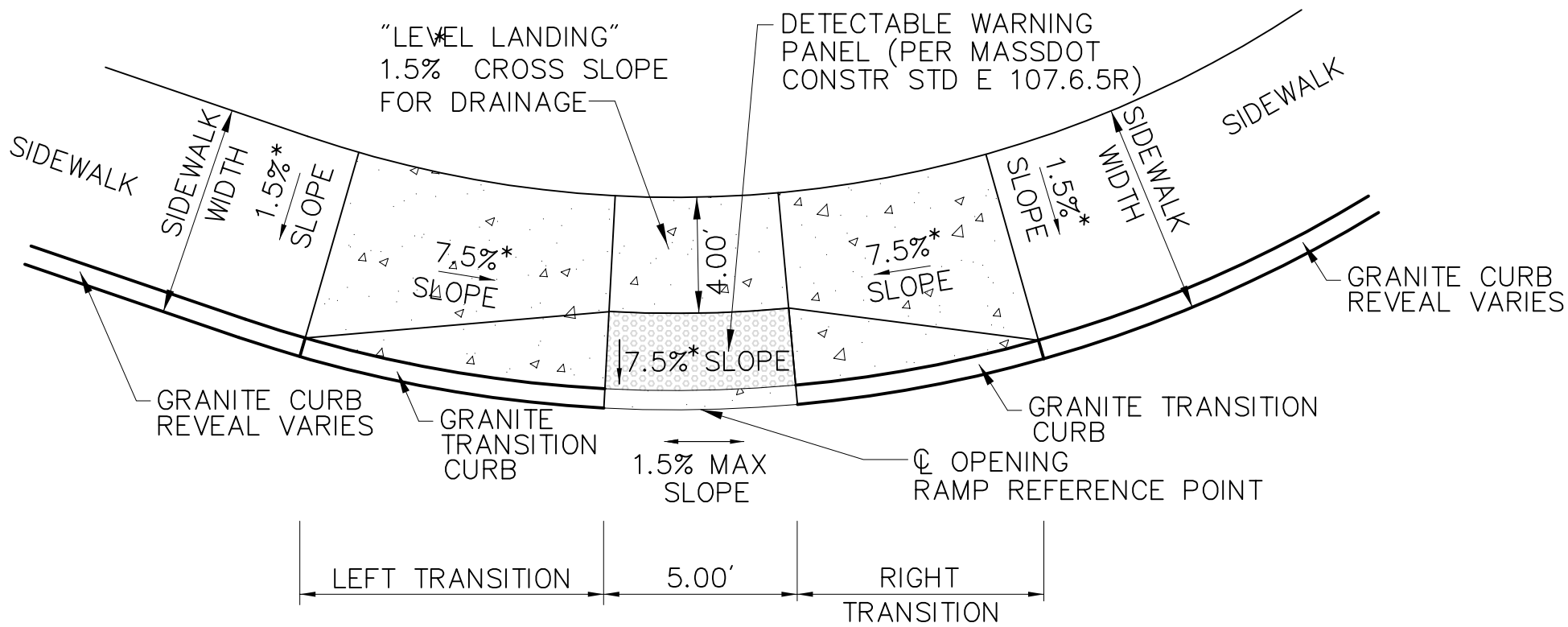
- DETECTABLE WARNING PANELS ARE REQUIRED TO BE CONSTRUCTED ON ALL PROPOSED WHEELCHAIR RAMPS AND ARE TO BE INSTALLED IN ACCORDANCE WITH MASSDOT CONSTRUCTION STANDARD E 107.6.5R.
- PANELS MAY BE CONCRETE PRECAST OR CAST IN PLACE OR OTHER SUITABLE MATERIAL PERMANENTLY APPLIED TO THE RAMP. THERE MUST BE A MINIMUM 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE.
- NO SEPARATE PAYMENT SHALL BE MADE FOR DETECTABLE WARNING PANELS (INCLUDING THOSE PROPOSED AT THE MEDIAN ISLANDS), BUT ALL COSTS IN CONNECTION THERE WITH SHALL BE INCLUDED IN THE VARIOUS ITEMS BID.



WHEELCHAIR RAMP – CURVED SIDEWALK LESS THAN 12'-4"

WHEELCHAIR RAMP DATA								
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION	℄ OPENING ELEVATION
33	81+80.60 36.39' RT	9.4'	0.37%	6"	7'8"	6"	6'6"	61.71

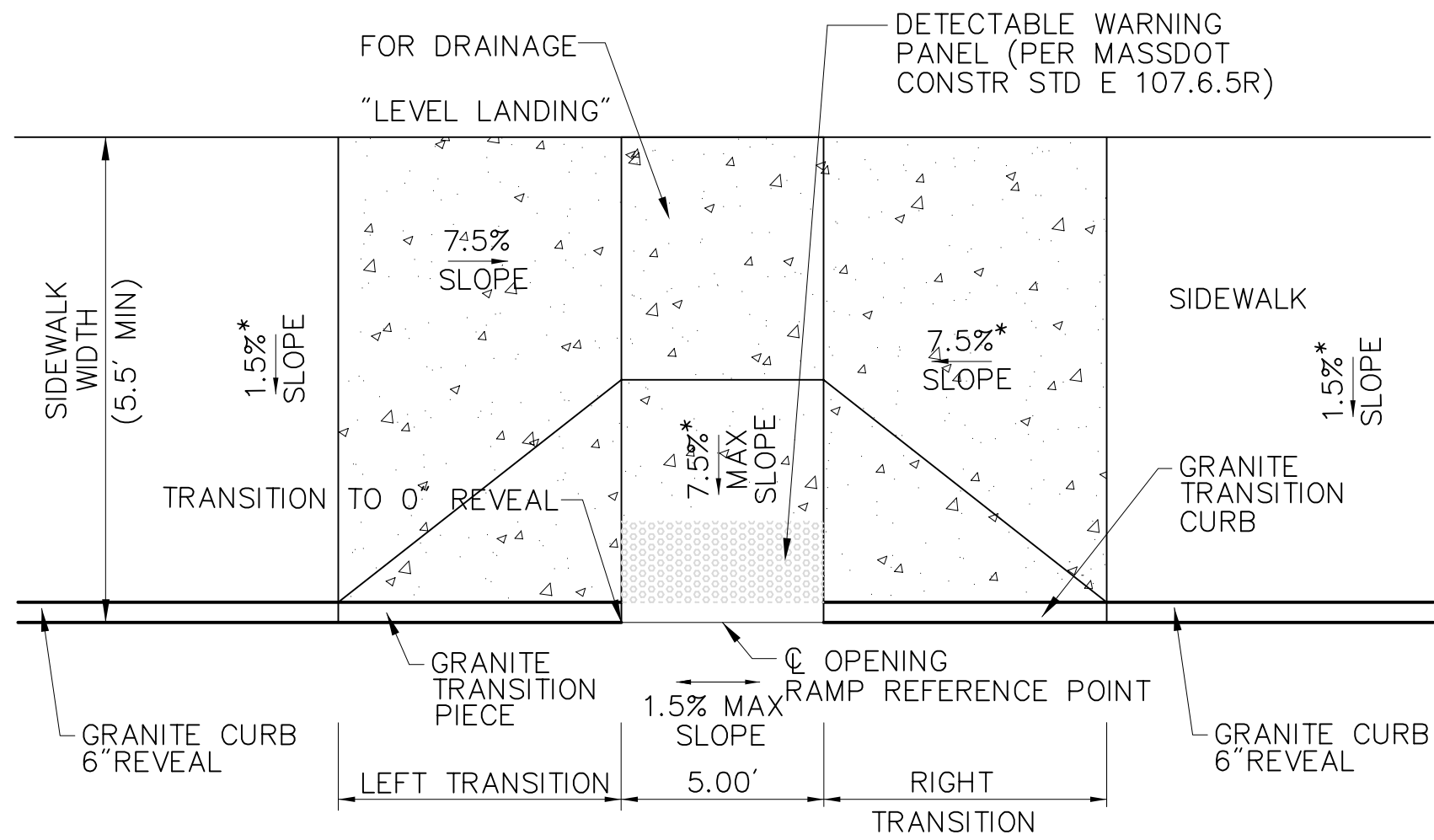
* TOLERANCE FOR CONSTRUCTION ±0.5%



WHEELCHAIR RAMP – CURVED SIDEWALK LESS THAN 12'-4"
NO BRICK ACCENT STRIP

WHEELCHAIR RAMP DATA								
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION	℄ OPENING ELEVATION
41	WASON AVE/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
50	603+53.24 14.54' RT	10.0'	1.64%	6"	6'6"	6"	9'0"	63.42
74	WALTER ST/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
76	WALTER ST/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
77	WALTER ST/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
78	WALTER ST/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
79	WALTER ST/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
81	WALTER ST/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						

* TOLERANCE FOR CONSTRUCTION ±0.5%

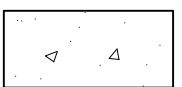


* TOLERANCE FOR CONSTRUCTION ±0.5%

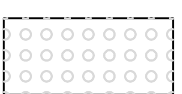
WHEELCHAIR RAMP –
IN SIDEWALK LESS THAN 12'4"

WHEELCHAIR RAMP DATA								
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION	℄ OPENING ELEVATION
1	53+85.67 23.00' RT	7.5'	-1.00%	8"	6'6"	6"	7'8"	63.94
44	WASON AVE/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
53	619+81.01 14.64' LT	10.2'	0.52%	6"	7'8"	3"	3'3"	59.35
65	53+85.51 23.00' LT	6.5'	0.44%	8"	10'0"	8"	6'6"	63.86
66	62+36.77 23.00' LT	11.0'	-0.95%	8"	6'6"	8"	10'0"	64.38
67	62+36.23 23.00' RT	11.0'	-0.57%	8.5"	10'10"	8.5"	6'6"	64.25
68	68+12.14 23.00' LT	10.0'	0.63%	6"	7'8"	6"	6'6"	65.74
69	68+12.11 23.00' RT	10.0'	0.41%	4.5"	6'6"	4.5"	6'6"	65.95
73	79+55.81 23.00' RT	9.7'	0.40%	6"	6'6"	6"	7'8"	61.97
80	WALTER ST/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL						
82	102+72.57 23.00' LT	10.4'	0.40%	6"	7'8"	6"	6'6"	60.73
83	102+73.02 23.00' RT	7.0'	0.50%	6"	6'6"	6"	7'8"	60.96
84	107+01.80 23.00' LT	10.9'	WCR AT HIGHPOINT	6"	6'6"	6"	6'6"	60.78
85	107+10.40 22.67' RT	7.1'	WCR AT LOW POINT	6"	7'8"	6"	7'8"	60.98

LEGEND



LIMITS OF CEMENT CONCRETE
WHEELCHAIR RAMP



LIMITS OF DETECTABLE WARNING
PANEL (SEE SPECIFICATIONS FOR COLOR)

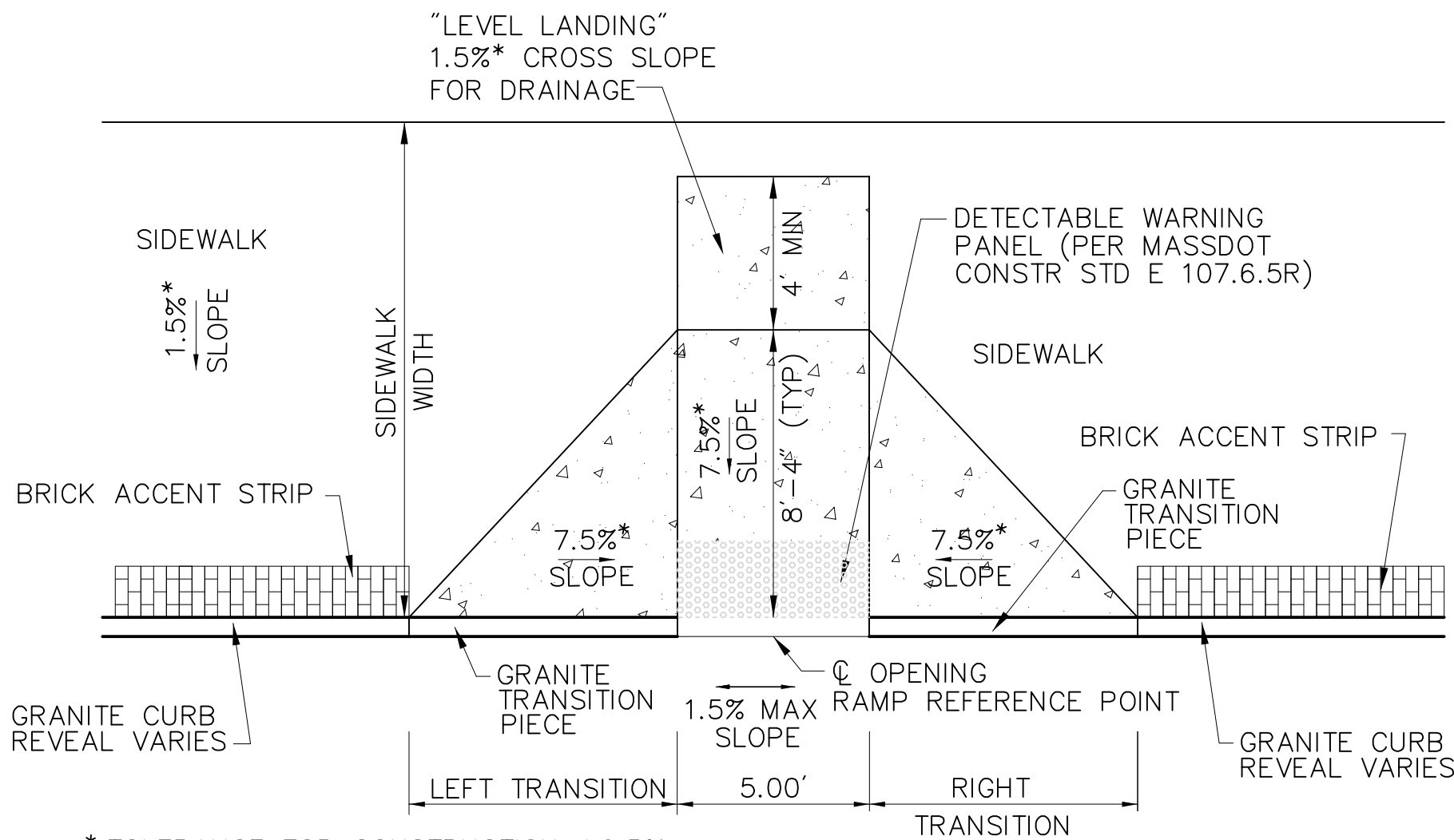
SEE ALIGNMENT PLANS FOR LOCATIONS

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	103	145

PROJECT FILE NO. 605222

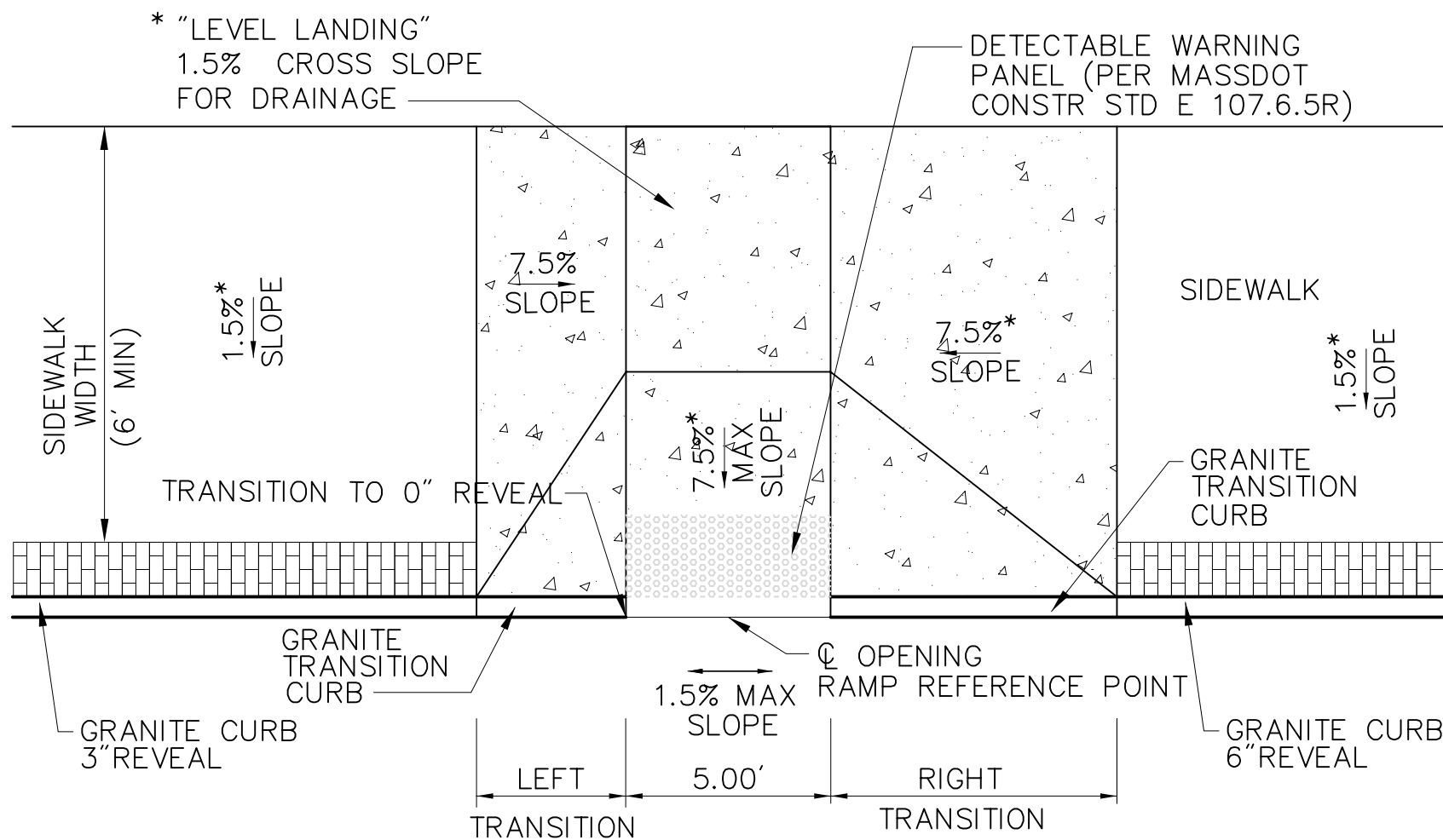
CONSTRUCTION DETAILS



* TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP –
SIDEWALK GREATER THAN 12'–4"
NTS

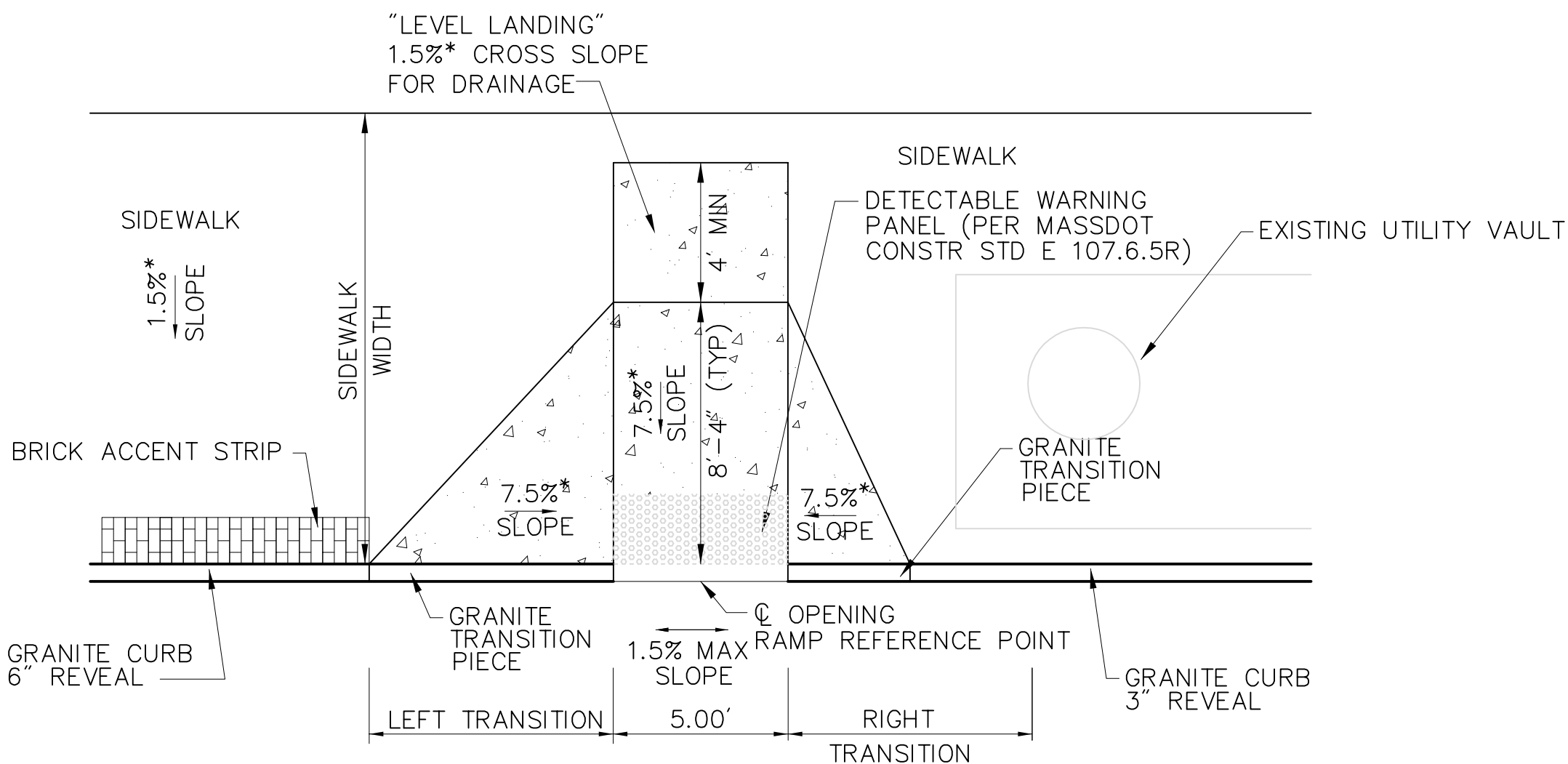
WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
4	56+05.79 31.44' LT	13.0'	WCR AT HIGHPOINT	6"	6'6"	6"	6'6"
7	57+64.88 15.00' LT	20.1'	0.60%	6"	6'6"	6"	7'8"
13	61+94.09 30.54' RT	10.7'	WCR AT HIGHPOINT	6"	6'6"	6"	6'6"
16	64+33.74 28.79' LT	14.0'	0.57%	6"	7'8"	6"	6'6"
24	70+88.84 29.81' RT	6.0'	1.57%	6"	9'0"	6"	6'6"
25	71+20.28 30.12' RT	15.9'	0.68%	6"	6'6"	6"	7'8"
27	72+66.88 30.69' LT	10.7'	0.95%	6"	6'6"	6"	7'8"
31	76+81.89 30.63' RT	13.8'	0.50%	6"	7'8"	6"	6'6"
46	620+62.56 36.94' LT	11.2'	0.40%	6"	7'8"	6"	6'6"



WHEELCHAIR RAMP 6
NTS

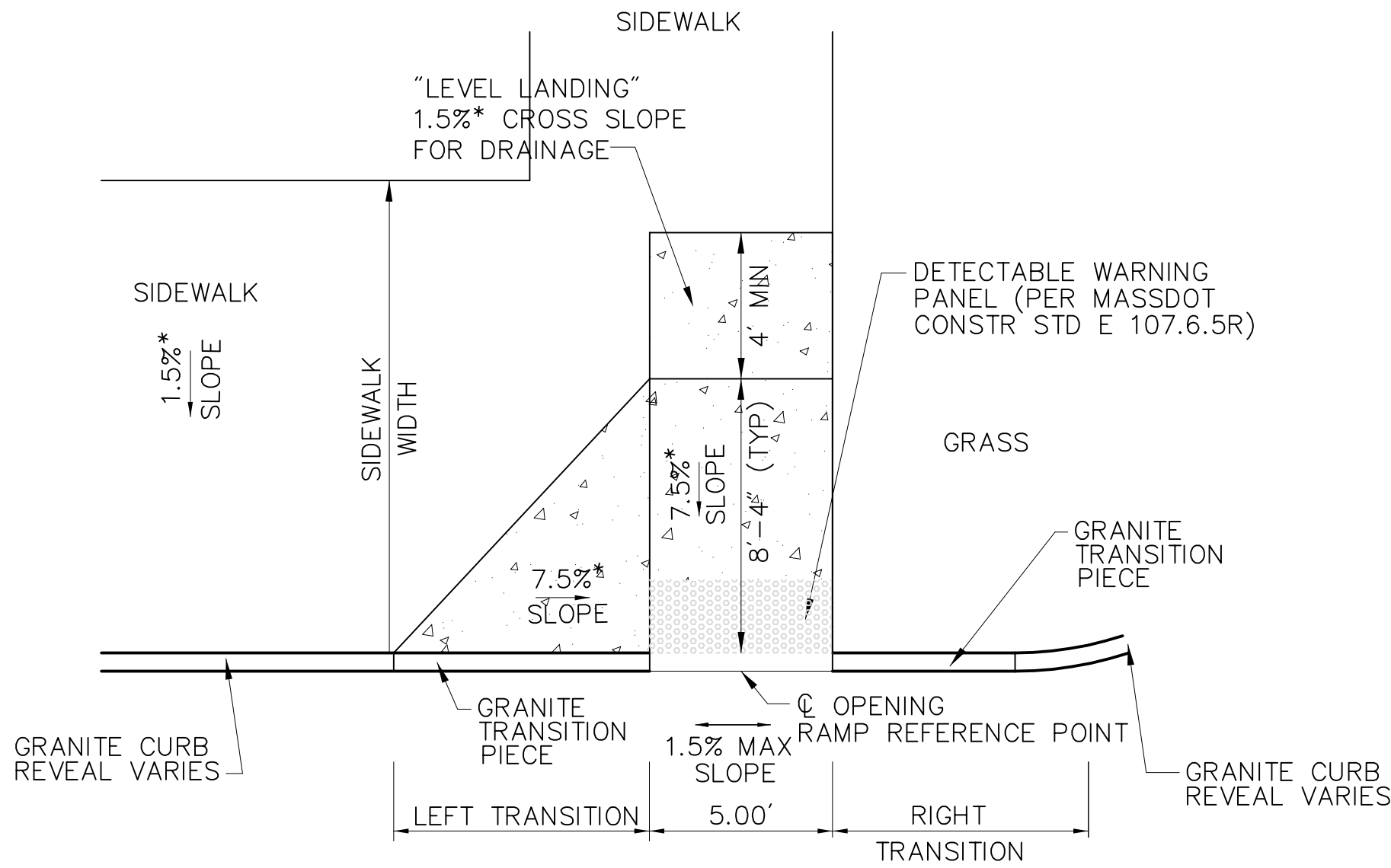
WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
6	57+64.72 23.00' RT	6.0'	0.61%	3"	3'3"	6"	7'8"

* TOLERANCE FOR CONSTRUCTION ±0.5%



WHEELCHAIR RAMP –
SIDEWALK GREATER THAN 12'–4" AND 3" REVEAL
NTS

WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
26	72+36.80 25.95' LT	15.1'	1.19%	6"	7'8"	3"	3'3"



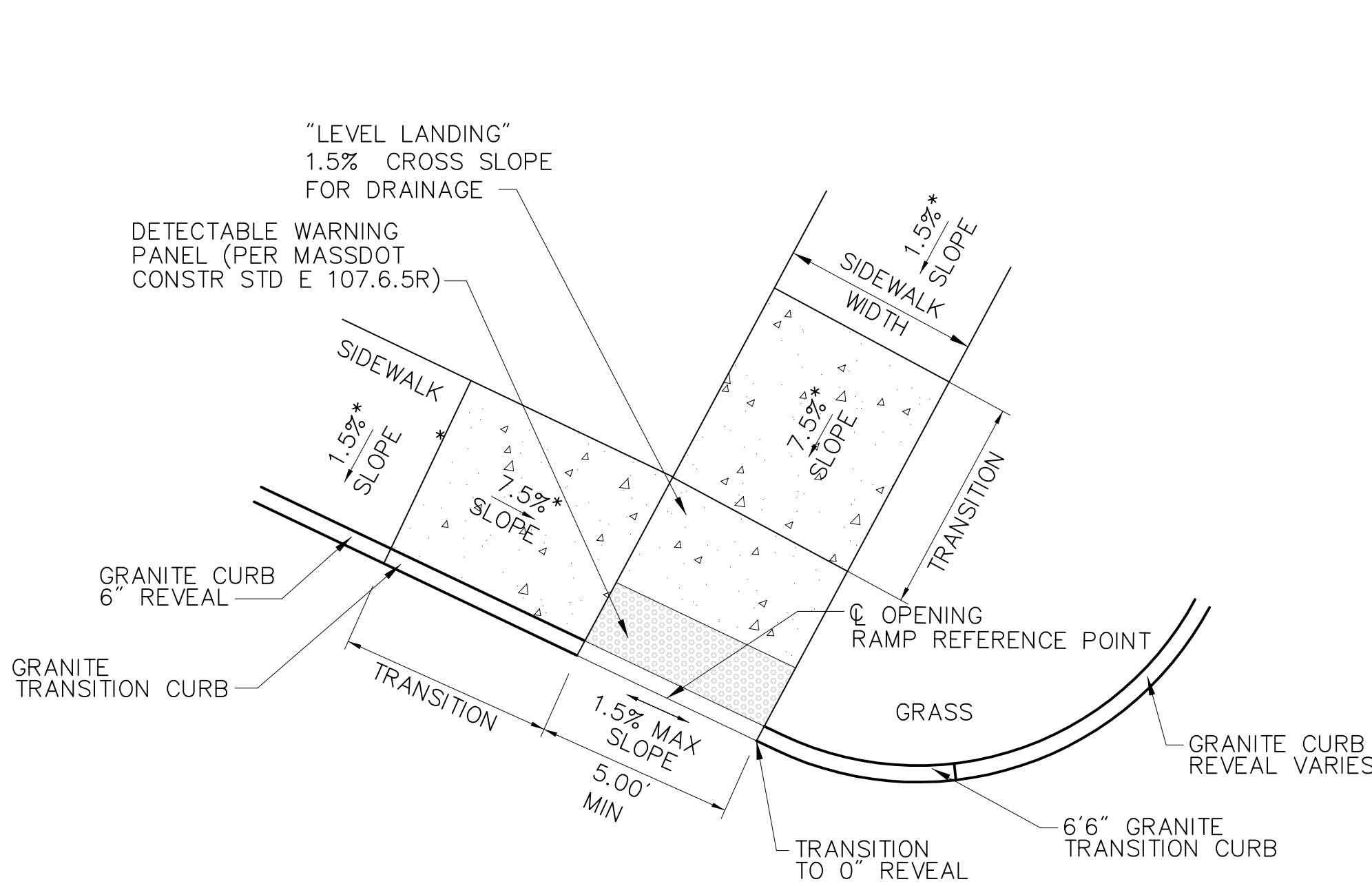
WHEELCHAIR RAMP – SIDEWALK GREATER THAN 12'–4"
WITH GRASS STRIP ON ONE SIDE
NTS

WHEELCHAIR RAMP DATA						
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	TRANSITION LEFT	TRANSITION RIGHT	OPENING ELEVATION
28	73+63.41 26.83' RT	6.0'	0.73%	6'6"	6'6"	64.01
29	73+97.92 25.83' RT	10.5'	0.42%	6'6"	6'6"	64.11
30	76+47.78 29.86' RT	13.4'	WCR AT HIGHPOINT	6'6"	6'6"	62.57

LEGEND

- LIMITS OF CEMENT CONCRETE WHEELCHAIR RAMP
- LIMITS OF DETECTABLE WARNING PANEL (SEE SPECIFICATIONS FOR COLOR)

SEE ALIGNMENT PLANS FOR LOCATIONS

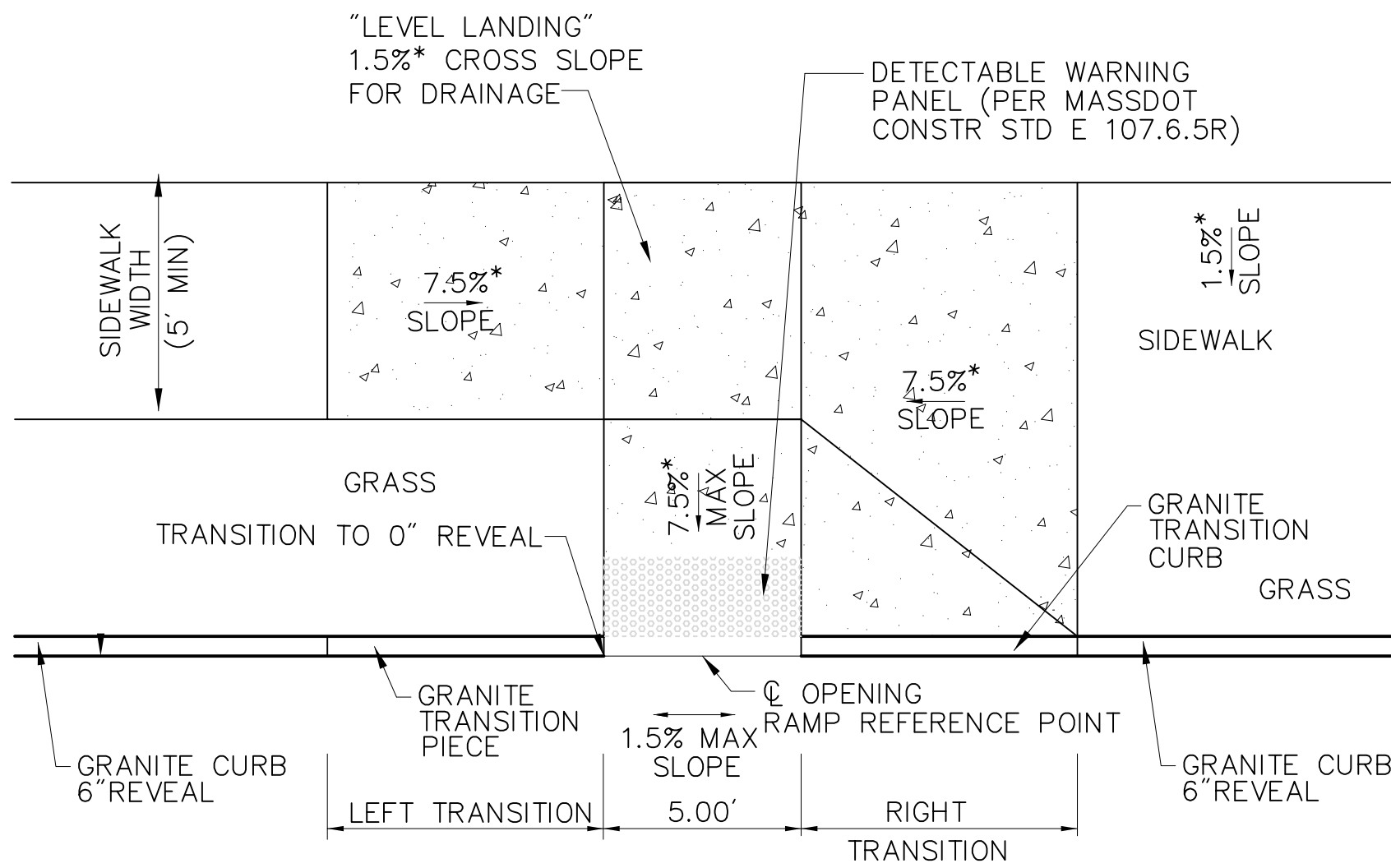


WHEELCHAIR RAMP – T INTERSECTION
WITH GRASS ADJACENT – ONE SIDE

NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
19	65+88.68 29.61' RT	6.0'	0.91%	6"	6'6"	6"	7'8"
				65.29			



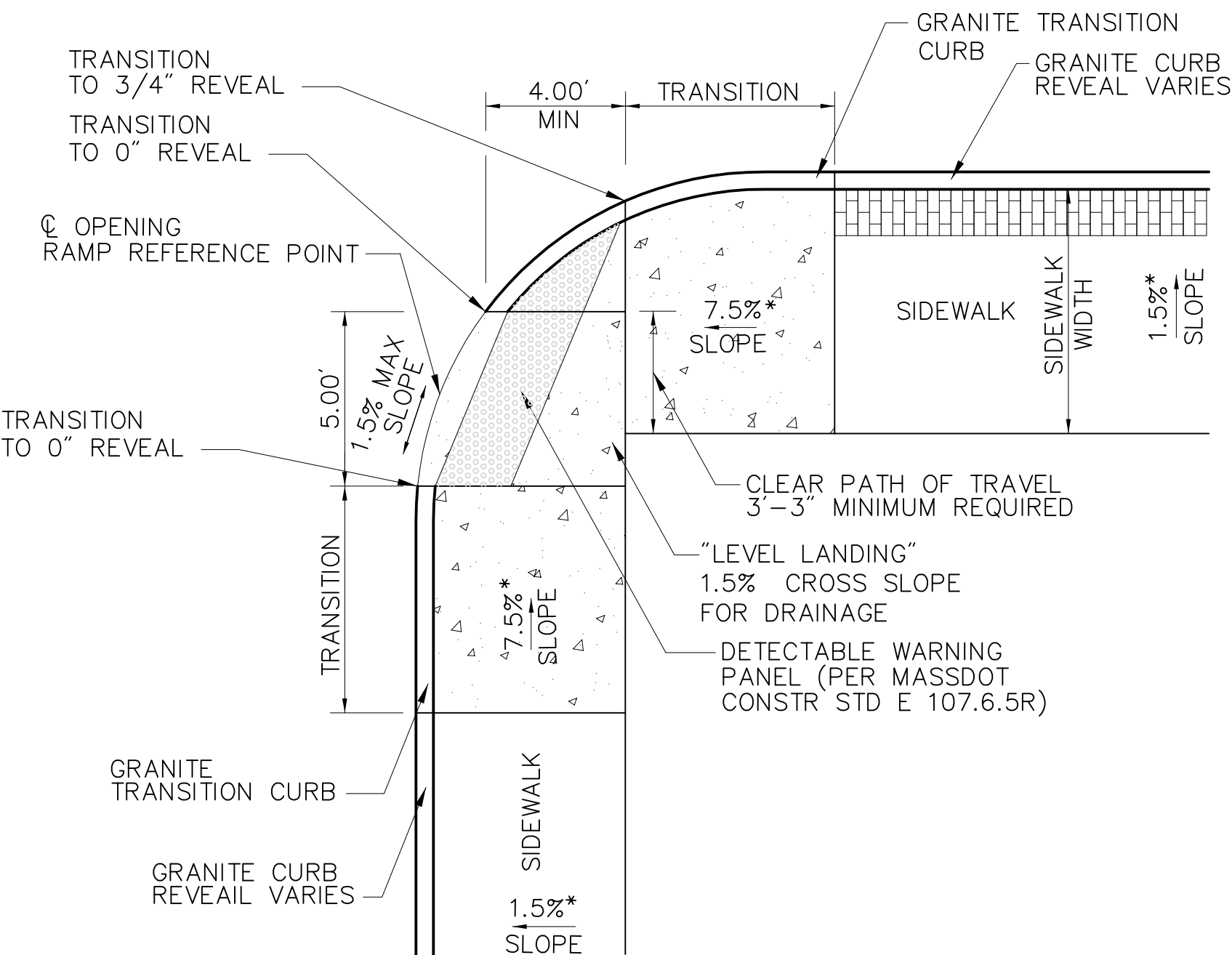
WHEELCHAIR RAMP – IN SIDEWALK LESS THAN 12'4"

WITH GRASS ADJACENT ON ONE SIDE

NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
42	WASON AVE/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL					
43	WASON AVE/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL					
60	627+73.80 19.90' LT	10.0'	0.40%	6"	7'8"	6"	6'6"
75	WALTER/ MAIN ST	WILL BE DESIGNED AFTER INTERSECTION APPROVAL					

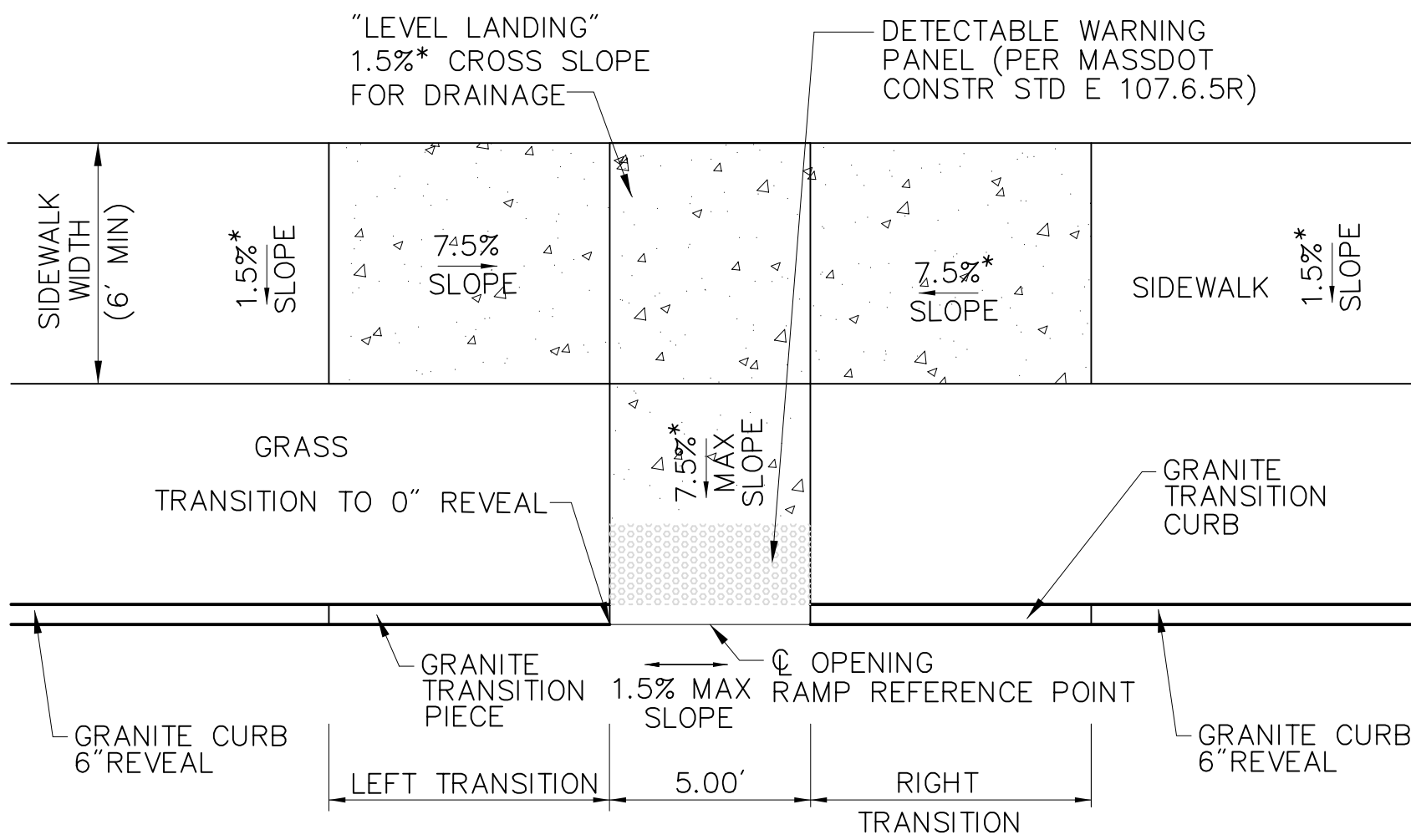


WHEELCHAIR RAMP – T INTERSECTION

NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
10	58+55.17 31.28' LT	9.1'	0.66%	6"	6'6"	6"	7'8"
18	65+58.86 30.28' RT	9.1'	0.57%	6"	7'8"	8"	8'8"
21	68+72.65 29.77' RT	10.0'	HIGHPOINT	8"	6'6"	6"	6'6"
				63.43		65.29	



WHEELCHAIR RAMP –
WITH GRASS ADJACENT ON BOTH SIDES

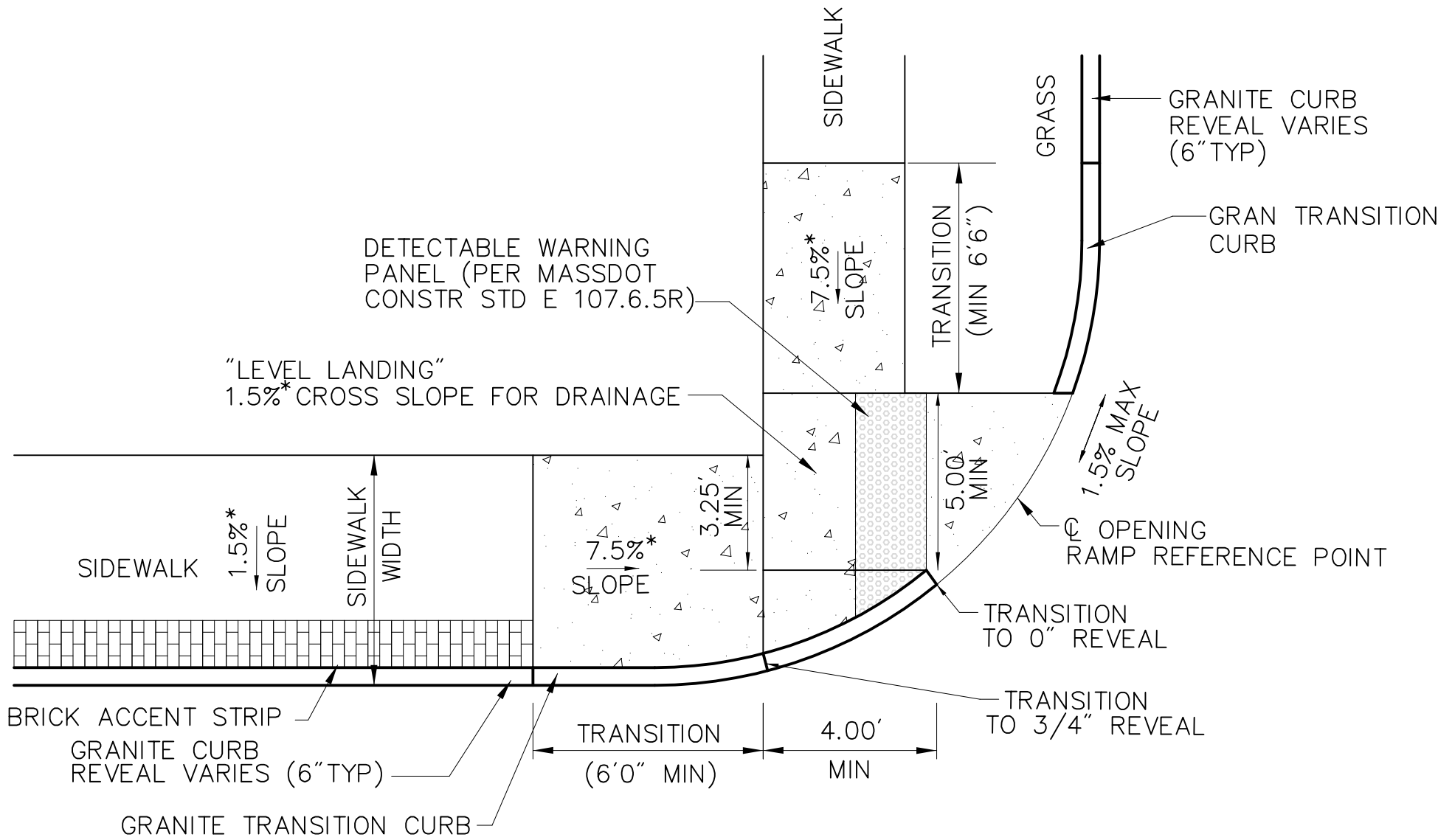
NTS

WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
49	603+50 15.45' LT	5.0'	1.00%	6"	7'8"	6"	6'6"
54	619+81.00 14.83' RT	5.0'	0.40%	6"	6'6"	6"	7'8"
55	610+02.69 15.00' RT	5.0'	0.60%	6"	7'8"	6"	6'6"
72	79+53.00 23.00' RT	5.0'	1.58%	3"	4'6"	6"	6'6"
				59.33		58.96	

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	---	104	145
PROJECT FILE NO. 605222			

CONSTRUCTION DETAILS



WHEELCHAIR RAMP – T INTERSECTION
WITH GRASS ADJACENT – ONE SIDE

NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
2	53+23.04 29.02' RT	9.0'	0.71%	6"	6'6"	6"	7'8"
3	53+57.96 28.40' RT	7.9'	0.80%	6"	7'8"	6"	6'6"
5	56+35.27 31.18' LT	10.0'	WCR AT HIGHPOINT	6"	6'6"	6"	6'6"
15	62+04.10 30.77' LT	11.0'	WCR AT HIGHPOINT	6"	6'6"	6"	6'6"
17	64+64.26 30.41' LT	10.0'	1.47%	6"	6'6"	8"	12'0"
20	68+42.47 29.76' RT	6.0'	0.70%	6'6"	8'0"	6"	6'6"
22	69+80.79 30.39' LT	10.0'	1.24%	8"	12'0"	6"	6'6"
23	70+09.60 31.03' LT	10.0'	0.67%	6"	6'6"	6"	7'8"
				63.81		64.03	

LEGEND

- LIMITS OF CEMENT CONCRETE
WHEELCHAIR RAMP
- LIMITS OF DETECTABLE WARNING
PANEL (SEE SPECIFICATIONS FOR COLOR)

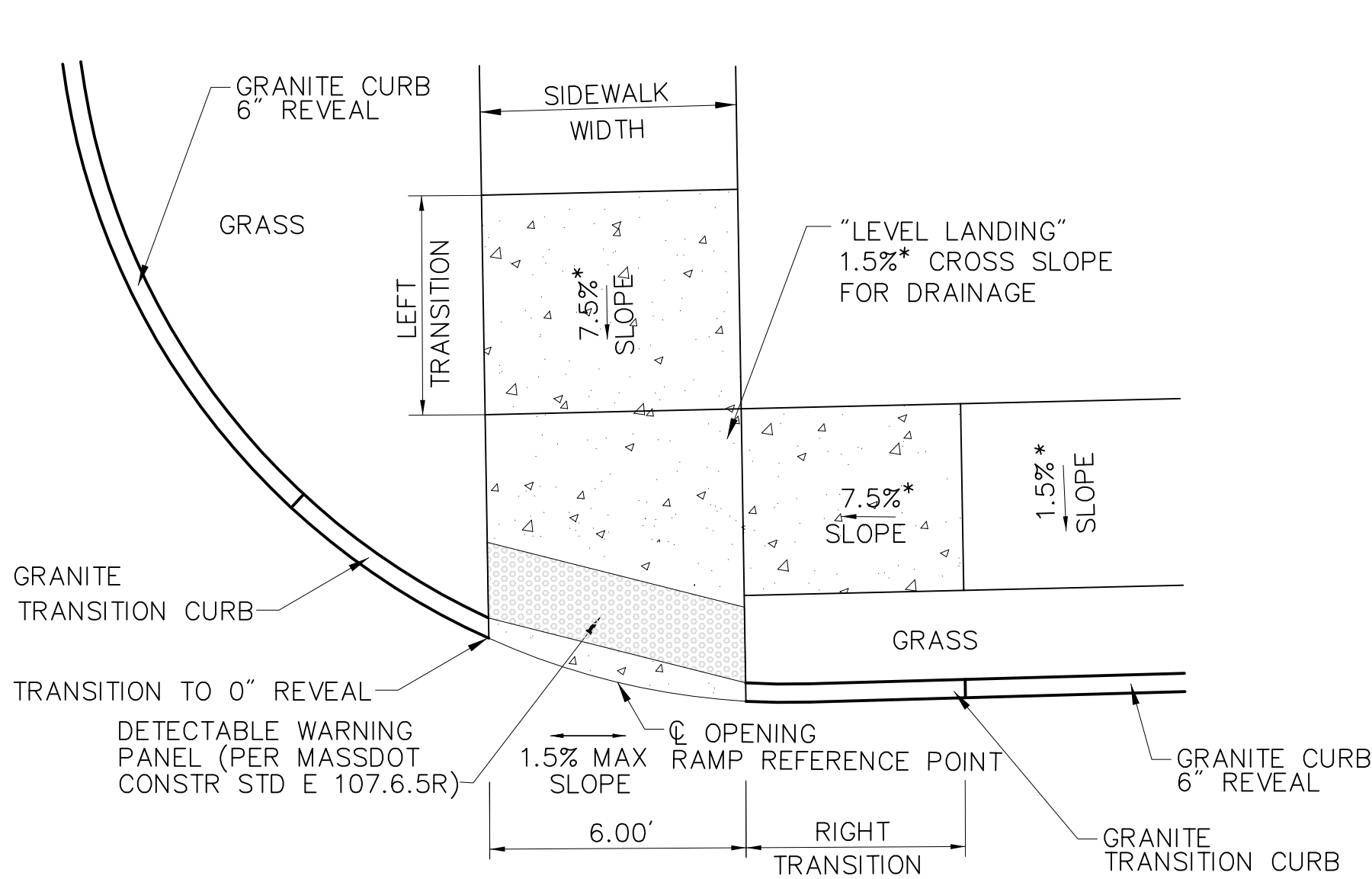
SEE ALIGNMENT PLANS FOR LOCATIONS

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	105	145

PROJECT FILE NO. 605222

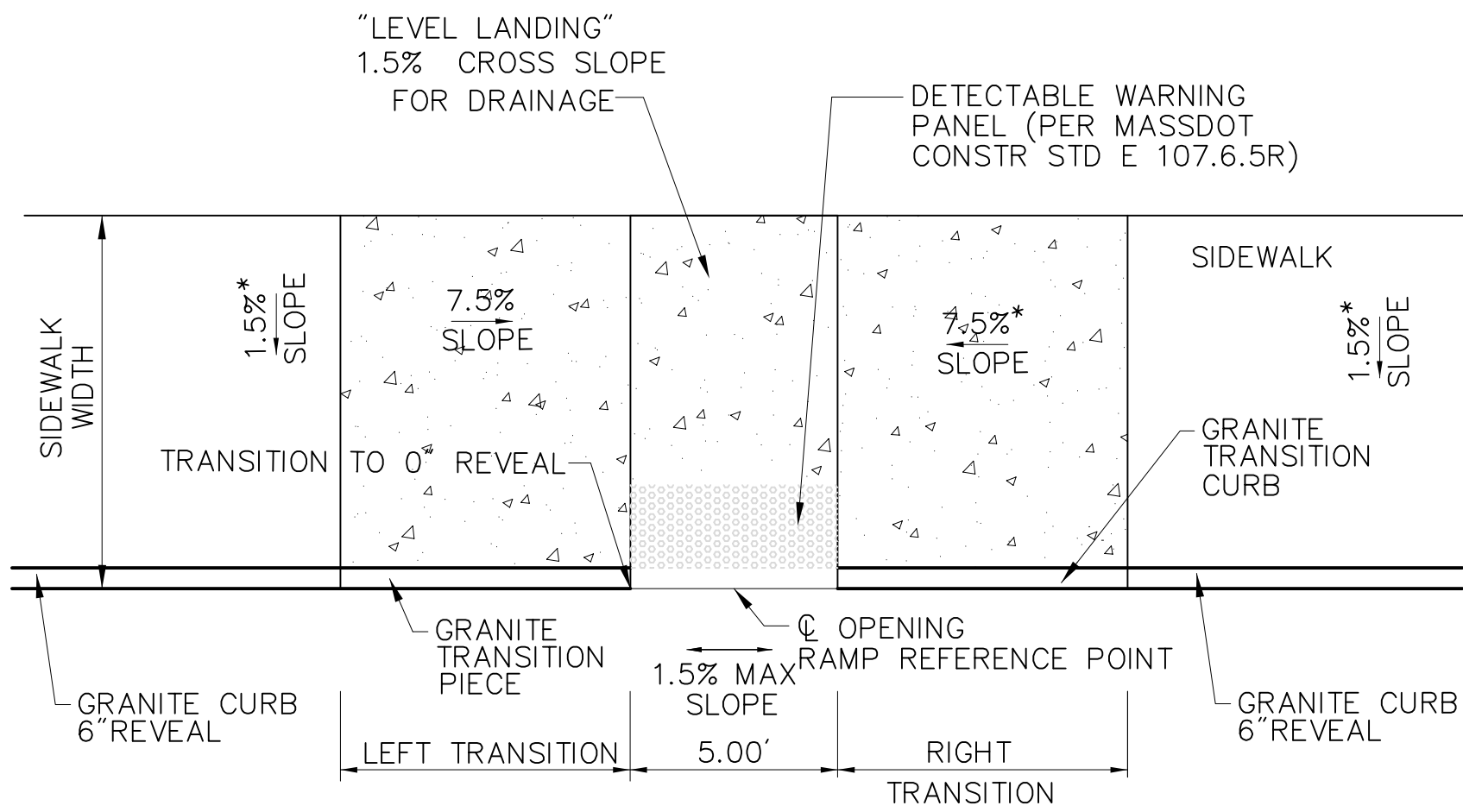
CONSTRUCTION DETAILS



WHEELCHAIR RAMP – T-INTERSECTION
WITH GRASS ADJACENT
NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

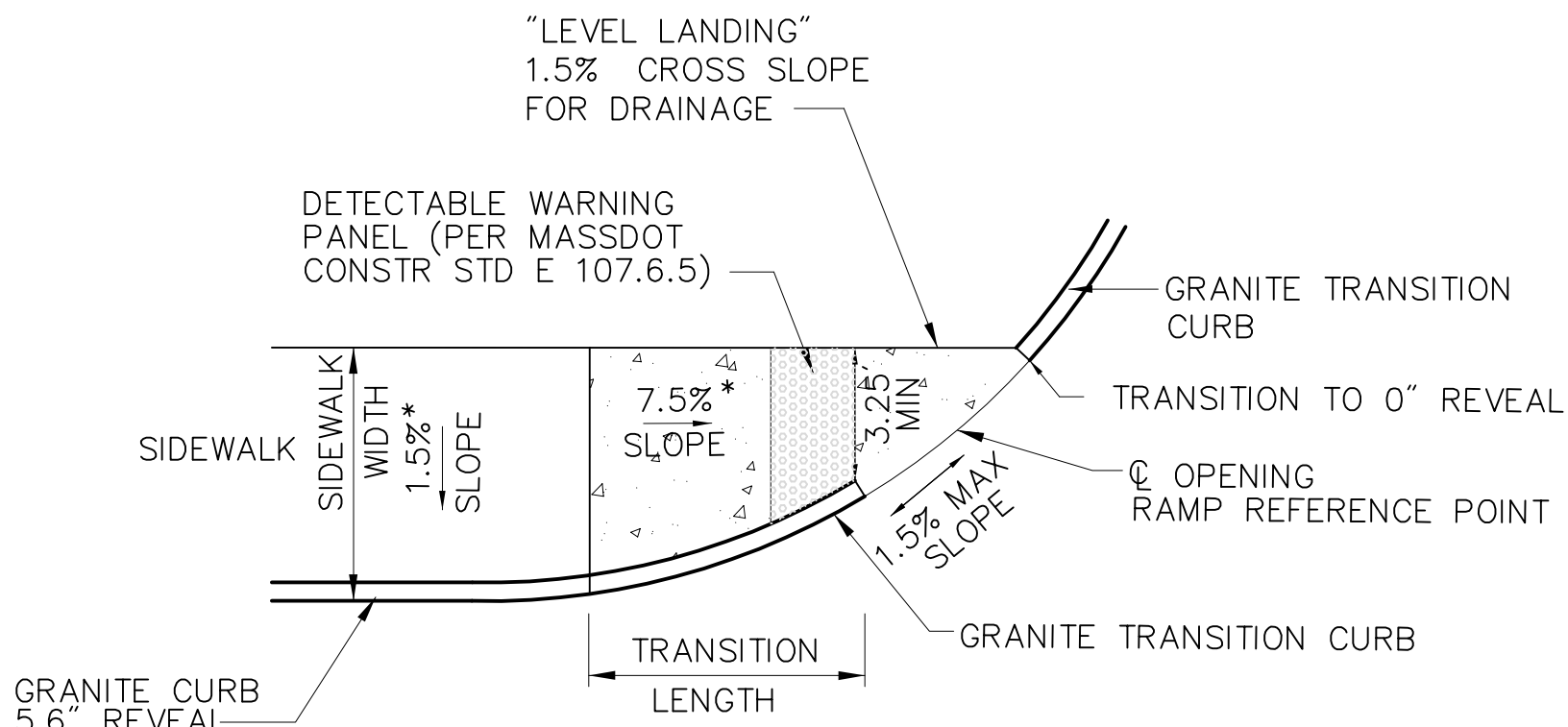
WHEELCHAIR RAMP DATA						
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	TRANSITION LEFT	TRANSITION RIGHT	℄ OPENING ELEVATION
11	58+83.84 29.14' LT	6.0'	WCR AT HIGHPOINT	6'6"	6'6"	63.81
12	61+56.46 29.89' RT	6.0'	WCR AT HIGHPOINT	6'6"	6'6"	64.36
14	61+74.74 30.89' LT	6.0'	0.49%	6'6"	6'6"	64.21
47	403+30.73 21.64' RT	6.0'	0.40%	6'6"	6'6"	63.41
51	503+78.27 23.86' RT	6.0'	WCR AT HIGHPOINT	6'6"	6'6"	61.85



*TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP –
IN SIDEWALK LESS THAN 6'6"
NTS

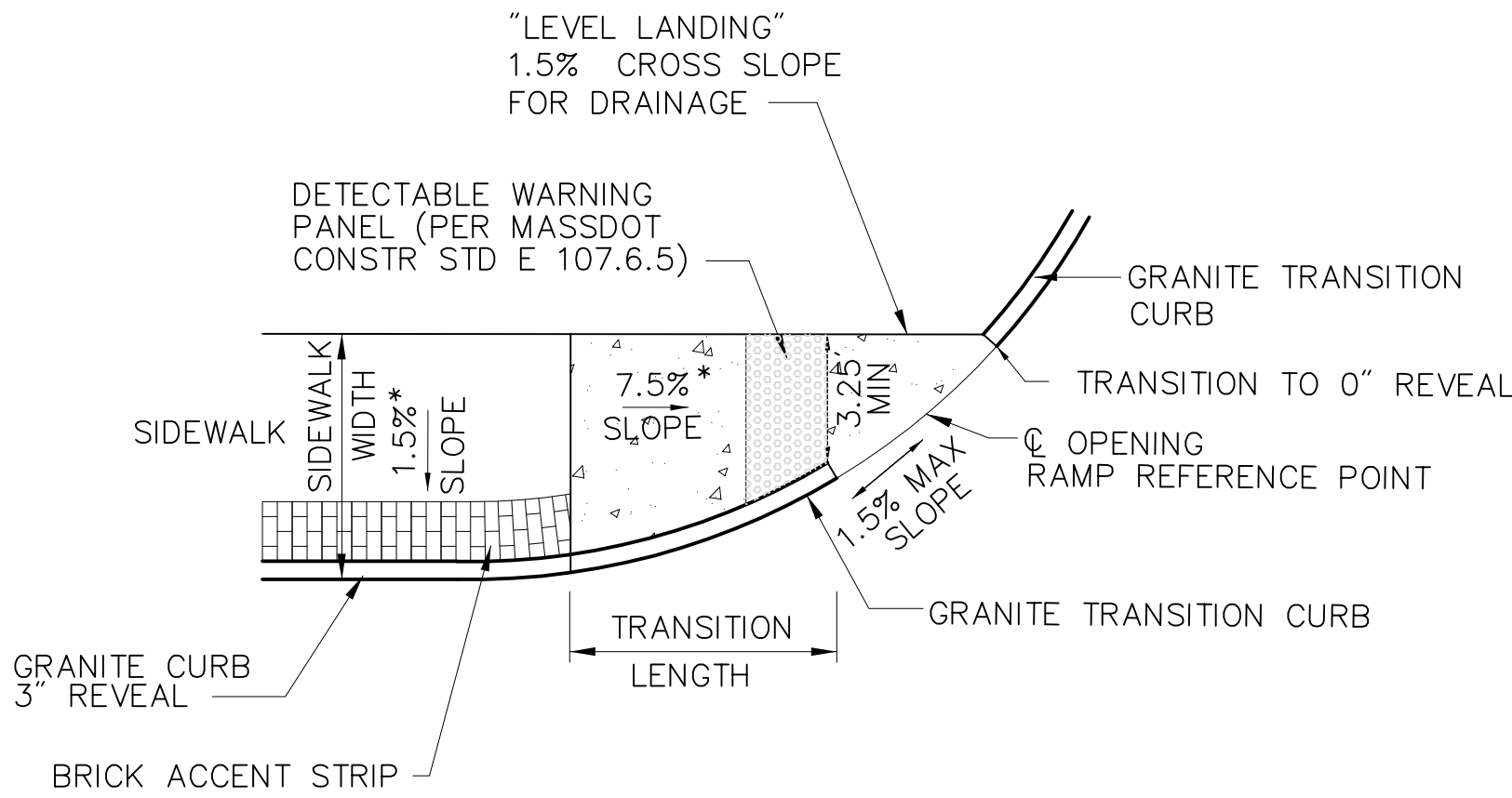
WHEELCHAIR RAMP DATA							
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	LEFT REVEAL	TRANSITION	RIGHT REVEAL	TRANSITION
56	610+02.71 14.75' LT	6.0'	-0.40%	6"	6'6"	6"	7'8"



WHEELCHAIR RAMP
SINGLE DIRECTION
NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

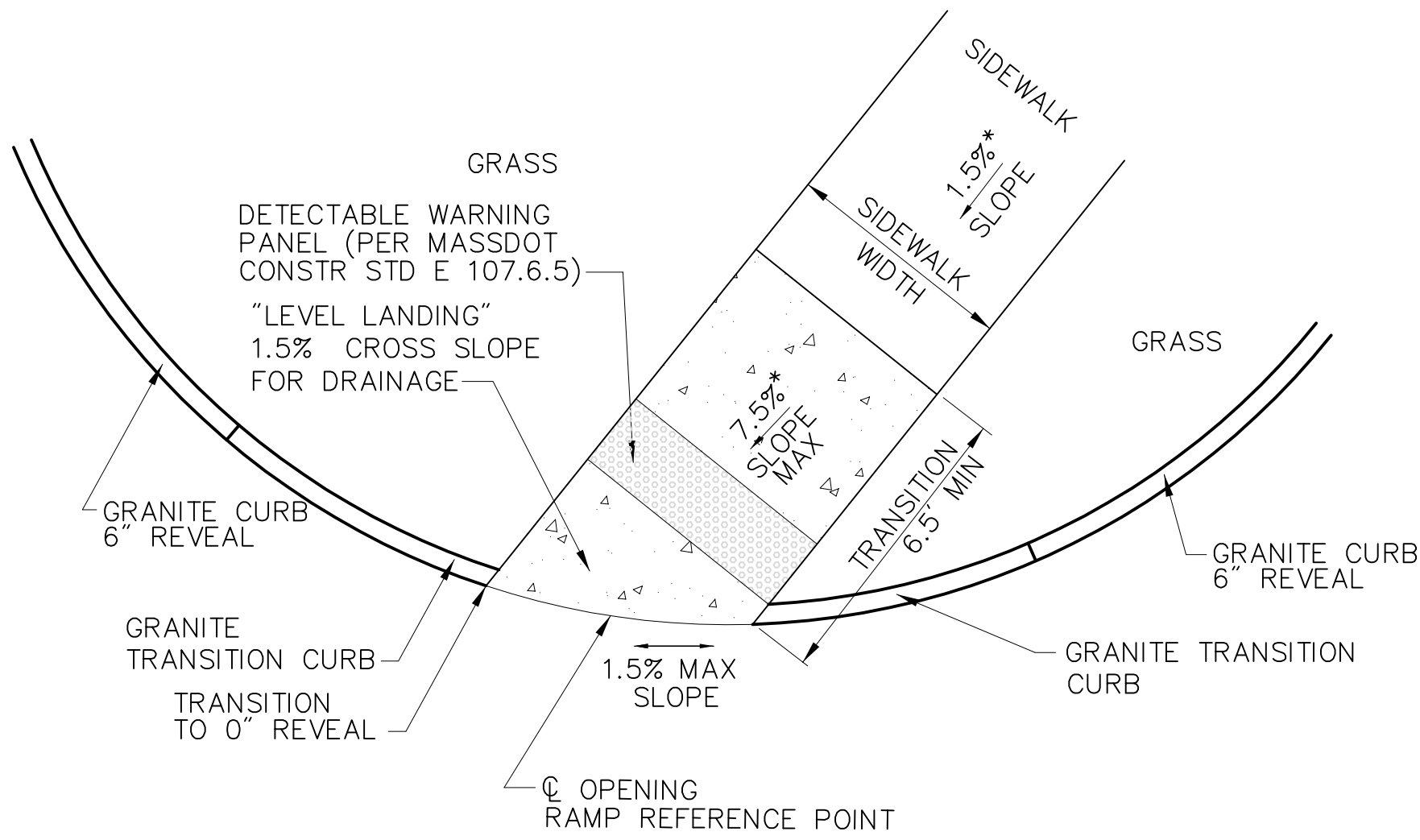
WHEELCHAIR RAMP DATA						
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	TRANSITION	REVEAL	℄ OPENING ELEVATION
45	620+07.12 22.30' LT	10.2'	0.80%	3'10"	3"	59.18
48	403+63.01 22.13' RT	6.0'	0.49%	6'6"	6"	63.53



WHEELCHAIR RAMP SINGLE DIRECTION
WITH BRICK ACCENT STRIP
NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP DATA						
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	TRANSITION	REVEAL	℄ OPENING ELEVATION
8	57+57.81 30.19' RT	9.9'	0.59%	3'8"	3"	63.22

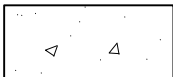
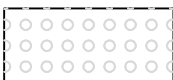


WHEELCHAIR RAMP – SINGLE DIRECTION
GRASS ADJACENT
NTS

* TOLERANCE FOR CONSTRUCTION ±0.5%

WHEELCHAIR RAMP DATA					
NO.	LOCATION	SIDEWALK WIDTH	ROADWAY GUTTER	TRANSITION	℄ OPENING ELEVATION
9	58+54.09 30.24' RT	6.0'	0.73%	6'6"	63.61
32	78+26.39 30.25' LT	6.0'	1.33%	9'0"	62.03
34	82+24.15 29.22' RT	6.0'	0.70%	7'8"	61.65
35	91+29.80 29.99' LT	6.0'	2.00%	6'6"	62.51
36	91+74.38 29.85' LT	6.0'	2.20%	6'6"	62.70
52	504+08.46 22.44' RT	6.0'	WCR AT HIGHPOINT	6'6"	61.39
57	628+11.14 26.67' RT	5.0'	1.00%	6'6"	58.09
58	626+45.57 26.22' RT	5.0'	0.40%	6'6"	57.93
61	628+61.30 27.31' RT	5.0'	0.84%	6'6"	57.77
70	626+00.62 26.24' RT	5.0'	0.84%	7'8"	57.66
71	79+29.59 30.44' LT	6.0'	-1.58%	6'6"	62.49

LEGEND

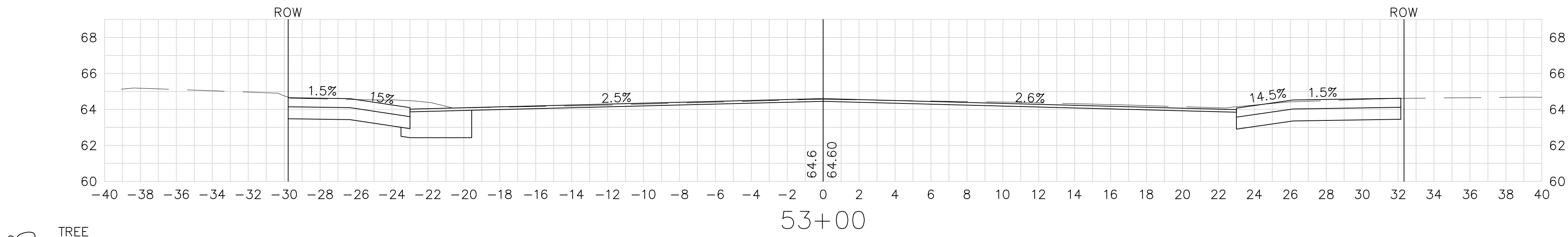
- LIMITS OF CEMENT CONCRETE
WHEELCHAIR RAMP
- LIMITS OF DETECTABLE WARNING
PANEL (SEE SPECIFICATIONS FOR COLOR)

SEE ALIGNMENT PLANS FOR LOCATIONS

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

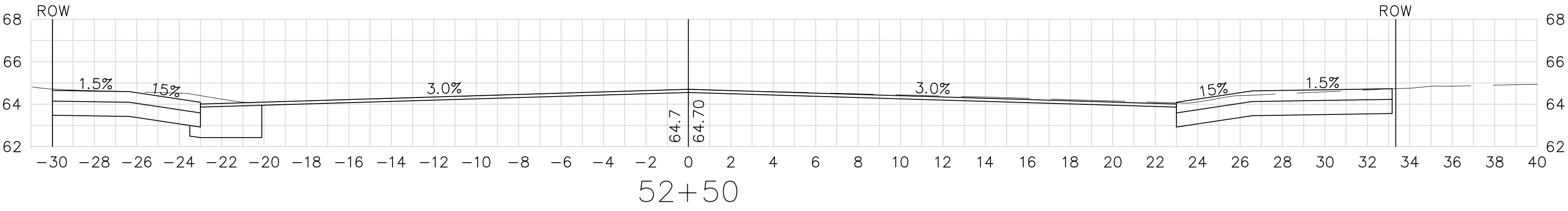
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	106	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET



TREE
+99
25' LT

LP
+96
24' RT



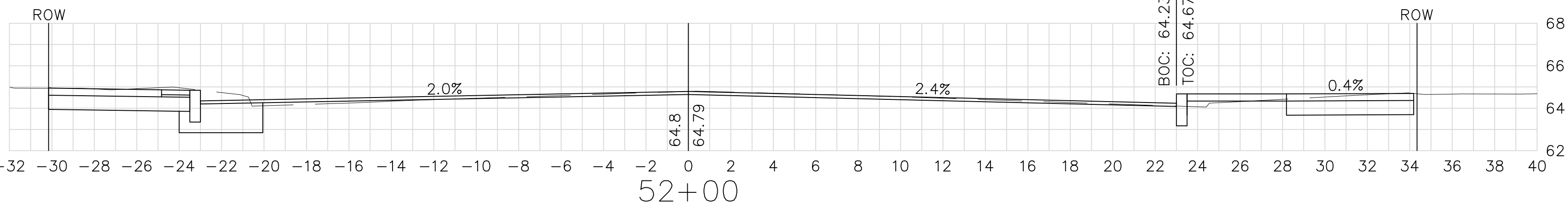
LP
+21
25' LT

20" TREE
+66
25' RT

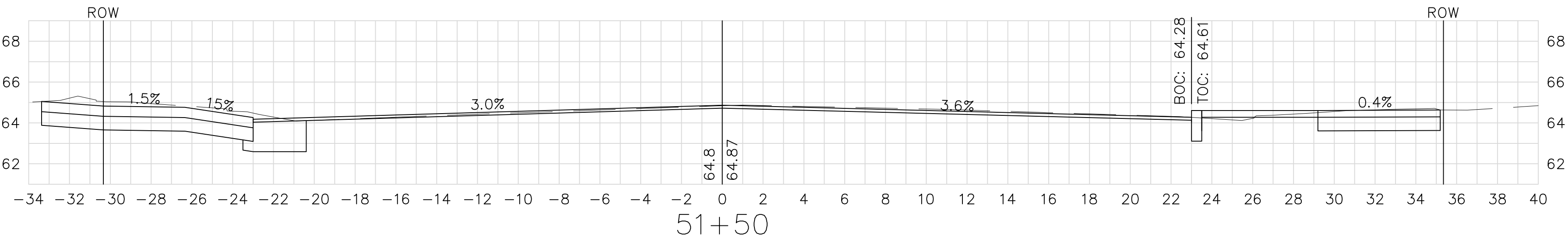
TREE
+99
25' LT

TREE
+84
27' RT

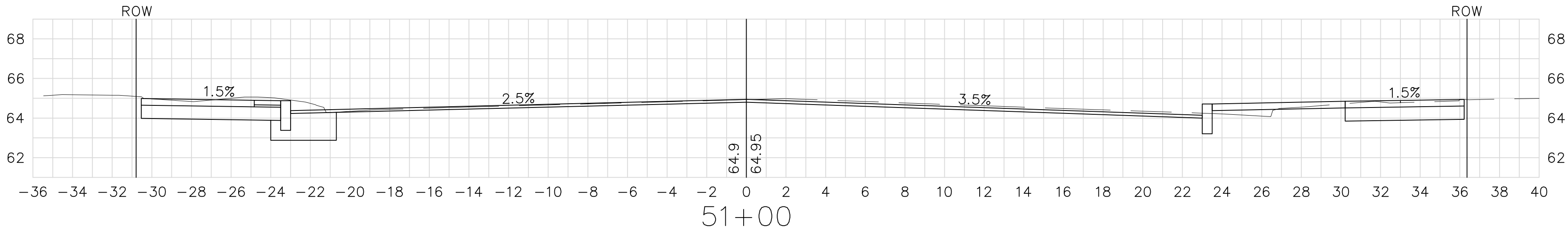
10" TREE
+96
23' LT



4" TREE
+61
27' RT



LP
+35
27' RT



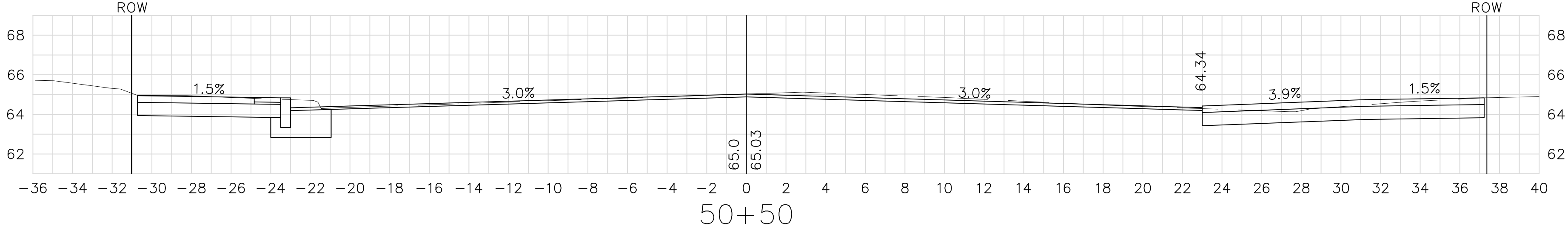
30" TREE
+24
29' RT

18" TREE
+98
23' LT

LP
+78
25' LT

30" TREE
+92
29' RT

10" TREE
+63
23' LT

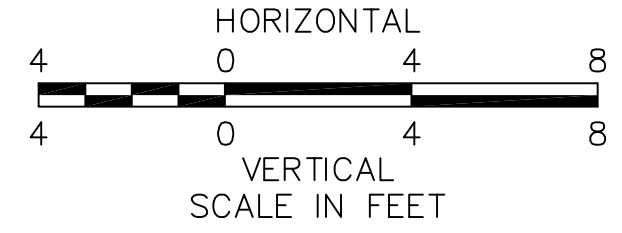
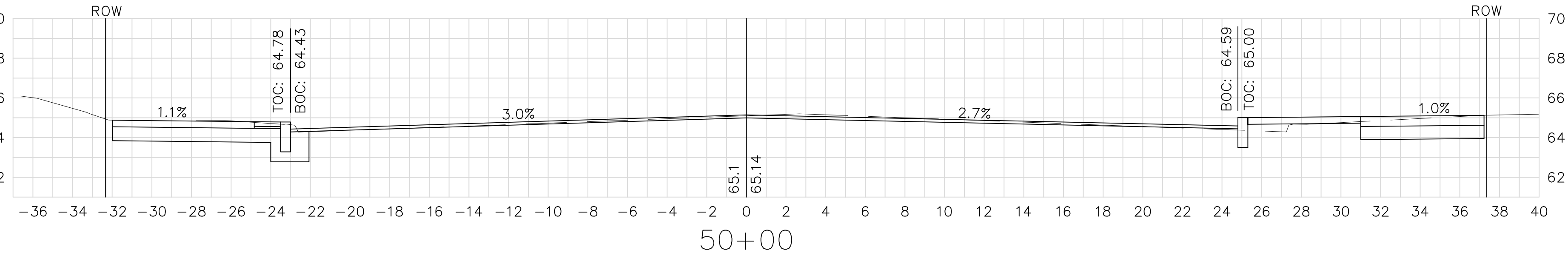


TREE
+53
28' RT

TREE
+44
25' LT

5" TREE
+24
30' RT

LP
+27
23' LT



FOR GENERAL PLANS SEE SHEET NOS. 8-9

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	107	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

LP
+96
26' LT

20" TREE
+90
25' LT

TREE
+53
25' LT

30" TREE
+53
23' LT

LP
+09
25' LT

TREE
+60
25' LT

TREE
+94
25' LT

LP
+68
25' RT

TREE
+50
25' LT

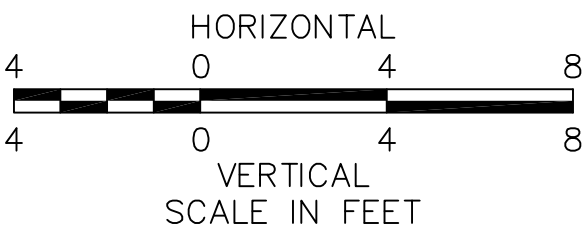
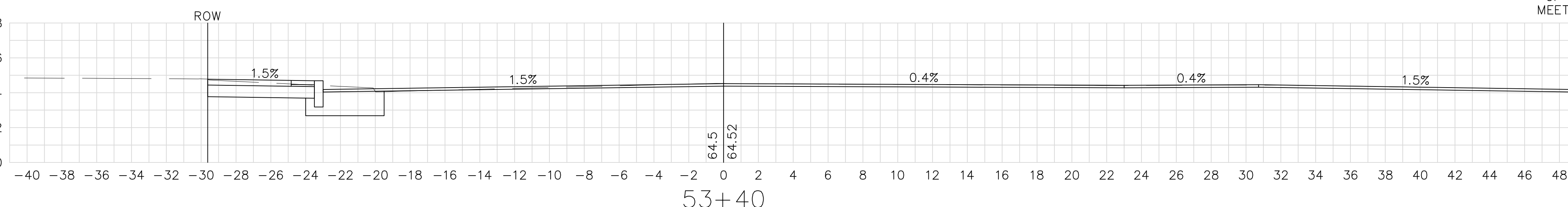
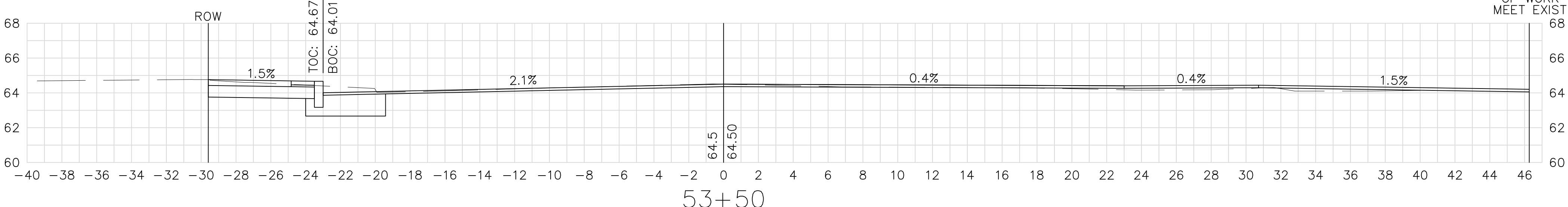
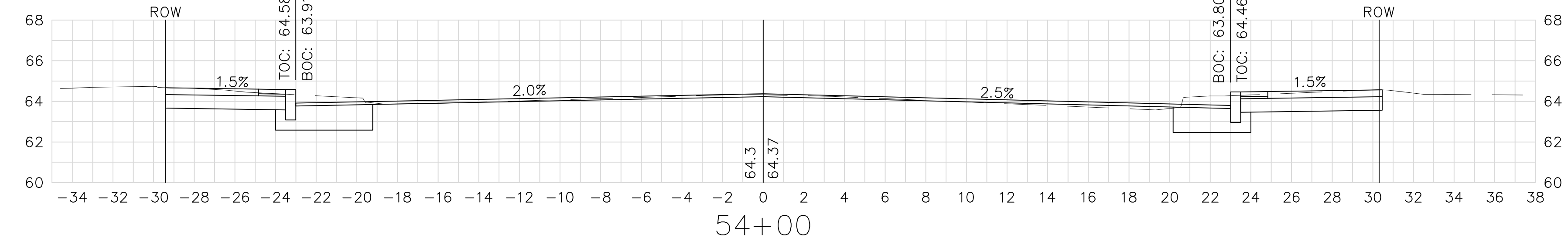
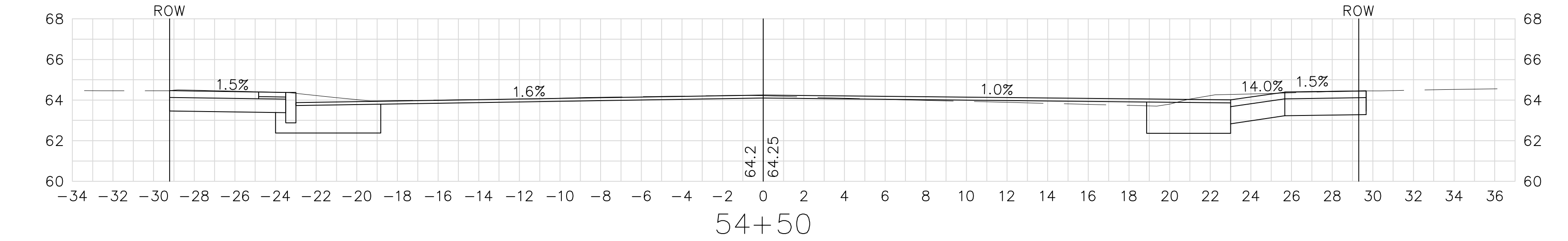
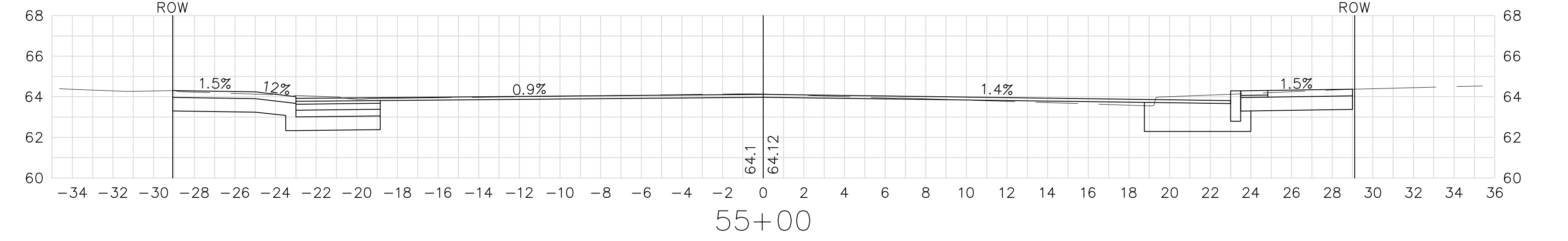
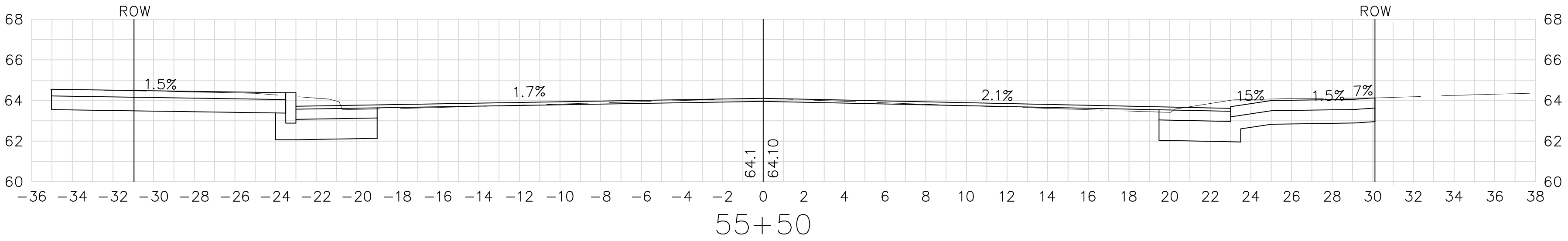
TREE
+33
25' RT

6" TREE
+83
21' RT

TREE
+61
25' RT

LP
+34
25' RT

TREE
+11
25' RT



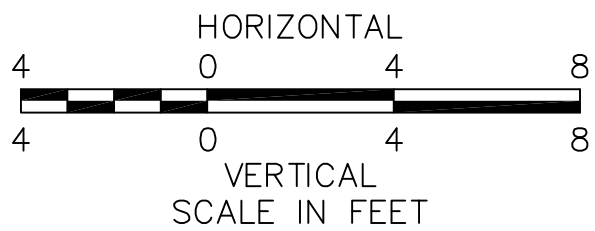
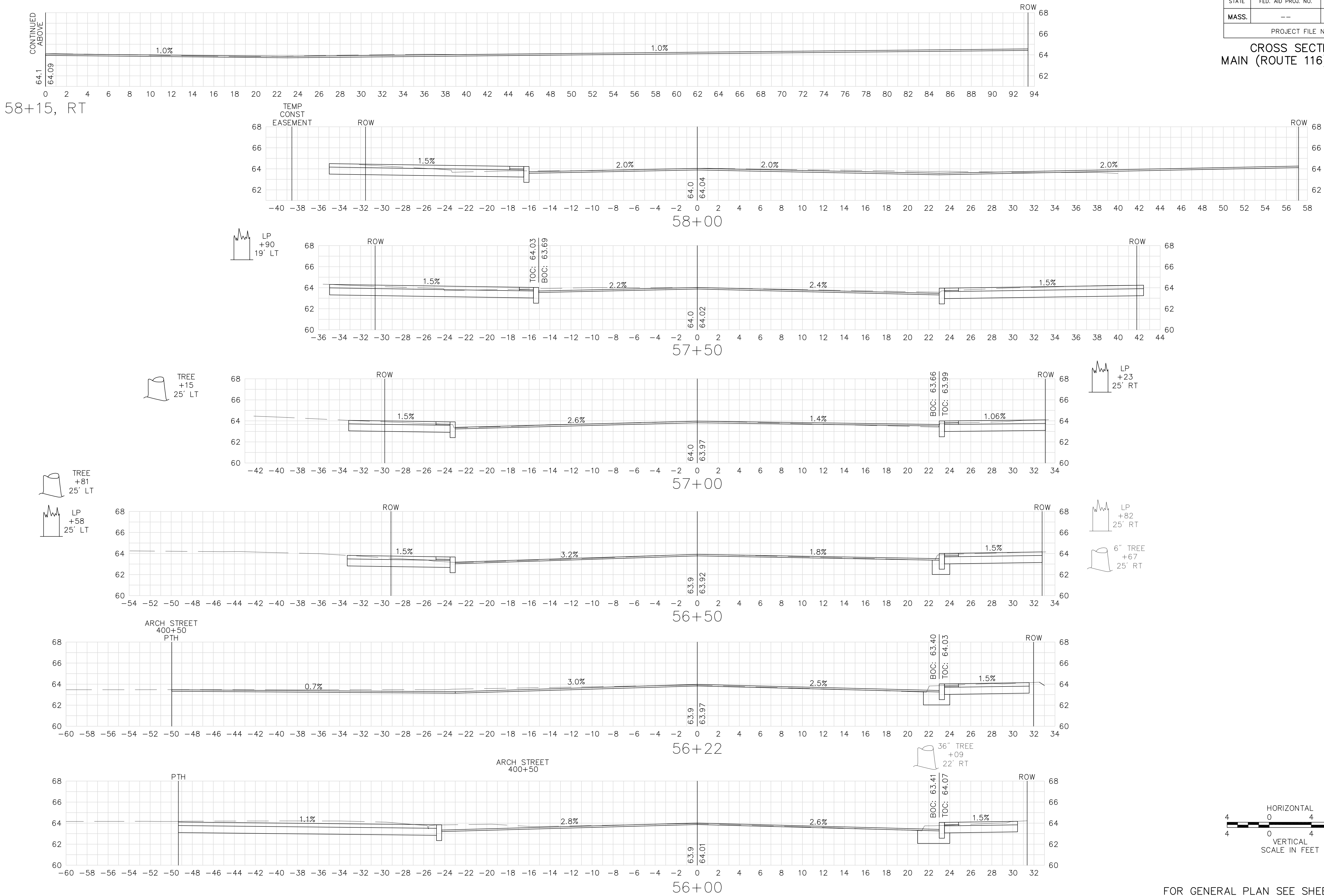
FOR GENERAL PLAN SEE SHEET NO. 9

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	108	145

PROJECT FILE NO. 605222

CROSS SECTIONS
MAIN (ROUTE 116) STREET



FOR GENERAL PLAN SEE SHEET NOS. 9-10

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	109	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

LP
+13
25' RT

4" TREE
+77
25' RT

TREE
+31
25' RT

LP
+78
35' RT

TREE
+66
46' RT

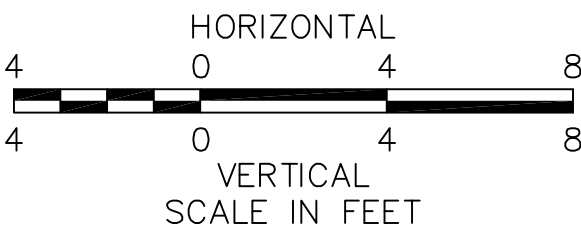
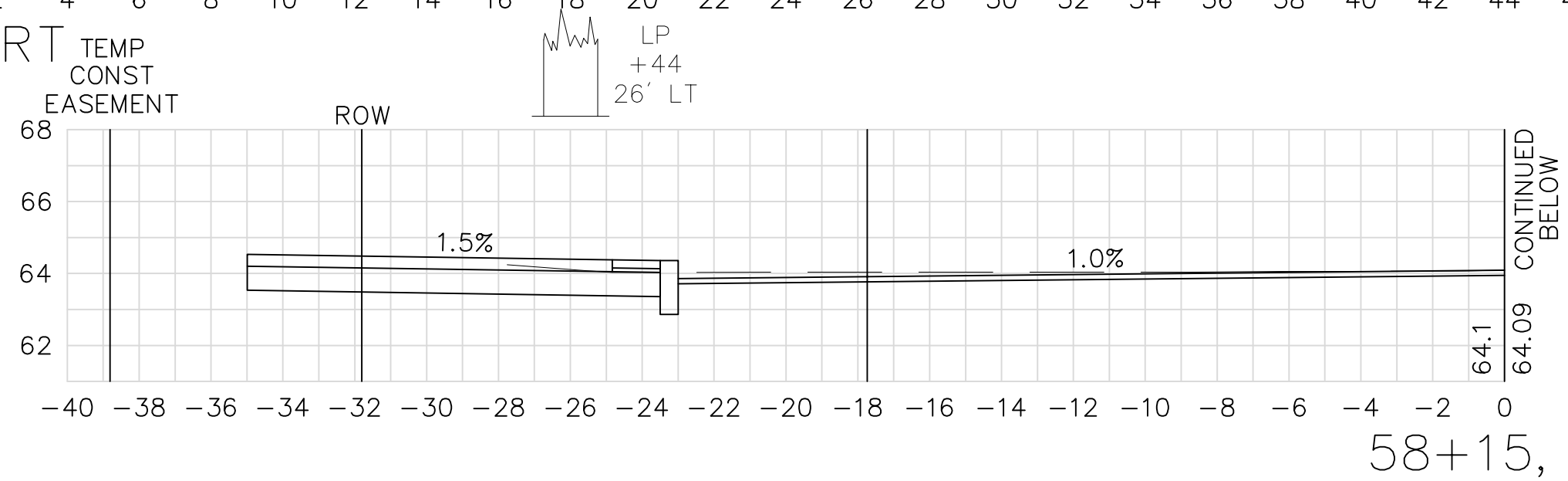
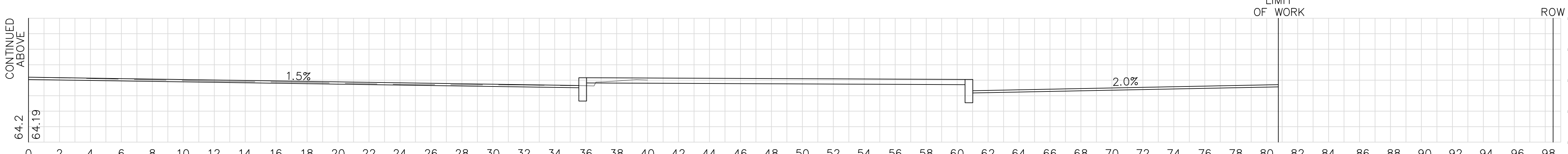
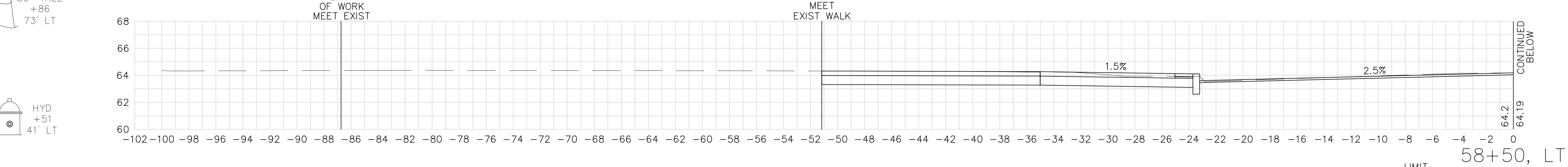
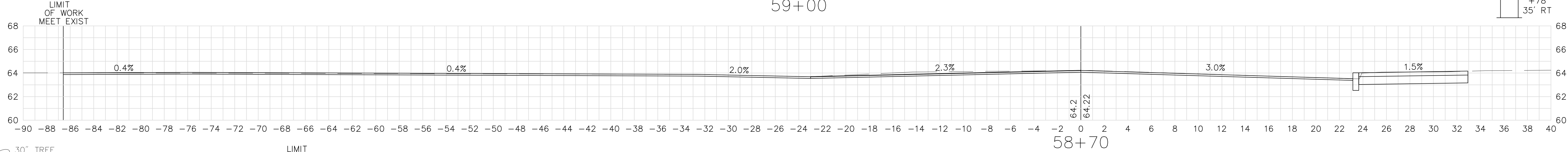
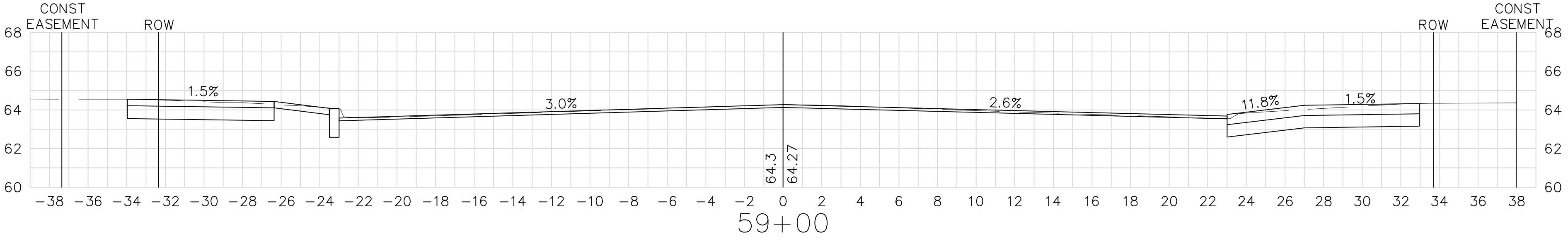
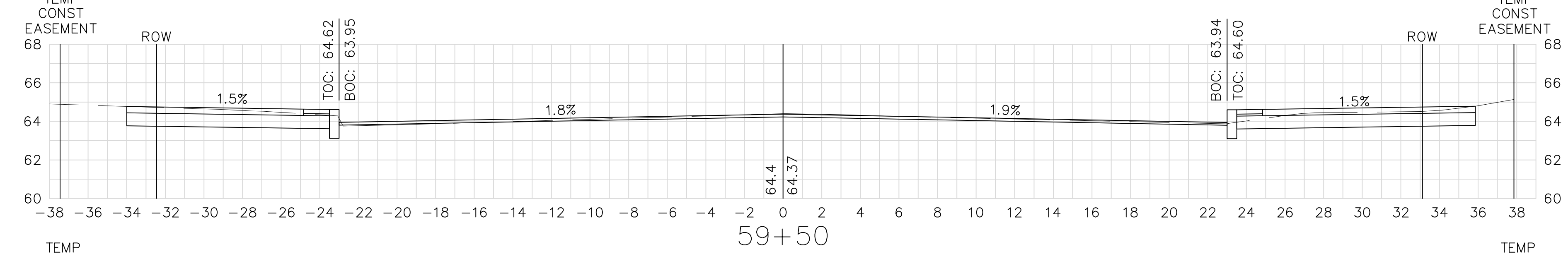
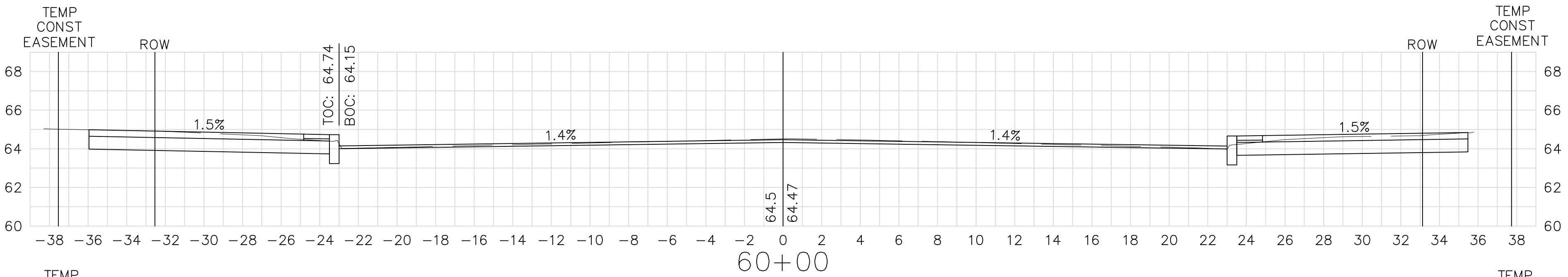
10" TREE
+26
24' LT

TREE
+88
25' LT

TREE
+57
25' LT

LP
+40
26' LT

8" TREE
+25
25' LT

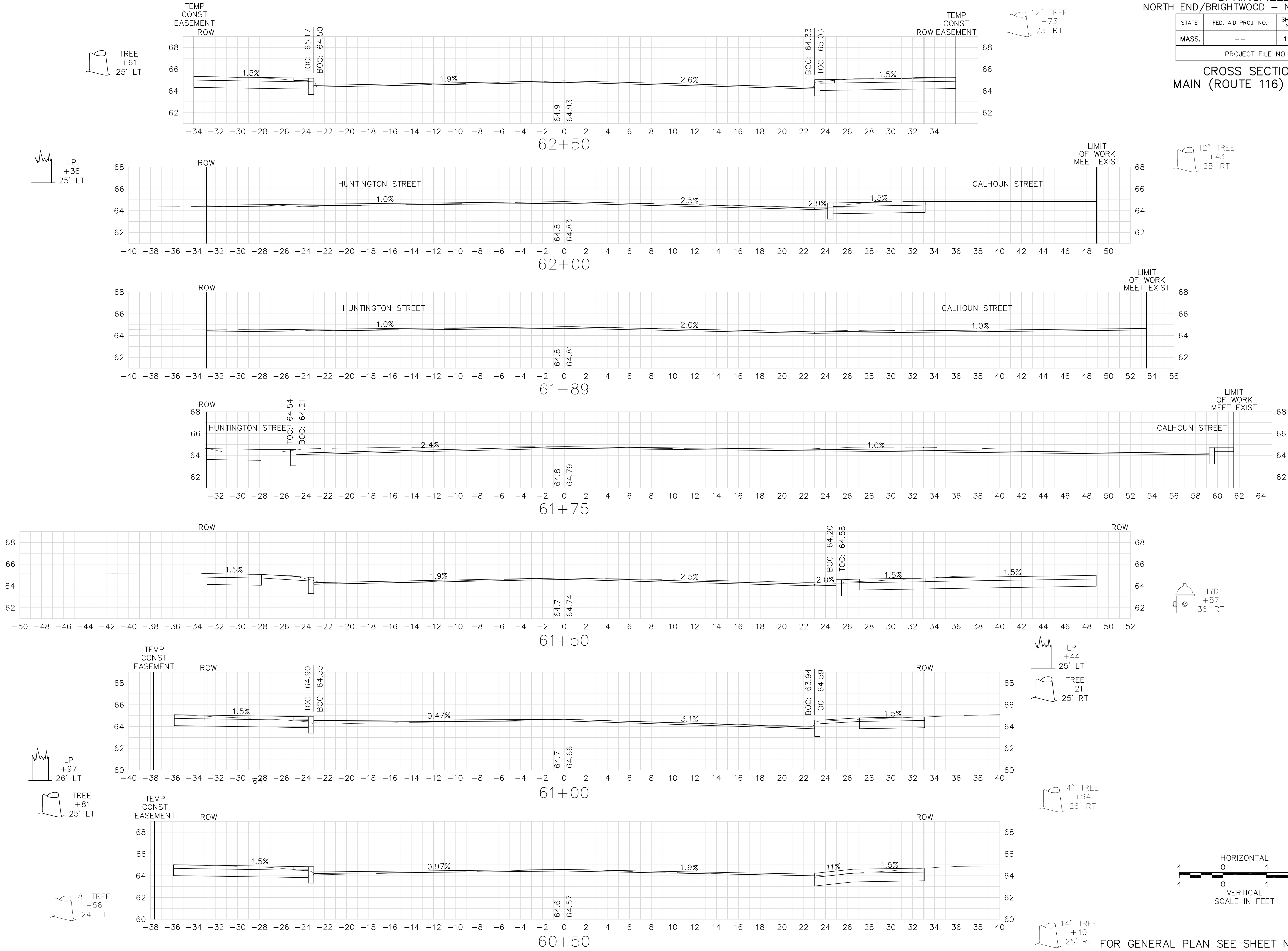


FOR GENERAL PLAN SEE SHEET NO. 10

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	110	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

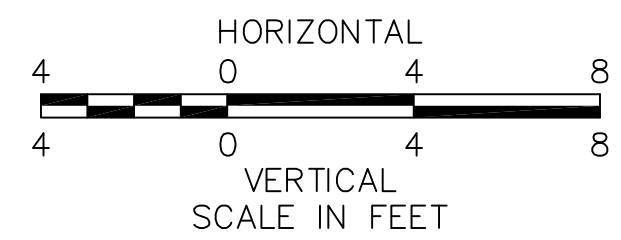
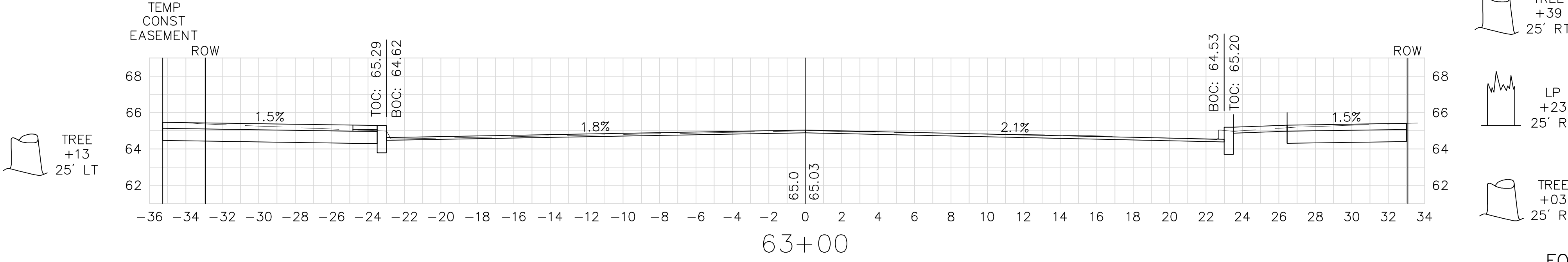
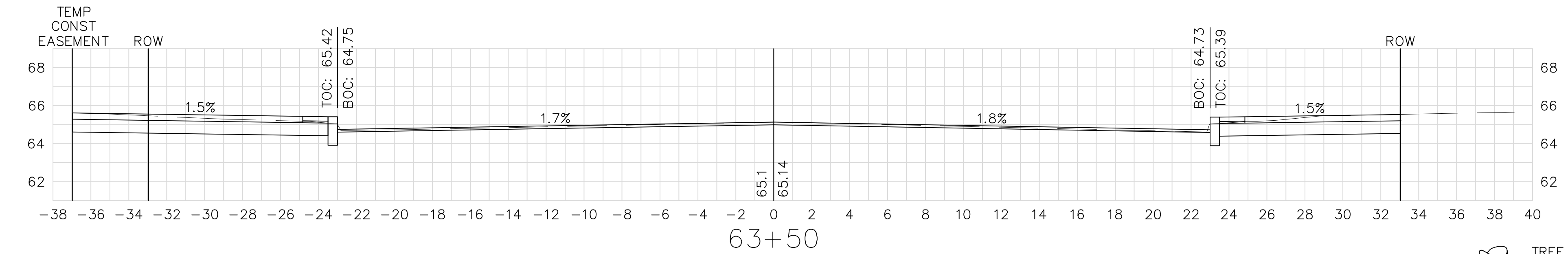
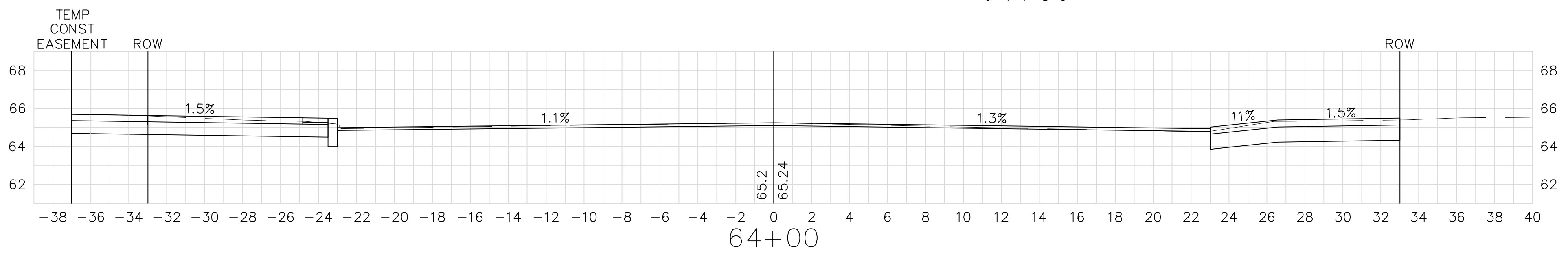
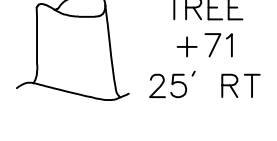
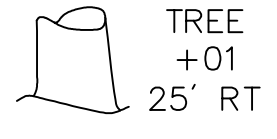
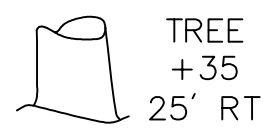
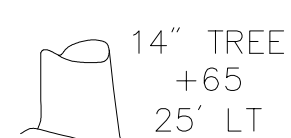
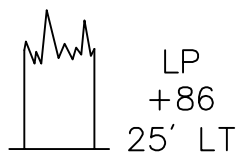
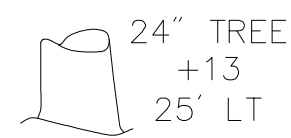
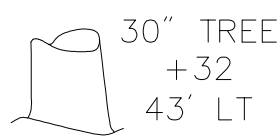
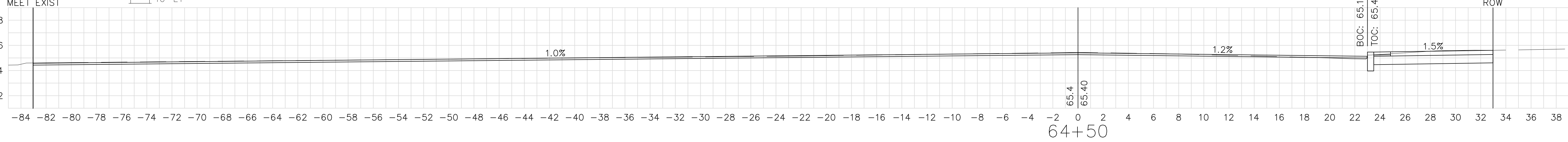
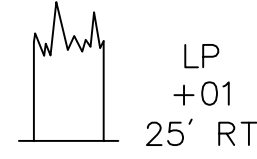
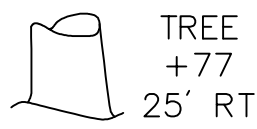
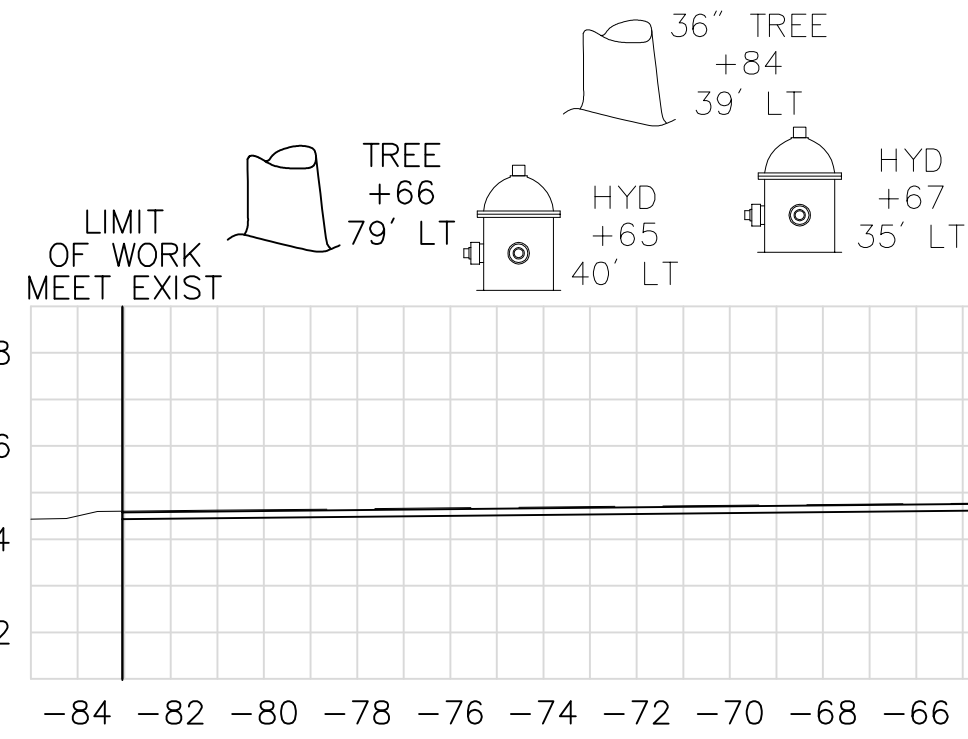
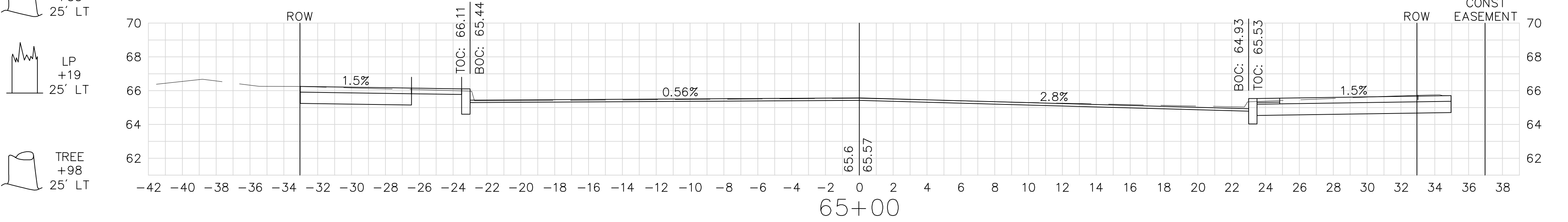
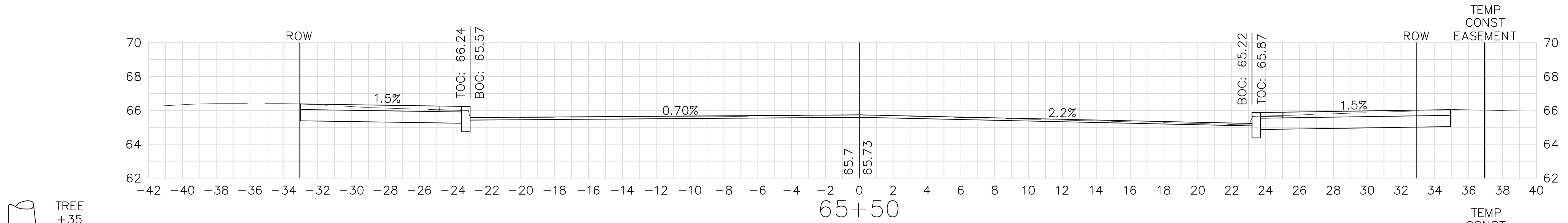
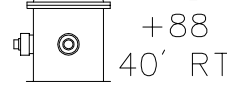


FOR GENERAL PLAN SEE SHEET NOS. 10 & 12

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	111	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

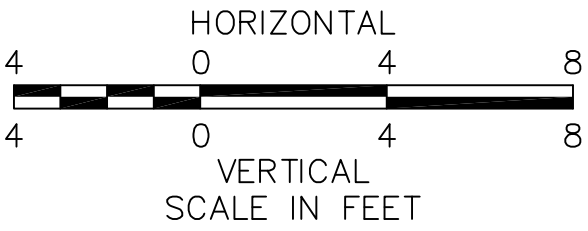
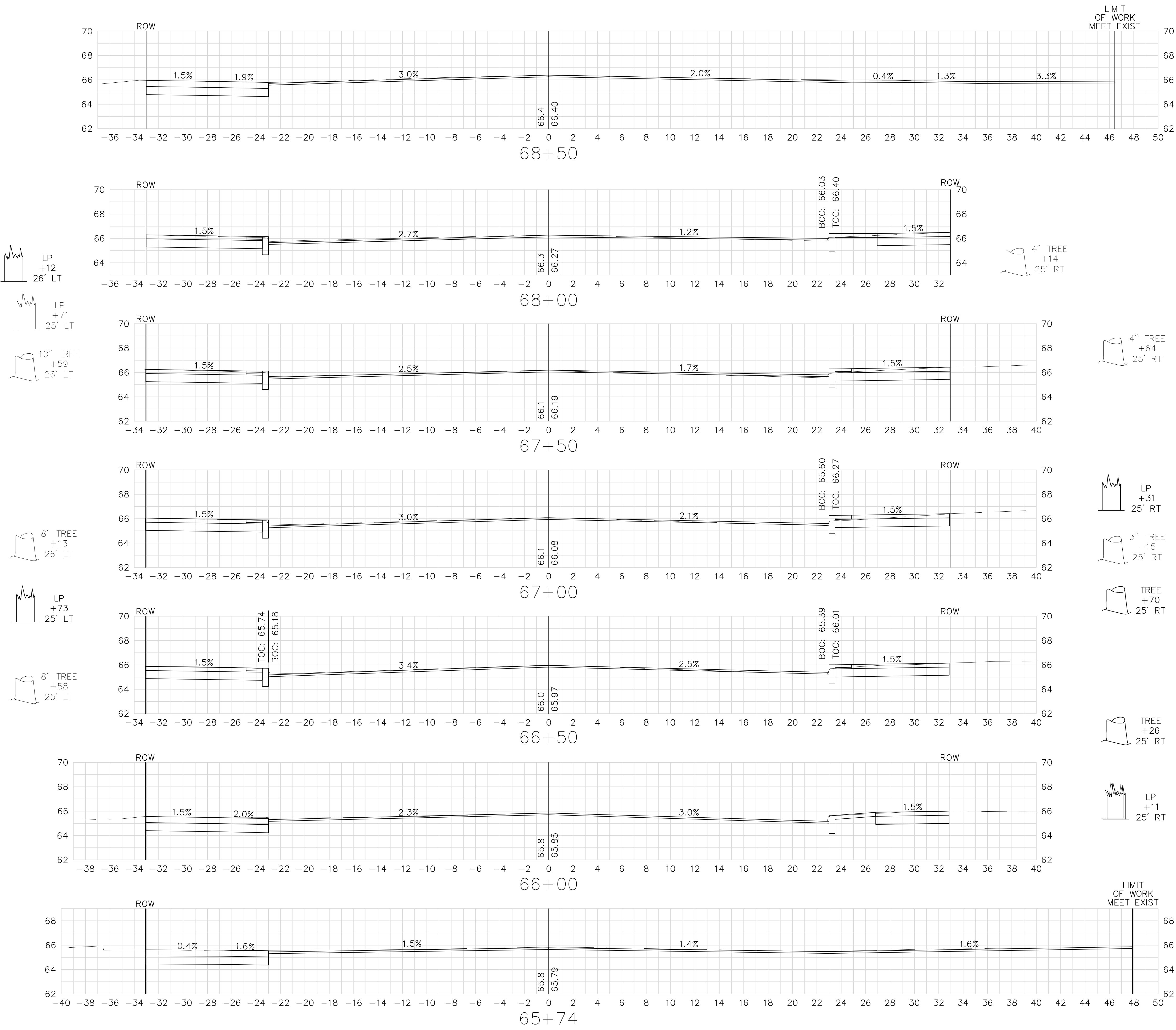


FOR GENERAL PLAN SEE SHEET NO. 12

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	112	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

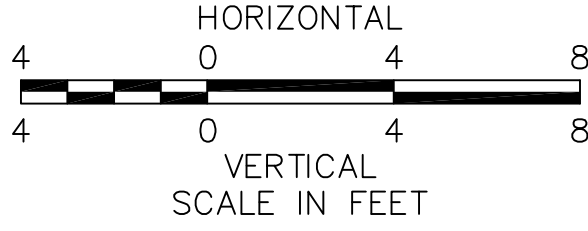
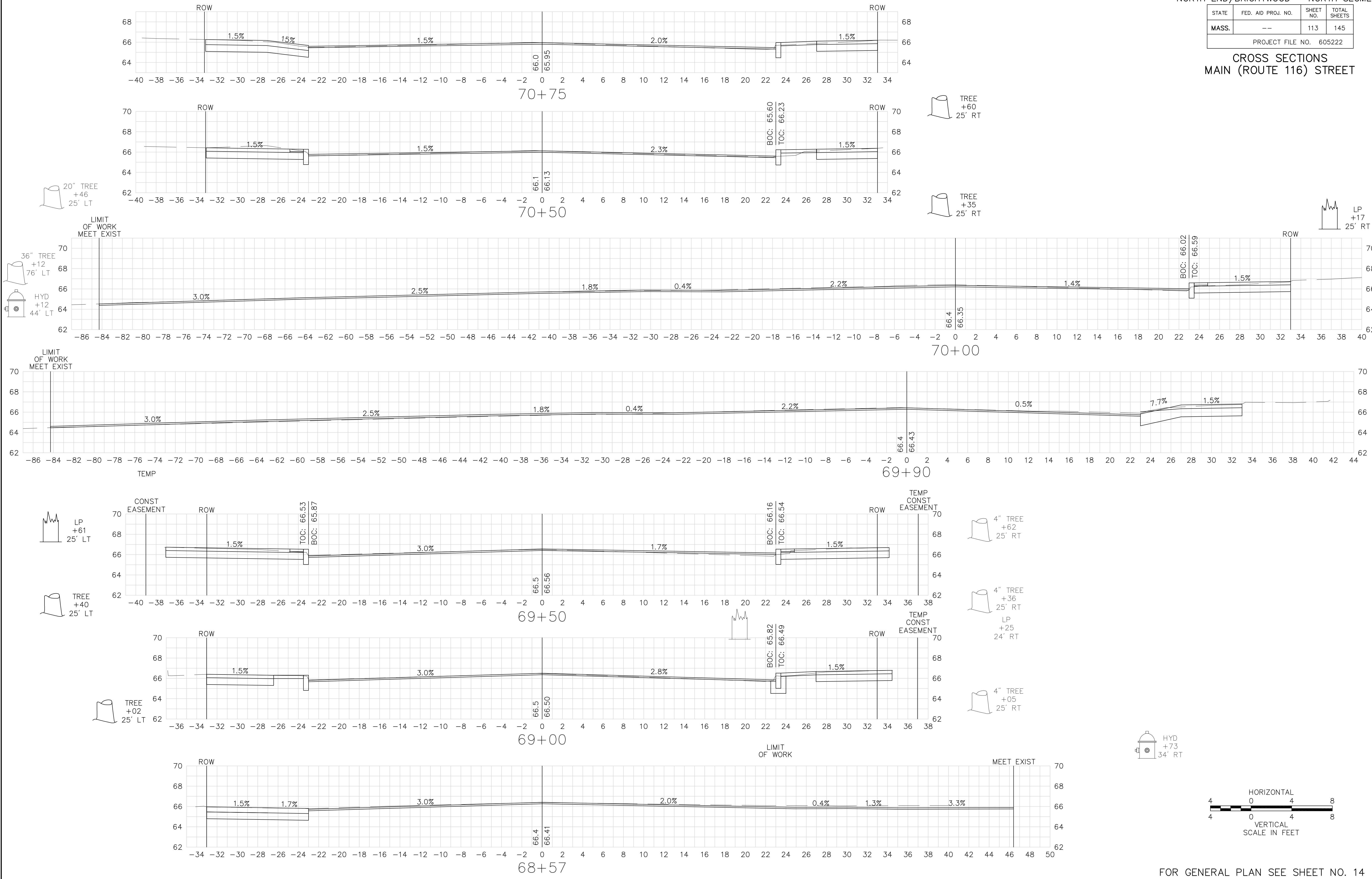


FOR GENERAL PLAN SEE SHEET NOS. 12 & 14

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	113	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

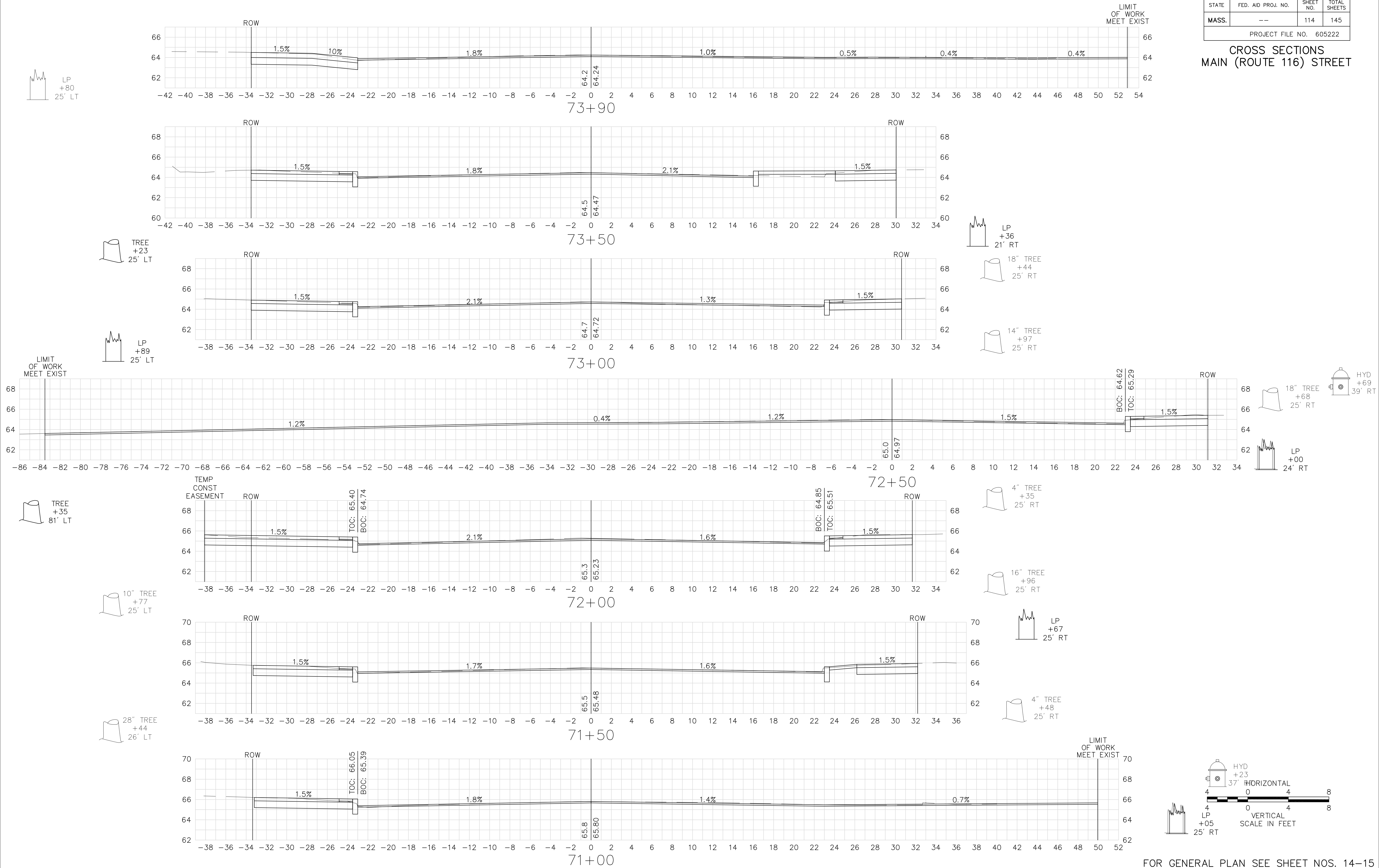


FOR GENERAL PLAN SEE SHEET NO. 14

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	114	145
PROJECT FILE NO. 605222			

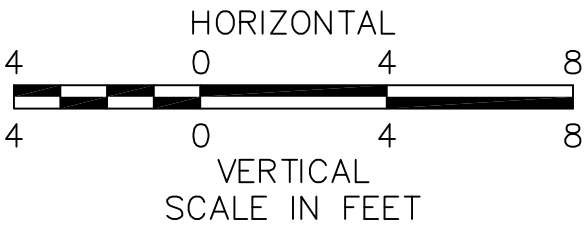
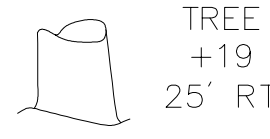
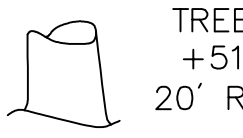
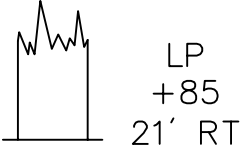
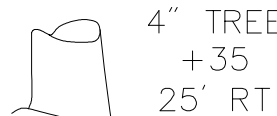
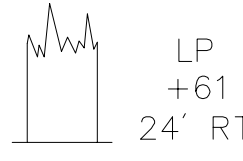
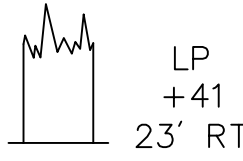
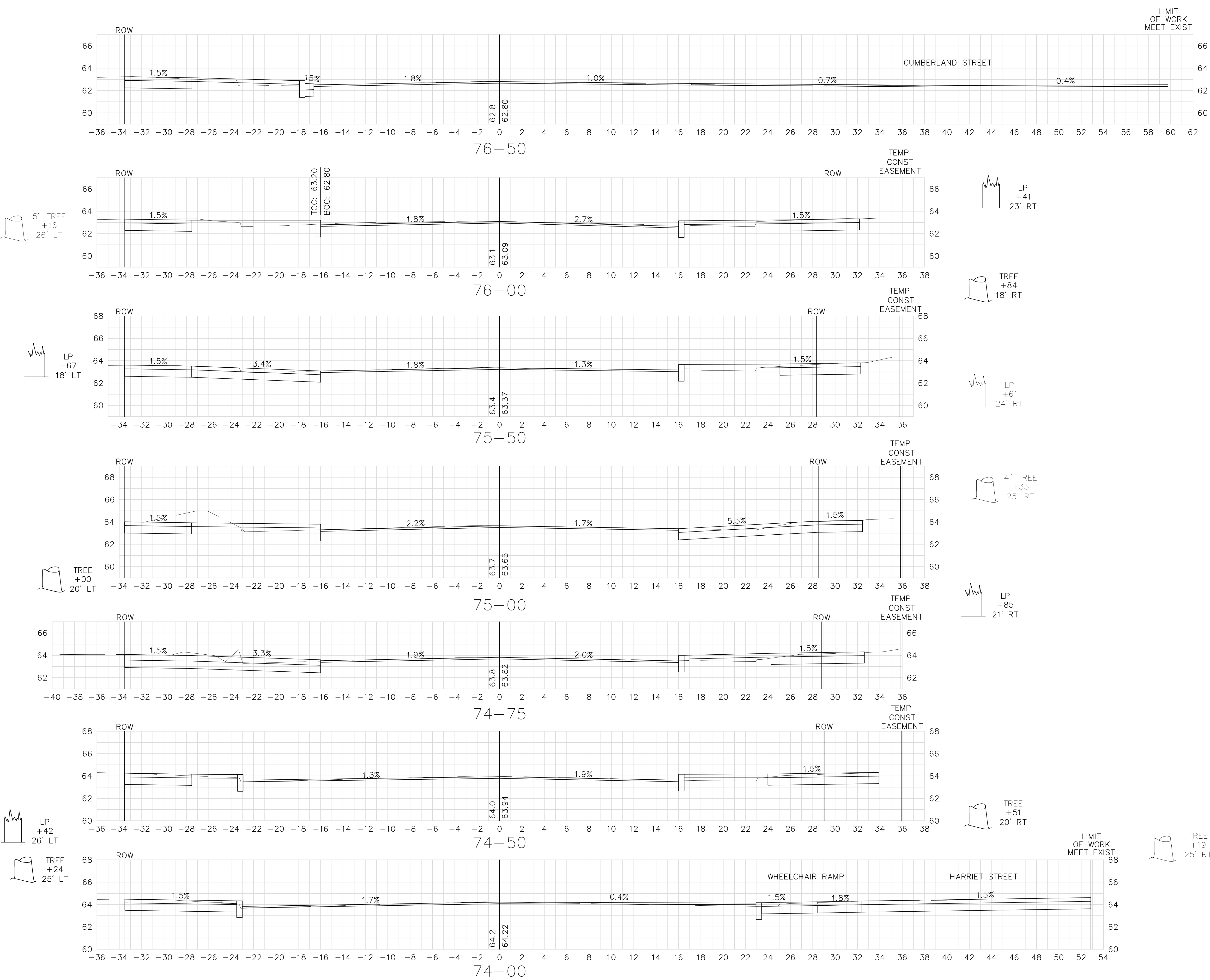
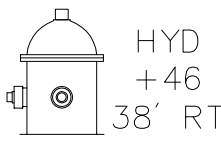
CROSS SECTIONS
MAIN (ROUTE 116) STREET



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	115	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

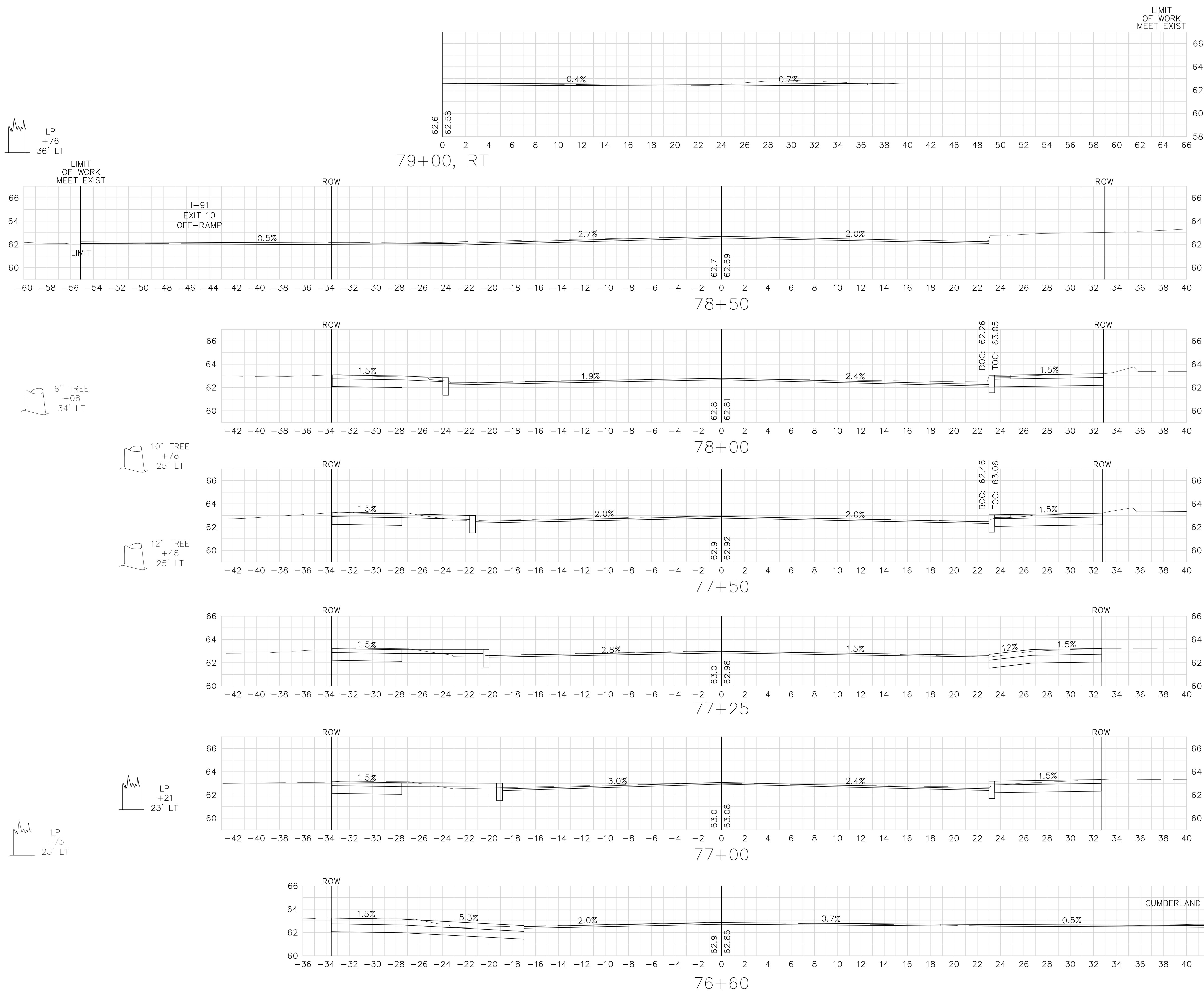


FOR GENERAL PLANS SEE SHEET NO. 15

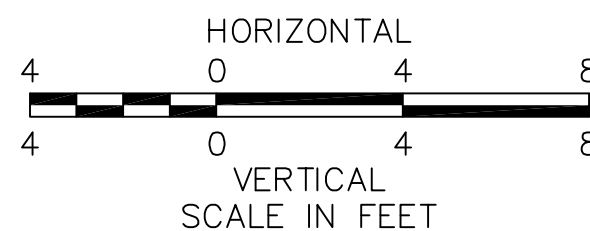
SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	116	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET



- 5" TREE +12 25' RT
- TREE +05 25' RT
- LP +93 25' RT
- 10" TREE +49 26' RT



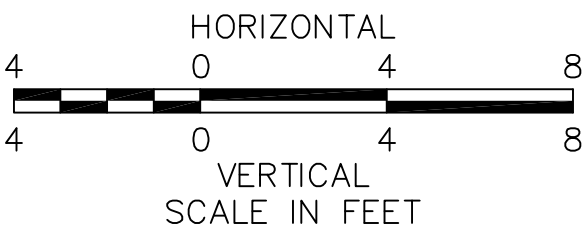
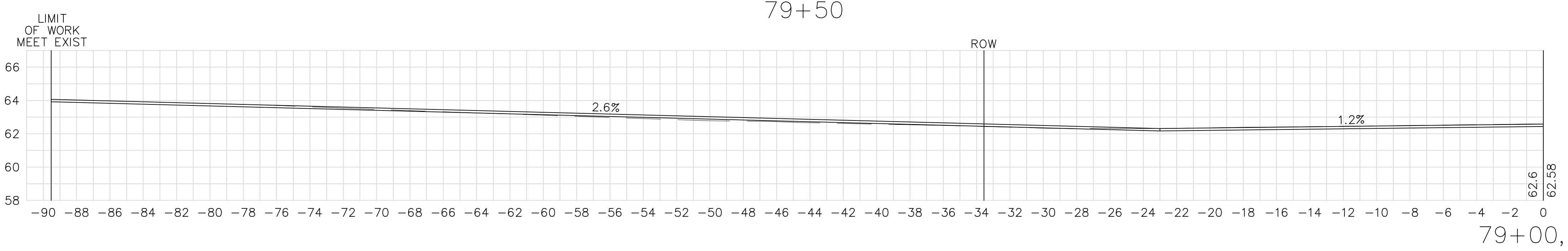
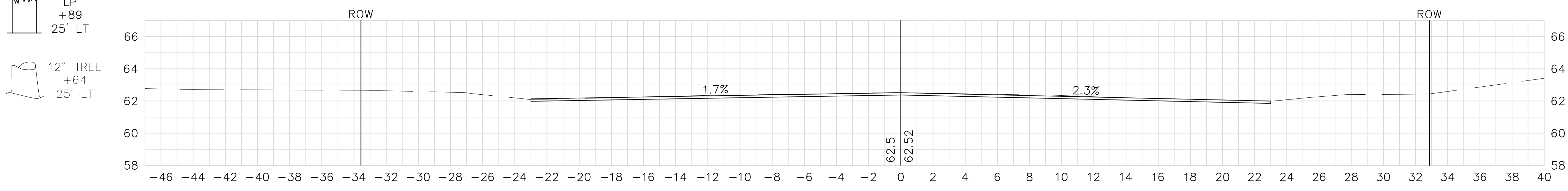
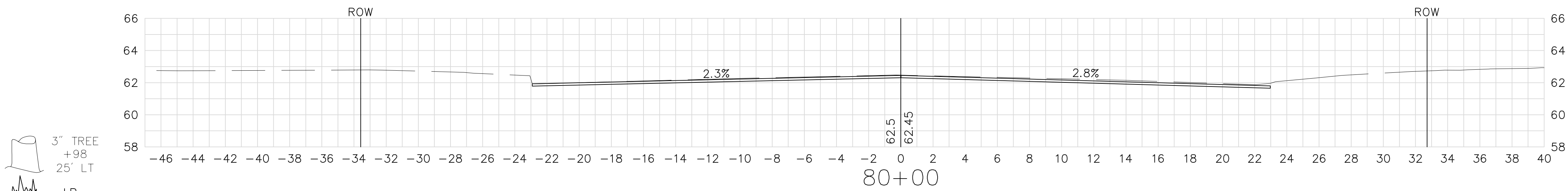
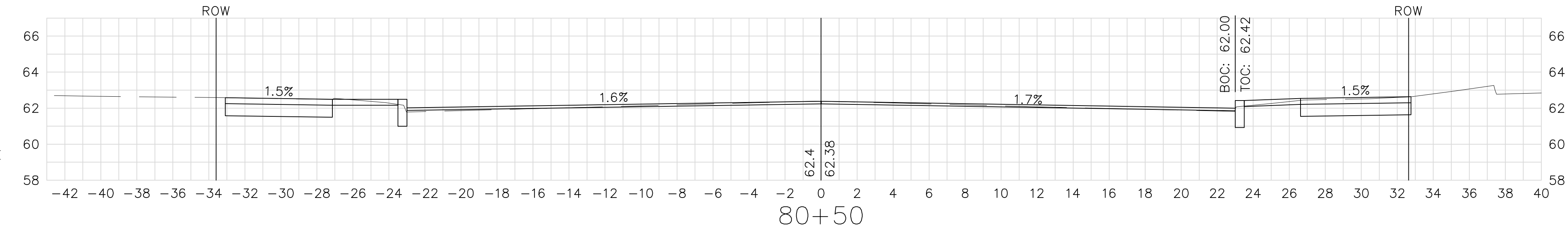
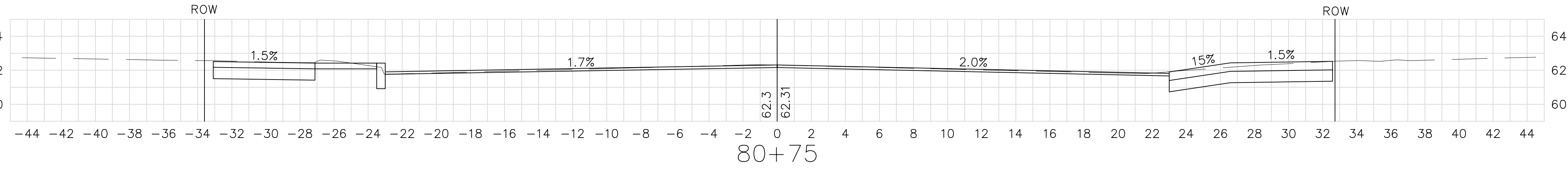
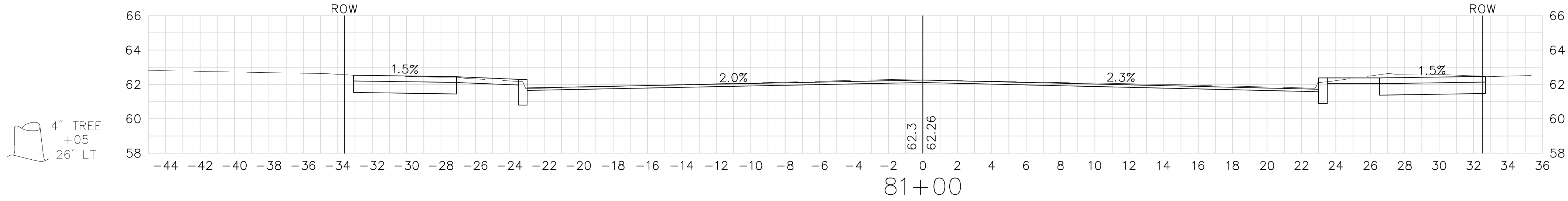
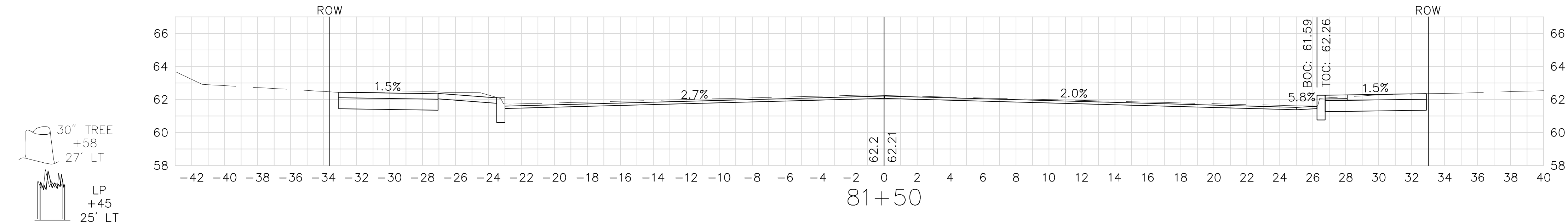
- 10" TREE +92 45' RT
- LIMIT OF WORK MEET EXIST

FOR GENERAL PLAN SEE SHEET NOS. 15-16

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	117	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET



FOR GENERAL PLAN SEE SHEET NO. 16

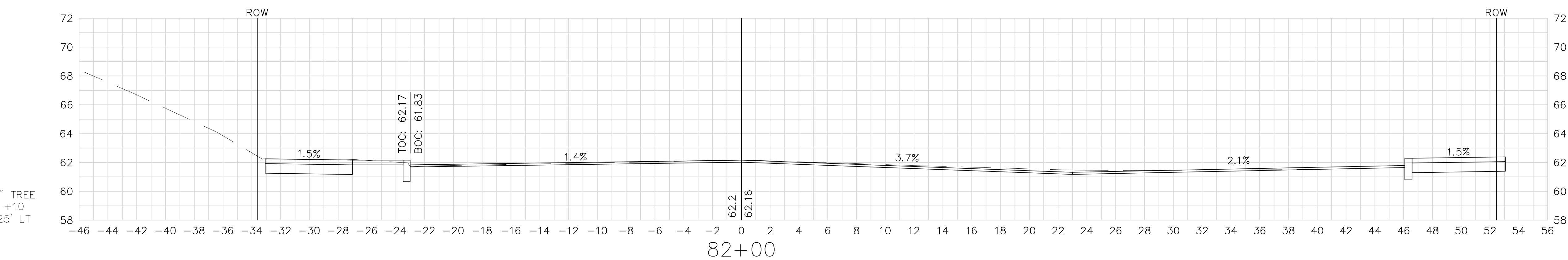
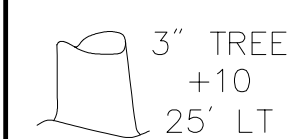
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	118	145
PROJECT FILE NO. 605222			



4" TREE
+75
25' RT



HYD
+59
54' RT

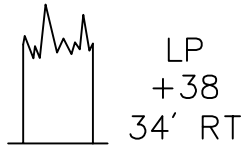


\\vhb\proj\Worcester\09790.00\cad\te\Planset\Phase 2\09790XS.dwg

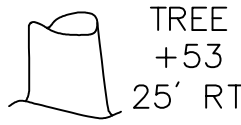
SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	119	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

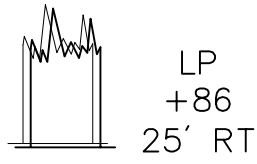


LP
+38
34' RT

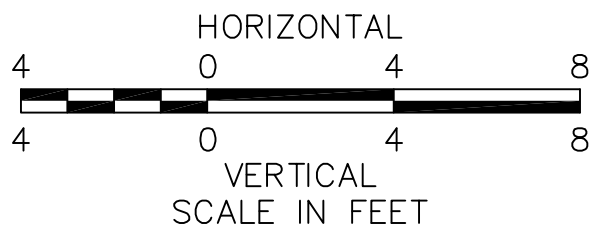


TREE
+53
25' RT

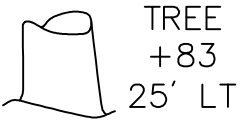
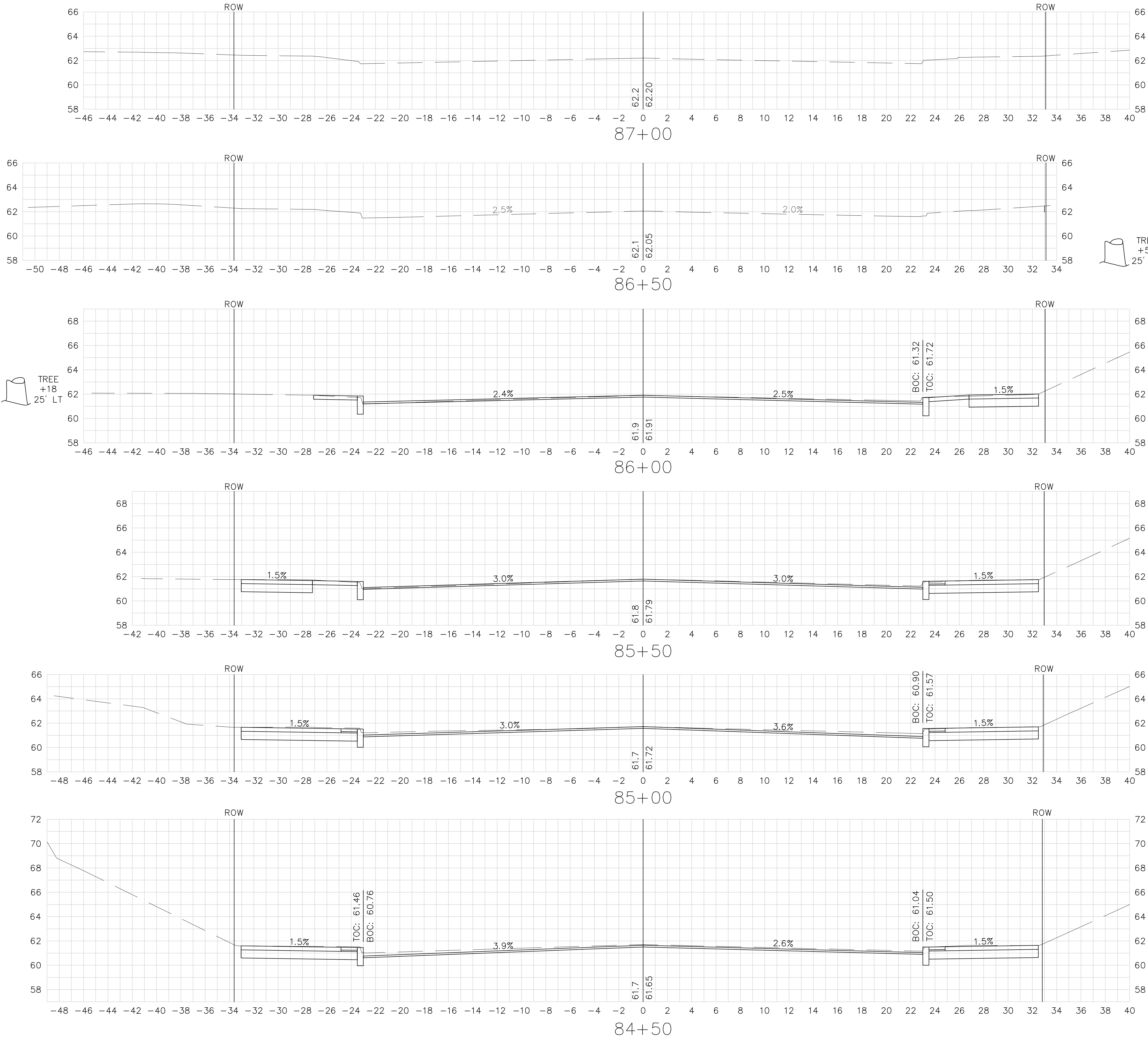
NOTE: STATION 86+50 TO STATION 89+00
CROSS SECTIONS SHALL BE PROVIDED
AFTER INTERSECTION DESIGN HAS BEEN APPROVED



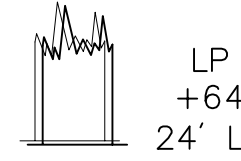
LP
+86
25' RT



FOR GENERAL PLAN SEE SHEET NO. 17



TREE
+83
25' LT

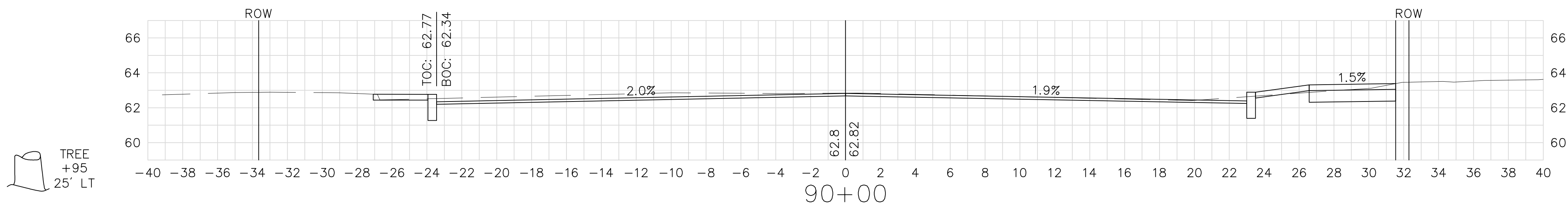


LP
+64
24' LT

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

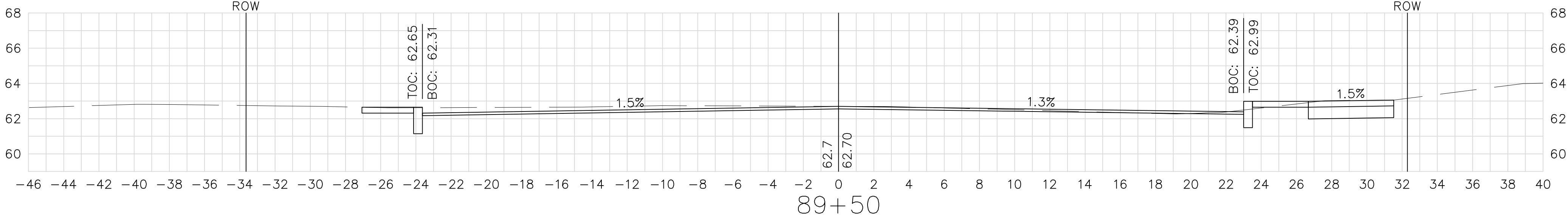
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	120	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET



LP
+61
25' LT

LP
+02
25' RT



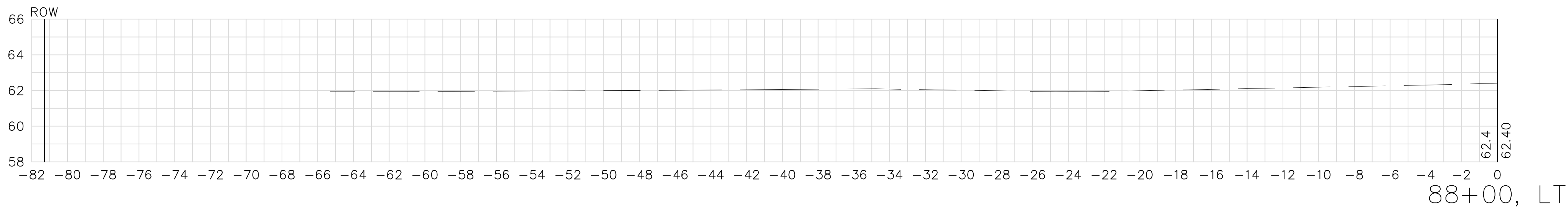
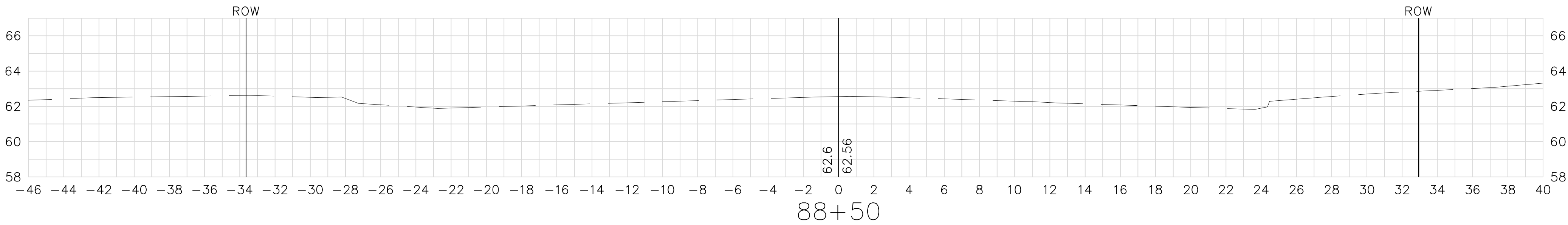
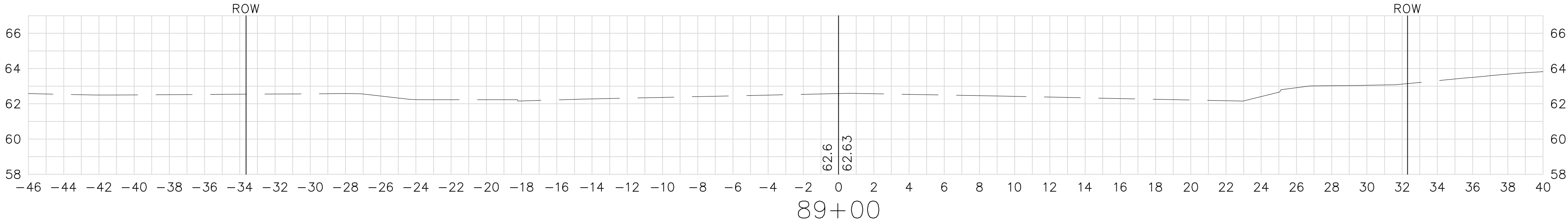
LP
+33
25' LT

TREE
+42
25' RT

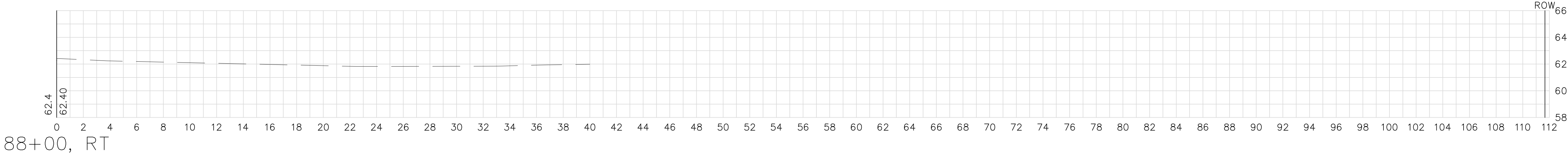
TREE
+16
26' LT

38" TREE
+19
24' RT

LP
+89
26' RT

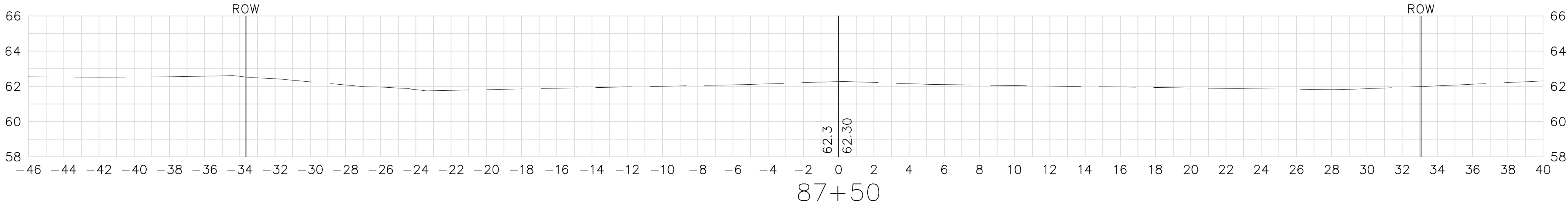
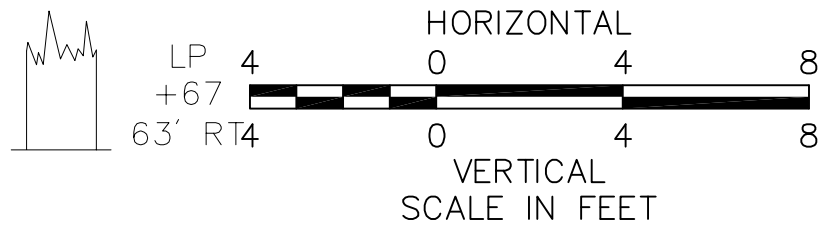


NOTE: STATION 86+50 TO STATION 89+00
CROSS SECTIONS SHALL BE PROVIDED
AFTER INTERSECTION DESIGN HAS BEEN APPROVED



88+00, RT

LP
+51
25' LT



87+50

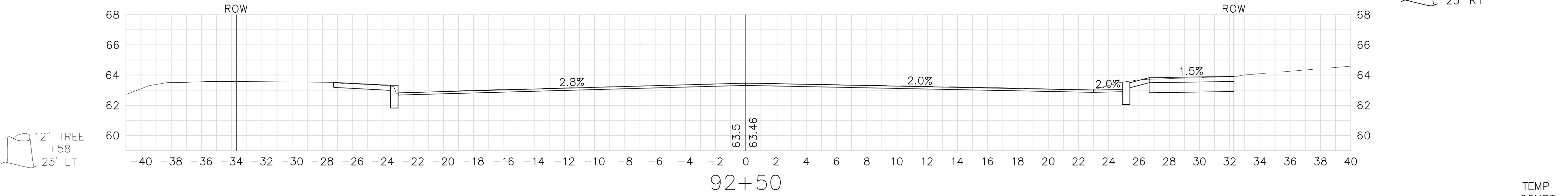
FOR GENERAL PLAN SEE SHEET NOS. 17-18

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

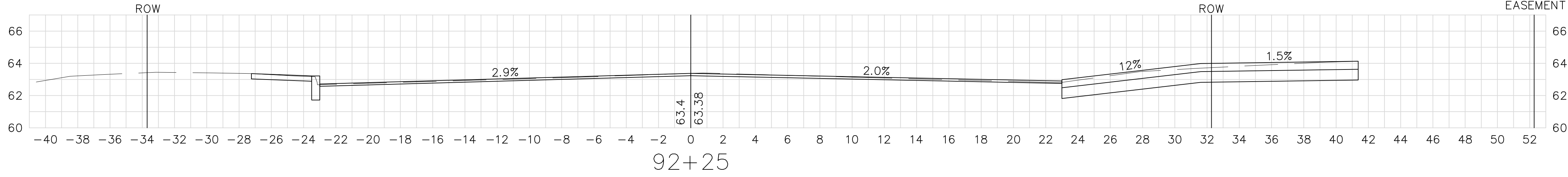
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	121	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

TREE
+74
25' RT

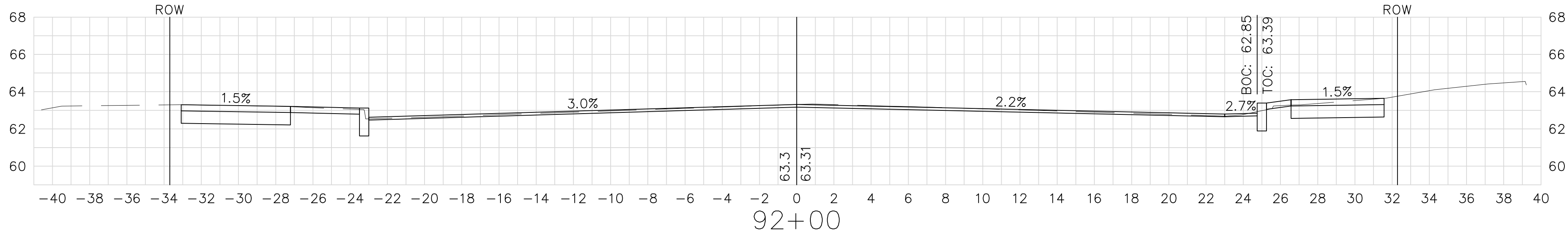


TEMP
CONST
EASEMENT

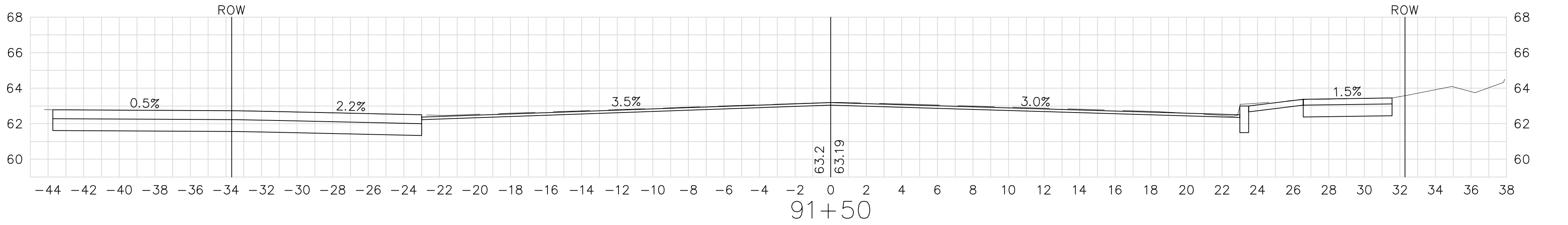


LP
+42
25' LT

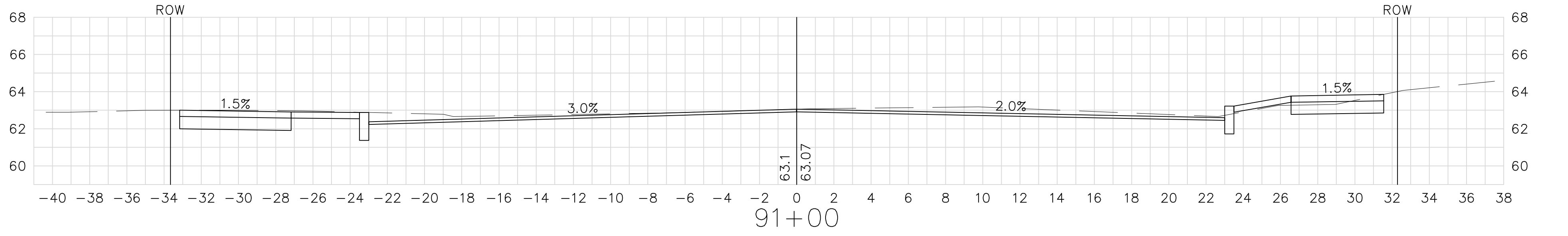
LP
+19
25' LT



TREE
+45
25' RT

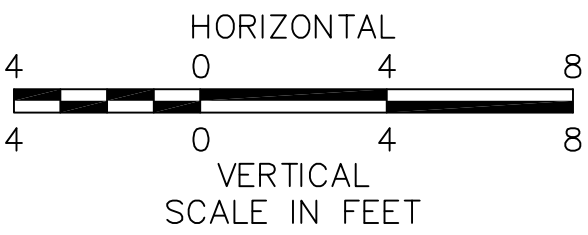
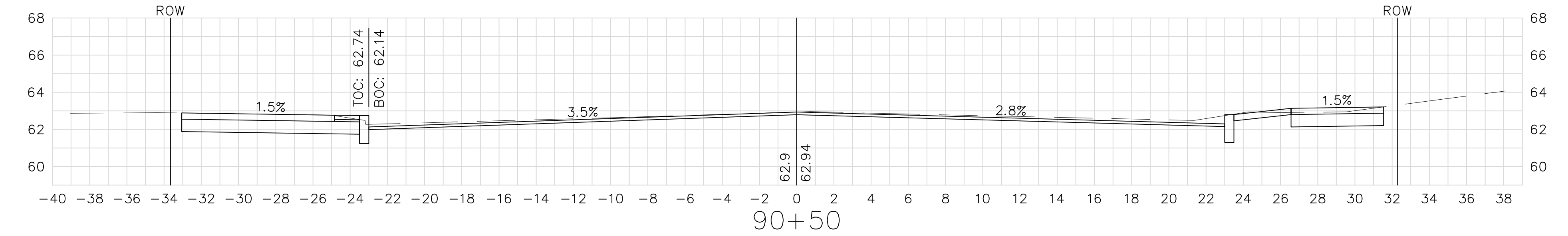


TREE
+93
26' LT



LP
+11
24' RT

LP
+68
25' LT



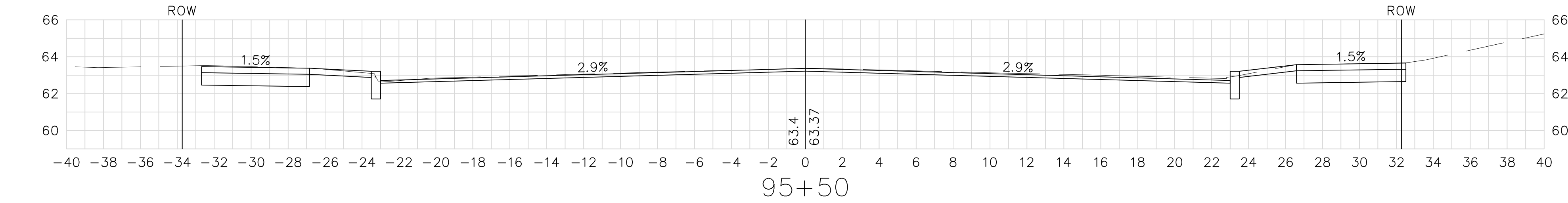
FOR GENERAL PLAN SEE SHEET NO. 18

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

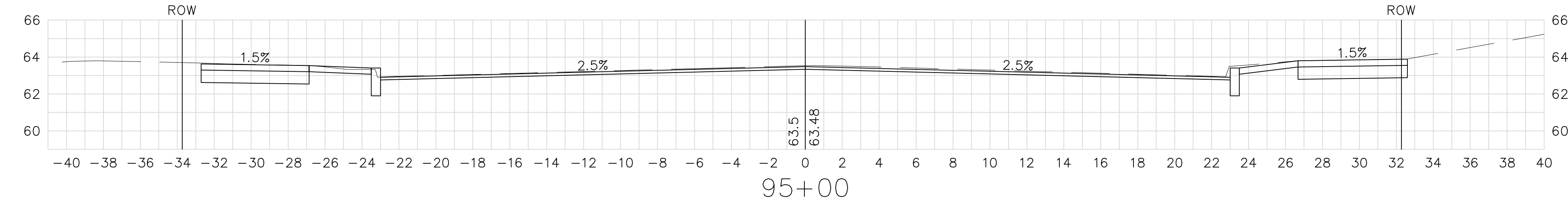
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	122	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

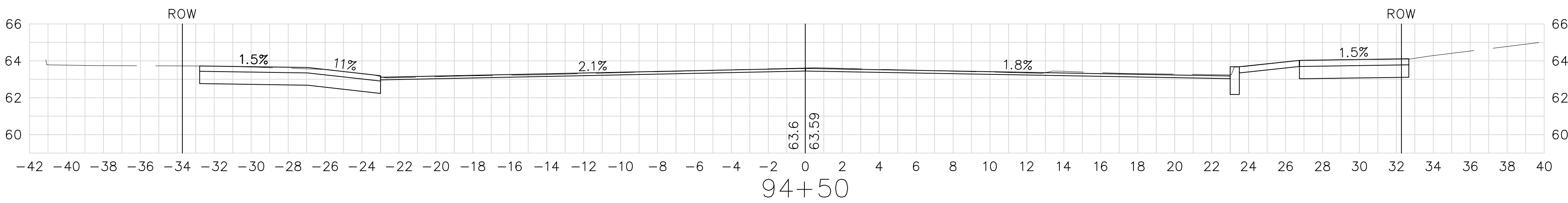
TREE
+85
25' LT



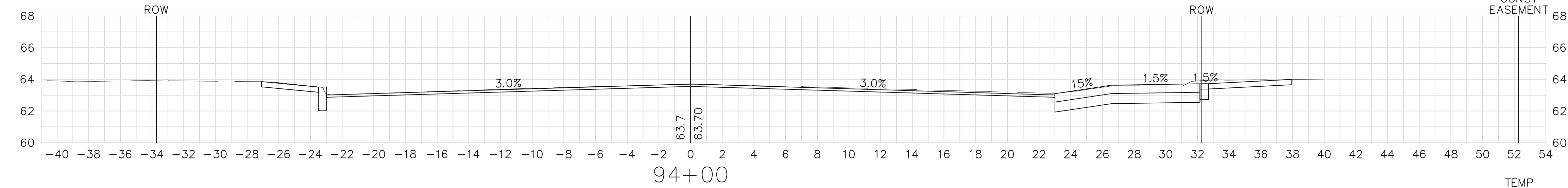
TREE
+23
25' RT



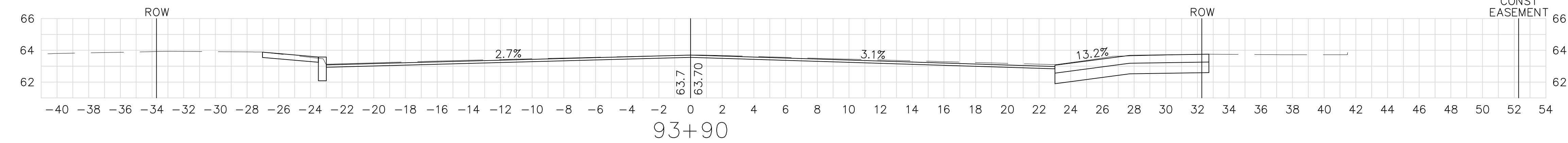
LP
+70
25' RT



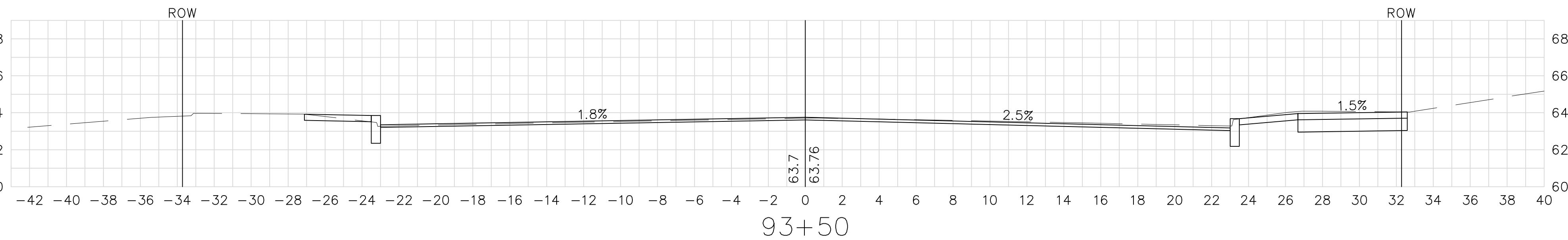
TREE
+31
26' RT



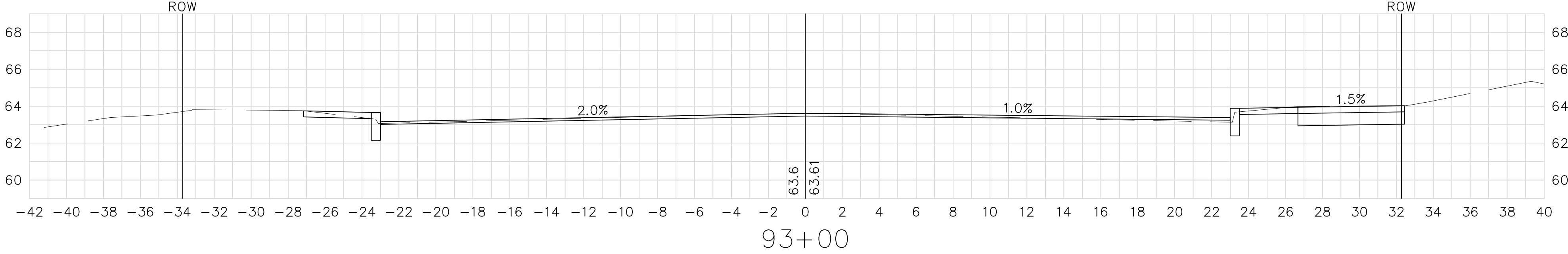
TEMP
CONST
EASEMENT



LP
+63
25' RT

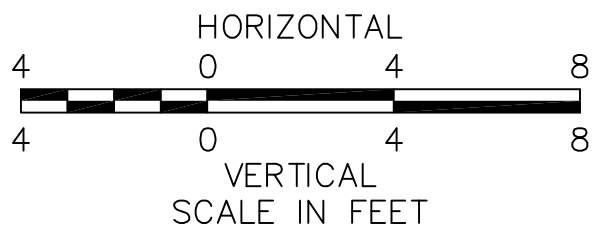


36" TREE
+35
25' RT



3" TREE
+10
25' RT

LP
+95
25' RT



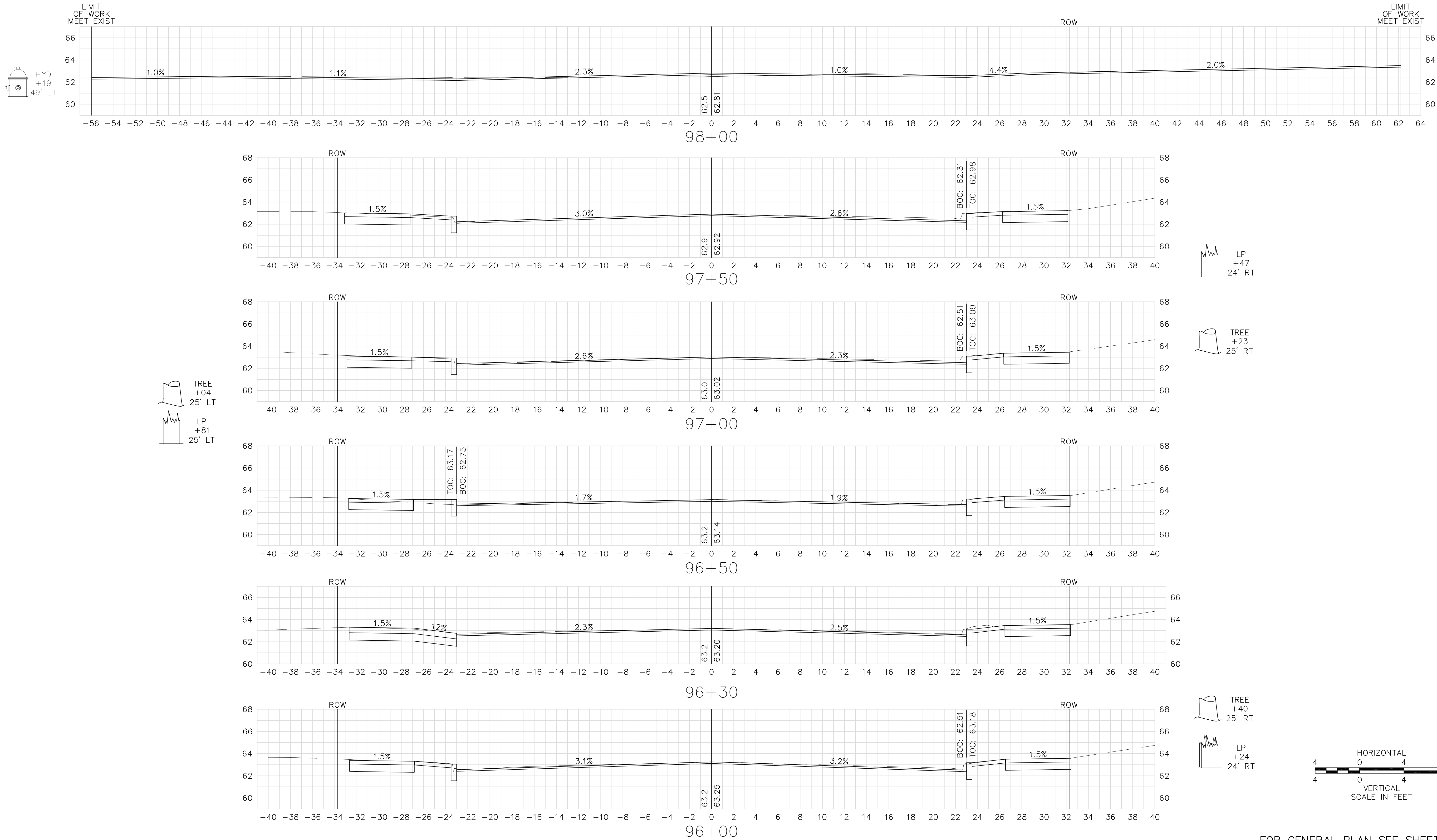
FOR GENERAL PLAN SEE SHEET NO. 18-19

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	123	145

PROJECT FILE NO. 605222

CROSS SECTIONS
MAIN (ROUTE 116) STREET

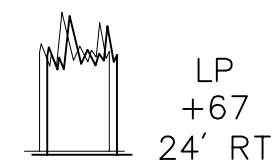
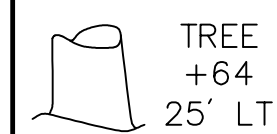
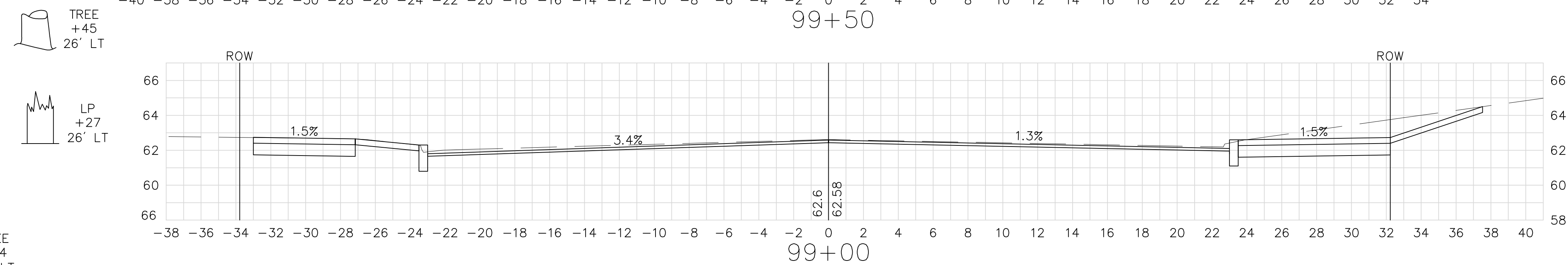
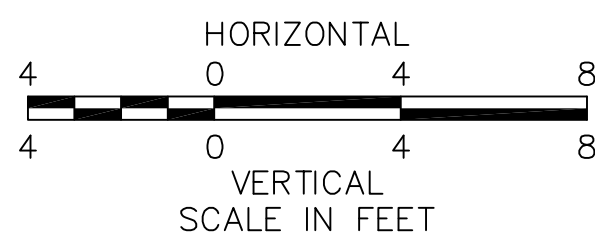
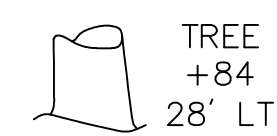
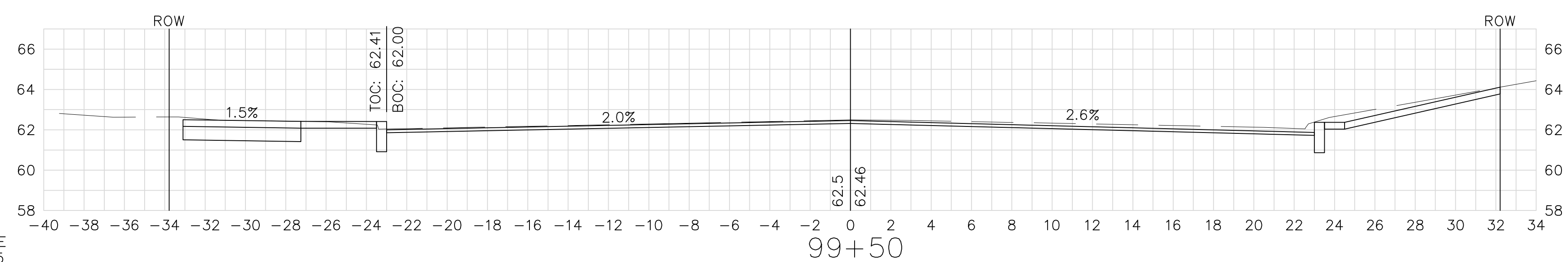
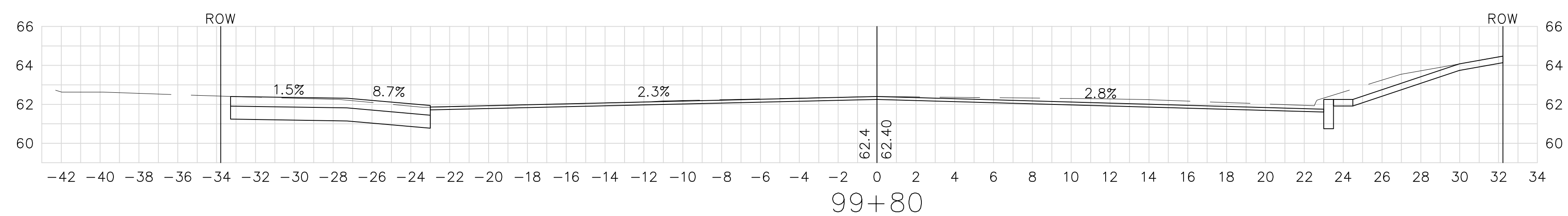
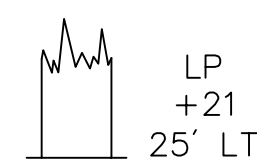
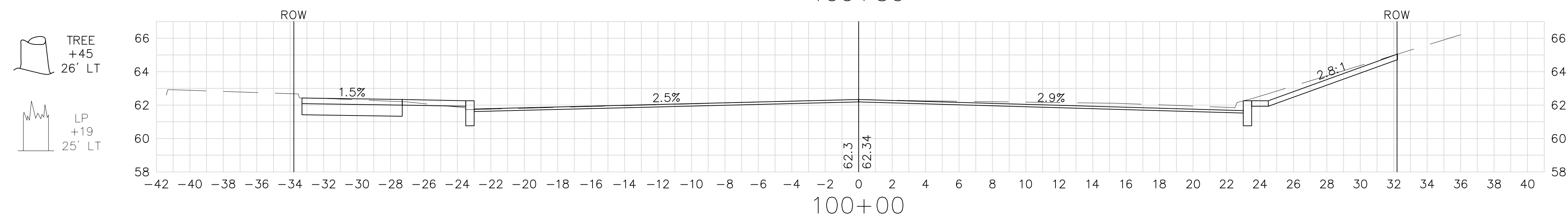
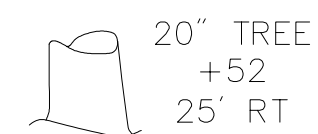
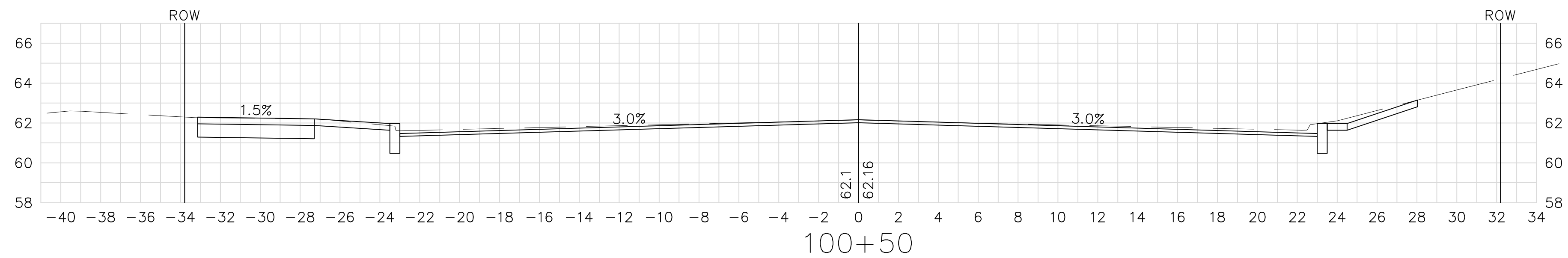


FOR GENERAL PLAN SEE SHEET NO. 19

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	124	145
PROJECT FILE NO. 605222			

Profile view of the road showing elevation (ROW, 58 to 66) versus stationing (101+00). The profile includes a proposed grade line and an existing ground line. Key features include:

- Proposed grade percentages: 1.5%, 3.0%, and 3.1%.
- Vertical curve data: 61.9, 61.9, 61.9.
- Labels for ROW (Right of Way) and LP (Left of Property) with associated stationing and offset (e.g., TREE +28 25' LT, LP +02 25' LT).

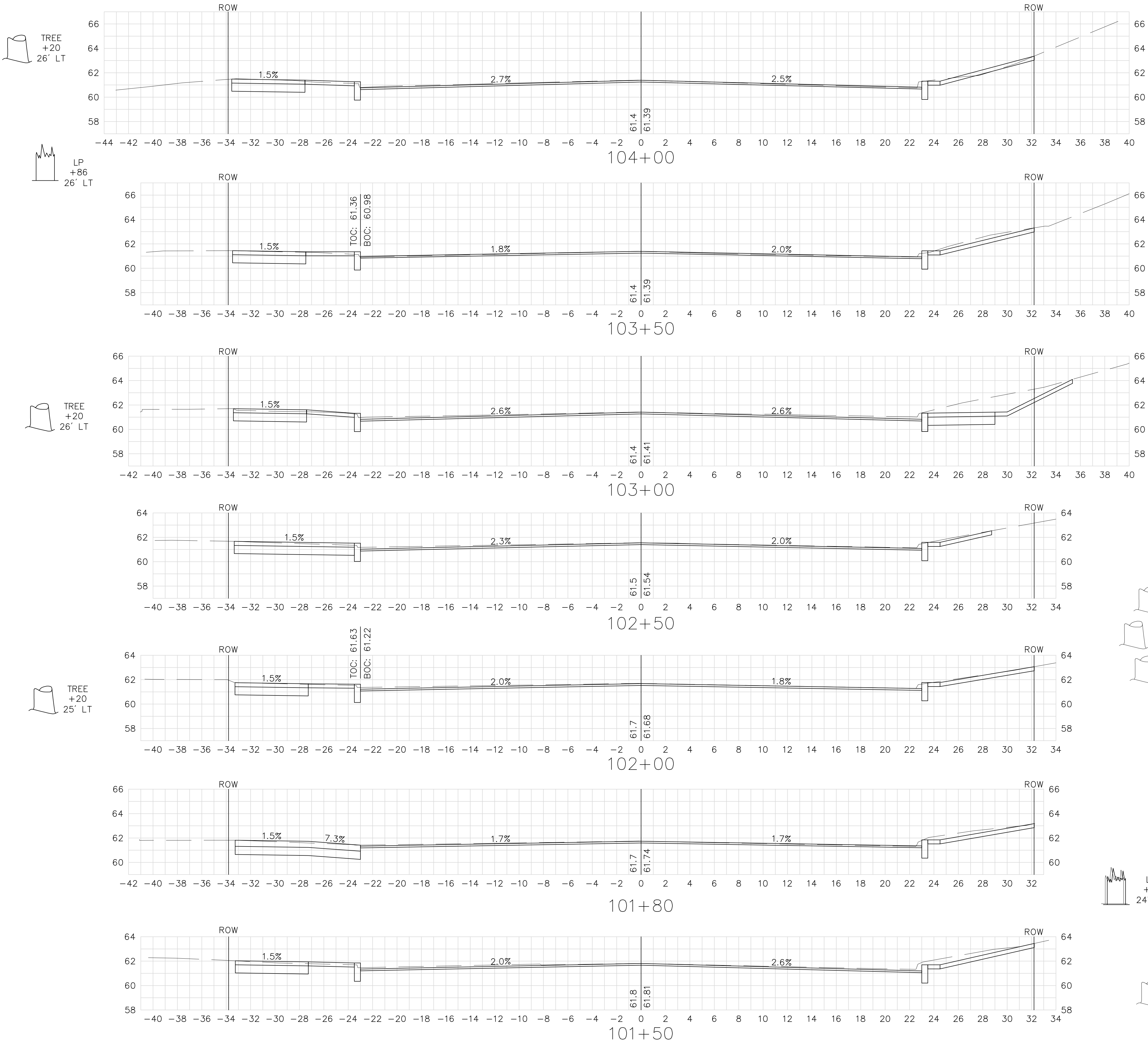


FOR GENERAL PLAN SEE SHEET NOS. 19-20

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	125	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET



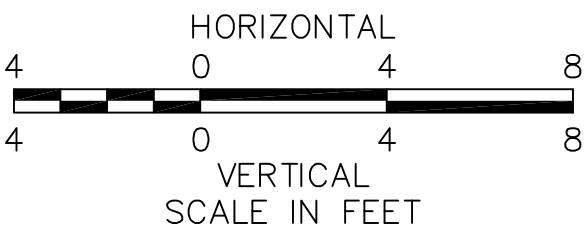
TREE
+76
27' LT

LP
+21
25' RT

TREE
+50
35' RT
16" TREE
+37
32' RT
16" TREE
+34
34' RT

LP
+71
24' RT

18" TREE
+57
29' RT



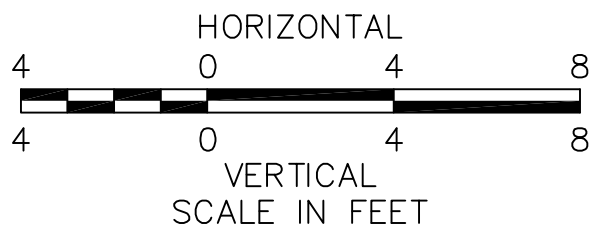
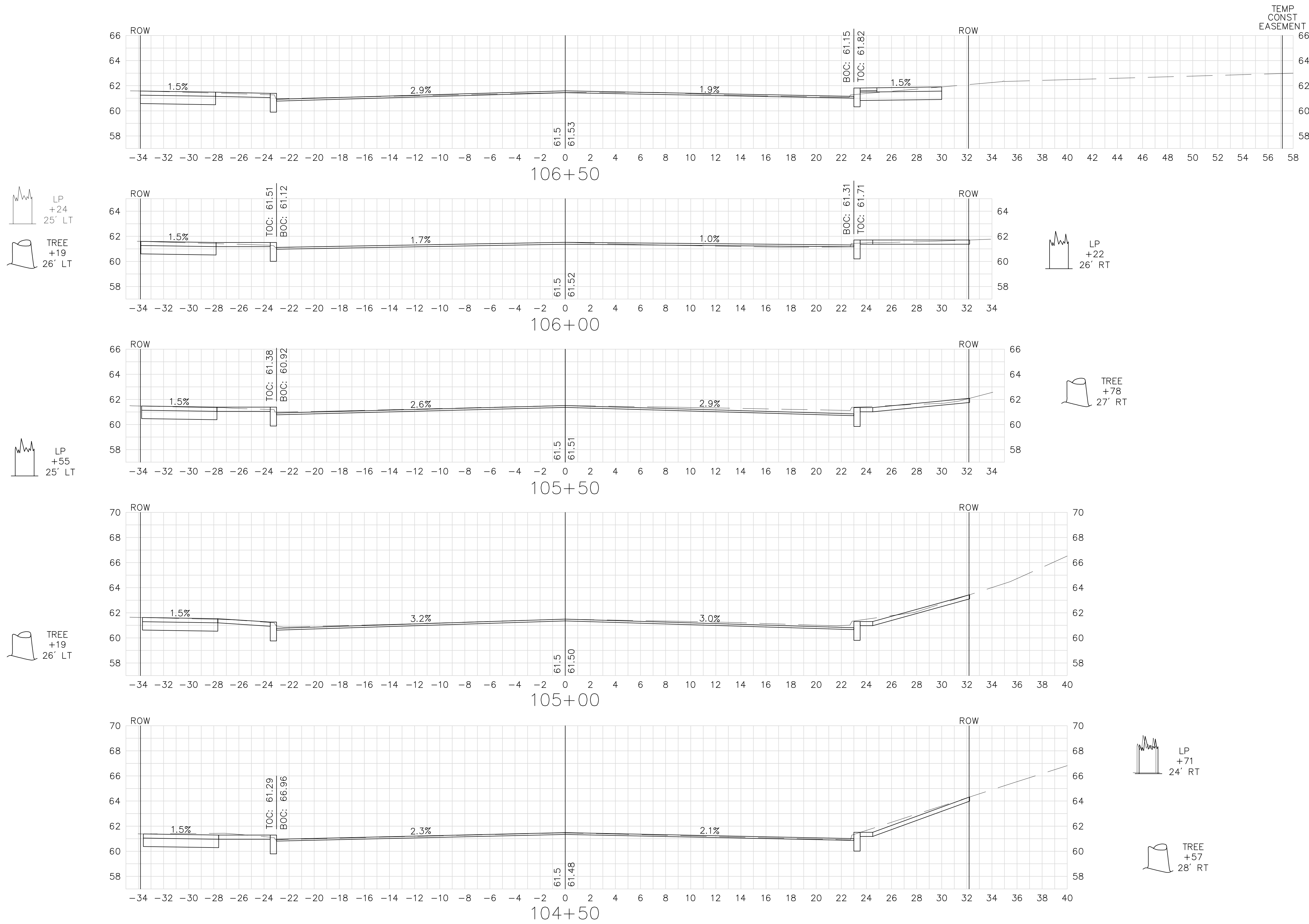
FOR GENERAL PLAN SEE SHEET NO. 20

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	126	145

PROJECT FILE NO. 605222

CROSS SECTIONS
MAIN (ROUTE 116) STREET

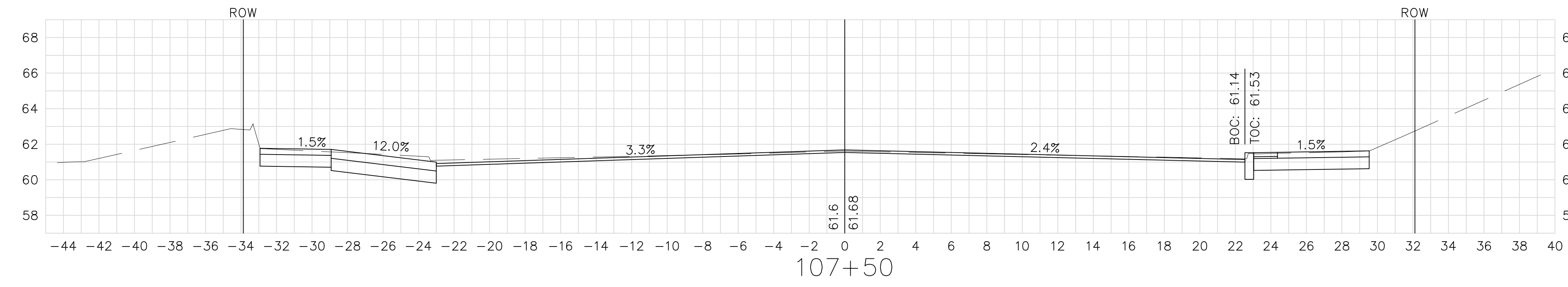
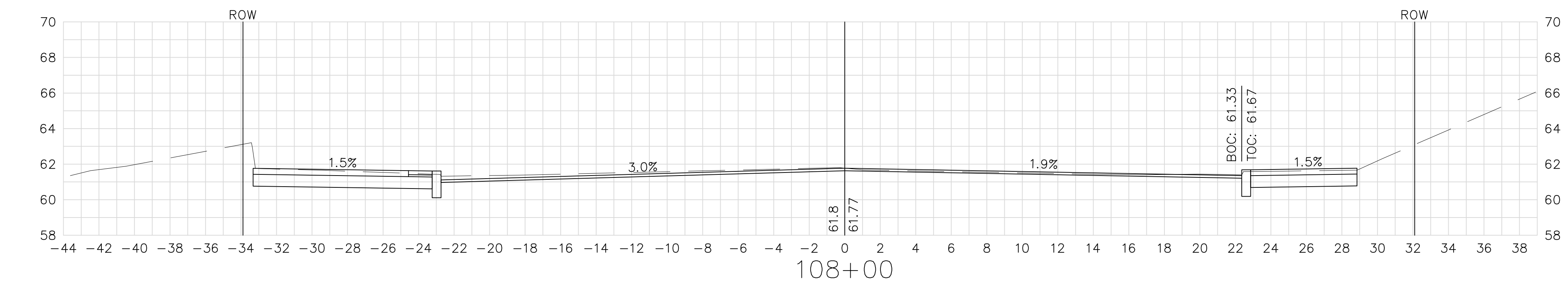


FOR GENERAL PLAN SEE SHEET NO. 21

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

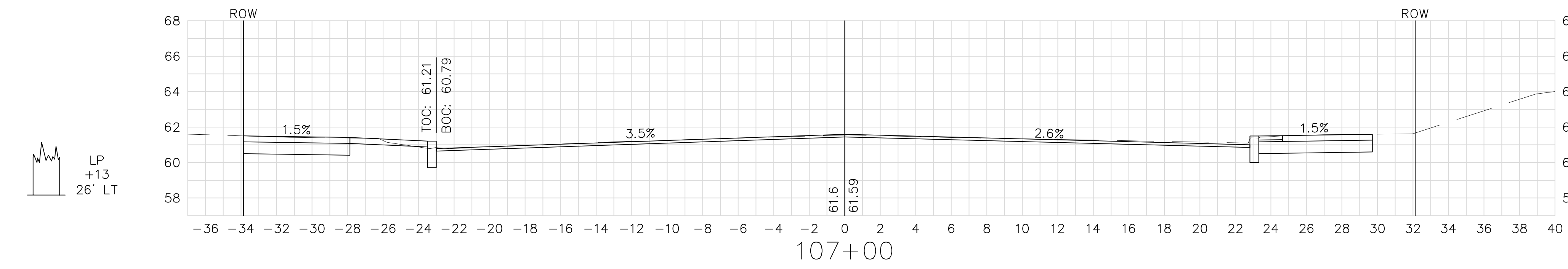
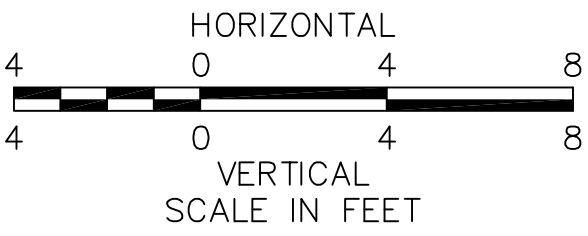
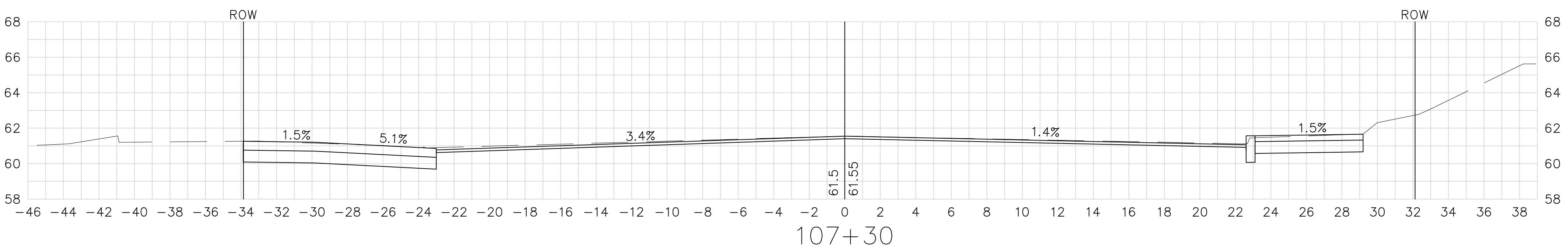
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	127	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
MAIN (ROUTE 116) STREET

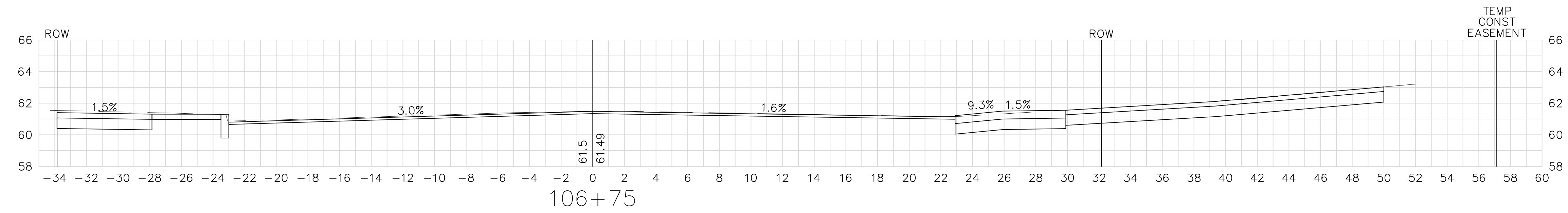


LP
+72
24' RT

TREE
+53
26' RT



LP
+13
26' LT



TEMP
CONST
EASEMENT

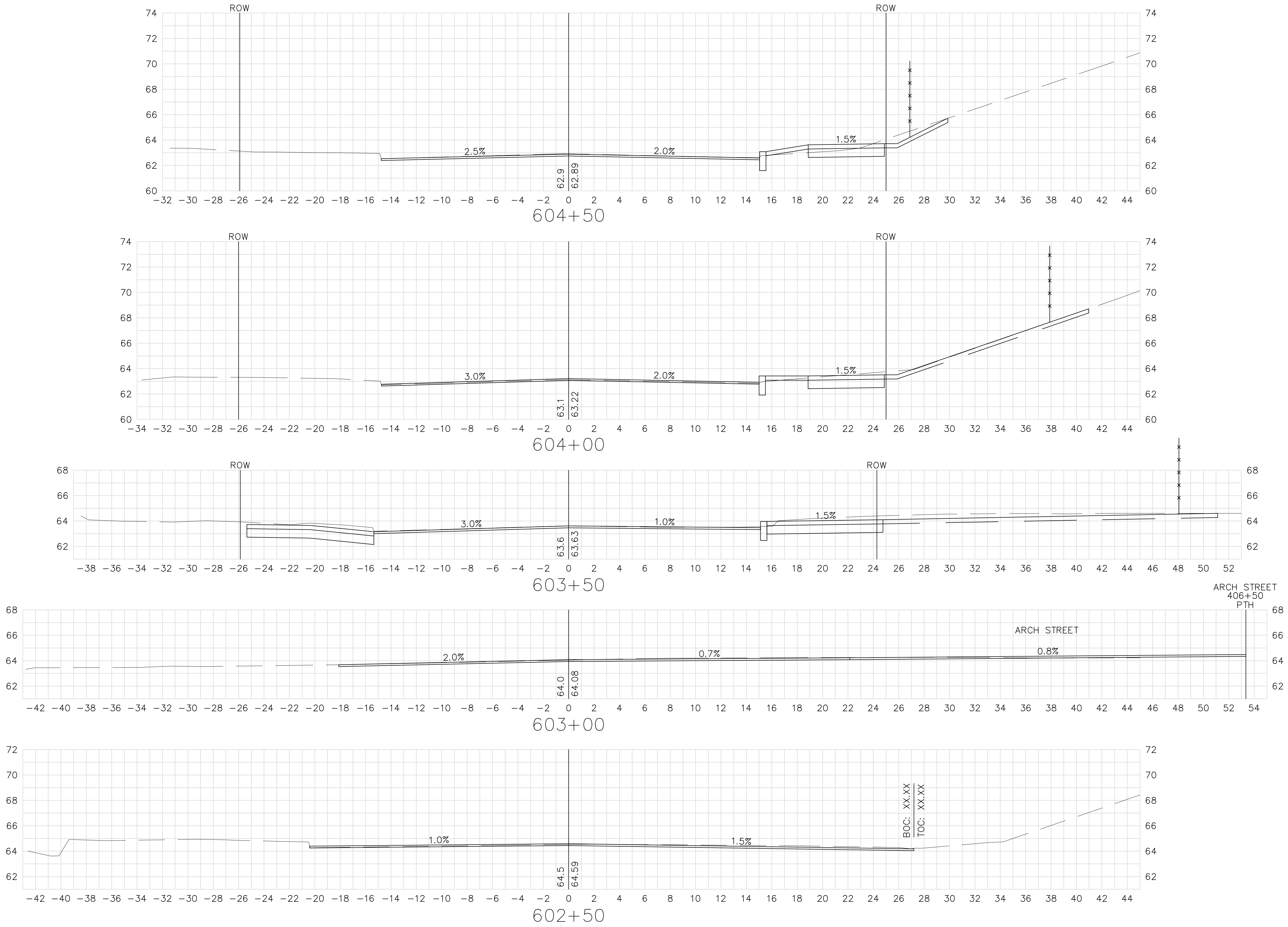
FOR GENERAL PLAN SEE SHEET NO. 21

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	128	145

PROJECT FILE NO. 605222

CROSS SECTIONS
BIRNIE AVENUE

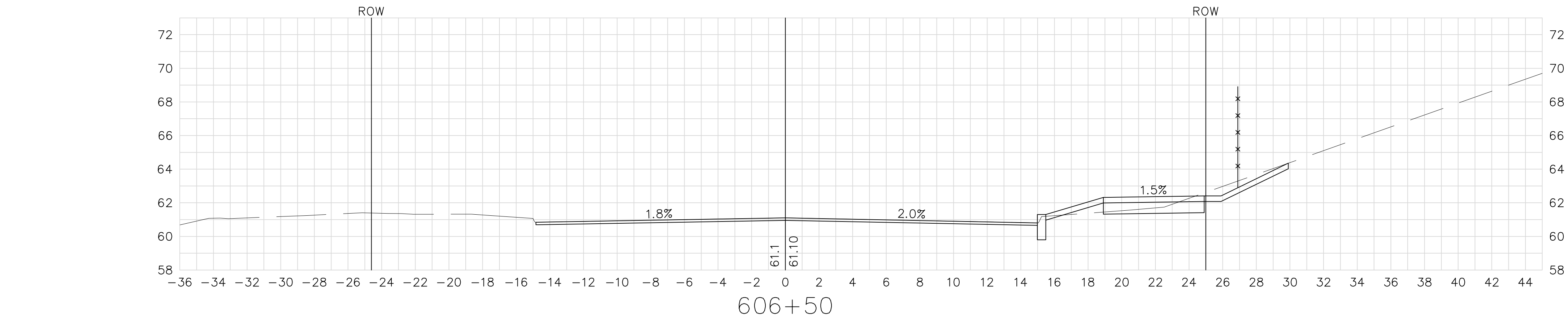


FOR GENERAL PLAN SEE SHEET NO. 22

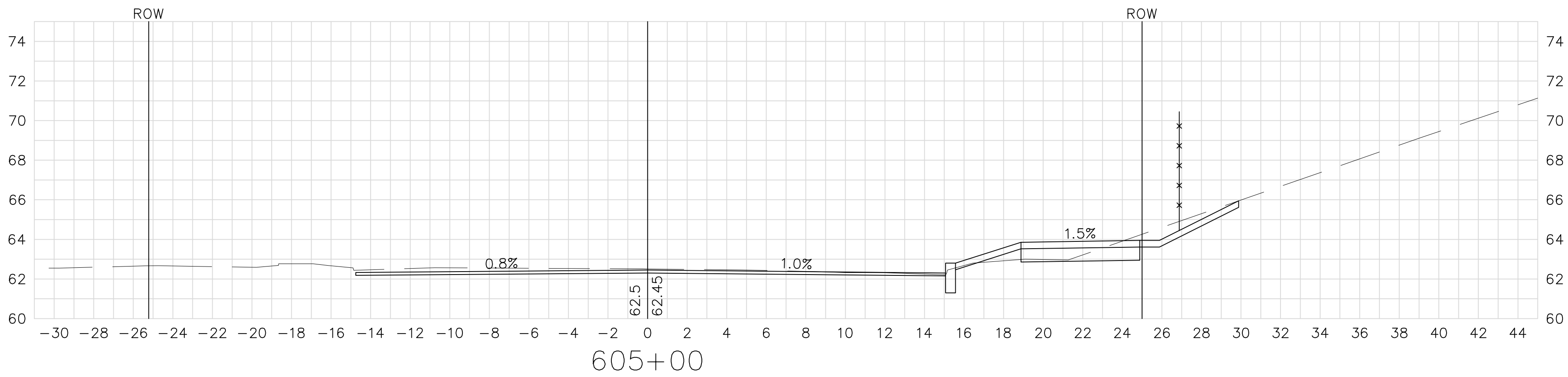
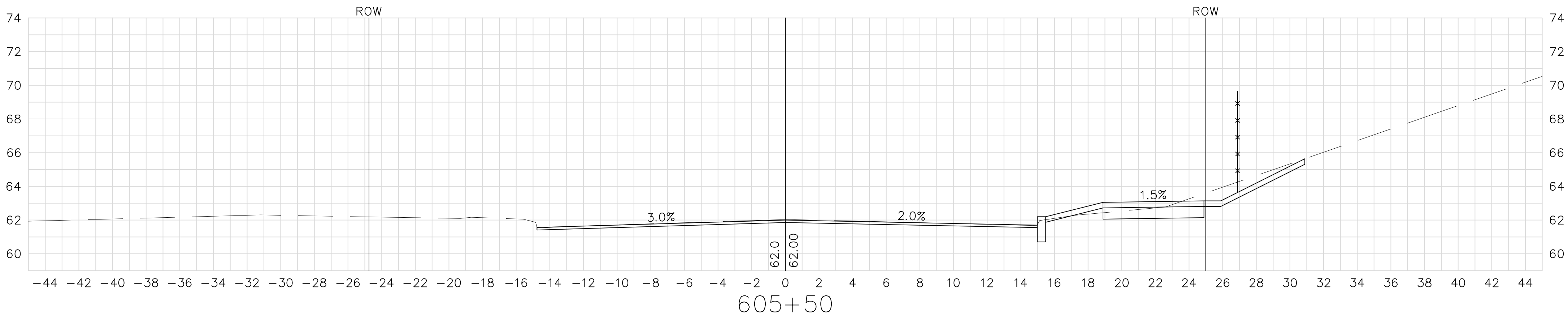
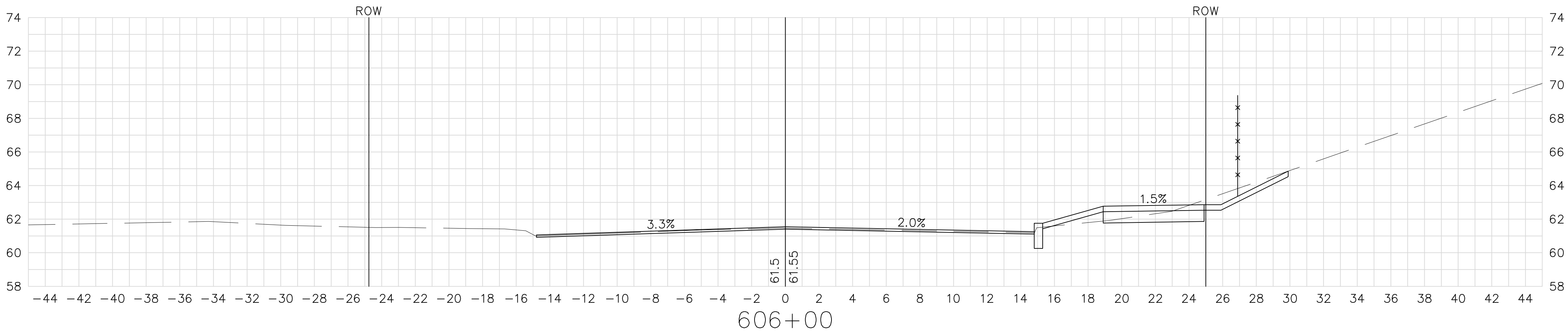
SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	129	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
BIRNIE AVENUE

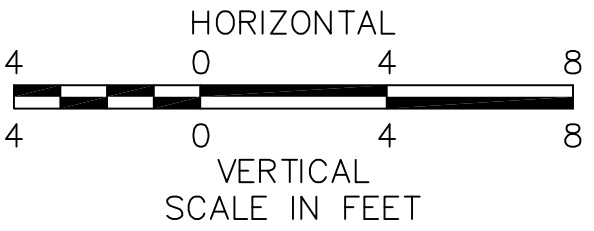


LP
+63
19' RT



LP
+13
18' RT

HYD
+04
19' RT



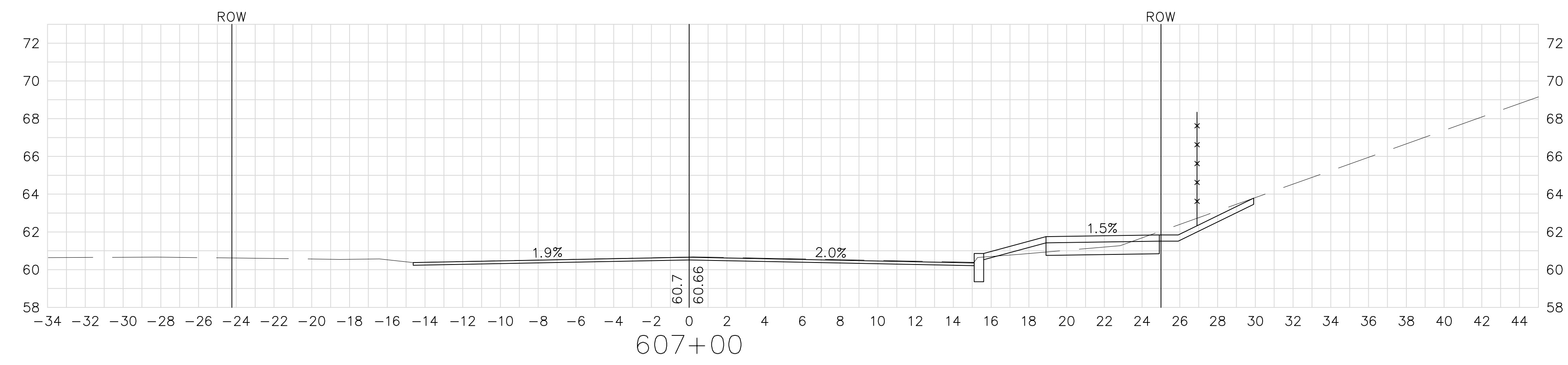
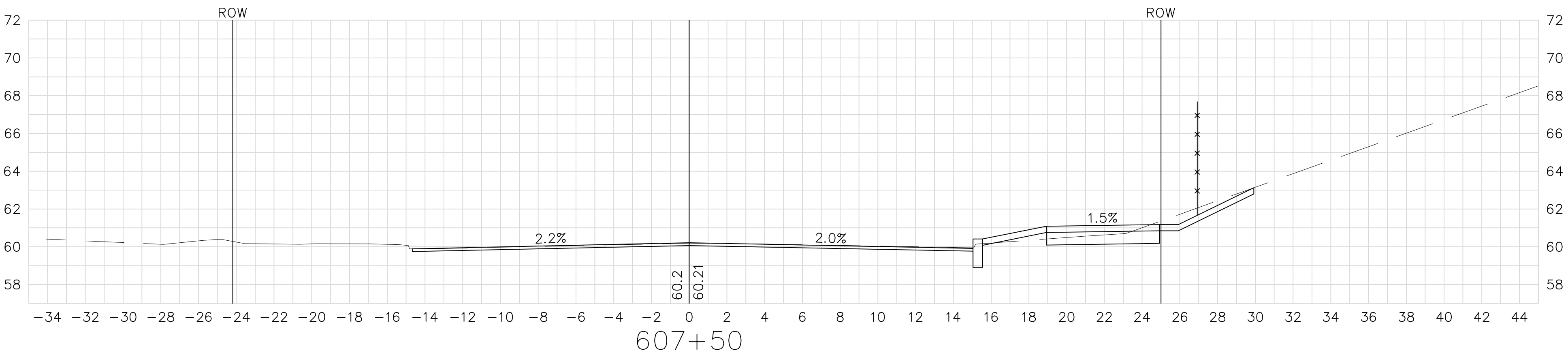
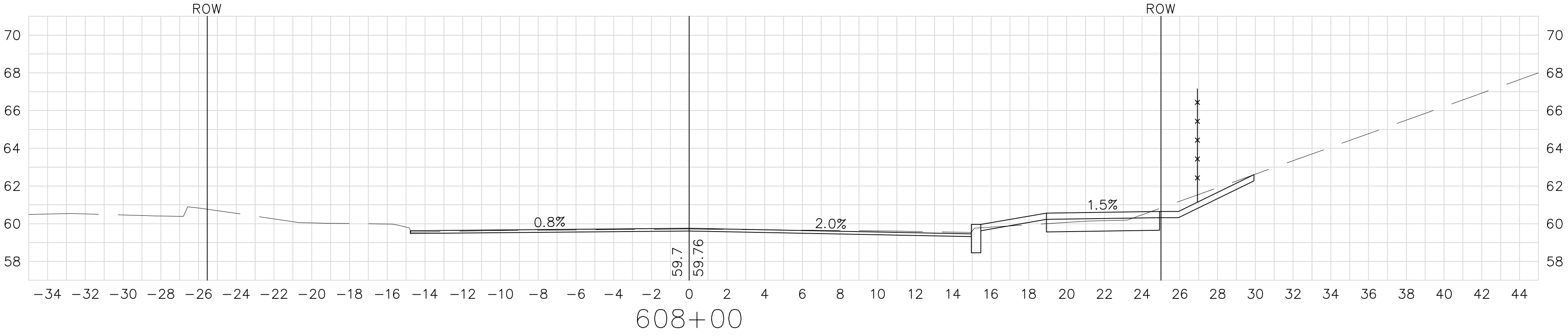
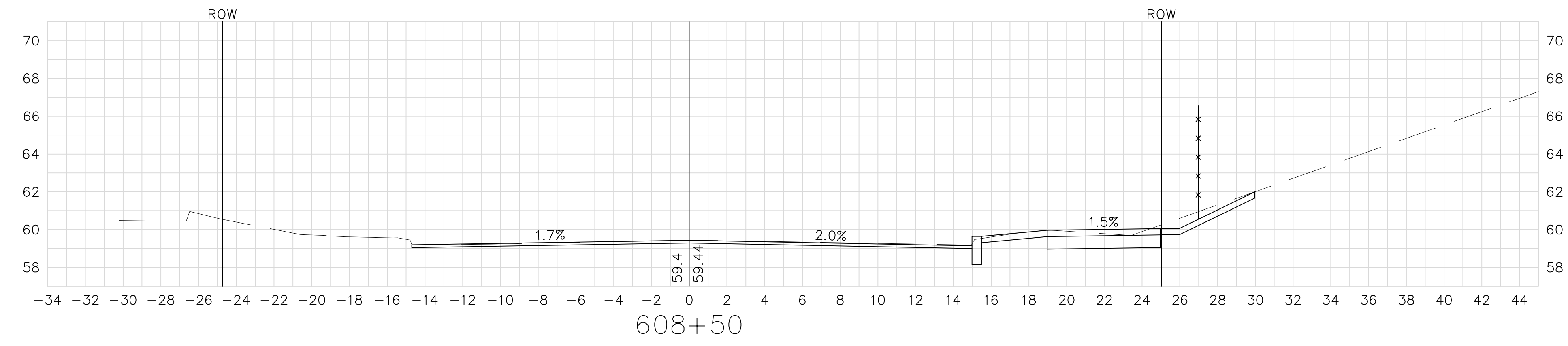
FOR GENERAL PLAN SEE SHEET NO. 22

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	130	145

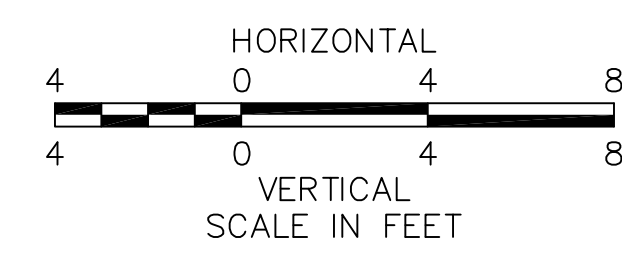
PROJECT FILE NO. 605222

CROSS SECTIONS
BIRNIE AVENUE



48" TREE
+16
28' LT

LP
+13
17' RT

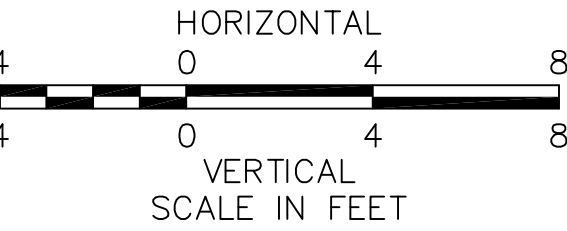
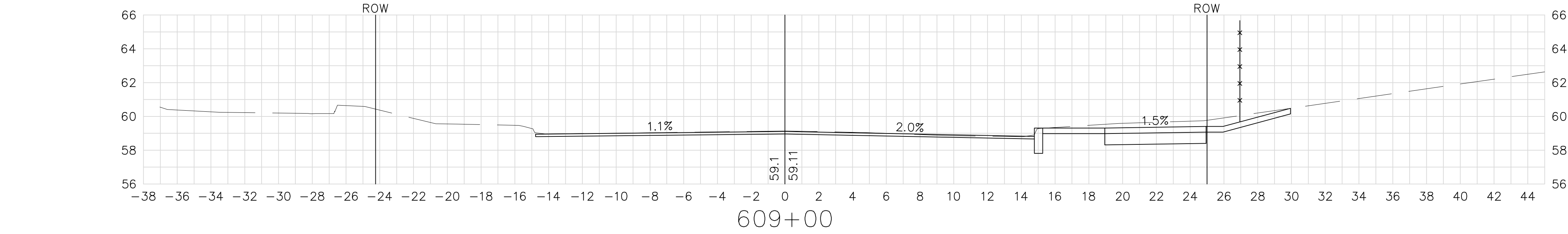
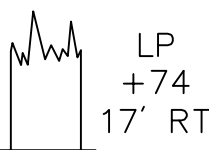
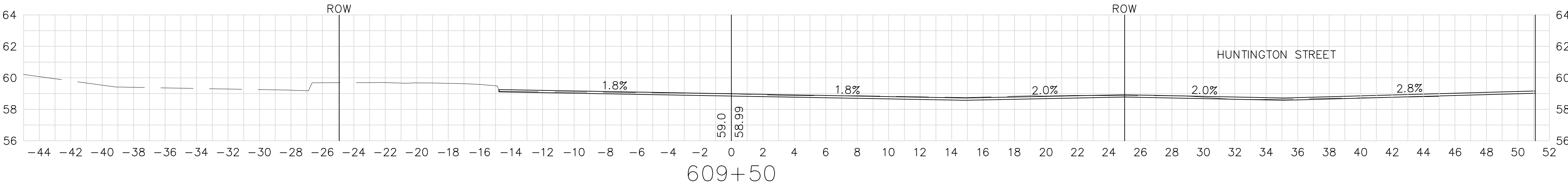
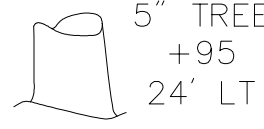
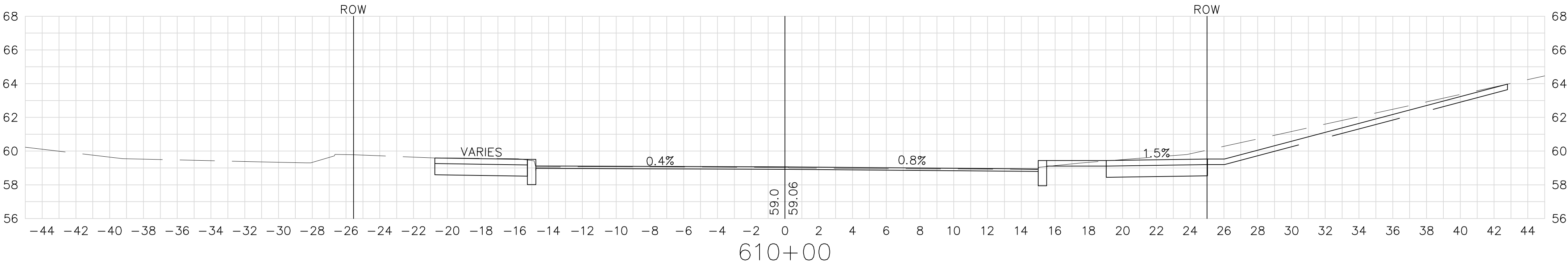
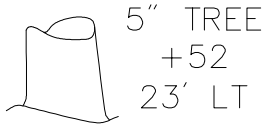
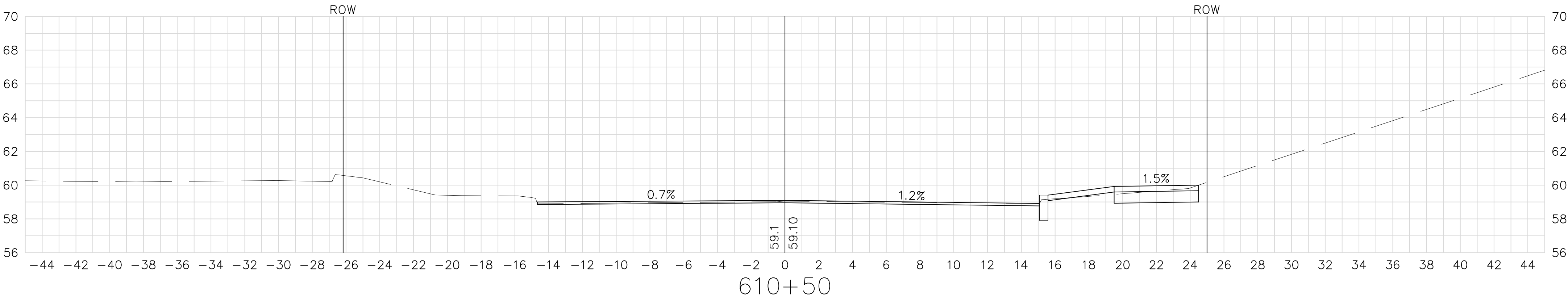
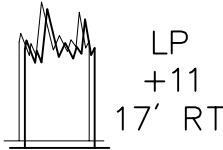
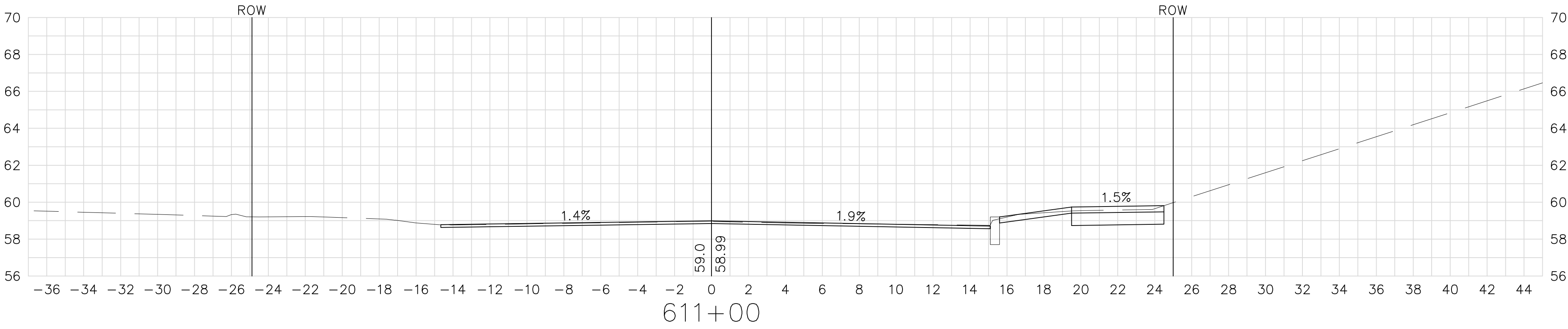


FOR GENERAL PLAN SEE SHEET NOS. 22–23

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	131	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
BIRNIE AVENUE



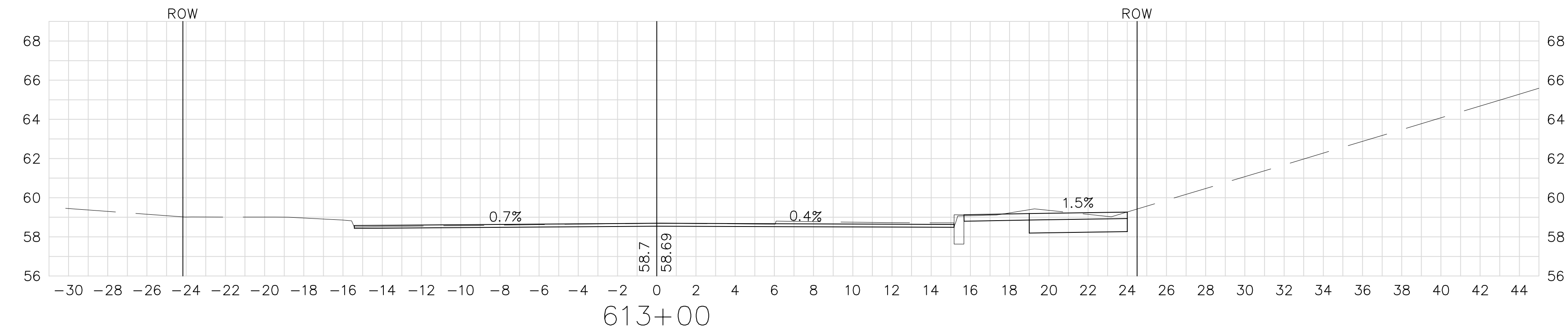
FOR GENERAL PLAN SEE SHEET NO. 23

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

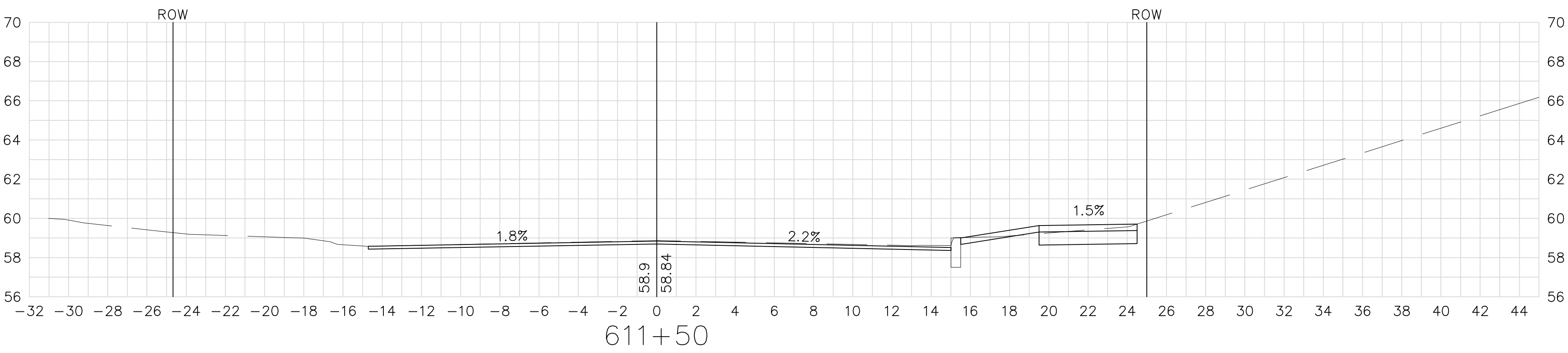
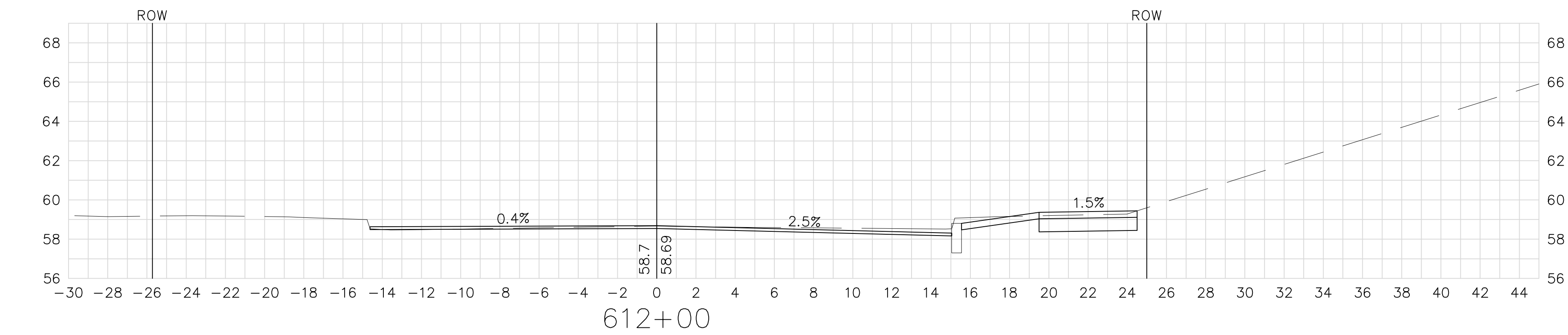
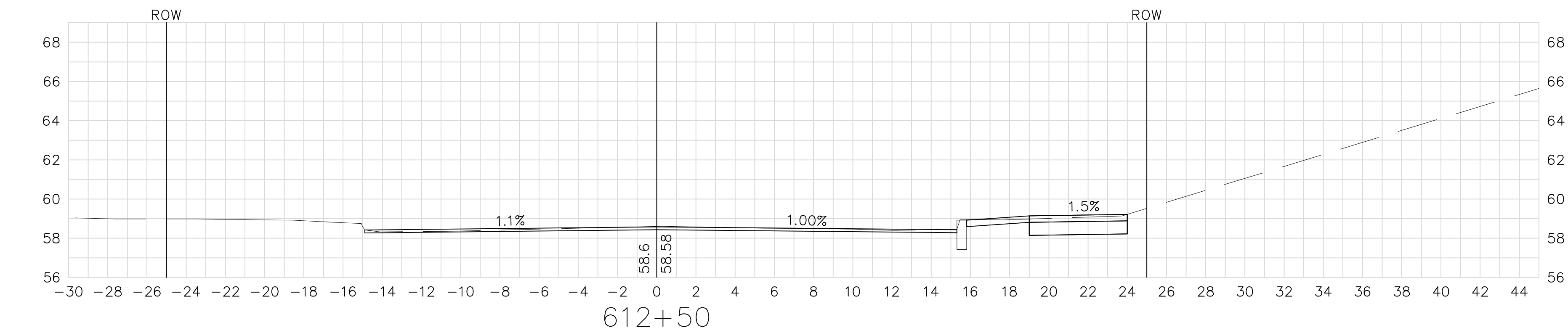
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	132	145

PROJECT FILE NO. 605222

CROSS SECTIONS
BIRNIE AVENUE

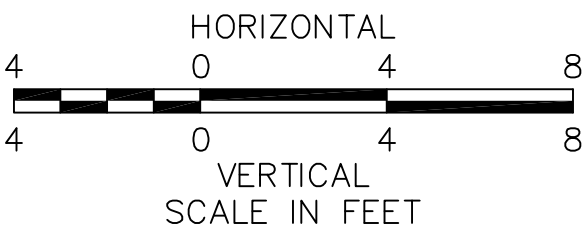


LP
+95
19' RT



LP
+54
29' LT

HYD
+70
18' RT

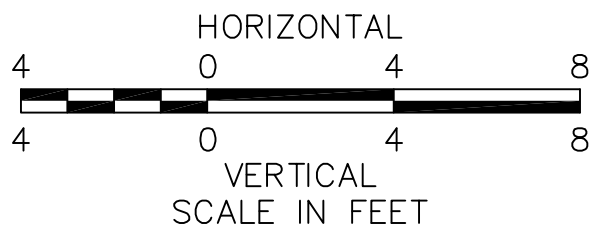
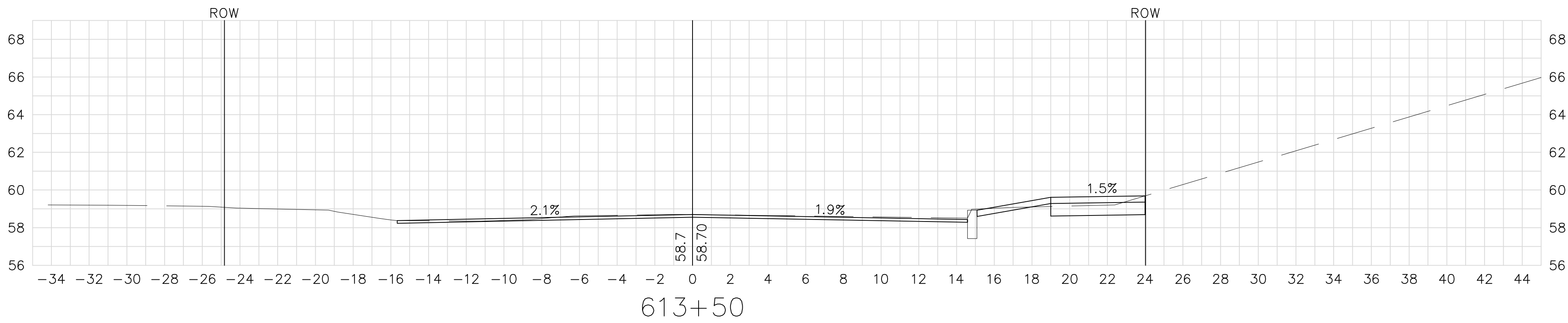
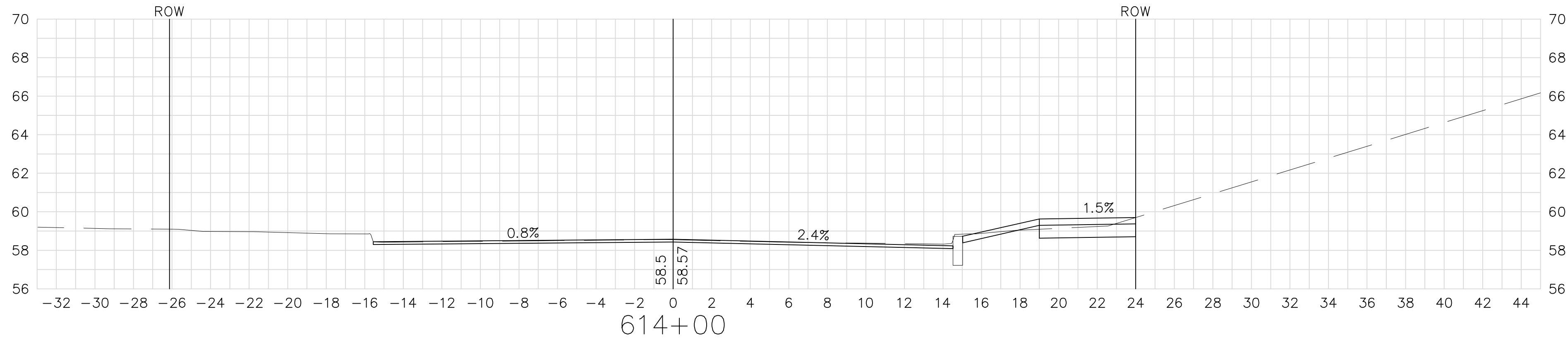
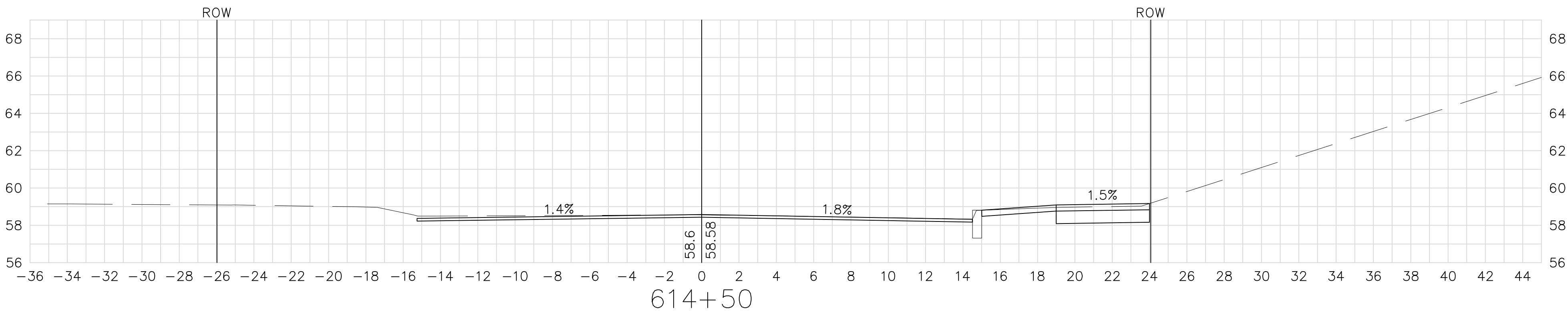
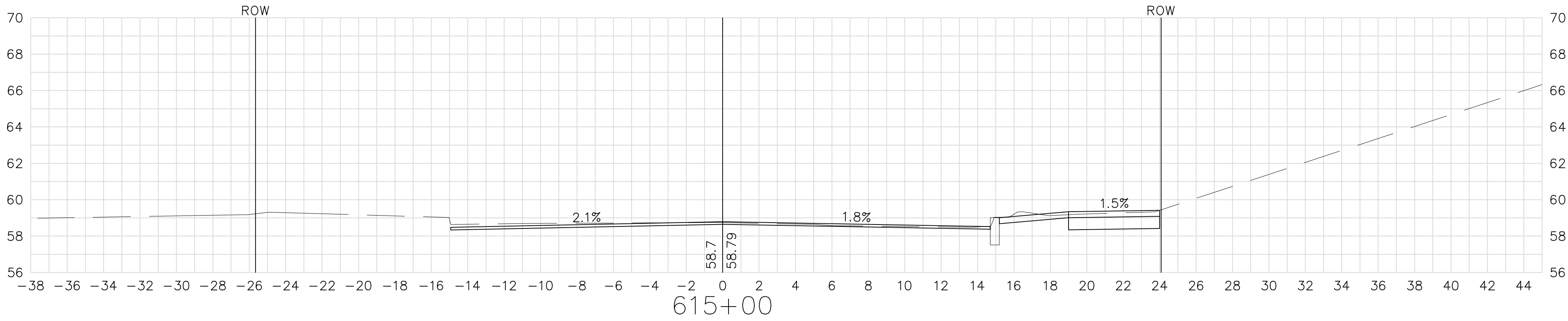
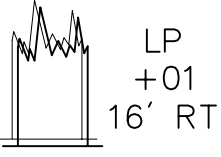
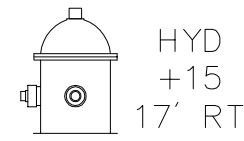
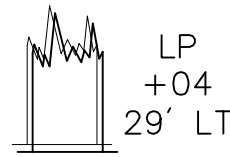


FOR GENAL PLAN SEE SHEET NO. 23

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	133	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
BIRNIE AVENUE

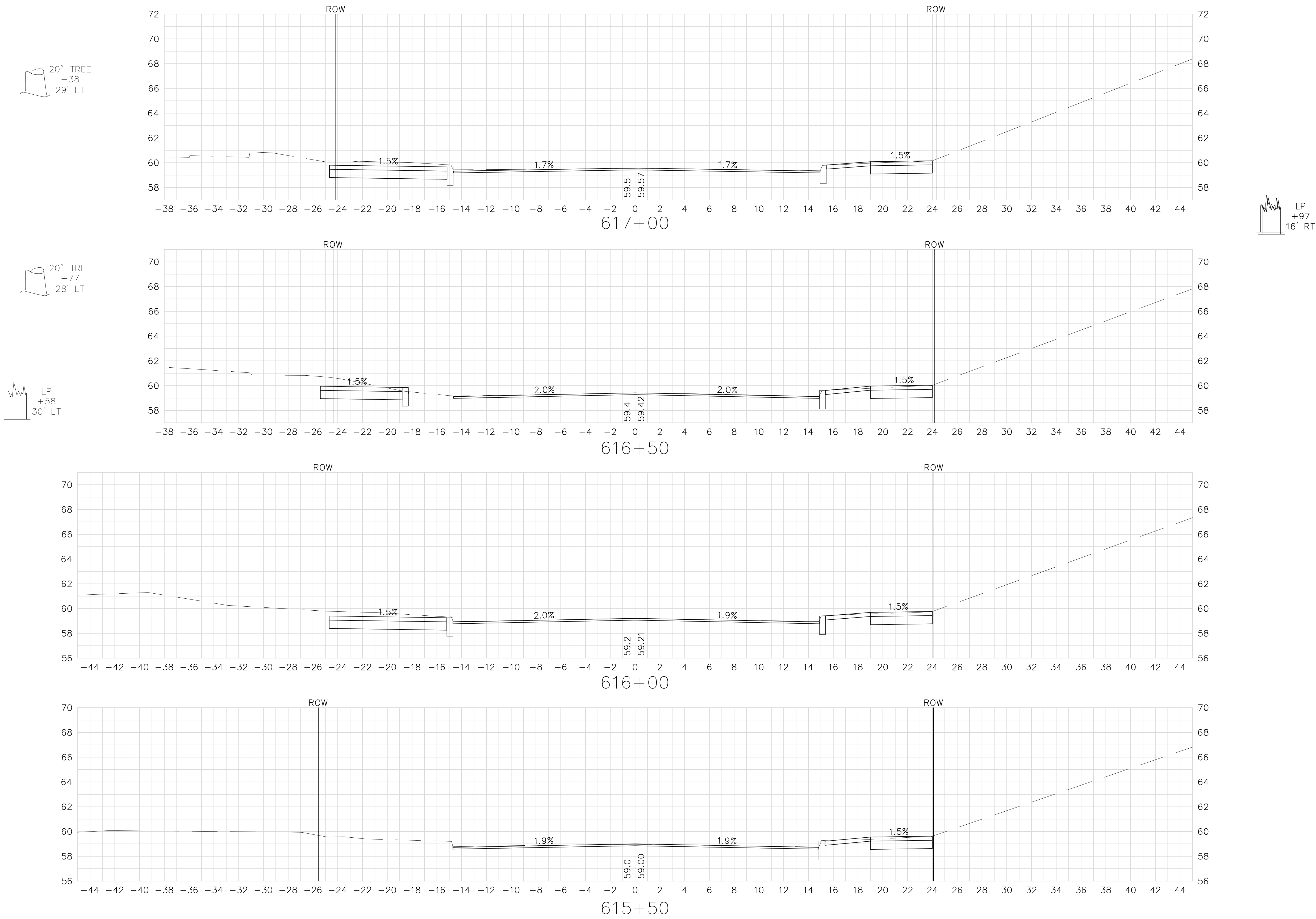


FOR GENERAL PLAN SEE SHEET NO. 24

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	134	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
BIRNIE AVENUE



FOR GENERAL PLAN SEE SHEET NO. 24

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	135	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
BIRNIE AVENUE

26" TREE
+40
27' LT

26" TREE
+98
27' LT

26" TREE
+60
27' LT

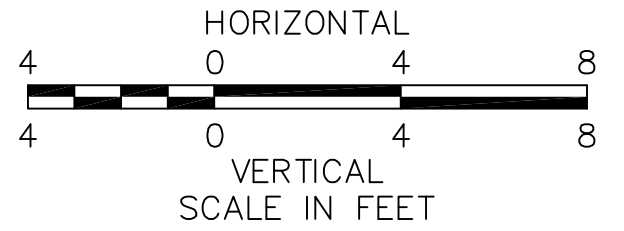
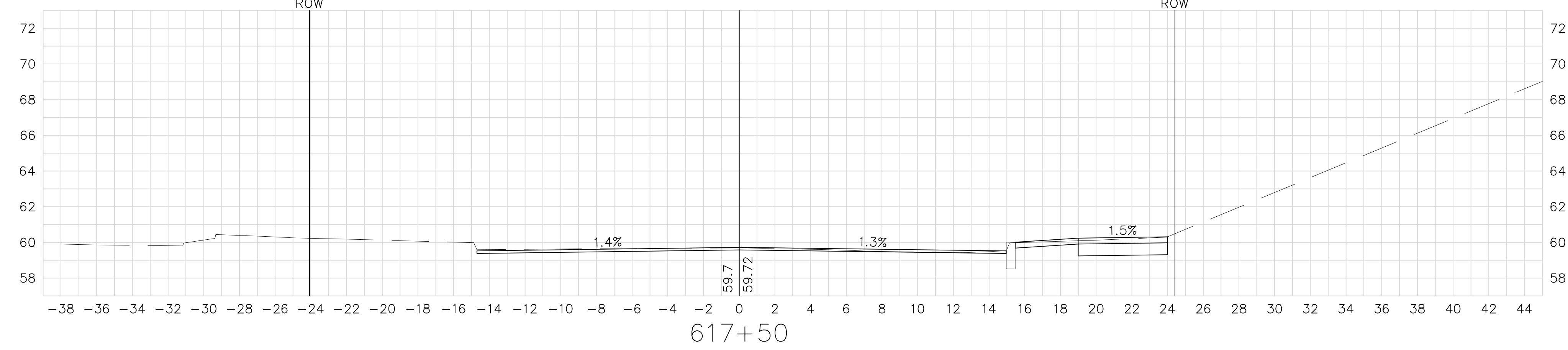
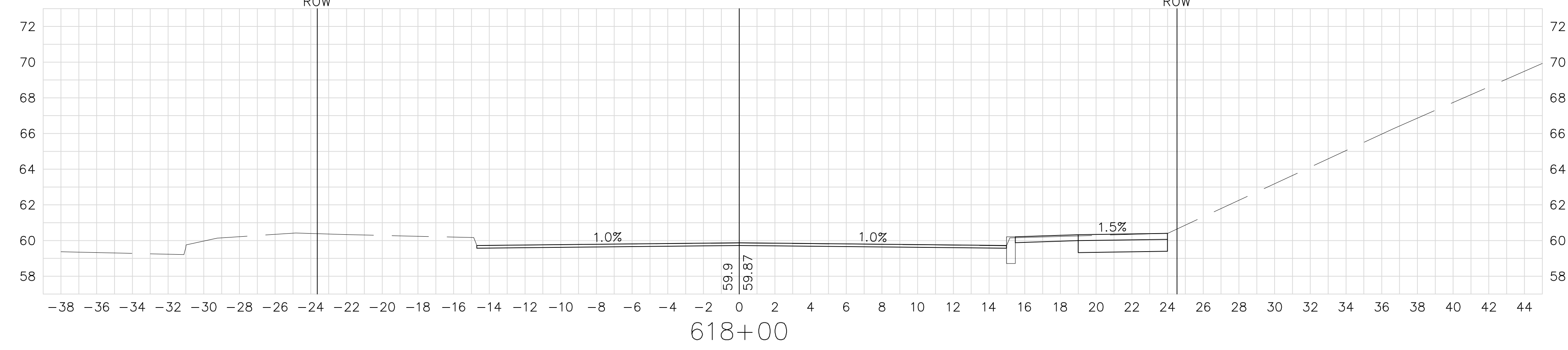
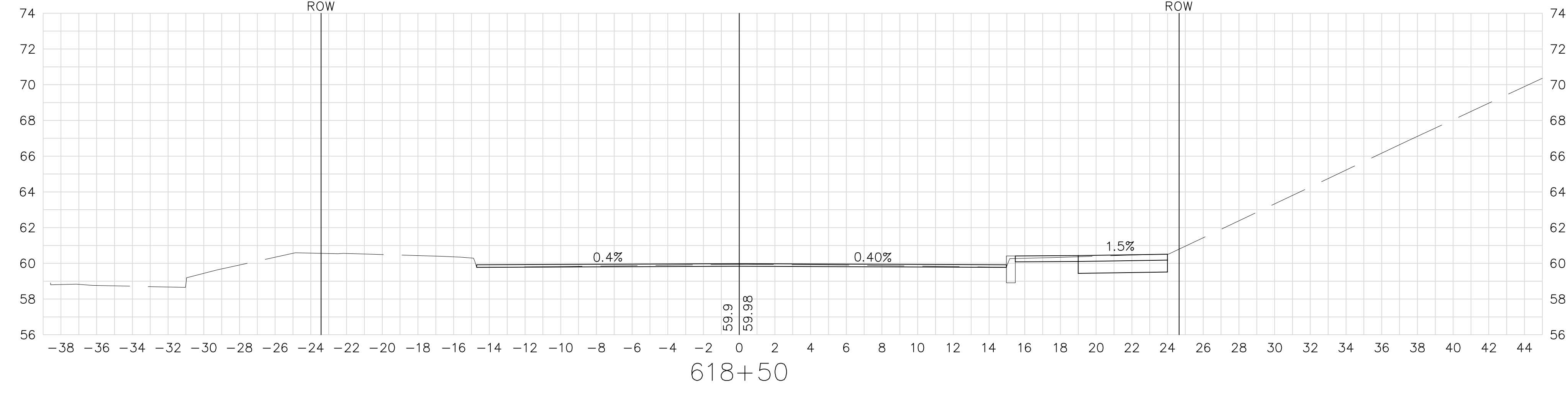
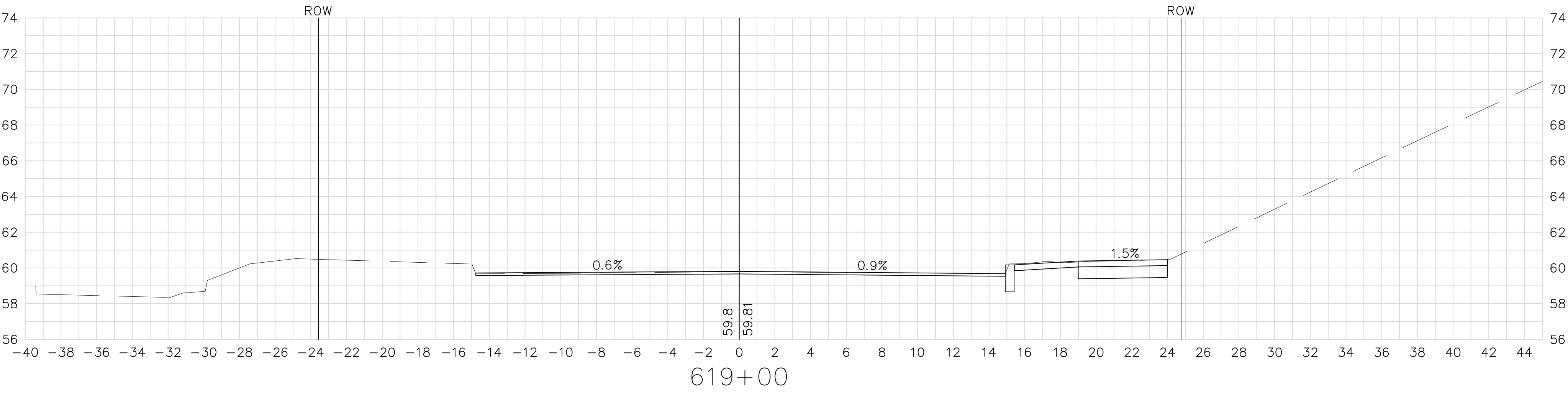
20" TREE
+18
27' LT

20" TREE
+78
27' LT

LP
+62
28' LT

LP
+95
17' RT

HYD
+58
17' RT

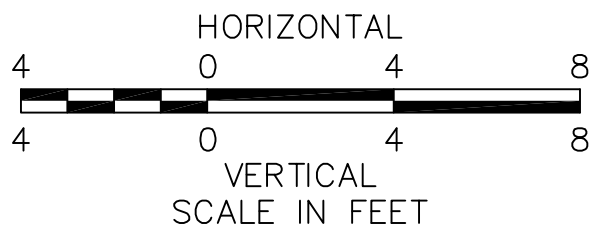
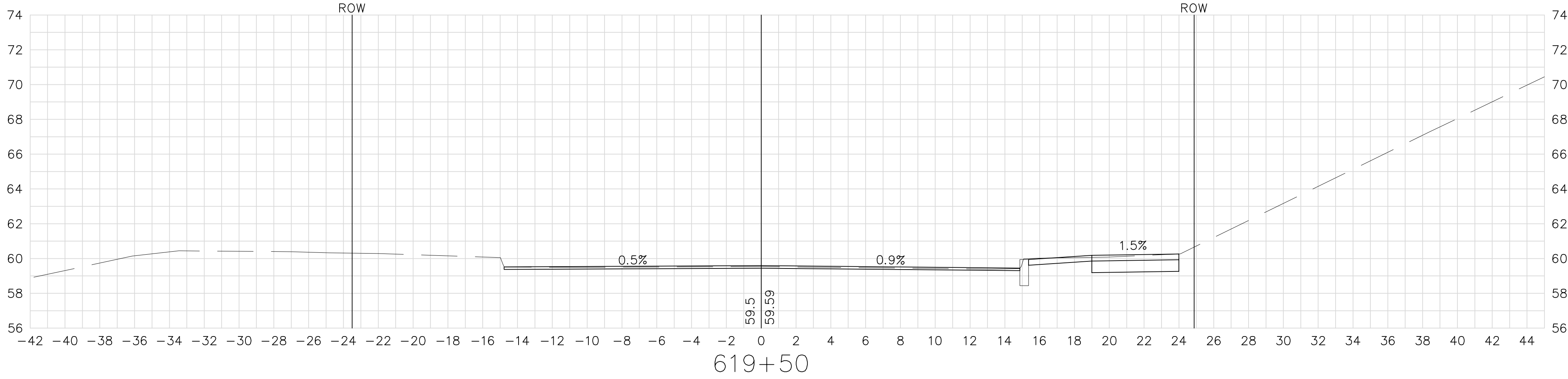
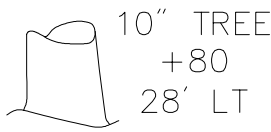
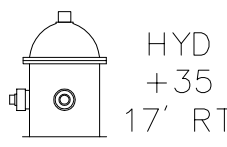
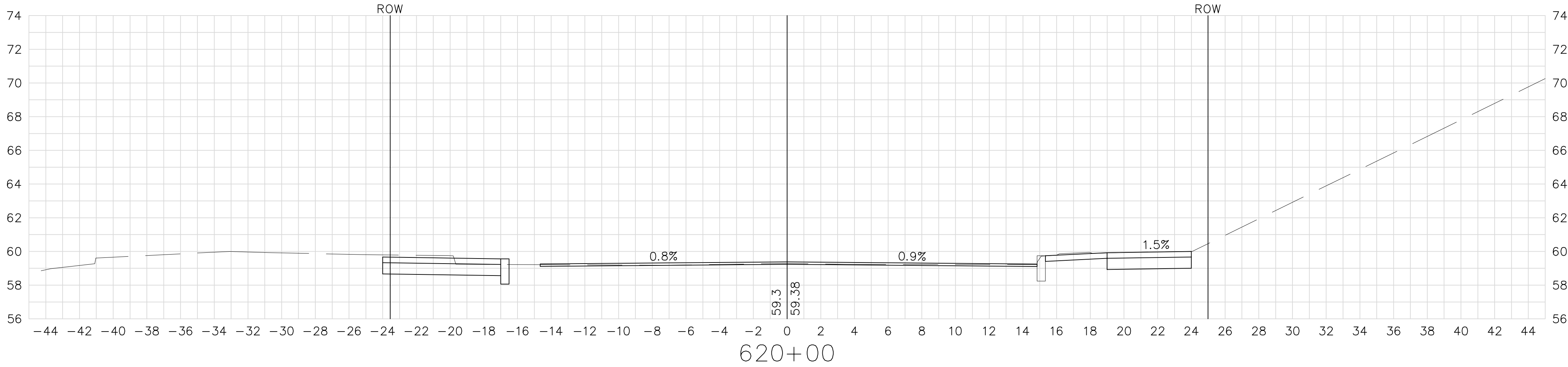
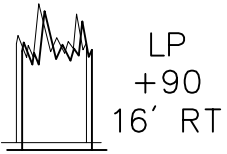
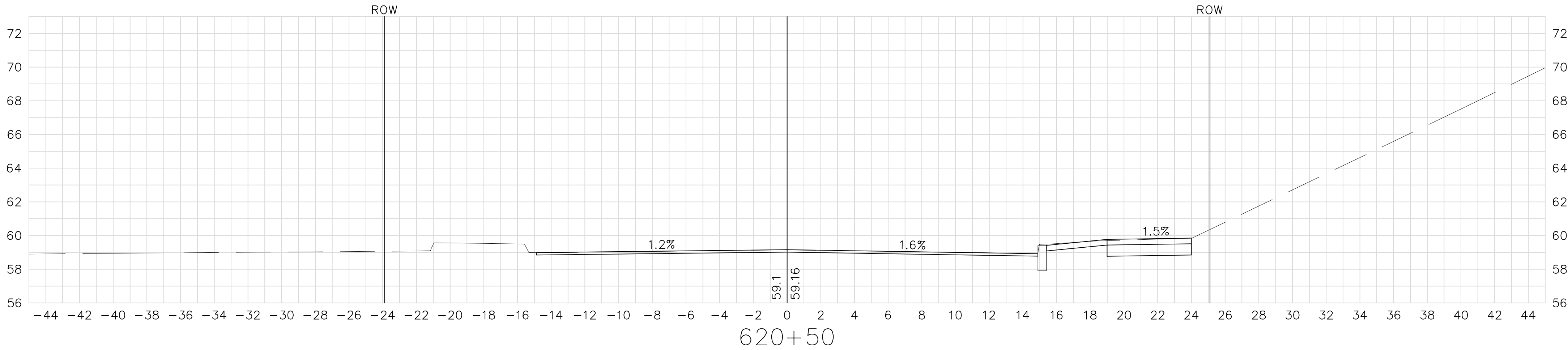


FOR GENERAL PLAN SEE SHEET NOS. 24-25

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	136	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
BIRNIE AVENUE



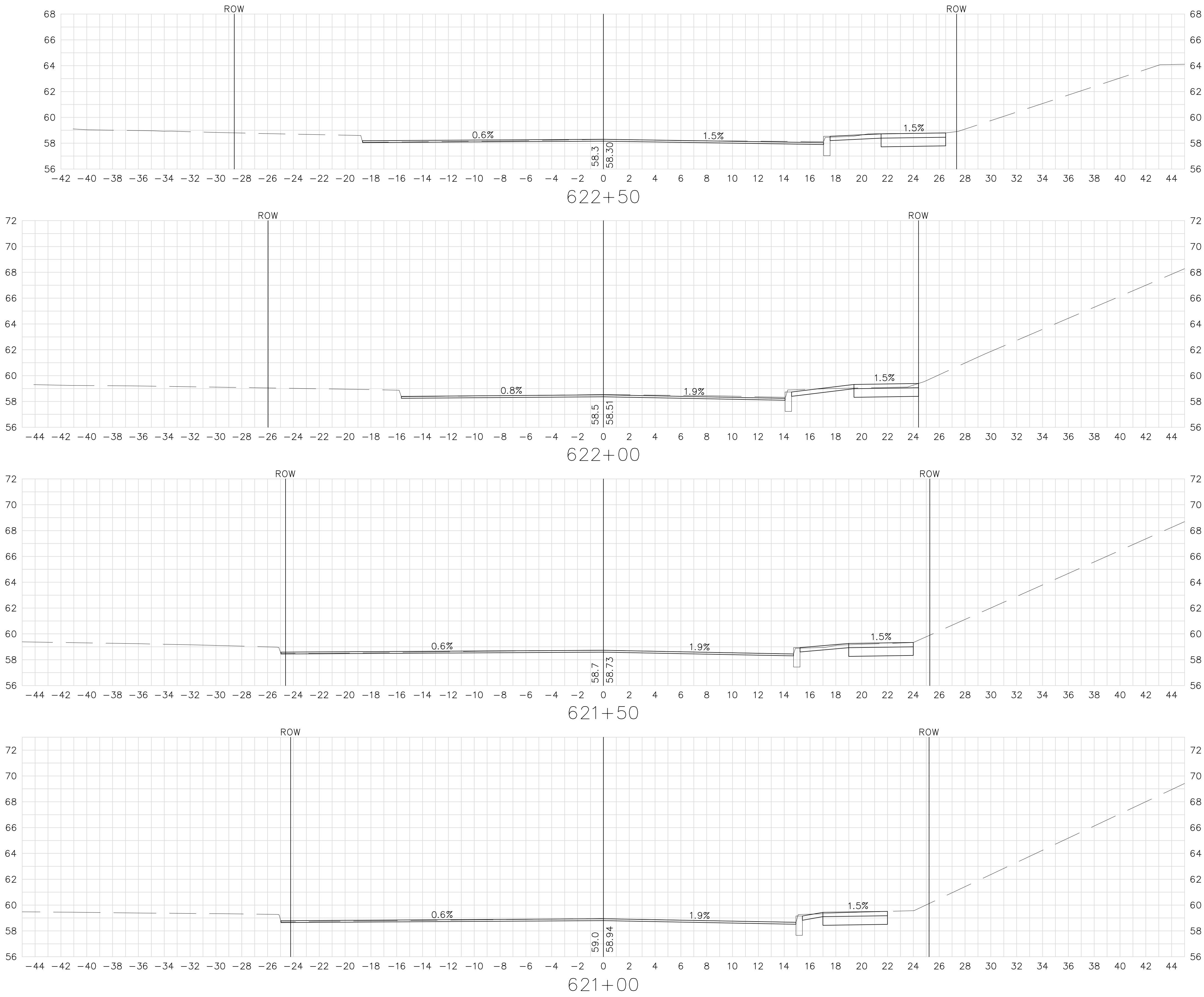
FOR GENERAL PLAN SEE SHEET NO. 25

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

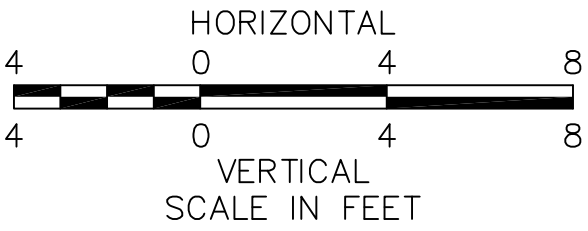
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	137	145

PROJECT FILE NO. 605222

CROSS SECTIONS
BIRNIE AVENUE



LP
+42
18' RT



FOR GENERAL PLAN SEE SHEET NO. 25

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	138	145
PROJECT FILE NO. 605222			

A horizontal scale bar labeled "HORIZONTAL" and a vertical scale bar labeled "VERTICAL" are shown. Both scales are in feet and range from -4 to 4, with major tick marks at -4, 0, and 4. The horizontal scale has alternating black and white segments between -4 and 0, and a solid black segment between 0 and 4. The vertical scale is a solid black line.

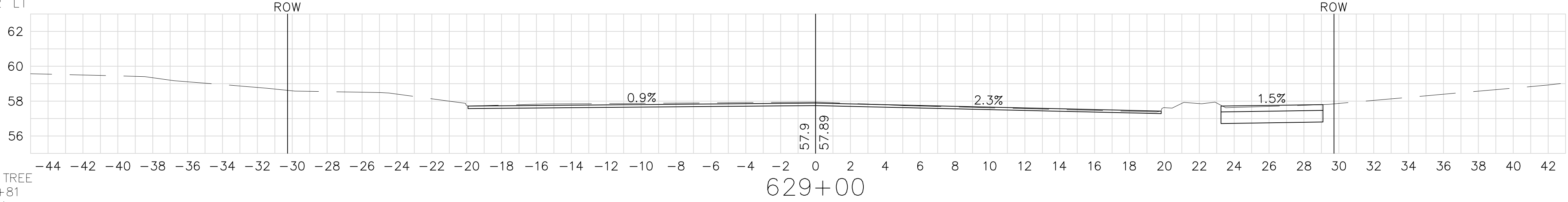
\\vhb\proj\Worcester\09790.00\cad\te\Planset\Phase 2\09790XS.dwg

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	139	145
PROJECT FILE NO. 605222			

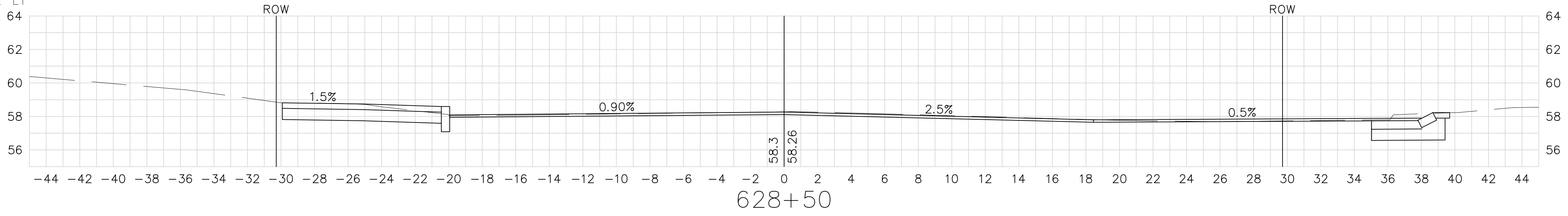
CROSS SECTIONS
BIRNIE AVENUE

5" TREE
+41
22' LT

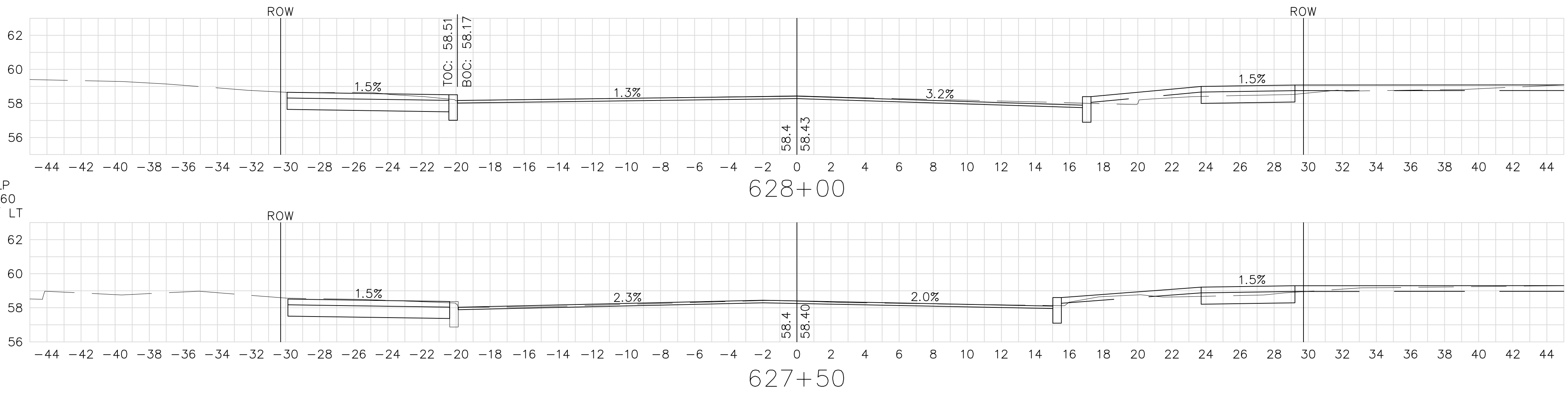


HYD
+27
22' RT

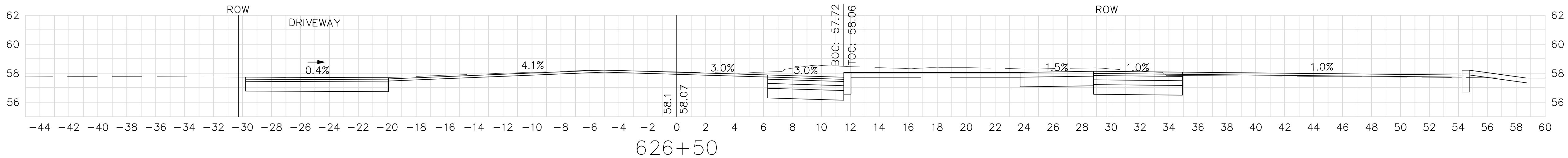
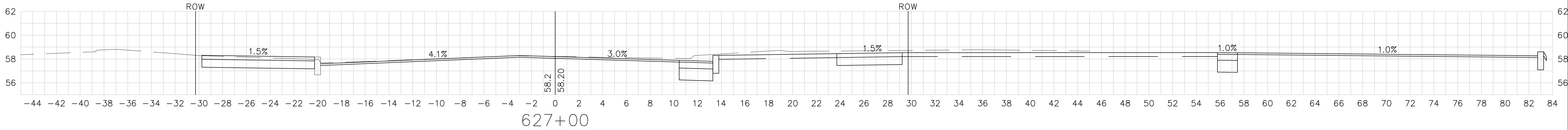
6" TREE
+81
22' LT



LP
+60
22' LT

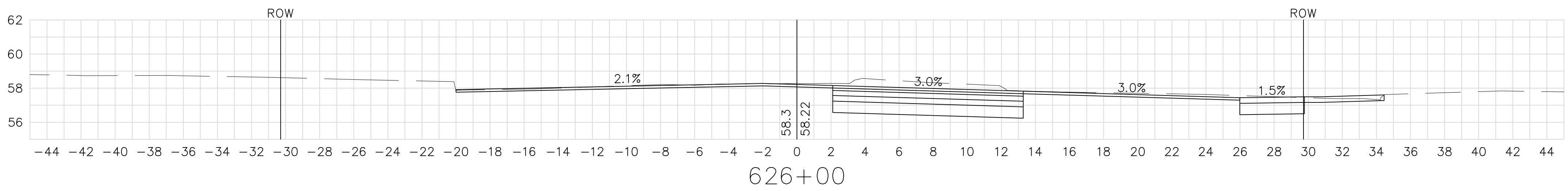


LP
+04
33' RT

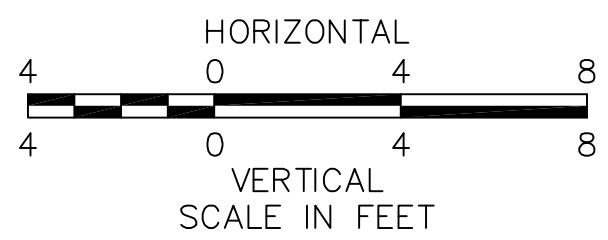


LP
+44
14' RT

LP
+40
58' RT



LP
+18
07' RT

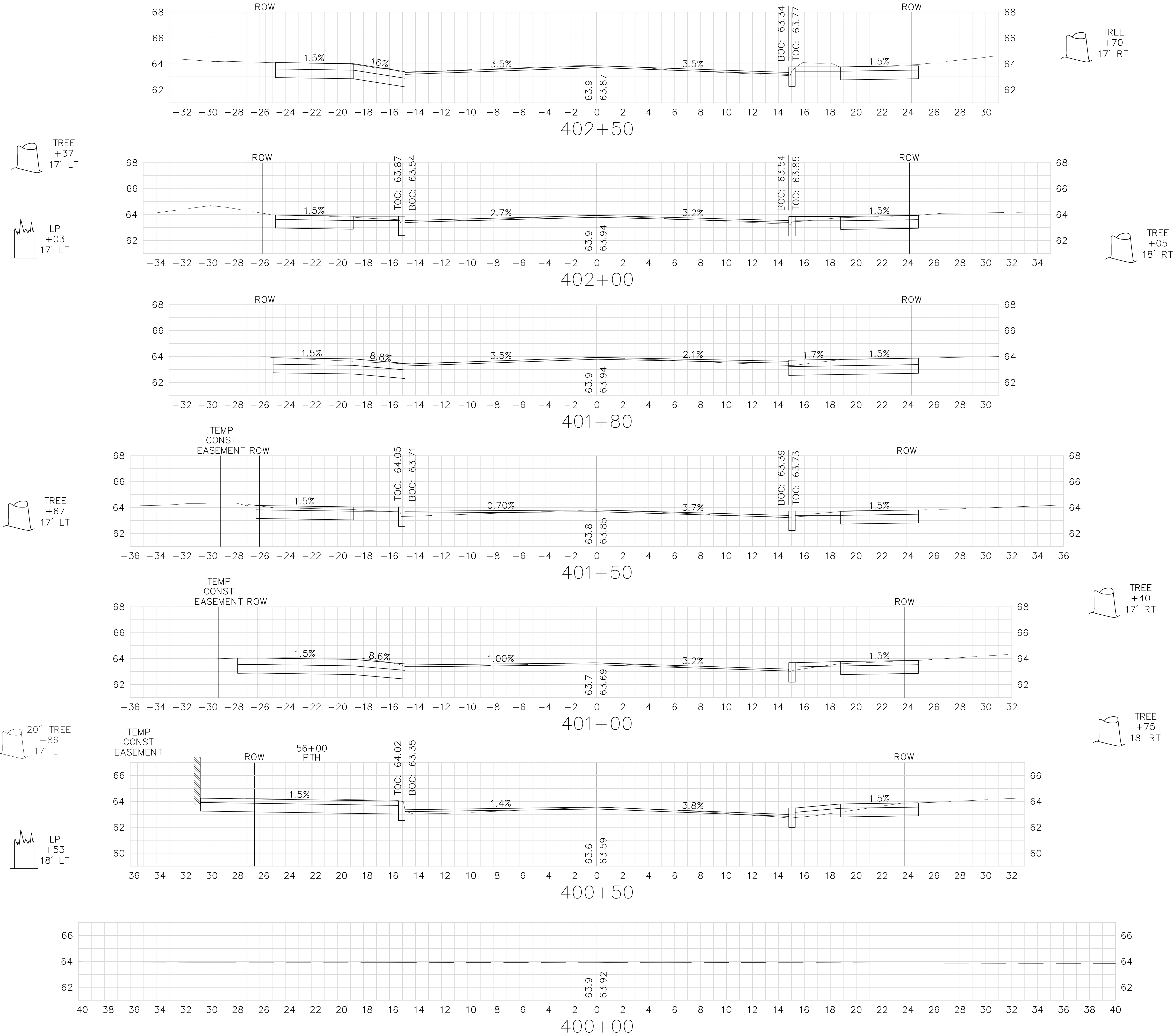


FOR GENERAL PLAN SEE SHEET NO. 26

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	140	145
PROJECT FILE NO. 605222			

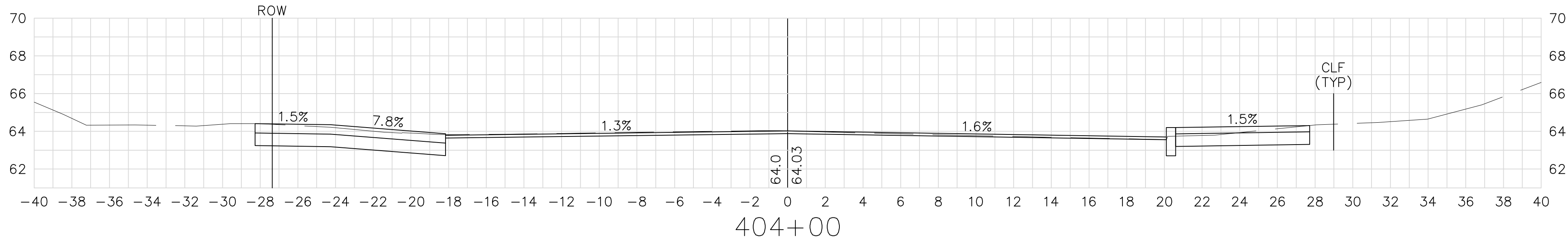
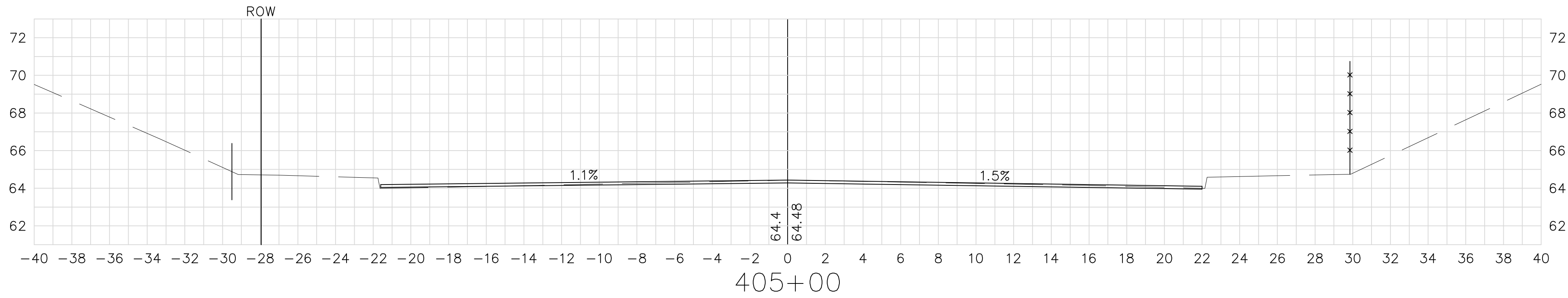
CROSS SECTIONS
ARCH STREET



SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

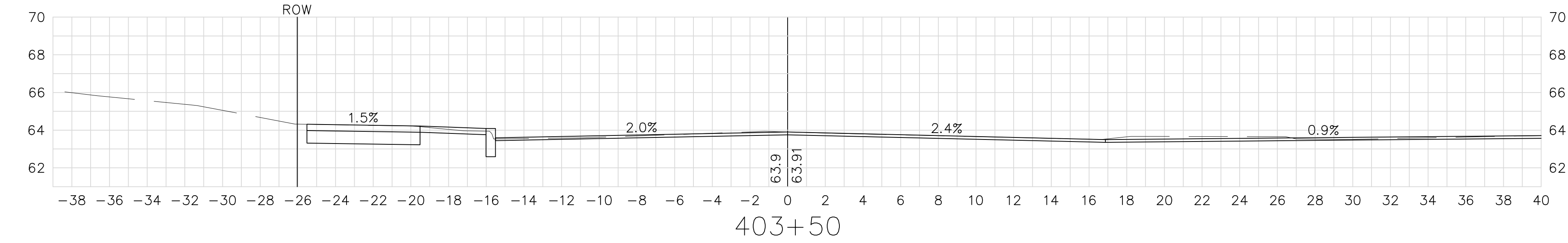
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	141	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
ARCH STREET

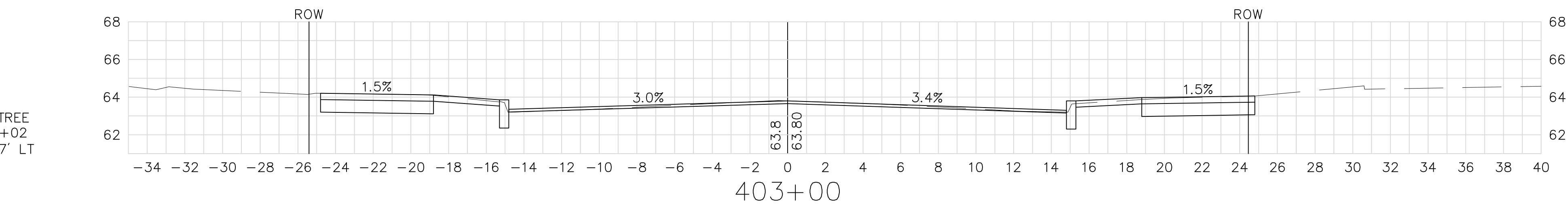


TREE
+86
19' LT

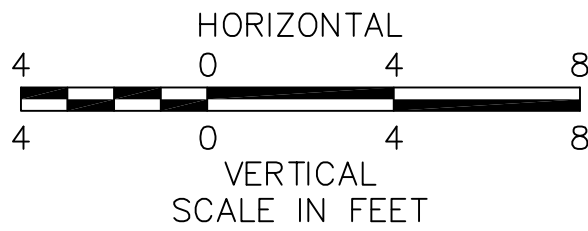
LP
+52
17' LT



TREE
+02
17' LT



HYD
+11
22' RT



TREE
+16
40' RT

24" TREE
+19
62' RT

TREE
+16
67' RT

LP
+30
73' RT

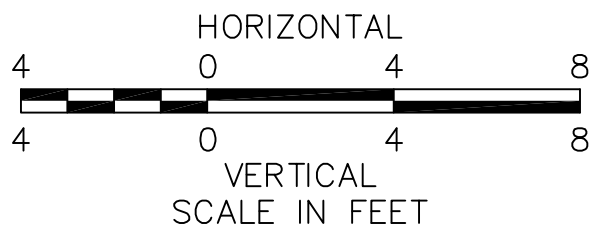
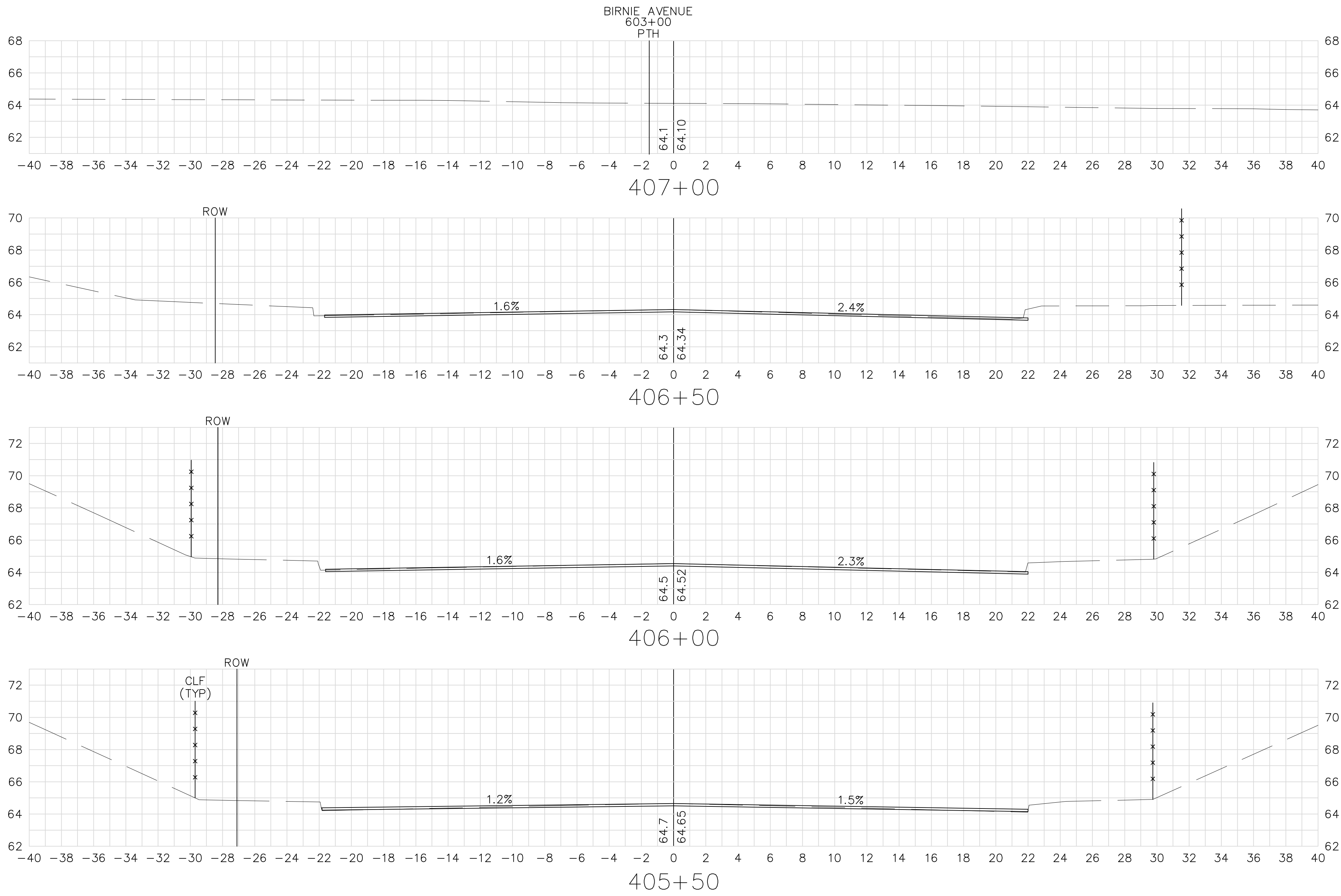
FOR GENERAL PLAN SEE SHEET NO. 11

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	142	145

PROJECT FILE NO. 605222

CROSS SECTIONS
ARCH STREET

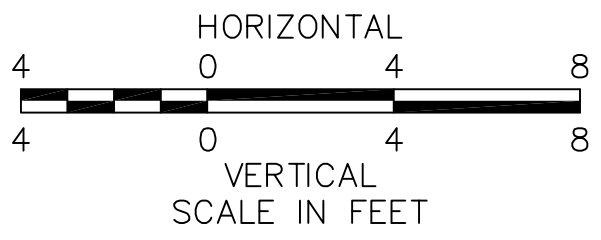
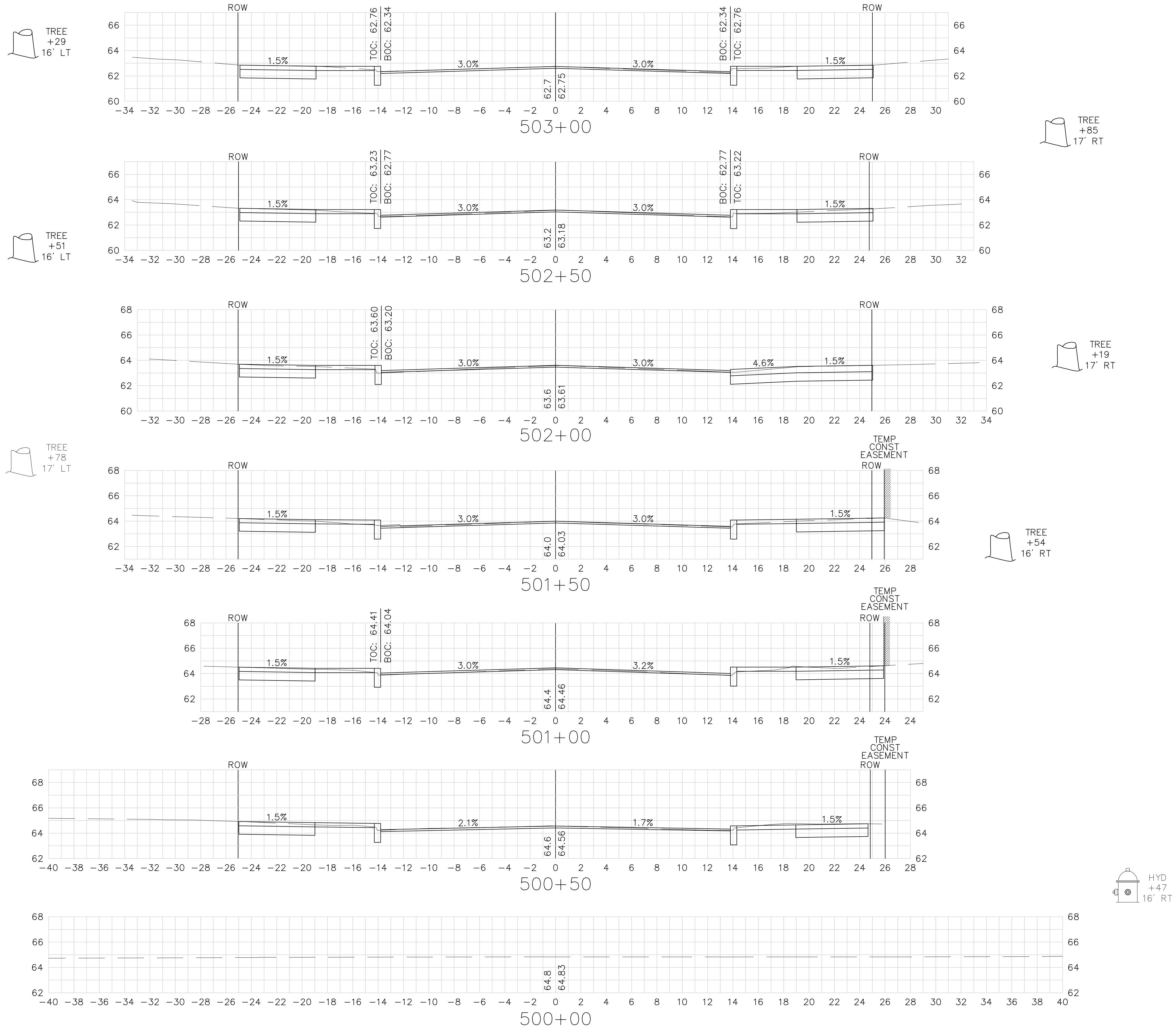


FOR GENERAL PLAN SEE SHEET NOS. 11 & 22

SPRINGFIELD
NORTH END/BRIGHTWOOD - NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	143	145
PROJECT FILE NO. 605222			

CROSS SECTIONS
HUNTINGTON STREET



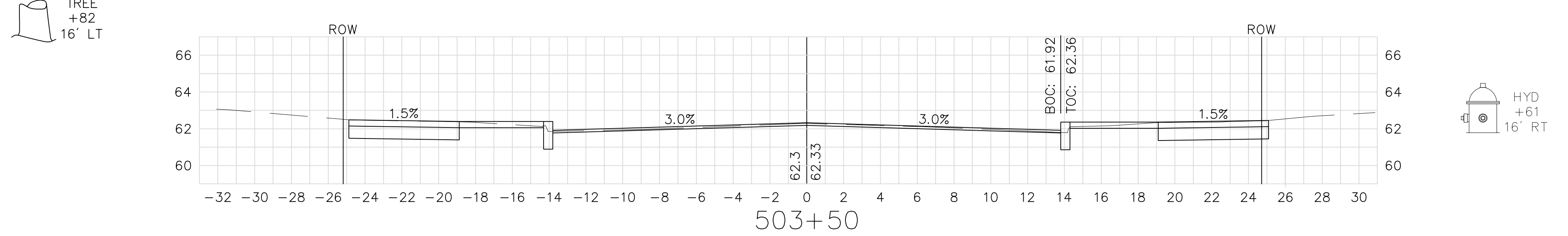
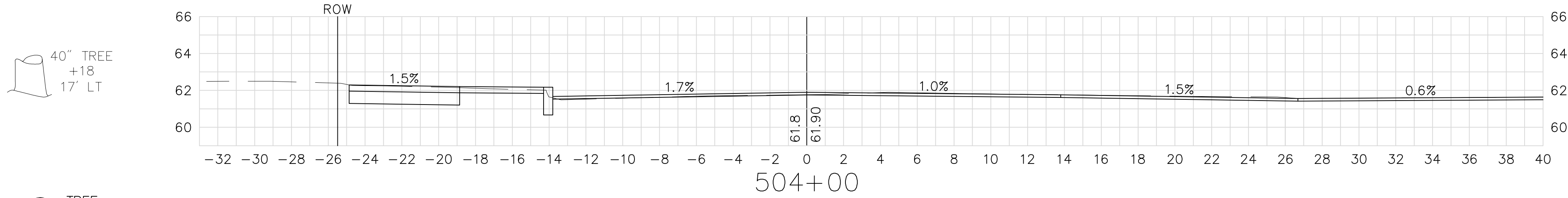
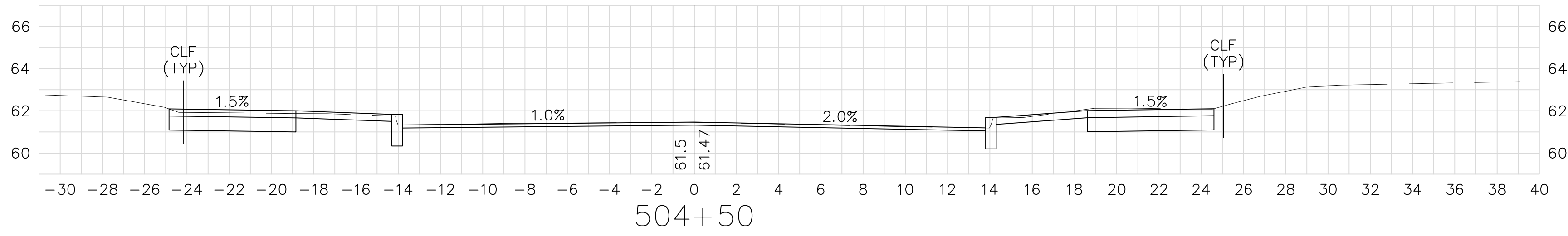
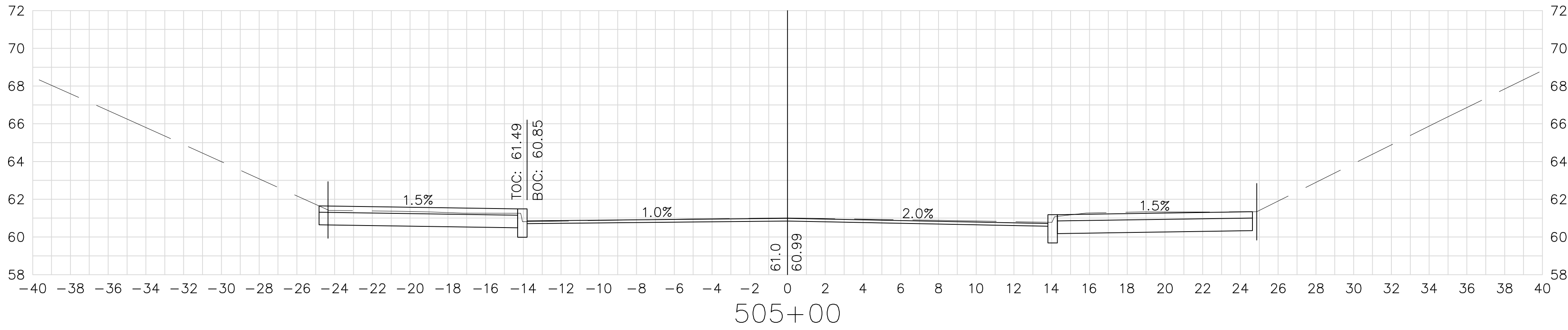
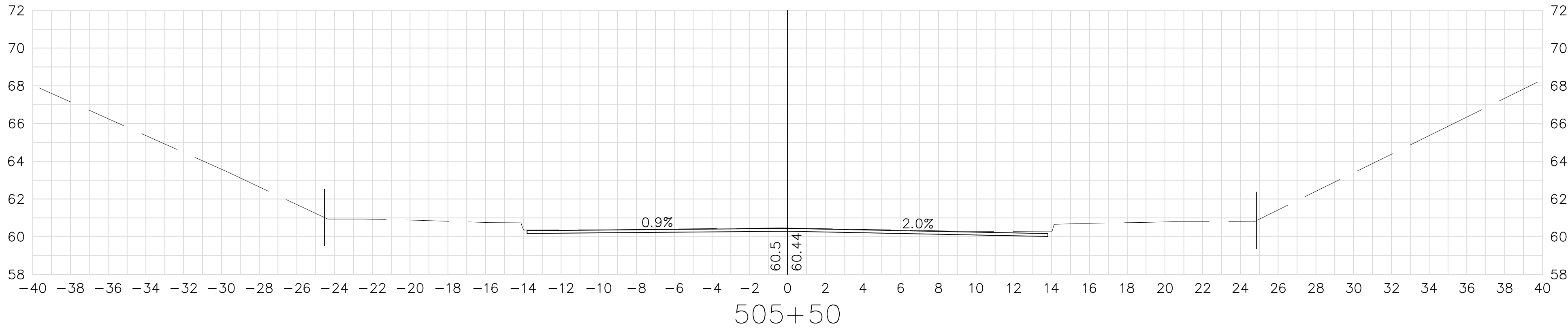
FOR GENERAL PLAN SEE SHEET NOS. 12-13

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	144	145

PROJECT FILE NO. 605222

CROSS SECTIONS
HUNTINGTON STREET

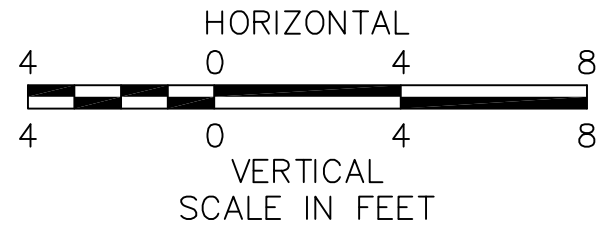


40" TREE
+18
17' LT

TREE
+82
16' LT

40" TREE
+33
16' LT

HYD
+61
16' RT



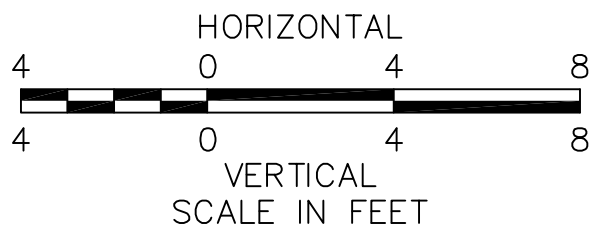
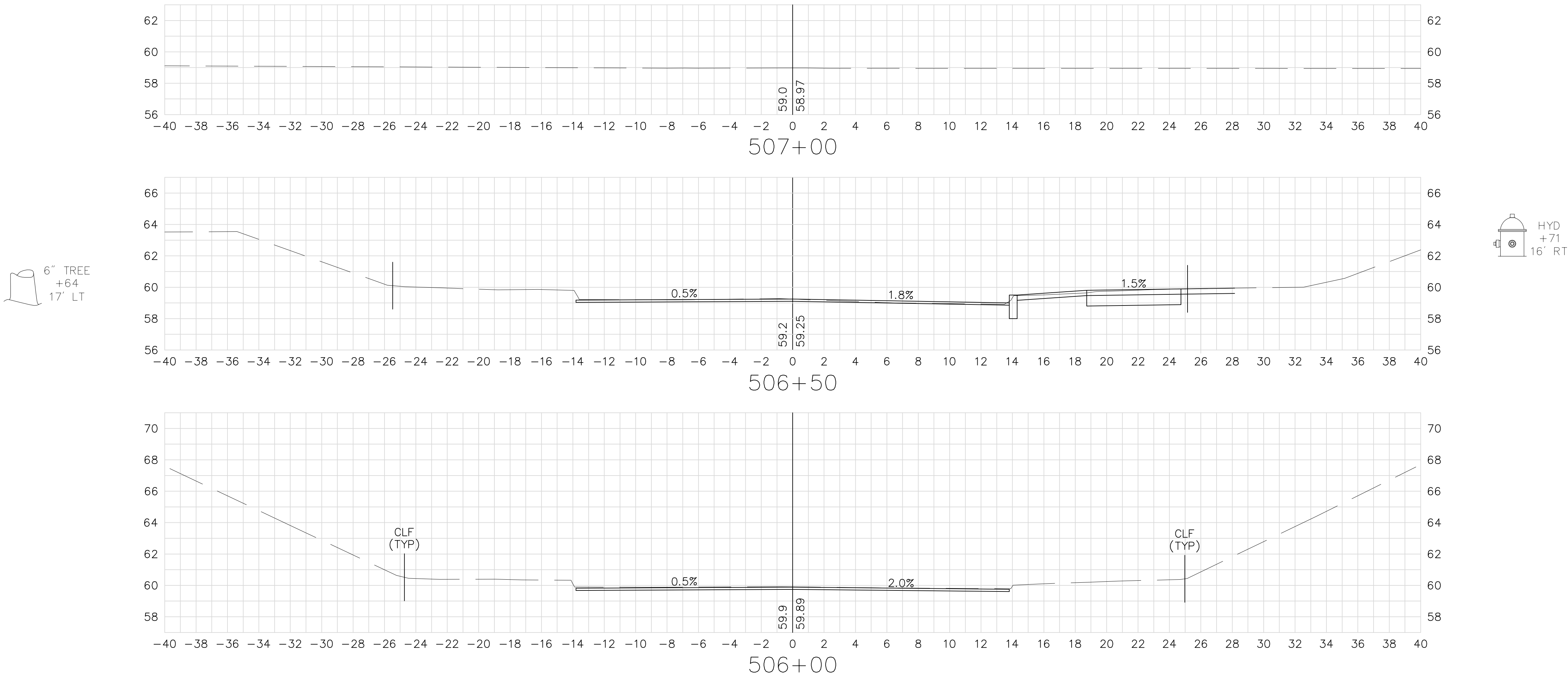
FOR GENERAL PLAN SEE SHEET NO. 13

SPRINGFIELD
NORTH END/BRIGHTWOOD – NORTH SEGMENT

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	--	145	145

PROJECT FILE NO. 605222

CROSS SECTIONS
HUNTINGTON STREET



FOR GENERAL PLAN SEE SHEET NOS. 13 & 23

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

DATE: August 3, 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 17, 2016

NOTICE OF MEETING

Wednesday August 17, 2016 –, At the corner of Main Street and Cross Street, Springfield, MA
at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

VERIZON
New Business: Main Street

HEARING RE: To install underground conduits on
Main Street from State Street to Union Street for the
distribution of intelligence and telecommunication.

Attachment: 8-17-2016 notice Verizon (3629 : Main Street (VERIZON))



City Council
36 Court Street
Springfield, MA 01103

Meeting: 09/12/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3630

TABLED

PETITION (ID # 3630)

Norman Street (COMCAST)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 23, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts LL dated July 25, 2016, to install hundred and ninety two (192') feet of 4" PVC conduit with fiber optic cable from utility pole 1128/09 on Nottingham Street to utility pole 1144-42 on Norman Street, beginning at utility pole on Nottingham Street, located on the north side about fifty (50') feet from Carew Street and continuing with 4" PVC conduit westerly direction approximately one hundred and ninety two (192') feet to utility pole on the north side of Norman Street, all as substantially shown on a plan attached, dated 7/22/2016, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to close fiber optic loop, 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 22, 2016 at 5:00 P.M. at the corner of Norman Street and Carew Street Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can completed the fiber optic loop network around Springfield.

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 all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk 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 asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.

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

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

RESULT: REFER TO COMMITTEE

Next: 10/3/2016 7:00 PM

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

DATE: August 8, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
August 22, 2016

NOTICE OF MEETING

Monday August 22, 2016 – At the corner of Norman Street and Carew Street in Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

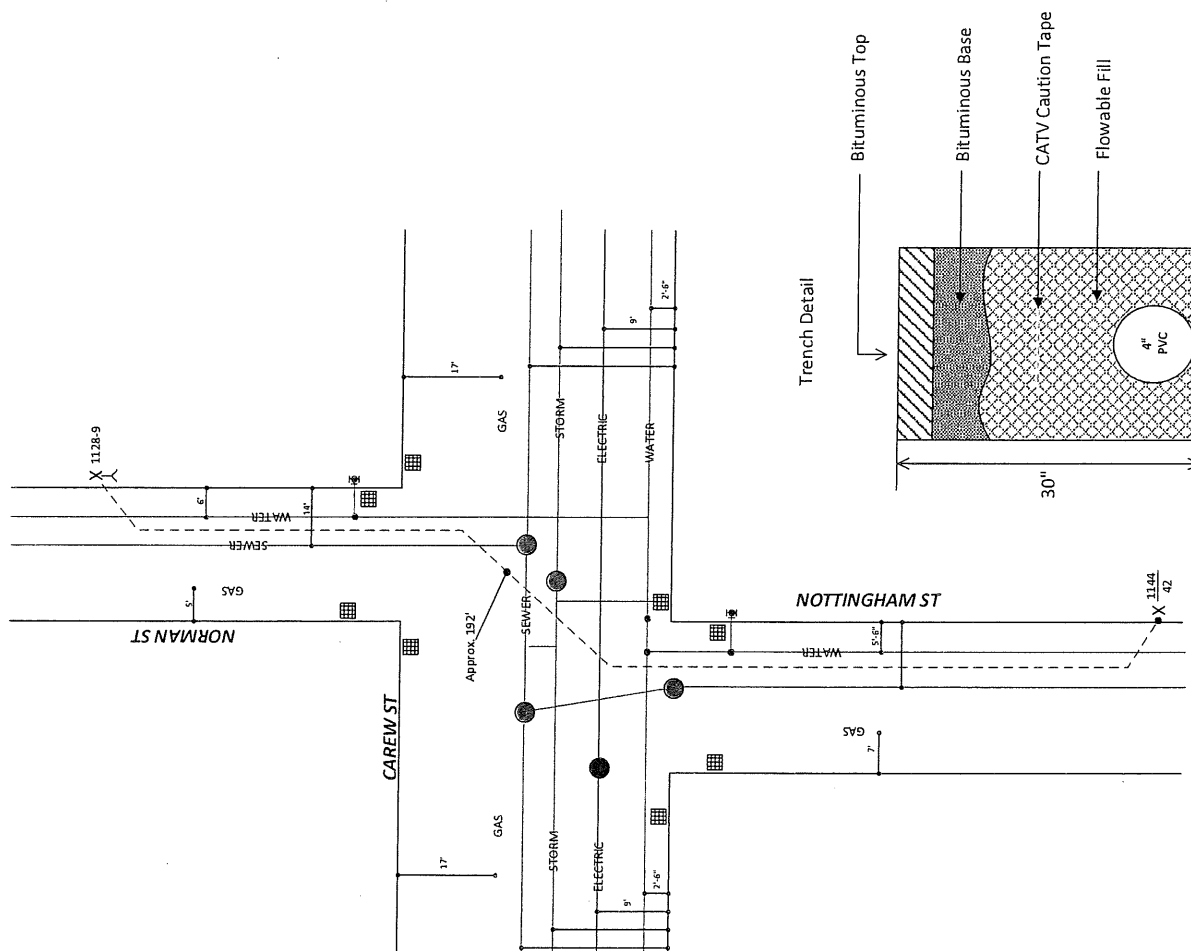
New Business: **Norman Street**
COMCAST

HEARING RE: To install 192' feet of 4 inches PVC conduit with fiber optic & Coax Cable line from pole 1128-9 on Norman Street to pole 1144/42 on Nottingham Street.

Attachment: 8-22-2016 Norman St. COMCAST (3630 : Norman Street (COMCAST))

Construction Details

- Install 1-4" Sch. 40 PVC conduit from pole 1128-9 on Norman St approximately 61' in a south easterly direction onto Carew St.
- Continue 1-4" Sch. 40 PVC conduit approximately 54' in a southerly direction, crossing Carew St. to Nottingham St.
- Continue 1-4" Sch. 40 PVC conduit approximately 85' onto Nottingham St to pole 1144/42.
- All trenching to be done in accordance to City of Springfield Department of Public Work guidelines for Street Occupancy work.



SCALE (IN FEET) 1" = 20"

COMCAST	
Drawn By: <i>Chris Thompson</i>	7/22/2016



City Council
36 Court Street
Springfield, MA 01103

TABLED

PETITION (ID # 3631)

Meeting: 09/12/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3631

Brookdale Drive (COMCAST)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 25, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts LL dated July 25, 2016, to install one thousand two hundred two (1,202') feet of 4" PVC conduit with fiber optic cable line on Brookdale Drive, beginning at existing Comcast vault located east side on Brookdale Drive by #155 building and continuing six hundred and forty (640') feet southerly direction to a new Comcast vault to be located in front of #95 Brookdale Drive to continuing westerly across Brookdale Drive two hundred eighty (280') feet to building #100 on Brookdale Drive and from the new vault continue southerly for two hundred eighty two (282') feet to existing Comcast vault easterly side on Brookdale drive in front of #90 building, all as substantially shown on a plan attached, dated 7/22/2016, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to close fiber optic loop, 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 24, 2016 at 5:00 P.M. in front of #155 Brookdale Drive Springfield, MA after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can complete the fiber optic loop network around Springfield and to provide service to #100 Brookdale Drive building.

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 all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk 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.

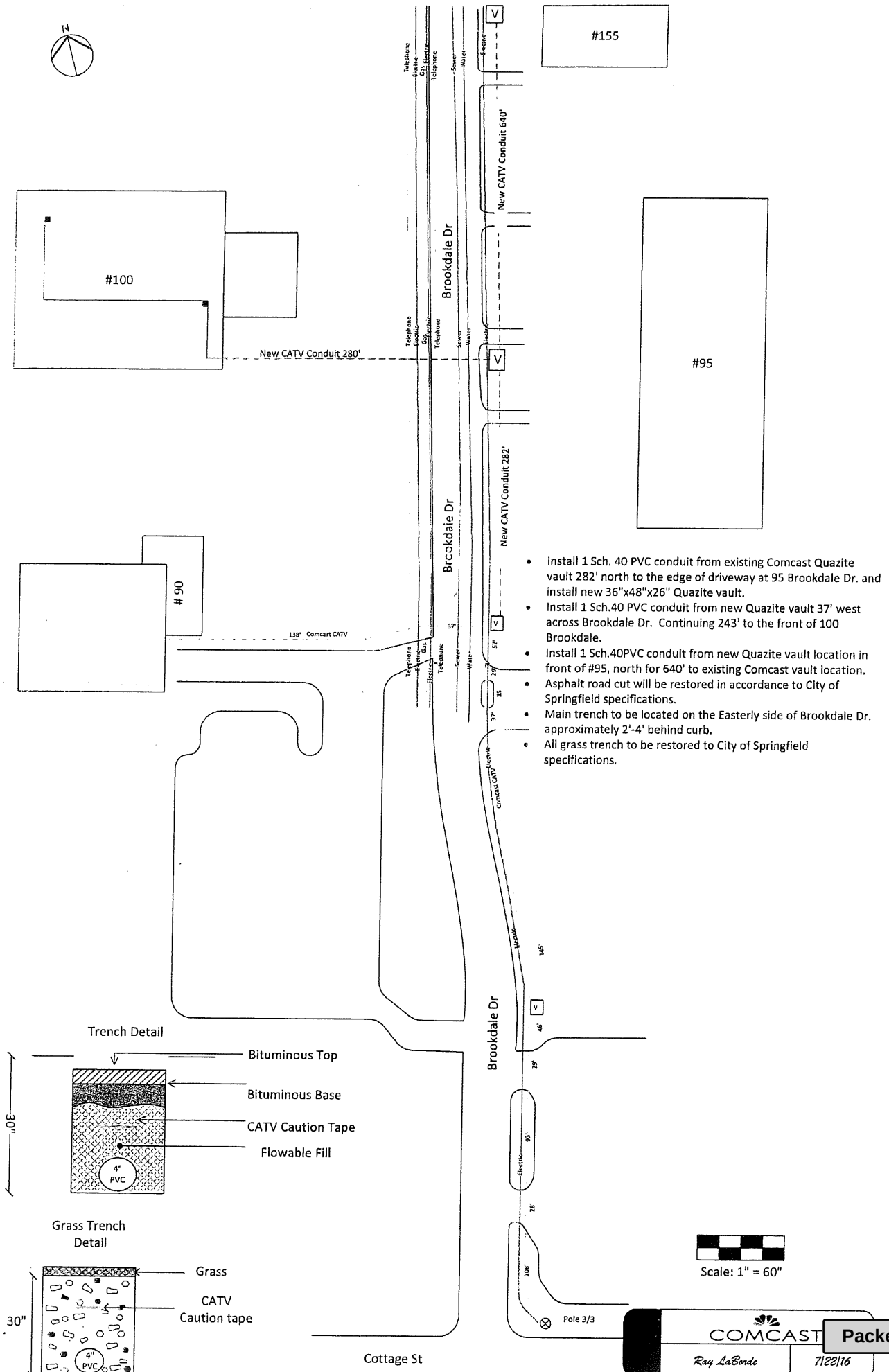
That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.

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

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

RESULT: REFER TO COMMITTEE

Next: 10/3/2016 7:00 PM



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

DATE: August 9, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
August 24, 2016

NOTICE OF MEETING

Wednesday August 24, 2016 – In front of #155 Brookdale Drive in Springfield, MA at 5:00
P.M

Minutes of Previous Meeting
Communications
Old Business

New Business: Brookdale Drive
COMCAST

HEARING RE: To install 1202' feet of 4 inches PVC conduit with fiber optic & Coax Cable
line on Brookdale Drive.

Attachment: 8-24-2016 Brookdale Dr. COMCAST (3631 : Brookdale Drive (COMCAST))



City Council
36 Court Street
Springfield, MA 01103

Meeting: 09/12/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3637

TABLED

PETITION (ID # 3637)

Middlesex Street (EVERSOURCE)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 30, 2016

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

The Board of Public Works, to which was referred the petition #6239 of Everesource Electric Company dated August 02, 2016, to Install new 45 feet pole to create additional circuit ties to improve reliability, the new 45 feet pole will be install on the tree belt, west side of Middlesex Street approximately sixty one (61') feet from the center of Wilbraham Road and sixteen (16') feet from the center of Middlesex Street, all as substantially shown on a plan attached, referred to numbered #6239, which is incorporated herein by reference and to lay and maintain underground lateral, cables, and wires in the above 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 29, 2016 at 5:00 P.M. at the corner of Wilbraham Road and Middlesex Street in Springfield. Three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the electrical utility company improves the reliability in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____)
 _____) BOARD OF PUBLIC WORKS
 _____)

RESULT: REFER TO COMMITTEE**Next: 10/3/2016 7:00 PM**

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

DATE: August 16, 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 29, 2016

NOTICE OF MEETING

Monday, August 29, 2016 – At the corner of Wilbraham Road and Middlesex Street in Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE

New Business: MIDDLESEX ST.

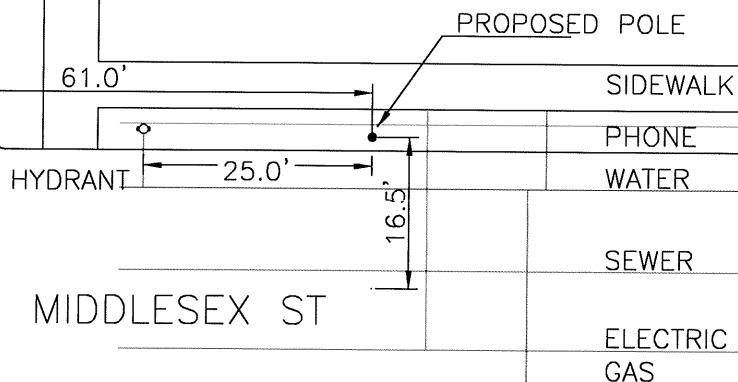
HEARING RE: To install new 45 feet pole to create additional circuit ties to improve reliability.

Attachment: 8-29-2016 notices of meeting #6239 (3637 : Middlesex Street (EVERSOURCE))

EVERSOURCE ENERGY

TOWN
SPRINGFIELDSTREET
MIDDLESEX ST

WILBRAHAM RD



PURPOSE AND DESCRIPTION

INSTALL NEW 45' POLE
TO CREATE ADDITIONAL CIRCUIT TIES
TO IMPROVE RELIABILITY

LEGEND

- | | | |
|--|-------------------------|-----------|
| ● PROPOSED JOINT POLE | ⊕ HANDHOLE | □ MANHOLE |
| ● PROPOSED EVERSOURCE POLE | ■ PAD MOUNT TRANSFORMER | ⬢ HEXHOLE |
| ⊗ EXISTING JOINT POLE | | |
| ○ EXISTING EVERSOURCE POLE | | |
| ⊗ EXISTING EVERSOURCE POLE TO BE JOINT | | |
| ⊗ EXISTING FOREIGN POLE TO BE JOINT | | |

DRAWN BY
ROB DAVISW.O.#
6S621367DISTANCES ARE APPROXIMATE
1" = 20'PETITION NO.
#6239

WR#2759483

Attachment: plan Middlesex St. (3637 : Middlesex Street (EVERSOURCE))



City Council

DEFEATED

Meeting: 09/12/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3521

8

Collective Bargaining Ratification - SFCA (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the Springfield Fire Chiefs Association (**S.F.C.A.**) - that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2012 through June 30, 2015; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director which attached hereto; and

WHEREAS, the Agreement includes wage increases effective July 1, 2012 of zero per cent (0%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2013 of two per cent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2014 of two per cent (2%); and

WHEREAS, the Agreement includes wage increases for collateral duty compensation effective July 1, 2014 of one and one half (1.5%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2015 of two per cent (2%); and

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

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the Springfield Fire Chiefs Association (**S.F.C.A.**), and the terms thereof, as described in the attached documents, for the time period of July 1, 2012 through June 30, 2015.

RESULT:	DEFEATED [4 TO 7]
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Kenneth E. Shea, Timothy C. Allen, Timothy J. Rooke, Kateri B. Walsh
NAYS:	Hurst, Twiggs, Williams, Ramos, Williams, Gomez, Edwards
ABSTAIN:	Thomas M. Ashe
ABSENT:	Michael A. Fenton



**CITY OF SPRINGFIELD, MASSACHUSETTS
HUMAN RESOURCES AND LABOR RELATIONS
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068**

September 7, 2016

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **Fire Chiefs Association of Springfield**, that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2012 to June 30, 2016 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which would reflect the following wage increases in the **Fire Chief's wage scale**.

Wage Increases:	Effective July 1, 2012	Zero percent (0%)
	Effective July 1, 2013	Two percent (2%)
	Effective July 1, 2014	Two percent (2%)
	Effective July 1, 2015	Two percent (2%)

The wage scale increases referenced above also include a one and one half percent (1.5%) increase effective on July 1, 2014, which is to compensate the bargaining members for additional collateral duties.

As part of this agreement, all unit members may be required, at the Employer's discretion, to submit to a drug and alcohol screening within sixty days of funding of the agreement by the City Council.

In accordance with the Acts of 468 of 2008, the Chief Administrative & Financial Officer must give in writing his opinion relative to the financial impact of the agreement on the existing level of municipal services.

If any other questions exist please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: T.J. Plante - CAFO
cc: Joseph Conant- Fire Commissioner
cc: Glenn Guyer- Deputy Fire Chief

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: September 7, 2016
Re: Order for Council Meeting – September 12, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 12, 2016 Council meeting that requests ratification of the current agreement between the City of Springfield and Fire Chiefs Association of Springfield (SFCA).

Background: The new agreement includes a zero percent (0%) wage increase for FY13, and a two percent (2%) increase each year for FY14, FY15, and FY16. This wage scale increase also includes a one and one half percent (1.5%) increase effective on July 1, 2014 (FY15). The City will need to fund retroactive pay agreed upon under this new agreement. An analysis of the Fire Department's Personal Services budget will determine if sufficient funds exist in the current year budget to absorb the increase. If further appropriation is necessary, the Finance Department will return to Council to request a transfer to cover retroactive pay owed as a result of the agreement.

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

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

MEMORANDUM OF AGREEMENT

Between

CITY OF SPRINGFIELD

And

SPRINGFIELD FIRE CHIEFS ASSOCIATION

The parties agree to amend their present agreement regarding Article 25 Salaries and Article 33 Duration. The below salary increases are applicable to the present members of the Springfield Fire Department Chiefs Association or to those who have retired since June 30, 2003.

Unit members who were promoted from IAFF Local #648 into the FCA will have their retroactive increases split; subject to the time served in each respective bargaining unit.

The parties agree to amend Article 25 Salaries as follows:

Deleting

Contract One

Effective 0800 July 1, 2005 increase wage schedule two (2%) percent
Effective 0800 June 1, 2006 increase wage schedule two (2%) percent
Effective 0800 July 1, 2007 increase wage schedule two (2%) percent

Contract Two

Effective 0800 July 1, 2008 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2009 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2010 increase wage schedule one point five (1.5%) percent

Contract Three

Effective 0800 July 1, 2011 increase wage schedule two (2%) percent

Signing Bonus – of One Thousand (\$1,000) Dollars with the
amount paid will be applied to below wage increases.

And Replacing it With:

Contract One

Effective 0800 June 30, 2003 increase wage schedule three (3%) percent
Effective 0800 July 1, 2003 increase wage schedule zero (0%) percent
Effective 0800 June 1, 2004 increase wage schedule zero (0%) percent
Effective 0800 July 1 2005 increase wage schedule two (2%) percent

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Contract Two

Effective 0800 July 1, 2006 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2007 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2008 increase wage schedule two and one half (2.5%) percent

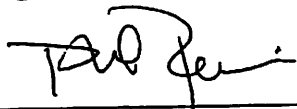
Contract Three

Effective 0800 July 1, 2009 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2010 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2011 increase wage schedule two and one half (2.5%) percent

The Duration Article 33 for the Collective Bargaining Agreements will be amended to:

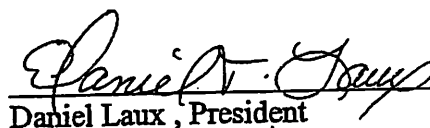
July 1, 2003 to June 30, 2006
July 1, 2006 to June 30, 2009
July 1, 2009 to June 30, 2012

**For the City of Springfield/
Springfield Finance Control Board**



Philip Puccia, Executive Director
Springfield Finance Control Board

**Fire Chiefs Association
of Springfield**



Daniel Laux, President

Date December 7, 2006

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Fire Chief Association

Fire Chiefs Association

Wage Schedule 07

Weekly Rates of Pay

42 Hr work week

Rates effective July 1 2003 -

based on a three percent raise

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$1,588.22	\$90.53	\$1,678.75	\$39.9702	\$199.85	\$439.67	\$599.55	\$839.37	\$7.00	\$30.00
District Fire Chief*		HZ	\$1,619.36	\$92.30	\$1,711.66	\$40.7539	\$203.77	\$448.29	\$611.31	\$855.83	\$7.00	\$30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair	1		\$1,479.28	\$84.32	\$1,563.60	\$37.2285	\$186.14	\$409.51	\$558.43	\$781.80	\$7.00	\$30.00
Supervisor												

* Incident Commander Stipend

Fire Chief Association

Wage Schedule 07

Weekly Rates of Pay

Fire Chiefs Association

Rates effective July 1 2005 -

Based on a 2% raise

42 Hr work week

[illegible]

* Incident Commander Stipend

Fire Chiefs Association

Weekly Rates of Pay

Based on a 2.5% raise

42 Hr work week

* Incident Commander Stipend

Wage Schedule 07

Weekly Rates of Pay

Fire Chiefs Association

Rates effective July 1 2007 -

Based on a 2.5% raise

42 Hr work week

[illegible]

* Incident Commander Stipend

Fire Chief Association

Fire Chiefs Association

Wage Schedule 07

Weekly Rates of Pay

42 Hr work week

Rates effective July 1 2009 -

Based on a 2.5% raise

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$ 1,788.15	\$ 101.92	\$ 1,890.07	\$45.0018	\$ 225.01	\$ 495.02	\$ 675.03	\$ 945.04	\$ 7.00	\$30.00
District Fire Chief*		HZ	\$ 1,832.85	\$ 104.47	\$ 1,937.32	\$46.1267	\$ 230.63	\$ 507.39	\$ 691.90	\$ 968.66	\$ 7.00	\$30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair	1		\$ 1,665.51	\$ 94.93	\$ 1,760.44	\$41.9153	\$ 209.58	\$ 461.07	\$ 628.73	\$ 880.22	\$ 7.00	\$30.00
Supervisor												

* Incident Commander Stipend

Wage Schedule 07

Fire Chiefs Association

Weekly Rates of Pay

42 Hr work week

Rates effective July 1 2010 -	Based on a 2.5% raise
100	102.5
200	205
300	307.5
400	410
500	512.5
600	615
700	717.5
800	820
900	922.5
1000	1025
1100	1127.5
1200	1230
1300	1332.5
1400	1435
1500	1537.5
1600	1640
1700	1742.5
1800	1845
1900	1947.5
2000	2050
2100	2152.5
2200	2255
2300	2357.5
2400	2460
2500	2562.5
2600	2665
2700	2767.5
2800	2870
2900	2972.5
3000	3075
3100	3177.5
3200	3280
3300	3382.5
3400	3485
3500	3587.5
3600	3690
3700	3792.5
3800	3895
3900	3997.5
4000	4100
4100	4202.5
4200	4305
4300	4407.5
4400	4510
4500	4612.5
4600	4715
4700	4817.5
4800	4920
4900	5022.5
5000	5125
5100	5227.5
5200	5330
5300	5432.5
5400	5535
5500	5637.5
5600	5740
5700	5842.5
5800	5945
5900	6047.5
6000	6150
6100	6252.5
6200	6355
6300	6457.5
6400	6560
6500	6662.5
6600	6765
6700	6867.5
6800	6970
6900	7072.5
7000	7175
7100	7277.5
7200	7380
7300	7482.5
7400	7585
7500	7687.5
7600	7790
7700	7892.5
7800	7995
7900	8097.5
8000	8200
8100	8302.5
8200	8405
8300	8507.5
8400	8610
8500	8712.5
8600	8815
8700	8917.5
8800	9020
8900	9122.5
9000	9225
9100	9327.5
9200	9430
9300	9532.5
9400	9635
9500	9737.5
9600	9840
9700	9942.5
9800	10045
9900	10147.5
10000	10250

[illegible]

* Incident Commander Stipend

Fire Chiefs Association

Wage Schedule 07

Weekly Rates of Pay

42 Hr work week

Based on a 2.5% raise

Rates effective July 1 2011 -

[illegible]

* Incident Commander Stipend

MEMORANDUM OF AGREEMENT

Between

CITY OF SPRINGFIELD

And

SPRINGFIELD FIRE CHIEFS ASSOCIATION

The parties agree to new Collective Bargaining agreements as follows: One contract will cover the period from July 1, 2005 to June 30, 2008, the second contract will cover the period from July 1, 2008 to June 30, 2011, the third contract will cover the period from July 1, 2011 to June 30, 2012. The Union agrees to endorse and promote special legislation regarding the contract term if necessary. The present agreement between the parties will be amended to incorporate the following changes:

- (1) **Signing Bonus** - Effective 0800 July 1, 2005 all unit members will receive a one time Signing Bonus of one thousand (\$1,000) dollars. Payment will be made the first pay period after ratification.

- (2) **Article 25 Salaries**

Contract One

Effective 0800 July 1, 2005 increase wage schedule two (2%) percent.
Effective 0800 July 1, 2006 increase wage schedule two (2%) percent
Effective 0800 July 1, 2007 increase wage schedule two (2%) percent

Contract Two

Effective 0800 July 1, 2008 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2009 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2010 increase wage schedule one point five (1.5%) percent

Contract Three

Effective 0800 July 1, 2011 increase wage schedule two (2%) percent

- (3) **Article 25 Salaries**

The Union agrees to waive and forego any claim, grievance, arbitration or appeal regarding wage/step increases from the prior collective bargaining agreement.

(4) **Article 11 Insurance**

The Union agrees to the Health Insurance Plan implemented by the City of Springfield on April 1, 2005. The union agrees to waive and forego any claim, grievance, arbitration or appeal regarding the change in health insurance benefits implemented April 1, 2005

(5) **Article 1 Recognition**

Effective July 1, 2005 the parties agree to delete *Fire Prevention Supervisor* from this Article and any other pertinent article.

The parties agree that effective July 1, 2005 this position will no longer be part of the FCA bargaining unit but will remain within civil service. It can be filled with any eligible officer pursuant to the rules and regulations. For future vacancies, District Chiefs who so desire may be considered for the position. It will remain a non-bargaining position regardless of the previous affiliation of the person filling the position. It is understood by all parties that the current Fire Prevention Supervisor, John Cossaboom will assume the position of Director of Fire Prevention as a non-bargaining employee.

(6) **New Article - Injured Leave and Return to Work**

Any employee claiming injury leave will provide the following information to the Chief:

- A. Documentation for the incident required by the City, causing injury and any witnesses, per department rules and rules and regulations,
- B. As determined by the Chief acceptable evidence of incapacitation from a physician qualified to make such determination per department rules and regulations, per department rules and regulations,
- C. Cooperation and opportunity for the City to medically evaluate the employee, as necessary, and,
- D. A medical release limited to the injury but not limited in time.

Injuries and/or illness sustained in the performance of duty and accepted under the Provisions of M. G. L. Chapter 41, Section 100, shall be handled in accordance with M.G.L. Chapter 41, Section 111F, or M.G.L. Chapter 152, whichever is applicable.

If after missing the two (2) consecutive working shifts, or six (6) working shifts in a twelve month period including the two consecutive shifts, a District Chief or Fire Supervisor out I.O.D.

and unable to return to full duty status, will select one of the City's Independent Medical Examiners who will examine the District Chief/Supervisor to determine his/her fitness to perform light/limited duty.

The determination of a City designated Examining Physician shall be binding on all parties, but in no instance shall be detrimental to the recovery of the District Chief or Supervisor. The City Doctor shall review all relevant medical documents from the District Chief/Supervisor's treating physician and/or specialist. If indicated, such light duty shall be effective immediately, or if it is not indicated, the District Chief/Supervisor may continue to be carried on Injured on Duty (I.O.D.) status.

In the event the District Chief/Supervisor is assigned to light duty, such light duty shall not interfere with ongoing medical treatment. District Chief/Supervisor's on light duty will be permitted to receive required medical treatment during assigned duty hours if necessary.

District Chief/Supervisor on I.O.D. or light duty status shall not be required to engage in any activity detrimental to his/her recovery.

Normally, Limited/Light duty assignments shall not affect the shift assignments of other members. Limited/Light duty assignments are not of permanent duration and shall not normally continue longer than one (1) year.

It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require a District Chief/Supervisor to report for light duty and sit idly by if there is no legitimate work available, as determined solely by the Fire Chief. The parties understand that benefits will not accrue while a union member is out on injured on duty status.

The Department will not hold employees on light duty accountable for not responding in emergency situations, if they are prevented from doing so by the injury necessitating light duty.

Light/Limited duty tasks shall include at least the following:

1. Dispatching
2. Training (non-physical) /teaching
3. General Administrative Duties commensurate with District Chief classification
4. Computer Operations
5. Fire Prevention Duties
6. Any other position to which the Chief and the Union agree is appropriate.

Unit Members will not be evaluated while on light duty.

(7) New Article 32 Evaluation Procedure

PERSONNEL EVALUATIONS

A. Evaluations

1. Each Bargaining Unit Member will annually be evaluated, but in no event shall the District Chief/Supervisor be evaluated after having been in the position less than six months. Evaluations will be performed by the Chief or his designee. District Chiefs and Supervisors will be rated on such items as:
 - a. Quality and Completion of Work
 - b. Work Habits
 - c. Work Attitudes
 - d. Working Relationships with Others
 - e. Supervisory Ability
2. Following the evaluation of any District Fire Chief or Supervisor, the evaluator shall meet with the employee to discuss the evaluation report. The meeting shall be at the mutual convenience of the District Chief or Supervisor and the evaluator within ten (10) days following the evaluation. Such meeting will take place on duty.
3. After the discussion, the District Fire Chief or Supervisor shall sign the report, but the employee's signature does not necessarily indicate agreement with the contents. The District Chief/Supervisor shall also have the right to make a written reply, which shall be incorporated into the report.
4. A copy of each evaluation report shall be filed in the District Chief/Supervisor's personnel file and a copy provided to the employee upon request.
5. An unsatisfactory evaluation may be grieved, but only on the grounds of that the evaluation was conducted arbitrarily, capriciously or in a retaliatory manner.
6. Unit Members will not be evaluated while on light duty.

B. Rating and Disciplinary Action

The District Chief/Supervisory will be notified in advance in writing of the purpose of a meeting with the Chief in cases where an evaluation and/or disciplinary action is contemplated, in accordance with the Department's policies of progressive discipline. Association members shall have the right to have union representatives in attendance when they are evaluated. But Union representatives shall not participate in the evaluation process. Nothing in this section shall be construed to diminish existing rights under Chapter 31.

(8) **New Article 33 Drug and Alcohol Testing Policy-**

In order to promote a safe and healthy work environment for all employees the Springfield Fire Department has established a drug and alcohol testing policy. Employers who receive federal grants are required to maintain a drug free workplace under the Drug-Free Work Place Act of 1988. The program shall be administered as follows:

1. Reasonable suspicion shall be the standard used to determine if an employee should be given a drug and alcohol test. Reasonable suspicion is apparent when some specific and articulable fact exists that create an objective basis for suspecting an employee has been consuming drugs or alcohol and, as such, is unfit for duty. Upon determination of reasonable suspicion by the Chief or designee, the suspected employee shall take an alcohol and drug test. If during the term of this agreement the Fire Chief or his designee deems it necessary, after notice is given to the Fire Chiefs Association and the City Labor Representatives in the Law Department, the Fire Department, can implement random drug testing for unit members.
2. Some factors and observations that could lead to reasonable suspicion and result in a drug or alcohol test are the following:
 - i. The smell of alcohol or drugs emanating from the employee.
 - ii. The employee is unsteady on his/her feet.
 - iii. The employee has red or bloodshot eyes.
 - iv. The employee's speech is noticeably slurred.
 - v. The employee is in possession of any amount of drugs or alcohol.
 - vi. The employee is involved in a vehicle accident or other unsafe operation of Fire Department equipment.
3. Any employee subject to a urine screen for drugs and alcohol shall be provided a private and secured area with which to generate the sample. If there is reason to believe that the employee has provided an altered or substituted specimen, a second urine sample under direct supervision shall be required.
4. Drug test results and specimens shall be processed by a professional service contracted with the City of Springfield Fire Department. All controlled substances currently considered illegal to possess under Massachusetts law shall be the subject of any urine test.
5. Alcohol testing shall be conducted by an independent agency or by a police department on their breath test machine. The machine must be in full compliance with all Bureau of Alcohol Testing regulations. An alcohol urine screen will be processed in the same manner as a drug urine screen.

6. All results of drug and alcohol testing shall be kept completely confidential except for disciplinary proceedings.
7. Failure of a drug and alcohol test may result in disciplinary proceedings up to and including termination in accordance with Department policies and procedures on progressive discipline. Nothing in this section shall be construed to diminish existing rights under Chapter 31.
8. Failure of a drug and/or alcohol test shall result in an immediate mandatory referral to the EAP program.
9. A positive for alcohol will be reviewed in the following manner: A breath test reading of .07 BAC or lower shall be considered to be a negative test result; A reading of .08 BAC or higher shall be considered a positive test result. Any reading between .01 and .07 shall result in the removal of the employee from a safety sensitive position for a minimum of twenty-four (24) hours, and a retest showing no BAC shall be required prior to performing a safety sensitive function.

(9) **Article 8 - Vacations Article 8.09 Loose Vacation Days will read as follows:**

8.09 Any employee may elect to take up to seventeen (17) days of his allotted vacation days as loose working days and may, with the approval of the Chief, be permitted to take more than seventeen (17) loose working days.

(10) **New Article Overtime**

All employees required to work overtime shall be compensated at overtime rates for the number of hours worked, with any part of an hour in excess of thirty (30) minutes being considered a full hour for the purposes of computing overtime compensation.

(11) **New Article Clothing Allowance**

The articles of clothing presently granted to unit members by the Department shall continue to be distributed in accordance with past practice.

(12) **Article 9 Sick Leave Effective January 1, 2006**

Delete Present 9.09 "Bracket Money" and replace with the following "Perfect Attendance" language:

Employees who took no sick leave time in the prior calendar year will be entitled to a Prefect Attendance bonus of one (\$1,000) thousand dollars. Employees who took no more than one (1) sick leave day in the prior calendar year will be entitled to a

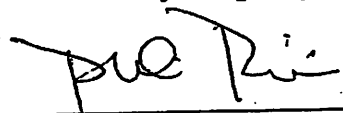
seven hundred (\$700.00) dollar bonus. Payments for this benefit will be made the first payroll the following February (i.e. February 2007 for the calendar year 2006).

(Article 9.10 9.11 will remain as is)

(13) Article 25 Salaries

- (a) All members of the Association who are not presently in Step 4 will be placed in Step 4 upon ratification .
- (b) The parties agree to delete Step 3 (i.e. the first step). This will result in a pay plan with only one step (present Step 4)

For the City of Springfield



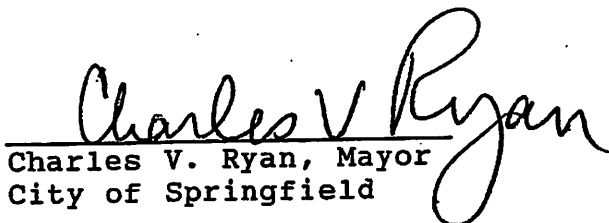
Philip Puccia, Executive Director
Springfield Finance Control Board

**Fire Chiefs Association
of Springfield**



James McQuade, President,

Date July, 18 2005



Charles V. Ryan, Mayor
City of Springfield

AGREEMENT**BETWEEN****THE CITY OF SPRINGFIELD****AND****FIRE CHIEFS ASSOCIATION OF SPRINGFIELD**

EFFECTIVE DATE:	July 1, 2000
TERMINATION DATE:	June 30, 2003
NOTIFICATION DATE:	October 1, 2002

FIRE CHIEFS ASSOCIATION OF SPRINGFIELD
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AGREEMENT**BETWEEN****THE CITY OF SPRINGFIELD****AND****FIRE CHIEFS ASSOCIATION OF SPRINGFIELD**

EFFECTIVE DATE:	July 1, 2000
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**AGREEMENT
BETWEEN
CITY OF SPRINGFIELD
AND
FIRE CHIEFS ASSOCIATION OF SPRINGFIELD**

PREAMBLE: This Agreement made by and between the CITY OF SPRINGFIELD, MASSACHUSETTS, hereinafter called the Employer, and FIRE CHIEFS ASSOCIATION OF SPRINGFIELD, hereinafter called the Association, has as its purposes promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement and to set forth in this Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

ARTICLE 1

RECOGNITION: The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours, and other conditions of employment for all supervisory personnel in the rank of Superintendent of Fire Alarm, Fire Prevention Supervisor, Fire Repair Supervisor, and District Chief in the Fire Department of Springfield, Massachusetts.

CHAPTER 656:

This collective bargaining agreement shall be subject to, and incorporate the provisions of Section 6 of Chapter 656 of the Acts of 1989, so long as said Section 6 shall require that all collective bargaining agreements entered into by the City or School Department be subject to and incorporate the provisions of said Section 6.

ARTICLE 2

ASSOCIATION REPRESENTATION:

2.01 The Association agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall act, represent and negotiate agreements and bargain collectively for all employees within the bargaining unit, and shall be responsible for representing the interests of such employees without discrimination and without regard to whether or not said employees are Association members.

2.02 The Employer will deal with the authorized representatives of the Association with respect to matters pertaining to the administration of the provisions of this Agreement. To the extent provided in this Article, the Employer will deal with the accredited representatives with respect to grievances. The Association shall, as soon as possible, after the execution of this Agreement, furnish the Employer in writing, the names of its authorized representatives with whom the Employer will be requested to deal, as provided by this section. The Association shall promptly notify the Employer, in writing, of any changes in the identity of its authorized representatives.

2.03 There shall be no more than three (3) representatives. The names of three (3) alternates shall also be submitted. The alternates shall serve only in the absence of a representative. The Employer agrees to allow not more than three (3) members of the Association to attend contract negotiations meeting during their on-duty hours without loss of pay.

2.04 The above shall be granted reasonable time during the working hours to investigate and settle grievances, but only after said representative gives reasonable notice of the time required and also the nature of the grievance to the Chief of the Department.

ARTICLE 3

GRIEVANCE PROCEDURE:

3.01 An employee or the Association may file a grievance in the event of any dispute concerning solely the interpretation or application of this Agreement. Such grievant shall make a signed statement, which contains all of the essential details of said grievance including the date of occurrence.

3.02 Grievances shall be processed as follows:

STEP 1. The written grievance will be filed with the Grievance Screening Committee within ten (10) calendar days of the facts giving rise to the grievance or the grievant acquires knowledge of the facts which give rise to the grievance. The Screening Committee will be made up of three (3) members of the bargaining unit named by the Association President.

The Committee and the grievant will attempt to resolve the grievance informally. The Screening Committee shall have thirty (30) days from the date of submission of the grievance to resolve the grievance, and if the Screening Committee has not acted on the grievance within that time the grievance shall be considered not settled at Step 1.

STEP 2. If the grievance is not settled at Step 1, it shall be processed to the Chief of the Department within eight (8) calendar days from the date of the decision at the Step 1 level, or if there is no decision at Step 1, within thirty (30) days from the submission of the grievance at Step 1.

STEP 3. If the grievance is not settled within ten (10) calendar days from the date of written presentation at the Step 2 level, the grievance shall be submitted within ten (10) calendar days to the Labor Relations Department.

STEP 4. If the grievance is not settled within ten (10) calendar days from the date of presentation at the Step 3 level, the Association may submit the grievance to Arbitration. Such submission to arbitration must be made within sixty (60) calendar days after the expiration of the ten (10) calendar days referred to herein.

Within the aforesaid sixty (60) calendar days period, written notice of said submission must be given to the Employer by delivery in hand, or by mail to the office of the Mayor.

Nothing contained within this Article shall preclude the parties from meeting and settling said grievance.

3.03 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

3.04 Written submissions of grievances at Step 2 shall not be in less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Association filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Association representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear the notation that the grievance is unsettled, and shall be signed by the Employer's representative and the Association's representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

3.05 If at the end of twelve (12) calendar days next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented at Step 1 of the procedure set forth herein, the grievance in process under such procedure shall also be deemed to have been

waived if the action required to process the said grievance with a Step or to present it to the next Step in the procedure shall not have been taken within the time specified therefor in Section 2 here above.

3.06. Any incident which occurred or failed to occur prior to the signing of this Agreement, shall not be the subject of any grievance hereunder except for any grievance properly processed or in process under the terms of a prior agreement.

3.07 An arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning, and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or ordinance of which is in conflict with the express provisions of this Agreement or any rules or regulations of the Civil Service Commission or of any retirement board established by law.

The award of the Arbitrator shall be submitted to the Employer and the Association, and subject to law, shall be final and binding upon the Employer, the Association and the aggrieved employee.

ARTICLE 4

NON - DISCRIMINATION: The Employer shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, color, sex, age, Association membership or Association activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

ARTICLE 5

DISCIPLINARY ACTION: No employee shall be removed, dismissed, discharged, suspended, or disciplined except as provided by law.

ARTICLE 6

DISTRICT CHIEF COVERAGE - ASSIGNMENT TO DISTRICT CHIEF VACANCIES:

6.01 For an assignment of less than two (2) weeks, the most senior Captain who volunteers. If no senior Captain volunteers, use the Civil Service District Chief promotional eligibility list.

6.02 For assignments of two (2) weeks or more, use the Civil Service District Chief promotional eligibility list.

6.03 USE OF CAPTAINS FOR DISTRICT CHIEF VACANCIES:

Two Captains could be assigned to fill in on any day tours, Monday through Friday (not including Holidays) without a District Chief on duty, provided that the Captains have received sufficient training in the responsibilities of the position. Captains will be trained by District Chiefs. On weekends, evenings, and Holidays, one District Chief would always be on duty.

ARTICLE 7

HOLIDAYS:

7.01 In lieu of compensation for the Holidays listed below, members of the bargaining unit have agreed to incorporate percentage equivalent of the compensation received in the past for such holidays, i.e. ten-forty seconds (10/42) of the weekly rate of compensation, into the weekly salary specified in Article 23.

1. New Year's Day (January 1)
2. Martin Luther King, Jr. 's Birthday (third Monday in January)
3. Washington's Birthday (third Monday in February)
4. Patriot's Day (third Monday in April)
5. Memorial Day (last Monday in May)
6. July 4th
7. Labor Day (first Monday in September)
8. Columbus Day (second Monday in October)
9. Veteran's Day (November 11th)
10. Thanksgiving Day
11. Christmas Day

7.02. As to those members of the bargaining unit who work rotating shifts and who are required to work and who actually work between the hours of 0800 on the day that any holiday specified in 7.01, above, is celebrated, and 0800 of the day next following the day celebrated as a holiday, the Employer agrees to pay an amount equal five forty-seconds (5/42) for those members who work a day tour and eleven forty-seconds (11/42) of the then effective weekly compensation for those members who work a night tour.

7.03 As to the members of the bargaining unit who work rotating shifts and who are required and who actually work between the hours beginning 1800 the day before the holiday and 0800 the day of the holiday, the Employer agrees to pay eleven forty-seconds (11/42) of the then effective weekly compensation. The provisions of this paragraph will only apply to the following three (3) holidays:

- 1) Thanksgiving Day
- 2) Christmas Day
- 3) New Year's Day

No group will receive double compensation under this provision and paragraph 7.02; but individuals shall maintain their right under paragraph 7.02 compensation.

7.04 The regular weekly rate of compensation for the purposes of determining the amount due an employee under the provisions of this Article, shall be the total weekly compensation for such an employee as set forth in Article 24.

ARTICLE 8

VACATION:

8.01 Employees having more than twenty (20) years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted twenty-seven (27) working days of paid vacation annually, commencing in the calendar year which such twenty (20) years of service is attained.

Effective July 1, 2003, Increase from 27 working days to 32 working days. The parties have agreed that unit members will not be eligible for these additional working tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

8.02 Employees having more than fifteen (15) years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted twenty-four (24) working days of paid vacation annually, commencing in the calendar year which such fifteen (15) years of service is attained.

Effective July 1, 2003, Increase from 24 working days to 27 working days. The parties have agreed that unit members will not be eligible for these additional working tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

8.03 Employees having more than ten (10) years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted twenty (20) working days of paid vacation annually, commencing in the calendar year which such ten (10) years of service is attained.

Effective July 1, 2003. Increase from 20 working days to 24 working days. The parties have agreed that unit members will not be eligible for these additional working tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

8.04 Employees having five (5) or more years of service with the Employer but less than ten (10) years of such service, whether or not such service has been entirely within the Department, shall be granted fifteen (15) working days of paid vacation annually commencing in the calendar year which such five (5) years of service is attained.

8.05 Employees having less than five (5) years but one (1) or more years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted ten (10) working days of paid vacation annually commencing the calendar year in which said one (1) year of service is attained.

8.06 Employees having less than one (1) year of service with Employer on January 1 of any year shall be granted one (1) day of paid vacation for every four (4) completed weeks of actual service to the Department. Such vacation shall not exceed six (6) working days until the attainment of the first anniversary date. On the first anniversary date of employment, when the Employee is entitled to ten (10) working days of paid vacation, any vacation days previously taken in that calendar year will be deducted from such ten (10) working days, and such Employee shall then be entitled to take such remaining days of vacation to be paid therefore.

Employees requesting leave in accordance with the above provisions of this section shall be granted such leave so as to conform to the presently effective Rules and Regulations of the Fire Department applicable to vacation leave.

8.07 The vacation period shall extend from the first full week in January to and through the last full week in December and, subject to the provisions of this Article, shall be consistent with the present effective Rules and Regulations of the Fire Department pertaining to vacation leave.

8.08 For purposes of vacation and vacation tour selections, members of the unit will select vacation consistent with the selection process that prevailed prior to the execution of this Agreement. Each employee working on a non-rotating shifts as outlined in Article 20.01, paragraph B, all full weeks of vacation shall be deemed to consist of four (4) working days, regardless of the actual number of working days the employee would otherwise be scheduled to work in such week or weeks.

8.09 Any employee may elect to take up to twenty (20%) percent of his allotted vacation days as loose working days and may, with the approval of the Chief, be permitted to take more than said twenty (20%) as loose working days.

8.10 The following will govern the scheduling of loose working days of vacation for the duration of this contract:

(A) Within thirty (30) days following the posting and selection of vacations in accordance with existing practice, employees having loose vacation days may designate their respective choice by date and tour, whether day or night, as well as two (2) alternate dates and tours for such days and submit the same to the Chief.

(B) During the period of ten (10) weeks immediately preceding 8:00 a.m. on Monday on which Labor Day is celebrated and on the day tour which begins at 8:00 a.m. on Thanksgiving Day, the night tour which begins at 6:00 p.m. on December 24, and the day tour which begins on 8:00 a.m. on December 25, not less than one (1) Employee of the bargaining unit shall be entitled to take the same working tour as a loose vacation day. During all other days of the year, not less than one (1) employee of the bargaining unit shall be entitled to take the same working tour as a loose vacation day. In the event that more than one (1) Employee requests the same tour as a loose day of vacation within the restricted period or restricted tours, as set forth above, or in the event that more than one (1) employee requests the same working tour as a loose vacation day in all other periods of the year, within the next thirty (30) days after the closing date for selection of loose working days, the Chief shall determine, by seniority with the Department, and without regard to rank within the Department, who shall be entitled to the days of their choice and notify those not so entitled to pick up an available alternate date or dates and follow the same procedure until all employees have been granted such loose working days of vacation.

8.11 (A) Together with the final pay due an employee on his retirement or voluntary separation or resignation, or due his estate on his death while an employee, the Employer shall pay to the employee or his estate an amount equal to the then effective weekly rate of the Employee for the number of vacation days to which such Employee is then entitled under the provisions hereof after subtracting the number of vacation days actually taken by the Employee in the calendar year in which such retirement, voluntary separation, resignation or death occurs.

For the purposes of this Section only, the amount due any Employee shall be determined by applying the following formula:

Number of Credited but Unused Vacation days	X	Then Effective Weekly Rate	=	Amount Due
4				

(B) Any Employee of the bargaining unit who is unable to take the vacation or any part thereof to which he is entitled under the provisions hereof in the calendar year to which his entitlement applies because of illness or injury not incurred in the line of duty shall, at his election, be entitled to take such vacation or such remaining part thereof as he was precluded from taking because of such illness or injury in the next succeeding calendar year at such times as may be designated by the Chief of the Department or, alternatively, by giving notice to the Chief prior to June 1 of such succeeding calendar year, to be paid therefore, any such payment to be made together with the final payroll of June of such succeeding calendar year. If payment is

elected by the Employee, payment shall be predicated upon one-half of the daily rate in accordance with the following formula:

$$\begin{array}{rcl} \text{Number of} & & \text{One-Half of the} \\ \text{Credited but} & & \text{Effective Weekly} \\ \text{Unused Vaca-} & \times & \text{Rate of Compensation} \\ \text{tion Days} & & \text{at the time the} \\ 4 & & \text{Election is made} \end{array} = \begin{array}{l} \text{Amount Due} \\ \text{in Lieu of} \\ \text{Unused} \\ \text{Vacation} \end{array}$$

(C) Any Employee of the bargaining unit who is unable to take the vacation or any part thereof to which he is entitled under the provisions hereof in the calendar year to which his entitlement applies because of illness or injury incurred in the line of duty within the meaning and interpretation of Chapter 41, Section 111F of the General Laws, shall, at his election, be entitled to take such vacation or such remaining part thereof as he was precluded from taking because of such illness or injury in the next succeeding calendar year at such times as may be designated by the Chief of the Department or, alternatively, by giving notice to the Chief prior to June 1 of such succeeding calendar year, to be paid therefor, any such payment to be made together with the final payroll of June of such succeeding calendar year. If payment is elected by the Employee, payment shall be predicated upon the full daily rate in accordance with the following formula:

$$\begin{array}{rcl} \text{Number of} & & \text{Full Effective} \\ \text{Credited but} & & \text{Weekly Rate of} \\ \text{Unused Vaca-} & \times & \text{Compensation at} \\ \text{tion days} & & \text{the Time the} \\ 4 & & \text{Election is Made} \end{array} = \begin{array}{l} \text{Amount Due in} \\ \text{Lieu of Unused} \\ \text{Vacation} \end{array}$$

ARTICLE 9

SICK LEAVE:

9.01 The City and the Union, being desirous of establishing an orderly process for the accumulation of sick leave credits and charges, hereby agree that each employee of the bargaining unit shall have credited to his individual sick leave account on December 31, 1979 the following:

One hundred and fifty (150) hours of sick leave for each full calendar year of service with the Department between January 1, 1960 and December 31, 1979 minus the total number of hours which each such Employee may have used as sick leave during said period. It is understood and agreed that, in accordance with the above formula, the maximum amount to which any Employee of the bargaining unit shall be entitled, regardless of the number of years of his service with the Department, shall be 3,000 hours. It is further understood and agreed that each Employee, regardless of prior use of sick leave, shall have credited to his account a minimum of 30 hours for each full year of service with the Department between January 1, 1960 and December 31, 1979. Individual personal records kept by the Department shall be the sole source for determining the

number of hours which any Employee may have been charged for sick leave in the 20 year measuring period and no grievance shall be processed the substance of which is intended to change such records as they exist on the date of signing this agreement.

9.02 Effective as of January 1, 1980 each Employee shall be credited with an additional one hundred and fifty (150) hours of sick leave which shall be added to that determined and established under Section 9.01 above. An additional one hundred and fifty (150) hours of sick leave shall be so credited to the account of each Employee on each succeeding January 1 that the Employee is in a pay status provided, however, if an Employee is suspended for a period in excess of 15 consecutive tours, the duration of the suspension or unpaid leave, measured in calendar days, shall be the numerator of a fraction, the denominator of which shall be 360 and said fraction shall be multiplied by 150 in order to determine and establish the number of sick leave hours to be deducted from those to be credited to such Employee as of January 1 of the calendar year next succeeding the year in which such suspension or leave of absence commenced.

Effective January 1, 2001, increase the 150 hours specified in 9.02, to 180 hours.

9.03 Any Employee who, on or subsequent to January 1, 1980, is absent from a scheduled tour of duty as a result of illness or injury not incurred in the line of duty shall have charged against his sick leave account the exact number of full hours of scheduled duty which he has missed as a result of such illness or injury.

9.04 On and after January 1, 1980, any Employee who is absent for a part of a scheduled tour of duty due to illness or injury not incurred in the line of duty shall be charged for the number of full hours remaining in the tour of duty in which the absence occurred.

9.05 Upon written request the Union agrees to offer reasonable cooperation with the City in determining whether or not any claimed illness or injury of any Employee is of a bona fide nature.

9.06 The Board of Fire Commissioners, upon recommendation of the Chief, may in its sole discretion, advance sick leave credits on behalf of any one or more Employees in order to avoid deprivation of compensation to an Employee while he is on sick leave.

9.07 Sick Leave shall be cumulative without limit.

9.08 Written notice of the status of the sick leave account of each Employee shall be provided to each Employee annually or more frequently in its discretion. The City may satisfy the requirements of this Section by providing the Employee with such status as a part of its data processing system and including said information on his payroll.

9.09 Effective on and after January 1, 1984 all Employees who have actually worked for the Department for at least twelve (12) months and who have the minimum number of accumulated sick leave hours (750) shall be eligible to participate in a productivity and attendance incentive program subject to the following terms and conditions contained in formula.

There shall be established eligibility brackets for use in determining the yearly earned monetary compensation of participants of productivity and attendance incentive program. The eligibility brackets contained in the formula for the determination of the yearly earned monetary compensation are bracket A, bracket B, bracket C, and bracket D. Bracket A shall have a threshold of seven hundred fifty hours and a ceiling of one thousand four hundred ninety-nine hours. Bracket B shall have a threshold of one thousand five hundred hours and a ceiling of two thousand two hundred forty-nine hours. Bracket C shall have a threshold of two thousand two hundred fifty hours and a ceiling of two thousand nine hundred ninety-nine hours. Bracket D shall have a threshold of three thousand hours and no ceiling.

On December 31, 1984 and every December 31 thereafter, a determination will be made as to whether or not an employee is entitled to participation in the productivity and attendance incentive program and if so, what bracket the individual is to be so categorized. Such yearly earned monetary compensation shall be vested with the employee on the immediately following January 1 and shall be paid to the employee in accordance with Article 9.10.

For the yearly earned monetary compensation determined as of December 31, 1990, vested on January 1, 1991, paid in accordance with Article 9.10, the monetary amount shall be for Bracket A, two hundred fifty-eight dollars, for Bracket B three hundred seventy-three dollars, for Bracket C, four hundred eighty-eight dollars, and for Bracket D six hundred and thirty-one dollars. The yearly earned monetary compensation for subsequent years shall be at least that amount that is determined as of December 31, 1990 and vested on January 1, 1991.

Effective July 1, 2001 the new rates for attendance incentive program will be

Bracket A - \$285.00
 Bracket B - \$415.00
 Bracket C - \$540.00
 Bracket D - \$700.00

9.10 The Annual Monetary Incentive appearing set forth in Paragraph 9.09 shall be payable and paid together with the first payroll in August of each year or with the final payroll in the event of death or retirement.

9.11 In the event of retirement or death, qualified employees, or the spouse, beneficiary or personal representative of any deceased qualified Employee, shall receive with the final payroll pro-rata portion of the yearly earned monetary compensation contained in Article 9.09 under the following computational formula:

If an individual is entitled to participate in the yearly earned monetary compensation contained in Article 9.09 and is subject to the provisions of this Article 9.11 then, the pro-rata portion of Article 9.09 shall be determined by the amount of the yearly earned monetary compensation contained in whatever bracket an individual is determined to be in at the date of

retirement or death multiplied by a fraction, the numerator of which shall be the number of calendar days from January 1 to the date of retirement or death and the denominator of which shall be 365.

9.12 An Employee upon retirement, or his spouse, beneficiary or personal representative upon his death, shall be compensated for accumulated but unused sick leave hours with the final payroll under the following formula:

- A. The total number of accumulated unused sick leave hours shall be divided into days at the rate of twelve (12) hours per day.
- B. Each day for which compensation shall be paid shall be at a rate of Fifteen Dollars (\$15.00) per day.

Effective January 1, 2001, An Employee upon retirement, or his spouse, beneficiary or personal representative upon his death, shall be compensated for accumulated but unused sick leave hours with the final payroll under the following formula:

- A. The total number of accumulated unused sick leave hours shall be divided into days at the rate of eight (8) hours per day.
- B. Each day for which compensation shall be paid shall be at a rate of fifteen percent (15%) of a day's pay. The daily rate is the weekly rate divided by four. The weekly rate is defined as the weekly base pay specified in the wage schedule plus any shift differential for equity adjustment.

Example: Average hours - 2,930 (accumulation)
 Divided by 8 hours = 366 days
 Take 15% of the daily rate of \$200 which equals \$30 per day.
 Multiple - 366 x \$30 = \$10,980.00

9.13 Notwithstanding other provisions of this Article 10, persons who received uncompensated leave of absence in excess of fifteen (15) consecutive tours or who were suspended for any period in excess of fifteen (15) tours during the year preceding the payment year shall not be eligible for any compensation, otherwise payable, under the provisions of Paragraph 9.09 hereof.

9.14 Compensation payable under any provisions of this Article 9 shall be included in an Employee's compensation only for the purposes of computing pension and other retirement benefits due an Employee but shall not be considered in the computation of any other monetary benefits provided for herein, including, but not without limitation, holiday compensation, overtime compensation and vacation compensation.

ARTICLE 10

BEREAVEMENT LEAVE :

10.01 The Employees covered by this Agreement shall be granted bereavement leave under the following conditions:

- A. He shall submit proof of relationship and death satisfactory to the Chief, whereupon he shall be granted bereavement leave with full pay not to exceed four (4) tours, if on a regular rotation under 20.01 A and five (5) days if on a regular work week under 20.01 B, such leave not to extend more than one (1) tour beyond the date of the funeral of the deceased relative.
- B. For the purpose of the section, leave with pay shall be granted on the death of a wife, mother, father, son, daughter, brother, sister, grandfather or grandmother or grandchild of either the Employee or his spouse; or any relative of the Employee or his spouse who was actually living in the immediate household of the employee at the time of death or at the commencement of the final illness or accident.
- C. Additional bereavement leave of a like amount shall be granted on the death of a person who has been acting in the capacity of a parent to the Employee. Proof of such to be submitted in writing to the Chief of the Department.
- D. Bereavement leave is to be separate from, and shall not be charged to sick leave or vacation leave.
- E. In the event of the death of a brother-in-law, sister-in-law, son-in-law, or daughter-in-law of any member of the bargaining unit, the day of the funeral will be afforded to the employee as a bereavement day with pay.

ARTICLE 11

INSURANCE:

11.01 Effective July 1, 1985, the Employer agrees not to pay less than Sixty percent (60%) of the premium in effect from time to time of the Springfield Municipal Employee's Plan of Accident and Health Insurance or of any successor accident and health plan.

11.02 If the City Council does not fund the immediately preceding paragraph (11.01) the parties agree to reopen negotiations upon notice by the City or Union.

ARTICLE 12

UNIFORM ALLOWANCE ETC:

12.01 There shall be appropriated by the City of Springfield in its budget for the Fire Department, monies which shall be used for the replacement of the following items for covered by this Agreement:

1. Night Hitch Boots.
2. Uniform Blouse
3. Uniform Trousers/ Winter & Summer Weight
4. Turn Out gear (coat & trousers)
5. Summer Short Sleeve Shirt, with insignia
6. Winter Long Sleeve Shirt, with insignia
7. Uniform cap.
8. Fire helmet.
9. Jacket/ similar to Bauer Manufacturing Inc. #255, with gold buttons, colored Police Blue.
10. One sweat-shirt.

This Article shall be administered in accordance with the preexisting policy of replacement in effect prior to the execution of this Agreement.

ARTICLE 13

RIGHT TO STRIKE - ASSOCIATION ACTIVITIES :

13.01 All lawful Association activities are protected hereunder. Notwithstanding any provision herein contained, nothing shall be construed to abridge the right of any authorized representative of the Association to communicate with the citizens of the community on issues which effect the welfare of the Association members but not including official fire or public security matters.

13.01 Both the Association and the Employer recognize and acknowledge that it is unlawful for any employee to engage in, induce, or encourage any strike, work-stoppage, slow-down, or withholding of services, and it agreed that neither the Association nor any employee covered by the terms of this Agreement shall engage in any such act or activities.

13.03 The Association agrees that neither it or any of its/ officers or agents will directly or indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work-stoppage, slow-down, or withholding of services.

13.04 In consideration of the performance by the Association of its obligations herein, there shall be no liability on the part of the Association or its Officers or Agents for any damages resulting from the unauthorized breach of the agreements containing in this Article by individual members of the Association.

ARTICLE 14

MANAGEMENT RIGHTS :

14.01 This Agreement has not been designed to violate any federal, state, county, or municipal laws, nor shall anything in this Agreement be interpreted as diminishing the rights of the Employer to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except as may otherwise be provided in this Agreement.

14.02 Unit member duties include the following:

- Supervising in-service training
- Monitoring employee absenteeism
- Assist in developing department policies and procedures
- Ensuring that all rules and regulations, policies and procedures, department notices, etc. are followed
- Assisting employees in accessing City benefit plans
- Providing coaching and counseling to employees
- Initiating and applying discipline when warranted
- When requested by Chief or his designee, the unit member will attend grievance hearings while on duty
- Conducting employee performance appraisals
- Attending Board of Chiefs' meetings, staff meetings, committee meetings and special meetings
- Other managerial duties that are related to the good order and efficiency of the SFD, subject to Massachusetts General Law Chapter 150E.

Progressive discipline is defined as including, counseling oral warnings, written warnings, written reprimands, etc. Suspensions and discharges will be done by the Chief/Deputy Chief or Fire Commission

14.03 Assignments: The City affirms the historical right of the Department to transfer and assign members of the bargaining unit as provided in the Department's Rules and Regulations.

- A. Whenever possible, a reasonable notice will be given (not less than 14 calendars Days) to unit members prior to their transfer, except in emergencies.
- B. Transfers will not be effective during the week upon which a holiday falls, except for emergencies.

- C. Should more than one transfer in a calendar year occur, the Chief will be available to meet with any unit member for the purpose of discussing the impact of the transfer.
- D District Chiefs are subject to whatever Department transfer/assignment policy may be in effect.

ARTICLE 15

SAVINGS CLAUSE:

15.01 All jobs benefits not covered by the contract and heretofore enjoyed by the employees, will continue under the conditions upon which they have previously been granted. This Agreement shall not be construed to deprive employees of any benefits or protections granted by the laws of the Commonwealth of Massachusetts.

ARTICLE 16

PERSONAL LIABILITY OF EMPLOYEES :

16.01 To the extent permitted by law, the Employer agrees to hold any and all employees harmless from any and all suits, demands, loss, cost and expense, including reasonable attorney fees, on account of or in connection with any injury, loss or damage to any person or property arising out of within the scope of their employment unless it shall be established that willful and wanton conduct is associated with the act giving rise to such injury, loss or damage.

ARTICLE 17

INDEMNIFICATION :

17.01 Indemnification provisions as provided by the Massachusetts General Laws shall be continued.

ARTICLE 18

PROTECTION OF WORK OPPORTUNITIES :

18.01. The employer agrees not to employ any person or persons to perform any of the duties of employees covered by this Agreement as presently performed so long as performed by said Employees except in accordance with the provisions of Massachusetts General Laws, Chapter 31.

ARTICLE 19**EFFECT OF COURT DECREE:**

19.01 Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service rule by a final decree or a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The parties shall promptly meet on request of either party to negotiate a proper provision to replace any provision which have been found to be in violation of law.

ARTICLE 20**HOURS OF EMPLOYMENT :**

20.01: (A) The present forty-two (42) hour work week, by schedule and number of hours of work per tour and per week, for employees assigned to fire fighting duty shall remain in effect for the duration of this Agreement. Effective, January 1, 1986 the following work schedule shall become effective:

WORK SCHEDULE

<u>Week</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>HOURS</u>
1	D	D	N	N	O	O	O	48
2	O	D	D	N	N	O	O	48
3	O	O	D	D	N	N	O	48
4	O	O	O	D	D	N	N	48
5	O	O	O	O	D	D	N	34
6	N	O	O	O	O	D	D	34
7	N	N	O	O	O	O	D	38
8	D	N	N	O	O	O	O	38

D = Day Tour
8:00 a.m. - 6:00 p.m.,

N = Night Tour
6:00 p.m. - 8:00 a.m.
(of next succeeding day)

O = Off Duty

B. The regular work week for the District Chief assigned to training, Superintendent of Fire Alarm, the Fire Prevention Supervisor and the Fire Repair Supervisor shall be thirty-seven and one-half (37 ½) hours per week, and shall remain so for the duration of the Agreement.

C. Effective January 1, 1999, notwithstanding the above language in this article the parties have agreed to adopt the "Westfield Fire Department Model, which exempts district chief officers from overtime for an increase in base salary. The parties agree to increase the base salary of nine (9) district chiefs by \$8,000 with the requirement that they cover eleven (11) of their vacation tours, without additional compensation, within the calendar year, split day and night, as well as attend the below described "Off-Duty Meetings."

Should the Chief or his designee determine that a District Chief is necessary to cover a day tour or night tour where no District Chief is scheduled, and the above eleven (11) tour requirement has been fulfilled, that District Chief will receive compensatory time; for every (4) hour increment the member would receive compensating time of six (6) hours or six hours (6) straight time pay at the option of the member. The coverage will be rotated equitably among all District Chiefs willing to serve.

Off Duty Meetings- For the purposes of attending Board of Chief Meetings, City Council, arbitrations, disciplinary hearings, court, staff or committee meetings, a total of six (6) meetings per calendar year not to exceed four (4) hours in duration without additional compensation. Should the meetings exceed four (4) hours, any time in excess of four (4) hours would count as a second meeting. Should more than six (6) meeting be necessary, members shall attend said meetings under the following agreement:

Effective July 1, 2001, Increase the total meetings from six (6) to twelve (12) meetings. Six (6) of the twelve (12) meetings will be dedicated to the Board of Chief meetings, to be held at the discretion of the Chief. Off-duty members will be compensated at time and one-half the hourly rate for any meeting attended beyond six (6). Any meetings beyond six (6) attended shall not be mandatory unless required by contract or Departmental Rules and Regulations, ie. disciplinary hearings, court appearances, arbitrations, etc.

For each four (4) hour meeting, a third (1/3) of a tour would be deducted from the eleven (11) tour obligation. If the eleven tour obligation has been met, then for every four (4) hour increment the member would receive compensating time of six (6) hours or six (6) hours straight time pay at the option of the member.

Effective January 1, 1999, the parties have agreed to increase the base salary of the Fire Alarm Supervisor and the Fire Repair Supervisor by \$3,000 with the requirement that they cover five (5) four hour call-backs (overtime tours) without compensation. Beginning with the sixth (6th) four hour call-back, these two supervisory positions would receive compensatory time for every (4) hour increment the member would receive compensating time of six (6) hours or hours (6) straight time pay at the option of the member). The Fire Alarm Supervisor and the Fire Repair

Supervisor will be required to assumed the same managerial responsibilities as the District Chiefs identified in Article 14.02.

Effective July 1, 2002, for the Fire Alarm Supervisor and the Fire Repair Supervisor, add one thousand (\$1,000) dollars into wage schedule for increasing the required non-compensated call back tours from five (5) to eight (8). Beginning the ninth (9) call back tour, these two supervisory positions would receive compensatory time or pay.

The increase of \$8000 for District Chiefs and \$3000 for Fire Alarm Supervisor and Fire Repair Supervisor is effective January 1, 1999 as set forth above.

Base salary adjustments are includable for the purposes of retirement.

The Scheduling of eleven (11) call-back tours for the District Chiefs must be equitably distributed to the unit members throughout the course of the calendar year. Two District Chiefs would not generally be scheduled for vacation or education seminars on the same tour except for extenuating circumstances. In the event that a pattern were to occur of having two District Chiefs off at the time, or problems were to arise due to inequitable distribution of call-backs, a Labor Management Meeting would be held to address these issues.

EMERGENCY LEAVE :

20.02 On each tour, the Fire Chief, or his designee, in his sole discretion, may grant emergency leave without loss of compensation to any subordinate Employee who requests such leave for urgent reason. For purposes of this Agreement and to the extent possible to ascertain, an emergency shall be defined as an unforeseeable combination of circumstances which calls for immediate action. In no event may such leave exceed the duration of the tour in which such emergency arises.

ARTICLE 21

REORGANIZATION:

21.01 It is agreed between the parties that in the event of a reorganization, re-alignment of duties or material change in the ranks of the classifications covered hereunder that the parties will mutually discuss such re-organization, re-alignment or material changes before their implementation.

The discussion will involve the impact of such changes on wages, hours of work and other conditions of employment. The parties will not be precluded from re-opening clauses pertaining to conditions of employment impacted by such re-organization, re-alignment of duties or material changes in conditions of employment.

In Accordance with the Memorandum of Understanding dated November 27, 1998, the parties have agreed to reorganize:

Fire Prevention Supervisor - increase the base salary adjustment of \$8000 effective retroactive to January 1, 1999. Fill with District Chief. Fill within Civil Service. This Ninth District Chief will be assigned to Prevention, subject to the following conditions (this position was filled May 4, 1998):

- 1) The Chief would consider volunteers first. Position to be granted to the most senior volunteer. assigned to this position.
- 2) If no District Chief Volunteers then the least senior District Chief would be assigned to this position
- 3) If a more senior District Chief requests the Prevention position, they can bump a District Chief with less seniority provided they have acquired sufficient training at the National or Massachusetts Fire Academy.

Re-Organization - (1) Deputy Chief of Operations and (1) Chief of Administration (i.e. Non-Bargaining). Both positions out of bargaining unit. Both positions will be filled from within the Springfield Fire Department. It is expected that at least the District Chiefs and the Fire Captains will be eligible. The type of examination has not been decided but it will be in accordance with civil service.

ARTICLE 22

RESIDENCY REQUIREMENTS :

22.01 It is acknowledged and accepted as a term and condition of employment that all members of the bargaining unit shall comply with the Residency Requirements as set forth in the Revised Ordinances of the City of Springfield, 2-17 et seq. as amended, which Ordinance is hereby incorporated by reference and made part of the this Agreement as if set forth in its entirety. Pursuant to the provisions of Massachusetts General Laws, Chapter 41, Section 99A, a unit member appointed to the Department prior to August 1, 1978, may not be discriminated against due to residency in the matter of promotion or other condition of employment.

22.02 The parties agreed to refer to a Joint Labor-Management Committee for review and discussion.

ARTICLE 23

AGENCY SERVICE FEE :

23.01 In accordance with Chapter 1078 of the Acts of 1973 (Massachusetts General Laws) Chapter 150E, Section 12, and rules and regulations promulgated by the Labor Relations Commission, it shall be a condition of employment that all employees in the bargaining unit who

are not members of the Association and who have been employed for thirty (30) days or more, shall pay to the Association an Agency Service Fee. Such fee shall be paid weekly.

The Association agrees to refund to the City any amount paid to it in error on account of the check-off and agency fee provision upon presentation of proper evidence thereof.

The Association certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

ARTICLE 24

SALARIES : (See Attached Schedule "07")

- 24.01 (A) Effective 0800 July 1, 2000 increase wage schedule one point seven (1.7%) percent
 (B) Effective 0800 January 1, 2001 increase wage schedule two (2%) percent
 (C) Effective 0800 July 1, 2001 increase wage schedule one point five (1.5%) percent
 (D) Effective 0800 January 1, 2002 increase wage schedule three (3%) percent
 (E) Effective 0800 July 1, 2002 increase wage schedule one point six (1.6%) percent
 (F) Effective 0800 January 1, 2003 increase wage schedule two (2%) percent
 (G) Effective 0800 June 30, 2003 increase wage schedule three (3%) percent

This wage increase (6/30/03) is intended by the parties to be the entire wage increase (as provided in the wage schedule) for fiscal year 2004 and but for provisions of GLC 150e Section 7, which limits collective bargaining agreements to a term of not more than three years, the collective bargaining agreement would have so provided.

- (H) Adjustment On June 30, 2001, All District chiefs will have their annual salary adjusted by seven hundred and twenty (\$720.00) dollars. This adjustment is to compensate all district chiefs' equitably for the fact that they are in charge of the Fire Department based on their rotation for periods of time when a captain is serving as a district chief as well as during weekends and even hours.

24.02 (A) A weekly Rotating Shift Differential of five point seven (5.7%) percent per week shall be paid to all District Chiefs, Fire Alarm Superintendents, and Fire Repair Supervisors who are required, as a part of their work cycle, to work Day Tours and Night Tours. The said rotating shift differential shall be the forementioned percentage (5.7%) of the last step of the members weekly base salary as specified in Schedule "07", for that respective year.

(B) A District Chief, Fire Alarm Superintendent, Fire Prevention Supervisor and Fire Repair Supervisor who are assigned, temporarily or permanently to a position with the Department wherein the work week for such employee is not comprised of rotating tours, shall be

entitled to an equity adjustment of five point seven (5.7%) percent per week. The said equity differential shall be the forementioned percentage (5.7%) of the last step of the members weekly base salary as specified in Schedule "07", for that respective year.

24.03 The Superintendent of Fire Alarm shall receive additional compensation in the amount of Six Dollars (\$6.00) per day for each twenty-four (24) hour day that they may be required to be on standby in order to respond to emergencies requiring his specialized services. In consideration of such payment he agrees that while on compensated standby, he will not leave the City of Springfield and shall always inform the Department of a telephone number at which he may be reached directly. In any week in which the Superintendent of Fire Alarm is receiving standby compensation as above set forth, actually performs scheduled non-emergency overtime work not in excess of eight hours in such week, there shall be deducted from the amount of standby compensation earned by him as overtime compensation for his actual performance of scheduled, non-emergency overtime, and if the amount of compensation earned by the Superintendent of Fire Alarm by virtue of his having worked, scheduled, non-emergency overtime during such week is in excess of that which he would otherwise be entitled to by the provisions hereof, he shall be entitled only to the overtime compensation and not the standby compensation for such week. If he, in any week that he is scheduled to serve on standby as provided above, is called back or required to work overtime not scheduled, or under emergency conditions, he shall be entitled to receive overtime compensation in accordance with the provisions of Article 20.01(C) hereof in addition to his standby compensation unless in such week, he also actually works, scheduled, non-emergency overtime.

24.04 On-Call Compensation- Hazardous Materials Response

Effective July 1, 1998 delete FLSA provision within Article 6.02. Equivalent weekly compensation presently paid to members of the bargaining unit will be incorporated into the weekly wage schedule (\$19.67). Also an additional two (2%) percent will be added to the weekly wage schedule for On-Call and Hazardous Materials Response services rendered.

(A) Hazardous Materials Response

The City of Springfield and the Springfield Fire Chiefs Association in order to promote the health and safety of the citizens of Springfield recognize the following:

- 1) Federal Law 29 CFR Part 1910.120
- 2) The Code of Massachusetts Regulations 527.CMR 1.03
- 3) The City of Springfield Hazardous Materials Response Plan
- 4) The City of Springfield Comprehensive Emergency Operations-Incident Command Plan

and for providing services pertaining to the above cited statutes: and for incorporating into the duties of the bargaining unit the use of semi-automatic defibrillator as defined by Massachusetts General Laws Chapter 111 Section 201, have effective July 1, 1998 built into the wage schedule compensation to all members of the bargaining unit.

(B) On Call - Provide off duty response when required to cover multiple alarm fires, hazardous materials incidents, simultaneous incidents, multiple casualty incidents, structural collapse or any incident of a nature that requires additional coverage by the district chiefs. One (1) District Chief will be required to be available off-duty via pager within effective range of radio paging system for each tour. The nine district chiefs will rotate this assignment on a fair and equitable basis.

24.05 On Scene Incident Commander and Command and Control of Fire Department Operations at Multi Alarm Incidents

(A) Effective January 1, 2003. District Chiefs who meet the eligibility requirements will receive two percent (2%) of gross weekly pay for On Scene Incident Commander and Command and Control of Fire Department Operations at Multi Alarm Incidents. The two (2%) percent will be incorporated into weekly base pay wage schedule. To be eligible for the above specified two percent, the unit member will meet the following requirements:

(B) On Scene Incident Commander:

In addition to being trained to 29 CFR 1910.120, Section 5 all On Scene Incident Commanders will be required to successfully complete the following National Fire Academy courses either in Emmitsburg, Maryland, Stowe, Massachusetts, or Windsor Locks Connecticut:

- Chemistry of Hazardous Materials or Command & Control of Fire Department Operations at Multi Alarm Incidents
- Hazardous Materials Operating Site Practices
- Hazardous Materials Incident Management

All on Scene Incident Commanders will be required to maintain competencies as required by CFR 1910.120 paragraph (q) 8 Refresher Training.

All on Scene Incident Commanders will be required to attend a minimum of six (6) on-duty special drills per year.

(C) Unit members will be reimbursed by the Springfield Fire Department for reasonable meal expenses while attending programs at the National Fire Academy courses, and by the National Fire Academy for transportation costs to and from the Academy in Emmitsburg, Maryland. For the courses at Windsor Locks and Stowe, the Springfield Fire Department will provide a vehicle if possible and available. If none are available the Department will reimburse the unit member at the then applicable City rate for mileage.

ARTICLE 25

FUNERAL EXPENSE AND RETIREE MEDICAL EXPENSES:

25.01 The Mayor will, not later than thirty (30) days following the execution of this Agreement, sponsor before the City Council of the City the acceptance of Chapter 41, Section 100G of the General Laws. At such time as the City Council affirmatively votes to accept such statute the employer shall be responsible, to the estate of a deceased employee or to the fiduciary of such estate or to the nearest next of kin of such employee if no such fiduciary is named and properly appointed by a Court of competent jurisdiction, for the payment of such expenses associated with the funeral and burial of such employee, not to exceed, however, the sum of Two Thousand Dollars (\$2,000.00) for any one death, if such employee is killed in the line of duty.

25.02 Any claim under the provisions of Paragraph 25.01 must be submitted to the City not later than one year from the date of death of such employee and must be supported by invoices showing the amount of any such expenses so claimed and reason therefor.

25.03 The Employer agrees, upon written application by any Employee who retires during the term hereof, or any former Employee who has heretofore retired or, in the event of death of any such Employee or such former Employee, Upon written application by his widow, or if he leaves no widow, by his next of kin, to indemnify such Employee, or in the event of his death, his widow, or if he leaves no widow, the next of kin, out of any funds duly appropriated for the purpose of this Article or out of the Employer's contingency fund for all reasonable hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses and reasonable charges for podiatry incurred with the Commonwealth of Massachusetts by such employee after his retirement under the provisions of General Laws, Chapter 41, Section 100B.

ARTICLE 26

PROMOTIONAL VACANCIES :

26.01 The Employer will make reasonable effort to fill all promotional vacancies in the Fire Chiefs' rank within thirty (30) calendar days of the date of the position becomes vacant unless the Employer decides not to fill the position because of lack of funding caused by the action of the legislative body of the City of Springfield. If the agency of the Commonwealth having jurisdiction over the list of who maybe is eligible for such vacancy fails to furnish such list with said period, the Employer will make reasonable effort to fill such vacancies within fourteen (14) calendar days after such list becomes available and to make provisional or other interim promotional appointments during said interim period beyond said initial thirty (30) days. The Board shall endeavor to anticipate all promotional vacancies and shall make every effort to have eligibility lists available for all positions in the bargaining unit and call for promotional examinations at the earliest possible time. Seniority need not be observed in the filling of the provisional or other

interim promotional vacancies. The filling, on a permanent basis, of any promotional vacancy shall be in accordance with then effective Civil Service Rules and Regulations pertaining thereto.

26.02. The provisions of this ARTICLE shall be subject to the provisions of ARTICLE 14 (Management Rights) and ARTICLE 14 shall not be diminished by anything therein contained.

ARTICLE 27

EDUCATIONAL INCENTIVE COMPENSATION :

27.01 In recognition of the fact that Employees are engaged in the most hazardous occupational category in the nation, and that training in and courses related to the science of fire fighting and emergency care are in the best interests of the Employer in that such training and education improve the quality and performance and efficiency of service, and contribute to reduction of the risk of injury, the Employer shall, on and after July 1, 1978, provide the following schedule of additional benefits to each bargaining unit Employee who qualifies therefor :

The successful completion, and whether or not such completion has occurred prior to the employee becoming a member of the bargaining unit, of any one or more of the following identified courses offered by Springfield Technical Community College or equivalent offerings of any other institution offering a recognized credit course in Fire Protection and Safety Technology, recognized credit achieved via a challenge examination, or such other evidence as the Department, in its sole discretion, may choose to recognize, shall entitle any employee who has completed or who subsequently does complete such Department requirements to compensation of Forty-five Dollars (\$45.00) per year per three credits of course value; provided, however, that no employee shall be entitled, in the aggregate, to more than Seven Hundred dollars (\$700.00) per year of compensation under this Article unless and until such employee has been awarded an Associates Degree in Fire Protection and Safety Technology or a higher degree than an Associates Degree in said subject, at which time said Employee, subject to other provisions of this Article, shall be entitled to a maximum of Nine Hundred Dollars (\$900.00) per year payable as provided herein with the following number of credits in:

- | | |
|---------------------------------------|-----|
| 1. ADVANCED PROTECTION SYSTEMS | (3) |
| 2. ARSON 2 | (3) |
| 3. BUILDING CONSTRUCTION | (3) |
| 4. CHEMISTRY | (3) |
| 5. FIRE CAUSES & DETECTION ARSON | (3) |
| 6. FIRE CODES AND ORDINANCES | (3) |
| 7. FIRE FIGHTING TACTICS AND STRATEGY | (3) |
| 8. FIRE HYDRAULICS & EQUIPMENT | (3) |
| 9. FIRE PROTECTION SYSTEMS | (3) |
| 10. FUNDAMENTALS OF FIRE PROTECTION | (3) |

- 11. HAZARDOUS MATERIALS (3)
- 12. INTRODUCTION TO FIRE PROTECTION (3)
- 13. LEGAL ASPECTS OF FIRE PROTECTION (3)
- 14. ORGANIZATION AND MANAGEMENT (3)
- 15. PHYSICS (3)
- 16. SPECIAL OCCUPANCY FIRE SYSTEMS (3)
- 17. EMERGENCY MEDICAL TRAINING (6)

27.02 Determination of eligibility for advancement on the schedule set forth above shall be certified to, by Springfield Technical Community College or any other educational facility offering a course in Fire Science or by the Department as of September 1, of each year.

27.03 Payment of compensation provided for in this ARTICLE shall be made together with the first payroll in December and be predicated upon the number of certified credits attained as of the prior September 1. In the event of retirement, resignation, or other voluntary separation, or death, qualified Employees, or the estates of deceased employees, shall receive with the final payroll the full amount of such entitlement plus a fraction thereof equal to the number of days from September 1 to the effective date of retirement, resignation or voluntary separation of death divided by 365 if such effective date is after September 1 and prior to said first payroll of December. If such effective date is subsequent to said first payroll of December and prior to September 1 of the next succeeding year, said amount shall be determined by multiplying the amount paid to such Employee, or the estates of the deceased Employees, in said first payroll of December under the provisions of this Article by a fraction, the numerator of which shall be the number of days between September 1 and said effective date of retirement, resignation or other voluntary separation of death and denominator of which shall be 365.

27.04 The preceding compensation in paragraph 26.03 shall be included in an employee's compensation only for the purpose of computing pension and other retirement benefits due an employee but shall not be considered in the computation of any other monetary benefits provided for herein, including without limitation holiday compensation, overtime compensation and vacation compensation.

27.05 Unit members desiring to attend training sessions, seminars, etc. will submit a request to the Chief of the Department who in his sole absolute discretion may approve or disapprove attendance at such training sessions, seminars, conferences, etc.

27.06 Unit members will be given time off to take promotional exams.

27.07 Effective July 1, 2002 an employee covered by this Agreement may choose to receive, in lieu of the benefit contained in Article 26 (No duplication of benefits), the following Educational Incentive:

ARTICLE 28**LONGEVITY:**

28.01 Effective July 1, 1988 a unit member who has completed five (5) years of continuous service with the City of Springfield will be entitled to a one (1%) percent weekly adjustment of his/her weekly rate of pay.

28.02 Effective July 1, 1988 a unit member who has completed ten (10) years of continuous service with the City of Springfield will be entitled to a two (2%) percent weekly adjustment of his/her weekly rate of pay.

28.03 Under no circumstances is the payment of the weekly adjustment to exceed two (2%) percent.

28.04 Hereinafter the anniversary date of the unit member will be used to determine which of the above clauses are applicable to any unit member.

ARTICLE 29**LABOR MANAGEMENT MEETINGS**

29.01 During the life of the contract the parties are willing to discuss any and/or all of the listed items:

- A. Training Guide Testing - Professional Development
- B. Wellness Fitness (Statute)
- C. Early Intervention Program (Statute)
- D. Zero Tolerance for Domestic Violence.
- E. Indemnification Proposal
- F. Drug and Alcohol Policy

ARTICLE 30**MISCELLANEOUS:****30.01 Use of Facilities for Union Business Meetings**

- A. Two District Chiefs on duty may attend union business meetings. If duty requires they will leave the meeting.
- B. Room currently known as the Fire Commission room, currently located at 605 Worthington Street will be allowed for use by the FCA for union activities.

- (A) For a Fire Science Certificate, which consists of twenty-seven (27) credits (See attachment – Appendix -B), an amount equal to two point five percent (2.5%) of base annual salary.
- (B) For an Associate's Degree in Fire Science, Fire Technology, Fire Administration or Fire education, an amount equal to five percent (5.0%) percent of base annual salary.
- (C) For a Bachelor's Degree in Business Administration, Fire Science, Fire Technology, Fire Administration or Fire Education an amount equal to ten percent (10%) of base annual salary.
- (D) For a Master's Degree in Fire Science, Fire Technology, Business Administration, Fire Administration, Fire Education, Public Administration or Management, but the employee must have an Associate's Degree in Fire Science, Fire Technology, Fire Administration or Fire Education, an amount equal to twelve point five (12.5%) of base annual salary.

27.08 Present unit members will be entitled to receive the above specified educational percentages if they hold an Associates, Bachelors or Masters degree or upon receipt if they are working towards a degree, (even if the field of study is not Fire Protection and Safety Technology) from an accredited institution of higher learning from either (a) the New England Association of Colleges and Secondary Schools or (b) such comparable accreditation as a Fire Education Committee, on a case by case basis vote to accept as comparable. Such Fire Education Committee shall consist of one member of the Fire Commission, the Fire Chief or designee and the President of the Association or designee. Vote of Fire Education Committee will not be subject to the grievance procedure, but their decision may be appealed to the full Fire Commission.

27.09 No unit employee may receive benefits under more than one section of this Article. It shall be a unit employee's obligation to notify the Employer under which section of this Article such employee elects to receive benefits.

27.10 New employees hired after July 1, 2000 will not be eligible for the benefits specified in Article 27 but will only be eligible for sections of the education percentage specified in 27.07 A, B, C or D above.

27.11 The above compensation shall be included in an employee's compensation only for the purpose of computing pension and retirement benefits due an employee but shall not be considered in the computation of any other monetary benefit provided for herein, including without limitation, holiday compensation, overtime compensation, vacation compensation hourly or weekly compensation and court time or any other type payment.

Eligibility requirements will remain the same.

- C. Request for use of room will be submitted in writing on FCA letterhead to the Chief of the Department 72 hours in advance of any requested use.
- D. Hours of use of the room will be restricted to 7:00 pm to 10:00 pm Monday through Friday.
- E. Should an FCA request conflict with another scheduled use of the room, it will be returned forthwith requesting alternative dates.
- F. No Department resources in the form of phones, computers, printers, fax, etc. are allowed for use by the F.C.A.
- G. The Fire Commission room will be left neat orderly, and clean, lights turned off etc., after any such use by the FCA. Failure to do so may result in the temporary withholding of this allowance.

30.02 No Smoking. Unit Members will not smoke in any fire stations.

ARTICLE 31

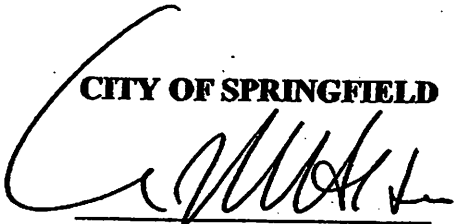
DURATION AND TERMINATION:

31.01 This Agreement shall be effective when executed and shall remain in effect until June 30, 2003 (See item G in Article 24.01). On request of either party, negotiations for a new agreement shall begin on or after October 1, 2002.

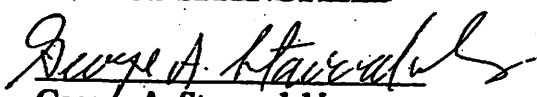
This Agreement shall remain in full force and be effective during the period of negotiations until signing of a new Agreement or until ten day termination notice is given; however, no termination notice may become effective prior to June 30, 2003. It is the intention of the parties to complete negotiations on or before June 30, 2003.

IN WITNESS WHEREOF, the City of Springfield has caused its corporate seal to be hereto affixed and these presents to be signed in its name and on its behalf by MICHAEL J ALBANO, its Mayor, and the FIRE CHIEFS ASSOCIATION OF SPRINGFIELD has caused these present to be signed in its name and on its behalf by its PRESIDENT, duly authorized this _____ day of _____, 2002.

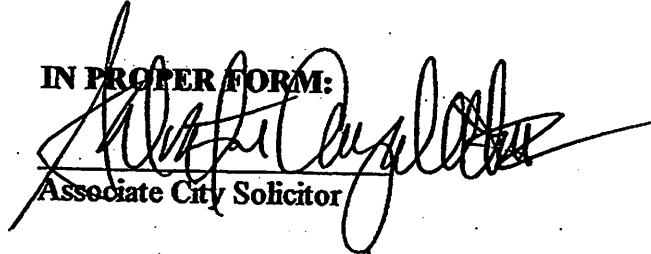
CITY OF SPRINGFIELD


Mayor Michael J. Albano

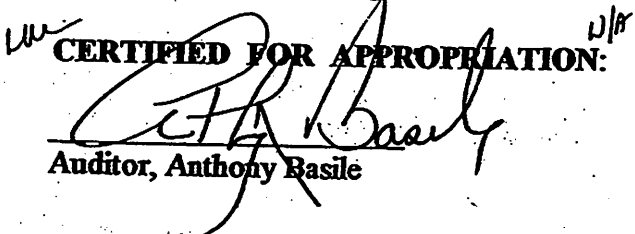
**FIRE CHIEFS ASSOCIATION
OF SPRINGFIELD**


George A. Stavroulakis,
Its President

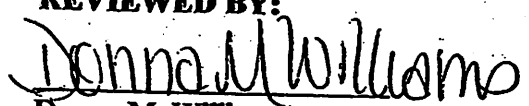
IN PROPER FORM:

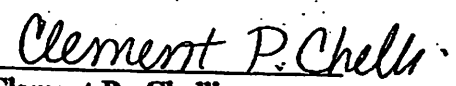

Associate City Solicitor

CERTIFIED FOR APPROPRIATION:


Auditor, Anthony Basile

REVIEWED BY:


Donna M. Williams
Chief Financial Officer


Clement P. Chelli
Collective Bargaining Agent

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Packet Pg. 276

Packet Pg. 277

Packet Pg. 278

END REPORT

DATE 13 MAR 01 12:12:57 RIO 354H 13 MAR 01 WALLS

D001026

* SCHEDULE - 07 (WEEKLY BASE PAY)
 * SPEC. FIRE CHIEFS ASSOC OF SPRINGFIELD SALARY RANGES EFFECTIVE JAN. 1, 2002
 * CLASSIFICATION .BU. RNCE .STEP 1 .STEP 2 .STEP 3 .STEP 4 .STEP 5 .STEP 6

2380 DISTRICT FIRE CHIEF**

07 23.4

0.00

0.00

1365.58

1458.75

0.00

2310 FIRE ALARM SYSTEM SUPERVISOR***

07 23.2

0.00

0.00

1247.60

1340.77

0.00

2360 FIRE PREVENTION SUPERVISOR**

07 23.4

0.00

0.00

1365.58

1458.75

0.00

2340 FIRE REPAIRS SUPERVISOR***

07 23.2

0.00

0.00

1247.60

1340.77

0.00

***SHIFT DIFF./EQUITY ADJ.

76.42

(5.7%

OF 4TH STEP)

**SHIFT DIFF./EQUITY ADJ.

83.15

(5.7%

OF 4TH STEP)

***** END REPORT *****

Packet Pg. 281

SPRINGFIELD TECHNICAL COMMUNITY COLLEGE
School of Continuing Education
Fire Science Certificate

Course of Study

Required courses:

JF110	Introduction to Fire Protection	3
JF120	Fundamentals of Fire Prevention	3
JF210	Building Construction (Fire)	3
JF420	Fire Causes & Detection (Arson I)	3
LE100	English Composition 1	3

Choose 12 credits from the following list:

JF220	Organization & Management (Fire)	3
JF310	Fire Hydraulics	3
JF330	Fire Protection Systems	3
JF340	Fire Officership	3
JF410	Hazardous Materials	3
JF480	Advance Protection Systems	3



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3639 A

9

Clean Energy Resiliency Grant - No Match - \$2,790,099 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "Clean Energy Resiliency Grant" of \$2,790,099 From the Massachusetts Department of Energy Resources; and

WHEREAS, the purpose of the grant program is to provide partial funding for the construction of a combined heat and power plant for Baystate Medical Center; and

WHEREAS, pursuant to the Grant, the Department intends to award the grant funds to Baystate Medical Center for the construction of the cogeneration plant, which will produce 80% of Baystate Health's annual energy consumption. In addition, the upgraded utility system will extend the facility's operational usage after a disaster from 96 hours to at least 30 days; and

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

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

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

Clean Energy Resiliency Grant - No Match - \$2,790,099

The City applied for and received this grant for the purpose of providing partial funding for the Baystate Medical Center combined heat and power plant.

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	8/31/2016
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono
Was this Grant previously setup for a prior fiscal year?	
If yes, please indicate your previous project number: no	
If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?	
(Y/N)	If yes, please attach a copy of the Approved Form.

Grant Type:

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

Grant Name: Clean Energy Resilience Initiative

Total Grant Amount Awarded: \$2,790,099.00

Is this a Reimbursable Grant?

(Y/N) yes

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

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

Entity Name	DOER
Contact Person	Kara Sergeant
Street Address	100 Cambridge Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-626-7392
Fax	617-727-0030
E-Mail	kara.sergeant@state.ma.us

Actual Award Date 2/12/2016

Board Approval Date

Start Date

Expiration Date 12/31/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Funding for the Baystate Co-gen project

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code:

Object Codes: 530105;530600;531500;580200;580400;580500;580800

Budget Roll-Up Codes:

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

Larry Beum
Signature

8-31-16
Date

Please attach the following documents:

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

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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: (and d/b/a): <u>City of Springfield</u>		COMMONWEALTH DEPARTMENT NAME: Dept. of Energy Resources	
Legal Address: (W-9, W-4, T&C): <u>36 Court St. Springfield, MA 01103</u>		MMARS Department Code: ENE	
Contract Manager: <u>Dexter Garvey, Capital Asset Construction Director</u>		Business Mailing Address: 100 Cambridge Street, Suite 1010 Boston, MA 02114	
E-Mail: <u>dgarvey@springfieldcityhall.com</u>		Billing Address (if different):	
Phone: <u>413-787-6945</u> Fax: <u>413-787-6770</u>		Contract Manager: Kara Sergeant	
Contractor Vendor Code: <u>VC6000192140</u>		E-Mail: <u>kara.sergeant@state.ma.us</u>	
Vendor Code Address ID (e.g. "AD001"): <u>AD 001</u> (Note: The Address ID Must be set up for EFT payments.)		Phone: 617-626-7392 Fax: 617-727-0030	
		MMARS Doc ID(s): <u>CT ENE 2016ENEP01SPRI067056</u>	
		RFR/Procurement or Other ID Number: <u>PON-ENE-2014-036</u>	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☒ <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>2,790,099</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of this Contract is to award a grant to the City of Springfield to fund the installation of 4.6 MW combined heat and power system at Baystate Health located at 759 Chestnut Street, Springfield, MA, with a gas turbine generator system, a heat recovery steam generator, an absorption chiller, a black start diesel generator, and a load management system.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ <u>1.</u> may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ <u>2.</u> may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ <u>3.</u> were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31</u> , 20 <u>17</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>12/1/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Bruno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>2/12/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Financial Officer DOER</u>	

Attachment: Clean Energy Resiliency Grant Set-Up & Contract (3639 : Clean Energy Resiliency Grant - No Match - \$2,790,099)



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3640

10

Grant Acceptance - No Match - \$1,000,000 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded an increase of \$500,000 to the "Safe and Successful Youth Initiative" Grant from the Executive Office of Health and Human Services, bringing the total grant award to \$1,000,000; and

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

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

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

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

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

Safe and Successful Youth Initiative Grant - \$1,000,000

RESULT: PASSED BY VOICE VOTE

Fraser, Christopher

From: Elliott, Brian <BElliott@springfieldpolice.net>
Sent: Wednesday, August 31, 2016 8:04 AM
To: Fraser, Christopher
Cc: Winkler, Jennifer; Lisa Willis; Gokey, Beth
Subject: FW: SSIYI FY17 Funding
Attachments: Safe and Successful Youth Initiative FINAL - Springfield.pdf

Good morning:

Below please review the email correspondence from the finance point of contact for SSIYI. Due to the way that they run things at the state level, we have not been receiving grant award notifications as we typically do by means of a notice of funding letter. I will continue to search my correspondence in the event that something came out and I missed it or it went elsewhere.

Essentially, we received \$500K for FY2016 and \$500K for FY17 due to the protracted budget process at the state level.

Thank you in advance.

B.E.

SERGEANT BRIAN W. ELLIOTT
 SPRINGFIELD POLICE DEPARTMENT
 OFFICE OF GRANTS & PLANNING
 O. 413-787-6318
 C. 413-244-4614

From: Comey, Iva (EHS) [<mailto:Iva.Comey@MassMail.State.MA.US>]
Sent: Friday, August 12, 2016 12:07 PM
To: maria.cheevers@pd.boston.gov; Julie Byrne (julie.byrne@pd.boston.gov); Fine, Catherine; RMartin@bphc.org; Jason Whyte (jason.whyte@pd.boston.gov); Tim Lynch <TLynch@oldcolonyymca.org> (TLynch@oldcolonyymca.org); Michele Thibeault; fvardaro@brocktonpolice.com; Monziona, Pam (PMonziona@chelseama.gov); Lili Elkins (Lili_Elkins@rocainc.com); DBatchelor@chelseama.gov; John Fleming (John_Fleming@rocainc.com); jsmith@frpd.org; Jamison Souza (jamisonsouza@me.com); Christian McCloskey; Neiswanger, James M.; Jacqueline Lozada; Captain Matthew Moriarty; Sgt. John Hart; Amanda Wall (awall@lawpd.com); Paul Heithaus (PHeithaus@LFDEF.ORG); Ellen (Police) Carter (ECarter@lowellma.gov); Maryann Ballotta Ballotta (Mballotta@lowellma.gov); mayala@lawpd.com; alyskowsy@lawrenceyouth.com; zkakli@utec-lowell.org; Holey, Peter (peholey@lynnpolice.org); joseph.cordeiro@newbedfordpd.com; Lt. Amos Melo (amancio.melo@newbedfordpd.com); Margaret Gregory - Bilotta (mgregory@pittsfieldpd.org); Jon Schnauber (jschnauber.pcc@outlook.com); Wynn, Michael; Melissa Loidice; christine_judd@rocainc.com; Anthony_Falvo@rocainc.com; Elliott, Brian; Lopez, Miguel; Norrman, Cheryl
Cc: Kennedy, Robyn (EHS); Daly, Glenn (EHS); Susan Lange (slange@commcorp.org); Sam Williams (SWilliams@commcorp.org); Zachary Rich (ZRich@commcorp.org)
Subject: SSIYI FY17 Funding

Good afternoon all. Now that the state budget process is complete, we are able to confirm that SSIYI cities will be level funded in Fiscal Year 2017. Since your 2-year grant agreements already include equal amounts for FY16 and FY17, we do not need to process amendments in order for you to continue to operate and receive funding.

In addition to your fund allocations for FY17, you will be able to continue to use any remaining balances you reported at the end of FY16. Thus, the funds that will be available to you in FY17 will be a combination of your remaining FY16 funds and your new FY17 allocations.

As a general guideline, the payment schedule for FY17 will include 4 payments to be disbursed on or about **September 20, 2016, December 20, 2016, March 20, 2017 and June 20, 2017**. This schedule is for information purposes only, and is subject to change, in accordance with the terms of your grant agreements.

If there are any open items, conditions or special circumstances related to your specific program that may result in changes or delays in payment, EOHHS will notify you promptly so you can work to address those issues. The sites that have been verbally notified of such items with respect to the September 20, 2016 payment, will receive an email later today clarifying next steps (If you do not receive another email from me today, your site will receive its next payment as scheduled.)

Attached to this email is a **budget form** we need you to complete for FY17. Please make sure that you add your FY16 balances to your new FY17 funding to determine your total budget for FY17. Please email the completed budget form, along with a **budget narrative**, to me (Iva.Comey@State.MA.US), Robyn Kennedy (Robyn.Kennedy@State.MA.US), and your CommCorp contact (Zac Rich ZRich@commcorp.org or Sam Williams SWilliams@commcorp.org) **by August 31, 2016**.

We will address any questions related to FY17 funding at our meeting on August 18, 2016. We are looking forward to seeing you then!

Iva Comey
Asst. Director
Office of Children, Youth and Families
Executive Office of Health and Human Services
One Ashburton Place, 11th fl.
Boston, MA 02108
(617) 573-1631



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

January 5, 2016

Department Requesting Grant Setup

Police

Department Phone # (Please include extension)

787-6385

Name and Title of Person to Contact in Case of Questions

Lisa Willis

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: Yes SYI15

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

XX

State – City

Private/Other

Grant Name: Safe and Successful Youth Initiative

Total Grant Amount Awarded: \$ 1,000,000.00

Is this a Reimbursable Grant?

(Y/N) No

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

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

Grantor is already in the customer file:

Entity Name	EOHHS
Contact Person	Robyn Kennedy
Street Address	One Ashburton Place
City, State, Zip Code	Boston, MA 02108
Telephone	617-573-1666
Fax	617-573-1890
E-Mail	Robyn.Kennedy@state.ma.us

Actual Award Date 12/28/2015

Board Approval Date

Start Date 12/28/2015

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Reduce youth violence

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code: 28952100

Object Codes: 501000 - \$44,870
530105 - \$955,130
542300 - \$

Budget Roll-Up Codes: Yes

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


Signature

1/5/2016
Date

Please attach the following documents:

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

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



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3632

11

FY17 Elders Council on Aging Grant - No Match Required \$238,840.00 (Mayor Sarno)

WHEREAS, the Elder Affairs Department ("Department") has been awarded a Council on Aging Grant of \$238,840.00 From the Executive Office of Elder Affairs from the period of July 1, 2016 to June 30, 2017; and

WHEREAS, the Department intends to use the grant funds to support its Council on Aging activities at senior centers; and

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

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

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

FY17 COA Grant - No Match Required \$238,840.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

08/10/2016

Department Requesting Grant Setup

DEA (541)

Department Phone # (Please include extension)

886-5223

Name and Title of Person to Contact in Case of Questions

Carol Gasque

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: **YES-82416**

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

Grant Type:

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

XX

Grant Name: **COUNCIL ON AGING FY17**

Total Grant Amount Awarded: **\$238,840.00**

Attachment: COA (3632 : FY17 Elders COA Grant - No Match Required \$238,840.00)

Is this a Reimbursable Grant?

(Y/N) **YES**

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

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

Entity Name	MA Executive Office of Elder Affairs
Contact Person	Emmett H. Schmarsow, Program Manager
Street Address	1 Ashburton Place
City, State, Zip Code	Boston, MA 02108
Telephone	617-227-7471
Fax	
E-Mail	Emmett.schmarsow@stste.ma.us

Actual Award Date	07/11/2016
Board Approval Date	
Start Date	07/01/2016
Expiration Date	06/30/2017
Renewal Action Date (optional)	Yes
If there are any Matching Funds:	
Type	
Percent	
Amount	
Is there any Leverage? HUD FUNDING ONLY	
Source	
Amount	

Comments re: Description/Purpose of Grant
Council on Aging State Formula Grant

Comments re: Conditions/Restrictions of Grant
Per attached contract and budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: COA (3632 : FY17 Elders COA Grant - No Match Required \$238,840.00)

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

Org Code: **28245404**

Object Codes:

Budget Roll-Up Codes: **ALL**

Please see attached budget

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

Carol K. Jasque
Signature

8/10/16
Date

Please attach the following documents:

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

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

Gasque, Carol

From: Denney, Janet
Sent: Monday, August 08, 2016 9:42 AM
To: Gasque, Carol
Subject: FW: Federal 2010 Census Figures
Attachments: +++ 2010 FEDERAL CENSUS by Municipality .xls

FYI
 Jan

From: Schmarsow, Emmett (ELD) [<mailto:Emmett.Schmarsow@MassMail.State.MA.US>]
Sent: Wednesday, July 20, 2016 10:27 AM
To: emmett.schmarsow@state.ma.us; Sore, Sherri (ELD)
Cc: MCOA -- David Stevens; MCOA (Brenda, ofc mgr); MCOA -- Lynn ; MCOA (Kathy Bowler Training, Educ)
Subject: Federal 2010 Census Figures

Dear Colleagues,

As you know, your Formula Grant award is based on the 2010 federal census of persons in your community age 60 or older, as of 1 April 2010.

Please find attached the federal census figure number which serves as the basis for your current Formula Grant (until the next federal census). You may save this spreadsheet for future reference.

The federal population basis is consistent across all municipalities. You may multiply the **census figure** by \$10 per elder (or simply add a "0" to your population figure) to know your **anticipated** Formula Grant amount for this fiscal year (SFY2017). If your calculation shows a figure of **less than \$5,000**, you may request up to \$5,000.

Your Formula Grant contract is reduced by any unexpended balance your agency had on hand as of June 30th. Elder Affairs CANNOT issue contracts until **ALL** COA Statements of Grant Balance are received at this office.

If you have any questions/concerns regarding this email, please do not hesitate to contact this office. Thank you.

Sincerely,
 Emmett

Emmett H. Schmarsow
 Program Manager for Councils on Aging
 and Senior Centers
 MA Executive Office of Elder Affairs
 1 Ashburton Pl., 5th Flr.
 Boston, MA 02108

Emmett.schmarsow@state.ma.us
 (617) 222-7471
 1-800-698-9723 (toll-free)

Attachment: COA (3632 : FY17 Elders COA Grant - No Match Required \$238,840.00)

2010 Census

Source: U.S. Census Bureau, 2010 Census, Table DP-1, May 2011

City/Town	POPULATION		
	60+	65+ Living Alone	
	Number	Number	Percent
Seekonk	2,955	403	7.9
Sharon	3,401	465	7.5
Sheffield	908	189	13.3
Shelburne	538	126	14.8
Sherborn	819	117	8.1
Shirley	1,041	202	8.9
Shrewsbury	6,588	1,372	10.2
Shutesbury	312	44	6.2
Somerset	5,094	963	13.6
Somerville	9,759	2,661	8.3
South Hadley	4,084	971	14.3
Southampton	1,208	195	8.7
Southborough	1,609	217	6.5
Southbridge	3,265	732	10.7
Southwick	1,982	456	12.3
Spencer	2,438	493	10.4
Springfield	23,884	5,860	10.3
Sterling	1,611	204	7.3
Stockbridge	739	178	19.4
Stoneham	5,370	1,222	13.6
Stoughton	6,166	1,142	11.1
Stow	1,282	184	7.6
Sturbridge	1,946	373	10.3
Sudbury	3,132	393	6.8
Sunderland	557	105	6.4
Sutton	1,606	211	6.6
Swampscott	3,423	671	12.2
Swansea	3,893	618	10.2
Taunton	10,469	2,265	10.1
Templeton	1,597	250	8.7
Tewksbury	6,128	982	9.4
Tisbury	940	255	14.1
Tolland	121	17	8.6
Topsfield	1,483	205	9.8
Townsend	1,412	193	6.0
Truro	744	127	12.9
Tyngsborough	1,629	238	6.0
Tyringham	136	13	9.4

$$23,884 \times 10 = 238,840$$

Executive Office of Elder Affairs		ATTACHMENT B - Council on Aging (COA) Formula Grant - FY 2017 - (pg 1 of 2)	
1 Ashburton Place, 5th Floor Boston MA 02108-1518		PRELIMINARY REV. ()	Name of COA :
#	Personnel	(A)	(B)
		PRELIMINARY x 10.00/elder#	Revision (if applicable)
Municipal Funding* FY2017		Hrs. per Week	Notes/Calculations for ELD funded positions Identify hours/week, total hours, rate(s) of pay & fringe (if/as applicable): # \$5000 available, regardless of community size; subject to final appropriation.
(see below)			
Director/Coordinator			Salary formula hrly rate *hrs per week *52..2 wks.
	Hungry Hill Sr. Ctr. Dtr.	\$34,901	37.50 \$17.8293 hrly rate
	Mayflower Sr. Ctr. Dtr.	\$34,901	37.50 \$17.8293 hrly rate
	Clodo Concepcion Ctr. Dtr.	\$27,646	30.00 \$17.6538 hrly rate
	Forest Park Manor Ctr. Dtr.	\$9,303	10.00 \$17.8218 hrly rate
	Pine Point St. Ctr. Dtr.	\$9,089	7.50 \$23.2158 hrly rate
	Fitness Coordinator	\$28,639	37.50 \$14.6303 hrly rate
	Van Driver	\$14,222	21.25 \$12.8212 hrly rate
	Fiscal Manager	\$26,622	18.75 \$27.2000 hrly rate
	Employment Specialist	\$9,227	10.50 \$16.9014 hrly rate
Fringe Benefits		\$22,000	
	Site Manager		
	Custodian		
	Driver		
	Dispatcher		
	Outreach Worker		
	Outreach Coordinator		
	Social Service Coordinator		
	Other: (incl. instructors, professional services, etc)	\$3,000	

Attachment: COA (3632 : FY17 Elders COA Grant - No Match Required \$238,840.00)

Attachment B - COA Formula Grant -- FY 2017 --

(pg 2 of 2)

Non-Personnel Cost Category	PRELIMINARY		Initial if a Revision	NOTES
	(A) x 10.00/elder#	(B)		
Staff/Volunteer Transport.				
Parking/Seniors	\$2,334			Rate determined locally.
Client Transportation	\$3,156			Secure & retain contracts/agreements.
Rent/Mortgage	\$10,000			Retain quotes/estimates. Note completion date.
Utilities				Specify/itemize and attach to budget.
Renovation/Construction (include estimates)				
Repairs and Maintenance	\$250			
Equipment/Furnishings				
Supplies--Office	\$3,000			
Facility Maintenance				Cite representative items, costs.
Printing/Copy (non-newsletter)				Cite representative items, costs.
Postage	\$550			ELD to be recognized as supporting this activity.
Dues/Licenses				
Newsletter Printing				See "The Guide" (section B9)
Conference/Education Training (Board/Staff)				Note training offered/available. Maximum (meal) recognition is \$16.50 per vol. with Formula \$, minimum service of (20) hours in fiscal year. Indicate YOUR minimum: ____ Thank you.
Volunteer Recognition				
Contractors/Other				
Subtotal (P 2)	\$19,290.00		\$0.00	DATE OF THIS BUDGET:
Sub Total (P 1)	\$219,550.00		\$0.00	<i>Initials of preparer: CG</i>
TOTALS - (P 1 & P 2)	\$238,840.00		\$0.00	

FY2017 FORMULA GRANT/ALLOCATION -- STATEMENT OF AUTHORIZATION

(Affix to your Attachment B budget.)

Department of Elder Affairs-Springfield
(Name of COA/Agency)

1600 East Columbus Ave
(Mailing Address)

Springfield, MA 01103
(ZIP)

(Street Address)

413 750-2654
(Daytime Phone)

413 886-5286
(Fax number)

idenney@springfieldcityhall.com
E-MAIL

The persons whose signatures appear below are authorized to commit the Council on Aging to the Attachment B Formula Grant Allocation Budget and hereby agree to its submission to the Executive Office of Elder Affairs (Elder Affairs).

Elder Affairs reserves the right to modify the purposes and/or proposed Attachment B expenditures prior to execution of the contract agreement. The allocation amount is subject to final appropriation by the General Court.

<u>Janet Rodriguez Denney</u> (PRINT) Director/Coordinator	(x) <u></u> (signature)	<u>8-8-2016</u> (date)
<u>William Toller</u> (PRINT) Chairperson	(x) <u></u> (signature)	<u>8/8/16</u> (date)
<u>Domenic J. Sarno, Mayor</u> (Print) Chair, Board of Selectmen; Mayor; Town or City Manager / Administrator; Executive Secretary / Administrator;	(x) <u></u> (signature) _____ (other title)	<u>8/9/16</u> (date)

For **contract purposes**, please note:

The legal address of the municipality: 36 Court Street, Springfield, MA 01103

The payment remittance address of the municipality (from your W-9): 36 Court Street, Springfield, MA 01103

Attachment: COA (3632 : FY17 Elders COA Grant - No Match Required \$238,840.00)



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3633

12

Read / Write/ Now Grant - No Match Required \$230,944.00 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded an "Adult and Community Learning Services Grant" of \$230,944.00 From the Massachusetts Department of Elementary and Secondary Education; and

WHEREAS, the grant is for adult and community learning services; and

WHEREAS, the Department intends to use the grant funds for its Read / Write / Now Program; and

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

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

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

Read / Write / Now - \$230,944.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 8/22/16

Department Requesting Grant Setup Library

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

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

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: 68716

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: Adult and Community Learning Services

Total Grant Amount Awarded: \$230,944

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

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

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

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 8/10/2016

Board Approval Date

Start Date 9/1/2016

Expiration Date 8/31/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 84.002

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code: 26876105

Object Codes: 501000; 506000; 530105; 551700; 571100; 551300; 524020; 531040;
531200; 517010; 517020

Budget Roll-Up Codes: YES

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

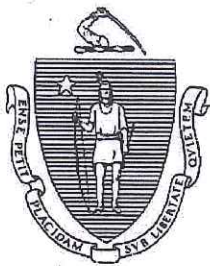
____Molly Fogarty____
Signature

____8/22/2016____
Date

Please attach the following documents:

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

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



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Adult and Community Learning Services

August 10, 2016

Ms. Janet Kelly
Springfield Public Library
220 State Street
Springfield, MA 01103

Dear Ms. Kelly,

Enclosed please find a copy of the approved budget for your FY 2017 grant application that was recently funded through Adult and Community Learning Services at the Massachusetts Department of Elementary and Secondary Education for Springfield Public Library. Please note the grant project number 340-027-7-2691-R which is included on all correspondence regarding this award. Also, note any budget changes that might have been made by the Department.

Fiscal notifications regarding this grant will be sent to the "Application Agency Contact Person" you have listed on the "Project Expenditures – Detail Information" page of your application. If other members of your staff require notification, it is the responsibility of this contact person to forward award notices and amendment information as needed.

If you have any questions of a financial nature about your grant at any time during the funding cycle, please call your Program Specialist.

Sincerely,


Lorraine Domigan
Office Manager

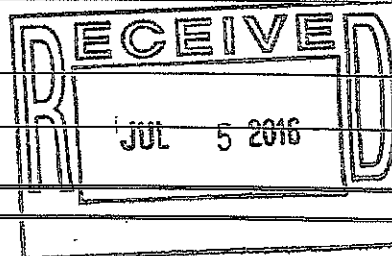
c: File
Russell Fenton

MASSACHUSETTS DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
STANDARD CONTRACT FORM AND APPLICATION FOR PROGRAM GRANTS

ENTERED

PART I - GENERAL

A. APPLICANT: Springfield City Library		District Code:		2	6	9	1
ADDRESS: 220 State Street, Springfield, MA 01103							
TELEPHONE: (413) 263-6839							



B. APPLICATION FOR PROGRAM FUNDING

FUND CODE	PROGRAM NAME	PROJECT DURATION		AMOUNT REQUESTED
		FROM	TO	
FY17	STATE/FEDERAL - CONTINUATION GRANT administered by ADULT AND COMMUNITY LEARNING SERVICES			
345	Community Adult Learning Center (State)	7/1/2016	6/30/2017	
340	Community Adult Learning Center (Federal)	9/1/2016	8/31/2017	\$230,944

C. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS CORRECT AND COMPLETE; THAT THE APPLICANT AGENCY HAS AUTHORIZED ME, AS ITS REPRESENTATIVE, TO FILE THIS APPLICATION; AND THAT I UNDERSTAND THAT FOR ANY FUNDS RECEIVED THROUGH THIS APPLICATION THE AGENCY AGREES TO COMPLY WITH ALL APPLICABLE STATE AND FEDERAL GRANT REQUIREMENTS COVERING BOTH THE PROGRAMMATIC AND FISCAL ADMINISTRATION OF GRANT FUNDS.

AUTHORIZED SIGNATORY: <i>Molly Fogarty</i>	TITLE: Library Director
TYPED NAME: Molly Fogarty	DATE:

DATES DUE:

Fund Code: 345 - Wednesday, June 15, 2016

Fund Code: 340 - Friday, July 8, 2016

Proposals must be received at the Department no later than 3:00 p.m. on the date due.

Mail the proposals listed on this signature page to:

Lorraine Domigan
Office Manager
Adult and Community Learning Services
Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street 3rd Floor
Malden, MA 02148-4906

Number of sets: Submit two (2) sets each with an original signature of the
Superintendent / Executive Director / President.

DO NOT WRITE BELOW THIS LINE

MASSACHUSETTS DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION USE ONLY

GRANTS MANAGEMENT

For the Department Authorized Signatory:

Date:

FY 2017

PART II-B PROJECT EXPENDITURES - DETAIL INFORMATION					A.	FUND CODE:	340
B. APPLICANT AGENCY					District four-digit code:		2691
Applicant Agency: Springfield City Library			Address: 220 State Street, Springfield, MA				
Contact Person: Janet Kelly			Zip Code: 01103				
Telephone: (413) 263-6839			E-mail address: jkelly@springfieldlibrary.org				
PLEASE PROVIDE THE INFORMATION REQUESTED ABOVE AND SUBMIT BOTH PAGES OF THE BUDGET DETAIL EVEN THOUGH THERE MAY BE NO LINE ITEM ENTRIES ON THE FIRST PAGE.							
C. ASSIGNMENT THROUGH SCHEDULE A							☒
Check this box ONLY if this project will be using funds assigned by more than one agency. A completed Schedule A, with signatures and the amount of funds assigned by each participating agency, must be attached to this Budget Narrative.							
D. STAFFING CATEGORIES	E. # of Staff	F. FTE	G. MTRS*	H. AMOUNT	I. TOTAL		
1. ADMINISTRATORS:							
SUPERVISOR/DIRECTOR	1	1	no	✓ 59,738			
PROJECT COORDINATOR							
STIPENDS							
SUB-TOTAL					59,738		
2. INSTRUCTIONAL / PROFESSIONAL STAFF:							
ABE Instructor #1 - 1976 hours	1	1	no	✓ 45,468			
ABE Instructors #2 & #3 - 760 hours each	2	0.78	no	✓ 40,508			
ABE Instructors #4 & #5 & #6- 500 & 480 & 158 hours	3	0.6	no	✓ 28,006			
Program Assistant - 780 hours	1	0.4	no	✓ 17,948			
SUB-TOTAL					131,930		
3. SUPPORT STAFF:							
AIDES/PARAPROFESSIONALS							
SECRETARY/BOOKKEEPER							
OTHER							
SUB-TOTAL					0		
* Check the MTRS box if the identified employee(s) is/are a member of the MA Teachers' Retirement System. This requirement applies only to federally-funded grant programs.							
4. FRINGE BENEFITS:				AMOUNT	LINE-ITEM SUB-TOTAL		
4-a MA TEACHERS' RETIREMENT SYSTEM (Federally-funded grants only)				0			
4-b OTHER FRINGE BENEFITS (Other retirement systems, health insurance, FICA)				✓ 10,231			
SUB-TOTAL					10,231		

APPLICANT AGENCY: Springfield City Library				FUND CODE:	340
5. CONTRACTUAL SERVICES:				AMOUNT	LINE ITEM SUB-TOTAL
Indicate the services to be provided and the rate to be paid per hour or per day.					
	RATE	Hour/Day			
CONSULTANTS	\$ 25	64	✓ 1,600		
SPECIALISTS security	\$ 15	468	✓ 7,020		
INSTRUCTORS	\$				
SPEAKERS	\$ 50	6	✓ 300		
OTHER	\$ 15	75	✓ 1,125		
SUBSTITUTES	\$ 23	40	✓ 920		
SUB-TOTAL					✓ 10,965
6. SUPPLIES AND MATERIALS:					
Items costing less than \$5,000 per unit or having a useful life of less than one year.					
TEXTBOOKS AND INSTRUCTIONAL MATERIALS \$80 x 82 slots				✓ 6,560	
INSTRUCTIONAL TECHNOLOGY INCLUDING SOFTWARE for HISET prep and computer upgrades				✓ 3,486	
NON-INSTRUCTIONAL SUPPLIES				✓ 1,500	
SUB-TOTAL					✓ 11,546
7. TRAVEL: Mileage, conference registration, hotel, and meals					
SUPERVISORY STAFF				✓ 300	
INSTRUCTIONAL STAFF				✓ 500	
OTHER					
SUB-TOTAL					✓ 800
8. OTHER COSTS: Please indicate the amount requested in each category.					
Advertising				\$	
Maintenance/Repairs				\$ ✓ 1,400	
Memberships/Subscriptions				\$ ✓ 200	
Printing/Reproduction				\$ ✓ 500	
Transportation of Students				\$ ✓ 3,634	
Telephone/Utilities				\$	
Rental of Space				\$	
Rental of Equipment				\$	
SUB-TOTAL					✓ 5,734
9. INDIRECT COSTS				Approved Rate:	✓ 0
10. EQUIPMENT: Attach a list with a statement of need and cost of each item.					
Items costing \$5,000 or more per unit and having a useful life of more than one year.					
INSTRUCTIONAL EQUIPMENT					
NON-INSTRUCTIONAL EQUIPMENT					
SUB-TOTAL					✓ 0
TOTAL FUNDS REQUESTED					✓ 230,944

Revised 2/2004

Read/Write/Now Budget Narrative FY '17		Direct Funds 340		
			Sub-Total	TOTAL
1. ADMINISTRATION	Total Hrs	Rate		
Supervisor/Director	2080	\$28.72	\$59,729	✓ \$59,738
The Director is responsible for providing educational leadership, administrative, fiscal and personnel oversight and for communicating all ESE requirements to staff. Additionally, the Director writes, submits and maintains accurate and timely reports to ESE. The Director also attends Advisory Council meetings, community planning meetings and coordinates Program and Staff Development activities. Director is also the primary Education and Career Advisor for students.				
Refer to Staffing Chart and Project Staff Salary Report in SMARTT for additional information				
Sub-Total				✓ \$59,738
One full-time and five part-time ABE teachers teach 3 day and 4 evening classes.				
2. INSTRUCTIONAL/PROFESSIONAL STAFF	Total Hrs	Rate		
ABE teacher #1 - teaches day and evening 4 - 6 level students	1976	\$23.01	\$45,468	✓ 45,468
Teaches 16.5 hours per week, 37 weeks per year, 3 weeks pre- and post-planning, pro-rated vacation, sick time				
responsible for tracking and following up on student goals, shares in doing intakes, responsible for ADA coordination; shares tech coordination; teaches STAR in day class				
ABE teacher #2 - teaches 10.5 hours per week, 37 weeks per year, day 6-8 level students, also a STAR class. Shares tech coordination. Position is 19 hours per week, 40 weeks per year including 3 pre- and post-weeks	760	\$26.65	\$20,254	✓ 20,254
ABE teacher #3 - 19 hrs/wk teaches day class, 0 - 3 level students, 10.5 hrs/wk, 37 wks/yr, 3 weeks pre- and post-planning,	760	\$26.65	\$20,254	✓ 20,254
ABE teacher #4 - 12 hrs/wk teaches evening class, 0 - 3 level students, 6 hours per week, 37 wks/yr, 3 weeks pre- and post-planning; also facilitates student leadership group for 20 hrs	500	\$26.65	\$13,325	✓ 13,325
ABE teacher #5 - teaches evening class, 6 - 9 level students, 6 hrs/wk, 35 wks/yr, 2 weeks pre-and post-planning, 1 week program/staff development; started in December 2014.	480	\$23.01	\$11,045	✓ 11,045
ABE teacher #6 - teaches computer-based Hi-SET preparation class, 2 hrs/wk, 37 wks/yr	158	\$23.01	\$3,636	✓ 3,636
Program assistant, 15 hrs/wk, 52 wks/yr. Assists other staff and students, helps with career/ed plans; also works 15 hrs/wk as library's volunteer coordinator	780	\$23.01	\$17,948	✓ 17,948
Sub-Total				✓ 131,930
	Total Hrs	Rate		

FRINGE BENEFITS		Benefit Rate	Total Salaries		
Benefits - Retirement 9%, + 1.45% Medicare T #1		10.45	\$45,468		✓ 4,751
1.45% Medicare for T. #2, #3, #4 & #5 & #6 + 25% prog ass't = \$4,487		1.45	68,514/17,597	\$993	✓ \$5,480
Sub-Total					✓ 10,231
5. CONTRACTUAL SERVICES		Total Hrs	Rate		
Custodial services for classrooms, program space					
Specialists - stipends for student council members(leadership)		75	\$15.00	✓ \$1,125	
Security for evening classes		468	\$15.00	✓ \$7,020	
Substitute teachers for 6 ABE classes		40	\$23.00	✓ \$920	
Speakers		6	\$50.00	✓ \$300	
Consultants		64	\$25.00	✓ \$1,600	
Sub-Total					✓ \$10,965
6. SUPPLIES AND MATERIALS		Slots	Rate		
Textbooks & instructional materials		82	\$80.00	✓ \$6,560	
Instructional Technology including HiSET software & computer upgrades				✓ \$3,486	
Non-instructional supplies				✓ \$1,500	
Sub-Total					✓ 11,546
7. TRAVEL: Mileage, Conference registration, hotel & meals		Miles	Rate		
Supervisory staff		556	\$0.54	✓ \$300	
Instructional staff & program assistant		926	\$0.54	✓ \$500	
Other					
Sub-Total					✓ \$800
8. OTHER COSTS		Slots	Rate		
Advertising					
Maintenance/repairs				✓ \$1,400	
Printing/reproduction - handbooks, student writings, ABE directory				✓ \$500	
Memberships/subscriptions				✓ \$200	
Student transportation - 3160 bus tokens @ \$1.15 ea				✓ \$3,634	
Telephone/utilities/ISDN lines					
Space rental					
Rental of equipment					
Sub-Total					✓ \$5,734
9. INDIRECT COST		%	Total lines 1-8		\$0
10. EQUIPMENT					\$0
					\$0
TOTAL REQUESTED FUNDS					✓ \$230,944

Match Narrative – FY '17**Springfield City Library – Read/Write/Now**

- ✓ 4. Fringe Benefits - \$17,796, health insurance, retirement benefits, Medicare for R/W/N Program Director, paid by Springfield City Library
- ✓ 5. Contractual Services – \$6,400
\$5,400 for custodial services, paid by Springfield City Library
Information Technical Services - \$1,000 for 40 hours of computer consultation and maintenance @ \$25.00 per hour, paid by Springfield City Library
- ✓ 8. Space - \$50,100 for use of 3,340 square feet @ \$15 per square foot for three classrooms, tutoring space, meeting space, office, storage, work space and computer lab, provided by the Springfield City Library and the City of Springfield.
- ✓ Total: \$74,296

**MASSACHUSETTS DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION
STANDARD APPLICATION FOR PROGRAM GRANTS**

SCHEDULE B

(Cost Sharing or Matching Schedule)

1.	Schedule B is to be included with and supplements the information provided on the Standard Application for Program Grants, and must be completed for any grant projects that contain a cost sharing or matching funds requirement.		
2.	Applicant: (Legal Name of Agency)	Springfield City Library - Read/Write/Now Adult Learning Center	
3.	Name of grant program/ Source of funds:	Community Adult Learning Center	
4.	Cost Sharing or Matching means the value of third-party contributions and that portion of a grant-supported project or program not supported by the federal or state government. (See CFR 34 s80-24 and the relevant program regulations for additional requirements and information.)		
5.	Complete the summary budget below:		

	LINE ITEM	COLUMN A* Amount of Project's Contribution	COLUMN B Applicant's Contribution	COLUMN C Total of Columns A & B
1.	Administrators	✓ 59,738		✓ 59738
2.	Instructional/Direct Service Staff	✓ 131,930		✓ 131930
3.	Non-Instructional/Support Staff	✓ 0		✓ 0
4.	Fringe Benefits	✓ 10,231	✓ 17,796	✓ 28027
5.	Contractual Services	✓ 10,965	✓ 6400	✓ 17365
6.	Supplies	✓ 11,546		✓ 11546
7.	Travel	✓ 800		✓ 800
8.	Other	✓ 5734	✓ 50,100	✓ 55834
9.	Indirect Costs	✓ 0		✓ 0
10.	Equipment	✓ 0		✓ 0
11.	TOTAL	✓ 230944	✓ 74296	✓ 305240
* The amounts under this column must agree with the corresponding subtotals included under the line items of the Standard Application for Program Grants.				

Revised 3/2008

Admin Cost

Page 1 of 2

Admin Cost - Springfield Library/Springfield LibraryFiscal Year: 2017
Plan Status: Working[Edit Admin Cost](#)

Line Items	Total Admin Amount	Admin Amount Rates & Non Rates Class Services	Admin Amount Supplemental and Foundation
1. Administrators	\$25,848.00	\$25,848.00	\$0.00
2. Instructional/Professional Staff	\$0.00	\$0.00	\$0.00
3. Support Staff	\$3,705.00	\$3,705.00	\$0.00
4. Fringe Benefits	\$10,231.00	\$10,231.00	\$0.00
5. Contractual Services	\$0.00	\$0.00	\$0.00
6. Supplies and Materials	\$773.00	\$773.00	\$0.00
7. Travel			
8. Other Costs	\$1,425.00	\$1,425.00	\$0.00
9. Indirect Costs	\$0.00	\$0.00	\$0.00
10. Equipment	\$0.00	\$0.00	\$0.00
11. Total Administrative Costs	\$41,982.00	\$41,982.00	\$0.00
	Total Requested Funds	Total Requested Rates & Non Rates Class Services	Total Requested Supplemental and Foundation
12. Total Requested Funds	\$230,944.00	\$205,237.00	\$25,707.00
13. % of Funds Used for Administrative Costs	18%	20%	0%
		Capped @ 25% (10% for LAW)	Uncapped

Signature Verification :

The administrative costs reflect correct percentages.

Certification:

The administrative costs contained within this report is true and accurate and does not need to be updated or corrected.

Program Coordinator Signature:

Janet Kelly

Date: 6-29-16

Show Instructions

Part III

Read/Write/Now Responses to Narrative Items

A. Curriculum

1. In FY 17 we will build on our curriculum which is based on the College and Career Readiness Standards for Adult Education. We need to expand our curriculum to include the HiSET preparation level (9 – 12) as well as incorporate the feedback from SABES on our 2015 submission. SABES suggested that our curriculum map should be called our scope and sequence. Other suggestions were to rewrite Purpose for this Unit with unit goals and assessments from a thematically integrated perspective and to consider formative assessments throughout units. We will be adding a unit goal statement and a culminating project will connect to the unit assessment. We will continue to develop materials for each level. We will work on curriculum revisions this summer, as well as throughout the fall. We are committed to getting each teacher's input although Carla Grimaldi, our only full-time teacher, is doing the bulk of the work with input from the director.

B. Integrate Math into higher level ESOL classes

We do not offer ESOL classes but math is well integrated into our ABE and HiSET Distance Learning classes.

C. Administer pre- and post-assessments to ASE level students using both the MAPT for Math and the MAPT for Reading

1. During fiscal year 2016, we began using both MAPT tests for our new HiSET Distance Learning class. The MAPT score reports were made available to teachers who shared them with learners. The score reports are useful along with our in-program math and reading assessments to inform curriculum and lesson planning. In order to manage the pre- and post-testing process, we are starting the fall classes with a week of conferences that will include pre-testing. This will inform curriculum decisions and grouping for various skills. We will be sure to give both MAPT tests to higher level students in FY 17.

D. Integrate Digital Literacy – defined as “the skills associated with using technology to enable users to find, evaluate, organize, create, and communicate information.”

1. During FY 16, we offered a weekly computer clinic for students who could stay after their day class. One teacher was always available to assist students with whatever task they needed to accomplish in our computer

lab. Digital tasks included online applications, searching the web, typing resumes, and many others. Each class has a designated period each day for use of the computer lab. Students use the Internet, typing programs, Word, and Lexia, a phonics program, as well as Kahn Academy and Free Rice for math and vocabulary. Each classroom has WiFi, a desktop computer, and access to 5 laptops. Our Distance Learning class used computers for 3/5 of their work on HiSET preparation, both on and off site. All of our students now have email addresses and some of them started to use email to do their dialogue journals with teachers.

The Springfield Library, our parent organization, offers regular Hi Tech classes in most locations. This year, after we were settled in our newly renovated building, the library offered two series of Hi Tech classes in our building. The majority of people who signed up for classes were our students, taking workshops on Computer Basics, Beyond the Basics, Introduction to the Web, and Continuing with the Web, and finally, Introduction to Word.

2. This series and others will be offered in our building again in FY 17. Our students get first dibs on signing up for those HiTech classes. One way we will expand the integration of digital literacy for our students in FY 17 is to offer consistent practice in keyboarding, Internet searching and research projects. We will also continue our D.L. class with some new HiSET preparation software or web-based curriculum as yet to be determined. We plan to take better advantage of the Library's databases, which include materials for test preparation, career exploration, practice for taking the driver's permit test, and online live tutoring in various subjects.

E. EFL Completion

It appears that our program needs to improve EFL completion at all levels. We are perhaps at somewhat of a disadvantage as we serve the lowest levels of ABE learners and it tends to take longer to go through the beginning literacy and beginning ABE levels than it does to complete the higher levels. The majority of our students start with us reading below a 5th grade level equivalency. Especially among those who attended school for some years, there is a high proportion of learning disabled students. We address learning disabilities in a variety of ways, but it may take a bit longer for LD learners to move all the way through an EFL. We believe that our deeper attention to integrating the curriculum standards and organizing units thematically has already provided better connections between the class levels, which will hopefully improve the rate that our learners complete EFLs.

F. Out of School Youth

Read/Write/Now has always accepted younger students although the vast majority of our learners are between 25 and 55. We regularly refer younger students to several programs in Springfield whose funding is for out of school youth, 16 - 24, as well as putting them on our wait list. We are now sharing a building with the Springfield School Department's adult education program, OWL, which does HiSET pre-testing and testing. They tend to get younger people and refer students to us if they need ABE classes. Some of our younger students are the children of students we are serving now or have served in the past.

G. Collaborate with Workforce Partners

1. The Regional Employment Board of Hampden County convened the first meeting in early June of workforce partners who will be coordinating services to adult learners and jobseekers in our area. Attendees included adult basic education providers, one-stop career center staff, as well as representatives from community colleges, senior employment programs, unemployment insurance, DTA, Mass Rehab and others. There was a preliminary discussion of how we could work more closely together and an interim MOU was signed. The REB will convene subsequent meetings but are not driving the agenda; all partners have a voice in the process.

2. We will build on our years of nourishing the Springfield Adult Basic Education Partnership where we have shared information, learned about each others' services in order to make better referrals, and kept our ABE Directory up to date. The MOU partnership includes the ABE Partners and adds others which are more oriented to career pathways and services for job seekers. There are two Adult Career Pathways programs in our county and we can presumably join their ABE Adult Career Pathways Working Group. We have had experience sharing "customers" in terms of referring our students to training opportunities and for HiSET prep which we didn't offer until this fiscal year. We have former students who have gotten their HiSETs, gone on to community college and graduated with a certificate or Associates degree and have come back to tell current students about their pathway. The increased emphasis on cooperation and shared "customers" can only improve the odds of success for adults who are seeking literacy, further education or training, and careers in Hampden County.

Massachusetts Department of Elementary and Secondary EducationFY2017

Name of Grant Program: Adult Basic Education Instructional
Grant Programs

Fund Codes:
340/345/359/285/563/287/669

**FY2017 ADULT BASIC EDUCATION INSTRUCTIONAL GRANTS
STATEMENT OF ASSURANCES FOR THE ABOVE LISTED FUND CODES**

Organization Name: Springfield City Library

(The Organization Name must match the Applicant Name on Lines A on the Standard Contract Form and Application for Program Grants, Program Unit Signature - Part I of Required Forms.)

- 1) The grant recipient hereby assures the Massachusetts Department of Elementary and Secondary Education (The Department, or ESE) that the grant recipient will administer the program covered in the application in accordance with the provisions and conditions of all applicable federal and state statutes, regulations, program plans, and applications.

FISCAL AND DATA ASSURANCES:

The grant recipient assures ESE that:

- 2) Where a private non-profit organization is the grant recipient:
- a) a governing board will be significantly independent of the director and will ensure proper and adequate review and approval of the program's expenditure of funds;
 - b) no Board member, staff member, or other person affiliated with the grant recipient organization will sign any checks or authorize any payments to her/himself without written authorization of another officer of the Board with authority to do so;
 - c) if the grant recipient allows paid staff to sign checks or to authorize certain payments without the co-signature of the Treasurer or other designated governing Board member, the grant recipient will provide ESE with a letter stipulating the terms and limits of such check writing or payment authorizing authority and will assure ESE that all disbursements will be made consistent with the terms and conditions contained in the letter; and
 - d) an annual audit will be conducted and provided to ESE.
- 3) Grant award funds will not be used to pay for expenses that have been paid for by any other state or federal award.
- 4) Separate and auditable records will be maintained for each project for which the grant recipient receives funds; time and attendance records will support payrolls; and, time distribution records will support salaries and wages of employees chargeable to more than one grant program.
- 5) The grant recipient will maintain and document an appropriate and auditable matching share of not less than 20% of the grant award. Commitments made in FY2013 to provide matching funds will be maintained in each subsequent year of this multi-year grant award period.
- 6) Where the grant recipient assigns grant funds to one or more subcontractors:
- a) the grant recipient assumes responsibility for effective management of the entire grant, including any funds committed to subcontractors to purchase student services; and,
 - b) the grant recipient will monitor contractual services and ensure that all grant funds are fully expended as articulated in a signed Memorandum of Agreement and in a timely manner.
- 7) The grant recipient will notify ESE as soon as possible if funds may be unspent, including funds assigned to subcontractors, and will amend the grant down so that the funds can be reallocated as may be needed to other programs. Programs that return funds above 1% of the grant amount more than once within a funding cycle may trigger a fiscal audit. Programs that inform ACLS in a timely manner regarding funds that need to be returned and submit an amendment will be held harmless. Programs that repeatedly return funds (including under 1%) may get their subsequent award reduced by that amount and may not be eligible for any increases offered during the year.

Massachusetts Department of Elementary and Secondary EducationFY2017

Name of Grant Program: Adult Basic Education Instructional Grant Programs	Fund Codes: 340/345/359/285/563/287/669
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- 8) The grant recipient will report and return to the state all funds unexpended by the close of the grant period, whether or not it recovers unexpended contracted funds from subcontractors.
- 9) Adults enrolled in the ABE Instructional Grant program shall not be charged tuition, non-refundable fees or any other charges, nor shall they be required to purchase books or any other materials that are needed for participation in the program.
- 10) If the grant recipient chooses to charge a deposit for instructional materials used to review at home, the deposit will be refundable, and the grant recipient will provide to both the student and the Department a written copy of the policies for accepting and refunding deposits, will maintain fully documented and auditable financial records, and will include in each annual report to the Department what percent of deposits were not refunded.
- 11) If the grant recipient operates a fee-based program that provides similar services (i.e., services or instruction in Adult Basic Education, English for Speakers of Other Languages, or Family Literacy services), it will ensure that:
 - a. enrollment will be non-discriminatory; specifically, students will not be directed to either the grant-funded or fee-based program on the basis of skill level or anticipated time to reach goals;
 - b. the resources charged to the ESE grant-funded program, both personnel and non-personnel, will support only the students enrolled in the grant program, and that any services provided to fee-paying students will not be charged to the ESE grant; and,
 - c. fee income from an ABE, ESOL, or Family Literacy program shall not be used as match for the ESE grant-funded program.
- 12) Adults enrolled in the ABE Instructional Grant program will be asked in a neutral manner to provide their Social Security Number and to sign a release of information form for the purpose of facilitating access to appropriate additional and subsequent services, and to follow up on goals attained.
- 13) The grant recipient will ensure that data entry in the System for Managing Accountability and Results Through Technology for ABE (SMARTT ABE), will be brought up to date not less than monthly. The Department reserves the right to deduct funds from the grant award to programs that fail to meet this requirement. The grant recipient is advised that the Department will permanently close off enrollment and attendance data entry for each month by the last day of the second succeeding month, and data may not be allowed to be entered retroactively. If a program misses a data lock-out they can send a hard copy letter to ACLS administrator and copy their PS to request to send their data in after the lock out. Requests will be considered on a case by case basis. Repeated requests may trigger a data and or fiscal audit.
- 14) Fiscal reports and program data will be submitted by the deadlines established by ESE unless the grant recipient acquires a prior written waiver. Failure to submit/transmit timely and accurate reports may result in a suspension of further payments until ESE receives accurate and complete reports. ESE programmatic and fiscal data collection and reporting systems are official records and, as such, any submission of data/information that can reasonably be determined to be known by the grant recipient or that should have been known by the grant recipient to be false is grounds for immediate termination of the grant and the return of all grant funds related to the falsified data/information.

PROGRAMMATIC ASSURANCES:***The grant recipient assures ESE that:***

- 15) When staff turnover occurs, the minimum required qualifications presented in the originally approved grant will be retained for replacement staff. The grant recipient is advised that the staff qualifications included in the grant proposal were considered in scoring the original proposal and thus influenced the decision to fund the proposal, and that any subsequent changes to staff minimum requirements during the multi-year grant period require prior Departmental approval.

Massachusetts Department of Elementary and Secondary Education

FY2017

Name of Grant Program: Adult Basic Education Instructional Grant Programs	Fund Codes: 340/345/359/285/563/287/669
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- 16) The grant recipient is advised that programmatic elements included in the grant proposal and approved grant award, including funded services and location of services, were considered in scoring the original proposal and thus influenced the decision to fund the proposal, and that any subsequent changes during the multi-year grant period to services or their location require prior Departmental approval.
- 17) Student access to computers and technologies described in the proposal will be maintained throughout the multi-year grant period.
- 18) The grant recipient for ABE instruction is prepared to implement a program-wide curriculum aligned with the level-specific standards of the College and Career Readiness Standards for Adult Education.
- 19) The grant recipient for ESOL instruction is prepared to implement a program-wide curriculum that is aligned with the MA ABE Curriculum Framework for ESOL and also incorporates the College and Career Readiness Standards for Adult Education.
- 20) The grant recipient will ensure that all assessment administrators will acquire and maintain the skills necessary to administer and score the required assessments, and that the ABE Instructional Grant program complies with ESE/ACLS assessment policies.
- 21) Where the grant recipient collaborates with other providers in order to provide the required sequence of services, the grant recipient assures ESE that:
 - a. students at all sites have access to advising, technology, and all required services;
 - b. curriculum among collaborating agencies is coordinated with common benchmarks to provide a seamless transition from one level to the next; and,
 - c. services at all sites meet all required standards as outlined in the multi-year Request for Proposals and in the current *Massachusetts Policies for Effective Adult Basic Education*; and,
 - d. the collaboration is documented in a signed Memorandum of Agreement clearly delineating each partner's roles and responsibilities.
- 22) The grant recipient understands that the federal Americans with Disabilities Act, 42 U.S.C. 12101 et seq., places affirmative duties on public and private entities to ensure that individuals with disabilities can access and have equal opportunities to participate in all public services provided by ABE programs. The grant recipient also understands that failure to comply with applicable provisions of the ADA may result in the loss of state and federal ABE funding, and that the Department may inform the federal Office for Civil Rights (OCR) and the Massachusetts Commission Against Discrimination (MCAD) about issues of non-compliance. The grant recipient assures the Department that it understands its obligations under the ADA, and that its ABE program(s) is either ADA compliant or that it has submitted a Transition Plan for barrier removal that will bring the program(s) into compliance.

PROFESSIONAL DEVELOPMENT ASSURANCES:*The grant recipient assures ESE that:*

- 23) The grant recipient will ensure that:
 - a. each staff person has an individual professional development plan and participates in at least 12 paid hours of professional development annually;
 - b. the total professional development hours generated by the ABE Rates System will be utilized to compensate staff for time spent participating in professional development (i.e., the ABE Rates System provides funds equal to 2.5% of each staff person's total paid hours to support staff participation in professional development on paid time); and,
 - c. any professional development hours (provided in the grant) above the minimum of 12 hours per individual will be used solely to support professional development, and will be

Massachusetts Department of Elementary and Secondary Education

FY2017

Name of Grant Program: Adult Basic Education Instructional Grant Programs	Fund Codes: 340/345/359/285/563/287/669
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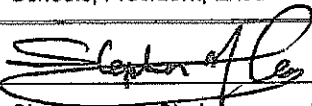
distributed among program staff based on the need to improve student outcomes and support program improvement goals.

- 24) The grant recipient will ensure that all staff participates in state-required trainings as identified in the current *Massachusetts Policies for Effective Adult Basic Education*.
- 25) The grant recipient has adopted and will use effective procedures for acquiring and disseminating to teachers and administrators significant information from the professional development system pertaining to all opportunities for professional development, educational research, demonstrations and similar projects, and for adopting, where appropriate, promising education practices developed through such projects.
- 26) The grant recipient agrees that the Director and staff of the agency will meet all requirements with regard to conference and meeting attendance.

OTHER ASSURANCES:

- 27) The grant recipient is advised that the ESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
- 28) The grant recipient commits to identifying the ESE in any official correspondence as the entity supporting the delivery of services at the program.
- 29) The grant recipient will notify the ESE should it find any new performance criteria and/or standards implemented after the inception of the grant performance period to be unacceptable or contradictory to its organizational goals. In such a case, the grant recipient, upon written notification to the ESE, may choose to terminate its commitment to provide the services outlined in its application or in its application as amended by the ESE and to relinquish the remainder of its award. In such a case, any unexpended funds, inappropriately expended funds, and/or funds still on hand will be returned to the ESE within ninety (90) days of the termination of these services.
- 30) The grant recipient is advised that failure to fulfill the assurances above at any point during the grant cycle may be cause for withholding of payments and/or termination of the grant. The grant recipient will ensure that the administrative costs do not exceed the 25% cap. compliance.
- 31) The grant recipient commits to ACLS policies mandated by the Workforce Innovation and Opportunity Act (WIOA).
32. To the best of our knowledge and belief, the application made herein is in accordance with the terms of the Massachusetts WIOA Combined State Plan. We agree to comply with all the preceding assurances and statements and Commonwealth Terms and Conditions. We further agree that funds will be used as stipulated in the application and that supporting documents for expenditures shall be made available for audit.

32) We hereby certify all of the above:

Molly Fogarty		4/30/16
Typed Name	Signature of Chief Administrative Officer (Superintendent of Schools, President, Executive Director, or Sheriff)	Date
Stephen Cary		7/1/16
Typed Name	Signature of Chairperson of School Committee, Board, or Other Governing Body	Date



City Council

ADOPTED

13

Meeting: 09/12/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3649

Byrne JAG Grant - No Match - \$147,456 (Mayor Sarno)

WHEREAS, the Police Department has been awarded an Edward Byrne Memorial Justice Assistance Grant (JAG) for \$147,456 from the U.S. Department of Justice; and

WHEREAS, the grant is intended to support a broad range of activities to prevent and control crime; and

WHEREAS, the Department intends to use the grant funds for information technology upgrades and new protective equipment for police officers; and

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

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

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

Edward Byrne Memorial Justice Assistance Grant - \$147,456

RESULT: PASSED BY VOICE VOTE



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 15, 2016

The Honorable Domenic J. Sarno
City of Springfield
36 Court Street
City Hall
Springfield, MA 01103-1698

Dear Mayor Sarno:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$147,456 for City of Springfield.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zafra Stork, Program Manager at (202) 598-1483; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

Attachment: JAG Grant Award Letter (3649 : Byrne JAG Grant - No Match - \$147,456)



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	9/7/2016
Department Requesting Grant Setup	Police
Department Phone # (Please include extension)	787-6385
Name and Title of Person to Contact in Case of Questions	Lisa Willis

Was this Grant previously setup for a prior fiscal year? YES
 If yes, please indicate your previous project number: 62416 and 6241B – Requesting this be 62417

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

Grant Type:
 State – Highway
 Federal Pass-Through DOE– School
 Federal Direct– School
 XX Federal – City
 State DOE– School
 State Other – School
 State – City
 Private/Other

Grant Name: FY 2016 JAG Equipment and Technology Upgrade

Total Grant Amount Awarded: \$ 147,456

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

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

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

Entity Name	Executive Office of Public Safety and Security
Contact Person	Corine Pryme
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston, MA
Telephone	(617)725-3370
Fax	(617)725-0267
E-Mail	corine.pryme@MassMail.State.MA.US

Actual Award Date

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Grant is for Police Department Technology

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID #

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

Please list all object codes needed for the grant.

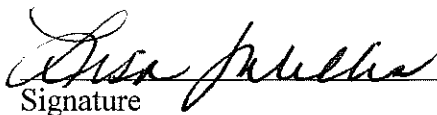
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 26242100

Object Codes: 580600 -\$147,456.00

Budget Roll-Up Codes: Yes

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


Signature

9/7/2016
Date

Please attach the following documents:

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

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

Beth,

This is still in the application process. I started the paperwork so it will be ready when it goes to Council. There has been so many grant items lately that I just want to try to stay on top of the stuff when I find out about it – which is always after the fact anyway. Technically, this would have been the 62416 project code. Maybe a letter can be assigned after the number?

Whatever you decide is fine. Again, I don't even have the award letter or contract yet.

Thanks!

Lisa



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3618 A

14

Mason Square Library Grant - \$145,394.12 (Mayor Sarno)

WHEREAS, the Library Department has been awarded a Donation in the amount of \$145,394.12 from the Springfield Libraries Foundation, Inc ; and

WHEREAS, the donation will fund the operational and capital improvements expenses for the Mason Square Library

WHEREAS, the Department intends to use the grant funds for Mason Square Library operating expenses

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

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

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

SPRINGFIELD LIBRARY FOUNDATION - \$145,394.12

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 7/27/16

Department Requesting Grant Setup Library

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

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

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

If yes, please indicate your previous project number: MSL16

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City -

State DOE– School

State Other – School

State – City

X Private/Other – Springfield Library Foundation

Grant Name: Mason Square Library

Total Grant Amount Awarded: \$145,394.12

Is this a Reimbursable Grant?

(Y/N) N

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

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

Grantor is already in the customer file:

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 7/1/2016

Board Approval Date

Start Date n/a

Expiration Date n/a

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code: 2917610

Object Codes: 501000; 506000; 530105; 580400; 531010; 534050; 542300; 551700;
580600; 542010

Budget Roll-Up Codes: YES

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

____Molly Fogarty_____
Signature

____7/27/16____
Date

Please attach the following documents:

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

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

SPRINGFIELD LIBRARY FOUNDATION, INC.**220 STATE STREET****SPRINGFIELD, MA 01103****July 27, 2016**

T.J. Plante, CAFO

City of Springfield

36 Court Street

Springfield, MA 01103

Dear Mr. Plante

Recently we heard from Lee Fogarty, the Library Director, who has spelled out the need for a modest increase in our ongoing annual subsidy for the Mason Square Library.

She has requested an increase of \$10,981.12 for the new fiscal year. This would be an increase of \$2,745.28 per quarter. Accordingly we will increase our current annual contribution of \$134,413.00 to \$145,394.12

This is in conformance to the wishes of Annie Curran whose generosity has resulted in the abundance of financial support which she donated so many years ago for this purpose.

The Foundation shall render to the City of Springfield quarterly payments on the 30th of July, October, 2016 and January and April of 2017. Each Quarterly payment shall be in the amount of \$36,348.28.

Sincere regards,

Charles V. Ryan, President

Barbara J. Garvey, Treasurer



City Council

ADOPTED

15

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3634 A

Library Trust Income - Annual Amount - \$135,000 (Mayor Sarno)

WHEREAS, the Library Department has been awarded Library Trust Income of 'not to exceed' \$135,000 From the Springfield Library Foundation; and

WHEREAS, the income represents the annual payment to be delivered quarterly to the Library for FY2017;

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

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

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

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

Library Trust Income \$135,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 8/31/16

Department Requesting Grant Setup Library

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

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

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

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

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

X Private/Other Springfield Library Foundation

Grant Name: Trusts & Endowments

Total Grant Amount Awarded: \$135,000.00

Is this a Reimbursable Grant?

(Y/N) N

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

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

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 8/26/2016

Board Approval Date

Start Date n/a

Expiration Date n/a

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code: 8233; 8232; 8229; 8228

Object Codes: 551300

Budget Roll-Up Codes: Yes

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

Molly Fogarty 8/31/2016
Signature Date

Please attach the following documents:

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

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

SPRINGFIELD LIBRARY FOUNDATION, INC.

220 State Street
Springfield, MA 01103

August 26, 2016

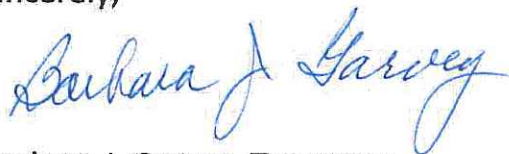
Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Lee:

The Springfield library Foundation forwarded to the Springfield Library Department for Fiscal Year 2015 a total of \$201,138 for the purchase of library materials from the following four trusts, administered by the Bank of America: the William B. Walker Trust, the James B. Corcoran Trust, the James J. Garvey Trust, and the Horace Moses Trust. In Fiscal Year 2016 we forwarded the trust income from these same four trusts totaling \$143,779.97.

However, based on the projections from Bank of America, the trustee for these accounts, we are estimating that during Fiscal Year 2017 the Foundation will render to the City of Springfield quarterly payments of income from the above named trusts in an approximate annual amount of \$135,000.00 to be used for the purchase of Library Materials.

Sincerely,



Barbara J. Garvey, Treasurer



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3620

16

FY17 MassCALL II Grant- \$100,000.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services (“Department”) has been awarded an a grant (contract) of \$100,000.00 from the Mass Department of Public Health, Bureau of Substance Abuse Services; and

WHEREAS, the opioid related overdoses was selected among substance abuse issues of greatest concern in the Commonwealth, and MassCALL II is an initiative to reduce opioid overdoses; and

WHEREAS, the Department intends to use the funds to provide MassCALL II prevention services during the period July 1, 2016 through June 30, 2017; and

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

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

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

FY17 MassCALL II Grant- \$100,000.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request 8/4/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

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

If yes, please indicate your previous project number: MSAC6

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

Xx State – City

Private/Other

Grant Name: MOAPC

Total Grant Amount Awarded: \$100,000.00

Is this a Reimbursable Grant?

(Y/N) YES

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

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

Grantor is already in the customer file:

Entity Name	DPH
Contact Person	Fernando Perfas
Street Address	250 Washington St, 3 rd Floor
City, State, Zip Code	Boston, MA 02108
Telephone	617-624-5142
Fax	617-624-5185
E-Mail	Fernando.Perfas@MassMail.State.MA.US

Actual Award Date

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant
Mass. Opioids Abuse Prevention Collaborative

Comments re: Conditions/Restrictions of Grant
See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # : INFT2354M04301822065

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Monthly

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

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

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

Org Code: 28975200

Object Codes: 501000/517010/517020/530105/531020/551700/569300/571100/578700

Budget Roll-Up Codes: YES

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

Signature

Date

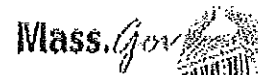
8/4/2016

Please attach the following documents:

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

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

Health and Human Services



Staff Name : Lorene Leembruggen Organization Name : City of Springfield ☒ Mass.Gov Home ☒ State Government ☒ State
Online Services

Home Billing Contracts Report Help Logout

Current Location: Billing: Invoice Search > Invoice Summary

Invoice
» Summary
» Personnel Summary
» Invoice Assessment
» Invoice Notes
» CR-Service Delivery Report

Invoice #808781

Update Invoice

Corporate Name:	City of Springfield	State Agency Name:	Bureau of Substance Abuse Services
Vendor Customer Code:	VC0000192140	Invoice Status:	Draft
Service Contract Number:	INTF2354M04301822085	Service Contract Amendment Number:	
Billing Period:	07/01/2016 - 07/31/2016	Invoice Reference Number:	
Supporting Documentation Reference Number:		Supporting Documentation Description:	
Supporting Documentation Type:		Invoice Type:	Regular
Monthly Service Narrative:			

Activity:4940 MOAPC Budget:1

Line Item Budget Component	Category	FTE	Reimbursable Cost	Balance to Date	Invoice Amount	Current Balance
<u>102 Program Director</u>	1-Direct Care / Program Staff	1	\$48,644.00	\$48,644.00	\$0.00	\$48,644.00
<u>150 Payroll Taxes</u>	1-Direct Care / Program Staff	0	\$2,432.00	\$2,432.00	\$0.00	\$2,432.00
<u>151 Fringe Benefits</u>	1-Direct Care / Program Staff	0	\$16,539.00	\$16,539.00	\$0.00	\$16,539.00
<u>201 Direct Care Program Consultants</u>	2-Other Direct Care/Program Resources		\$18,931.00	\$18,931.00	\$0.00	\$18,931.00
<u>204 Staff Training</u>	2-Other Direct Care/Program Resources	0	\$2,250.00	\$2,250.00	\$0.00	\$2,250.00
<u>205 Staff Mileage/Travel</u>	2-Other Direct Care/Program Resources	0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
<u>206 Subcontracted Direct Care</u>	2-Other Direct Care/Program Resources	0	\$0.00	\$0.00	\$0.00	\$0.00

Invoice Summary

Page 2 of 2

207 Meals	2-Other Direct Care/Program Resources	0	\$0.00	\$0.00	\$0.00	\$0.00
216 Program Supplies, Materials and Expendable Items of Equipment and Furnishings	2-Other Direct Care/Program Resources	0	\$2,304.00	\$2,304.00	\$0.00	\$2,304.00
216 Program Support	2-Other Direct Care/Program Resources	0	\$0.00	\$0.00	\$0.00	\$0.00
410 Agency and Program Administration and Support	4-Administrative Support	0	\$6,400.00	\$6,400.00	\$0.00	\$6,400.00
Total		1.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00

☐ By checking this box, you hereby confirm that by clicking the "Authorize" or "Release" button below, you are providing data that is complete and accurate in all respects, and that you have been given authority by your organization to submit such data through EIM. If after submission of this record you determine that it is incorrect, you can submit a supplemental transaction to correct it. Please see the user guide for instructions on submitting supplemental transactions.

Run CR Invoice Report

Last Modified:	
Authorized By:	
Released By:	
Created By:	Lorene Leembruggan 07/28/2016 03:34 PM



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3619

17

Massachusetts Substance Abuse Collaborative - No Match Required \$100,000 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department has been awarded a Massachusetts Substance Abuse Collaborative Grant of \$100,000.00 from the DPH Bureau of Substance Abuse Services; and

WHEREAS, the purpose of the grant is to develop local strategies for prevention of opioid abuse, underage drinking and other drug use.

WHEREAS, the Department intends to use the grant funds to fulfill the requirements specified by the grant; and

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

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

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

**Massachusetts Substance Abuse Collaborative - No Match Required
\$100,000**

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request 8/4/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

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

If yes, please indicate your previous project number: MSAC6

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

Xx State – City

Private/Other

Grant Name: SAPC

Total Grant Amount Awarded: \$100,000.00

Is this a Reimbursable Grant?

(Y/N) YES

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

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

Entity Name	DPH
Contact Person	Fernando Perfas
Street Address	250 Washington St, 3 rd Floor
City, State, Zip Code	Boston, MA 02108
Telephone	617-624-5142
Fax	617-624-5185
E-Mail	Fernando.Perfas@MassMail.State.MA.US

Actual Award Date

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Substance Abuse Prevention Collaboration

Comments re: Conditions/Restrictions of Grant

See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # : INFT2354M04160222094

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Monthly

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

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

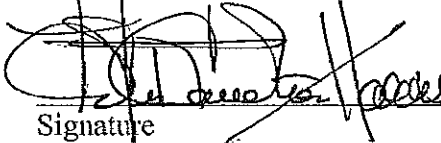
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28975200

Object Codes: 501000/517010/517020/530105/531020/551700/569300/571100/578700

Budget Roll-Up Codes: YES

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


Signature

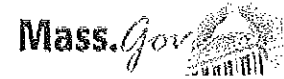
8/3/2016
Date

Please attach the following documents:

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

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

Health and Human



Services

Staff Name : Lorene Leembruggen Organization Name : City of Springfield ☒ Mass.Gov Home ☒ State Government ☒ State
Online Services

Home Billing Contracts Report Help Logout

Current Location: Billing: Invoice Search > Invoice Summary

Invoice
» Summary
» Personnel Summary
» Invoice Assessment
» Invoice Notes
» CR-Service Delivery Report

Invoice #808782

Update Invoice

Corporate Name:	City of Springfield	State Agency Name:	Bureau of Substance Abuse Services
Vendor Customer Code:	VC6000192140	Invoice Status:	Draft
Service Contract Number:	INTF2354M04160222094	Service Contract Amendment Number:	
Billing Period:	07/01/2016 - 07/31/2016	Invoice Reference Number:	
Supporting Documentation Reference Number:		Supporting Documentation Description:	
Supporting Documentation Type:		Invoice Type:	Regular
Monthly Service Narrative:			

Activity:4941 BSAS Substance Abuse Prevention Budget:1

Line Item Budget Component	Category	FTE	Reimbursable Cost	Balance to Date	Invoice Amount	Current Balance
102 Program Director	1-Direct Care / Program Staff	0.1	\$6,611.00	\$6,611.00	\$0.00	\$6,611.00
103 Assistant Program Director	1-Direct Care / Program Staff	1	\$21,981.00	\$21,981.00	\$0.00	\$21,981.00
150 Payroll Taxes	1-Direct Care / Program Staff	0	\$2,353.00	\$2,353.00	\$0.00	\$2,353.00
151 Fringe Benefits	1-Direct Care / Program Staff	0	\$9,721.00	\$9,721.00	\$0.00	\$9,721.00
201 Direct Care Program Consultants	2-Other Direct Care/Program Resources		\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
205 Staff Mileage/Travel	2-Other Direct Care/Program Resources		\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
206 Subcontracted	2-Other Direct Care/Program	0	\$14,889.00	\$14,889.00	\$0.00	\$14,889.00

<u>Direct Care</u>	Resources					
<u>215 Program Supplies, Materials and Expendable Items of Equipment and Furnishings</u>	2-Other Direct Care/Program Resources		\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
<u>216 Program Support</u>	2-Other Direct Care/Program Resources		\$15,945.00	\$15,945.00	\$0.00	\$15,945.00
<u>410 Agency and Program Administration and Support</u>	4- Administrative Support		\$6,500.00	\$6,500.00	\$0.00	\$6,500.00
Total		1.10	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00

☐ By checking this box, you hereby confirm that by clicking the "Authorize" or "Release" button below, you are providing data that is complete and accurate in all respects, and that you have been given authority by your organization to submit such data through EIM. If after submission of this record you determine that it is incorrect, you can submit a supplemental transaction to correct it. Please see the user guide for instructions on submitting supplemental transactions.

[Edit Invoice](#)
[Release Invoice](#)
[Delete Invoice](#)
[Run CR Invoice Report](#)

Last Modified:	
Authorized By:	
Released By:	
Created By:	Lorene Leembruggen 07/28/2016 03:35 PM



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3617

18

FY17 GSSSI Grant Acceptance - in Kind Match (\$92,400) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Title III Grant of \$92,400.00 from the Greater Springfield Senior Services Inc. (GSSSI) from the period of October 1, 2016 to September 30, 2017; and

WHEREAS, the grant is to provide outreach, advocacy, information and referral services to seniors;

WHEREAS, the Department intends to use the grant funds to encourage senior participation in programs, conduct follow-up home visits, give referrals, provide client advocacy, help the elder or caregiver in receiving or providing quality care, give the community presentations and collaborate with agencies and businesses to assist seniors that are in dept, under-insured, uninsured or homeless; and

WHEREAS, the total cost of the program/service is \$108,707; and

WHEREAS, the grant will pay for 85% of the total cost, which is \$92,400.00, and requires the City to match 15% (in-kind), totaling \$16,307.00, *to be supported by the City of Springfield Elder Affairs budget/account;*

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

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

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

FY17 GSSSI Grant Acceptance - \$92,400.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 7/14/2016

Department Requesting Grant Setup DEA (541)

Department Phone # (Please include extension) 886-5223

Name and Title of Person to Contact in Case of Questions Carol K. Gasque, Fiscal Mgr.

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

If yes, please indicate your previous project number: 81016

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) NO If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

XXXX Private/Other

Grant Name: Greater Springfield Senior Services, Inc.(GSSSI)

Total Grant Amount Awarded: \$92,400.00

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

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

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

Entity Name	Greater Springfield Senior Services, Inc.
Contact Person	Mary L. Jenewin-Caplin, Director
Street Address	66 Industry Avenue, Suite 9
City, State, Zip Code	Springfield, MA
Telephone	413-781-8806 ext.162
Fax	
E-Mail	Mary.Jenewin-Caplin@gsssi.org

Actual Award Date	7/7/2016
Board Approval Date	
Start Date	10/1/2016
Expiration Date	9/30/2017
Renewal Action Date (optional)	YES
If there are any Matching Funds:	YES
Type	INKIND
Percent	18%
Amount	16,307
Is there any Leverage?	
Source	
Amount	

Comments re: Description/Purpose of Grant
Outreach and Direct Assistance Services

Comments re: Conditions/Restrictions of Grant
Per attached contract and budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: GSSSI-REQUEST GRANT SETUP FY17 (3617 : FY17 GSSSI Grant Acceptance in Kind Match (\$92,400))

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

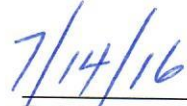
Org Code: 28105410

Object Codes:

Budget Roll-Up Codes: ALL

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


Signature


Date

Please attach the following documents:

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

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



July 7, 2016

Ms. Janet Rodrigues Denney, Director of Elder Affairs
Springfield Department of Elder Affairs
1600 East Columbus Avenue
Springfield, MA 01103

Dear Ms. Denney,

I am pleased to inform you, Greater Springfield Senior Service's Board of Directors has voted to award Springfield Department of Elder Affairs with a Title III grant in the amount of \$92,400 for Outreach Services for the Federal Fiscal Year beginning October 1, 2016 through September 30, 2017. This funding opportunity comes with a renewal for one additional year contingent on satisfactory fulfillment of all terms and conditions of the grant, and available funding to our agency.

Enclosed you will find the Title III grant agreement (2 copies) please sign one (page 3) and return to GSSSI ATTN: MJCaplin.

Monthly invoice/report forms will be sent electronically. Please distribute to the personnel responsible for providing/reporting on this service. These are due on the 15th of the month following the month of service; except for the month of June, which is due on July 10, 2017.

This agreement requires that you identify Greater Springfield Senior Services, Inc. as a funding source in any brochure, newsletter or other publication describing the program funded under this agreement.

Please do not hesitate to call us if you have questions. We look forward to our partnership with your agency in serving older adults in your community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elaine", is written over a light blue circular background.

Elaine Massery
Executive Director

Income	2016	2017	Description of Changes
GSSSI Title III Grant	92,400.00	92,400.00	
Matching Dollar			
Donation	250.00	-	
Monthly Parking	3,500.00	3,500.00	
Fringe 15%	-	11,000.00	
DEA Director supervision 2 hours/week	6,240.00	4,552.00	
Fiscal/Manager 2 hours per week	4,746.00	2,774.00	
Total	107,136.00	114,226.00	
Expenses			
2 FTE Outreach Coordinator/Outreach Worker	65,208.00	71,214.00	
Fringe 19%	16,302.00	13,180.00	
Professional Services	1,500.00	500.00	
Other Supplies	500.00	500.00	
Travel	2,000.00	1,000.00	
6.50% Administrative	8,461.00	6,006.00	
Matching Dollar			
Monthly Parking	3,500.00	3,500.00	
Fringe 15%	-	11,000.00	
DEA Director supervision 2 hours per week	6,240.00	4,552.00	0
Fiscal/Manager 2 hours per week	4,746.00	2,774.00	
Total	108,457.00	114,226.00	



City Council

ADOPTED

19

Meeting: 09/12/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3612

Jail Diversion Program Grant - No Match Required - \$80,000 (Mayor Sarno)

WHEREAS, the Springfield Police Department ("Department") has been awarded a Jail Diversion Program grant of \$80,000.00 From the Massachusetts Department of Mental Health; and

WHEREAS, the purpose of the grant is to continue expansion of the Crisis Intervention Team during fiscal year 2017; and

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

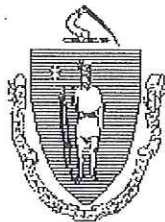
WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

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

Jail Diversion Program Grant - \$80,000

RESULT: PASSED BY VOICE VOTE



The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Mental Health

25 Staniford Street

Boston, Massachusetts 02114-2575

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

JOAN MIKULA
Commissioner

(617) 626-8000
www.mass.gov/dmh

FY 2017

Approved Contract

DATE:

7/5/16

VENDOR:

City of Springfield - Police Department

PROGRAM:

Jail Diversion

SC #:

SCDMH822015083450000

.....

Please find enclosed an approved copy of your FY2017 contract with the Department of Mental Health, Central Office.

If you should have any questions, please feel free to call me @ 617/626-8006.

Maureen Giacchino

Maureen Giacchino
Contract Manager

FY17 = \$80,000.00

Enclosure

R:\Shared\Dept\Accnt\2017Contracts\FY2017ApprovedAmendmentLetters



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

CONTRACTOR LEGAL NAME: City of Springfield/Springfield Police Dept (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Mental Health	
Legal Address: (W-9, W-4,T&C): 130 Pearl Street, Springfield, MA 01105		MMARS Department Code: DMH	
Contract Manager:		Business Mailing Address: 25 Staniford St., Boston, MA 02114	
E-Mail:		Billing Address (if different):	
Phone:		Contract Manager: Maureen Giacchino	
Fax:		E-Mail: Maureen.giacchino@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-626-8006 Fax: 617-626-8014	
Vendor Code Address ID (e.g. "AD001"): AD 001		MMARS Doc ID(s): SCDMH822015083450000	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: BD151022DMH088220A00000002269	
NEW CONTRACT		X CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30</u> , 20 <u>16</u>	
☐ Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ <u>80,000.00</u> (or "no change")	
☐ Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		☒ Amendment to Scope or Budget (Attach updated scope and budget)	
☐ Emergency Contract (Attach justification for emergency, scope, budget)		☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
☐ Contract Employee (Attach Employment Status Form , scope, budget)		☐ Contract Employee (Attach any updates to scope or budget)	
☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>220,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal for FY17			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date .			
☒ 2. may be incurred as of <u>7/1</u> , 20 <u>16</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date .			
☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , 20 <u>17</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>6/22/16</u>		X: <u>[Signature]</u> Date: <u>6/30/16</u>	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Domenic J. Sarno</u>		Print Name: <u>James Bedasman</u>	
Print Title: <u>Mayor, City of Springfield</u>		Print Title: <u>Director of Account</u>	



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	7/15/2016
Department Requesting Grant Setup	Police
Department Phone # (Please include extension)	X6385
Name and Title of Person to Contact in Case of Questions	Lisa Willis

Was this Grant previously setup for a prior fiscal year? YES
If yes, please indicate your previous project number: 18936

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) NO If yes, please attach a copy of the Approved Form.

Grant Type:

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

Grant Name: Jail Diversion/CIT RFR

Total Grant Amount Awarded: \$ 60,000FY 2015 / \$80,000 FY 2016/\$80,000
FY2017

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

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

Actual Award Date 3/30/2015

Board Approval Date

Start Date 7/1/2015

Expiration Date 6/30/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant
Crisis Intervention Team Expansion

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

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

Budget Roll-Up Codes:

6-16-2016 Budget Amendment

28952100 – 506000 – 1893 \$70,000

289521100 – 530105 – 1893 \$10,000

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


Signature

7/15/2016
Date

Please attach the following documents:

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

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



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3622

20

Police Department Donations - \$39,941.85 (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded donations totaling \$39,941.85 From various individuals and organizations; and

WHEREAS, the funds provided by the donors were designated for the Police Department's Donation Fund; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in the Attachment; and

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

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

Police Department Donations - \$39,941.85

RESULT: PASSED BY VOICE VOTE

SPRINGFIELD POLICE DEPARTMENT FY17 DONATIONS

Date	Donator	Address	Purpose	Amount
7/5/2016	Crack Sealing	Unknown	Admin	\$ 100.00
7/5/2016	C3 Forest Park Sattal	C3 Forest Park	C3 Forest Park	\$ 800.00
42613	Pugliese, Dooley, Skrzniarz	Unknown	Admin	\$ 20.00
8/20/2016	Robert Blake	Love On Blue	Admin	\$ 296.70
9/6/2016	Focus Springfield	95 State Street, Springfield, MA 01103	Roosecelt Tower Upgrades	\$ 38,725.15
Total				\$ 39,941.85

Attachment: Police Donations (3622 : Police Department Donations - \$39,941.85)



City Council

ADOPTED

21

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3636

TJO License Plate Grant - No Match Required \$12,000 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded a "Massachusetts Animal Coalition's License Plate" Grant of \$12,000.00 from the Massachusetts Animal Coalition for the grant period July 1, 2016 through June 30, 2017; and

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

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

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

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

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

TJO License Plate Grant - No Match Required \$12,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 8/16/16

Department Requesting Grant Setup Animal Control 292

Department Phone # (Please include extension)

781-1022
Name and Title of Person to Contact in Case of Questions

Pam Peebles - Director

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 19516

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

(Y/N)

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: License plate Grant

Total Grant Amount Awarded: \$ 12,000.00

Is this a Reimbursable Grant?

(Y/N) 0

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

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

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

Actual Award Date

7/12/16

Board Approval Date

Start Date

8/1/16

Expiration Date

6/30/17

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

SPAY/NEUTER of shelter animals done at Dakin Humane Society

Comments re: Conditions/Restrictions of Grant

N/A

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID #

N/A

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

N/A

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

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

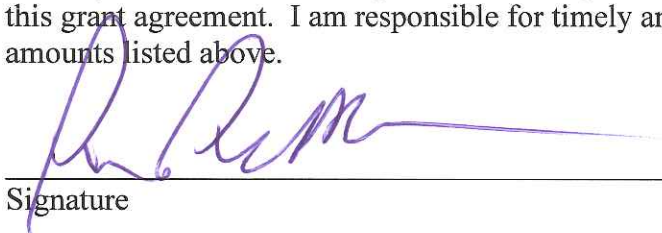
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 0129235

Object Codes: 530105

Budget Roll-Up Codes:

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


Signature

8/16/16
Date

Please attach the following documents:

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

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



*Working together to decrease the number of
neglected, displaced & abused animals in Massachusetts.*

7/12/2016

Pam Peebles
Thomas J. O'Connor Animal Control and Adoption Center
627 Cottage Street
Springfield, MA 1104

Dear Pam Peebles,

We are pleased to inform you that the Massachusetts Animal Coalition's "I'm Animal Friendly" License Plate Program will grant you \$12000 in funding for spay and neuter services. The grant period will run from August 1, 2016 through June 30, 2017.

Successful grant applicants had applications that detailed a clearly defined plan with attention to efficient use of funds, impacted overpopulation in their targeted areas, negotiated lower cost spay/neuter surgeries, and demonstrated collaborative partnerships with other organizations.

Unfortunately, as is always the case, there were not enough funds available to fully fund all requests.

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

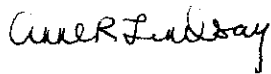
- Submit an interim and final report, detailing expenditures and project results, on a form MAC has updated for the new grant year. We will send you the form to be filled out for both of the above reports. You will need to set up your email to accept messages from info@massanimalcoalition.org and info@massanimalcoalition.com. If you do not receive a form prior to the due date of the interim and final reports please check your spam folder and/or contact us. It is your responsibility to contact us if you have not received this email. If we do not receive reports by the due date you may be ineligible for the next grant cycle. We reserve the right to request documentation, such as receipts. Interim reports will be due on January 15, 2017. Final reports will be due upon completion of your project or by July 15, 2017, whichever comes first. We will email a reminder and the 2016 grant award report forms will also be available on the MAC website.
- Use funds from the license plate grant for **spay/neuter services for Massachusetts animals only**. Ineligible use of license plate grant funds includes, for example, purchases of items and/or services such as equipment, vaccines, flea and tick treatment, microchipping and wellness exams.
- Advertise the "I'm Animal Friendly" License Plate in your facility, newsletter, on social media, at events, at local businesses, etc. Additionally, you/your organization agrees to help staff general information booths about the "I'm Animal Friendly" License Plate and/or display License Plate Program materials in your organization's booth at special events. You will be contacted by our marketing consultant who will provide marketing and press release templates, and opportunities to promote the license plate. Please contact us if you have specific ideas for how you would like to market the plates so we can coordinate efforts with you.

- Work with MAC's marketing consultant on press releases about your organization's success stories as a result of using the granted funds.
- In all printed matter, press releases and other local announcements regarding this project, acknowledge the funding support provided by MAC's "I'm Animal Friendly" License Plate Program.
- Monies not used for the purpose intended shall be returned to MAC promptly at the end of the grant period, July 15, 2017.

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

Thank you for the work that you do. We wish you luck with your project. We know it will be challenging, but your obvious commitment will benefit not only your program but also our Massachusetts animals.

Sincerely,



Anne Lindsay
President of the Massachusetts Animal Coalition

In order to acknowledge these terms and conditions, a signed copy of this letter should be returned within 15 days to: **Massachusetts Animal Coalition, PO Box 766, Westborough, MA 01581** or scanned to info@massanimalcoalition.org. (Please note that this may be a different address from what you may have used in the past.)

Name: Pam Peebles (signature)  (printed)

Organization: TJO Animal Control and Adoption Center

Address to which grant award check should be mailed:

627 Cottage St. Springfield, MA 01104



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3635

22

Science on the Go Grant - No Match Required \$1,000.00 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a "Science on the Go Grant" of \$1,000.00 From the Rotary Club of Springfield; and

WHEREAS, the grant to promote science and technology exploration and learning with elementary age students; and

WHEREAS, the Department intends to use the grant funds to create Science on the Go kits to be used at the library and at community organizations; and

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

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

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

Science on the Go Grant - No Match Required \$1,000.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	8/22/16
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828
Name and Title of Person to Contact in Case of Questions	C Leaders, Bus Mgr
Was this Grant previously setup for a prior fiscal year? NO	
If yes, please indicate your previous project number:	
If this is a new Grant, have you filled out the “Approval to apply for a grant” Form? (Y/N) If yes, please attach a copy of the Approved Form.	

Grant Type:

	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
	Federal – City
	State DOE– School
	State Other – School
	State – City
X	Private/Other – Rotary Club of Springfield

Grant Name: Science on the Go

Total Grant Amount Awarded: \$1,000

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

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

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

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 8//2016

Board Approval Date

Start Date 8/2016

Expiration Date 6/30/17Science on

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code:

Object Codes: 501000 530105 551700 571100 551300 524020 531040

Budget Roll-Up Codes: YES

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

____Molly Fogarty____
Signature

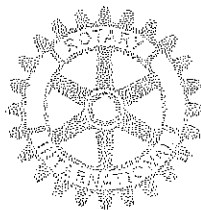
____6/12/2015_____
Date

Please attach the following documents:

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

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

Rotary



Molly Fogarty, Library Director

Springfield City Library

220 State Street

Springfield MA 01103

Dear Ms. Fogarty,

The Springfield Rotary Club is pleased to award the Springfield City Library a check for \$1000 for the purpose of creating **Science on the Go** kits to be used at the library and at community organizations to promote science and technology exploration and learning with elementary age students.

Your project supports the Springfield Rotary Club's principles and ideals, including supporting education. We are pleased to help you with this endeavor. To participate as a Rotary guest speaker and to give an update on how successful the project went, please contact the below email to schedule a visit!

Sincerely,

Alicia Garcia

Service Committee Chairman

rotaryclubofspringfield@outlook.com



Service Above Self

Rotary Club of Springfield, PO Box 1033, Springfield, MA 01101



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3626

23

Bills of Prior Year - Various Departments (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached Schedule One may pay bills from a previous fiscal year totaling \$14,585.62; and

WHEREAS, the departments listed on Schedule One will make payment for unpaid bills of a previous fiscal year from their FY17 General Fund Operating Budgets; and;

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY17 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: September 12, 2016
Re: Order for Council Meeting – September 12, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 12, 2016 Council meeting, which will pay prior years' invoices totaling \$14,585.62.

Background: This is a request to allow various City departments to pay previous years bills from the current year (FY17) budget. Listed below are the department invoices, due dates, reason and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
DPW	9-20165 & 9-25876	Jack Young Company	5/9/2016	FY16 Services Rendered	\$ 600.00
DPW	3023386	The Republican	6/30/2016	FY16 Advertising Expense	\$ 215.55
Facilities	N/A	Pine Point Community Council	6/30/2016	Pine Point Lease	\$ 9,400.00
Facilities	4024358	Home Depot	5/4/2016	FY16 Services Rendered	\$ 14.97
Facilities	1108895	Ivey Industries	6/13/2016	FY16 Services Rendered	\$ 127.18
Facilities	Various	Rest In Peace Pest Control	June	Extermination services in municipal buildings	\$ 126.00
Law	Various	Accurate Court Reporting, Inc.	June	FY16 Services Rendered	\$ 792.10
Law	Various	Essex County Sheriff's Department	June	FY16 Services Rendered	\$ 234.10
Law	Various	Hampden County Sheriff's Department	June	FY16 Services Rendered	\$ 2,140.00
Law	Various	Middlesex County Sheriff's Department	June	FY16 Services Rendered	\$ 98.22
Law	2530601-Q22016	Pacer	6/30/2016	FY16 Services Rendered	\$ 23.70
Law	Various	Veritext	6/16/2016	FY16 Services Rendered	\$ 554.55
Mayor	N/A	Petty Cash Reimbursement	June	Food, Stamps and Travel Reimbursements	\$ 197.80
Mayor	Various	Belmont Standard	June	To pay for bottled water from previous year	\$ 14.45
Police	1204548682	Concentra	5/17/2016	FY16 Services Rendered	\$ 47.00
Total					\$ 14,585.62

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

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

Attachment: FY17 CAFO Certification BOPY (3626 : Bills of Prior Year - Various Departments)

Schedule One
Bills of Prior Year
September 12, 2016

Department	Invoice #	Vendor	Date
DPW	9-20165 & 9-25876	Jack Young Company	5/9/2016
DPW	3023386	The Republican	6/30/2016
Facilities	N/A	Pine Point Community Council	6/30/2016
Facilities	4024358	Home Depot	5/4/2016
Facilities	1108895	Ivey Industries	6/13/2016
Facilities	Various	Rest In Peace Pest Control	June
Law	Various	Accurate Court Reporting, Inc.	June
Law	Various	Essex County Sheriff's Department	June
Law	Various	Hampden County Sheriff's Department	June
Law	Various	Middlesex County Sheriff's Department	June
Law	2530601-Q22016	Pacer	6/30/2016
Law	Various	Veritext	6/16/2016
Mayor	N/A	Petty Cash Reimbursement	June
Mayor	Various	Belmont Standard	June
Police	1204548682	Concentra	5/17/2016
Total			

Attachment: 9-12-16 Prior Years Bill Schedule 1 (3626 : Bills of Prior Year - Various Departments)

		ORG / Object
Reason	Amount	
FY16 Services Rendered	\$ 600.00	
FY16 Advertising Expense	\$ 215.55	
Pine Point Lease	\$ 9,400.00	
FY16 Services Rendered	\$ 14.97	
FY16 Services Rendered	\$ 127.18	
Extermination services in municipal buildings	\$ 126.00	
FY16 Services Rendered	\$ 792.10	
FY16 Services Rendered	\$ 234.10	
FY16 Services Rendered	\$ 2,140.00	
FY16 Services Rendered	\$ 98.22	
FY16 Services Rendered	\$ 23.70	
FY16 Services Rendered	\$ 554.55	
Food, Stamps and Travel Reimbursements	\$ 197.80	
To pay for bottled water from previous year	\$ 14.45	
FY16 Services Rendered	\$ 47.00	
	\$ 14,585.62	

Purchase Order



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3627

24

Bills of Prior Year - School Department (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached Schedule One may pay bills from a previous fiscal year totaling \$739,378.60; and

WHEREAS, the departments listed on Schedule One will make payment for unpaid bills of a previous fiscal year from their FY17 General Fund Operating Budgets; and;

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY17 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: September 12, 2016
Re: Order for Council Meeting – September 12, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 12, 2016 Council meeting, which will pay prior years' invoices totaling \$739,378.60.

Background: This is a request to allow the School Department to pay previous years bills from their current year (FY17) budget. Listed below are the department invoices, due dates, reason and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
School	Various	First Student, Inc.	June	Pay for transportation expenses	\$739,378.60
Total					\$739,378.60

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

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

Attachment: FY17 CAFO Certification BOPY- School Transportation (3627 : Bills of Prior Year - School Department)

Schedule One
Bills of Prior Year
September 12, 2016

Department	Invoice #	Vendor	Date
School	Various	First Student, Inc.	June
Total			

Reason	Amount
Pay for transportation expenses	\$ 739,378.60
	\$ 739,378.60



City Council

ADOPTED

Meeting: 09/12/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3638

25

Transfer from Self Insurance Stabilization Fund to Law Settlement Claims Account (\$97,364.87) (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 40, Section 5B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$97,364.87 from Self Insurance Stabilization - Other Financing Use to the Law Department Settlement Account for a settlement against the City.

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$97,364.87 from Self Insurance Stabilization Fund to the Law Department Settlement Account.

From: Self Insurance Stabilization Fund - Other Financing Use

8219-00-00-0000-0000-0010-000000-0000000-701000 **\$97,364.87**

To: Law Department - Settlement Claims

0100-10-151-0000-0000-0010-000000-0000000-576400 **\$97,364.87**

This order requires a 2/3 Vote

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: September 7, 2016
Re: Order for Council Meeting – September 12, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 12, 2016 Council meeting that requests a transfer of \$97,364.87 from Self Insurance – Other Financing Use to the Law Department Settlement Claims line item.

Background: The City is required to pay a judgment in the amount of \$97,364.87. This transfer will increase the Settlement Claims line item and fully fund the amount owed by the City.

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

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



City Council

ADOPTED

26

Meeting: 09/12/16 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3646

Authorizing the Mayor to Execute a Quitclaim Deed for the Sale of 20 Elmwood Street (Mayor Sarno)

Please see attached materials

Please see attached materials

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

Order Authorizing the Transfer of Real Property known as 20 Elmwood Street to Balise Automotive Realty

(Mayor Sarno)

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as 20 Elmwood Street (Parcel #04590-0007), Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS , the City issued a Request for Proposals (#16-138) for the disposition and redevelopment of the Property, which has a City assessed value of two hundred seventy four thousand and two hundred dollars (\$47,600); and

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

WHEREAS, on or about April 20, 2016, was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Balise Automotive Realty have completed due diligence actions at the Property, and have received the approval of the City of Springfield Office of Planning and Economic Development and subject to the approval of the Office of City Engineering

WHEREAS, the RFP Selection Committee believed the proposal from Balise Automotive Realty benefits the city by safely remediating and redeveloping the existing property to establish and enhance commercial tenancy at the Property; and

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves the transfer of the Property known as 20 Elmwood Street (Parcel # 04590-0007), Springfield, Massachusetts to Balise Automotive Realty, for the price of fifty thousand dollars (\$50,000), and authorizes the Mayor to execute Land Disposition Agreement and Quitclaim Deed documents, in substantially the same form as those included in the attached Exhibit A.

EXHIBIT A

{draft}

LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ____ day of September, 2016 by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the “City”) and **BALISE AUTOMOTIVE REALTY**, a Massachusetts domestic corporation with a last and usual address at _____ (the “Redeveloper”) (the City and the Redeveloper being collectively referred to herein as the “Parties” and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #16-138 (“RFP”), for the sale and redevelopment of a City-owned property known as 20 Elmwood Street (Parcel #04590-0007), Springfield, Massachusetts (the “Property”); and

WHEREAS, on or about March 25, 2016, the Redeveloper submitted a response to the RFP, and on or about April 20, 2016, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Redeveloper shall develop the Property by demolishing the existing structure at the property, and redeveloping the property for commercial purposes, as determined by the City of Springfield Office of Planning and Economic Development, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property “as is” and is willing to accept all environmental liability for any and all conditions at the Property; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP issued by the City for the purchase and redevelopment of the Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 101: Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) “Architect” shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts and otherwise reasonably acceptable to the City.
- b) “Certificate of Completion” shall have the meaning set forth in Section 304 hereof.
- c) “Closing” shall have the meaning set forth in Section 204 of this Agreement.
- d) “Closing Date” shall mean the date referred to in Section 204 of this Agreement.
- e) “Codes” shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- f) “Deed” shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts (“Registry”), whereby the Property is conveyed to the Redeveloper.
- g) “Design Proposal” shall mean a submittal by the Redeveloper that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.
- h) “Development Review” shall mean the review of the Project undertaken by the OPED following the internal policies and procedures currently used by OPED in completing a Site Plan Review. Such review is anticipated to include OPED review and approval of the Design Proposal, the Preliminary Drawings and Specifications, and the Final Drawings and Specifications. Each phase of Development Review will be completed by the issuance of an approval letter from the OPED.
- i) “Event of Default” shall have the meaning set forth in Section 702(a).
- j) “Final Drawings and Specifications” shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted to and approved by the OPED.
- k) “Improvements” shall mean the demolition of the existing structure at the property, and the redevelopment of the property for commercial purposes as determined by the City of Springfield Office of Planning and Economic Development.
- l) “Lenders” shall have the meaning set forth in Section 402(b).
- m) “OPED” shall mean the City of Springfield Office of Planning and Economic Development.

- p) “Project” shall mean the permitting and construction of the Improvements.
- q) “Preliminary Drawings and Specifications” shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal.
- r) “Property” as defined in the first WHEREAS clause.

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

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

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in an “as is” condition. The Redeveloper agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Redeveloper represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment

The purchase price (“Purchase Price”) for the Property shall be Fifty Thousand Dollars (\$50,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on or before October 1, 2016, or such other date as may be agreed upon by the parties, and shall occur at the City’s Office of Planning and Economic Development (“OPED”) at 70 Tapley Street, Springfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the “Closing.”

Section 205: Title and Instrument of Conveyance

The sale and conveyance of the Property shall be by Deed from the City for the Property, as defined within this Agreement, of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants,

easements, and restrictions as of record appear or as set forth or referred to in this Agreement. The Parties understand and recognize that the Redeveloper intends on taking title to the Property under the name of a as of yet created development limited liability company.

Section 206: Tax Stamps and Other Closing Costs

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

Section 207: Adjustments

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

Section 208: Conditions Precedent to Conveyance

- a. The City shall not be obligated to make conveyance of the Property unless and until the Springfield City Council has authorized and approved the transfer of the Property.
- b. Prior to or simultaneous with the closing, the Redeveloper shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Redeveloper shall fail to fully execute and deliver the Reverter Deed to the City, the Conveyance shall not take place, title to the Property will not transfer to the Redeveloper, this Agreement shall be terminated, and the City may institute such actions or proceedings as it may deem advisable to recover payment of any of its damages, expenses and costs from the Redeveloper.

Section 209: Default by City

In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties without recourse thereunder, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the

time for the performance by the City shall be extended for a period of thirty (30) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the City shall be unable to give title or to make conveyance or to deliver possession as herein provided; then (1) all obligations of the parties hereto shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto.

Section 210. Representations and Warranties

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

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or City's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are no leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.
5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.
6. The City through its OPED (and any other municipal offices, departments, and officials acting on the City's behalf pursuant to this Agreement) will promptly undertake review of the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the exterior appearance of the Improvements will be compatible with the architecturally and historically significant elements of the Property, and further ensuring that the Property only be used for residential and mixed residential/commercial purposes. This covenant shall survive the Closing.

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

1. The Redeveloper is a Massachusetts corporation. Title to the Property shall be in the name of _____.

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

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

4. The Redeveloper, or any permitted future owner of the Property, shall complete the Improvements to the satisfaction of the City, as contemplated by the terms and conditions of this Agreement. The Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to commence with the Improvements.

5. The Redeveloper shall comply with all Massachusetts and Federal laws, rules and regulations relative to the occupancy and relocation rights of any existing commercial tenants with valid leases at the Property.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

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

1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;

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

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

c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Redeveloper agrees to submit to the City all materials regarding its sales program (if any), including but not limited to, advertising matter, brochures, leases, proposals for establishment of sales offices, for review of all aspects of said program which relate to or have an effect upon the selection of tenants or buyers.

d. The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, and its successors and assigns, shall include in all such advertising for the sale or rent of the units located in the Property, a statement to the effect that the Property is open to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the intent of the RFP, the Redeveloper's Proposal in response to the RFP, the Final Drawings and Specifications subject to the approval of the City, and to all applicable standards and controls of the Code. The RFP and the Redeveloper's proposal in response to the RFP are incorporated herein by reference.

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

1. TBD

c. No work shall be done on the construction of the Improvements to be constructed on the Property unless such work conforms in all material respects with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof

have been requested by the Redeveloper in writing and have been approved in writing by the OPED. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

d. In submitting all plans and specifications to the City for its approval, the Redeveloper shall consider best practices in urban design, including but not limited to pedestrian friendly design and enhancements, landscape improvements, and active ground floor uses. The City will provide a summary of required documents needed for Site Plan review.

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

Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the OPED approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a “material deviation” will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would effect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements, or (4) in the event that the Redeveloper elects to alter the plan submitted to the City for the development of the Property, it shall be required to obtain written permission from the OPED prior to making said changes. If the OPED neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of a written request to approve a material deviation from the approved Final Drawings and Specifications, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of such a material deviation shall be in accordance with the provisions of Section 807 hereof.

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

Section 303: Construction of the Improvements.

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

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

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

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land.

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

Section 304: When Improvements Completed; Certificate of Completion

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

b. The Redeveloper shall notify the City in writing when construction is complete, and shall request a final inspection of the Improvements (a "Completion Notice"). The City shall inspect the Improvements within twenty (20) business days after receipt of the Completion Notice. The Redeveloper agrees that the City shall be under no obligation to issue a Certificate of Completion until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be

required to make an inspection hereunder unless and until the Redeveloper has provided the Completion Notice.

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

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

Section 305: Prompt Payment of Obligations

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

ARTICLE IV TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

a. Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof of any partner of the Redeveloper (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except (i) the special limited partnership interest of the Redeveloper shall be allowed to be transferred to the general partner or an affiliate of the general partner, or any other limited partner (ii) the limited partnership interest

of Redeveloper shall be allowed to be transferred to an investor limited partner in connection with the sale of Federal Low Income and/or Historic Tax Credits, or (iii) as provided in Section 402 hereof, without the written approval of the OPED. There shall not be any other change in the ownership of such membership interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Redeveloper, by any other methods or means, without prior written approval of OPED. The Redeveloper shall advise the City of any and all such proposed changes in ownership and shall in addition furnish the City with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the City shall require.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it is permitted by Section 401(a), Section 402, or it complies with the following conditions:

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

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Properties and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

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

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

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

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

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, and subject to the approval of the City, the Redeveloper shall at all times, have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and members of the Redeveloper, shall have at all times the right to encumber their individual membership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; the Redeveloper and its individual members, as the case may be, shall give prior written notice to the City of its or their request to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

b. The holder of any such mortgage (including a holder who obtains title to the Properties or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall be deemed a "Lender" hereunder and shall not be obligated by this Agreement to

construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

c. The City confirms that from and after the issuance of a final Certificate of Completion for all of the Improvements, all restrictions as may be expressed or implied under Sections 401 or 402 shall terminate and no longer be of any force and effect.

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

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

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

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

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

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

Section 405: Additional Encumbrances

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

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

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

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

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

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

c. Certificates of such policies and renewals shall be provided to the City upon request of the City.

Section 602: Non-Cancellation Clause

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

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

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

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

a. Whenever any Improvements, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of this Agreement, or until such date thereafter to which such term may be extended by proper amendment of the Plan, or for two (2) years from the date hereof, whichever is longer, the Redeveloper while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights of Lenders or investors permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such mortgagee and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.

e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen and been settled against insurers or others on account of damage or destruction for construction, restoration or repair; and if there be insufficient monies received, the Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Redeveloper shall in no event be obligated under this Agreement to reconstruct, restore or repair such Improvements if applicable laws or regulations do not allow the same to be accomplished.

Section 605: Commencement and Completion of Reconstruction

Subject to any rights of Lenders or Investors, the Redeveloper shall commence to reconstruct or repair any Improvements and equipment in the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of this Agreement, or within one year (1) year from the date hereof, whichever is longer, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper.

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

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

If the Redeveloper shall fail or refuse to submit a Design Proposal or Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

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

1. The Redeveloper shall fail to perform any of its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of construction of Improvements; or

2. The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement where proper notice has been provided to the City; or

3. There is a violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof, or a change in the ownership or control of or interests in the Redeveloper;

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

b. Upon the occurrence of an Event of Default, the Redeveloper shall be immediately allowed to record the Reverter Deed at the Hampden County Registry of Deeds to recover title to the Property promptly together with all of the Improvements thereon, without cost to the City, provided that such reconveyance (i) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (ii) shall not include any portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

c. Upon the occurrence of an Event of Default, the City shall also have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Properties to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the Event of Default, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in the Property and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in the Properties, shall revert to the City; provided, that such condition subsequent and any reversion of title as a result thereof in the City: (i) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any

way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the Lenders, and (ii) shall not apply to portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

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

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;

3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;

5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and

6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders

If the City gives written notice to the Redeveloper of default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders of record of the Property permitted under this Agreement, which the City has been provided notice of from the Redeveloper. To facilitate the operation of this Section 703, the Redeveloper shall at all times

keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807 as they relate to notices apply to it.

Section 704: Lender May Cure Breach of Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's rights and remedies on account of a default by the Redeveloper under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to complete construction of the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach.

Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 706 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the applicable authority of the City shall find that the

Redeveloper has violated the requirements of the City's "Equal Opportunity Compliance Policy" the City shall issue notice of such violation, setting forth the nature of the violation and facts to support the finding of violation. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper.

b. The Redeveloper shall have the right to appeal such notice of violation within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the applicable City official shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the City may deem appropriate.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the City and the Redeveloper, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the

City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

Section 804: Covenants to be Enforceable by the City

The covenants herein contained, in addition to all covenants, restrictions and requirements contained within the RFP, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 805: Compliance with Laws

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Redeveloper will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). The Redeveloper understands its obligation at all times during the performance of the Improvements and use of the Property, to comply with all applicable laws, rules regulations, and by-laws of the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection. Without limiting the generality of other provisions of this Agreement, Redeveloper shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 806: City Officers Barred From Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper: _____

With a copy to: Attorney _____

City: Kevin Kennedy
 Chief Development Officer
 City of Springfield
 70 Tapley Street

Springfield, Massachusetts 01104

with a copy to: Office of the City Solicitor
36 Court Street
Springfield, MA 01103

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Redeveloper to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO
RESPOND WITHIN ___ BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

Section 808: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 809: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the City as to any applicable portion of the Properties, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe

weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Properties for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall have final say, and shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

The Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, sexual preference, color or national origin.

Section 812: Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to the parcel(s) conveyed pursuant to Subsection (c) of Section 401 of this Agreement, such liability shall cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Properties for the purposes of this Agreement until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Redeveloper agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees in any action or proceeding incurred in exercising rights of the City under this

Agreement, on account of any default or breach of condition by Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an Event of Default of Redeveloper including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

Section 814: Waivers

Any right or remedy which the City or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Redeveloper of a right under Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

Section 815: Environmental and Other Regulatory Matters

The Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the "Indemnified Parties" and individually an "Indemnified Party") harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys' or other professional fees and expenses) which the City may incur on account of the Redeveloper's breach of its obligations under this Section 815 and now or thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "Massachusetts Contingency Plan") and/or lead and asbestos (hereinafter collectively "Hazardous Materials") on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue) or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by the City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental agency shall be performed by Redeveloper, and its successors and assigns, at Redeveloper's, and its successors' and assigns', sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

b. The Redeveloper will comply with all requirements of any governmental agency, local, state or federal, having jurisdiction over the Property related to its condition or status as a historical property or as a result of its designation as a historic property.

c. For the purpose of this Agreement and the Deed, the term “Applicable Law” means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Redeveloper’s Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 819: Business Days

For the purposes of this Agreement, a “business day” shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsman thereof.

Section 821: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 822: Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts having jurisdiction in Hampden County or in the

Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Hampden County.

Section 823: Recording

This Agreement shall be recorded by Redeveloper, at Redeveloper's sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

IN WITNESS WHEREOF, on the ____ day of September, 2016, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

THE CITY OF SPRINGFIELD

**BALISE AUTOMOTIVE REALTY,
Redeveloper**

By: Kevin Kennedy
Title: Chief Development Officer
Date:

Date:

Approved:

By:
Title: Chief Administrative and Financial Officer
Date:

Approved:

By:
Title: City Comptroller
Date:

APPROVED:

Approved as to form:

 By: Domenic J. Sarno
 Title: Mayor
 Date:

 By:
 Title: _____ City Solicitor
 Date:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of April, 2015 before me, the undersigned notary public, personally appeared _____, _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

 Notary Public
 My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of September, 2016, before me, the undersigned notary public, personally appeared Mayor Domenic Sarno, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

 Notary Public

My commission expires:

Exhibit A

Legal Description:

A certain parcel of land known as 20 Elmwood Street, Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 13 TL 147622, dated July 6, 2015, recorded at the Hampden County Registry of Deeds at Book 20793, Page 546 on July 20, 2015, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 18667, Page 262.

Exhibit B

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that BALISE AUTOMOTIVE REALTY, A Massachusetts corporation, with a last address and usual place of service at _____ Springfield, Massachusetts, for **NO CONSIDERATION** grants to the **CITY OF SPRINGFIELD**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

A certain parcel of land known as 20 Elmwood Street, Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 13 TL 147622, dated July 6, 2015, recorded at the Hampden County Registry of Deeds at Book 20793, Page 546 on July 20, 2015, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 18667, Page 262, known herein as “the Property”.

The Property being the same premises conveyed to Balise Automotive Realty by deed of the City of Springfield dated September ___, 2016, and recorded with the Hampden County Registry of Deeds at Book _____ and Page _____.

This Reverter Deed may be recorded by the City in the event that an Event of Default occurs as that term is set forth and defined in the Land Disposition Agreement between the City of Springfield and Balise Automotive Realty, dated September ___, 2016.

This Reverter Deed, if not properly recorded in the Hampden County Registry of Deeds, shall be void upon the issuance of a certificate of occupancy by the City of Springfield Building Department for the Property.

EXECUTED as a sealed instrument this ____th day of September, 2016.

Witness

By:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of September, 2016, before me, the undersigned notary public, personally appeared _____, _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that the **CITY OF SPRINGFIELD** ("Grantor"), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **FIFTY THOUSAND DOLLARS (\$50,000.00)**, hereby grants to **BALISE AUTOMOTIVE REALTY**, a Massachusetts domestic corporation, ("Grantee") with a last address and usual place of service at _____, Springfield, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as 20 Elmwood Street, Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 13 TL 147622, dated July 6, 2015, recorded at the Hampden County Registry of Deeds at Book 20793, Page 546 on July 20, 2015, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 18667, Page 262.

The parcels are sold pursuant to Massachusetts General Laws Chapter 30B section 16 and are conveyed subject to the below restrictions which are to be taken and construed as running with the land and are to be binding upon Grantee, its successors, assigns, grantees and lessees for a term of twenty (20) years after the date of this deed creating them unless released by Grantor. These restrictions shall be for the benefit of the City of Springfield and may be enforced by the City through appropriate legal or equitable proceedings. The restrictions are as follows:
(1) If Grantee does not complete the planned development of the parcels (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating, preserving and redeveloping the existing structure at the property, to improve and establish commercial tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, within twelve (12) months of the date of recording of this Quitclaim Deed, ownership of the parcels shall revert back to Grantor at no cost and for no consideration, and the Grantor shall be allowed to immediately record the Reverter Deed executed and delivered to the Grantor by the Grantee; (2) Prior to commencing work of any kind

on the parcels, Grantee shall gain Site Plan approval from the City of Springfield Office of Planning and Economic Development, including approval of landscaping and on-site parking; (3) The parcels are sold "as-is" and subject to any and all existing environmental conditions, whether known or unknown, responsibility for which the Grantee hereby agrees to assume; (4) Automotive uses of any kind, including but not limited to car sales and auto repair, are not permitted on the parcels; (5) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; (6) the parcels are sold subject to the covenants set forth in the Land Disposition Agreement entered into by the Grantor and the Grantee on September ___, 2016 and attached hereto as Exhibit B.

This deed shall be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said land or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Mayor has received the appropriate affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this ___ day of September, 2016, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by an Order passed by its City Council on the 12th of September, 2016, and attached hereto as "Exhibit A."

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of September, 2016, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

Notary Public
My Commission Expires:

EXHIBIT A
(City Council Order – Executed)

Attachment: City Council Order 20 Elmwood Street Transfer (3646 : Authorizing the Mayor to Execute a Quitclaim Deed for the Sale of 20

EXHIBIT B
(LDA Executed)

MEMORANDUM

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

From: Tom Mathews, Project Manager

Subject: Selection Committee of RFP # 16 - 138 – Disposition of the Redevelopment of 20 Elmwood Street.

Copy: Phil Dromey, Rich Griffin, Ed Whitley, Shayvonne Plummer, Amy Cutler Brian Connors,

Date: April 15, 2016

In accordance with the selection process for RFP# 16-138, the Selection Committee has completed its review and submits its recommendations to you. The Committee met on April 14, 2016 to review the one submitted proposals. The proposal was evaluated based on the comparative evaluation criteria set forth on the RFP.

The Committee was made up of the following individuals:

- Philip Dromey, Deputy Planning Director
- Shayvonne Plummer, Project Assistant OPED
- Amy Cutler, Springfield Assistant Treasurer
- Rich Griffin, Sr. Project Manager OPED

The Proposer Bid for 20 Elmwood Street is \$50,000.

Balise has secured a letter of support from the South End Citizen Council

Summary of Proposals

Balise will demolish the existing abandoned, dangerous building and secure the site in in a neat safe manor by removing the existing blighted building and add it back on the City's tax rolls. The parcel plan will be part of a larger project that has the following possible uses being consider, restaurants, hotel, travel services, office and retail.

The Committee Recommendation

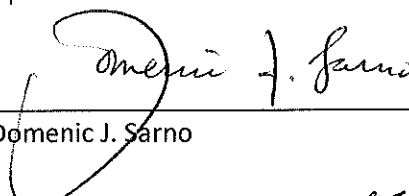
The Committee reviewed the proposal and is unanimously recommending approval to award the property to Balise Automotive Realty. The Committee felt that the Balise Automotive Realty proposal was advantageous for the City as it would redevelop the neglected property in

the South End as well support the neighborhood objectives. The RFP indicated preference was for the redevelopment of the property and the Balise proposal is offering a comprehensive redevelopment of the property.

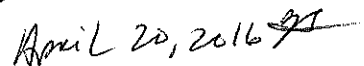
The Committee will require a detailed plan for the property known as 20 Elmwood Street submitted and approved by the Office of Planning and Economic Development prior to property transfer. We will also require the detailed master plan of the Elmwood Street Redevelopment when Balise determines what type of use they will develop for Elmwood Street.

Should you have any questions concerning the Committee's recommendation please contact me directly at x6665.

If you approve the Committee's recommendation, please sign below and return to my attention:



Mayor Domenic J. Sarno



Date



City Council

ADOPTED

27

Meeting: 09/12/16 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3647

Authorizing the Mayor to Execute a Quitclaim Deed for the Sale of 781-783 Worthington Street and West Side Sackett Place (Mayor Sarno)

Please see attached materials

Please see attached materials

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

Transfer of 781-783 Worthington Street and West Side Sackett Place to Tim O'Sullivan

(Mayor Sarno)

Order Authorizing and Approving Disposition of Real Property known as 781-783 Worthington Street and West Side Sackett Place

WHEREAS, the City of Springfield (the "City") is the owner of certain real property known as 781-783 Worthington Street (Parcel #12355-0230) and West Side Sackett Place (Parcels #; 10510-0003 and 10510-0005), Springfield, Massachusetts, (herein the "the Property"); and

WHEREAS, the City issued a Request for Proposals (#16-164) for the disposition and redevelopment of the Property, which has a combined City assessed value of two hundred seventy five thousand and seven hundred dollars (\$275,700); and

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

WHEREAS, on or about July 22, 2016, Tim O'Sullivan was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

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

WHEREAS, the RFP Selection Committee believed the proposal from Tim O'Sullivan benefits the city by redeveloping the existing Property; and

WHEREAS, Tim O'Sullivan, a/k/a Timothy J. O'Sullivan, has formed a Massachusetts limited liability company known as "O'SULLIVAN LANDSCAPING, LLC", having a usual place of business at 144 Smith Avenue, East Longmeadow, Massachusetts 01028, and wishes to have the Property acquired by O'SULLIVAN LANDSCAPING, LLC; and

WHEREAS, Timothy J. O'Sullivan has requested, and the City has agreed, subject to the terms and conditions of Exhibit "A" hereof, to name O'SULLIVAN LANDSCAPING, LLC as the "Redeveloper" of the Property in place of Tim O'Sullivan.

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves the transfer of the Property known as 781-783 Worthington Street (Parcel #12355-0230) and West Side Sackett Place (Parcels #; 10510-0003 and 10510-0005), Springfield, Massachusetts to O'SULLIVAN LANDSCAPING, LLC, for the price of ten thousand dollars (\$10,000), in substantially the same form as the attached Exhibit A.

Exhibit A

[draft]
LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ____ day of September, 2015 by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the "City") and **O'SULLIVAN LANDSCAPING, LLC**, a Massachusetts limited liability company, with a last and usual address at 144 Smith Avenue, East Longmeadow, Massachusetts 01028 (the "Redeveloper") (the City and the Redeveloper being collectively referred to herein as the "Parties" and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #16-164 ("RFP"), for the sale and redevelopment of a City-owned property known as 781-783 Worthington Street (Parcel #12355-0230) and West Side Sackett Place (Parcels #; 10510-0003 and 10510-0005), Springfield, Massachusetts (the "Property"); and

WHEREAS, on or about July 1, 2016, the Redeveloper submitted a response to the RFP, and on or about July 22, 2016, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Redeveloper shall develop the Property as determined by the City of Springfield Office of Planning and Economic Development, in accordance with the terms and conditions of this Agreement and the Redevelopers response to the RFP; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property "as is" and is willing to accept all environmental liability for any and all conditions at the Property; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP issued by the City for the purchase and redevelopment of the Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

ARTICLE I DEFINITIONS

Section 101: Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) "Architect" shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts and otherwise reasonably acceptable to the City.
- b) "Certificate of Completion" shall have the meaning set forth in Section 304 hereof.
- c) "Closing" shall have the meaning set forth in Section 204 of this Agreement.
- d) "Closing Date" shall mean the date referred to in Section 204 of this Agreement.
- e) "Codes" shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- f) "Deed" shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts ("Registry"), whereby the Property is conveyed to the Redeveloper.
- g) "Design Proposal" shall mean the proposal previously submitted to the City by the Redeveloper, and approved by the City. The City agrees that the Redeveloper's Design Proposal consists of the following, which is sufficient and satisfactory to the City:
 - (1) Fix front of building by removal of plywood from garage door and install cement and cinder block wall in its place;
 - (2) Fix any broken bricks as needed;
 - (3) Remove tree limbs overhanging garage;
 - (4) Remove chain link fence in front of building and install black vinyl chain link fence as requested by City;
 - (5) Paint all sides of building;
 - (6) Patch pot holes in Sackett Place parking lot.

The foregoing Design Proposal Work is also referred to herein collectively as the "Improvements" and the "Specifications".

- h) "Development Review" shall mean the review of the Project undertaken by the OPED following the internal policies and procedures currently used by OPED in completing a Site Plan Review. Such review is anticipated to include OPED review and approval of the Design Proposal, the Preliminary Drawings and Specifications, and the Final Drawings and Specifications. Each phase of Development Review will be completed by the issuance of an approval letter from the OPED.
- i) "Event of Default" shall have the meaning set forth in Section 702(a).
- j) "Final Drawings and Specifications" shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted to and approved by the OPED.
- k) "Improvements" shall mean the remediating, preserving and redeveloping of the Property, in accordance with the Redeveloper's response to the RFP, as determined by the City of Springfield Office of Planning and Economic Development, and as itemized in Section F hereof.
- l) "Lenders" shall have the meaning set forth in Section 402(b).
- m) "OPED" shall mean the City of Springfield Office of Planning and Economic Development.
- m) "Project" shall mean the permitting and construction of the Improvements.
- n) "Preliminary Drawings and Specifications" shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal.
- o) "Property" as defined in the first WHEREAS clause.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

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

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in an “as is” condition. The Redeveloper agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Redeveloper represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment

The purchase price (“Purchase Price”) for the Property shall be Ten Thousand and no/100 Dollars (\$10,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on or before October 30, 2016, or such other date as may be agreed upon by the parties, and shall occur at the City’s Office of Planning and Economic Development (“OPED”) at 70 Tapley Street, Springfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the “Closing.”

Section 205: Title and Instrument of Conveyance

The sale and conveyance of the Property shall be by Deed from the City for the Property, as defined within this Agreement, of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement. The Parties understand and recognize that the Redeveloper intends on taking title to the Property under the name of a O’SULLIVAN LANDSCAPING, LLC.

Section 206: Tax Stamps and Other Closing Costs

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

Section 207: Adjustments

The Redeveloper shall pay all taxes, charges or assessments (if any) allocable to the Property with respect to any period after delivery to the Redeveloper of the Deed hereunder.

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

Section 208: Conditions Precedent to Conveyance

- a. The City shall not be obligated to make conveyance of the Property unless and until the Springfield City Council has authorized and approved the transfer of the Property.
- b. Prior to or simultaneous with the closing, the Redeveloper shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Redeveloper shall fail to fully execute and deliver the Reverter Deed to the City, the Conveyance shall not take place, title to the Property will not transfer to the Redeveloper, this Agreement shall be terminated, and the City may institute such actions or proceedings as it may deem advisable to recover payment of any of its damages, expenses and costs from the Redeveloper. The Reverter Deed will not be recorded unless the Redeveloper is in default under this Agreement, after the expiration of any applicable appeal or cure periods.

Section 209: Default by City

In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties shall be without recourse thereunder, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of thirty (30) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the City shall be unable to give title or to make conveyance or to deliver possession as herein

provided, then (1) all obligations of the parties hereto shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto.

Section 210. Representations and Warranties

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

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or City's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are no leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.
5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.
6. The City through its OPED (and any other municipal offices, departments, and officials acting on the City's behalf pursuant to this Agreement) will promptly undertake review of the Design Proposal, and the Preliminary Drawings and Specifications, if any and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the exterior appearance of the Improvements will be compatible with the architecturally and historically significant elements of the Property, and further ensuring that the Property only be used for residential and mixed residential/commercial purposes. This covenant shall survive the Closing.

b. The Redeveloper hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Redeveloper contained elsewhere in this Agreement, and as a material inducement for the City to enter into this Agreement and to

consummate the Closing hereunder, the following representations and warranties which shall be true and correct in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made at and as of the Closing Date:

1. The Redeveloper is a Massachusetts limited liability company. Title to the Property shall be in the name of O'Sullivan Landscaping, LLC.
2. This Agreement has been duly authorized, executed and delivered by the Redeveloper, and is the legal, valid and binding obligation of the Redeveloper, and does not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject. All documents to be executed by the Redeveloper which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.
3. The Redeveloper will comply with all laws and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property, the Design Proposal, or the Improvements. This covenant shall survive the Closing.
4. The Redeveloper, or any permitted future owner of the Property, shall complete the Improvements to the satisfaction of the City, as contemplated by the terms and conditions of this Agreement.
5. The Redeveloper shall take ownership of the Property subject to the existing commercial tenants with valid leases at the Property, and shall not file for summary process without cause until the expiration of the terms of said existing commercial lease agreements.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

- a. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, that the Redeveloper, its successors and assigns shall:
 1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;

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

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

c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Redeveloper agrees to submit to the City all materials regarding its sales program (if any), including but not limited to, advertising matter, brochures, leases, proposals for establishment of sales offices, for review of all aspects of said program which relate to or have an effect upon the selection of tenants or buyers.

d. The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, and its successors and assigns, shall include in all such advertising for the sale or rent of any units located in the Property, a statement to the effect that the Property is open to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the intent of the RFP, the Redeveloper's Proposal in response to the RFP, the Final Drawings and Specifications subject to the approval of the City, and to all applicable standards and controls of the Code. The RFP and the Redeveloper's proposal in response to the RFP are incorporated herein by reference.

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

c. No work shall be done on the construction of the Improvements to be constructed on the Property unless such work conforms in all material respects with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof have been requested by the Redeveloper in writing and have been

approved in writing by the OPED. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

b. In submitting any plans and specifications to the City for its approval, the Redeveloper shall consider best practices in urban design, including but not limited to pedestrian friendly design and enhancements, landscape improvements, and active ground floor uses. The City will provide a summary of required documents needed for Site Plan review.

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

Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the OPED approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a “material deviation” will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would effect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements, or (4) in the event that the Redeveloper elects to alter the plan submitted to the City for the development of the Property, it shall be required to obtain written permission from the OPED prior to making said changes. If the OPED neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of a written request to approve a material deviation from the approved Final Drawings and Specifications, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of such a material deviation shall be in accordance with the provisions of Section 807 hereof.

b. In the event the Redeveloper shall fail to comply with the foregoing requirements, the City may, within a reasonable time after discovery thereof by the City, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements erected or being erected as are not in conformance with the approved Final Drawings and Specifications or any approved modifications thereof. The Redeveloper shall

promptly comply with such a directive. In addition to any other remedies available under this Agreement, the City may enforce the provisions of this subsection 302A(b) by an action in a court of appropriate jurisdiction to compel specific performance.

Section 303: Construction of the Improvements.

a. The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Drawings and Specifications not later than ninety (90) days after delivery of the Deed to the Redeveloper. Redeveloper shall erect and properly maintain at all times as required by the conditions and the progress of work performed by or at the request of Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

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

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

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land.

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

Section 304: When Improvements Completed; Certificate of Completion

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

b. The Redeveloper shall notify the City in writing when construction is complete, and shall request a final inspection of the Improvements (a "Completion Notice"). The City shall inspect the Improvements within twenty (20) business days after receipt of the Completion Notice. The Redeveloper agrees that the City shall be under no obligation to issue a Certificate of Completion until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be required to make an inspection hereunder unless and until the Redeveloper has provided the Completion Notice.

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

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

Section 305: Prompt Payment of Obligations

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

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

a. Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof of any partner of the Redeveloper (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except (i) the special limited partnership interest of the Redeveloper shall be allowed to be transferred to the general partner or an affiliate of the general partner, or any other limited partner (ii) the limited partnership interest of Redeveloper shall be allowed to be transferred to an investor limited partner in connection with the sale of Federal Low Income and/or Historic Tax Credits, or (iii) as provided in Section 402 hereof, without the written approval of the OPED. There shall not be any other change in the ownership of such membership interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Redeveloper, by any other methods or means, without prior written approval of OPED. The Redeveloper shall advise the City of any and all such proposed changes in ownership and shall in addition furnish the City with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the City shall require.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it is permitted by Section 401(a), Section 402, or it complies with the following conditions:

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

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no

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

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

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

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

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

Notwithstanding the foregoing, the City acknowledges the existing Leases of certain portions of the Property between Timothy J. O'Sullivan as Landlord and Jack Knowles and Michael Donohue as Tenants.

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, and with the City's approval, the Redeveloper shall at all times, have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and members of the Redeveloper, shall have at all times the right to encumber their individual membership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; the Redeveloper and its individual members, as the case may be, shall give prior written notice to the City of its or their request to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

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

c. The City confirms that from and after the issuance of a final Certificate of Completion for all of the Improvements, all restrictions as may be expressed or implied under Sections 401 or 402 shall terminate and no longer be of any force and effect.

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

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

1. Complete construction of such Improvements in accordance with the approved Final Drawings and Specifications and this Agreement, and in all respects comply with the provisions of this Agreement; or

2. Sell, assign, or transfer, with the prior written consent of the City, fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the City and recorded in the Registry; or

3. Reconvey fee simple title to the Property to the City, in which event the provisions of Section 702 relative to resale shall apply.

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

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

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

Section 405: Additional Encumbrances

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

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

The Redeveloper shall pay all actual costs and expenses (including without limitation, reasonable attorneys' fees and expenses), and the amounts of all judgments and decrees which may be incurred by the City in connection with any actions taken or proceedings brought to enforce the obligations of the Redeveloper set forth in this Agreement, to the extent the City prevails in such proceedings. The Redeveloper shall defend and hold harmless the City from and against any claims, actions, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which the City incurs in connection with (i) the Redeveloper's exercise of its rights hereunder with respect to the Property prior to the conveyance of the Property to the Redeveloper, (ii) the Redeveloper's conduct of its obligations hereunder, and/or (iii) the Redeveloper's breach of any of its obligations hereunder, other than

as caused by such City's gross negligence or willful misconduct. It is expressly understood, however, that no Lender shall be liable to the City for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper; provided however, that if a Lender acquires title to the Property or control of the Redeveloper after the Redeveloper has become liable for any costs, expenses, judgments, decrees or damages, then such Lender shall take subject to (but shall not be personally liable for) such liabilities incurred prior to such Lender's acquiring its interest in the Property or the Redeveloper. The provisions of this Article shall survive the issuance of a Certificate of Completion.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

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

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

c. Certificates of such policies and renewals shall be provided to the City upon request of the City.

Section 602: Non-Cancellation Clause

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

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

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

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

a. Whenever any Improvements, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of this Agreement, or until such date thereafter to which such term may be extended by proper amendment of the Agreement, or for two (2) years from the date hereof, whichever is longer, the Redeveloper while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights of Lenders or investors permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such mortgagee and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.

e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen

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

Section 605: Commencement and Completion of Reconstruction

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

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

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

If the Redeveloper shall fail or refuse to submit a Design Proposal or Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

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

1. The Redeveloper shall fail to perform any of its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of construction of Improvements; or
2. The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon

any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement where proper notice has been provided to the City; or

3. There is a violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof, or a change in the ownership or control of or interests in the Redeveloper;

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

b. Upon the occurrence of an Event of Default, the Redeveloper shall be immediately allowed to record the Reverter Deed at the Hampden County Registry of Deeds to recover title to the Property promptly together with all of the Improvements thereon, without cost to the City, provided that such reconveyance (i) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (ii) shall not include any portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

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

d. If the Redeveloper or a Lender reconveys to the City, pursuant to this Section 702 or Section 403, or if the City shall re-enter pursuant to this Section 702, the City shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the Improvements thereon; and the proceeds of such resale, together with the net income,

if any, derived by the City from its operation and management of the Property subsequent to such reconveyance shall be used:

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;
2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;
3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and
4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;
5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and
6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders

If the City gives written notice to the Redeveloper of default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders of record of the Property permitted under this Agreement, which the City has been provided notice of from the Redeveloper. To facilitate the operation of this Section 703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807 as they relate to notices apply to it.

Section 704: Lender May Cure Breach of Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's rights and remedies on account of a default by the Redeveloper under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to complete construction of the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach.

Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 706 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the applicable authority of the City shall find that the Redeveloper has violated the requirements of the City's "Equal Opportunity Compliance Policy" the City shall issue notice of such violation, setting forth the nature of the violation and

facts to support the finding of violation. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper.

b. The Redeveloper shall have the right to appeal such notice of violation within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the applicable City official shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the City may deem appropriate.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the City and the Redeveloper, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to

require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

Section 804: Covenants to be Enforceable by the City

The covenants herein contained, in addition to all covenants, restrictions and requirements contained within the RFP, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 805: Compliance with Laws

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Redeveloper will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). The Redeveloper understands its obligation at all times during the performance of the Improvements and use of the Property, to comply with all applicable laws, rules regulations, and by-laws of the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection. Without limiting the generality of other provisions of

this Agreement, Redeveloper shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 806: City Officers Barred From Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper: O'Sullivan Landscaping, LLC
144 Smith Avenue
East Longmeadow, Massachusetts 01028

Attn: Timothy J. O'Sullivan, Manager

With a copy to: Attorney Robert N. Fratar
 Fratar, Kern & Kelly, LLP
 1441 Main Street #630
 Springfield, Massachusetts 01103

City: Kevin Kennedy
 Chief Development Officer
 City of Springfield
 70 Tapley Street
 Springfield, Massachusetts 01104

with a copy to: Office of the City Solicitor
 36 Court Street
 Springfield, MA 01103
 Attn: Associate City Solicitor Thomas D. Moore

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Redeveloper to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE
 THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO
 RESPOND WITHIN ____ BUSINESS DAYS SHALL RESULT IN
 AUTOMATIC APPROVAL.”**

Section 808: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 809: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the City as to any applicable portion of the

Property, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Property for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall have final say, and shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

The Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, sexual preference, color or national origin.

Section 812: Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to the parcel(s) conveyed pursuant to Subsection (c) of Section 401 of this Agreement,

such liability shall cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Properties for the purposes of this Agreement until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Redeveloper agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees in any action or proceeding incurred in exercising rights of the City under this Agreement, on account of any default or breach of condition by Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an Event of Default of Redeveloper including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

Section 814: Waivers

Any right or remedy which the City or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Redeveloper of a right under Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

Section 815: Environmental and Other Regulatory Matters

The Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the "Indemnified Parties" and individually an "Indemnified Party") harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys' or other professional fees and expenses) which the City may incur on account of the Redeveloper's breach of its obligations under this Section 815 and now or

thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "Massachusetts Contingency Plan") and/or lead and asbestos (hereinafter collectively "Hazardous Materials") on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue) or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by the City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental agency shall be performed by Redeveloper, and its successors and assigns, at Redeveloper's, and its successors' and assigns', sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

b. The Redeveloper will comply with all requirements of any governmental agency, local, state or federal, having jurisdiction over the Property related to its condition or status as a historical property or as a result of its designation as a historic property.

c. For the purpose of this Agreement and the Deed, the term "Applicable Law" means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Redeveloper's Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 819: Business Days

For the purposes of this Agreement, a “business day” shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsman thereof.

Section 821: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 822: Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts having jurisdiction in Hampden County or in the Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Hampden County.

Section 823: Recording

This Agreement shall be recorded by Redeveloper, at Redeveloper’s sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

IN WITNESS WHEREOF, on the ____ day of September, 2016, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

THE CITY OF SPRINGFIELD

O’SULLIVAN LANDSCAPING, LLC

By: Kevin Kennedy
Title: Chief Development Officer

By: Timothy J. O’Sullivan
Its: Manager

Date:

Date:

Approved:

Approved:

By:
Title: Chief Administrative and
Financial Officer
Date:

By:
Title: City Comptroller
Date:

APPROVED:

Approved as to form:

By: Domenic J. Sarno
Title: Mayor
Date:

By:
Title: _____ City Solicitor
Date:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of September, 2016 before me, the undersigned notary public, personally appeared Timothy J. O'Sullivan, Manager of O'Sullivan Landscaping, LLC, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

 Notary Public
 My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of September, 2016, before me, the undersigned notary public, personally appeared Mayor Domenic Sarno, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

 Notary Public
 My commission expires:

Exhibit A

Legal Description:

PARCEL I

A certain parcel of land known as 781-783 Worthington Street, Springfield, Massachusetts (Parcel ID #12355-0230), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120923, dated August 14, 2009, recorded at the Hampden County Registry of Deeds at Book 17969, Page 22, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8954, Page 175.

PARCEL II

A certain parcel of land known as West Side Sackett Place, Springfield, Massachusetts (Parcel ID #10510-0003), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120920, dated August 14, 2009, recorded at the Hampden County Registry of Deeds at Book 17969, Page 21, and by an

Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8187, Page 379.

PARCEL III

A certain parcel of land known as West Side Sackett Place, Springfield, Massachusetts (Parcel ID #10510-0005), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120921, dated June 30, 2009, recorded at the Hampden County Registry of Deeds at Book 17887, Page 323, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8187, Page 380.

Exhibit B

Property Address: 781-783 Worthington Street and West Side Sackett Place, Springfield,
Massachusetts

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that **O'SULLIVAN LANDSCAPING, LLC**, a Massachusetts limited liability company, with a last address and usual place of service at 144 Smith Avenue, East Longmeadow, Massachusetts 01028, for **NO CONSIDERATION** grants to the **CITY OF SPRINGFIELD**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

PARCEL I

A certain parcel of land known as 781-783 Worthington Street, Springfield, Massachusetts (Parcel ID #12355-0230), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120923, dated August 14,

2009, recorded at the Hampden County Registry of Deeds at Book 17969, Page 22, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8954, Page 175.

PARCEL II

A certain parcel of land known as West Side Sackett Place, Springfield, Massachusetts (Parcel ID #10510-0003), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120920, dated August 14, 2009, recorded at the Hampden County Registry of Deeds at Book 17969, Page 21, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8187, Page 379.

PARCEL III

A certain parcel of land known as West Side Sackett Place, Springfield, Massachusetts (Parcel ID #10510-0005), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120921, dated June 30, 2009, recorded at the Hampden County Registry of Deeds at Book 17887, Page 323, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8187, Page 380.

Parcel I, Parcel II, and Parcel III shall herein be known as “the Property”.

The Property being the same premises conveyed to O’Sullivan Landscaping, LLC by deed of the City of Springfield dated October ____, 2016 and recorded with the Hampden County Registry of Deeds at Book _____ and Page _____.

This Reverter Deed may be recorded by the City in the event that an Event of Default occurs as that term is set forth and defined in the Land Disposition Agreement between the City of Springfield and O’Sullivan Landscaping, LLC, dated September ____, 2016.

This Reverter Deed, if not properly recorded in the Hampden County Registry of Deeds, shall be void upon the issuance of a certificate of occupancy by the City of Springfield Building Department for the Property.

EXECUTED as a sealed instrument this ____th day of October, 2016.

Witness

O’SULLIVAN LANDSCAPING, LLC

By: _____

Name: Timothy J. O’Sullivan

Title: Manager

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of October, 2016, before me, the undersigned notary public, personally appeared Timothy J. O’Sullivan, Manager of O’Sullivan Landscaping, LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

[draft]
MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that the **CITY OF SPRINGFIELD** (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **TEN THOUSAND DOLLARS (\$10,000.00)**, hereby grants to **O’SULLIVAN LANDSCAPING, LLC**, a Massachusetts limited liability company (“Grantee”), with a last address and usual place of service at 144 Smith Avenue, East Longmeadow, Massachusetts 01028, with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

PARCEL I

A certain parcel of land known as 781-783 Worthington Street, Springfield, Massachusetts (Parcel ID #12355-0230), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120923, dated August 14, 2009, recorded at the Hampden County Registry of Deeds at Book 17969, Page 22, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8954, Page 175.

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A certain parcel of land known as West Side Sackett Place, Springfield, Massachusetts (Parcel ID #10510-0003), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120920, dated August 14, 2009, recorded at the Hampden County Registry of Deeds at Book 17969, Page 21, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8187, Page 379.

PARCEL III

A certain parcel of land known as West Side Sackett Place, Springfield, Massachusetts (Parcel ID #10510-0005), being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 99 TL 120921, dated June 30, 2009, recorded at the Hampden County Registry of Deeds at Book 17887, Page 323, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 8187, Page 380.

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

(1) If Grantee does not complete the planned development of the parcels (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating, preserving and redeveloping the existing structure at the property, to maintain the existing commercial tenants and expand restaurant and retail tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, within twelve (12) months of the date of recording of this Quitclaim Deed, ownership of the parcels shall revert back to Grantor at no cost and for no consideration, and the Grantor shall be allowed to immediately record the Reverter Deed executed and delivered to the Grantor by the Grantee; (2) Prior to commencing work of any kind on the parcels, Grantee shall gain Site Plan approval from the City of Springfield Office of Planning and Economic Development, including approval of landscaping and on-site parking; (3) The parcels are sold "as-is" and subject to any and all existing environmental conditions, whether known or unknown, responsibility for which the Grantee hereby agrees to assume; (4) Automotive uses of any kind, including but not limited to car sales and auto repair, are not permitted on the parcels; (5) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; and (6) The parcels are sold subject to the covenants set forth in the Land Disposition Agreement entered into by the Grantor and the Grantee on September ____, 2016 and attached hereto as Exhibit B.

This deed shall be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said land or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Mayor has received the appropriate affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this ___ day of October, 2016, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by an Order passed by its City Council on the 12th of September, 2016, and attached hereto as "Exhibit A."

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of October, 2016, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

Notary Public
My Commission Expires:

EXHIBIT A
[City Council Order]

EXHIBIT B
[LDA]

MEMORANDUM

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

From: Tom Mathews, Project Manager

Subject: Selection Committee of RFP # 16 - 164 – Disposition of the Redevelopment of 781/783 Worthington St & Sackett Place.

Copy: Scott Hanson, Ed Whitley, Shayvonne Plummer, Brian Connors,

Date: July 21, 2016

In accordance with the selection process for RFP# 16-164, the Selection Committee has completed its review and submits its recommendations to you. The Committee met on May 25, 2016 to review the one submitted proposal. The proposal was evaluated based on the comparative evaluation criteria set forth on the RFP.

The Committee was made up of the following individuals:

- Scott Hanson, Deputy Planning Director
- Shayvonne Plummer, Project Assistant OPED
- Ed Whitley, Deputy Director of Neighborhoods

The Proposer Bid for 781/783 Worthington St & Sackett Place is \$10,000.

The sole proposer is O'Sullivan Landscaping, who has secured letters of support from the other tenants occupying 781/783 Worthington St & Sackett Place.

Summary of Proposals

O'Sullivan Landscaping will clean and improve the property while securing the site in a neat safe manor by removing the existing blight, painting the building and repairing the building and parking area as need. The property will once again join the City's tax rolls.

The Committee Recommendation

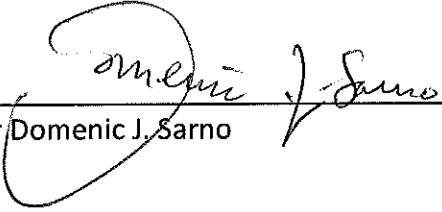
The Committee reviewed the proposal and is unanimously recommending approval to award the property to O'Sullivan Landscaping. The Committee felt that the landscapers

proposal would prove advantageous for the City as it would improve the property located in the Worthington Street Area as well support the neighborhood objectives. The RFP indicated preference was for the redevelopment of the property and the O'Sullivan proposal is offering an extensive redevelopment plan of the property.

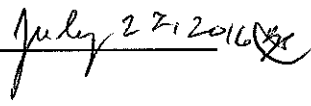
The Committee will require a detailed plan for the property known as 781 – 783 Worthington Street & WS Sackett Place submitted and approved by the Office of Planning and Economic Development prior to property transfer.

Should you have any questions concerning the Committee's recommendation please contact me directly at x6665.

If you approve the Committee's recommendation, please sign below and return to my attention:



Mayor Domenic J. Sarno



Date



City Council

ADOPTED

28

Meeting: 09/12/16 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3648

Authorizing the Mayor to Execute a Quitclaim Deed for the Sale of 23-29 St. James Boulevard (Mayor Sarno)

Please see attached materials

Please see attached materials

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Edwards, Walsh
ABSENT:	Thomas M. Ashe, Michael A. Fenton

Order Authorizing the Transfer of Real Property known as 23-29 St. James Boulevard to Micheline and Robert Martin

(Mayor Sarno)

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as 23-29 St. James Boulevard (Parcel #11172-0089), Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS , the City issued a Request for Proposals (#16-150) for the disposition and redevelopment of the Property, which has a City assessed value of two hundred seventy four thousand and two hundred dollars (\$274,200); and

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

WHEREAS, on or about May 30, 2016, was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Micheline and Robert Martin have completed due diligence actions at the Property, and have received the approval of the City of Springfield Office of Planning and Economic Development and subject to the approval of the Office of City Engineering

WHEREAS, the RFP Selection Committee believed the proposal from Micheline and Robert Martin benefits the city by safely remediating and redeveloping the existing property to establish and enhance commercial tenancy at the Property; and

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves the transfer of the Property known as 23-29 St. James Boulevard (Parcel # 11172-0089), Springfield, Massachusetts to Micheline and Robert Martin, for the price of forty thousand dollars (\$40,000), and authorizes the Mayor to execute Land Disposition Agreement and Quitclaim Deed documents, in substantially the same form as those included in the attached Exhibit A.

EXHIBIT A

{draft}

LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ____ day of September, 2016 by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the “City”) and **MICHELINE AND ROBERT MARTIN**, individuals and Massachusetts residents doing business as _____ with a last and usual address at _____ (the “Redeveloper”) (the City and the Redeveloper being collectively referred to herein as the “Parties” and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #16-150 (“RFP”), for the sale and redevelopment of a City-owned property known as 23-29 St. James Boulevard (Parcel # 11172-0089), Springfield, Massachusetts (the “Property”); and

WHEREAS, on or about April 19, 2016, the Redeveloper submitted a response to the RFP, and on or about May 30, 2016, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Redeveloper shall develop the Property by remediating, preserving and redeveloping the existing structure at the property, to enhance and establish commercial tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property “as is” and is willing to accept all environmental liability for any and all conditions at the Property; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP issued by the City for the purchase and redevelopment of the Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 101: Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) “Architect” shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts and otherwise reasonably acceptable to the City.
- b) “Certificate of Completion” shall have the meaning set forth in Section 304 hereof.
- c) “Closing” shall have the meaning set forth in Section 204 of this Agreement.
- d) “Closing Date” shall mean the date referred to in Section 204 of this Agreement.
- e) “Codes” shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- f) “Deed” shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts (“Registry”), whereby the Property is conveyed to the Redeveloper.
- g) “Design Proposal” shall mean a submittal by the Redeveloper that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.
- h) “Development Review” shall mean the review of the Project undertaken by the OPED following the internal policies and procedures currently used by OPED in completing a Site Plan Review. Such review is anticipated to include OPED review and approval of the Design Proposal, the Preliminary Drawings and Specifications, and the Final Drawings and Specifications. Each phase of Development Review will be completed by the issuance of an approval letter from the OPED.
- i) “Event of Default” shall have the meaning set forth in Section 702(a).
- j) “Final Drawings and Specifications” shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted to and approved by the OPED.
- k) “Improvements” shall mean the remediating, preserving and redeveloping of the existing structure at the property, as determined by the City of Springfield Office of Planning and Economic Development.
- l) “Lenders” shall have the meaning set forth in Section 402(b).

- m) “OPED” shall mean the City of Springfield Office of Planning and Economic Development.
- p) “Project” shall mean the permitting and construction of the Improvements.
- q) “Preliminary Drawings and Specifications” shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal.
- r) “Property” as defined in the first WHEREAS clause.

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

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

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in an “as is” condition. The Redeveloper agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Redeveloper represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment

The purchase price (“Purchase Price”) for the Property shall be Forty-Five Thousand, Dollars (\$40,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on or before October 1, 2016, or such other date as may be agreed upon by the parties, and shall occur at the City’s Office of Planning and Economic Development (“OPED”) at 70 Tapley Street, Springfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the “Closing.”

Section 205: Title and Instrument of Conveyance

The sale and conveyance of the Property shall be by Deed from the City for the Property, as defined within this Agreement, of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement. The Parties understand and recognize that the Redeveloper intends on taking title to the Property under the name of a as of yet created development limited liability company.

Section 206: Tax Stamps and Other Closing Costs

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

Section 207: Adjustments

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

Section 208: Conditions Precedent to Conveyance

- a. The City shall not be obligated to make conveyance of the Property unless and until the Springfield City Council has authorized and approved the transfer of the Property.
- b. Prior to or simultaneous with the closing, the Redeveloper shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Redeveloper shall fail to fully execute and deliver the Reverter Deed to the City, the Conveyance shall not take place, title to the Property will not transfer to the Redeveloper, this Agreement shall be terminated, and the City may institute such actions or proceedings as it may deem advisable to recover payment of any of its damages, expenses and costs from the Redeveloper.

Section 209: Default by City

In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties without recourse thereunder, unless

the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of thirty (30) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the City shall be unable to give title or to make conveyance or to deliver possession as herein provided; then (1) all obligations of the parties hereto shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto.

Section 210. Representations and Warranties

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

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or City's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are no leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.
5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.
6. The City through its OPED (and any other municipal offices, departments, and officials acting on the City's behalf pursuant to this Agreement) will promptly undertake review of the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the exterior appearance of the Improvements will be compatible with the architecturally and historically significant elements of the

Property, and further ensuring that the Property only be used for residential and mixed residential/commercial purposes. This covenant shall survive the Closing.

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

1. The Redeveloper is two Massachusetts individuals doing business as _____. Title to the Property shall be in the name of _____.

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

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

4. The Redeveloper, or any permitted future owner of the Property, shall complete the Improvements to the satisfaction of the City, as contemplated by the terms and conditions of this Agreement. The Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to commence with the Improvements.

5. The Redeveloper shall comply with all Massachusetts and Federal laws, rules and regulations relative to the occupancy and relocation rights of any existing commercial tenants with valid leases at the Property.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

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

1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;

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

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

c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Redeveloper agrees to submit to the City all materials regarding its sales program (if any), including but not limited to, advertising matter, brochures, leases, proposals for establishment of sales offices, for review of all aspects of said program which relate to or have an effect upon the selection of tenants or buyers.

d. The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, and its successors and assigns, shall include in all such advertising for the sale or rent of the units located in the Property, a statement to the effect that the Property is open to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the intent of the RFP, the Redeveloper's Proposal in response to the RFP, the Final Drawings and Specifications subject to the approval of the City, and to all applicable standards and controls of the Code. The RFP and the Redeveloper's proposal in response to the RFP are incorporated herein by reference.

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

1. The Design Proposal shall be submitted by the Redeveloper to the City's Office of Planning and Economic Development by the date which is not more than (60)

days after the date of this Agreement; and the City shall provide its approval of the Design Proposal not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from the Office of Planning and Economic Development.

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

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

4. Notwithstanding anything to the contrary in this Section 302, the City may waive or combine the requirements of submitting Preliminary Drawings and Specifications and Final Drawings and Specifications, if the OPED is satisfied that the level of detail shown in the materials provided by the Redeveloper is sufficient to allow for the adequate review and approval of the Project.

c. No work shall be done on the construction of the Improvements to be constructed on the Property unless such work conforms in all material respects with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the OPED. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

d. In submitting all plans and specifications to the City for its approval, the Redeveloper shall consider best practices in urban design, including but not limited to pedestrian friendly design and enhancements, landscape improvements, and active ground floor uses. The City will provide a summary of required documents needed for Site Plan review.

e. No sign shall be erected or placed on the exterior of any building located on the Property, which is not enclosed within a building, unless the character, location, design, size, shape, form and lighting of such sign shall have been approved by the OPED in writing, and

complies with city zoning and historic district regulations. Flashing, exposed neon signs or signs other than those relating to businesses on the site, if any, shall not be permitted.

Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the OPED approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a “material deviation” will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would effect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements, or (4) in the event that the Redeveloper elects to alter the plan submitted to the City for the development of the Property, it shall be required to obtain written permission from the OPED prior to making said changes. If the OPED neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of a written request to approve a material deviation from the approved Final Drawings and Specifications, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of such a material deviation shall be in accordance with the provisions of Section 807 hereof.

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

Section 303: Construction of the Improvements.

a. The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Drawings and Specifications not later than ninety (90) days after delivery of the Deed to the Redeveloper. Redeveloper shall erect and properly maintain at all times as required by the conditions and the progress of work performed by or at the request of Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

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

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

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land.

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

Section 304: When Improvements Completed; Certificate of Completion

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

b. The Redeveloper shall notify the City in writing when construction is complete, and shall request a final inspection of the Improvements (a “Completion Notice”). The City shall inspect the Improvements within twenty (20) business days after receipt of the Completion Notice. The Redeveloper agrees that the City shall be under no obligation to issue a Certificate of Completion until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be required to make an inspection hereunder unless and until the Redeveloper has provided the Completion Notice.

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

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

Section 305: Prompt Payment of Obligations

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

ARTICLE IV TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

a. Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof of any partner of the Redeveloper (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except (i) the special limited partnership interest of the Redeveloper shall be allowed to be transferred to the general partner or an affiliate of the general partner, or any other limited partner (ii) the limited partnership interest of Redeveloper shall be allowed to be transferred to an investor limited partner in connection with the sale of Federal Low Income and/or Historic Tax Credits, or (iii) as provided in Section 402 hereof, without the written approval of the OPED. There shall not be any other change in the ownership of such membership interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Redeveloper, by any other methods or means, without prior written approval of OPED. The Redeveloper shall advise the City of any and all such proposed changes in ownership and shall in addition furnish the City with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the City shall require.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property,

make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it is permitted by Section 401(a), Section 402, or it complies with the following conditions:

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

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Properties and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

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

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

c. In the event that Redeveloper transfers its interest in all or any part of the Property without the required consent of the City, and such transferee shall cause a breach of the

obligations set forth in this Agreement prior to receipt of the Certificate of Completion granted pursuant to Section 304, the Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to effect such cure, the City may institute such actions or proceedings against the transferee and/or the Redeveloper as the City deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses, which may be incurred by the City in instituting and prosecuting such actions or proceedings, shall be governed by Section 501 of this Agreement.

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

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, and subject to the approval of the City, the Redeveloper shall at all times, have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and members of the Redeveloper, shall have at all times the right to encumber their individual membership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; the Redeveloper and its individual members, as the case may be, shall give prior written notice to the City of its or their request to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

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

c. The City confirms that from and after the issuance of a final Certificate of Completion for all of the Improvements, all restrictions as may be expressed or implied under Sections 401 or 402 shall terminate and no longer be of any force and effect.

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

a. If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper in the Properties, or by foreclosure (or any other party who obtains title through such Lender or any purchaser at a foreclosure sale), acquires fee simple title to the Property or any part thereof prior to the

completion of all such Improvements, the Lender (or such other person) shall, if applicable, have the following options:

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

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

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

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

Section 405: Additional Encumbrances

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

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

The Redeveloper shall pay all actual costs and expenses (including without limitation, reasonable attorneys' fees and expenses), and the amounts of all judgments and decrees which may be incurred by the City in connection with any actions taken or proceedings brought to enforce the obligations of the Redeveloper set forth in this Agreement, to the extent the City

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

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

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

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

c. Certificates of such policies and renewals shall be provided to the City upon request of the City.

Section 602: Non-Cancellation Clause

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

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

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

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

a. Whenever any Improvements, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of this Agreement, or until such date thereafter to which such term may be extended by proper amendment of the Plan, or for two (2) years from the date hereof, whichever is longer, the Redeveloper while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights of Lenders or investors permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such mortgagee and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.

e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen and been settled against insurers or others on account of damage or destruction for construction,

restoration or repair; and if there be insufficient monies received, the Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Redeveloper shall in no event be obligated under this Agreement to reconstruct, restore or repair such Improvements if applicable laws or regulations do not allow the same to be accomplished.

Section 605: Commencement and Completion of Reconstruction

Subject to any rights of Lenders or Investors, the Redeveloper shall commence to reconstruct or repair any Improvements and equipment in the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of this Agreement, or within one year (1) year from the date hereof, whichever is longer, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper.

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

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

If the Redeveloper shall fail or refuse to submit a Design Proposal or Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

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

1. The Redeveloper shall fail to perform any of its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of construction of Improvements; or
2. The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement where proper notice has been provided to the City; or

3. There is a violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof, or a change in the ownership or control of or interests in the Redeveloper;

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

b. Upon the occurrence of an Event of Default, the Redeveloper shall be immediately allowed to record the Reverter Deed at the Hampden County Registry of Deeds to recover title to the Property promptly together with all of the Improvements thereon, without cost to the City, provided that such reconveyance (i) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (ii) shall not include any portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

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

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

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;

3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;

5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and

6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders

If the City gives written notice to the Redeveloper of default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders of record of the Property permitted under this Agreement, which the City has been provided notice of from the Redeveloper. To facilitate the operation of this Section 703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807 as they relate to notices apply to it.

Section 704: Lender May Cure Breach of Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's

rights and remedies on account of a default by the Redeveloper under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to complete construction of the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach.

Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 706 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the applicable authority of the City shall find that the Redeveloper has violated the requirements of the City's "Equal Opportunity Compliance Policy" the City shall issue notice of such violation, setting forth the nature of the violation and facts to support the finding of violation. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper.

b. The Redeveloper shall have the right to appeal such notice of violation within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in

this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the applicable City official shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the City may deem appropriate.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the City and the Redeveloper, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

Section 804: Covenants to be Enforceable by the City

The covenants herein contained, in addition to all covenants, restrictions and requirements contained within the RFP, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 805: Compliance with Laws

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Redeveloper will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). The Redeveloper understands its obligation at all times during the performance of the Improvements and use of the Property, to comply with all applicable laws, rules regulations, and by-laws of the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection. Without limiting the generality of other provisions of this Agreement, Redeveloper shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 806: City Officers Barred From Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire

an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper: _____

With a copy to: Attorney _____

City: Kevin Kennedy
 Chief Development Officer
 City of Springfield
 70 Tapley Street
 Springfield, Massachusetts 01104

with a copy to: Office of the City Solicitor
 36 Court Street
 Springfield, MA 01103

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Redeveloper to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO
RESPOND WITHIN ___ BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

Section 808: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 809: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the City as to any applicable portion of the Properties, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Properties for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall have final say, and shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

The Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, sexual preference, color or national origin.

Section 812: Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to the parcel(s) conveyed pursuant to Subsection (c) of Section 401 of this Agreement, such liability shall cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Properties for the purposes of this Agreement until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Redeveloper agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees in any action or proceeding incurred in exercising rights of the City under this Agreement, on account of any default or breach of condition by Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an Event of Default of Redeveloper including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

Section 814: Waivers

Any right or remedy which the City or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Redeveloper of a right under Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

Section 815: Environmental and Other Regulatory Matters

The Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the “Indemnified Parties” and individually an “Indemnified Party”) harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys’ or other professional fees and expenses) which the City may incur on account of the Redeveloper’s breach of its obligations under this Section 815 and now or thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the “Massachusetts Contingency Plan”) and/or lead and asbestos (hereinafter collectively “Hazardous Materials”) on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue) or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by the City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental agency shall be performed by Redeveloper, and its successors and assigns, at Redeveloper’s, and its successors’ and assigns’, sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

b. The Redeveloper will comply with all requirements of any governmental agency, local, state or federal, having jurisdiction over the Property related to its condition or status as a historical property or as a result of its designation as a historic property.

c. For the purpose of this Agreement and the Deed, the term “Applicable Law” means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Redeveloper’s Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 819: Business Days

For the purposes of this Agreement, a “business day” shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsman thereof.

Section 821: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 822: Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts having jurisdiction in Hampden County or in the Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Hampden County.

Section 823: Recording

This Agreement shall be recorded by Redeveloper, at Redeveloper’s sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

IN WITNESS WHEREOF, on the ____ day of September, 2016, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

THE CITY OF SPRINGFIELD

MICHELINE MARTIN, Redeveloper

By: Kevin Kennedy
Title: Chief Development Officer
Date:

Date:

Approved:

ROBERT MARTIN, Redeveloper

By:
Title: Chief Administrative and Financial Officer
Date:

Date:

Approved:

By:
Title: City Comptroller
Date:

APPROVED:

Approved as to form:

By: Domenic J. Sarno
Title: Mayor
Date:

By:
Title: _____ City Solicitor
Date:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of April, 2015 before me, the undersigned notary public, personally appeared Micheline Martin, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of September, 2016 before me, the undersigned notary public, personally appeared Robert Martin, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of September, 2016, before me, the undersigned notary public, personally appeared Mayor Domenic Sarno, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Exhibit A

Legal Description:

A certain parcel of land known as 23-29 St. James Boulevard, Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 12 TL 145613, dated November 30, 2015, recorded at the Hampden County Registry of Deeds at Book 20992, Page 472 on December 16, 2015, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 19114, Page 232.

Exhibit B

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that **MICHELINE and ROBERT MARTIN**, individuals and Massachusetts residents, with a last address and usual place of service at _____ Springfield, Massachusetts, for **NO CONSIDERATION** grants to the **CITY OF SPRINGFIELD**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

A certain parcel of land known as 23-29 St. James Boulevard, Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 12 TL 145613, dated November 30, 2015, recorded at the Hampden County Registry of Deeds at Book 20992, Page 472 on December 16, 2015, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 19114, Page 232, known herein as “the Property”.

The Property being the same premises conveyed to Micheline and Robert Martin by deed of the City of Springfield dated September __, 2016, and recorded with the Hampden County Registry of Deeds at Book _____ and Page _____.

This Reverter Deed may be recorded by the City in the event that an Event of Default occurs as that term is set forth and defined in the Land Disposition Agreement between the City of Springfield and Micheline and Robert Martin, dated September __, 2016.

This Reverter Deed, if not properly recorded in the Hampden County Registry of Deeds, shall be void upon the issuance of a certificate of occupancy by the City of Springfield Building Department for the Property.

EXECUTED as a sealed instrument this ____th day of September, 2016.

Witness

MICHELINE MARTIN,

ROBERT MARTIN

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of September, 2016, before me, the undersigned notary public, personally appeared Micheline Martin, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

 Notary Public
 My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of September, 2016, before me, the undersigned notary public, personally appeared Robert Martin, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

 Notary Public
 My Commission Expires:

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that the **CITY OF SPRINGFIELD** (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **FORTY THOUSAND DOLLARS (\$40,000.00)**, hereby grants to **MICHELINE and ROBERT MARTIN**, _____, (“Grantee”) with a last address and usual place of service at _____, Springfield, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as 23-29 St. James Boulevard, Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. 12 TL 145613, dated November 30, 2015, recorded at the Hampden County Registry of Deeds at Book 20992, Page 472 on December 16, 2015, and by an Instrument of Taking recorded at the Hampden County Registry of Deeds at Book 19114, Page 232.

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

(1) If Grantee does not complete the planned development of the parcels (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating, preserving and redeveloping the existing structure at the property, to improve and establish commercial tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, within twelve (12) months of the date of recording of this Quitclaim Deed, ownership of the parcels shall revert back to Grantor at no cost and for no consideration, and the Grantor shall be allowed to immediately record the Reverter Deed executed and delivered to the Grantor by the Grantee; (2) Prior to commencing work of any kind on the parcels, Grantee shall gain Site Plan approval from the City of Springfield Office of Planning and Economic Development, including approval of landscaping and on-site parking; (3) The parcels are sold “as-is” and subject to any and all existing environmental conditions, whether known or unknown, responsibility for which the Grantee hereby agrees to assume; (4) Automotive uses of any kind, including but not limited to car sales and auto repair, are not permitted on the parcels; (5) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; (6) the parcels are sold subject to the covenants set forth in the Land Disposition Agreement entered into by the Grantor and the Grantee on September __, 2016 and attached hereto as Exhibit B.

This deed shall be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said land or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Mayor has received the appropriate affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this ___ day of September, 2016, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by an Order passed by its City Council on the 12th of September, 2016, and attached hereto as "Exhibit A."

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of September, 2016, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

Notary Public
My Commission Expires:

EXHIBIT A
(City Council Order – Executed)

EXHIBIT B
(LDA Executed)

INTEROFFICE MEMORANDUM

To: Tom Moore Associate City Solicitor

From: Tom Mathews (OPED)

SUBJECT: 23 – 29 ST JAMES BLVD

DATE: 9/7/2016

CC: FILE

I am requesting you to prepare a Draft deed and City Council order for the following:

Property : 23 – 29 St. James Blvd

RFP – Bid # 16–150

Successful bidders – Micheline & Robert Martin.

Contact Information:

Micheline & Robert Martin

428 Springfield Street

Springfield, Ma 01107

Phone # 413.348.1260

Email: Michmartin73@gmail.com

Attorney Contract Information:

Attorney; Thomas N. Wilson
Dunn & Wilson
98 Lower Westfield Road
Holyoke, MA 01040
Tel [413 533-6800](tel:4135336800)
e-mail: twilson@dunn-wilson.com

Sale Price: \$40,000 for 23 – 29 St James Blvd, Parcel # 11172 - 0089

The designation includes the following conditions:

1. All plans for the property including any site plans, redevelopment plans, landscaping plans, fencing plans, and paving plans must be submitted to and approved by the Office of Planning and Economic Development.
2. City's Reverter Rights will be for a period of 12 months.
3. Grantee will be responsible to make any needed zoning changes and gain Historical Commission approvals if necessary.
4. Grantee must obtain a Certificate of Occupancy from the Building Department within twelve (12) months from the date of transfer of title.
5. All excess, trash, brush, rubbish, and debris shall be cleared from the property by the Grantee within 12 month from the date of transfer of title.



City Council
36 Court Street
Springfield, MA 01103

Meeting: 09/12/16 07:00 PM
Department: City Clerk
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: At Large Councilor Hurst, Ward 5 Councilor Williams
DOC ID: 3654

TABLED

ORDINANCE (ID # 3654)

Article VII of Chapter 279: Mobile Food Trucks

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 279 thereof, by adding Article VII as follows:

Purpose.

The general goal of this ordinance is to provide designated space in downtown Springfield for food truck vendors to operate on a regular basis. Overall, food trucks would encourage greater foot traffic in the downtown area, and would benefit employees and visitors who frequent the downtown/metro center area of Springfield by providing a variety of food selections, during lunch hours. Further, food vendors with a permit would be able to operate in the designated area without utilizing existing parking or metered spaces, and all other vendors who do not purchase a permit can continue to operate on their regular route pursuant to the existing ordinances.

Definitions.

When used in this section, unless the context otherwise requires, the following terms shall have the following meanings:

Downtown Area shall mean the area of the City of Springfield whose western boundary is East Columbus Avenue, whose eastern boundary Chestnut Street, whose northern boundary is Liberty Street and whose southern boundary is Union Street.

Food establishment shall mean a business operation that stores, prepares, packages, serves, vends or otherwise provides food for human consumption as set forth in the State Sanitary Code 105 CMR 590.002.

Mobile food commissary shall mean a licensed food establishment that a mobile food truck reports to twice daily for all food and supplies and for all cleaning and sanitizing of units and equipment.

Mobile food truck shall mean a food establishment that is located upon a vehicle, or which is pulled by a vehicle, where food or beverage is cooked, prepared and served for individual portion service, such as a mobile food kitchen.

Scope.

- a. The provisions of this section shall apply to any person or other legally recognized entity engaged in the business of cooking, preparing, and distributing food or beverage with or without charge from mobile food trucks in Downtown Area between the hours 10:00 antemeridian and 6:00 postmeridian.

- b. The provisions of this section shall not apply to canteen, coffee, or ice cream trucks that move from place to place and are stationary in the same location for no more than thirty (30) minutes at a time or food vending push carts and stands.
- c. The provisions of this section shall not apply to mobile food trucks that operate outside of the Downtown Area or outside of the times of day referenced in subsection A of this Section.
- d. The provisions of this section shall not apply to mobile food operations that receive a temporary event permit issued by the Health and Human Services Department.

Mobile Food Truck Permit Required.

- a. No person or business entity, including a religious or charitable organization, shall operate a mobile food truck as described in section 40 without a permit issued by the Springfield Parking Authority.
- b. A permit shall be valid from April first (1st) to October thirtieth (30th) of a given year.

Application for a Mobile Food Truck Permit.

- a. *Single Application.* There shall be made available by the Springfield Parking Authority a single application form to apply for each mobile food truck permit. The application shall provide the following:
 - 1. A description of necessary inspections and fees;
 - 2. A description of areas of the City where the operation of mobile food trucks are limited or prohibited;
- b. *Submission of Materials.* Each application shall indicate on its face, in addition to other requirements as may be determined by the Springfield Parking Authority, that the following materials must be submitted by the applicant:
 - 1. The name of the business and its owner or owners and the mailing address of the business,
 - 2. A description of the proposed business plan for the mobile food truck operation,
 - 3. A proposed location where the mobile food truck will be stationary and serving food,
 - 4. Certification that the vehicle has passed all necessary inspections required by the Springfield Fire Department and, Health and Human Services Department,
 - 5. Proof that the mobile food truck will be serviced by a mobile food commissary,
 - 7. A certificate of insurance providing general liability insurance listing the City as additionally insured. A food truck permit shall be issued only for the explicit time period covered by the effective dates of the general liability insurance policy.

c. *Approval Process.* An application must be submitted to the Springfield Parking Authority;

1. Within sixty (60) days of the submission of a completed application, the Springfield Parking Authority shall either issue or deny the application for a permit. Any application not acted on within sixty (60) days shall be deemed denied.
2. If the application is denied in whole or in part, the Springfield Parking Authority shall state the specific reasons for the denial. The decision shall be final and subject only to judicial review under M.G.L. c. 30A, § 14.

Limitation on the Number of Permits.

There shall be no more than ten (10) permits granted pursuant to this chapter. The permits shall be issued in the following manner:

- a. Two (2) permits may be issued for the parking spaces located at Riverfront Park
- b. One (1) permit may be issued a parking space on Main Street between Boland Way and Bridge Street
- c. Seven (7) permits may be issued for parking spaces along Elm Street.

Permit Renewal.

- a. Every mobile food truck permit, unless suspended or revoked by the Parking Authority for a violation of any provision of this section or other rule or regulation promulgated for the implementation of this section, shall be renewed annually given that a renewal fee is paid prior to April first (1st) of a given year.
- b. The Springfield Parking Authority reserves the right to add, remove, and reapportion available locations among mobile food truck operations at renewal.

Rules and Regulations.

- a. *General.* The Springfield Parking Authority is hereby authorized to promulgate, additional rules and regulations appropriate for the implementation of this section, and, if necessary, work with other agencies and departments of the City and State to establish a streamlined process for the permitting of mobile food trucks; provided, however, that

~~such rules and regulations are not inconsistent with the following limitations and restrictions:~~

- ~~1. No operator of a mobile food truck shall park, stand, or move a vehicle and conduct business within areas of the City where the permit holder has not been authorized to operate;~~
 - ~~2. No permit holder shall possess a permit for a mobile food truck that is not in operation for a period of more than fourteen (14) days without duly notifying and obtaining approval from the Springfield Parking Authority.~~
 - ~~3. The issuance of a permit does not grant or entitle the exclusive use of the service route, in whole or in part, to the mobile food truck permit holder, other than the time and place as approved for the term of the permit;~~
 - ~~4. No mobile food truck shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters, unless a proposal for such seating arrangements is submitted with the permit application and approved by Springfield Parking Authority.~~
 - ~~5. Consumers shall be provided with single service articles, such as plastic forks and paper plates, and a waste container for their disposal. All mobile food trucks shall offer a waste container for public use that the operator shall empty at his own expense.~~
 - ~~6. The permit holder must keep an accurate log indicating that the mobile food truck is serviced at least twice daily by a mobile food commissary for all food, water and supplies and for all cleaning and servicing operations, including the emptying and cleaning of waste containers.~~
 - ~~7. No mobile food truck shall make or cause to be made any unreasonable or excessive noise in violation of Chapter 259 of the Revised Ordinances of the City of Springfield.~~
 - ~~8. All mobile food trucks must be equipped with a permanently mounted global positioning system (GPS) device that meets rules and regulations established by the Committee or its members.~~
 - ~~9. For mobile food trucks on public property, the City reserves the right to temporarily move a mobile food truck to a nearby location if the approved location needs to be used for emergency purposes, snow removal, construction, or other public benefit.~~
- ~~b. *Inspectional Services.* The Health and Human Services Department shall ensure compliance with the State Sanitary Code 105 CMR 590.~~

Application Fee.

- ~~a. *Application Fee.* The application fee for a permit or a renewal of a permit granted by the Committee for the operation of a mobile food truck shall be twelve hundred (\$1200.00) dollars.~~

Prohibition Against the Transfer of a Permit.

- ~~a. *Transfers for Value Prohibited.* No person holding a permit for a mobile food truck shall sell, lend, lease or in any manner transfer a mobile food truck permit for value.~~
- ~~b. *Nonvalue Transfers as Part of the Sale of a Business.* Notwithstanding subsection 279-10, a permit holder may transfer a permit as part of the sale of a majority of the stock in a corporation holding such permit, as part of the sale of a majority of the membership interests of a limited liability company holding such permit, or as part of the sale of a business or substantially all of its assets; provided that there shall be no allocated or actual value for the transfer of the permit.~~
- ~~1. Prior to any such transfer, the transferor shall notify the Springfield Parking Authority in writing and the transferee shall submit a food truck permit application for approval to the Authority pursuant to the process set forth in subsection 279-5 and any additional rules and regulations promulgated by the Authority.~~
 - ~~2. Any such transfer shall be subject to the terms and conditions of the original permit.~~
- ~~c. *Unauthorized Transfer Voids Permit.* Any unauthorized transfer or attempt to transfer a permit shall automatically void such permit. Whoever violates this provision, including both the transferor and transferee, shall be subject to a fine of three hundred (\$300.00) dollars, pursuant to section 279-5(a). The unauthorized transfer or attempt to transfer of each permit shall constitute a separate violation.~~

Operation of Mobile Food Trucks.

- ~~a. *Operation Without Permit.* Any mobile food truck being operated in the Downtown Area, during the times described in section 40, without a valid mobile food truck permit issued by the Springfield Parking Authority shall be deemed a public safety hazard and may be ticketed and impounded.~~
- ~~b. *Unattended Vehicles Prohibited.* No mobile food truck shall be parked on the street overnight, or left unattended and unsecured at any time food is kept in the mobile food truck. Any mobile food truck which is found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.~~

Enforcement.

- ~~a. *Fine for Violation.* Any permit holder operating a mobile food truck or service in violation of any provision of this section or any rules and regulations promulgated by the Springfield Parking Authority may be subject to a fine of three hundred (\$300.00) dollars per day. Each day of violation shall constitute a separate and distinct offense. The provisions of G.L. c. 40, s. 21D may be used to enforce this section.~~
- ~~b. *Revocation, Suspension, Modification.* Once a permit has been issued it may be revoked, suspended, modified, or not renewed by the Springfield Parking Authority for failure to comply with the provisions of this section or any rules and regulations promulgated by the Authority.~~
- ~~c. *Removal.* Any permit holder found in violation of this section or any rules and regulations promulgated by the Springfield Parking Authority may be issued a ticket for violation and the mobile food vehicle may be impounded.~~
- ~~d. *Enforcement.* The provisions of this section or any rules and regulations promulgated by the Parking Authority may be enforced jointly by the Springfield Police Department and the Springfield Health and Human Services Department.~~

~~Severability.~~

~~If any provision of this section is held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.~~

RESULT:
REFERRED TO COMMITTEE
Next: 10/3/2016 7:00 PM



City Council
36 Court Street
Springfield, MA 01103

Meeting: 09/12/16 07:00 PM
Department: Law
Category: General
Prepared By: Kathy Breck
Initiator: Thomas Moore
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 3652

SCHEDULED

ORDINANCE (ID # 3652)

Order Amending Code Chapter 213, Health and Sanitation, To Add Article II, Freshwater Fish Consumption Advisory

AN ORDER AMENDING CHAPTER 213 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING ARTICLE II THEREOF:

ORD. NO. ____

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

Chapter 213 of the Code of the City of Springfield, is hereby amended by adding Article II, Freshwater Fish Consumption, including Sections 213-2 through 213-8 as follows:

ARTICLE II: Freshwater Fish Consumption Advisory

§213-2 Purpose and Intent

Due to the high levels of mercury found in freshwater fish in Massachusetts, the Massachusetts Department of Public Health has established guidelines for the safe consumption of freshwater fish caught in bodies of water in Massachusetts. Specifically, these safe eating guidelines advise that pregnant women, women who may become pregnant, nursing mothers, and children under the age of twelve, should not eat any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts.

The purpose of this ordinance is to require the City of Springfield to construct and maintain signs informing the public of the Massachusetts Department of Public Health's blanket advisory regarding the high levels of mercury in the state's freshwater fish. The signs will advise the public that women of childbearing age and children under the age of twelve should not consume any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts. These warning signs are necessary to promote the public health and safety of the citizens of the City of Springfield through increased awareness of this mercury contamination.

§213-3 Definitions

3.1 "Bodies of water" refers to any lake, pond, river, stream, tributary, brook, creek, but is not exclusive to the above list.

(i) "Private body of water" refers to any body of water owned by private citizens or companies.

(ii) "Public body of water" refers to any body of water owned by the City of Springfield.

3.2 "Damage/Destruction by natural causes" refers to any damage or destruction caused by weather, natural disaster, deterioration such as rust, damage caused by felled trees, or any other natural wear and tear. This is not an exclusive list. Damage by natural causes does not include any man-made damage to the signs.

3.3 "Established entrance" refers to any commonly used access point and/or highly traveled path to the body of water.

3.4 "Freshwater fish" are species of fish that spend a period of time in their lifecycle including reproductive cycle in rivers, streams, lakes and ponds. Species include but are not limited to: Atlantic Salmon, Black Crappie, Bluegill, Brook Trout, Brown Trout, Catfish, Chain Pickerel, Common Dace, Lake Trout, Largemouth Bass, Muskellunge, Northern Pike, Pumpkinseed, Rainbow Trout, Smallmouth Bass, White Crappie, and Yellow Perch.

3.5 "Man-made damages" refers to any damage or destruction not naturally caused, including, but not limited to, vandalism.

3.6 "Mercury" is a heavy metal element that in high levels can be toxic to humans.

(i) "Mercury contamination" refers to levels of mercury deemed to be hazardous to life by the Massachusetts Department of Public Health.

§213-4 Regulations

4.1 Warning signs shall be constructed, erected, and maintained in accordance with this ordinance, at every public body of water in the City of Springfield.

4.2 The signs shall be located at every established entrance to a body of water, or within (twenty) feet of the body of water's banks, placed in highly visible areas.

4.3 Each sign shall state, "WARNING - Women of childbearing age, and children under the age of twelve, should avoid consumption of the freshwater fish in these waters due to high levels of mercury and other contaminants." Each signs shall be bilingual; posted in English and Spanish.

4.4 To ensure uniformity of the signs throughout the City of Springfield, the signs shall be in conformance to the type, size, style, color, material, placement, and any other specifications mandated by other applicable City of Springfield ordinances or other binding legal authority.

4.5 The City of Springfield shall be responsible for any and all fees to install and maintain all signs erected in accordance with this ordinance.

§213-5 Exemptions

5.1 Bodies of water privately owned within the City of Springfield limits are exempted from this ordinance, however, are still encouraged to comply. Privately owned bodies of water in compliance with section 3.1 to 3.4 of this ordinance shall have all sign construction and maintenance fees paid for by the City of Springfield per section 3.5 of this ordinance.

5.2 Freshwater fish that are stocked in lakes, ponds, rivers, streams, tributaries, brooks, or creeks in Massachusetts are deemed safe to consume and thus exempted from this ordinance.

5.3 Any public body of water within the City of Springfield that is tested by the Massachusetts

Department of Public Health and found to have safe levels of mercury contaminants for all freshwater fish shall be deemed exempt from this ordinance.

(i) If deemed safe under the section 4.3 exemption, testing must be done every (two years) to maintain exempt status.

5.4 Any public body of water within the City of Springfield that is tested by the Massachusetts Department of Public Health and found to have safe levels of mercury contaminants for some or certain species of freshwater fish, signs shall be amended, as per section 4.5, at said body of water in accordance with the new guidelines.

5.5 Every (two years) signs constructed under this ordinance shall be reviewed for their accuracy, and amended in accordance with section 4.4.

§213-6 Administration and Enforcement

6.1 The City of Springfield shall designate a specific department within the city to construct and maintain these signs.

6.2 The City of Springfield Board on Signs shall approve or disapprove each notice received by the City, relative to an application for the location of a sign.

6.3 Signs constructed in accordance with this ordinance, which are damaged or destroyed through natural causes shall be the responsibility of the department assigned to maintenance by the City of Springfield. The department responsible for maintenance of the damaged sign shall have the authority to recover the costs of replacing the sign from the City of Springfield.

6.4 Signs constructed in accordance with this ordinance, which are damaged or destroyed by man-made causes shall be the responsibility of the person who is found to have caused the damages. Any such person found to be responsible for damage or destruction of any sign constructed through this ordinance shall pay

to the City of Springfield all of the costs for such damage or destruction, including, but not limited to, costs for sign removal and replacement. Failure to pay for damage or destruction may result in legal action against the responsible party for all costs, such as court costs and reasonable attorney fees.

§213-7 Effective Date

This ordinance will take effect on (TBD).

§213-8 Severability

Each separate provision of this ordinance shall be deemed independent of all other provisions herein, and if any provision of this section be declared invalid by a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

RESULT: FIRST STEP

Next: 10/3/2016 7:00 PM

To The City Council of the City of Springfield:

The undersigned respectfully petition your honorable body

to amend the Springfield Zoning Ordinance, text enacted May 28, 2013, effective August 26, 2013, as follows:

Article 2 (Definitions):

- Amending the definition of "Buffer Planting Strip" as follows:

A strip of land within a parcel used to protect an abutting land use from the land use on the subject parcel consisting of dense evergreens, not less than three (3) feet in height at the time of planting and an appropriate wall or solid fence, not less than six (6) feet in height. This strip of land shall be permanently maintained.

- Amending the definition of "Lot, Corner" as follows:

LOT, CORNER. A LOT abutting two or more STREETS at their intersection, or upon two parts of the same STREET forming an interior angle of less than one hundred thirty-five degrees. A CORNER LOT has two (2) FRONT LOT LINES, two (2) FRONT YARDS, two (2) SIDE YARDS and no REAR YARD. See Figure 2-4.

- Amending the definition of "Front Yard" as follows:

FRONT YARD. A YARD extending across the full width of a LOT between the FRONT LOT LINE and nearest point of any BUILDING. In the case of a corner lot, the front yard shall be determined by the side of the building which contains the main door.

- Amending the definition of "Rear Yard" as follows:

REAR YARD. A YARD extending across the full width of the LOT between the REAR LOT LINE and nearest point of any BUILDING. In the case of a triangular lot, the rear yard shall be the open space between the rear wall of the building and a line half-way between it and the point of intersection of the side lines of the lot. In no case shall the rear yard be located between the house and the street.

Article 4 (Use Regulations):

- Amending Section 4.3.20 as follows:

RECEIVED
2016 JUN 28 P 2:24
CITY CLERK'S OFFICE
SPRINGFIELD, MA

Notwithstanding any provision to the contrary in Table 4-4 or Section 10.3, where a site and/or building is being rehabilitated, renovated, or rebuilt, and its use, site layout, and appearance will remain substantially similar to the previous use (including the appearance of the site and building), ~~only a Tier 1 review will be required~~ **shall not require any approvals under this ordinance.**

- Amending Table 4-2 as follows:

Multi-Family Dwellings	3 to 9 5 dwelling units	10 6 to 15 9 dwelling units	16 10 and more dwelling units
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- Amending Table 4-4 as follows:
 - Section 2.3(1) – under Res C/C2, Com A, Bus A and Bus B change from “2” to “T”
 - Section 2.3(2) – under Additional Regulations delete 4.4.80 and 4.4.85
 - Section 2.4 0 under Additional Regulations delete Table 5-5 and add 5.3.20
 - Section 3.2 – under Additional Regulations change 6.2 to 4.6, change 12.7 to 12.6
 - Section 10.2 – under Bus C changing “2” to “T”; under MUI and IA changing “2” to “1”
 - Section 12.6 – under IA change from “4” to “3”
 - Section 16.1 – under MUI, IA, IP change “2” to “Y”
 - Section 17.3 - under Additional Regulations change 6.3 to 6.2
- Amending Section 4.4.13 as follows:

Mixed-use Buildings Containing Dwelling Units or **Residential Buildings** in Commercial A, Business A, Business B, Business C, and Mixed Use Industrial Districts

In order to maintain an active pedestrian STREET environment, enhance the character of commercial districts, and maintain continuity of commercial activity without interruption by residential façades, the portion of all MIXED-USE BUILDINGS **OR RESIDENTIAL BUILDINGS** along STREET FRONTAGES shall be used only for non-residential purposes, except for entrances to the residential units. The following additional requirements shall apply **and may only be waived with written approval from the Office of Planning & Economic Development.**

A. All DWELLING UNITS ~~in MIXED-USE BUILDINGS~~ shall be located as follows:

- DWELLING UNITS located above the STREET level may be placed anywhere ~~within a MIXED-USE BUILDING~~ in accordance with the density established in tables 5-5 and 5-6.

- Amend Section 4.4.20 as follows:

A SWIMMING POOL shall not be nearer than eight (8) feet to any LOT LINE or eight (8) feet to any DWELLING or located between the front of the BUILDING and the STREET LINE. **All SWIMMING POOLS shall be enclosed by a fence at least four (4) feet in height and/or shall meet the fencing and enclosure requirements as per the Massachusetts Building Code (780 CMR).**

- Amend Section 4.4.71(B) as follows:
 - In addition to the applicable standards in Section 4.6, the following regulations shall apply for CHILD CARE CENTERS and SCHOOL AGE CHILD PROGRAMS **which are located within residentially zoned properties.**
- Amend Section 4.5.32(2) as follows:
 SIGNS shall comply with all applicable SIGN regulations found in Article 9 ~~and shall not exceed four (4) square feet of display area on all sides within Residential DISTRICTS.~~

Article 5 (Dimensional and Intensity Regulations):

- Amending Table 5-1 by amending “Minimum Building Lot Width at Building Line” - under Res B for single-family from “50” to “60” and under Res B for two-family from “50” to “80”.
- Amending Table 5-1 by adding footnote #7 to state: **“In the case of a corner lot, there shall be equal to or greater than fifteen (15) feet between the building and the side property line fronting on a street.”**
- Amending Table 5-1 – under “Minimum Side and Rear Yards – Principal Buildings” – adding footnote #7 to Res A-1, Res A, Res B and Res C.
- Amending Table 5-1 – under “Minimum Side and Rear Yards – Residential Garages and Other Accessory Buildings” – adding **“(Also refer to Article 4, Section 4.4.14)”**.
- Amending Table 5-1 – under “Minimum Side and Rear Yards – Residential Garages and Other Accessory Buildings” – under Res B- changing “0” to “3” and changing footnote “3” to “5”.
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- Amending Section 5.6 by changing “Section 6.2” to “Section 6.1”.
- Amending Section 5.2.10 as follows:
 For the dimensions of ~~MIXED-USE BUILDINGS~~ with Dwelling Units located in non-residential ZONING DISTRICTS, see ~~tables 5-5~~ **Section 5.3.20** and **Table 5-6**.
- Amending Section 5.2.80 as follows:

The front of a SINGLE-FAMILY DWELLING or TWO-FAMILY DWELLING on an INTERIOR LOT shall face the STREET; ~~a door to each DWELLING UNIT shall either (a) face the STREET or (b) open onto a PORCH that provides access from the STREET side of the BUILDING.~~ **and shall contain the main door.**

- Amending Section 5.3.20 as follows:
 - Deleting Table 5-5 and adding the following language:

Residential uses located within Office A shall following the dimensional regulations outline for Res B, as found in Section 5.2.

Residential uses located within Commercial A, Business A, Business B, Business C and Business D shall follow the dimensional regulations outlined for Residence C, as found in Section 5.2.¹

Residential development is not allowed within the Commercial P or Business B-1 districts.

Within the Industrial A district, no building or other structure(s) shall be erected, altered or used and no land shall be used or occupied for residential purposed, EXCEPT, where subdivision plans or individual building lots existed, and were duly recorded or registered, prior to the enactment of this ordinance.

¹ **For ground floor residential, refer to Article 4, Section 4.4.13**

Article 7 (Site Regulations):

- Amending Section 7.1.32(c) by deleting the following:

The availability of shared parking with binding agreements to secure its long-term availability; ~~where adjoining parking areas are connected directly to one another, to a service road or alley to reduce turning movements onto roads.~~
- Amending Table 7-1 by adding “colleges” and “1 space per faculty /0.5 spaces per students”
- Amending Table 7-1 under “other categories” as follows:

~~Tier 1 Administrative Site Plan Review in accordance with 7.1.32 and Section 12.2~~
Determination by the Building Commissioner or his/her designee”.
- Amending Section 7.1.53 as follows:

D. These requirements may be reduced through the course of Site Plan Review.
- Amending Section 7.3.21 as follows:

Except in the Business D District, no ACCESSORY DRIVE-THROUGH FACILITIES shall be located in the REQUIRED FRONT YARD. **Further, no ACCESSORY DRIVE-THROUGH FACILITIES shall be located** ~~or~~ in any REQUIRED SIDE OR REAR YARD **if abutting a residential district. These requirements may be waived if it is determined that these requirements would make** ~~unless this requirement would make the accessory drive-through infeasible. This~~ which determination shall be made, taking into account the required configuration of the building and related drive-through structure in order to provide drive-through services in relation to the size, shape and topography of the lot where such USE is proposed to be carried out. This prohibition applies to Structures, stacking lanes, and other related facilities.

- Amending Section 7.4.21 as follows:

~~A Tier 3 Special Permit shall be required for construction of a FENCE greater than six (6) feet in height that is located either in a Residential District or within ten (10) feet of a LOT LINE of a Residential USE.~~ **In any Residential District, a fence higher than six (6) feet shall require a Special Permit from the Planning Board. The same requirement shall apply to such a fence in excess of eight (8) feet, located within a Business District, if said fence is located within ten (10) feet of the property line of a residential use.**

- Amending Section 7.4.32 as follows:

Where two (2) land uses ~~districts~~ abut each other, the more intense ~~district~~ use must provide a BUFFER PLANTING STRIP when adjacent to residential districts **and/or residential uses** ~~or to less intense residential districts.~~ **This requirement shall apply to pre-existing lots where a new use or a more intensive use is established.** All DEVELOPMENT must follow the buffer and screening requirements in Table 7-3 and illustrated in Figure 7-1.

Article 9 (Sign Regulations):

- Amending Section 9.8.22 as follows:

The thickness between the SIGN faces shall not exceed one (1) foot. The closest point of a PROJECTING SIGN to a BUILDING wall shall not exceed one (1) foot. A PROJECTING SIGN shall maintain a minimum clearance of eight (8) feet above a walkway or sidewalk. **"A Projecting Sign shall not extend more than three (3) feet beyond the street line".**

- Amending Section 9.3.70 as follows:

9.3.78 CHANGING IMAGE SIGNS shall only be accessory to a GROUND SIGN.

9.3.79 If the CHANGING IMAGE SIGN is double sided, the distance between the two (2) signs shall not exceed twelve (12) inches.

9.3.80 CHANGING IMAGE SIGN(s) shall be equipped with automatic dimming capability to automatically adjust the illuminative brightness of the display according to ambient

light conditions by means of a light detector/photocell. Further, the light produced by such signs shall not exceed 0.3 foot candles over ambient light levels. The ambient light reading shall be taken at least thirty (30) minutes past sunset with the sign turned off or displaying all black copy. The fully lit reading shall be taken with the sign displaying all white copy. Measurement of the light levels shall be taken perpendicular to the face of the sign and at a distance of fifty (50) feet from the source.

- Amending Section 9.10.10 as follows:

One (1) SIGN may be ERECTED without a SIGN PERMIT to announce a church bazaar, fair, circus, festival, business or shop opening, special sale by a store or business, or similar event. Such SIGN shall identify the event and the date of the event, and it may display the event's sponsor, organizer or main feature.

Article 11 (Administration):

- Amending Section 11.1.14 as follows:

11.1.14 Action on Building Permits

The BUILDING COMMISSIONER shall grant or deny a BUILDING PERMIT as soon as practical, but in no event in more than thirty (30) days of receiving a complete application, and shall inform the applicant by sending the permit or denial by mail, or by delivering it in person to the applicant at the BUILDING COMMISSIONER'S Office, within that thirty (30) day period. The issuance of a BUILDING PERMIT does not relieve an applicant or an owner of the responsibility to obtain all required permits under this Ordinance or any other applicable local, state, or federal law or regulation.

Article 12:

- Amending Section 12.1.41 as follows:

The Office of Planning and Economic Development shall ensure that all agencies, boards, commissions, and departments with jurisdiction over a project are informed of any pending applications and invited to participate in the decision process under this Article. However, the reviews listed in this Article are to ensure compliance with the underlying zoning regulations. These reviews shall not, in anyway, supersede or replace any additional reviews required by other City Departments (i.e. Department of Public Works, Building Department, Fire Department, etc.). The Office of Planning and Economic Development Office of Neighborhood Services shall keep a list of neighborhood councils designated by the Planning Board, ~~who~~ that shall be notified by the Office of Planning & Economic Development of Tier 2 and 3 applications submitted to the Office of Planning and Economic Development. Such notification of neighborhood councils shall supplement the required notification of abutters, newspaper publication, and other forms of public notice contained in Sections 12.3.33, and 12.4.33.

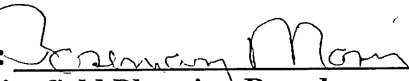
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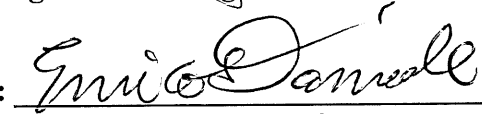
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 36 Court Street
 Springfield, MA 01103

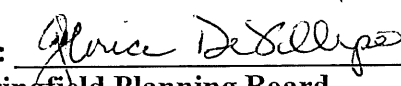
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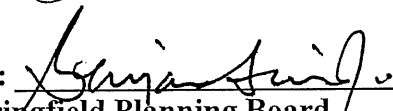
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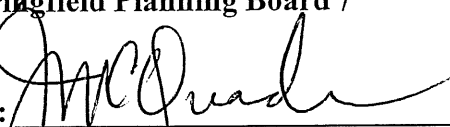
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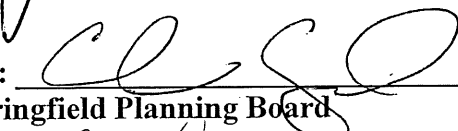
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OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

ZONING ORDINANCE AMENDMENT
EDITS/CORRECTIONS TO EXISTING ZONING ORDINANCE

GENERAL INFORMATION

Petitioner:	Springfield Planning Board
Request:	To make a number of corrections/edits to the existing Zoning Ordinance approved May 28, 2013 and effective August 26, 2013.
Location:	City Wide
Parcel Size:	N/A
Purpose:	Revise and update current ordinance.
Surrounding Land Use and Zoning:	N/A
Comprehensive/ Neighborhood Plan:	N/A
Tax Status:	N/A
Planning Board Hearing:	7-20-16

SPECIAL INFORMATION

Traffic & Parking:	n/a
Physical Characteristics:	n/a
Other Notes:	n/a

ANALYSIS

The Office of Planning & Economic Development, in conjunction with the Zoning Administrator and Building Department have been noting a number of corrections/edits found within the revised Zoning Ordinance which was approved by the City Council in May and became effective in August. A copy of the full proposal has been attached to this analysis.

As can be seen by the attached amendments, many of the proposed edits deal directly with correcting errors found within the document since its implementation as well as providing clarification to the underlying regulations. These include changes to section numbering, deleting or adding of specific terms and/or language and the removal of references to sections that no longer exist within the approved document.

In addition, after having the opportunity to work with the document over the last three (3) years, there have been a number of issues that have arisen during the permitting process in which the Building Department have asked us to address. One such issue relates to the new requirements of a "corner lot", "front yard" and "rear yard". These

were new requirements that were added to the new document but have been found to be very cumbersome to many developers. The same was also true for the new regulations for developing residential units within business zones. At the request of the Building Department, these requirements are being modified and will be handled as it was under the previous ordinance.

One of the more significant amendments being proposed is the change to the number of housing units allowed to be developed with only a Site Plan Review as opposed to a special permit. Currently, a new residential development only requires a special permit when it proposes to develop sixteen (16) or more units. Under the proposal being presented, this number would be reduced to ten (10) or more units. This proposal is in response to a number of concerns raised by neighborhood organizations about the new construction of larger residential developments. The most recent example of this is the multi-family development currently being constructed on Boston Road. The staff believes that by requiring these larger developments to fall under a special permit as opposed to only a Site Plan Review will allow the City much more oversight to ensure that these developments are appropriate for areas in which they are being proposed.

In addition, the staff is recommending a number of changes to the “changing image sign” section of the ordinance. Most notably is the requirement for an automatic dimming capability. Currently, there are no regulations controlling the brightness of these signs. Due to the fact that many of these signs are located within neighborhood commercial districts, the staff feels it is appropriate to ensure that these signs do not become a nuisance to surrounding businesses or the neighborhood as a whole.

Overall, as indicated by the staff when this document was originally passed, a continued monitoring of this ordinance is required to identify errors and/or processes which have been determined to be incorrect or that have been found to impede with the development process. As the City of Springfield moves forward with this document and continues to implement these new development controls, the staff is sure that additional edits will be required and, as pledged, will continue to make sure that this is a living document that continues to enhance the development patterns within the City of Springfield.

RECOMMENDATION

Approve.



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND SIXTEEN

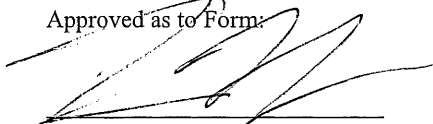
AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

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

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by amending Article 2 definition of "Buffer Planting Strip", "Lot, Corner", "Front Yard", "Rear Yard"; Article 4, Section(s) 4.3.20, Table 4-2, Table 4-4, Section 4.4.13, 4.4.20, 4.4.71(B) and 4.5.32(2); Article 5, Table 5-1, Section 5.6, 5.2.10, 5.2.80 and 5.3.20; Article 7, Section 7.1.32(c), Table 7-1, Section 7.1.53, 7.3.21, 7.4.21 and 7.4.32; Article 9, Section 9.8.22, 9.3.70 and 9.10.10; Article 11, Section 11.1.14; Article 12, Section 12.1.41 (see attached for full text). "The entire City Building Zone Map of the City of Springfield."

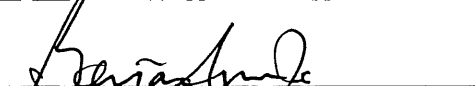
Approved as to Form:



Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on July 20, 2016, regarding the above Ordinance amendment.

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



Ben Swan, Jr., Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND SIXTEEN

AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by amending Article 2 definition of “Buffer Planting Strip”, “Lot, Corner”, “Front Yard”, “Rear Yard”; Article 4, Section(s) 4.3.20, Table 4-2, Table 4-4, Section 4.4.13, 4.4.20, 4.4.71(B) and 4.5.32(2); Article 5, Table 5-1, Section 5.6, 5.2.10, 5.2.80 and 5.3.20; Article 7, Section 7.1.32(c), Table 7-1, Section 7.1.53, 7.3.21, 7.4.21 and 7.4.32; Article 9, Section 9.8.22, 9.3.70 and 9.10.10; Article 11, Section 11.1.14; Article 12, Section 12.1.41 (see attached for full text). “The entire City Building Zone Map of the City of Springfield.”

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3184
SECTION: Entire City

DATE: July 21, 2016

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Springfield Planning Board

ADDRESS: Entire City

CHANGE REQUESTED: SEE ATTACHED

PETITIONER'S PURPOSE STATEMENT: To correct/edit the recently approved Zoning Ordinance in order to address issues that have arisen since being passed in May 2013. The proposed edits/corrections are in conjunction with the Building Department and the Zoning Administrator.

DATE OF PUBLIC HEARING: July 20, 2016

DATE OF FINAL DECISION: July 20, 2016

BOARD MEMBERS PRESENT and COUNT: seven (7); Ms. Morin, Mr. Daniele, Ms. DeFillipo, Mr. Swan, Mr. Florian, Ms. McQuade and Mr. Cuningham

FINAL MOTION: Approve

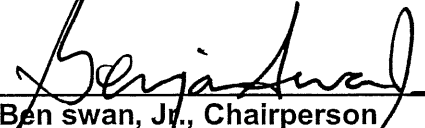
IN FAVOR: seven (7); Ms. Morin, Mr. Daniele, Ms. DeFillipo, Mr. Swan, Mr. Florian, Ms. McQuade and Mr. Cuningham

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,


Ben swan, Jr., Chairperson

Attachment: 3184_Zoning_Amendments_2016_CC (3610 : City Wide - Edits/Corrections to Existing Zoning Ordinance)

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

to amend the Springfield Zoning Ordinance, text enacted May 28, 2013, effective August 26, 2013, as follows:

Article 2 (Definitions):

- Amending the definition of "Buffer Planting Strip" as follows:

A strip of land within a parcel used to protect an abutting land use from the land use on the subject parcel **consisting of dense evergreens, not less than three (3) feet in height at the time of planting and an appropriate wall or solid fence, not less than six (6) feet in height. This strip of land shall be permanently maintained.**

- Amending the definition of "Lot, Corner" as follows:

LOT, CORNER. A LOT abutting two or more STREETS at their intersection, or upon two parts of the same STREET forming an interior angle of less than one hundred thirty-five degrees. ~~A CORNER LOT has two (2) FRONT LOT LINES, two (2) FRONT YARDS, two (2) SIDE YARDS and no REAR YARD.~~ See Figure 2-4.

- Amending the definition of "Front Yard" as follows:

FRONT YARD. A YARD extending across the full width of a LOT between the FRONT LOT LINE and nearest point of any BUILDING. **In the case of a corner lot, the front yard shall be determined by the side of the building which contains the main door.**

- Amending the definition of "Rear Yard" as follows:

REAR YARD. A YARD extending across the full width of the LOT between the REAR LOT LINE and nearest point of any BUILDING. **In the case of a triangular lot, the rear yard shall be the open space between the rear wall of the building and a line half-way between it and the point of intersection of the side lines of the lot. In no case shall the rear yard be located between the house and the street.**

Article 4 (Use Regulations):

- Amending Section 4.3.20 as follows:

Notwithstanding any provision to the contrary in Table 4-4 or Section 10.3, where a site and/or building is being rehabilitated, renovated, or rebuilt, and its use, site layout, and appearance will remain substantially similar to the previous use (including the appearance of the site and building), ~~only a Tier 1 review will be required~~ **shall not require any approvals under this ordinance.**

- Amending Table 4-2 as follows:

Multi-Family Dwellings	3 to 9 5 dwelling units	10 6 to 15 9 dwelling units	16 10 and more dwelling units
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- Amending Table 4-4 as follows:
 - Section 2.3(1) – under Res C/C2, Com A, Bus A and Bus B change from “2” to “T”
 - Section 2.3(2) – under Additional Regulations delete 4.4.80 and 4.4.85
 - Section 2.4 0 under Additional Regulations delete Table 5-5 and add 5.3.20
 - Section 3.2 – under Additional Regulations change 6.2 to 4.6, change 12.7 to 12.6
 - Section 10.2 – under Bus C changing “2” to “T”; under MUI and IA changing “2” to “1”
 - Section 12.6 – under IA change from “4” to “3”
 - Section 16.1 – under MUI, IA, IP change “2” to “Y”
 - Section 17.3 - under Additional Regulations change 6.3 to 6.2
- Amending Section 4.4.13 as follows:

Mixed-use Buildings Containing Dwelling Units or **Residential Buildings** in Commercial A, Business A, Business B, Business C, and Mixed Use Industrial Districts

In order to maintain an active pedestrian STREET environment, enhance the character of commercial districts, and maintain continuity of commercial activity without interruption by residential façades, the portion of all MIXED-USE BUILDINGS **OR RESIDENTIAL BUILDINGS** along STREET FRONTAGES shall be used only for non-residential purposes, except for entrances to the residential units. The following additional requirements shall apply **and may only be waived with written approval from the Office of Planning & Economic Development.**

A. All DWELLING UNITS in ~~MIXED-USE BUILDINGS~~ shall be located as follows:

- DWELLING UNITS located above the STREET level may be placed anywhere ~~within a MIXED-USE BUILDING~~ in accordance with the density established in tables 5-5 and 5-6.

- Amend Section 4.4.20 as follows:

A SWIMMING POOL shall not be nearer than eight (8) feet to any LOT LINE or eight (8) feet to any DWELLING or located between the front of the BUILDING and the STREET LINE. **All SWIMMING POOLS shall be enclosed by a fence at least four (4) feet in height and/or shall meet the fencing and enclosure requirements as per the Massachusetts Building Code (780 CMR).**

- Amend Section 4.4.71(B) as follows:
 - In addition to the applicable standards in Section 4.6, the following regulations shall apply for CHILD CARE CENTERS and SCHOOL AGE CHILD PROGRAMS **which are located within residentially zoned properties.**
- Amend Section 4.5.32(2) as follows:

SIGNS shall comply with all applicable SIGN regulations found in Article 9 ~~and shall not exceed four (4) square feet of display area on all sides within Residential DISTRICTS.~~

Article 5 (Dimensional and Intensity Regulations):

- Amending Table 5-1 by amending “Minimum Building Lot Width at Building Line” - under Res B for single-family from “50” to “60” and under Res B for two-family from “50” to “80”.
- Amending Table 5-1 by adding footnote #7 to state: **“In the case of a corner lot, there shall be equal to or greater than fifteen (15) feet between the building and the side property line fronting on a street.”**
- Amending Table 5-1 – under “Minimum Side and Rear Yards – Principal Buildings” – adding footnote #7 to Res A-1, Res A, Res B and Res C.
- Amending Table 5-1 – under “Minimum Side and Rear Yards – Residential Garages and Other Accessory Buildings” – adding **“(Also refer to Article 4, Section 4.4.14)”**.
- Amending Table 5-1 – under “Minimum Side and Rear Yards – Residential Garages and Other Accessory Buildings” – under Res B- changing “0” to “3” and changing footnote “3” to “5”.
- Amending Table 5-1 – under “Minimum Side and Rear Yards – Residential Garages and Other Accessory Buildings” – under Res C- changing “0” to “3”.
- Amending Section 5.6 by changing “Section 6.2” to “Section 6.1”.
- Amending Section 5.2.10 as follows:

For the dimensions of ~~MIXED-USE BUILDINGS with~~ Dwelling Units located in non-residential ZONING DISTRICTS, see ~~tables 5-5~~ **Section 5.3.20** and **Table 5-6**.
- Amending Section 5.2.80 as follows:

The front of a SINGLE-FAMILY DWELLING or TWO-FAMILY DWELLING on an INTERIOR LOT shall face the STREET; ~~a door to each DWELLING UNIT shall either (a) face the STREET or (b) open onto a PORCH that provides access from the STREET side of the BUILDING.~~ **and shall contain the main door.**

- Amending Section 5.3.20 as follows:

- Deleting Table 5-5 and adding the following language:

Residential uses located within Office A shall following the dimensional regulations outline for Res B, as found in Section 5.2.

Residential uses located within Commercial A, Business A, Business B, Business C and Business D shall follow the dimensional regulations outlined for Residence C, as found in Section 5.2.¹

Residential development is not allowed within the Commercial P or Business B-1 districts.

Within the Industrial A district, no building or other structure(s) shall be erected, altered or used and no land shall be used or occupied for residential purposed, EXCEPT, where subdivision plans or individual building lots existed, and were duly recorded or registered, prior to the enactment of this ordinance.

¹ **For ground floor residential, refer to Article 4, Section 4.4.13**

Article 7 (Site Regulations):

- Amending Section 7.1.32(c) by deleting the following:

The availability of shared parking with binding agreements to secure its long-term availability; ~~where adjoining parking areas are connected directly to one another, to a service road or alley to reduce turning movements onto roads.~~

- Amending Table 7-1 by adding "colleges" and "1 space per faculty /0.5 spaces per students"

- Amending Table 7-1 under "other categories" as follows:

~~Tier 1 Administrative Site Plan Review in accordance with 7.1.32 and Section 12.2~~
Determination by the Building Commissioner or his/her designee".

- Amending Section 7.1.53 as follows:

D. These requirements may be reduced through the course of Site Plan Review.

- Amending Section 7.3.21 as follows:

Except in the Business D District, no ACCESSORY DRIVE-THROUGH FACILITIES shall be located in the REQUIRED FRONT YARD. **Further, no ACCESSORY DRIVE-THROUGH FACILITIES shall be located or in any REQUIRED SIDE OR REAR YARD if abutting a residential district. These requirements may be waived if it is determined that these requirements would make unless this requirement would make the accessory drive-through infeasible. This which** determination shall be made, taking into account the required configuration of the building and related drive-through structure in order to provide drive-through services in relation to the size, shape and topography of the lot where such USE is proposed to be carried out. This prohibition applies to Structures, stacking lanes, and other related facilities.

- Amending Section 7.4.21 as follows:

~~A Tier 3 Special Permit shall be required for construction of a FENCE greater than six (6) feet in height that is located either in a Residential District or within ten (10) feet of a LOT LINE of a Residential USE.~~ **In any Residential District, a fence higher than six (6) feet shall require a Special Permit from the Planning Board. The same requirement shall apply to such a fence in excess of eight (8) feet, located within a Business District, if said fence is located within ten (10) feet of the property line of a residential use.**

- Amending Section 7.4.32 as follows:

~~Where two (2) land uses districts abut each other, the more intense district use must provide a BUFFER PLANTING STRIP when adjacent to residential districts and/or residential uses or to less intense residential districts.~~ **This requirement shall apply to pre-existing lots where a new use or a more intensive use is established.** All DEVELOPMENT must follow the buffer and screening requirements in Table 7-3 and illustrated in Figure 7-1.

Article 9 (Sign Regulations):

- Amending Section 9.8.22 as follows:

The thickness between the SIGN faces shall not exceed one (1) foot. The closest point of a PROJECTING SIGN to a BUILDING wall shall not exceed one (1) foot. A PROJECTING SIGN shall maintain a minimum clearance of eight (8) feet above a walkway or sidewalk. **"A Projecting Sign shall not extend more than three (3) feet beyond the street line".**

- Amending Section 9.3.70 as follows:

9.3.78 CHANGING IMAGE SIGNS shall only be accessory to a GROUND SIGN.

9.3.79 If the CHANGING IMAGE SIGN is double sided, the distance between the two (2) signs shall not exceed twelve (12) inches.

9.3.80 CHANGING IMAGE SIGN(s) shall be equipped with automatic dimming capability to automatically adjust the illuminative brightness of the display according to ambient

light conditions by means of a light detector/photocell. Further, the light produced by such signs shall not exceed 0.3 foot candles over ambient light levels. The ambient light reading shall be taken at least thirty (30) minutes past sunset with the sign turned off or displaying all black copy. The fully lit reading shall be taken with the sign displaying all white copy. Measurement of the light levels shall be taken perpendicular to the face of the sign and at a distance of fifty (50) feet from the source.

- Amending Section 9.10.10 as follows:

One (1) SIGN may be ERECTED without a SIGN PERMIT to announce a church bazaar, fair, circus, festival, business or shop opening, special sale by a store or business, or similar event. Such SIGN shall identify the event and the date of the event, and it may display the event's sponsor, organizer or main feature.

Article 11 (Administration):

- Amending Section 11.1.14 as follows:

11.1.14 Action on Building Permits

The BUILDING COMMISSIONER shall grant or deny a BUILDING PERMIT as soon as practical, but in no event in more than thirty (30) days of receiving a complete application, and shall inform the applicant by sending the permit or denial by mail, or by delivering it in person to the applicant at the BUILDING COMMISSIONER's Office, within that thirty (30) day period. The issuance of a BUILDING PERMIT does not relieve an applicant or an owner of the responsibility to obtain all required permits under this Ordinance or any other applicable local, state, or federal law or regulation.

Article 12:

- Amending Section 12.1.41 as follows:

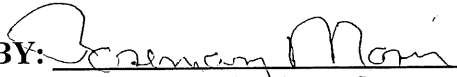
The Office of Planning and Economic Development shall ensure that all agencies, boards, commissions, and departments with jurisdiction over a project are informed of any pending applications and invited to participate in the decision process under this Article. However, the reviews listed in this Article are to ensure compliance with the underlying zoning regulations. These reviews shall not, in anyway, supersede or replace any additional reviews required by other City Departments (i.e. Department of Public Works, Building Department, Fire Department, etc.). The Office of Planning and Economic Development Office of Neighborhood Services shall keep a list of neighborhood councils designated by the Planning Board, ~~who~~ that shall be notified by the Office of Planning & Economic Development of Tier 2 and 3 applications submitted to the Office of Planning and Economic Development. Such notification of neighborhood councils shall supplement the required notification of abutters, newspaper publication, and other forms of public notice contained in Sections 12.3.33, and 12.4.33.

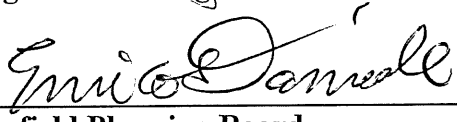
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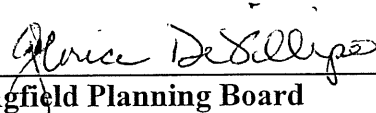
City of Springfield
36 Court Street
Springfield, MA 01103

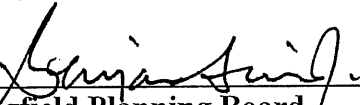
Petitioner:**Springfield Planning Board**

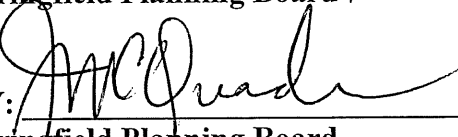
BY: 
Springfield Planning Board

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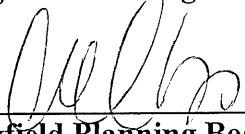
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BY: 
Springfield Planning Board



City Council
36 Court Street
Springfield, MA 01103

Meeting: 09/12/16 07:00 PM
Department: Law
Category: General
Prepared By: Kathy Breck
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3603 A

TABLED

ORDINANCE (ID # 3603)

Order Amending Code Chapter 110, Animals

Chapter 110

ANIMALS

ORD. NO. 3

AN ORDINANCE TO AMEND the Code of the City of Springfield by deleting and repealing Chapter

110 thereof, Animals, and replacing it with a new Chapter 110, to be entitled "Animals", which chapter provides for certain definitions, licenses to be issued by the city, procedures for issuing the licenses, collecting fees, hearings, suspending and revoking licenses and providing penalties for violations of the chapter.

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

1. The Code of the City of Springfield, is hereby amended by deleting and repealing Chapter 110, Animals.

Section 2. The Code of the City of Springfield, is hereby amended by adding thereto a new chapter, to replace Chapter 110 hereinabove, to be Chapter 110, Animals, to read as follows:

§ 110-1	Definitions. Licensing and rabies.	§ 110-9 §	Chief Animal Control Officer;
§ 110-2	Permit for commercial animal	110-10	Advisory and Hearing Committee.
§ 110-3			Dangerous dogs or other animals.
§ 110-4	establishments. License and permit issuance, suspension and revocation.	§ 110-11 § 110-12	Animal waste. Wild animals; performing animal exhibitions; animal on school grounds; swine; animals
§ 110-5	Restraint and control of animals; public nuisances; barking dogs.	§ 110-13	Issuance of citations.
§ 110-6	Impoundment; violation notices.	§ 110-14	Delegation of responsibilities.
§ 110-7	Sterilization.	§ 110-15	Enforcement; recordkeeping.
§ 110-8	Animal care standards.	§ 110-16	Violations and penalties.
		§ 110-17	Payment deadlines and penalties

§ 110-1.
Definitions.

As used in this Ordinance, the following terms shall have the following meanings:

ADVISORY AND HEARING COMMITTEE: A committee to be known as the "Animal Advisory and Hearing Committee." The Advisory and Hearing Committee shall be composed of five members: the City Clerk or designee; the Police Commissioner or designee; the President of the City Council or designee; and two persons appointed by the Mayor or designee. All members shall be residents of the City. Committee members shall elect a Chairperson and such other officers as they deem necessary and shall meet monthly or as needed.

ANIMAL: Any live, vertebrate creature, domestic or wild, excluding humans.

ANIMAL CONTROL CENTER: Any facility or shelter operated by or for the City of Springfield, including the Thomas J. O'Connor Animal Control and Adoption Center or its successor, or operated by a humane society, for the purpose of impounding or caring for Animals.

ANIMAL CONTROL OFFICER: Any person designated by the City to enforce this Ordinance or Sections 137 to 174E, inclusive, of Chapter 140 of the Massachusetts General Laws, including but not limited to police officers, special police officers, employees of the Department of Health and Human Services, and agents of the Thomas J. O'Connor Animal Control and Adoption Center or its successor.

ANIMAL, DOMESTIC: Any dog, cat, horse, cow, sheep, goat, pig, domestic fowl, rabbit, guinea pig, ferret, hamster, reptile and any other domesticated Animal.

ANIMAL EXHIBITION: Any display containing one or more Animals which are exposed to public view for entertainment, instruction or advertisement, but excluding circuses, state and county fairs, livestock shows, rodeos, dog and cat shows and competitions, obedience trials and competitions, field trials, and any other fairs and exhibitions intended to advance agricultural arts and sciences.

ANIMAL, LIVESTOCK: Any animal which is ordinarily kept for agricultural purposes and not as pets, such as for the sale or consumption of their meat, eggs, milk, skins, fur, or labor, for profit or otherwise. Livestock animals include, but are not limited to: cattle, horses, swine, sheep, goats, chickens, ducks, geese, and rabbits.

ANIMAL, WILD: Any raccoon, skunk, opossum, squirrel, fox, coyote, turkey, deer, bear, snake, bird or similar Animal wild by nature or found in the wild.

COMMERCIAL ANIMAL ESTABLISHMENT: Any pet shop, shelter, auction, riding school or stable, Zoological Park, circus, Animal Exhibition or Kennel.

DANGEROUS DOG: A dog that either (i) without justification, attacks a person or Domestic Animal causing physical injury or death, or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a Domestic Animal.

GROOMING SHOP: A commercial establishment where Animals are bathed, clipped, plucked, or otherwise groomed.

FERAL/HOMELESS CAT: A cat that exists in a feral, homeless, or untamed state, or one that has returned to an untamed state and is no longer considered domesticated, or one that was previously residing in a home as a domesticated cat that has been abandoned by its owner.

KENNEL: A pack or collection of dogs on a single premise, including a commercial boarding or training kennel, commercial breeder kennel, domestic charitable corporation kennel, personal kennel or veterinary kennel, provided however, that a person may keep up to four dogs, all of which are sterilized, or up to three dogs, any of which are unsterilized, without said dogs being considered a Kennel under this Ordinance.

LICENSING AUTHORITY: The City Clerk or his/her designee or Thomas J O'Connor Animal Control and Adoption Center as provided by the laws of the Commonwealth of Massachusetts.

NUISANCE DOG: A dog that (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity, or (ii) by excessive barking, causing damage or other interference, is disruptive to one's peace and quiet, or (iii) molests or threatens passersby or passing vehicles, or (iv) threatens or attacks Domestic Animals or persons, or (v) trespasses on school grounds or private property, or (vi) is found at large three or more times, as documented by an Animal Control Officer, within a consecutive twelve month period, or (vii) damages public or private property.

OWNER: Any person, firm, corporation or organization owning, keeping, having an interest in, having care, custody or control of, or harboring one or more Animals. An Animal shall be deemed to be harbored if it is fed or sheltered for seven consecutive days or more. If the Owner of an Animal is a minor, the parent(s) or guardian(s) of said minor shall be considered the Owner.

SECURE ENCLOSURE: A Secure Enclosure shall be a minimum of five feet wide, ten feet long, and six feet in height above the grade, with a horizontal top covering said area, all to be at least nine gauge, chain-link fencing with necessary steel supporting posts. The floor shall be at least three inches of poured concrete with the bottom edge of said fencing embedded in the concrete or extending at least one foot below grade. The gate must fit closely and be securely locked or otherwise deemed secured by an Animal Control Officer. If the Secure Enclosure is

intended to house a Dangerous Dog or Nuisance Dog, the Owner shall post the Secure Enclosure with a clearly visible warning sign that informs people that there is a Dangerous Dog or Nuisance Dog on the property. The Secure Enclosure must be locked at all times when the dog is unattended by either the Owner or a competent custodian eighteen years of age or older. The enclosure must contain and provide protection from the elements for the dog or other Animals mentioned before and shall comply with MGL c. 272, § 77 and animal standards as detailed in section 110-8 of this chapter.

ZOOLOGICAL PARK: Any facility, other than a pet shop or Kennel, displaying or exhibiting one or more non-Domestic Animals operated by any person, partnership or corporation or any governmental agency in accordance with Massachusetts General Laws.

§ 110-2. Licensing and rabies vaccination.

A. Each Owner of a dog, cat or ferret that is three months of age or older shall cause such dog, cat or ferret to be vaccinated against rabies by a licensed veterinarian using a licensed vaccine according to the manufacturer's directions, and shall cause such dog, cat or ferret to be revaccinated at intervals recommended by the manufacturer. Unvaccinated dogs, cats or ferrets acquired or moved into the Commonwealth shall be vaccinated within thirty days after the acquisition or arrival of such Animal into the Commonwealth or upon reaching the age of three months, whichever occurs last. It shall be the duty of each veterinarian to complete a certificate of rabies vaccination which shall include, but not be limited to, the following information: the Owner's name and address; a description of the Animal, including breed, sex, age, name and distinctive markings; the date of vaccination; the rabies vaccination tag number; the type of rabies vaccine used; the route of vaccination; the expiration date of the vaccine; and the vaccine lot number. A dog, cat or ferret shall be exempt from rabies vaccination if a veterinarian has examined the Animal and has certified in writing that vaccinating the Animal at that time would endanger the Animal's health because of its age, infirmity, disability, illness or other medical considerations. An Animal exempt under this Section must be vaccinated as soon as its health allows.

B. Dog Licenses.

1. In accordance with Massachusetts General Laws, Chapter 140, Section 137, any dogs aged six (6) months or older, that are kept in the City of Springfield for more than sixty (60) days shall be licensed. The license application shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination; or proof of rabies vaccination exemption as defined in part A of this section; and the appropriate fee.

2. Applications for dog licenses shall be made to the Licensing Authority. License applications shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination or proof of rabies vaccination exemption; and the appropriate fee. The Owner of a dog may add descriptive words, not more than ten in number, upon the license form to indicate the color, breed, weight or special markings of the licensed dog.
3. If not revoked, licenses for the keeping of dogs shall be for a period of one year, running from April 1 to March 31. Reapplication for a license may be made up to thirty days prior to April 1.
4. Application for a license must be made within thirty days after obtaining a dog over six months of age or within thirty days after moving a dog into the City. This requirement will not apply to a nonresident keeping a dog within the City for fewer than sixty days.
5. License fee exemptions:
 - a. A license fee shall not be required for seeing-eye dogs, governmental police dogs or service dogs as defined by the Americans with Disabilities Act or regulations promulgated thereunder.
 - b. A license fee shall not be required for dogs owned by a person aged seventy years or over.
 - c. Persons and entities exempt from paying license fees under this section shall nevertheless apply for a license with the Licensing Authority and cause their dogs to wear tags issued by the Licensing Authority.
6. Upon acceptance of the application and license fee, the Licensing Authority shall issue a durable tag stamped with an identifying number and year of issuance. Tags shall be designed so that they may be conveniently fastened or riveted to the dog's collar or harness
7. No license fee or portion thereof shall be refunded because of the subsequent death, loss, spaying, removal from the City of Springfield or Commonwealth of Massachusetts, or other disposal of the dog.
8. Dogs shall be made to wear both rabies and license tags at all times.
9. The Licensing Authority shall maintain records of the identifying numbers of all tags issued, and shall make these records available to the public.
10. License fees for dogs shall be as follows:

- a. Unneutered/Unspayed dog: \$25.
 - b. Neutered/Spayed dog: \$5. An applicant for a neutered/spayed dog license shall, as a condition of obtaining such license, produce a certificate from the veterinarian who spayed or neutered the dog, or, if such certificate cannot be obtained, a receipt of a bill from the veterinarian who performed such procedure or a statement signed under the pains and penalties of perjury by a veterinarian registered and practicing in The Commonwealth describing the dog and stating that the veterinarian has examined the dog, which appears to have been spayed or neutered and incapable of propagation.
 - c. Dog that has been declared a Dangerous Dog or a Nuisance Dog: \$100.
- 11. A duplicate license may be obtained upon payment of a replacement fee of \$2.
 - 12. All permitted sources of dogs, including shelters, rescue organizations, pet shops, professional breeders, and veterinarians, operating within the City of Springfield shall notify the Licensing Authority upon the transfer of ownership of any dog. The City Clerk may authorize these permitted sources to register dogs and remit the fees to the City Clerk's office within five days thereafter.
 - 13. All permitted sources administering anti-rabic vaccines to dogs must notify the Licensing Authority upon administering the anti-rabic vaccine to any such dog.

C. Violations.

- 1. Owners who fail to obtain a license as required within the time period specified in this Section may be fined not more than \$50.00, separate from any licensing fees owed, and the unlicensed dog may be subject to immediate impoundment.
- 2. No person may use any dog license for a dog other than for the dog for which it was issued. Violators may be fined not more than \$25.00.
- 3. Any person keeping a dog in the City of Springfield that does not cause such dog to be vaccinated as required by this section against rabies may be fined not more than \$100.00.

§ 110-3. Permits for Commercial Animal Establishments; Kennel

- A. No person, partnership, or corporation shall operate a Commercial Animal Establishment

without first obtaining a permit in compliance with this Ordinance. A permit shall not be issued unless the applicant is in compliance with this Ordinance and applicable state law and pays the applicable permit fee.

- B. There shall not be allowed more than three (3) dogs within a single dwelling unit, unless the keeper of such dogs is granted a license to operate a kennel, in accordance with this chapter, unless all animals in the home have been surgically altered. If all animals in the home are surgically altered, four (4) dogs may be kept within a single dwelling unit, without the need to acquire a license to operate a kennel.
- C. Permits for Commercial Animal Establishments shall be for a period of one year, running from April 1 to March 31. Renewal applications may be made up to thirty days prior to April 1. Application for a permit to establish a new Commercial Animal Establishment under the provisions of this Ordinance may be made at any time. Any person, partnership or corporation operating a Commercial Animal Establishment within the City who fails to license the same by April 1 of each year shall pay a penalty of \$100 per month.
- D. The Advisory and Hearing Committee shall promulgate regulations for the issuance of permits, and shall include requirements for humane care of all Animals and for compliance with the provisions of this Ordinance and ~~the~~ applicable laws. The Advisory and Hearing Committee may amend such regulations from time to time as is deemed desirable for public health and welfare and for the protection of Animals.
- E. If there is a change of ownership of a Commercial Animal Establishment, the new owner may have the current permit transferred to his name upon payment of a transfer fee of \$25.
- F. Annual permits shall be issued upon payment of the applicable fee after inspection by an Animal Control Officer for each:
 - 1. Kennel authorized to house fewer than ten dogs: \$50.
 - 2. Kennel authorized to house ten or more but fewer than fifty dogs: \$100.
 - 3. Kennel authorized to house fifty or more dogs: \$150.
 - 4. Zoological Park: \$100.
 - 5. Circus: \$150.
 - 6. Animal Exhibition: \$100.

- 7. Grooming Shop: \$50.
- 8. No fee is required for any: veterinary hospital or clinic, animal shelter or governmentally operated zoological park. Permits will be issued without charge.
- G. Every facility at a different address regulated by this Ordinance shall be considered a separate enterprise and shall require a separate permit.
- H. Operators of Kennels may elect to license dogs individually.
- I. Failure to obtain a permit before opening any facility covered in this Ordinance shall result in a fine of up to \$200.
- J. Any Commercial Animal Establishment which has a change in the category under which a permit was issued shall be subject to reclassification, and appropriate adjustment of the permit fee shall be made.
- K. A dog under the age of six months shall not be counted in determining the number of dogs kept in a Kennel under this Section.

§ 110-4. License and permit issuance, suspension and revocation; illegal kennel

- A. The City or Licensing Authority may revoke any permit or license granted under this Ordinance if the person holding the permit or license refuses or fails to comply with this Ordinance, regulations promulgated by the City or any law governing the protection and keeping of Animals.
- B. Any person whose permit or license is revoked shall, within ten days thereafter, be responsible for the placement or humane disposal of all Animals owned, kept or harbored, and no part of the permit or license fee shall be refunded. Failure to place or humanely dispose of any Animal kept or harbored shall result in a fine of up to \$200 per animal.
- C. It shall be a condition of the issuance of any permit or license that an Animal Control Officer be permitted to inspect all Animals and the premises where Animals are kept at any reasonable time with reasonable notice. If permission for such inspections is refused, such permit or license of the refusing Owner may be refused, suspended or revoked by the Licensing Authority.
- D. If an applicant for a license or permit has withheld or falsified any information on the application, the Licensing Authority may refuse, suspend or revoke such license or permit.

- E. No person who has been convicted of any crime involving cruelty to Animals shall be issued a permit or license of any kind under this Ordinance for a period of five years from the date of conviction.
- F. Any person having been denied a license or permit may reapply after the conditions upon which denial was based have been corrected. Each reapplication shall be accompanied by a fee of \$25.

§ 110-5. Restraint and control of Animals; public nuisances; barking dogs.

- A. All Animals, with the exception of sterilized cats, shall be kept under restraint when in public.

Restraint shall mean a leash, lead, or other physical restraint. Dogs must be on a leash not more than six feet long, except in cases where the dog is under voice control of a person, that person has a leash in his possession and the dog is confined in a fenced-in area or pen.

- B. Every owner or keeper of an animal shall exercise proper care and control of their animals to prevent them from becoming a public nuisance. Further, persons who feed or care for wild animals, including feral cats, shall not cause such animals to become a public nuisance. An animal found to be a public nuisance may be impounded by an Animal Control Officer, as set forth in this Chapter. Animal nuisance behaviors include, but are not limited to:

1. Molesting or attacking persons, animals or vehicles without provocation;
2. Repeated trespassing on public or private property, including school grounds;
3. Repeatedly being found at large, outside of confinement or off restraint;
4. Causing offensive odors through accumulated waste or other reason that is detectable from the public way, any right of way, or adjoining properties;
5. Allowing an animal which tests positive for a communicable disease (for example, feline leukemia, parvovirus, distemper) to interact with other animals in such a manner as to increase the likelihood of the spread of such disease;
6. Barking, whining, howling, or other noises natural to such animal's species in an excessive, continuous, or untimely fashion, where such noise is plainly audible at a distance of one hundred (100) feet from the building, premises, or vehicle housing said dog, and such noise is continuous for ten minutes or more, so as to disturb the peace or otherwise be disruptive to any person's quiet enjoyment of

property, comfort, or repose;

7. Obstructing any public way or private way, or distracting drivers upon the public way;

8. Any other circumstances affecting the health or safety or the public or other animals as determined by an Animal Control Officer or the Board of Health.

C. The Owner of a reproductively whole dog or cat over the age of six months found to be at large shall be subject to a fine of \$100 per violation.

1. The Owner of the dog or cat shall have the option of paying this fine of \$100 or, in the alternative, the Owner may, within ten days of the violation, have the dog or cat spayed or neutered. If the Owner elects to have the dog or cat spayed or neutered, the Owner shall present proof of same to the City Clerk in lieu of payment of the fine. The City Clerk, upon receipt of proof that the dog or cat has been spayed or neutered, shall waive the \$100 fine. Proof requires written verification by the veterinarian who performed the sterilization that the dog or cat has been sterilized.
2. If a reproductively whole dog or cat is found to be at large on three occasions, as documented by an Animal Control Officer, the Animal shall be surgically sterilized and microchipped before being returned to the Owner. The Owner shall bear all costs associated with this service and the fine of \$100 shall be imposed.
3. The Chief Animal Control Officer may waive the sterilization requirement if he/she finds that the Animal's health may be endangered by the sterilization procedure (examples include an old Animal or an Animal in poor health).

C. It shall be unlawful for any person owning, keeping, harboring, or possessing any Animals to permit the same to go at large any time within the limits of the City, to the damage or annoyance of any of the residents of the City.

D. In accordance with MGL Chapter 134, Section 2-6, any stray animal found within the City of Springfield shall be reported to and impounded at the Thomas J O'Connor Animal Control and Adoption Center immediately and for the duration of the legally required stray hold.

E. Violations.

1. An owner of an animal covered by this section that allows such animal to become a public nuisance, including but not limited to failure to properly restrain or confine said animal may be fined:

- a. Not more than \$50.00 for a first offense;

- b. Not more than \$100.00 for a second offense;
 - c. Not more than \$300.00 for a third or subsequent offense;
 - d. Each day that a violation occurs shall be deemed a separate offense. Following a third offense, any license to keep animals may be revoked, and the offending animal may be impounded.
- 2. Failure to properly restrain an animal covered by this Section which is found to be reproductively whole shall result in the owner of such animal to be fined an additional \$100.00.
- 3. Failure to properly restrain an animal covered by this Section which results in such animal entering upon school property shall result in an additional fine to the owner of such animal an amount not more than \$50.00.

§ 110-6. Impoundment; violation notices.

A. Impoundment.

- 1. Any Animal found at large or determined to be a public nuisance may be taken
by
Animal Control Officers, Board of Health agents, or Police Officers and impounded and confined in a humane manner.
- 2. An Animal Control Officer, Animal Control Center or veterinarian with custody of an impounded or stray Animal shall make a reasonable attempt to contact the Owner of such Animal if the Owner can be identified.
- 3. An Animal Control Center or veterinarian may, in its sole discretion, administer veterinary care to sick or injured Animals impounded under Section 110-6(A). If the Owner of the Animal can be identified, the Owner shall be responsible for payment of such veterinary expenses.
- 4. If the Owner of an Animal impounded under Section 110-6(A) has not reclaimed it within seven days of the date of the impoundment, or any lesser minimum period permitted by the General Laws of the Commonwealth, an Animal Control Officer may release the Animal for adoption or humanely euthanize the Animal. If a licensed veterinarian states in writing that the Animal is in significant pain and has no reasonable chance of recovering or having a good quality of life, the Animal may be humanely euthanized at any time. The City shall not be liable for any disposition of Animals in accordance with this section.
- 5. Except as otherwise provided in this Ordinance, the Owner of any impounded Animal may redeem the Animal, upon payment to the City of the following:

- a. An impound fee of \$40.00 for each Animal redeemed;
- b. A boarding fee of \$15.00 per Animal or \$22.00 for bite quarantine or dangerous/nuisance animal, per day;
- c. All outstanding fines, except for any fine of which a timely appeal is pending;
- d. All veterinary charges, drugs and other medical expenses;
- e. The cost of sterilization, if applicable;
- f. The cost of rabies vaccination, if applicable; and g. The cost of license and registration, if applicable;
- h. The cost of microchip implantation and registration, if applicable. At the request of the Owner, the Animal Control Center shall provide an itemized list of charges.
- i. An animal which has been seized following a bite or other violent incident shall be quarantined and confined from contact with persons or other animals for not less than ten (10) days:
 - 1. In the home of the owner of the animal if owner proves that the animal has been vaccinated for rabies;
 - 2. In an animal control center if the owner is unable to prove that the animal has been vaccinated for rabies and/or the owner of the animal is unable to manage or confine the animal in interest of public safety

§ 110-7. Sterilization.

The Thomas J. O'Connor Animal Control and Adoption Center shall not release a dog or cat for adoption without first sterilizing the dog or cat, except where a veterinarian states in writing that sterilization would place the dog or cat at considerable risk due to poor health.

§ 110-8. Animal care standards.

A. Owners shall provide each of their animals with sufficient good and wholesome food and water, proper shelter, protection from the weather; veterinary care when needed to prevent suffering, and otherwise humane care and treatment.

- B. A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
1. inside a pen, if the following conditions are met:
 - a. the pen shall have adequate space for exercise with a dimension of at least one hundred square feet; provided, however, that commercial dog kennels with pens intended for the temporary boarding of dogs shall be exempt from this requirement;
 - b. the pen is constructed with chain link or other similar material as determined by the Building Inspector, with all sides enclosed;
 - c. the minimum height of the fence shall be adequate to successfully confine the dog;
 2. a fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
 3. a trolley system or a tether attached to a pulley in a cable run, if the following conditions are met:
 - a. only one dog shall be tethered to each cable run;
 - b. the tether shall be attached to a properly fitting collar or harness worn by the dog, with enough room to fit two adult fingers between the collar and the dog's throat; provided, however, that a choke collar or pinch collar shall not be used to tether a dog to a cable run;
 - c. there shall be a swivel on at least one end of the tether to minimize tangling of the tether;
 - d. the tether and cable run must each be at least ten feet in length. The cable must be mounted at least four feet but not more than seven feet above ground level; and
 - e. the length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times as described in section 110-8(C);
 - f. the tether system shall be of appropriate configuration to confine the dog to the Owner's property, to prevent the trolley system or tether from extending over an object to an edge that could result in injury to or strangulation of the

dog and to prevent the trolley system or tether from becoming tangled with other objects or animals.

- g. No person shall tether a dog for more than eight (8) out of every twenty-four (24) hours. No dog under the age of six (6) months shall be tethered outside for any length of time.
- C. A person owning or keeping a dog confined outside in accordance with this Ordinance shall provide the dog with access to clean water and appropriate dog shelter. The dog shelter shall allow the dog to remain dry and protected from the elements and shall be fully enclosed on at least three sides, roofed and have a solid floor and be sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of weather elements. The shelter shall contain clean bedding and shall be small enough to retain the dog's body heat and large enough to allow the dog to stand, lie down and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage shall be provided so that water, ice or waste is not standing in or around the shelter.
- D. No person shall keep or place an animal in a location that would cause an unreasonable risk of injury or death to the Animal or subject them to "cruel conditions" which shall include, but not be limited to, the following.
- 1. leaving an Animal unattended in a stationary or parked car shall be prima facie evidence of keeping an Animal in a location that causes an unreasonable risk of injury or death. The above stated officials may use reasonable force to remove the Animal from the vehicle, including, but not limited to, breaking the windows of the vehicle.
 - 2. filthy and dirty confinement conditions including, but not limited to, exposure to excessive animal waste, garbage, dirty water, noxious odors, dangerous objects that could injure or kill an Animal upon contact or other circumstances that could cause harm to a Animal's physical or emotional health;
 - 3. extreme weather, including but not limited to times when a heat or cold advisory is in effect and times when an extreme weather advisory has been issued for the area; and
 - 4. taunting, prodding, hitting, harassing, threatening or otherwise harming a tethered or confined dog.
- E. No person shall beat, cruelly treat, torment, overload, overwork, or otherwise abuse an Animal, or cause, instigate or permit any dog fight, cock fight, or bullfight, or any other combat between Animals or between Animals and humans.

- F. If an Animal is found to be in a location that causes an unreasonable risk to the animal, an Animal Control Officer or a Police Officer may use reasonable force to remove the animal from the dangerous situation and impound said animal as necessary.
- G. A person who violates this section shall, for a first offense, be issued a written warning or punished by a fine of not more than \$50, for a second offense, be punished by a fine of not more than \$100 and for a third or subsequent offense, be punished by a fine of not more than \$300, and be subject to impoundment of the dog in a local shelter at the Owner's expense pending compliance with this section, or loss of ownership of the dog.

§ 110-9. Chief Animal Control Officer; Animal Control Officers; Advisory and Hearing Committee.

- A. The City, through the Mayor or designee, shall appoint a Chief Animal Control Officer, whose primary responsibilities shall include the enforcement and implementation of this Ordinance or any rules and regulations promulgated thereunder. The Chief Animal Control Officer shall be responsible for coordinating and administering the City's animal control activities in accordance with any goals, policies, and procedures established by the Springfield City Council or Department of Health and Human Services, and shall be under the direction and supervision of the Mayor.
- B. No person shall interfere with, molest, hinder or abuse an Animal Control Officer in the exercise of official duties. A person who violates this section shall be fined not less than \$300.00.
- C. Advisory and Hearing Committee. The Advisory and Hearing Committee shall have the power to:
 - 1. meet monthly or at such times as the Chairperson or a majority of the Committee deems necessary;
 - 2. study, review and issue written reports on issues dealing with dogs or other Animals in the City;
 - 3. make recommendations to the Mayor and the City Council for the improvement of Ordinances of the City as they relate to dogs and other Animals in the City;
 - 4. impose fines for violations of this Ordinance and set the amount of fines where not specifically provided by this Ordinance, provided however, that no fine imposed under this Ordinance shall exceed \$300 per violation;

5. hold hearings to determine whether a dog is a Dangerous Dog or a Nuisance Dog, and to review orders to destroy; and
6. make rules and regulations, not inconsistent with this Ordinance and state and federal law, for the efficient and orderly conduct of their business and the control and care of Animals in the City.

§ 110-10. Dangerous Dogs and Nuisance Dogs

- A. Any person may file a complaint in writing to the Advisory and Hearing Committee within 30 days of incident occurrence that a dog owned or kept in the City is a Nuisance Dog or a Dangerous Dog. To consider declaring a dog a Nuisance Dog or a Dangerous Dog, an Animal Control Officer of the City may initiate a special hearing before the Advisory and Hearing Committee to consider any evidence collected and take charge of and impound the Animal. The Animal Control Center shall notify the Owner of the dog by certified letter, or Sheriff's Department hand delivery of such special hearing, and the Owner may attend and have an opportunity to be heard. Special hearings under this Section shall be public meetings under the laws of the Commonwealth of Massachusetts. At this special hearing, the Advisory and Hearing Committee will determine whether to declare such dog a Nuisance Dog or a Dangerous Dog, based on the facts presented and the definition of the terms "Dangerous Dog" and "Nuisance Dog" in Section 110-1. If the dog is declared a Nuisance Dog or Dangerous Dog, the City Clerk shall notify the abutter(s) next door and across the street by regular mail and in the classified section of the local newspaper (i.e., Animals: dogs and cats section) of such finding at the Owner's sole expense. No dog shall be declared a Dangerous Dog:

1. Solely based upon growling or barking;
2. based upon the breed of the dog; or
3. If the dog was reacting to another Animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:
 - a. the dog was protecting or defending itself, its offspring, another Animal or a person from assault or attack;
 - b. the person who was attacked or threatened by the dog was committing a crime upon the person or property of the Owner of the dog;
 - c. the person who was attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
 - d. at the time of the attack or threat, the person or Animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or Animal was not

authorized by the Owner of the premises to be within such enclosure including but not limited to a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided however that if a person is under the age of seven, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

B. Dogs declared to be Nuisance Dogs or Dangerous Dogs.

1. If the Advisory and Hearing Committee deems a dog to be a Nuisance Dog or a Dangerous Dog, the Committee may order one or more of the following:
 - a. that the dog be humanely restrained;
 - b. that the dog be confined to the premises of the Owner of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the Owner; provided however, that such confinement shall comply with Section 110-8 of this Ordinance;
 - c. that whenever the dog is removed from the premises of the Owner, the dog shall be securely and humanely muzzled and restrained with a leash having a minimum tensile strength of three hundred pounds and not exceeding three feet in length;
 - d. that the animal shall be surgically sterilized and microchipped with the microchip registered to the City, with all costs associated with these services to be borne by the Owner;
 - e. that the Owner construct, within two weeks from the date of decision, a Secure Enclosure to house the dog when it is in the Owner's yard. The Advisory and Hearing Committee may order that, during the construction period, the dog be publicly impounded at an animal shelter or a private veterinary hospital until the Secure Enclosure is constructed. The effectiveness of the Secure Enclosure shall be subject to approval and periodic inspections by an Animal Control Officer, as deemed necessary. The fee for said inspection shall be \$75. If the Owner is found violating the Secure Enclosure requirements, immediate public impoundment of the dog shall be done by the Animal Control Center during the time the violation continues to exist, and the Owner shall bear all cost(s) for such public impoundment. The fine for such violation shall be \$200 per day;
 - f. that ownership of the dog may not be transferred unless the transfer of ownership is to an adult residing within the same residence and said dog shall remain housed solely at that residence;
 - g. that, if the Owner of the dog fails to appear at a hearing in front of the Advisory and Hearing Committee and the dog is declared a Dangerous Dog,

the dog shall be impounded and/or euthanized; and/or

- h. that the dog be humanely euthanized, immediately, or summarily upon the Owner's failure to comply with conditions imposed by the Advisory and Hearing Committee.
 - i. Any other order that the Hearing Committee deems appropriate or necessary to protect the public the public from the dangerous or nuisance dog.
- C. If a dog which has been found to be a nuisance dog or dangerous dog has no additional incidences of nuisance or dangerous behavior within a thirty-six (36) month period from the date of decision, the dog shall be removed from the list of nuisance and dangerous dogs. An owner of a nuisance or dangerous dog can request in writing to the Hearing Committee that the dog be removed from the list of nuisance or dangerous dogs prior to the expiration of the thirty-six (36) month period. The Hearing Committee may, but is not required to, remove a designation of nuisance or dangerousness if they are satisfied that there has been a change of circumstances or measures taken by the owner, such as training, that have mitigated the risk to public safety.
- D. Any and all costs for the impounding of a Dangerous Dog will be borne by the Owner unless determined otherwise by the Advisory and Hearing Committee or court of final appeal. An Owner reclaiming a Dangerous Dog shall pay an administrative fee of \$40, plus the following costs, where applicable:
- 1. a boarding fee of \$22 per dog, per day;
 - 2. all outstanding fines, except for any fine for which a timely appeal is pending;
 - 3. all veterinary charges, drug and other medical expenses;
 - 4. the cost of sterilization;
 - 5. the cost of rabies vaccinations;
 - 6. the cost of license and registration; and
 - 7. the cost of microchip implantation and registration; and
 - 8. the cost of euthanasia and disposal.

§ 110-11. Animal waste.

- A. The Owner or person in possession of any Animal shall be responsible for the removal of any fecal matter deposited by such Animal(s) on public walks, recreation areas or

private property.

- B. The Owner or person in possession of any Animal on any public walk, street, recreation area or private property, shall possess the means of removal of any fecal matter left by such Animal.
- C. For the purpose of this section, the means of removal shall include any tool, implement or other device carried for the purpose of picking up or containing such fecal matter.
- D. Any Owner or person in possession of an Animal who fails to comply with the provisions of this section shall be subject to a fine in the amount of \$50 for the first offense, \$100 for the second offense, and \$300 for the third and subsequent offenses.

§ 110-12. Wild Animals; Livestock Animals.

- A. No person shall keep or permit to be kept on his premises any wild, wild-domestic hybrid, or vicious animal as a pet, for display, or for exhibition purposes. This section shall not be construed to apply to zoological parks, animal exhibitions, circuses, or approved Trap-Neuter-Return programs, as defined in this Chapter.
- B. No person shall provide food or sustenance to wild animals, including unsterilized feral, stray, or community cats, in such a manner that would cause a public health or safety risk, or cause a nuisance as defined in this Chapter.
- C. An Animal Control Officer may remove any animals kept in violation of this section and either release such animal into its natural habitat or place it in a suitable facility.
- D. No person shall keep any livestock animals on their property except as otherwise allowed by Springfield Zoning Ordinance or state law. An Animal Control Officer may seize and impound any animals kept in violation of this Section or Springfield Zoning Ordinance, as defined by this Chapter and place it in a suitable facility.
- E. Violations.
 - 1. Any person who keeps, feeds, or shelters an animal in violation of this section shall be subject to a fine of not more than:
 - a. \$50.00 for the first violation;
 - b. \$100.00 for the second violation; and
 - c. \$300.00 for the third or subsequent violations.

§ 110-13. Warnings; Notices of Violation; Issuance of Citations; Appeals.

- A. Animal Control Officers shall be authorized to issue warnings, notices of violations, orders, citations, fines, and penalties for violations of this Chapter.
- B. A warning or notice of violations shall be construed to be an order of the City of Springfield to comply with this Chapter or the laws and regulations of the state of Massachusetts. Repeated failure to comply with such orders is grounds for revocation of any licenses or permits granted under this Chapter and or impoundment of any animals owned or kept.
- C. The Animal Control Officer may seek enforcement of orders, citations, fines and penalties for violations of this Chapter either through application for a criminal complaint or by seeking a non-criminal disposition in the Springfield District Court.
- D. Fines, Fees, Charges.
 - 1. A citation, fine or penalty may be issued by the Animal Control Officer for violations of this Chapter with or without a written warning or notice of violation, including for a first offense.
 - 2. All fines, fees, and charges under this Chapter shall be due and payable twenty-one (21) calendar days from the date printed on the citation, notice or bill. In the absence of a citation, notice or bill, fines, fees and charges issued under this Chapter shall be due and payable within twenty-one (21) calendar days of the date of service or violation.
 - 3. Failure to pay any fine, fee or charge within twenty-one (21) calendar days shall result in an additional late fee of \$25.00 for each individual fine, fee or charge.
 - 4. Persons who are assessed fines, fees or charges shall make payment to the Licensing Authority.
 - 5. Outstanding fines, fees or charges and associated late fees shall become a municipal lien against the property of the person issued the fine, fee or charge, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 58. Further, no license under this Chapter shall be issued unless all outstanding fines, fees or charges and associated late fees have been paid in full.
- E. Appeals.
 - 1. A person aggrieved by an action or decision of the Animal Control Officer or the Hearing Committee may appeal to the Springfield District Court by making application within twenty-one (21) days of the decision, ticket, or

notice of violation.

HISTORY:

07/18/16 **City Council** **FIRST STEP**

RESULT: **REFERRED TO COMMITTEE**

Next: 10/3/2016 7:00 PM

Summary of proposed changes to Chapter 110

In 2012 Massachusetts passed one of the most comprehensive pieces of animal-related legislation in the state's history, removing and updating laws that had been enacted in the 1800's. While some changes made to Chapter 110 in 2015 updated the city animal ordinances, the current proposed changes will bring local regulations in line with Massachusetts General Laws and allow for a more effective animal control department.

110-1: Defines "animal, livestock" and "feral/homeless cat"; defines "owner" and reduces period of harboring from 10 days to 7 days in accordance with Mass General Law.

110-2: Reduces required age for rabies vaccination from 6 months to 3 months; allows a \$50 fine for an unlicensed dog.

110-5: Additional definitions of prohibited nuisance behaviors and allows fines for such behaviors.

110-6: Increases boarding fee for quarantined animals from \$15 daily to \$22 daily.

110-8: Increases animal care standards and prohibits keeping animals unattended in vehicles.

110-9: Allows a fine for interfering with an Animal Control Officer.

110-13: Allows for appeals for those aggrieved by the actions of an Animal Control Officer.

Chapter 110

ANIMALS

ORD. NO. 3

AN ORDINANCE TO AMEND the Code of the City of Springfield by deleting and repealing Chapter 110 thereof, Animals, and replacing it with a new Chapter 110, to be entitled "Animals", which chapter provides for certain definitions, licenses to be issued by the city, procedures for issuing the licenses, collecting fees, hearings, suspending and revoking licenses and providing penalties for violations of the chapter.

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

1. The Code of the City of Springfield, is hereby amended by deleting and repealing Chapter 110, Animals.

Section 2. The Code of the City of Springfield, is hereby amended by adding thereto a new chapter, to replace Chapter 110 hereinabove, to be Chapter 110, Animals, to read as follows:

§ 110-1	Definitions.	§ 110-9	Chief Animal Control Officer;
§ 110-2	Licensing and rabies.		Advisory and Hearing Committee.
§ 110-3	Permit for commercial animal establishments.	§ 110-10	Dangerous dogs or other animals.
§ 110-4	License and permit issuance, suspension and revocation.	§ 110-11	Animal waste.
§ 110-5	Restraint and control of animals; public nuisances; barking dogs.	§ 110-12	Wild animals; performing animal exhibitions; animal on school grounds; swine; animals
§ 110-6	Impoundment; violation notices.	§ 110-13	Issuance of citations.
§ 110-7	Sterilization.	§ 110-14	Delegation of responsibilities.
§ 110-8	Animal care standards.	§ 110-15	Enforcement; recordkeeping.
		§ 110-16	Violations and penalties.
		§ 110-17	Payment deadlines and penalties

§ 110-1. Definitions.

As used in this Ordinance, the following terms shall have the following meanings:

ADVISORY AND HEARING COMMITTEE: A committee to be known as the "Animal Advisory and Hearing Committee." The Advisory and Hearing Committee shall be composed of five members: the City Clerk or designee; the Police Commissioner or designee; the President of the City Council or designee; and two persons appointed by the Mayor or designee. All members shall be residents of the City. Committee members shall elect a Chairperson and such other officers as they deem necessary and shall meet monthly or as needed.

ANIMAL: Any live, vertebrate creature, domestic or wild, excluding humans.

ANIMAL CONTROL CENTER: Any facility or shelter operated by or for the City of Springfield, including the Thomas J. O'Connor Animal Control and Adoption Center or its successor, or operated by a humane society, for the purpose of impounding or caring for Animals.

ANIMAL CONTROL OFFICER: Any person designated by the City to enforce this Ordinance or Sections 137 to 174E, inclusive, of Chapter 140 of the Massachusetts General Laws, including but not limited to police officers, special police officers, employees of the Department of Health and Human Services, and agents of the Thomas J. O'Connor Animal Control and Adoption Center or its successor.

ANIMAL, DOMESTIC: Any dog, cat, horse, cow, sheep, goat, pig, domestic fowl, rabbit, guinea pig, ferret, hamster, reptile and any other domesticated Animal.

ANIMAL EXHIBITION: Any display containing one or more Animals which are exposed to public view for entertainment, instruction or advertisement, but excluding circuses, state and county fairs, livestock shows, rodeos, dog and cat shows and competitions, obedience trials and competitions, field trials, and any other fairs and exhibitions intended to advance agricultural arts and sciences.

ANIMAL, LIVESTOCK: Any animal which is ordinarily kept for agricultural purposes and not as pets, such as for the sale or consumption of their meat, eggs, milk, skins, fur, or labor, for profit or otherwise. Livestock animals include, but are not limited to: cattle, horses, swine, sheep, goats, chickens, ducks, geese, and rabbits.

ANIMAL, WILD: Any raccoon, skunk, opossum, squirrel, fox, coyote, turkey, deer, bear, snake, bird or similar Animal wild by nature or found in the wild.

COMMERCIAL ANIMAL ESTABLISHMENT: Any pet shop, shelter, auction, riding school or stable, Zoological Park, circus, Animal Exhibition or Kennel.

DANGEROUS DOG: A dog that either (i) without justification, attacks a person or Domestic Animal causing physical injury or death, or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a Domestic Animal.

GROOMING SHOP: A commercial establishment where Animals are bathed, clipped, plucked, or otherwise groomed.

FERAL/HOMELESS CAT: A cat that exists in a feral, homeless, or untamed state, or one that has returned to an untamed state and is no longer considered domesticated, or one that was previously residing in a home as a domesticated cat that has been abandoned by its owner.

KENNEL: A pack or collection of dogs on a single premise, including a commercial boarding or training kennel, commercial breeder kennel, domestic charitable corporation kennel, personal kennel or veterinary kennel, provided however, that a person may keep up to four dogs, all of which are sterilized, or up to three dogs, any of which are unsterilized, without said dogs being considered a Kennel under this Ordinance.

LICENSING AUTHORITY: The City Clerk or his/her designee or Thomas J O'Connor Animal Control and Adoption Center as provided by the laws of the Commonwealth of Massachusetts.

NUISANCE DOG: A dog that (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity, or (ii) by excessive barking, causing damage or other interference, is disruptive to one's peace and quiet, or (iii) molests or threatens passersby or passing vehicles, or (iv) threatens or attacks Domestic Animals or persons, or (v) trespasses on school grounds or private property, or (vi) is found at large three or more times, as documented by an Animal Control Officer, within a consecutive twelve month period, or (vii) damages public or private property.

OWNER: Any person, firm, corporation or organization owning, keeping, having an interest in, having care, custody or control of, or harboring one or more Animals. An Animal shall be deemed to be harbored if it is fed or sheltered for seven consecutive days or more. If the Owner of an Animal is a minor, the parent(s) or guardian(s) of said minor shall be considered the Owner.

SECURE ENCLOSURE: A Secure Enclosure shall be a minimum of five feet wide, ten feet long, and six feet in height above the grade, with a horizontal top covering said area, all to be at least nine gauge, chain-link fencing with necessary steel supporting posts. The floor shall be at least three inches of poured concrete with the bottom edge of said fencing embedded in the concrete or extending at least one foot below grade. The gate must fit closely and be securely locked or otherwise deemed secured by an Animal Control Officer. If the Secure Enclosure is intended to house a Dangerous Dog or Nuisance Dog, the Owner shall post the Secure Enclosure with a clearly visible warning sign that informs people that there is a Dangerous Dog or Nuisance Dog on the property. The Secure Enclosure must be locked at all times when the dog is unattended by either the Owner or a competent custodian eighteen years of age or older. The enclosure must contain and provide protection from the elements for the dog or other Animals mentioned before and shall comply with MGL c. 272, § 77 and animal standards as detailed in section 110-8 of this chapter.

ZOOLOGICAL PARK: Any facility, other than a pet shop or Kennel, displaying or exhibiting one or more non-Domestic Animals operated by any person, partnership or corporation or any governmental agency in accordance with Massachusetts General Laws.

§ 110-2. Licensing and rabies vaccination.

- A. Each Owner of a dog, cat or ferret that is three months of age or older shall cause such dog, cat or ferret to be vaccinated against rabies by a licensed veterinarian using a licensed vaccine according to the manufacturer's directions, and shall cause such dog, cat or ferret to be revaccinated at intervals recommended by the manufacturer. Unvaccinated dogs, cats or ferrets acquired or moved into the Commonwealth shall be vaccinated within thirty days after the acquisition or arrival of such Animal into the Commonwealth or upon reaching the age of three months, whichever occurs last. It shall be the duty of each veterinarian to complete a certificate of rabies vaccination which shall include, but not be limited to, the following information: the Owner's name and address; a description of the Animal, including breed, sex, age, name and distinctive markings; the date of vaccination; the rabies vaccination tag number; the type of rabies vaccine used; the route of vaccination; the expiration date of the vaccine; and the vaccine lot number. A dog, cat or ferret shall be exempt from rabies vaccination if a veterinarian has examined the Animal and has certified in writing that vaccinating the Animal at that time would endanger the Animal's health because of its age, infirmity, disability, illness or other medical considerations. An Animal exempt under this Section must be vaccinated as soon as its health allows.

B. Dog Licenses.

1. In accordance with Massachusetts General Laws, Chapter 140, Section 137, any dogs aged six (6) months or older, that are kept in the City of Springfield for more than sixty (60) days shall be licensed. The

license application shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination; or proof of rabies vaccination exemption as defined in part A of this section; and the appropriate fee.

2. Applications for dog licenses shall be made to the Licensing Authority. License applications shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination or proof of rabies vaccination exemption; and the appropriate fee. The Owner of a dog may add descriptive words, not more than ten in number, upon the license form to indicate the color, breed, weight or special markings of the licensed dog.
3. If not revoked, licenses for the keeping of dogs shall be for a period of one year, running from April 1 to March 31. Reapplication for a license may be made up to thirty days prior to April 1.
4. Application for a license must be made within thirty days after obtaining a dog over six months of age or within thirty days after moving a dog into the City. This requirement will not apply to a nonresident keeping a dog within the City for fewer than sixty days.
5. License fee exemptions:
 - a. A license fee shall not be required for seeing-eye dogs, governmental police dogs or service dogs as defined by the Americans with Disabilities Act or regulations promulgated thereunder.
 - b. A license fee shall not be required for dogs owned by a person aged seventy years or over.
 - c. Persons and entities exempt from paying license fees under this section shall nevertheless apply for a license with the Licensing Authority and cause their dogs to wear tags issued by the Licensing Authority.
6. Upon acceptance of the application and license fee, the Licensing Authority shall issue a durable tag stamped with an identifying number and year of issuance. Tags shall be designed so that they may be conveniently fastened or riveted to the dog's collar or harness
7. No license fee or portion thereof shall be refunded because of the subsequent death, loss, spaying, removal from the City of Springfield or Commonwealth of Massachusetts, or other disposal of the dog.
8. Dogs shall be made to wear both rabies and license tags at all times.
9. The Licensing Authority shall maintain records of the identifying numbers of all tags issued, and shall make these records available to the public.
10. License fees for dogs shall be as follows:
 - a. Unneutered/Unspayed dog: \$25.
 - b. Neutered/Spayed dog: \$5. An applicant for a neutered/spayed dog license shall, as a condition of obtaining such license, produce a certificate from the veterinarian who spayed or neutered the dog, or, if such certificate cannot be obtained, a receipt of a bill from the veterinarian who performed such procedure or a statement signed under the pains and penalties of perjury by a veterinarian registered and practicing in

the Commonwealth describing the dog and stating that the veterinarian has examined the dog, which appears to have been spayed or neutered and incapable of propagation.

c. Dog that has been declared a Dangerous Dog or a Nuisance Dog: \$100.

11. A duplicate license may be obtained upon payment of a replacement fee of \$2.

12. All permitted sources of dogs, including shelters, rescue organizations, pet shops, professional breeders, and veterinarians, operating within the City of Springfield shall notify the Licensing Authority upon the transfer of ownership of any dog. The City Clerk may authorize these permitted sources to register dogs and remit the fees to the City Clerk's office within five days thereafter.

13. All permitted sources administering anti-rabic vaccines to dogs must notify the Licensing Authority upon administering the anti-rabic vaccine to any such dog.

C. Violations.

1. Owners who fail to obtain a license as required within the time period specified in this Section may be fined not more than \$50.00, separate from any licensing fees owed, and the unlicensed dog may be subject to immediate impoundment.
2. No person may use any dog license for a dog other than for the dog for which it was issued. Violators may be fined not more than \$25.00.
3. Any person keeping a dog in the City of Springfield that does not cause such dog to be vaccinated as required by this section against rabies may be fined not more than \$100.00.

§ 110-3. Permits for Commercial Animal Establishments; Kennel

- A. No person, partnership, or corporation shall operate a Commercial Animal Establishment without first obtaining a permit in compliance with this Ordinance. A permit shall not be issued unless the applicant is in compliance with this Ordinance and applicable state law and pays the applicable permit fee.
- B. There shall not be allowed more than three (3) dogs within a single dwelling unit, unless the keeper of such dogs is granted a license to operate a kennel, in accordance with this chapter, unless all animals in the home have been surgically altered. If all animals in the home are surgically altered, four (4) dogs may be kept within a single dwelling unit, without the need to acquire a license to operate a kennel.
- C. Permits for Commercial Animal Establishments shall be for a period of one year, running from April 1 to March 31. Renewal applications may be made up to thirty days prior to April 1. Application for a permit to establish a new Commercial Animal Establishment under the provisions of this Ordinance may be made at any time. Any person, partnership or corporation operating a Commercial Animal Establishment within the City who fails to license the same by April 1 of each year shall pay a penalty of \$100 per month.
- D. The Advisory and Hearing Committee shall promulgate regulations for the issuance of permits, and shall include requirements for humane care of all Animals and for compliance with the provisions of this Ordinance and other applicable laws. The Advisory and Hearing Committee may amend such

regulations from time to time as is deemed desirable for public health and welfare and for the protection of Animals.

- E. If there is a change of ownership of a Commercial Animal Establishment, the new owner may have the current permit transferred to his name upon payment of a transfer fee of \$25.
- F. Annual permits shall be issued upon payment of the applicable fee after inspection by an Animal Control Officer for each:
 - 1. Kennel authorized to house fewer than ten dogs: \$50.
 - 2. Kennel authorized to house ten or more but fewer than fifty dogs: \$100.
 - 3. Kennel authorized to house fifty or more dogs: \$150.
 - 4. Zoological Park: \$100.
 - 5. Circus: \$150.
 - 6. Animal Exhibition: \$100.
 - 7. Grooming Shop: \$50.
 - 8. No fee is required for any: veterinary hospital or clinic, animal shelter or governmentally operated zoological park. Permits will be issued without charge.
- G. Every facility at a different address regulated by this Ordinance shall be considered a separate enterprise and shall require a separate permit.
- H. Operators of Kennels may elect to license dogs individually.
- I. Failure to obtain a permit before opening any facility covered in this Ordinance shall result in a fine of up to \$200.
- J. Any Commercial Animal Establishment which has a change in the category under which a permit was issued shall be subject to reclassification, and appropriate adjustment of the permit fee shall be made.
- K. A dog under the age of six months shall not be counted in determining the number of dogs kept in a Kennel under this Section.

§ 110-4. License and permit issuance, suspension and revocation; illegal kennel

- A. The City or Licensing Authority may revoke any permit or license granted under this Ordinance if the person holding the permit or license refuses or fails to comply with this Ordinance, regulations promulgated by the City or any law governing the protection and keeping of Animals.
- B. Any person whose permit or license is revoked shall, within ten days thereafter, be responsible for the placement or humane disposal of all Animals owned, kept or harbored, and no part of the permit or license fee shall be refunded. Failure to place or humanely dispose of any Animal kept or harbored shall result in a fine of up to \$200 per animal.

- C. It shall be a condition of the issuance of any permit or license that an Animal Control Officer be permitted to inspect all Animals and the premises where Animals are kept at any reasonable time with reasonable notice. If permission for such inspections is refused, such permit or license of the refusing Owner may be refused, suspended or revoked by the Licensing Authority.
- D. If an applicant for a license or permit has withheld or falsified any information on the application, the Licensing Authority may refuse, suspend or revoke such license or permit.
- E. No person who has been convicted of any crime involving cruelty to Animals shall be issued a permit or license of any kind under this Ordinance for a period of five years from the date of conviction.
- F. Any person having been denied a license or permit may reapply after the conditions upon which denial was based have been corrected. Each reapplication shall be accompanied by a fee of \$25.

§ 110-5. Restraint and control of Animals; public nuisances; barking dogs.

- A. All Animals, with the exception of sterilized cats, shall be kept under restraint when in public. Restraint shall mean a leash, lead, or other physical restraint. Dogs must be on a leash not more than six feet long, except in cases where the dog is under voice control of a person, that person has a leash in his possession and the dog is confined in a fenced-in area or pen.
- B. Every owner or keeper of an animal shall exercise proper care and control of their animals to prevent them from becoming a public nuisance. Further, persons who feed or care for wild animals, including feral cats, shall not cause such animals to become a public nuisance. An animal found to be a public nuisance may be impounded by an Animal Control Officer, as set forth in this Chapter. Animal nuisance behaviors include, but are not limited to:
 1. Molesting or attacking persons, animals or vehicles without provocation;
 2. Repeated trespassing on public or private property, including school grounds;
 3. Repeatedly being found at large, outside of confinement or off restraint;
 4. Causing offensive odors through accumulated waste or other reason that is detectable from the public way, any right of way, or adjoining properties;
 5. Allowing an animal which tests positive for a communicable disease (for example, feline leukemia, parvovirus, distemper) to interact with other animals in such a manner as to increase the likelihood of the spread of such disease;
 6. Barking, whining, howling, or other noises natural to such animal's species in an excessive, continuous, or untimely fashion, where such noise is plainly audible at a distance of one hundred (100) feet from the building, premises, or vehicle housing said dog, and such noise is continuous for ten minutes or more, so as to disturb the peace or otherwise be disruptive to any person's quiet enjoyment of property, comfort, or repose;
 7. Obstructing any public way or private way, or distracting drivers upon the public way;

8. Any other circumstances affecting the health or safety or the public or other animals as determined by an Animal Control Officer or the Board of Health.

C. The Owner of a reproductively whole dog or cat over the age of six months found to be at large shall be subject to a fine of \$100 per violation.

1. The Owner of the dog or cat shall have the option of paying this fine of \$100 or, in the alternative, the Owner may, within ten days of the violation, have the dog or cat spayed or neutered. If the Owner elects to have the dog or cat spayed or neutered, the Owner shall present proof of same to the City Clerk in lieu of payment of the fine. The City Clerk, upon receipt of proof that the dog or cat has been spayed or neutered, shall waive the \$100 fine. Proof requires written verification by the veterinarian who performed the sterilization that the dog or cat has been sterilized.
2. If a reproductively whole dog or cat is found to be at large on three occasions, as documented by an Animal Control Officer, the Animal shall be surgically sterilized and microchipped before being returned to the Owner. The Owner shall bear all costs associated with this service and the fine of \$100 shall be imposed.
3. The Chief Animal Control Officer may waive the sterilization requirement if he/she finds that the Animal's health may be endangered by the sterilization procedure (examples include an old Animal or an Animal in poor health).

C. It shall be unlawful for any person owning, keeping, harboring, or possessing any Animals to permit the same to go at large any time within the limits of the City, to the damage or annoyance of any of the residents of the City.

D. In accordance with MGL Chapter 134, Section 2-6, any stray animal found within the City of Springfield shall be reported to and impounded at the Thomas J O'Connor Animal Control and Adoption Center immediately and for the duration of the legally required stray hold.

E. Violations.

1. An owner of an animal covered by this section that allows such animal to become a public nuisance, including but not limited to failure to properly restrain or confine said animal may be fined:
 - a. Not more than \$50.00 for a first offense;
 - b. Not more than \$100.00 for a second offense;
 - c. Not more than \$300.00 for a third or subsequent offense;
 - d. Each day that a violation occurs shall be deemed a separate offense. Following a third offense, any license to keep animals may be revoked, and the offending animal may be impounded.
2. Failure to properly restrain an animal covered by this Section which is found to be reproductively whole shall result in the owner of such animal to be fined an additional \$100.00.

3. Failure to properly restrain an animal covered by this Section which results in such animal entering upon school

property shall result in an additional fine to the owner of such animal an amount not more than \$50.00.

§ 110-6. Impoundment; violation notices.

A. Impoundment.

1. Any Animal found at large or determined to be a public nuisance may be taken by Animal Control Officers, Board of Health agents, or Police Officers and impounded and confined in a humane manner.
2. An Animal Control Officer, Animal Control Center or veterinarian with custody of an impounded or stray Animal shall make a reasonable attempt to contact the Owner of such Animal if the Owner can be identified.
3. An Animal Control Center or veterinarian may, in its sole discretion, administer veterinary care to sick or injured Animals impounded under Section 110-6(A). If the Owner of the Animal can be identified, the Owner shall be responsible for payment of such veterinary expenses.
4. If the Owner of an Animal impounded under Section 110-6(A) has not reclaimed it within seven days of the date of the impoundment, or any lesser minimum period permitted by the General Laws of the Commonwealth, an Animal Control Officer may release the Animal for adoption or humanely euthanize the Animal. If a licensed veterinarian states in writing that the Animal is in significant pain and has no reasonable chance of recovering or having a good quality of life, the Animal may be humanely euthanized at any time. The City shall not be liable for any disposition of Animals in accordance with this section.
5. Except as otherwise provided in this Ordinance, the Owner of any impounded Animal may redeem the Animal, upon payment to the City of the following:
 - a. An impound fee of \$40.00 for each Animal redeemed;
 - b. A boarding fee of \$15.00 per Animal or \$22.00 for bite quarantine or dangerous/nuisance animal, per day;
 - c. All outstanding fines, except for any fine of which a timely appeal is pending;
 - d. All veterinary charges, drugs and other medical expenses;
 - e. The cost of sterilization, if applicable;
 - f. The cost of rabies vaccination, if applicable; and g. The cost of license and registration, if applicable;
 - h. The cost of microchip implantation and registration, if applicable. At the request of the Owner, the Animal Control Center shall provide an itemized list of charges.
 - i. An animal which has been seized following a bite or other violent incident shall be quarantined and confined from contact with persons or other animals for not less than ten (10) days:

1. In the home of the owner of the animal if owner proves that the animal has been vaccinated for rabies;

2. In an animal control center if the owner is unable to prove that the animal has been vaccinated for rabies and/or the owner of the animal is unable to manage or confine the animal in interest of public safety

§ 110-7. Sterilization.

The Thomas J. O'Connor Animal Control and Adoption Center shall not release a dog or cat for adoption without first sterilizing the dog or cat, except where a veterinarian states in writing that sterilization would place the dog or cat at considerable risk due to poor health.

§ 110-8. Animal care standards.

A. Owners shall provide each of their animals with sufficient good and wholesome food and water, proper shelter, protection from the weather; veterinary care when needed to prevent suffering, and otherwise humane care and treatment.

B. A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

1. inside a pen, if the following conditions are met:
 - a. the pen shall have adequate space for exercise with a dimension of at least one hundred square feet; provided, however, that commercial dog kennels with pens intended for the temporary boarding of dogs shall be exempt from this requirement;
 - b. the pen is constructed with chain link or other similar material as determined by the Building Inspector, with all sides enclosed;
 - c. the minimum height of the fence shall be adequate to successfully confine the dog;
2. a fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
3. a trolley system or a tether attached to a pulley in a cable run, if the following conditions are met:
 - a. only one dog shall be tethered to each cable run;
 - b. the tether shall be attached to a properly fitting collar or harness worn by the dog, with enough room to fit two adult fingers between the collar and the dog's throat; provided, however, that a choke collar or pinch collar shall not be used to tether a dog to a cable run;
 - c. there shall be a swivel on at least one end of the tether to minimize tangling of the tether;
 - d. the tether and cable run must each be at least ten feet in length. The cable must be mounted

at least four feet but not more than seven feet above ground level; and

- e. the length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times as described in section 110-8(C);
- f. the tether system shall be of appropriate configuration to confine the dog to the Owner's property, to prevent the trolley system or tether from extending over an object to an edge that could result in injury to or strangulation of the dog and to prevent the trolley system or tether from becoming tangled with other objects or animals.
- g. No person shall tether a dog for more than eight (8) out of every twenty-four (24) hours. No dog under the age of six (6) months shall be tethered outside for any length of time.

C. A person owning or keeping a dog confined outside in accordance with this Ordinance shall provide the dog with access to clean water and appropriate dog shelter. The dog shelter shall allow the dog to remain dry and protected from the elements and shall be fully enclosed on at least three sides, roofed and have a solid floor and be sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of weather elements. The shelter shall contain clean bedding and shall be small enough to retain the dog's body heat and large enough to allow the dog to stand, lie down and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage shall be provided so that water, ice or waste is not standing in or around the shelter.

D. No person shall keep or place an animal in a location that would cause an unreasonable risk of injury or death to the Animal or subject them to "cruel conditions" which shall include, but not be limited to, the following.

- 1. leaving an Animal unattended in a stationary or parked car shall be prima facie evidence of keeping an Animal in a location that causes an unreasonable risk of injury or death. The above stated officials may use reasonable force to remove the Animal from the vehicle, including, but not limited to, breaking the windows of the vehicle.
- 2. filthy and dirty confinement conditions including, but not limited to, exposure to excessive animal waste, garbage, dirty water, noxious odors, dangerous objects that could injure or kill an Animal upon contact or other circumstances that could cause harm to a Animal's physical or emotional health;
- 3. extreme weather, including but not limited to times when a heat or cold advisory is in effect and times when an extreme weather advisory has been issued for the area; and
- 4. taunting, prodding, hitting, harassing, threatening or otherwise harming a tethered or confined dog.

E. No person shall beat, cruelly treat, torment, overload, overwork, or otherwise abuse an Animal, or cause, instigate or permit any dog fight, cock fight, or bullfight, or any other combat between Animals or between Animals and humans.

F. If an Animal is found to be in a location that causes an unreasonable risk to the animal, an Animal Control Officer or a Police Officer may use reasonable force to remove the animal from the dangerous situation and impound said animal as necessary.

- G. A person who violates this section shall, for a first offense, be issued a written warning or punished by a fine of not more than \$50, for a second offense, be punished by a fine of not more than \$100 and for a third or subsequent offense, be punished by a fine of not more than \$300, and be subject to impoundment of the dog in a local shelter at the Owner's expense pending compliance with this section, or loss of ownership of the dog.

§ 110-9. Chief Animal Control Officer; Animal Control Officers; Advisory and Hearing Committee.

- A. The City, through the Mayor or designee, shall appoint a Chief Animal Control Officer, whose primary responsibilities shall include the enforcement and implementation of this Ordinance or any rules and regulations promulgated thereunder. The Chief Animal Control Officer shall be responsible for coordinating and administering the City's animal control activities in accordance with any goals, policies, and procedures established by the Springfield City Council or Department of Health and Human Services, and shall be under the direction and supervision of the Mayor.
- B. No person shall interfere with, molest, hinder or abuse an Animal Control Officer in the exercise of official duties. A person who violates this section shall be fined not less than \$100.00.
- C. Advisory and Hearing Committee. The Advisory and Hearing Committee shall have the power to:
1. meet monthly or at such times as the Chairperson or a majority of the Committee deems necessary;
 2. study, review and issue written reports on issues dealing with dogs or other Animals in the City;
 3. make recommendations to the Mayor and the City Council for the improvement of Ordinances of the City as they relate to dogs and other Animals in the City;
 4. impose fines for violations of this Ordinance and set the amount of fines where not specifically provided by this Ordinance, provided however, that no fine imposed under this Ordinance shall exceed \$300 per violation;
 5. hold hearings to determine whether a dog is a Dangerous Dog or a Nuisance Dog, and to review orders to destroy; and
 6. make rules and regulations, not inconsistent with this Ordinance and state and federal law, for the efficient and orderly conduct of their business and the control and care of Animals in the City.

§ 110-10. Dangerous Dogs and Nuisance Dogs

- A. Any person may file a complaint in writing to the Advisory and Hearing Committee within 30 days of incident occurrence that a dog owned or kept in the City is a Nuisance Dog or a Dangerous Dog. To consider declaring a dog a Nuisance Dog or a Dangerous Dog, an Animal Control Officer of the City may initiate a special hearing before the Advisory and Hearing Committee to consider any evidence collected and take charge of and impound the Animal. The Animal Control Center shall notify the Owner of the dog by certified letter, or Sheriff's Department hand delivery of such special hearing, and the Owner may attend and have an opportunity to be heard. Special hearings

under this Section shall be public meetings under the laws of the Commonwealth of Massachusetts. At this special hearing, the Advisory and Hearing Committee will determine whether to declare such dog a Nuisance Dog or a Dangerous Dog, based on the facts presented and the definition of the terms "Dangerous Dog" and "Nuisance Dog" in Section 110-1. If the dog is declared a Nuisance Dog or Dangerous Dog, the City Clerk shall notify the abutter(s) next door and across the street by regular mail and in the classified section of the local newspaper (i.e., Animals: dogs and cats section) of such finding at the Owner's sole expense. No dog shall be declared a Dangerous Dog:

1. Solely based upon growling or barking;
2. based upon the breed of the dog; or
3. if the dog was reacting to another Animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:
 - a. the dog was protecting or defending itself, its offspring, another Animal or a person from assault or attack;
 - b. the person who was attacked or threatened by the dog was committing a crime upon the person or property of the Owner of the dog;
 - c. the person who was attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
 - d. at the time of the attack or threat, the person or Animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or Animal was not authorized by the Owner of the premises to be within such enclosure including but not limited to a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided however that if a person is under the age of seven, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

B. Dogs declared to be Nuisance Dogs or Dangerous Dogs.

1. If the Advisory and Hearing Committee deems a dog to be a Nuisance Dog or a Dangerous Dog, the Committee may order one or more of the following:
 - a. that the dog be humanely restrained;
 - b. that the dog be confined to the premises of the Owner of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the Owner; provided however, that such confinement shall comply with Section 110-8 of this Ordinance;
 - c. that whenever the dog is removed from the premises of the Owner, the dog shall be securely and humanely muzzled and restrained with a leash having a minimum tensile strength of three hundred pounds and not exceeding three feet in length;
 - d. that the animal shall be surgically sterilized and microchipped with the microchip registered to the City, with all costs associated with these services to be borne by the Owner;

- e. that the Owner construct, within two weeks from the date of decision, a Secure Enclosure to house the dog when it is in the Owner's yard. The Advisory and Hearing Committee may order that, during the construction period, the dog be publicly impounded at an animal shelter or a private veterinary hospital until the Secure Enclosure is constructed. The effectiveness of the Secure Enclosure shall be subject to approval and periodic inspections by an Animal Control Officer, as deemed necessary. The fee for said inspection shall be \$75. If the Owner is found violating the Secure Enclosure requirements, immediate public impoundment of the dog shall be done by the Animal Control Center during the time the violation continues to exist, and the Owner shall bear all cost(s) for such public impoundment. The fine for such violation shall be \$200 per day;
 - f. that ownership of the dog may not be transferred unless the transfer of ownership is to an adult residing within the same residence and said dog shall remain housed solely at that residence;
 - g. that, if the Owner of the dog fails to appear at a hearing in front of the Advisory and Hearing Committee and the dog is declared a Dangerous Dog, the dog shall be impounded and/or euthanized; and/or
 - h. that the dog be humanely euthanized, immediately, or summarily upon the Owner's failure to comply with conditions imposed by the Advisory and Hearing Committee.
 - i. Any other order that the Hearing Committee deems appropriate or necessary to protect the public the public from the dangerous or nuisance dog.
- C. If a dog which has been found to be a nuisance dog or dangerous dog has no additional incidences of nuisance or dangerous behavior within a thirty-six (36) month period from the date of decision, the dog shall be removed from the list of nuisance and dangerous dogs. An owner of a nuisance or dangerous dog can request in writing to the Hearing Committee that the dog be removed from the list of nuisance or dangerous dogs prior to the expiration of the thirty-six (36) month period. The Hearing Committee may, but is not required to, remove a designation of nuisance or dangerousness if they are satisfied that there has been a change of circumstances or measures taken by the owner, such as training, that have mitigated the risk to public safety.
- D. Any and all costs for the impounding of a Dangerous Dog will be borne by the Owner unless determined otherwise by the Advisory and Hearing Committee or court of final appeal. An Owner reclaiming a Dangerous Dog shall pay an administrative fee of \$40, plus the following costs, where applicable:
- 1. a boarding fee of \$22 per dog, per day;
 - 2. all outstanding fines, except for any fine for which a timely appeal is pending;
 - 3. all veterinary charges, drug and other medical expenses;
 - 4. the cost of sterilization;
 - 5. the cost of rabies vaccinations;
 - 6. the cost of license and registration; and

7. the cost of microchip implantation and registration; and
8. the cost of euthanasia and disposal.

§ 110-11. Animal waste.

- A. The Owner or person in possession of any Animal shall be responsible for the removal of any fecal matter deposited by such Animal(s) on public walks, recreation areas or private property.
- B. The Owner or person in possession of any Animal on any public walk, street, recreation area or private property, shall possess the means of removal of any fecal matter left by such Animal.
- C. For the purpose of this section, the means of removal shall include any tool, implement or other device carried for the purpose of picking up or containing such fecal matter.
- D. Any Owner or person in possession of an Animal who fails to comply with the provisions of this section shall be subject to a fine in the amount of \$50 for the first offense, \$100 for the second offense, and \$300 for the third and subsequent offenses.

§ 110-12. Wild Animals; Livestock Animals.

- A. No person shall keep or permit to be kept on his premises any wild, wild-domestic hybrid, or vicious animal as a pet, for display, or for exhibition purposes. This section shall not be construed to apply to zoological parks, animal exhibitions, circuses, or approved Trap-Neuter-Return programs, as defined in this Chapter.
- B. No person shall provide food or sustenance to wild animals, including unsterilized feral, stray, or community cats, in such a manner that would cause a public health or safety risk, or cause a nuisance as defined in this Chapter.
- C. An Animal Control Officer may remove any animals kept in violation of this section and either release such animal into its natural habitat or place it in a suitable facility.
- D. No person shall keep any livestock animals on their property except as otherwise allowed by Springfield Zoning Ordinance or state law. An Animal Control Officer may seize and impound any animals kept in violation of this Section or Springfield Zoning Ordinance, as defined by this Chapter and place it in a suitable facility.
- E. Violations.
 1. Any person who keeps, feeds, or shelters an animal in violation of this section shall be subject to a fine of not more than:
 - a. \$50.00 for the first violation;
 - b. \$100.00 for the second violation; and
 - c. \$300.00 for the third or subsequent violations.

§ 110-13. Warnings; Notices of Violation; Issuance of Citations; Appeals.

- A. Animal Control Officers shall be authorized to issue warnings, notices of violations, orders, citations, fines, and penalties for violations of this Chapter.
- B. A warning or notice of violations shall be construed to be an order of the City of Springfield to comply with this Chapter or the laws and regulations of the state of Massachusetts. Repeated failure to comply with such orders is grounds for revocation of any licenses or permits granted under this Chapter and or impoundment of any animals owned or kept.
- C. The Animal Control Officer may seek enforcement of orders, citations, fines and penalties for violations of this Chapter either through application for a criminal complaint or by seeking a non-criminal disposition in the Springfield District Court.
- D. Fines, Fees, Charges.
 - 1. A citation, fine or penalty may be issued by the Animal Control Officer for violations of this Chapter with or without a written warning or notice of violation, including for a first offense.
 - 2. All fines, fees, and charges under this Chapter shall be due and payable twenty-one (21) calendar days from the date printed on the citation, notice or bill. In the absence of a citation, notice or bill, fines, fees and charges issued under this Chapter shall be due and payable within twenty-one (21) calendar days of the date of service or violation.
 - 3. Failure to pay any fine, fee or charge within twenty-one (21) calendar days shall result in an additional late fee of \$25.00 for each individual fine, fee or charge.
 - 4. Persons who are assessed fines, fees or charges shall make payment to the Licensing Authority.
 - 5. Outstanding fines, fees or charges and associated late fees shall become a municipal lien against the property of the person issued the fine, fee or charge, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 58. Further, no license under this Chapter shall be issued unless all outstanding fines, fees or charges and associated late fees have been paid in full.
- E. Appeals.
 - 1. A person aggrieved by an action or decision of the Animal Control Officer or the Hearing Committee may appeal to the Springfield District Court by making application within twenty-one (21) days of the decision, ticket, or notice of violation.