



CITY COUNCIL

City Clerk's Office 11/8/2022

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday November 14, 2022** at 07:00 PM.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on November 14, 2022 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

Informational

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

Grants

- (2.) FY23 Senior Community Service Employment Grant - In-Kind Match Required - \$514,294.00 (Mayor Sarno)
- (3.) Parks Department - PARC Grant - Donna Blake Park - \$400,000 - Match Required (Mayor Sarno)
- (4.) FY23 SHINE Grant Amendment Increase - No Match Required \$79,033.60 (Mayor Sarno)
- (5.) COPS Anti-Methamphetamine Program Grant - No Match Required - \$10,000 (Mayor Sarno)

Orders

- (6.) Order Authorizing the Transfer of Real Property Known as East Side Main Street to Springfield Pharma
- (7.) Order Authorizing and Approving the Execution of a Quitclaim Deed for the Disposition of Certain Real Properties Located at 195 State Street and East Side Maple Street in Springfield to Merrick Park Apartments Limited Partnership
- (8.) Appropriation Order for Taking Damages for 65 Sumner Avenue in the Amount of \$1,125,000.00
- (9.) Order of Taking-65 Sumner Avenue
- (10.) Order Approving CPC Recommendation to Fund

- (11.) Bond Authorization - Various Municipal Purposes - \$30,000,000 (Mayor Sarno)
Bond Authorization - Various Municipal Purposes - \$30,000,000
- (12.) Bond Authorization - MSBA ARP Projects - \$7,477,313 (Mayor Sarno)
- (13.) Bills of Prior Year - Various Departments - \$15,555.92 (Mayor Sarno)
- (14.) Elders Donation - \$6,000.00 (Mayor Sarno)
- (15.) Springfield City Library Donation - \$4,500 (Mayor Sarno)
- (16.) Springfield City Library Donation - \$2,500 (Mayor Sarno)
- (17.) CCA Authorization (President Lederman, Ms. Perez, Ward 8 City Councilor Govan)
- (18.) An Order to Amend Chapter 218, Section 2 VIII (Ward 6 Councilor Davila, President Lederman)
Preferably Preserved Building Ordinance - Chapter 218

Petitions

- (19.) Petition to Store and Sell Petroleum at 658 Berkshire Avenue
- (20.) Crown Castle- Hamden Street



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7093

1

September Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended
09/30/22

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	245,054,925	61,057,749	(183,997,176)	25
Real Estate & Personal Property Taxes - Tax Liens	-	302,226	302,226	(
Motor Vehicle Excise	13,000,000	1,168,328	(11,831,672)	9
Penalties, interest and other taxes	19,375,948	1,100,023	(18,275,925)	(
Charges for Services	15,451,466	3,102,078	(12,349,388)	20
Intergovernmental	507,839,884	127,932,538	(379,907,346)	25
Licenses and Permits	5,313,100	1,499,185	(3,813,915)	28
Fines and Forfeits	522,183	140,199	(381,984)	27
Interest earned on Investments	2,266,442	611,350	(1,655,092)	27
Miscellaneous	6,693,800	453,096	(6,240,703)	7
FY 2022 Net School Spending Shortfall (a.)	20,268,253	20,268,253	-	100
Free Cash to Reduce Tax Rate	3,500,000	3,500,000	-	100
Total Revenues and Other Sources	839,286,000	221,135,025	(618,150,975)	26
Expenditures and Other Uses:				
General government	27,008,379	11,303,540	15,704,839	42
Public safety				
Police	51,753,000	12,454,279	39,298,721	24
Fire	25,549,818	6,746,899	18,802,919	26
Centralized Dispatch	2,174,551	504,779	1,669,772	23
Other	4,627,348	1,501,840	3,125,508	33
Health and Welfare	4,498,813	1,137,595	3,361,217	25
Public works	11,972,273	6,285,424	5,686,849	53
Education	565,131,523	134,712,236	430,419,287	24
Culture and recreation	15,325,329	5,585,136	9,740,193	36
Pension and fringe	89,325,909	64,799,401	24,526,507	72
State and district assessments	3,930,007	977,462	2,952,545	25
Debt Service	27,535,488	13,716,059	13,819,430	50
Pay as you go Capital	4,287,969	215,367	4,072,602	5
Other Financing Use - Trash Enterprise Supplement	6,165,593	6,165,593	-	100
Total Expenditures and Other Uses	839,286,000	266,105,610	573,180,390	32
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(44,970,585)	(44,970,585)	

Attachment: September Revenue Vs. Expenditure Report (7093 : September Revenue Vs. Expenditure Report)

(a.) The FY 2022 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
09/30/22

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	27,008,379	-	27,008,379	6,831,664	4,471,876	15,704,839	42%
Public safety							
Police	51,753,000	-	51,753,000	11,602,056	852,223	39,298,721	24%
Fire	25,549,818	-	25,549,818	6,075,488	671,411	18,802,919	26%
Centralized Dispatch	2,174,551	-	2,174,551	500,331	4,448	1,669,772	23%
Other	4,627,348	-	4,627,348	1,009,710	492,130	3,125,508	32%
Health and Welfare	4,498,813	-	4,498,813	869,431	268,164	3,361,217	25%
Public works	11,972,273	-	11,972,273	5,259,007	1,026,417	5,686,849	52%
Education	544,863,270	20,268,253	565,131,523	116,632,002	18,080,234	430,419,287	24%
Culture and recreation	15,325,329	-	15,325,329	4,304,037	1,281,099	9,740,193	36%
Pension and fringe	89,325,909	-	89,325,909	63,809,401	990,000	24,526,507	73%
State and district assessments	3,930,007	-	3,930,007	977,462	-	2,952,545	25%
Debt Service	27,535,488	-	27,535,488	13,716,059	-	13,819,430	50%
Pay as you go Capital	4,287,969	-	4,287,969	37,500	177,867	4,072,602	5%
Other Financing Use - Trash Enterprise Supplement	6,165,593	-	6,165,593	6,165,593	-	-	100%
Total Expenditures and Other Uses	819,017,747	20,268,253	839,286,000	237,789,742	28,315,868	573,180,390	32%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
09/30/22 vs 09/30/21

<u>Revenues and Other Sources:</u>	<u>FY 2023 Actual</u>	<u>FY 2022 Actual</u>	<u>Increase/ (Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 61,057,749	\$ 58,225,346	\$ 2,832,403	
Tax Liens	302,226	311,804	(9,578)	
Motor Vehicle Excise	1,168,328	795,724	372,605	
Penalties, interest and other taxes	1,100,023	831,611	268,411	
Charges for Services	3,102,078	4,171,058	(1,068,980)	FY 22 Municipal Medicaid Payment \$918K rec'd in Sept.
Intergovernmental	127,932,538	116,190,477	11,742,061	Increase in State Aid
Licenses and Permits	1,499,185	1,262,999	236,186	
Fines and Forfeits	140,199	105,937	34,262	
Interest earned on Investments	611,350	198,870	412,480	
Miscellaneous	453,096	3,141,328	(2,688,232)	
Net School Spending Shortfall	20,268,253	15,593,824	4,674,429	Increase in NSS Carryover
Stabilization Reserves	-	-	-	
Free Cash to Reduce the Tax Rate	3,500,000	-	3,500,000	
Other Financing Sources	-	12,080,086	(12,080,086)	FY 22 APRA Lost Revenue Funding
Total Revenues and Other Sources	221,135,025	212,909,064	8,225,961	

Expenditures and Other Uses:

General government	11,303,540	10,474,588	828,952	
Public safety				
Police	12,454,279	11,191,823	1,262,456	
Fire	6,746,899	5,688,207	1,058,692	
Centralized Dispatch	504,779	620,359	(115,580)	
Other	1,501,840	1,423,128	78,712	
Health and Welfare	1,137,595	911,074	226,522	
Public works	6,285,424	5,897,958	387,466	
Education	134,712,236	138,526,614	(3,814,377)	FY 22 Encumbrance Entry
Culture and recreation	5,585,136	4,747,749	837,388	
Pension and fringe	64,799,401	59,833,120	4,966,281	FY 23 Pension Payment
State and district assessments	977,462	1,004,120	(26,658)	
Debt Service	13,716,059	14,623,219	(907,160)	
Pay as you go Capital	215,367	1,169,223	(953,856)	
Trash Enterprise Supplement	6,165,593	6,258,139	(92,545)	
Total Expenditures and Other Uses	266,105,610	262,369,320	3,736,290	

Totals	\$ (44,970,584)	\$ (49,460,255)	\$ 4,489,671	
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City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7098

2

FY23 Senior Community Service Employment Grant - In-Kind Match Required - \$514,294.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Community Service Employment Program (SCSEP) Grant of \$514,294.00 from Senior Service America, Inc. (SSAI) from July 1, 2022 to June 30, 2023; and

WHEREAS, the Senior Community Service Employment Program (SCSEP) offers low-income seniors paid community service and training as an entry into productive work; benefiting (1) eligible people who enroll and (2) the community in which the program is located; and

WHEREAS, the Department intends to use the grant funds to enroll eligible persons during the program period, assigning them to part-time community service positions, and transition a portion of such persons to unsubsidized employment during the program year; and

WHEREAS, the grant will pay \$514,294, and requires a match from the City of \$75,687 through in-kind services or expenses; and

WHEREAS, the Department of Elder Affairs 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:

FY23 Senior Community Service Employment Grant - In-Kind Match Required - \$514,294.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

10/17/2022

Department Requesting Grant Setup

DEA

Department Phone # (Please include extension)

886-5223/5223

Name and Title of Person to Contact in Case of Questions

Carol K. Gasque

Was this Grant previously setup for a prior fiscal year? **YES**

If yes, please indicate your previous project number: **67322**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) **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: **SCSEP/SSA-Workforce Inclusion FY23 Grant**

Total Grant Amount Awarded: **\$ 514,294.00**

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: **SCSEP/SSA-Workforce Inclusion**

Street Address : 8403 Colesville Road, Suite 200

City, State, Zip Code: Silver Spring, Maryland 20910-6391

Telephone: 1-301-578-8469

Fax

E-Mail: scsephelp@workforceinclusion.org

Actual Award Date **7/1/2022**

Board Approval Date

Start Date **7/1/2022**

Expiration Date **6/30/2023**

Renewal Action Date (optional)

If there are any Matching Funds: **Yes**

Type

Percent

Amount **\$75,687.00**

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant
Per attachment to contract -Scope of Services

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: 26735410 (Amendment)

Wages/Fringe-participants/jobseekers	\$ 473,602.00
Wages/Staff	28,286.00
Other Program Cost	1,500.00
Office supplies	1,000.00
Indirect	9,906.00
	\$ 514,294.00

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. Gargue
Signature

10/17/2022
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.

Center for Workforce Inclusion, Inc. (Center)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date appearing on the second page of this Agreement, upon which date this Agreement becomes effective retroactive on July 1, 2022. Any individual executing this Agreement on behalf of any party hereto does hereby represent and warrant that such execution is made with full authority and that such party is bound by the terms hereof.

City of Springfield Department of Elder Affairs

By

✓ Domenic J. Sarno
(Signature)

Name

Domenic J. SARNO
(Print)

MAYOR
(Title)

✓ 10/7/22
(Date)

M.MARINO@springfieldcityhall.com
(E-mail Address)

Center for Workforce Inclusion, Inc.

By

(Signature)

Name

Gary A. Officer
President and CEO
Center for Workforce Inclusion, Inc.

(Date)

Attachment: Elders SCSEP Grant (7098 : FY23 Senior Community Service Employment Grant - In-Kind Match Required - \$514,294.00)

Workforce Inclusion SCSEP Sponsor Agreement

July 1, 2022 – June 30, 2023

Who we are – a National Grantee for Title V of the Older Americans Act

Center for Workforce Inclusion, Inc. (Center)
8403 Colesville Road, Suite 200
Silver Spring, Maryland 20910-6391

This Agreement refers to the Center for Workforce Inclusion, Inc. as *We* or *Us* or *Grantee*.

Who you are – a Subgrantee/Sponsor

Subgrantee Project Number: 103

City of Springfield Department of Elder Affairs
1476 Roosevelt Ave
Springfield, MA 01109

This Agreement refers to City of Springfield Department of Elder Affairs Column A as *You* or *Sponsor*.

Background

The Center for Workforce Inclusion, Inc. has received a Senior Community Service Employment Program (SCSEP) grant award from the Employment and Training Administration Division of Older Worker Programs, U.S. Department of Labor (USDOL) dated and received on September 13, 2022. This grant is authorized under Title V of the Older Americans Act of 1965 as amended (CFDA No.: 17.235) and the Federal Award Identification Number is AD-38325-22-60-A-24.

Our SCSEP Program offers low-income older people paid community service and training as an entry into productive work. The SCSEP Program is intended to benefit:

- eligible people who enroll, and
- the community in which the program is located.

To help us carry out our duties for this program, by signing this Agreement you have agreed to provide certain services and facilities described below.

Definitions

This Agreement is subject to and incorporates the definitions of Title 20, Code of Federal Regulations, Part 641, or as amended.

Whenever *Sponsor* is used, it means a subgrantee of the Center.

Whenever *jobseeker* is used, it means a SCSEP participant. (The Federal government uses the term *participants*.)

The Terms of this Agreement

I. Period of this Agreement:

July 1, 2022 to June 30, 2023.

You must fulfill your duties within this time period unless we both agree in writing to extend the deadline.

II. Funding for this Agreement:

\$514,294 Federal, that we provide.

\$75,687 Non-Federal, that you provide. (20 CFR 641.809)

\$589,981 Total funding.

Of the Federal funds that we provide, you must spend at least \$473,602 for SCSEP Participant Wages and Fringe Benefits. The maximum to be spent on Administrative Costs is \$28,286 of \$40,693 funds available for Administrative and Program/Other Costs. At your discretion, and in the best interests of the SCSEP Program, the balance of the Federal funds may be spent as follows:

1. on additional Participant Wages and Fringe Benefits; or
2. on Program/Other Costs (not Participant Wages and Fringe Benefits or on Administrative Costs); or
3. on a maximum of \$28,286 for Administrative Costs; or,
4. on any combination of the three (3) options above.

You agree to provide the non-Federal share in the amount of \$75,687 and you agree to use this amount to support the SCSEP Program. You have agreed to do this voluntarily and you acknowledge that this obligation is not a condition of entering into this subgrant.

Funding for this Agreement may be changed by the Center. The Center may modify the budget with our Agreement Modification document. See *Center SCSEP Program Policy and Procedure Manual*.

Accordingly, for good and valuable consideration, the parties hereby agree as follows:

III. What you agree to do:

According to Title 20 of the Code of Federal Regulations, Part 641, Subpart C-Grant Operations, as amended, you agree to enroll at least 46 eligible persons during the program period. You agree to assign these eligible, low-income jobseekers 55 years of age and older into part-time community service positions at rates and hours set forth in the Older Americans Act and consistent with their assessments and individual employment plans.



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7110

3

Parks Department - PARC Grant - Donna Blake Park - \$400,000 - Match Required (Mayor Sarno)

APPROPRIATION ORDER AND RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS WITH AND FROM THE COMMONWEALTH OF MASS., EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE “PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES GRANT PROGRAM” FOR IMPROVEMENTS TO DONNA BLAKE PARK

Whereas: Donna Blake Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City’s priorities to provide recreational opportunities for all of its residents as evidenced in the City’s most recent Open Space and Recreation Plan (“Plan”); and

Whereas: Donna Blake Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and

Whereas: Donna Blake Park’s ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced ADA accessibility, inclusive & accessible splash pad, playground and picnic amenities; as well as improved shade elements, tree plantings and landscaping; and

Whereas: The main focus of the design is to improve the current conditions to be used as a public park; and

Whereas: The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and

Whereas: The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and

Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and

Whereas: The Donna Blake Park Improvement project will cost \$950,000 (Nine Hundred Fifty Thousand Dollars), and the PARC program requires the City to

appropriate the full amount of the project costs; and

Whereas: The City has committed \$550,000.00 (Five Hundred Fifty Thousand Dollars) in municipal funds, and the additional \$400,000.00 (Four Hundred Thousand Dollars) which will be reimbursed by The Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities grant program, for the first phase of the project; and

Whereas: The Chief Administrative and Financial Officer 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 this City Council Order appropriating funds for the Project, and expending the grant funds once received, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

NOW THEREFORE BE IT ORDERED:

- 1) That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of Four-Hundred Thousand Dollars (\$400,000) for Donna Blake Park from the Parkland Acquisitions and Renovations for Communities grant program;
- 2) that the City Council hereby appropriates the sum of Two Hundred Fifty Thousand Dollars (\$250,000) for the Donna Blake Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(26311824-580800-63123:)
- 3) that the City Council hereby appropriates the sum of Three Hundred Thousand Dollars (\$300,000) for the Donna Blake Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(26311824-580800-63124:)
- 4) That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and
- 5) That this resolution and order shall take effect upon its passage.

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: November 14, 2022
Re: Order for Council Meeting – November 14, 2022
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 14, 2022 Council meeting regarding a state grant for improvements and upgrades to Donna Blake Park.

Background: The Parks Department has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive state grant assistance from Parkland Acquisitions & Renovations for Communities (PARC). The total cost of this project will be \$950,000. The grant will provide \$400,000 in funding and the remaining \$550,000 will be provided through CDBG funding.

This project will allow for improvements to Donna Blake Park, including installation of an accessible splash pad, playground and picnic amenities, as well as field improvements, tree plantings and landscaping.

DESCRIPTION	AMOUNT
GRANT FUNDING	400,000
FY23 CDBG FUNDING	250,000
FY24 CDBG FUNDING	300,000
TOTAL PROJECT BUDGET	950,000

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

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



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/14/2022

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

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

Was this Grant previously setup for a prior fiscal year?

No

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City (Parkland Acquisitions & Renovations for Communities
Grant – PARC FY23)

Private/Other

Grant Name: Donna Blake Park

Total Grant Amount Awarded: \$ 400,000

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

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

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

Entity Name	Office of Energy & Environmental Affairs
Contact Person	Melissa Cryan
Street Address	100 Cambridge Street, 9 th Floor
City, State, Zip Code	Boston, MA 02114
Telephone	(617) 626-1171
Fax	
E-Mail	melissa.cryan@state.ma.us

Actual Award Date September 27, 2022

Board Approval Date

Start Date

Expiration Date June 1, 2024

Renewal Action Date (optional)

If there are any Matching Funds:

Type

CDBG FY23- \$250,000

CDBG FY24 - \$300,000

Comments re: Description/Purpose of Grant

To make improvements at Donna Blake Park, including installation of an accessible splash pad, playground and picnic amenities; as well as field improvements, tree plantings and landscaping. Project will increase recreational opportunities and improve climate resiliency while reducing heat island affect through splash pad and share elements for the Upper Hill neighborhood.

Comments re: Conditions/Restrictions of Grant

There are no conditions or restrictions to this grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # : Not Applicable

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)

A.C.H

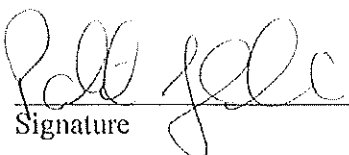
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 530600 \$50,000
584000 \$350,000

Object Codes:

Budget Roll-Up Codes:

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


Signature

10/14/22
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.

In the City Council

THE CITY OF SPRINGFIELD

November 14, 2022

**APPROPRIATION ORDER AND
RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS
WITH AND FROM THE COMMONWEALTH OF MASS.,
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL
AFFAIRS FOR THE “PARKLAND ACQUISITIONS AND
RENOVATIONS FOR COMMUNITIES GRANT PROGRAM” FOR
IMPROVEMENTS TO DONNA BLAKE PARK**

- Whereas: Donna Blake Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City’s priorities to provide recreational opportunities for all of its residents as evidenced in the City’s most recent Open Space and Recreation Plan (“Plan”); and
- Whereas: Donna Blake Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and
- Whereas: Donna Blake Park’s ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced ADA accessibility, inclusive & accessible splash pad, playground and picnic amenities; as well as improved shade elements, tree plantings and landscaping; and
- Whereas: The main focus of the design is to improve the current conditions to be used as a public park; and
- Whereas: The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and
- Whereas: The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and
- Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and
- Whereas: The Donna Blake Park Improvement project will cost \$950,000 (Nine Hundred Fifty Thousand Dollars), and the PARC program requires the City to appropriate the full amount of the project costs; and

Whereas: The City has committed \$550,000.00 (Five Hundred Fifty Thousand Dollars) in municipal funds, and the additional \$400,000.00 (Four Hundred Thousand Dollars) which will be reimbursed by The Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities grant program, for the first phase of the project; and

Whereas: The Chief Administrative and Financial Officer 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 this City Council Order appropriating funds for the Project, and expending the grant funds once received, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

NOW THEREFORE BE IT ORDERED:

- 1) That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of Four-Hundred Thousand Dollars (\$400,000) for Donna Blake Park from the Parkland Acquisitions and Renovations for Communities grant program;
- 2) that the City Council hereby appropriates the sum of Two Hundred Fifty Thousand Dollars (\$250,000) for the Donna Blake Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(ACCOUNT NUMBER:)
- 3) that the City Council hereby appropriates the sum of Three Hundred Thousand Dollars (\$300,000) for the Donna Blake Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(ACCOUNT NUMBER:)
- 4) that the City Council hereby appropriates the sum of Four Hundred Dollars (\$400,000) for the Donna Blake Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(ACCOUNT NUMBER:)
- 5) That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and
- 6) That this resolution and order shall take effect upon its passage.



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
 100 Cambridge Street, Suite 900
 Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Bethany A. Card
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181

September 27, 2022

Patrick Sullivan
Department of Parks, Buildings & Recreation Management
200 Trafton Road
Springfield, MA 01108

Re: Donna Blake Park, PARC #48

Dear Mr. Sullivan:

I am pleased to officially confirm that the Donna Blake Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$400,000 in state Parkland Acquisitions and Renovations for Communities (PARC) assistance.

Project deadline is June 1, 2024

Be advised that the sum of \$50,000 for design costs has been set-aside for encumbrance and expenditure in FY23. Please note that this figure is solely for expenditure in FY23. The remaining \$350,000 for construction will be executed for encumbrance of funds in FY24, which begins July 1, 2023. All construction work must be completed and closed out by June 1, 2024. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 70%. We can only reimburse your community for 70% of what you spend, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2024 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at melissa.cryan@mass.gov or (857) 274-7173.

Next Steps

1. Take a **City Council or Town Meeting vote** if you have not done so already. I must have a certified copy of the vote in hand by December 31, 2022. If you have not yet had me review the vote language, please do so immediately.
2. Execute the **PARC Project Agreements**. The PARC Project Agreement will be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact me immediately if any changes or updates need to be made. If the document is correct, please have two copies signed and return them to me for signature by Bethany Card, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than March 1, 2023.
3. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, are signed and returned to me. The Contractor Authorized Signatory Listing Form should be signed by whoever signed the contract. Be sure to fill out both pages of the

document. Only two names should appear on this document – the signatory and the notary. A sample form has been enclosed – please review it closely so that your form is filled out correctly.

4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2023, but are expected to begin construction on that date. If you cannot meet this grant requirement, you must explain why. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A **quarterly report form** is also enclosed, which is due the first business day of December, March, June, and September while the project is active.

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2023.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by March 1, 2023.
3. The construction must be started on July 1, 2023 and closed out by June 1, 2024. If you do not meet this July 1, 2023 construction start date, you must have an explanation as to why and how you will meet the June 1, 2024 deadline.
4. Completion of outstanding CRs on parcels acquired with the use of CPA funds. Applicants that have purchased real property interests for open space or recreational purposes using money from the Community Preservation Fund must have all conservation restrictions required by Section 12 of Chapter 44B approved by the Secretary of Energy and Environmental Affairs and recorded prior to receipt of project reimbursement from the Executive Office of Energy and Environmental Affairs. Please submit to DCS documentation showing the conveyance of approved CRs to an appropriate entity on the below listed properties acquired with the use of CPA. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.

Legally Protected Recreation Land – Springfield's Commitment

Please remember that according to Article 97 of the Amendments to the Massachusetts Constitution, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

Project Sponsor's Workshop

Please carefully review all the enclosed information, and plan to attend the Project Sponsor's Workshop. This is a short, but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. The grant workshop will be held via Microsoft Teams on Thursday, October 13, 2022 at 11:00 am. Upon registration, the login information will be provided.

Congratulations on your successful application to the PARC program!

Sincerely,
Melissa Cryan
 Melissa Cryan
 Grant Programs Supervisor

enc.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec. Off. of Energy and Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01108		Business Mailing Address: 100 Cambridge Street, 9th Floor, Boston, MA 02114	
Contract Manager: Patrick Sullivan	Phone: (413) 787-7770	Billing Address (if different):	
E-Mail: PSullivan@springfieldcityhall.com	Fax:	Contract Manager: Melissa Cryan	Phone: 857-274-7173
Contractor Vendor Code: VC6000192140		E-Mail: melissa.cryan@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 23 DCS 02	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		_____ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u>Commonwealth Terms and Conditions For Human and Social Services</u> <u>Commonwealth IT Terms and Conditions</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. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>400,000</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 ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ____ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Donna Blake Park, PARC #48: The project will include the installation of an accessible splash pad, playground and picnic amenities, open space improvements, tree plantings and landscaping, in accordance with the terms of the PARC Grant Program and application filed by the City of Springfield, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2024</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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>7/20/24</u> (Signature and Date Must Be Captured At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>DOMENIC J. SARANO</u>		Print Name: <u>Bryan Hightower</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Director of Capital & Trust Planning</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* (See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.)

Donna Blake Park, PARC #48: The project will include the installation of an accessible splash pad, playground and picnic amenities, open space improvements, tree plantings and landscaping, in accordance with the terms of the PARC Grant Program and application filed by the City of Springfield, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

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

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

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

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY23 Design				\$ 50,000
FY24 Construction				\$ 350,000
				\$
				\$
				\$
				\$
SUBTOTAL (this page)				\$ 400,000

MAXIMUM OBLIGATION

\$ 400,000

Page 1 of 1 Budget pages

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

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES

PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES
PROGRAM
PROJECT AGREEMENT

Made this 14th day of October, 2022 between the City of Springfield, with an address of 36 Court Street, Springfield, MA 01108, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge Street, Suite 900, Boston, MA 02114.

Premises: Approximately 1.70 acres of land including any buildings thereon located at 200 Pendleton Avenue in the City of Springfield, Massachusetts. For Participant's Title, see Book 3899, Page 215 in the Hampden County Registry of Deeds, at 50 State Street, Springfield, MA 01103.

WHEREAS, the **PARTICIPANT** has established a Park, Recreation, or Conservation Commission under Massachusetts General Laws Chapter 45, § 2 or Massachusetts General Laws Chapter 40, § 8C, hereinafter referred to as the **COMMISSION**, and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Parkland Acquisitions and Renovations for Communities (PARC) Program, pursuant to St. 1977, Chapter 933, as amended, for a project briefly described as follows:

Donna Blake Park, PARC #48: The project will include the installation of an accessible splash pad, playground and picnic amenities, open space improvements, tree plantings and landscaping,

hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has received said application and found the application to be in conformance with the Statewide Comprehensive Outdoor Recreation Plan, St. 1977, Chapter 933, as amended, and the PARC Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of \$400,000 (four hundred thousand dollars).

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts PARC Program, its policies and regulation 301 CMR 5.00, Massachusetts General Laws Chapter 45, § 2, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described above by authorizing its **COMMISSION** to develop, manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as approved, including any promises, conditions, plans, specification estimates, procedures, project proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the **PROJECT** shall be undertaken without advance approval by the **COMMONWEALTH**.

3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH**, which sets forth public access and an indication that the **PROJECT** received PARC funds.
4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Energy and Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** hereby covenants and agrees that the **PROJECT**, including the property and any and all associated facilities and improvements, shall be devoted to park, recreation and/or conservation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said park or outdoor recreation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy and Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the PARC Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.
8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of park and recreation facilities, and that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. Consequently, the **PARTICIPANT** and the **COMMONWEALTH** agree that payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.

9. The PARTICIPANT agrees to record a copy of this Agreement at the Registry of Deeds and to provide proof of such recording to the COMMONWEALTH. In the case of a development project, this Agreement shall be recorded with and a marginal notation entered on the deed to the property to be improved by PROJECT. This project agreement shall also be recorded and marginally noted on any prior deed, restriction, conveyance, or other instrument affecting the PROJECT area. Failure to do so shall not impair the validity or enforcement of the agreement. The PARTICIPANT agrees to reference this project agreement in any deed, restriction, or conveyance or other instrument affecting the PROJECT area.

COMMONWEALTH OF MASSACHUSETTS

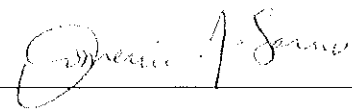
BY

 Secretary, Executive Office of
 Energy and Environmental Affairs

DATE: _____

PARTICIPANT

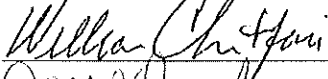
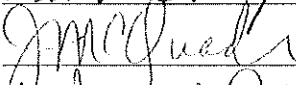
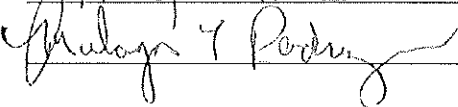
BY



 Chief Executive Officer

PARK, RECREATION, OR
CONSERVATION COMMISSION

BY

DATE: 10/14/22

Attached hereto evidence of authority to execute this agreement on behalf of the PARTICIPANT. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the PROJECT, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above. In addition, a park boundary map is attached that accurately reflects the property that is protected through the receipt of the PARC grant award.



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7097

4

FY23 SHINE Grant Amendment Increase - No Match Required \$79,033.60 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Servicing the Health Information Needs of Elders (SHINE) Grant Award increase of \$79,033.60 bringing the total grant award to \$105,378.13 From the Massachusetts Executive Office of Elder Affairs for the period starting July 1, 2022 and ending June 30, 2023; and

WHEREAS, the grant funds provide health insurance and medical information, screening and application assistance to low income seniors; and

WHEREAS, the Department intends to use the grant funds to provide information, screening and application assistance regarding Low Income subsidy (LIA), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (prescription Advantage) to all Medicare beneficiaries who may qualify; 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:

FY23 SHINE Grant Amendment Increase - \$79,033.60 No Match Required



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

10/17/2022

Department Requesting Grant Setup

DEA

Department Phone # (Please include extension)

886-5223/5223

Name and Title of Person to Contact in Case of Questions

Carol K. Gasque

Was this Grant previously setup for a prior fiscal year? **YES**
If yes, please indicate your previous project number: **82322**

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) **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: **Adding the additional 75% to the SHINE FY23 Grant-now 100%**
Total Grant Amount Awarded: **\$26,344.53 + 79,033.60 = 105,378.13**

Is this a Reimbursable Grant?

(Y/N) **YES**

Attachment: Elders SHINE Grant (7097 : FY23 SHINE Grant Amendment Increase - No Match Required \$79,033.60)

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: **SHINE**

Street Address: 1 Ashburton Place –Room 517

City, State, Zip Code: Boston, MA 02108

Telephone: 1-617-222-7427

Fax 1-617-727-9368

E-Mail: **neil.petrocelli@state.ma.us**

Actual Award Date **7/1/2022**

Board Approval Date

Start Date 7/1/2022

Expiration Date 6/30/2023

Renewal Action Date (optional)

If there are any Matching Funds: **no**

Type

Percent

Amount

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant
Per attachment to contract -Scope of Services

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):

Attachment: Elders SHINE Grant (7097 : FY23 SHINE Grant Amendment Increase - No Match Required \$79,033.60)

Org Code: 28235404 (Amendment)

Wages	\$ 82,407.05
Fringe	11,800.00
Travel	3,300.00
Office Supplies	4,125.00
Indirect	3,746.08
	\$105,378.13

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. Gueque
Signature

10/17/2022
Date

Please attach the following documents:

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

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

Attachment: Elders SHINE Grant (7097 : FY23 SHINE Grant Amendment Increase - No Match Required \$79,033.60)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



4.a

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

CONTRACTOR LEGAL NAME : City of Springfield (Dept. of Elder Affairs (and d/b/a):		CONTRACTOR LEGAL NAME : City of Springfield (Dept. of Elder Affairs (and d/b/a):	
Legal Address: (W-9, W-4): 36 Court St., Springfield, MA 01103-1699		Legal Address: (W-9, W-4): 36 Court St., Springfield, MA 01103-1699	
Contract Manager: Lorene Leembruggen	Phone: 1-413 750-2654	Billing Address (if different):	
Email: lleembruggen@springfieldcityhall.com	Fax: 1-413-750-2694	Contract Manager: NEIL PETROCELLI	Phone: 617-222-7427
Contractor Vendor Code: VC6000192140		E-Mail: neil.petrocelli@MASS.GOV	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		Fax: 1-617-727-9368	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: June 30, 2025. Enter Amendment Amount: \$ 79,033.60 (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☒ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 105,380.13			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This contract amendment is to fund the remaining 75% allocation for the SHINE program for the balance of SFY 23. The vendor is to provide comprehensive health insurance counseling and information to Medicare beneficiaries in the contract agency's designated region under the SHINE program. The Statement of Work outlining contract agency responsibilities is in the RFR document that was sent with the initial contract. Funding of this contract is subject to appropriation and can change.			
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 a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of 20, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of JUNE 30, 2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/7/2025</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: DOMENIC J. SARNO		Print Name: Aaron Beitman	
Print Title: MAYOR		Print Title: Chief Financial Officer	

FY 2023Contractor Name: City of Springfield (Dept. of Elder Affairs) Amendment # 1

If Federal Funds, CFDA: 93.779

PURCHASE OF SERVICE
ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE

Program Name: SHINE PROGRAM	Document ID#: CT ELD 0364 SHINEPROGRAM2023spng	MMARS Code: 8036	Program Type Counseling Services	UFR Prog. # EOEA-RFR-2022-001 SHINE
---------------------------------------	---	----------------------------	--	---

AMENDMENT #1, IF APPLICABLE:**UNIT RATE CALCULATION**

1. Program Total Costs

2a. Program Offsets:

SourceAmount

\$

_____	_____
_____	_____
_____	_____
_____	_____

2b. Offsets for Non-Reimbursable Costs: _____

Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.

2. Subtotal Offsets (Line 2a + Line 2b)

(\$ _____)

3. Net Adjusted Program Costs (LINE 1 minus LINE 2)

\$ _

4. Total Program Capacity

(# of units)

_____ (Type of unit)

5. Share of Total Capacity Purchased by Contract

(# of units)

% (% of line 4)

6. Negotiated Utilization Factor, if any

_____ %

7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6)

(# of units)

8. Unit Rate (LINE 3 DIVIDED BY LINE 7)

9. Maximum # of Billable Units (LINE 5 x LINE 6)

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION FY 2023

11. for Unit Rate: Line 8 X Line 9

For Other Price Calculation Method, Enter Obligation from Line 10

For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget

\$105,378.13

12. Invoice Offset

SOURCEAMOUNT

12. Subtotal:

\$ 0.00

13. Maximum Obligation for the Program (LINE 11 minus LINE 12)

\$105,378.13

14. Capital Budget (from Capital Budget Form), if applicable

\$ 0.00

15. Total Maximum Obligation for Program (LINE 13 + LINE 14)

\$105,378.13**FOR INFORMATION ONLY:**SOURCEAMOUNT

Other Revenue Sources (Only if % in LINE 5 is less than 100%)

Attachment: Elders SHINE Grant (7097 : FY23 SHINE Grant Amendment Increase - No Match Required \$79,033.60)

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**PROGRAM INFORMATION**

Contractor Name: City of Springfield (Dept. of Elder Affairs)	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling Services	Document ID #: CT ELD 0364 shineprogram2023spng
Program Name: SHINE Program	UFR Program #:
Program Address: 36 Court St	MMARS Program Code: 8036
City/State/Zip: Springfield, MA. 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Lorene Leembruggen Telephone: 413-750-2893 fax - 413-750-2694 Email - lleembruggen@springfieldcityhall.com	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: ☐ Attached ☒ RFR Reference # EOE RFR-2022-001 SHINE ☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment	
SCOPE OF SERVICES: ☐ Bidders Response Attached ☒ Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: 7/1/22 to 6/30/28	
INITIAL DURATION: 7/1/22 to 6/30/25	
OPTIONS TO RENEW: <u>Three options to renew</u>	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)			2023	\$105,378.13	2024	\$1.00
					2025	\$1.00
OPTION 1: PRICE AGREEMENT (list price) \$ _____ - rate regulation (if any) 651 CMR						
☐ OPTION 2: SUMMARY BUDGET (T lines only) ☐ unit rate ☐ cost reimbursement ☐ other						
☒ OPTION 3: COMPLETE BUDGET ☒ cost reimbursement ☐ unit rate ☐ other						
Total:			Total:	\$105,378.13	Total:	\$2.00
				Multi-Year Total:	\$105,380.13	
CURRENT MAX OBLIGATION: \$105,378.13 UNIT RATE: \$ _____ # BILLABLE UNITS: _____						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 10 th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)						
BRIEF DESCRIPTION OF PERFORMANCE:						

Attachment: Elders SHINE Grant (7097 : FY23 SHINE Grant Amendment Increase - No Match Required \$79,033.60)



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Sean Pham
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7095

5

COPS Anti-Methamphetamine Program Grant - No Match Required - \$10,000 (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded a COPS Anti-Methamphetamine Program Grant in the amount of \$10,000 from the U.S. Department of Justice through the Massachusetts State Police; and

WHEREAS, the grant program is for purposes related to work with the Anti-Methamphetamine Task Force; and

WHEREAS, the Department intends to use the grant funds in collaboration with the Massachusetts State Police for overtime costs incurred by the assignment of police officers working the Anti-Methamphetamine Program in the Commonwealth; 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 grants, 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:

COPS Anti-Methamphetamine Program Grant - \$10,000



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

11/14/2022

Department Requesting Grant Setup

Office of Management and Budget

Department Phone # (Please include extension)

413-784-4883

Name and Title of Person to Contact in Case of Questions

Sean Pham; Senior Budget Analyst

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

No please use project code METH23

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

(Y/N) 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:

U.S. Department of Justice COPS Anti-Methamphetamine Program MOU with State Police

Total Grant Amount Awarded: **\$10,000**

Is this a Reimbursable Grant? (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.

Yes

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 State Police
Contact Person	Melissa Comeau
Street Address	470 Worcester Road
City, State, Zip Code	Framingham, MA 01702
Telephone	508-820-2137
Fax	508-820-2165
E-Mail	melissa.comeau@pol.state.ma.us

Actual Award Date **10/26/2022**

Board Approval Date

Start Date **10/26/2022**

Expiration Date **09/30/2024**

Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Reimbursement of overtime costs associated with local police participation in the Anti-Methamphetamine Program.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) **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:

Object Codes: **506000 - \$10,000**

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

4/9/22
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 Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Springfield Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL	
Legal Address: (W-9, W-4):		Business Mailing Address: 470 Worcester Road, Framingham, MA 01702	
Contract Manager:	Phone:	Billing Address (if different): same	
E-Mail:	Fax:	Contract Manager: Melissa Comeau	Phone: 508-820-2137
Contractor Vendor Code: VC (leave blank)		E-Mail: Melissa.comeau@pol.state.ma.us	Fax: 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD (leave blank). (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): POPOL700023SPRINGFLD	
		RFR/Procurement or Other ID Number: 15JCOPS-21GG-02407-SMET	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____ 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$10,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: ☐ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s), and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Reimbursement of overtime costs associated with local police participation in the anti-methamphetamine task force. Mass State Police received federal funding for this project from the federal COPS Award 15JCOPS-21GG-02407-SMET. Please also review Attachment A			
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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of ____ 20 ____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of ____ 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of September 30, 2024 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Cheryl C. Clapprood</u> Date: <u>10/19/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Cheryl Clapprood Print Title: Police Superintendent		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Michelle Small</u> Date: <u>10/24/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Michelle Small Print Title: Chief Administrative Officer	



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 7106)

Meeting: 11/14/22 07:00 PM
Department: City Council
Category: General
Prepared By: Krista Efantis
Initiator: Krista Efantis
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7106

Order Authorizing the Transfer of Real Property Known as East Side Main Street to Springfield Pharma

CITY OF SPRINGFIELD

In the City Council November 14, 2022

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as the East Side Main Street site (Parcel 08130-0409) in Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS, the City issued a Request for Proposals (#23-015) for the disposition and redevelopment of the Property, which has a City assessed value of seventy two thousand and seven hundred dollars (\$72,700); and

WHEREAS, in accordance with Massachusetts General Laws c. 30B section 16, the RFP Selection Committee identified Springfield Pharmacy, LLC as the entity submitting the most advantageous proposal; and

WHEREAS, on or about October 13, 2022, was recommended as preferred developer for the Property, and

WHEREAS, Springfield Pharmacy, LLC will be required to submit final plans for approval to the City of Springfield Office of Planning and Economic Development and subject to the approval of the Office of City Engineering and Department of Public Works, and

WHEREAS, the RFP Selection Committee believed the proposal from Springfield Pharmacy, LLC benefits the city by redeveloping the property as a pharmacy and affordable housing; 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 the East Side Main Street site (Parcel 08130-0409), in Springfield, Massachusetts to Springfield Pharmacy, LLC for the price of seventy two thousand and seven hundred dollars (\$72,700), and authorizes the Mayor to execute a 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 November, 2022 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 **SPRINGFIELD PHARMACY, LLC** a Limited Liability Corporation, with a last and usual address at 2547 Main Street, Springfield, MA 01107 (the “Developer”) (the City and the Developer 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, #23-015 (“RFP”), for the sale and redevelopment of a City-owned property known as the East Side Main Street site in Springfield, Massachusetts (the “Property”), consisting of Parcel 08130-0409; and

WHEREAS, on or about September 14, 2022, the Developer submitted a response to the RFP, and on or about October 13, 2022, the City awarded the Developer the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Developer shall develop the Property by constructing and operating a pharmacy and affordable housing, 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 Developer 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 Developer.
- g) “Design Proposal” shall mean a submittal by the Developer that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Developer 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 construction and operation of a community center and medical office facility, 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 Developer covenants and agrees to purchase and develop the Property.

Section 202: Condition of Land to be Conveyed

The City and the Developer covenant and agree that the Property shall be conveyed in an “as is” condition. The Developer agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Developer 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 Thirty Thousand Dollars (\$30,000.00) and other good and valuable consideration, which is the complete performance by the Developer 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 Developer shall take place on or before December 31, 2022, 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 Developer 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 Developer 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 Developer shall pay all taxes, charges or assessments (if any) allocable to the Property with respect to any period after delivery to the Developer 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 Developer 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 Developer 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. The City shall not be obligated to make conveyance of the Property unless and until the Developer has provided the City with a commitment letter from the lending institution financing the Improvements.
- c. Prior to or simultaneous with the closing, the Developer shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Developer 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 Developer, 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 Developer.

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 Developer 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 Developer shall mutually agree; provided, however, that the Developer 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 Developer. 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 Developer, 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 Developer hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Developer 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 Developer is a Limited Liability Corporation. Title to the Property shall be in the name of Springfield Pharmacy, LLC.

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

obligations of the Developer, (iii) not violate any provision of any agreement or judicial order to which the Developer is a party or to which the Developer is subject.

3. The Developer 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 Developer, 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 Developer shall be solely responsible for obtaining all permits and approvals necessary to commence with the Improvements.

5. The Developer 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 Developer 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 Developer for itself, and its successors and assigns, that the Developer, 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;

. 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 Developer 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 Developer agrees for itself, its successors and assigns, that during construction and thereafter, the Developer, 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, which shall be performed in accordance with the following restrictions:

1. The site shall be designed in a form similar to the historic footprint of the site and the accepted proposal, with a commercial parking lot behind the building and a residential parking lot across the street on the corner of Waverly Street and Main Street.
2. A definitive/scaled site plan for this parcel must be submitted to the Office of Planning and Economic Development (with the Developer's initial plan submission) indicating the following:
 - Location of driveways, parking areas, sidewalks, and storage of garbage/refuse;
 - Location of fencing to be installed (following the aforementioned zone change, the Zoning Ordinance requires solid fencing be installed along any residential abutter); and
 - Landscaping in accordance with Zoning Ordinance requirements
3. A full review by the Department of Public Works, as per the provisions of City Ordinance, Chapter 27, Article VIII, § 27-58 through 27-63, is required. This approval must be obtained prior to the issuance of a Building Permit from the City of Springfield.
4. The developer shall at its own expense review and apply for any necessary zoning change required to undertake the project as proposed.

All Improvements are to be built in accordance with the intent of the RFP, the Developer'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 Developer's proposal in response to the RFP are incorporated herein by reference.

b. The Developer 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 Developer to address comments and incorporate reasonable recommendations offered by the City:

1. The Design Proposal shall be submitted by the Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer proposes to make a change to the Final Drawings and Specifications which would affect 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer. Developer 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 Developer from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

b. The Developer shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than twenty-four (24) 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 twelve (12) months.

c. The Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer 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 Developer 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 Developer 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 Developer 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 Developer and the contractor or subcontractor. This provision shall survive the issuance of a Certificate of Completion.

ARTICLE IV**TRANSFER AND MORTGAGE OF DEVELOPER'S INTEREST**Section 401: Transfer of Interest in Property by Developer

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 Developer (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 Developer 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 Developer 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 Developer, by any other methods or means, without prior written approval of OPED. The Developer 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 Developer 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 Developer.

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 Developer, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Developer 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 Developer 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 Developer 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 Developer from the transferee or transferees in excess of an amount representing the actual cost to the Developer 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 Developer 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 Developer shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Developer shall fail or refuse to affect such cure, the City may institute such actions or proceedings against the transferee and/or the Developer 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 Developer 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 Developer 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 Developer 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 Developer, 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 Developer 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 Developer for any such purpose; the Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer set forth in this Agreement, to the extent the City prevails in such proceedings. The Developer 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 Developer's exercise of its rights hereunder with respect to the Properties prior to the conveyance of the Properties to the Developer, (ii) the Developer's conduct of its obligations hereunder, and/or (iii) the Developer'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 Developer; provided however, that if a Lender acquires title to the Property or control of the Developer after the Developer 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 Developer. 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 Developer, 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 Developer, 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 Developer becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Developer 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 Developer Fails to Do So

If the Developer, 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 Developer, procure or renew such insurance, and all amounts of money paid therefor by the City shall be payable by the Developer, 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 Developer, its successors and assigns. The City shall notify the Developer, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Developer'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 Developer 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 Developer 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 Developer, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Developer, 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 Developer, 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 Developer 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 Developer shall have no obligation to reconstruct, restore or repair. Developer agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Developer 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 Developer 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 Developer.

ARTICLE VII

RIGHTS AND REMEDIES IN EVENT OF BREACH BY DEVELOPER

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

If the Developer 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 Developer or with respect to the identity of the parties in control of the Developer 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 Developer has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Developer

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

1. The Developer 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 Developer 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 Developer;

then, the City shall in writing notify the Developer and the Lenders of which the City has notice, of such failure or violation. The Developer 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 Developer 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 Developer 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 Developer, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Properties to the Developer 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 Developer, 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 Developer 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 Developer for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Developer from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Developer 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 Developer 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 Developer. To facilitate the operation of this Section 703, the Developer shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Developer 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 Developer

a. If the Developer has received notice from the City of a default under this Agreement and such breach is not cured by the Developer 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 Developer, 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 Developer 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 Developer 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 Developer 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 Developer.

b. The Developer 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 Developer's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Developer to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Developer 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 Developer.

d. Upon the failure of the Developer to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Developer 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 Developer, 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 Developer is submitted by it to the City, and the Developer 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 Developer 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 Developer'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 Developer (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

Developer agrees throughout the term of this Agreement, and for its successors and or assigns, at Developer'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. Developer 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 Developer 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, Developer 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 Developer, 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 Developer 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 Developer or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Developer 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 Developer 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 Developer or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Developer covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Developer) 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 Developer, 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:

Developer: _____

With a copy to: Attorney _____

City: 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 Developer 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 Developer, 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 Developer, 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 Developer 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 Developer agrees for itself, its successors, and assigns, that during construction and thereafter the Developer, and its successors and assigns, shall include (if applicable) 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 Developer and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Developer 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 Developer and not to the assets of any member of the Developer in the event of any breach by the Developer of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Developer, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Developer 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 Developer, or occurrence of condition which, under this Lease, confers upon Developer the right to exercise remedies available to the City during an Event of Default of Developer 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 Developer may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Developer, 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 Developer 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 Developer shall cause the Property to comply with all Applicable Laws (as defined below).

a. By accepting and recording this Agreement and the Deed, Developer, 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 Developer'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 Developer, and its successors and assigns, at Developer'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 Developer 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 Developer'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 Developer in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Developer 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 Developer, at Developer's sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

Section 824: Job Creation

Upon completion of the Improvements and commencement of business operations of the community center and medical office facility at the Property, the Developer shall create a minimum of ten (10) full time employment positions at the Property.

IN WITNESS WHEREOF, on the ____ day of November, 2020, 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

Developer

By: Timothy Sheehan

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

By:

Title: _____ City Solicitor

Date:

Date:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of November, 2022 before me, the undersigned notary public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she has legal authority to bind the corporation he/she represents, and that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of November, 2022, 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:

Certain parcels of land known as East Side Main Street (Parcel 08130-0409), in Springfield, Massachusetts, being the same parcel recorded at the Hampden County Registry of Deeds at Book _____, Page _____

Exhibit B**REVERTER DEED**

KNOW ALL PERSONS BY THESE PRESENTS that **SPRINGFIELD PHARMACY, LLC**, with a last address and usual place of service at 2547 Main Street, 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 East Side Main Street (Parcel 08130-0409) ("the Property"), in Springfield, Massachusetts, being the same parcels recorded at the Hampden County Registry of Deeds at Book _____, 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 Springfield Pharmacy, LLC, dated November ____, 2022.

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 ____ day of November, 2022.

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____ day of November, 2022 before me, the undersigned notary public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached

document, and acknowledged to me that he/she has legal authority to bind the corporation he/she represents, and that he/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 **THIRTY THOUSAND DOLLARS (\$30,000.00)**, hereby grants to **SPRINGFIELD PHARMACY, LLC** (“Grantee”) with a last address and usual place of service at 2547 Main Street, Springfield, Massachusetts, 01107 with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as East Side Main Street (Parcel #08130-0409) (“the Property”), in Springfield, Massachusetts, being the same parcels recorded at the Hampden County Registry of Deeds at Book _____, Page _____.

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 parcel (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating and redeveloping the existing Property as a community center and medical office facility, as determined by the City of Springfield Office of Planning and Economic Development, within twenty-four (24) 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 November __, 2022 and attached hereto as Exhibit B.

(2)

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 November, 2022, 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 __ of November, 2022, 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 November, 2022, 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)



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 7105)

Meeting: 11/14/22 07:00 PM
Department: City Council
Category: General
Prepared By: Krista Efantis
Initiator: Krista Efantis
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7105

Order Authorizing and Approving the Execution of a Quitclaim Deed for the Disposition of Certain Real Properties Located at 195 State Street and East Side Maple Street in Springfield to Merrick Park Apartments Limited Partnership

CITY OF SPRINGFIELD

In the City Council November 14, 2022

WHEREAS, the City of Springfield (“the City”) is the owner of certain real properties (“the Properties”) located on 195 State Street and East Side Maple Street in Springfield, Parcels #11110-0623 and 08218-0204 respectively; and

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #21-105, (“RFP”), for the sale and redevelopment of the Properties, more particularly described on Exhibit A annexed hereto (the “Property”); and

WHEREAS, on or about July 28, 2021, Redeveloper submitted a response to the RFP, and on or about October 6, 2021, the City awarded Merrick Park Apartments Limited Partnership (or nominee) as the Preferred Developer Designation for the RFP (“Redeveloper”); and

WHEREAS, pursuant to its response to the RFP, Redeveloper proposed developing the Property as a multifamily affordable rental housing project (the “Project”) and has agreed to develop the Project subject to approval by the City of Springfield Office of Planning and Economic Development and in accordance with the terms and conditions of a Land Disposition Agreement; and

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves the transfer of the Properties from the City to Merrick Park Apartments Limited Partnership (or nominee) for the total sum of eleven thousand dollars (\$11,000.00), and herein authorizes the Mayor to execute a deed and land disposition agreement in substantially the same form as the attached documents.

{DRAFT}

LAND DISPOSITION AGREEMENT

This Land Disposition Agreement ("Agreement") made and entered into as of the __ day of ____, 2022 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 MERRICK PARK APARTMENTS LIMITED PARTNERSHIP, a Massachusetts limited partnership, or its nominee, with a last and usual address at 2001 Washington Street, Hanover, MA 02339 (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, #21-105, ("RFP"), for the sale and redevelopment of a City-owned property known as the former Springfield Fire & Marine Insurance Company building located in the Metro Center of Springfield, Massachusetts consisting of the following parcels: 11110-0623 and 08218-0204, and more particularly described on Exhibit A annexed hereto (the "Property"); and

WHEREAS, on or about July 28, 2021, Redeveloper submitted a response to the RFP, and on or about October 6, 2021, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, Redeveloper proposed developing the Property as a multifamily affordable rental housing project containing approximately 41 units of housing (the "Project") and has agreed to develop the Project subject to approval by the City of Springfield Office of Planning and Economic Development and 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", subject to its right to obtain a survey, perform a title examination and obtain an environmental study during the period of time after the execution of this Agreement and before the Closing. The Redeveloper is willing to accept all environmental liability for any and all conditions at the Property upon taking title at the Closing; in the interests of clarification, and to remove all questions of interpretation, the Parties expressly

acknowledge that the Redeveloper shall have the right to terminate this Agreement without recourse or penalty in the event that its due diligence with regard to the survey, title or environmental matters reveals conditions at the Property that the Redeveloper determines will materially impact the viability of the Project; the obligation of the Redeveloper to close on the purchase of the Property is also subject to Redeveloper obtaining all permits and approvals as set forth in Section 208 herein; 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) “Construction Start Date” shall mean the date which is not more than three (3) years from the date the Deed to the Redeveloper is recorded.
- g) “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.

- h) “Design Proposal” shall mean the Project narrative, site plan and floor plan as well as other accompanying drawings and /or sketches which were submitted by the Redeveloper with its response to the RFP and approved by the City.
- i) “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 be undertaken in two (2) steps. The first step shall be the review of the Preliminary Drawings and Specifications, which shall be submitted with the Redeveloper's application to the City Council for a special permit. The second step shall be the review of the Final Drawings and Specifications, following receipt of the special permit and prior to the preparation of the construction drawings. Each phase of Development Review will be completed by the issuance of an approval letter from the OPED.
- j) Intentionally Omitted.
- k) “Event of Default” shall have the meaning set forth in Section 702(a).
- l) “Final Drawings and Specifications” shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for façade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications.
- m) “Improvements” shall mean the construction and operation of the Project.
- n) “Lenders” shall have the meaning set forth in Section 402(b).
- o) “OPED” shall mean the City of Springfield Office of Planning and Economic Development
- p) “Project” shall have the meaning as defined in the Recitals.
- 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

Subject to the rights conferred in Section 208 hereof, 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.

Section 203: Purchase Price; Payment

The purchase price ("Purchase Price") for the Property shall be Eleven Thousand and 00/100 Dollars (\$11,000.00) 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 January 31, 2023, or such other date as may be agreed upon by the parties, and shall occur at the OPED office at 70 Tapley Street, Springfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the "Closing." Redeveloper may assign this Agreement prior to the Closing to an affiliated entity to take title of the Property of which Redeveloper shall be a member or a partner and shall notify the City of such assignment at least thirty (30) days prior to the Closing, which notice shall be accompanied by a copy of the Assignment and Assumption agreement signed by the Redeveloper and the affiliate.

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.

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: Taxes and 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: Contingencies

The sale and conveyance of the Property shall be subject to Redeveloper's ability to obtain zoning approval, permits, "Preliminary Plan Approval" (as such term is defined in Section 302 below) (collectively, the "Approvals"), on or before September 30, 2022 (the "Contingency Date"), provided however, if Redeveloper has been unable to obtain the Approvals by such date despite its diligent efforts to do so, the Redeveloper shall be allowed to request additional time, up to sixty (60) days (the "Extended Contingency Date") to obtain the same, upon the City's written approval, which is not to be unreasonably delayed, withheld or conditioned. The Redeveloper shall have the right to perform any and all survey work and environmental due diligence that it deems necessary at the Property. The Redeveloper agrees to apply for Approvals and to undertake its due diligence forthwith and to make every effort to obtain said Approvals on or before the date hereinbefore set forth. Redeveloper shall notify the City in writing when it has obtained its Approvals. In the event that the Redeveloper is unable to obtain such Approvals, or in the event that the survey, title or environmental due diligence reveals conditions at the Property that the Redeveloper determines will materially impact the viability of the Project, the Redeveloper shall be entitled to terminate this Agreement without recourse or penalty by delivering written notice thereof to the City on or before the Contingency Date or the Extended Contingency Date, as applicable.

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 terminate this Agreement in which case all obligations of the Parties shall cease, or 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 Development Review of 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 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 partnership. Title to the Property shall be in the name of Redeveloper or its nominee.

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.

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.

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, which includes the Design Proposal, 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 Redeveloper shall submit the Preliminary Drawings and Specifications to OPED for Development Review, by the date which is not more than ninety (90) days after the date of this Agreement; and the City shall provide its approval of the Preliminary Drawings and Specifications not more than thirty (30) days after the submission of same. **The City acknowledges this condition has been satisfied.**

2. The Redeveloper shall submit the Final Drawings and Specifications to OPED for Development Review, within ninety (90) days following its receipt of a non-appealable special permit from the City Council. Redeveloper shall file its application for a special permit within thirty (30) days following its receipt of OPED

approval of the Preliminary Drawings and Specifications. The City shall provide its approval of the Final Drawings and Specifications not more than thirty (30) days after the submission of same. **The City acknowledges this condition has been satisfied.**

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.

d. 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 affect 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 unless such changes or modifications are required by the National Park Service as part of the historic approvals for the rehabilitation of the Improvements; (2) the architectural designs or dimensions of, or any materials with materials that differ in quality or are materially dissimilar in appearance or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, unless such changes or modifications are required by the National Park Service as part of the historic approvals for the rehabilitation of the Improvements; (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. In the event that the Redeveloper elects to alter the Final Drawings and Specifications in any material respect, 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. Notwithstanding the foregoing, if any changes or modifications are required to comply with

any approvals from the National Park Service or are required for the Redeveloper to obtain Federal and State Historic Tax Credits, the Redeveloper will be required to notify OPED of such changes but OPED's approval or consent to such changes shall not be required.

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 302B: Requirements Upon Conveyance of Property

The Redeveloper shall upon transfer of property undertake the maintenance needs of property including but not limited to:

- a. Covering of all broken windows with plywood painted black within 45 days of transfer.
- b. If exterior plywood is necessary on a temporary basis viewable from public ways, it should be painted solid black at all times.
- c. Immediate litter and debris removal from entire property, with no less than weekly litter cleanups of entire property
- d. Graffiti shall be removed from property within 36 hours of notice
- e. Regular landscaping and immediate snow removal required at all times per City of Springfield code requirements
- f. All exterior stairwells shall be properly secured from allowing public access at all times
- g. Redeveloper will remain current on all taxes, fines, and fees
- h. Redeveloper must maintain and operate basement water removal system at all times from conveyance until commencement of construction

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 by the Construction Start Date. 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. If the Redeveloper is unable to both close on its construction financing and syndication by the Construction Start Date, the Construction Start

Date shall automatically be extended by six (6) months.

b. The Redeveloper shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than thirty-six (36) months from the Construction Start Date 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 a Certificate of Occupancy ("Certificate of Occupancy") has been issued therefor. The completion of the Improvements shall be certified by the City by the issuance of a written recordable 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 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.

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.

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 admission of limited partners into the Redeveloper for the syndication of low income housing tax credits (ii) 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 (iii) the limited partnership interest of Redeveloper shall be allowed to be transferred to an investor limited partner in connection with the syndication of Federal Low Income and/or Historic Tax Credits, or (iv) 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 issuance of a Certificate of Occupancy make or suffer to be made, any sale, 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 subsections 1-4 below:

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

3. Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property or interest therein transferred, including the cost of any

Improvements made thereon (including reasonable overhead and developer's fee) and carrying charges, shall be paid over to the City.

4. The City Solicitor shall review, and the 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, except as set forth in Subsection a above or without the required consent of the City, such transferee shall cause a breach of the obligations set forth in this Agreement and 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 affect 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 of issuance of a Certificate of Occupancy, the Redeveloper may assign or otherwise transfer any portion of or interest in the Property (including the deemed transfers under Section 903), or any interest in the Redeveloper may be assigned or transferred.

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, the Redeveloper 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 or partners of the Redeveloper, shall have at all times the right to encumber their individual membership or partnership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the acquisition, development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; the Redeveloper shall give prior written notice to the City of its 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 Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall be deemed a "Lender" hereunder and shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

c. The City confirms that from and after the issuance of each Certificate of Occupancy, 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, 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, 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. Re-convey 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 Subsection (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.

Section 406: Plan Modification by Lender

If deemed necessary by Lender to facilitate the foreclosure upon notice to the City, Lender or a purchaser from Lender may modify the plans to provide for a different use provided that Lender or such owner obtains all necessary permits and approvals for such use, and obtains written approval from the City.

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.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

a. Until a Certificate of Completion has been issued for a Phase, the Redeveloper, its successors and assigns, shall keep the Property subject to this Agreement,

insured under a builder's risk policy to the same extent and amount which is normally required by institutional mortgagees for similar property in the City subject to the requirements of Lender. Such insurance shall be in an amount sufficient to comply with the co insurance clause applicable to the location and character of the Property. 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 Lender, and 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 Property is subject to this Agreement.

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, subject to the rights of the Lenders, 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 often 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 in any material respect prior to the issuance of a Certificate of Completion, the Redeveloper, subject to rights of Lenders and any Investors 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 and Investors, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements, still subject to this Agreement, 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.

c. The Redeveloper, with the written approval of the City and any Lender, 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 Lender.

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, which have been destroyed or damaged prior to the release of this Agreement, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged Improvements 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 Preliminary Plans 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 or partnership 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 to be furnished to Redeveloper with the Deed at Closing, 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 Occupancy 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 that is not permitted in this Agreement;

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 or Investor 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 and after any Event of Default, subject to the right of Lenders, the City

personally, or by its agents and attorneys, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Redeveloper, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Property, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the City at the expense of the Redeveloper, may complete the construction of the Project and in the course of such completion may make such changes in the contemplated improvements as it may deem desirable and may insure the same; and change the expense of such construction and amounts necessary to pay for taxes, assessments, insurance prior to other proper charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of the City and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed.

c. The City, with or without entry, personally or by its agents or attorneys, insofar as applicable, may at all times subject to the rights of Lenders:

1. sell the Property to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sale as an entirety or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; and/or

2. institute proceedings for the complete or partial foreclosure of the City Mortgage; and/or

3. apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income thereof; and/or

4. take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in this Agreement or in the City Mortgage, or in aid of the execution of any powers therein granted, or for any foreclosure under the City Mortgage, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the City shall elect.

d. Upon the completion of any sale or sales made by the City, the City, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold.

Section 703: Notices of Breaches to Lenders and Investor

If the City gives written notice to the Redeveloper of a default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders and Investor, 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 and Investor 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 or Investor 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 or Investor 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 or Investor receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender or Investor 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 or Investor elects to complete the Improvements as herein provided, or to cure any other breach, such Lender or Investor shall be afforded an additional period of time, as specified below, to complete construction of the Improvements, and to enable the Lender or Investor 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 or Investor 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 or Investor 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 Investors; 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 Officials and Officers Barred From Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the 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 bona fide 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: Gordon Pulsifer, President
Merrick Park Apartments Limited Partnership
2001 Washington Street
Hanover, MA 02339

With a copy to: Deirdre M. Robinson, Esq.
Robinson & Cole LLP
One Boston Place - 25th Floor
Boston, MA 02108

City: Timothy Sheehan
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, Massachusetts 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 TEN (10) 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 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 (if applicable) 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

Until a Certificate of Completion is issued, 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 any conveyance pursuant to Section 401 of this Agreement, such liability to cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Property 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 or partner 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 uncured 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).

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.

d. For the purpose of this Agreement and the Deed, the term “Applicable Law” means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Redeveloper's Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 819: Business Days

For the purposes of this Agreement, a "business day" shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsperson 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 first date above written, 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

MERRICK PARK APARTMENTS
LIMITED PARTNERSHIP
By: Merrick Park LLC_____
By: Timothy Sheehan
Title: Chief Development Officer
Date:_____
By: Gordon Pulsifer
Title: Manager
Date:

Approved:

By:
Title: Chief Administrative and Financial Officer
Date:

Approved to Appropriation:

Approved as to Procurement:

By:
Title: City Comptroller
Date:
APPROVED:_____
By:
Title:
Date:
Approved as to form:_____
By: Domenic J. Sarno
Title: Mayor
Date:_____
By:
Title: _____ City Solicitor
Date:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____, 202__ before me, the undersigned notary public, personally appeared Gordon Pulsifer, Manager of Merrick Park LLC, the general partner of Merrick Park Apartments Limited Partnership 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 has legal authority to bind the corporation he represents, and that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of ____, 202__ before me, the undersigned notary public, personally appeared Mayor Domenic Sarno, 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 has legal authority to bind the corporation he/she represents, and that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A

Legal Description:

Two parcels of land known in Springfield, Massachusetts, as follows:

PARCEL I

A certain parcel of land, with the building thereon, known as 195 State Street (Parcel ID #11110-0623), bounded and described as follows:

Bounded southwesterly one hundred and ninety-nine and 41/100 (199.41) feet by maple street as widened by the City of Springfield in June 1902; northwesterly one hundred fifty-five and 95/100 (155.95) feet by state street; northeasterly one hundred and sixty-one and 68/100 (161.68) feet by a passageway fifteen (15) feet in width; and southeasterly about ninety-nine and 14/100 (99.14) feet by land now or formerly of one Van Allen.

Said premises are more particularly bounded and described in accordance with a plan made by Durkee, White & Towne, Engineers, and recorded in Hampden County Registry of Deeds, in Book R plans, page 30, as follows:

Beginning at copper bolt marking the point of intersection of the north easterly line of Maple street as widened by the City of Springfield in June 1902 (see Plan on file in said Registry, file No.69) with the southeasterly line of state street, and running thence N. 48° 2' 50'' E. on State Street seventy-six and 89/100 (76.89) feet to the point of intersection of the southeasterly line of State Street with the southwesterly line of a passageway fifteen (15) feet in width, thence S. 38° 23'40''E. on said passageway one hundred sixty- one and 68/100 (161.68) feet to a stone bound at the northerly corner of land now or formerly of one Van Allen; thence S. 31° 52'35''W. on said Van Allen land ninety-nine and 41/100 (199.41) feet to the point of beginning.

PARCEL II

A certain parcel of land, known as East Side Maple Street (Parcel ID #08218-0204), bounded and described as follows:

Bounded southeasterly one hundred forty-five and 51/100 (145.51) feet by State Street; southwesterly one hundred forty-eight and 86/100 (146.86) feet by Elliot Street; northwesterly about one hundred forty-six and 16/100 (146.16) feet and land conveyed to James T. Fennessey, et al, by deed dated February 12, 1925, and recorded in the Hampden County Registry of Deeds, Book 1257, Page 320; and northeasterly about one hundred seventy-five and 56/100 (175.56) feet by land conveyed to the society for the Preservation of New England Antiquities, Inc., by deeds recorded in said Registry, book 1684, Pages 576, 577, 578, and 579; said premises being shown on a Plan dated August 1939, drawn by Merrill & Sears, Civil Engineers, and recorded in said Registry, Book 18 of Plans, Page 82.

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **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 **ELEVEN**

THOUSAND AND 00/100 DOLLARS (\$11,000.00), grants to **MERRICK PARK APARTMENTS LIMITED PARTNERSHIP**, a Massachusetts limited partnership, with a last and usual address at 2001 Washington Street, Hanover, MA 02339, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

PARCEL I

A certain parcel of land, with the building thereon, known as 195 State Street (Parcel ID #11110-0623), bounded and described as follows:

Bounded southwesterly one hundred and ninety-nine and 41/100 (199.41) feet by maple street as widened by the City of Springfield in June 1902; northwesterly one hundred fifty-five and 95/100 (155.95) feet by state street; northeasterly one hundred and sixty-one and 68/100 (161.68) feet by a passageway fifteen (15) feet in width; and southeasterly about ninety-nine and 14/100 (99.14) feet by land now or formerly of one Van Allen.

Said premises are more particularly bounded and described in accordance with a plan made by Durkee, White & Towne, Engineers, and recorded in Hampden County Registry of Deeds, in Book R plans, page 30, as follows:

Beginning at copper bolt marking the point of intersection of the north easterly line of Maple street as widened by the City of Springfield in June 1902 (see Plan on file in said Registry, file No.69) with the southeasterly line of state street, and running thence N. 48° 2' 50'' E. on State Street seventy-six and 89/100 (76.89) feet to the point of intersection of the southeasterly line of State Street with the southwesterly line of a passageway fifteen (15) feet in width, thence S. 38° 23'40''E. on said passageway one hundred sixty- one and 68/100 (161.68) feet to a stone bound at the northerly corner of land now or formerly of one Van Allen; thence S. 31° 52'35''W. on said Van Allen land ninety-nine and 41/100 (199.41) feet to the point of beginning.

PARCEL II

A certain parcel of land, known as East Side Maple Street (Parcel ID #08218-0204), bounded and described as follows:

Bounded southeasterly one hundred forty-five and 51/100 (145.51) feet by State Street; southwesterly one hundred forty-eight and 86/100 (146.86) feet by Elliot Street; northwesterly about one hundred forty-six and 16/100 (146.16) feet and land conveyed to James T. Fennessey, et al, by deed dated February 12, 1925, and recorded in the Hampden county Registry of Deeds, Book 1257, Page 320; and northeasterly about and hundred seventy-five and 56/100 175.56) feet by land conveyed to the society for the Preservation of New England Antiquities, Inc., by deeds recorded in said Registry, book 1684, Pages 576, 577, 578, and 579; said premises being shown on a Plan dated August 1939, drawn by Merrill & Sears, Civil Engineers, and recorded in said Registry, Book 18 of Plans, Page 82.

Parcel I and Parcel II being the same premises conveyed to the Grantor herein by the Insurance

Company of North America by deed dated July 20, 1965 and recorded in the Hampden County Registry of Deeds, Book 3127, Pages 550.

The parcels are sold pursuant to Chapter 30B of the Massachusetts General Laws “as is” 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 said 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 said 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) The parcels cannot be used as a church, as a homeless shelter, for non-accessory signs and for any uses not allowed within a Business C Zoning District; (2) The parcels are sold subject to all environmental conditions which the Grantee agrees to assume; (3) The parcels are sold subject to all current zoning, building and historic district restrictions and controls; (4) All development plans shall be approved by the Grantor’s Office of Planning and Economic Development; (5) No income restrictions for housing; and (6) If the parcels are not developed within eighteen months from the date of recording of this Quitclaim Deed, the parcels shall revert back to city ownership at no cost and for no consideration. “Development”, for the purposed of the above said reverter clause, shall be defined as the complete rehabilitation and remodeling of the building located at 195 State Street, Springfield MA evidenced by the issuance of a certificate of occupancy by the City of Springfield Building Department.

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 _____, _____ executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on _____, _____ and attached hereto as Exhibit “A”.

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____ day of _____, _____ 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:

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that **MERRICK PARK APARTMENTS LIMITED PARTNERSHIP**, a Massachusetts limited partnership, with a last and usual address at 2001 Washington Street, Hanover, MA 02339, 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, with the building thereon, known as 195 State Street (Parcel ID #11110-0623), bounded and described as follows:

Bounded southwesterly one hundred and ninety-nine and 41/100 (199.41) feet by Maple Street as widened by the City of Springfield in June 1902; northwesterly one hundred fifty-five and 95/100 (155.95) feet by State Street; northeasterly one hundred and sixty-one and 68/100 (161.68) feet by a passageway fifteen (15) feet in width; and southeasterly about ninety-nine and 14/100 (99.14) feet by land now or formerly of one Van Allen.

Said premises are more particularly bounded and described in accordance with a Plan made by Durkee, White & Towne, Engineers, and recorded in Hampden County Registry of Deeds, in Book R of Plans, Page 30, as follows:

Beginning at a copper bolt marking the point of intersection of the northeasterly line of Maple street as widened by the City of Springfield in June 1902 (see Plan on file in said Registry, File No. 69) with the southeasterly line of State Street, and running thence N. 48° 2' 50'' E. on State Street seventy-nine and 06/100 (79.06) feet to a drill hole; thence N. 50° 58' 05'' E. on said State Street seventy-six and 89/100 (76.89) feet to the point of intersection of the southeasterly line of State Street with the southwesterly line of a passageway fifteen (15) feet in width, thence S. 38° 23' 40'' E. on said passageway one hundred sixty- one and 68/100 (161.68) feet to a stone bound at the northerly corner of land now or formerly of one Van Allen; thence S. 31° 52' 35'' W. on said Van Allen land ninety-nine and 14/100 (99.14) feet to Maple Street; thence N. 56° 39' 40'' W. on Maple Street as widened in 1902 as aforesaid one hundred ninety-nine and 41/100 (199.41) feet to the point of beginning.

PARCEL II

A certain parcel of land, known as East Side Maple Street (Parcel ID #08218-0204), bounded and described as follows:

Bounded southeasterly one hundred forty-five and 51/100 (145.51) feet by State Street; southwesterly one hundred forty-eight and 86/100 (146.86) feet by Elliot Street; northwesterly about one hundred forty-six and 16/100 (146.16) feet by land conveyed to James T. Fennessey,

et al, by deed dated February 12, 1925, and recorded in the Hampden County Registry of Deeds, Book 1257, Page 320; and northeasterly about one hundred seventy-five and 56/100 175.56) feet by land conveyed to the Society for the Preservation of New England Antiquities, Inc., by deeds recorded in said Registry, book 1684, Pages 576, 577, 578, and 579; said premises being shown on a Plan dated August 1939, drawn by Merrill & Sears, Civil Engineers, and recorded in said Registry, Book 18 of Plans, Page 82.

Parcel I and Parcel II shall be collectively known herein as "the Property". Parcel I and Parcel II being the same premises conveyed to MERRICK PARK APARTMENTS LIMITED PARTNERSHIP by deed of the City of Springfield dated November __, 2022 and recorded with the Hampden County Registry of Deeds at Book _____ and Page _____.

This Reverter Deed may be recorded if any of the terms and conditions of the Land Disposition Agreement between the CITY OF SPRINGFIELD and MERRICK PARK APARTMENTS LIMITED PARTNERSHIP, dated November __, 2022, are violated, and MERRICK PARK APARTMENTS LIMITED PARTNERSHIP fails to cure said default within the time period prescribed in the afore mentioned Land Disposition Agreement.

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 ____ day of _____, 2022.

Witness

MERRICK PARK APARTMENTS
LIMITED PARTNERSHIP

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of _____, 2022, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 7107)

Meeting: 11/14/22 07:00 PM
Department: City Council
Category: General
Prepared By: Krista Efantis
Initiator: Krista Efantis
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7107

Appropriation Order for Taking Damages for 65 Sumner Avenue in the Amount of \$1,125,000.00

In the City of Springfield
November 14, 2022

WHEREAS, the School Department has requested that the Springfield City Council approve an Order of Taking authorizing an eminent domain taking of a certain parcel of real property in Springfield, Massachusetts known as 65 Sumner Avenue as more particularly described in the Order of Taking which has been filed with the City Council; and

WHEREAS, such takings are necessary to obtain fee simple rights to the subject property which is necessary for traffic and parking improvements for the Sumner Avenue Elementary School and for the redevelopment of the structure on site for a Virtual School ("Project") to be undertaken by the City of Springfield School Department, and for ongoing maintenance of the property; and

WHEREAS, the City obtained appraisals of the value of the property rights and easements and requests the City Council to appropriate the funds necessary to compensate the property owners for the eminent domain takings of the property rights; and

WHEREAS, the City will use the funds herein appropriated for the purpose of paying the award of damages to the property owner in the amount of \$1,125,000.00, to be paid from the Capital Reserve Account; and

WHEREAS, 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, 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 appropriation of funds described herein for purposes of compensating the property owner for the proposed eminent domain taking of as described in the Order of Taking, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, Mass. Gen. Laws Chapter 79, Mass. Gen. Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, the City Council hereby appropriates the sum of One Million One Hundred Twenty Five Thousand and 00/100 Dollars (\$1,125,000.00) for the payment of damages for the anticipated taking of 65 Sumner Avenue in Springfield, MA, as described in the Order of Taking, to obtain the fee simple rights needed for the Project, to be paid from the following account:

From: Capital Reserve Fund
Account # 3417-388000 - \$1,125,000.00

To: Capital Project - Land Acquisition
34170133-580100-65SUM - \$1,125,000.00



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 7108)

Meeting: 11/14/22 07:00 PM
Department: City Council
Category: General
Prepared By: Krista Efantis
Initiator: Krista Efantis
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7108

Order of Taking-65 Sumner Avenue

CITY OF SPRINGFIELD

In the City Council

November 14, 2022

ORDER OF TAKING OF LAND

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Capital Asset Construction, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, a parcel of land located on Sumner Avenue, in Springfield, in fee simple, for municipal public purposes including 1.) supplying critical parking for Sumner Avenue Elementary School staff (due to inadequate capacity within the existing parking lot servicing the School), 2.) reducing traffic congestion at the western most end of Sumner Avenue during school arrival and dismissal times by allowing both parent and bus pickup/drop to occur on the property as opposed to the street, 3.) relocating the dumpster from the School site to improve quality of life for surrounding residents, and 4.) utilization of the structure on site as a potential location for the anticipated new "Springfield Virtual School", accommodating the staff, workspace, storage, parking and other needs for the school. Collectively, the purposes set forth above shall be known herein as the "Project".

An appropriation of money has been duly made for this purpose by an Order approved by the City Council on this date.

Such parcel is taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, conditions, and all estates and rights of reverter, together with all trees upon said land and improvements affixed to said land, excepting easements, rights, and interests specifically reserved herein.

TAKING IN FEE SIMPLE

It is ORDERED, that the parcel of land described below is taken in fee simple, pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws, for municipal public purposes, including off street parking in connection with the Project, including any improvements, trees and shrubs located thereon;

65 Sumner Avenue: A parcel of land located at 65 Sumner Avenue, Springfield, Massachusetts, City Parcel #01128-0485, supposed to be owned by Springfield Realty Ventures, LLC, containing an area of 52,447 square feet. That certain parcel of land described as shown on a certain plan entitled "Plan of Land Sumner Avenue and Beechwood Avenue Springfield, Massachusetts for Friendly Ice Cream Corporation 1855 Boston Road, Wilbraham,

Massachusetts” dated February 1979 drawn by Smith Associates, Engineers & Surveyors of said Springfield, which plan is recorded herewith in the Hampden County Registry of Deeds and said land being further bounded and described as follows:

Beginning at a point marked by an iron pin at the Southwesterly corner of Sumner Avenue and Beechwood Avenue, thence running along the Westerly line of Beechwood Avenue South 13°40’10” East, a distance of 70.01 feet to an iron pin; thence continuing along said Westerly line South 09°57’10” East, a distance of 130.49 feet to a stone bound; thence turning and running South 75°48’13” West along other land now or previously owned by SIC PROPERTY, LLC, a distance of 124.50 feet to an iron pin; thence turning and running South 14°03’48” East along the Westerly boundary of said other land of now or previously owned by SIC PROPERTY, LLC, a distance of 54.28 feet to an iron pin; thence running South 13°47’22” East along the Westerly boundary of other land now of formerly of Robert W. and Patricia C. Drance and land now or formerly of Joseph Chabot et al, a distance of 101.18 feet to an iron pin; thence turning and running South 81°50’42” West along the Northerly boundary of land now or formerly of Gloria Moriarty, a distance of 75.56 feet to an iron pin; thence turning and running North 13°52’56” West along the Easterly line of land now or formerly of the City of Springfield, a distance 346.36 feet to an iron pin on the Southerly line of Sumner Avenue; thence turning and running along the Southerly line of Sumner Avenue North 75°27’00” East, a distance of 208.89 feet to the iron pin at the point and place of beginning. Containing 1.204 acres.

Being the same property sold to Springfield Realty Ventures, LLC by SIC Property, LLC, via quitclaim deed, recorded at the Hampden County Registry of Deeds at Book 23452 Page 75 on September 30, 2020.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owners of the parcels, and to other persons as are required by law, by reason of the takings in fee, including any improvements, trees or shrubs:

<u>Parcel/Address</u>	<u>Owner of Record/Mortgagee</u>	<u>Damage Award</u>
65 Sumner Avenue	Springfield Realty Ventures, LLC (Owner)	\$1,125,000.00
	Northern Bank and Trust Company (Mortgagee)	
		TOTAL: \$1,125,000.00

Although said parcel is stated above as belonging to the named owner, the ownership of said parcels is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

Such takings in fee simple are subject to outstanding mortgages and liens of record as are required by law, and are made subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

It is further ORDERED: that the City Treasurer be and is hereby authorized to pay said sums to the owners of the land specified above, or to their heirs, successors, or assigns when the same shall become payable as above provided;

that no damages be awarded, other than those above mentioned, inasmuch as no other damages will be sustained by any person, firm, or corporation in their land;

that no assessments be levied;

that the City Clerk, in the name and on behalf of the City, is hereby directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

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

Approved by the City Council on November 14, 2022:

City Clerk

Approved pursuant to Mass. Gen. Laws ch. 43, sec. 30:

Domenic J. Sarno, Mayor
Date signed: November 15, 2022



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 7102)

Meeting: 11/14/22 07:00 PM
Department: City Council
Category: General
Prepared By: Krista Efantis
Initiator: Krista Efantis
Sponsors:
DOC ID: 7102

Order Approving CPC Recommendation to Fund

169 Maple Street (Parsons Apartments)

Whereas, residents of the City of Springfield voted to accept the Community Preservation Act in November of 2016 in accordance with Chapter 267 of the Acts of 2000; and

Whereas, a Community Preservation Fund has been created using 1.5% of the City's property tax levy, excluding: (1) property owned and occupied as a domicile by a person who would qualify for low income housing or low or moderate income senior housing in the city or town; (2) \$100,000 of the value of each taxable parcel of residential real property; and (3) \$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in section 2A of said chapter 59; and

Whereas, a Community Preservation Committee was created by Ordinance of the City Council found in Chapter 16, Article XX; ("Ordinance") and

Whereas, each fiscal year the Community Preservation Committee shall make recommendations to the City Council in accordance with the provisions of the Ordinance and General Laws of Massachusetts in the form of a budget for appropriations and/or reserves from the Community Preservation Fund; and

Whereas, based on the Community Preservation Committee's recommendation the City Council shall make such appropriations or reserves from the Community Preservation Fund that spend or set aside not less than 10% of the annual revenues in the Community Preservation Fund for open space, not less than 10% of the annual revenues for historic resources, not less than 10% of the annual revenues for community housing, and any remaining amount into budgeted reserves; and

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2023, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Historic Rehabilitation of 169 Maple Street

Recommended Amount: \$250,000.00

Account information attached.



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7103

11

Bond Authorization - Various Municipal Purposes - \$30,000,000 (Mayor Sarno)

A BOND ORDER FOR VARIOUS MUNICIPAL PURPOSES

WHEREAS, the City of Springfield (“the City”) is requesting approval of an appropriation in the amount of \$30,000,000.00 for various municipal purposes including capital improvements to parks and outdoor recreational facilities, remodeling and constructing or reconstructing buildings, and road and sidewalk improvements; and

WHEREAS, the City seeks approval to borrow said amount in order to meet the appropriation;

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

NOW THEREFORE BE IT ORDERED: That the City hereby appropriates the sum of \$30,000,000.00 to pay costs of capital improvements to parks and outdoor recreational facilities, remodeling and constructing or reconstructing buildings, and road and sidewalk improvements, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out these projects; and the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the “Commonwealth”) to qualify under G.L. c. 44A any and all bonds of the City authorized by this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith; and

BE IT FURTHER ORDERED THAT: The Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the “Commonwealth”) to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

FINANCIAL IMPACT:

Bond Authorization - Various Municipal Purposes - \$30,000,000

City of Springfield
Office of Management & Budget
 36 Court Street – Room 412
 Springfield, MA 01103



To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: November 14, 2022
Re: Bond Authorization for Municipal Projects
Cc: Mayor Dominic J. Sarno

Purpose: The purpose of this memo is to provide the City Council with information regarding the City's request to authorize a \$30M for various municipal projects outlined below.

Background: The City has determined some high priority projects and will be issuing bonds to cover the costs for both construction costs and grant matches on these projects. Below is an estimation of project totals.

Project	Est. Cost
Duggan Park	14,600,000
Walker Grandstand – Funding match	1,000,000
Greenleaf Park PARC Grant Match	1,000,000
Municipal roofs	7,400,000
Roads/sidewalks	6,000,000
Total	\$30,000,000

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

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7104

12

Bond Authorization - MSBA ARP Projects - \$7,477,313 (Mayor Sarno)

BOND ORDER TO PAY FOR THE COSTS OF A BOILER PROJECT AT CENTRAL HIGH SCHOOL AND WINDOW REPLACEMENT PROJECTS AT GLICKMAN AND BALLIET ELEMENTARY SCHOOLS

WHEREAS, the City of Springfield ("City") has applied for funding from the Massachusetts School Building Authority ("MSBA") Accelerated Repair Program for the purpose of paying the costs of a boiler replacement project at Central High School (\$1,992,776.00), and window replacement projects at Glickman Elementary School (\$3,536,642.00) and Balliet Elementary School (\$1,947,895.00), which proposed repair projects would materially extend the useful life of the schools and preserve assets that otherwise are capable of supporting the required educational programs, and for which the City has applied for school construction grants from the Massachusetts School Building Authority ("MSBA"); and

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

BE IT ORDERED THAT the City of Springfield hereby appropriates the amount of Seven Million, Four Hundred Seventy Thousand, Nine Hundred Ten Dollars (\$7,477,313.00), for the purpose of paying the costs of a boiler replacement project at Central High School (\$1,992,776.00), and window replacement projects at Glickman Elementary School (\$3,536,642.00) and Balliet Elementary School (\$1,947,895.00), including the payment of all costs incidental or related thereto (the "Projects"), and where the proposed repair Projects would materially extend the useful life of such schools and preserve assets that otherwise are capable of supporting the required educational programs, and for which the City has applied for grants from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the Department of Capital Asset Construction (for the Central High School and Balliet Elementary School projects) and by the School Building Commission (for the Glickman Elementary School project). The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grants that may be approved by and received from the MSBA shall be the sole responsibility of the City; provided further that any grants that the City may receive from the MSBA for the Projects shall not exceed (1) the lesser of eighty percent (80%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA, and the amount of borrowing authorized pursuant to this

vote shall be reduced by any grant amounts set forth in the Project Funding Agreement that may be executed between the City and the MSBA.

BE IT FURTHER ORDERED THAT to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under Mass. Gen. Laws Chapter 44, or pursuant to any other enabling authority. The Treasurer is also hereby authorized to file an application with the appropriate officials of the Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as such Municipal Finance Oversight Board of the Commonwealth may require.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: November 14, 2022
Re: Bond Authorization for FY23 MSBA ARP Projects
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 14, 2022 Council meeting, which authorizes the City to pay the sum of \$7,477,313 for three Springfield public schools that were invited into the MSBA Accelerated Repairs Program.

Background: The Department of Capital Asset and Construction (“DCAC”) requires funding for re-window projects at Balliet Middle School and Glickman Elementary and a boiler project at Central High School. The main goals of the Accelerated Repair Program are to improve learning environments for children and teachers, reduce energy use and generate cost savings for districts.

The City needs to authorize bonds for the total amount of this project before any reimbursements from MSBA can be requested. The City can expect 80% reimbursement of eligible costs from MSBA. The total bond authorization being sought is \$7,477,313 to cover all costs associated with the Accelerated Repairs Program.

Project	Funding Required
Balliet Re-Window	1,947,895
Central Boiler	1,992,776
Glickman Re-Window	3,536,642
Total	7,477,313

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

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

Attachment: CAFO Cert - \$7,177,313 FY23 MSBA ARP Projects Bond (7104 : Bond Authorization - MSBA ARP Projects - \$7,477,313)



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Sean Pham
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7096

13

Bills of Prior Year - Various Departments - \$15,555.92 (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 ("CAFO") and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached CAFO certification may pay bills from a previous fiscal year totaling \$15,555.92; and

WHEREAS, the departments listed will make payment for unpaid bills of a previous fiscal year from their FY23 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 payments of the bills listed on the attached CAFO certification from the FY23 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

Bills of Prior Year - Various Departments - \$15,555.92

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: November 14, 2022
Re: Order for Council Meeting – 11/14/2022
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 14, 2022 Council meeting, which authorizes the City to pay \$15,555.92 towards the, bellowed named, department's bills for services rendered in prior years.

Background: This is a request to allow the department listed below to pay previous year's bill from the current year (FY23) operating budget. Listed below is the departments invoices, due dates, reasons and amounts.

11/14/2022 Council Meeting					
Department	Invoice #	Vendor	Date	Reason	Amount
Police	205214	Accurate Court Reporting	4/28/2022	FY22 Services Rendered	\$ 1,480.00
Police	5951493881	Drager	4/26/2022	FY22 Services Rendered	\$ 1,648.00
DPW	Permit #40400	Springfield Water and Sewer Commission	7/1/2021	FY22 Services Rendered	\$ 12,427.92
TOTAL					\$ 15,555.92

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: BOPY-11-14-22 (7096 : Bills of Prior Year - Various Departments - \$15,555.92)



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7099

14

Elders Donation - \$6,000.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded a donation totaling \$6,000.00 from The Black Men of Greater Springfield, Inc. for the 2022 Black Men of Greater Springfield (BMGS) Unity Award; and

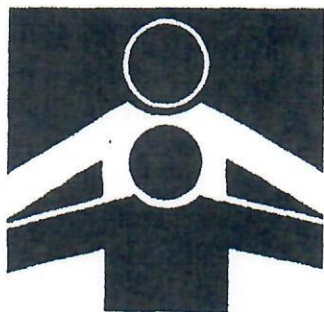
WHEREAS, the funds provided by the donors were designated for the Raymond A. Jordan Senior Center for the purchase and installation of outdoor furniture to be used on the rear patio area, yard scholarship to help the elderly have their grass cut, leaves picked up, and snow removed from their home properties, and to purchase iPads to assist in the teaching of the latest technology available; 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 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:

Elders Donation- \$6,000.00



BLACK MEN OF GREATER SPRINGFIELD, INC.

P.O. BOX 4342-Springfield, Massachusetts 01101-4342

UNITY GRANT PROGRAM

October 9, 2022

Department of Elder Affairs
City of Springfield
Raymond A. Jordan Senior Center
1476 Roosevelt Ave.
Springfield, MA 01109

Attn: Sandy Federico, Director Elder Affairs

Dear Ms. Federico,

The Black Men of Greater Springfield, Inc. is pleased to announce that your organization is the recipient of a 2022 BMGS Unity Grant Award.

As a condition of the award and with input from your department, the BMGS is requesting the award be used at the Raymond A. Jordan Senior Center for the purchase and installation of outdoor furniture to be used on the rear patio area, yard scholarship to help the elderly have their grass cut, leaves picked up and snow removed from their home properties, and to purchase I-Pads to assist in the teaching of the latest technology available for the your clientele.

The Unity Grant program is to foster unity and collaboration with groups within our community. BMGS encourages all of the recipients to engage with other community groups to strengthen and grow all of us together.

Please contact My-Ron Hatchett, hatchettm@comcast.net or 413-237-6838 to arrange a day, time, and place where we may present the award check to you. We look forward to seeing you soon.

Congratulations!

Sincerely,

My-Ron Hatchett

My-Ron Hatchett
Unity Grant Committee Chair

"In Search of Excellence for Today's Youth"

Attachment: Elders Donation to RAJ Center_Redacted (7099 : Elders Donation - \$6,000.00)

BLACK MEN OF GREATER SPFLD INC
40 CESAN ST
FEEDING HILLS, MA 01030-2547

344
53-7169/2118
1003
CHECK ARMOR
TRAUD PROTECTION

9/22/22 Date

Pay to the Order of SPFLD DEPARTMENT OF ELDER AFFAIRS \$6,000.00
SIX THOUSAND - 00/100 Dollars

BerkshireBank

for UNITY GRANT

Mary Church Tenell
M. R. K.

MP

AFRICAN-AMERICAN HISTORY

Attachment: Elders Donation to RAJ Center_Redacted (7099 : Elders Donation - \$6,000.00)



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7100

15

Springfield City Library Donation - \$4,500 (Mayor Sarno)

WHEREAS, the Springfield City Library ("Department") has been awarded a donation in the amount of \$4,500.00 from Dr. Robert Dumaine; and

WHEREAS, the funds provided by the donor are designated for the purchase of children's department foreign language reading materials for the Forest Park Branch; 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:

Springfield City Library Donation - \$4,500.00



Springfield Library Foundation

COPY

October 18, 2022

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

Dear Molly,

Enclosed please find a check in the amount of \$4,500 from The Springfield Library Foundation to the Springfield City Library. These funds have been made possible by a gift/donation from Dr. Robert Dumaine to be used to purchase books to supplement the children's department foreign language collection *Forest Park Branch* along with a display unit if needed. Please provide us with a list once the purchases have been made as the donor has requested custom bookplates be placed in the item(s).

Sincerely,

Matthew Blumenfeld
Executive Director

cc: Melanie Acobe

Attachment: Libraries Donation_Redacted (7100 : Springfield City Library Donation - \$4,500.00)

SPRINGFIELD LIBRARY FOUNDATION INC
PO BOX 28
EAST LONGMEADOW, MA 01028-0028

1361

53-7169/2118
1324

DATE October 20, 2022

CHECK ARMOR
FRAUD PROTECTION

PAY TO THE ORDER OF Springfield City Library \$4,500.00
four thousand five hundred dollars and no/100 DOLLARS

X BerkshireBank

FOR Donation Dumaine Forest Park Br. Lib



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7101

16

Springfield City Library Donation - \$2,500 (Mayor Sarno)

WHEREAS, the Springfield City Library ("Department") has been awarded a donation in the amount of \$2,500.00 from Western New England University; and

WHEREAS, the funds provided will be deposited for the Springfield City Libraries' Department 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:

Springfield City Library Donation - \$2,500.00

WESTERN NEW ENGLAND UNIVERSITY **WNE**

1215 Wilbraham Road
Springfield, MA 01119-2684

BANK OF AMERICA
SOUTH PORTLAND, ME

52-153
112

Check No. 0100024347

DATE

OCT 27, 2022

\$*****2,500.00

PAY TWO THOUSAND, FIVE-HUNDRED DOLLARS AND ZERO CENTS

TO THE ORDER OF CITY OF SPRINGFIELD
PUBLIC LIBRARY
36 COURT ST
SPRINGFIELD MA 01103
UNITED STATES

Julie A. Libean MP
AUTHORIZED SIGNATURE

WESTERN NEW ENGLAND UNIVERSITY

CHECK DATE: Oct 27, 2022

Check No. 0100024347

DATE	DESCRIPTION	INVOICE NUM.	AMOUNT
10/07/22	Donation for Kiosk	DONATION 10/7/22	\$2,500.00
CITY OF SPRINGFIELD PUBLIC LIBRARY 36 COURT ST SPRINGFIELD MA 01103			TOTALS \$2,500.00

IF NOT CORRECT NOTIFY US PROMPTLY
DETACH AND RETAIN THIS STATEMENT

Attachment: Libraries WENU Donation_Redacted (7101 : Springfield City Library Donation - \$2,500.00)



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Jesse Lederman
Sponsors: Lederman, Perez, Govan
DOC ID: 7109

17

CCA Authorization (President Lederman, Ms. Perez, Ward 8 City Councilor Govan)

WHEREAS, The Commonwealth of Massachusetts, by enacting Chapter 164 of the Acts of 1997, has established a competitive marketplace through deregulation and restructuring of the electric utility industry, including in Section 134 the enabling of municipal aggregation; and

WHEREAS, Community Choice Energy Aggregation is a Massachusetts process that allows local communities to assume the responsibility of contracting the supply source of electricity that flows to ratepayers in their municipality, and

WHEREAS, That local control allows the municipality to prioritize longer-term energy agreements to stabilize the supply side of electricity rates for ratepayers in the community and to negotiate the amount of renewable energy sources that are being supported through the contract, and

WHEREAS, Currently, over 170 cities and towns in Massachusetts have Community Choice Energy Aggregation plans in place, and

WHEREAS, Under a Community Choice Energy program the energy is still distributed and billed solely through the municipality's energy utility company, and residents and businesses have the option to opt-out of the CCA rate at any time, and

WHEREAS, As residents and businesses navigate a continually more volatile energy market, Community Choice Energy Aggregation is a tool that should be available to the City of Springfield, and

WHEREAS, Springfield has committed to reducing greenhouse gas emissions and improving energy efficiency and energy equity through the adoption of the Springfield Climate Action and Resilience Plan in 2017, and

WHEREAS, the residents and businesses of Springfield have substantial economic, environmental and social interests at stake;

NOW, THEREFORE BE IT ORDERED, that the City Council of Springfield, Massachusetts hereby authorizes the Mayor to initiate a plan to establish Municipal Energy Aggregation under Massachusetts General Laws c. 164, § 134.



City Council

SCHEDULED

Meeting: 11/14/22 07:00 PM
Initiator: Gladys Oyola-Lopez
Sponsors: Ward 6 Councilor Davila, President Lederman
DOC ID: 7111

18

An Order to Amend Chapter 218, Section 2 VIII (Ward 6 Councilor Davila, President Lederman)

AN ORDINANCE AMENDING CHAPTER 218 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING CHAPTER 218 SECTION 2- VIII

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

To amend Chapter 218 The Preservation of Historically Significant Buildings, Section 2 VIII to read "Any building within the City of Springfield which is 75 (seventy-five) years old or older, as recorded by the Assessor, or any building which is listed on, or is within a district listed on, the National Register of Historic Places".

Preferably Preserved Building Ordinance - Chapter 218



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/22 07:00 PM
Department: City Council
Category: General
Prepared By: Krista Efantis
Initiator: Krista Efantis
Sponsors:
DOC ID: 6962

TABLED

PETITION (ID # 6962)

Petition to Store and Sell Petroleum at 658 Berkshire Avenue

CITY CLERK'S OFFICE SPRINGFIELD, MASSACHUSETTS TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The undersigned respectfully petition your honorable body for a license to keep, store use and sell petroleum and its products in quantities not exceeding 200,000 Gallons in Above Ground Storage.

Address of licensed premises: 658 Berkshire Avenue Springfield, MA 01109

Owner of the land: 658 Berkshire Avenue, LLC

Number of Buildings or other structures to which this application applies: 2

Occupancy or use of such buildings: Industrial

HISTORY:

09/27/22 City Council

REFER TO COMMITTEE

Next: 11/14/22

Motion to send to M+D Committee made by President Lederman. Second by Councilor Brown

CITY OF SPRINGFIELD

19.a



CITY CLERK'S OFFICE

SPRINGFIELD, MASSACHUSETTS

TO THE CITY COUNCIL OF THE CITY OF SPRINGFIELD:

Date 8/31/22

The undersigned respectfully petition your honorable body for a license to keep, store, use and sell petroleum and its products in quantities not exceeding 200,000

Gallons in _____ (New or Existing)
(Underground or Above Ground) (Circle One)

Location of Land: 658 Berkshire Avenue Springfield, MA
01109

Nearest Cross Street: _____

Owner of Land: 658 Berkshire Avenue, LLC

Number of Buildings or Other Structures to Which This Application Applies: 2

Occupancy or Use of Such Buildings: _____ Industrial _____

Total Current Capacity of Tanks: ABOVEGROUND: *see attached* UNDERGROUND 0

Kind of Fluid to be Stored in Tanks: *see attached*

* attached *
Signature of Applicant

Name: Michael Gleason

Address: 658 Berkshire Ave

Phone: 413-325-4086

Fax: _____

APPROVED – DISAPPROVED

(Circle One)

9-1-22
Date

[Signature]
Fire Commissioner of the Fire Department

Application Fee: \$250.00 ✓

License Fee: \$ _____ > TBD

Advertisement Fee: \$ _____

Total: \$ _____

07/2018

Application to store and sell petroleum and its products



Pursuant to M.G.L. c. 148 sec. 13 and Section 175-20(a) of the Revised Ordinances of the City of Springfield, the undersigned respectfully petition this honorable body for a license to keep, store, use and sell petroleum and its products in quantities not exceeding _____ gallons.

This permit is New or Existing (circle one)

Storage will be Underground or Above Ground (circle one)

Address of licensed premises:

658 Berkshire Avenue
Springfield, MA 01109

Owner of the land:

658 Berkshire Avenue, LLC

Number of Buildings or Other Structures to Which This Application Applies: 2

Occupancy or Use of Such Buildings: Industrial

Capacity of Tanks: ABOVE GROUND: Attached UNDERGROUND: 0

Kind of Fluid to be Stored in Tanks: *See attachment #1

Contact Name: John Lavin, PE

Contact Address: 658 Berkshire Avenue
Springfield, MA 01109

Contact Telephone #: 413-325-4086

Michael Gleason

Name of Applicant

Michael Gleason

Signature

8/25/2022

Date

APPROVED: [Signature] For Office use only Date: 8/26/22
FIRE COMMISSIONER

Attachment: 20220906075916610 (6962 : Petition to Store and Sell Petroleum at 658 Berkshire Avenue)

Attachment #1
License Application – To Store Petroleum Products
658 Berkshire Avenue, LLC

<u>Product Name</u>	<u>Quantity / Unit</u>	<u>Container</u>
Liquid Asphalt	80,000 Gallons	Above Ground storage
Diesel / #2 Fuel Oil	40,000 Gallons	Above Ground storage
Motor oil/Lubricants	1,300 Gallons	Above Ground storage
Solvents	75 Gallons	Above Ground storage
Propane	750 pounds	Above Ground storage / cylinders
Oxygen	2,400 Cubic Feet	Above Ground storage / cylinders
Acetylene	2,400 Cubic Feet	Above Ground storage / cylinders
Argon	2,400 Cubic Feet	Above Ground storage / cylinders

PETROLEUM STORAGE HEARING

**CITY OF SPRINGFIELD
CITY CLERK'S OFFICE
CITY HALL
36 COURT STREET
413-787-6096**

September 27, 2022

Notice is hereby given that the City Council will give a hearing in the Council Chambers, City Hall, 36 Court Street, Springfield, MA., **Tuesday evening, September 27, 2022** at **7:00 o'clock P.M.** to all parties interested in the petition of:

658 Berkshire Avenue, LLC. for permission to keep, use and store petroleum and its products in quantities not exceeding **200,000 gallons** in aboveground tanks at **658 Berkshire Avenue**

By Order of the City Council
Gladys Oyola-Lopez
City Clerk

September 27, 2022

Attachment: 20220906075916610 (6962 : Petition to Store and Sell Petroleum at 658 Berkshire Avenue)

NOTICE TO ABUTTER

**CITY CLERK'S OFFICE
SPRINGFIELD, MASSACHUSETTS**

September 13, 2022

*You are hereby notified that there will be a public hearing on my petition to use, keep and store petroleum and its products in quantities not exceeding **200,000** gallons in aboveground tanks at **658 Berkshire Avenue** to be presented before the City Council in the Council Chambers on the second floor of the Municipal Building, **Tuesday, September 27, 2022 at 7:00 o'clock P.M.***

**685 Berkshire Avenue, LLC
By: Michael Gleason**



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/22 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 7094

SCHEDULED

PETITION (ID # 7094)

Crown Castle- Hamden Street

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition of Crown Castle Fiber Networks to install fifty (50') feet of microfiber optic cable on the Right of Way on Hampden Street.

WHEREAS, said petition Hampden Street was referred to the Board of Public Works on September 22, 2022; and

WHEREAS, On September 26, 2022, a Notice of a Public Hearing on Hampden Street, to be held October 13, 2022, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on October 13, 2022, the Board of Public Works reported thereon that, after careful consideration of Crown Castle petition Hampden Street to install fifty (50') feet of microfiber optic cable from the existing manhole on the north side of Hampden Street running north easterly direction across Hampden Street for 50, feet to the building located on 32 Hampden Street., all as substantially shown on a plan attached with project name:

32 Hampden Street

consisting of two (2) sheets, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, petition 32 Hampden Street came before the City Council for a Public Hearing on this date,

NOW THEREFORE, BE IT ORDERED:

1. 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.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. 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.
6. 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.
7. 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.
8. That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.
9. 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.
10. That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. 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.
12. 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.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions set forth in the respective order are complied with.

PETITION TO INSTALL AND MAINTAIN FIBER OPTIC FACILITIES

To: The City of Springfield, Massachusetts:

Crown Castle NG East, LLC, anticipates that, as provided by law, it may be granted permission to install and maintain fiber optic telecommunication facilities in the public way, hereinafter named, consisting of underground facilities substantially as shown upon the plan foiled herewith and made a part hereof, together with all necessary wires, cables, devices, equipment, and other items relating thereto, and likewise the manhole and vault construction connected with said fiber optic facilities, as indicated by said plan marked "Proposed Conduit Installation at 32 Hampden St, Springfield, MA" subject to such deviations that may be required for technical, engineering, or other purpose. The following is the public way above referred to:

Hampden St: Starting at Electric MH on Hampden St, trench and install 50' +/- of microfiber northwesterly to the building located at 32 Hampden St.

Please see the attached plan.

If you should have any questions or need additional information in order to process this petition, please contact me.

Steve Crescimanno

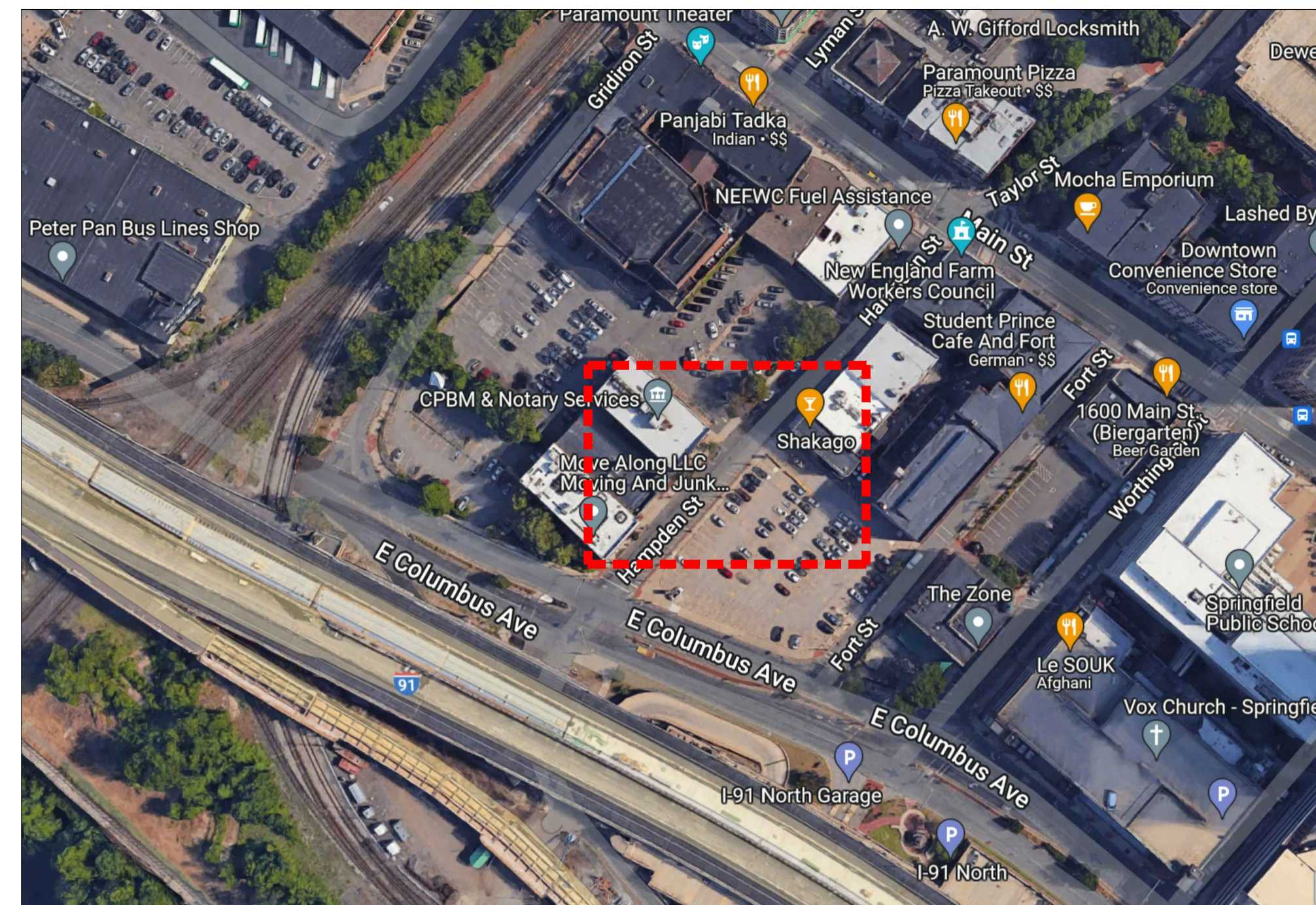
Steve Crescimanno
Network Construction Manager
Crown Castle Fiber
Mobile: 860-576-0742
Steven.Crescimanno @crowncastle.com

Dated this 22nd day of September 2022

Attachment: Petition.32 Hampden St (7094 : Crown Castle- Hamden Street)



**PROPOSED CONDUIT INSTALLATION
AT
32 HAMPDEN ST
SPRINGFIELD, MA**



LOCUS
N.T.S

INDEX OF DRAWING

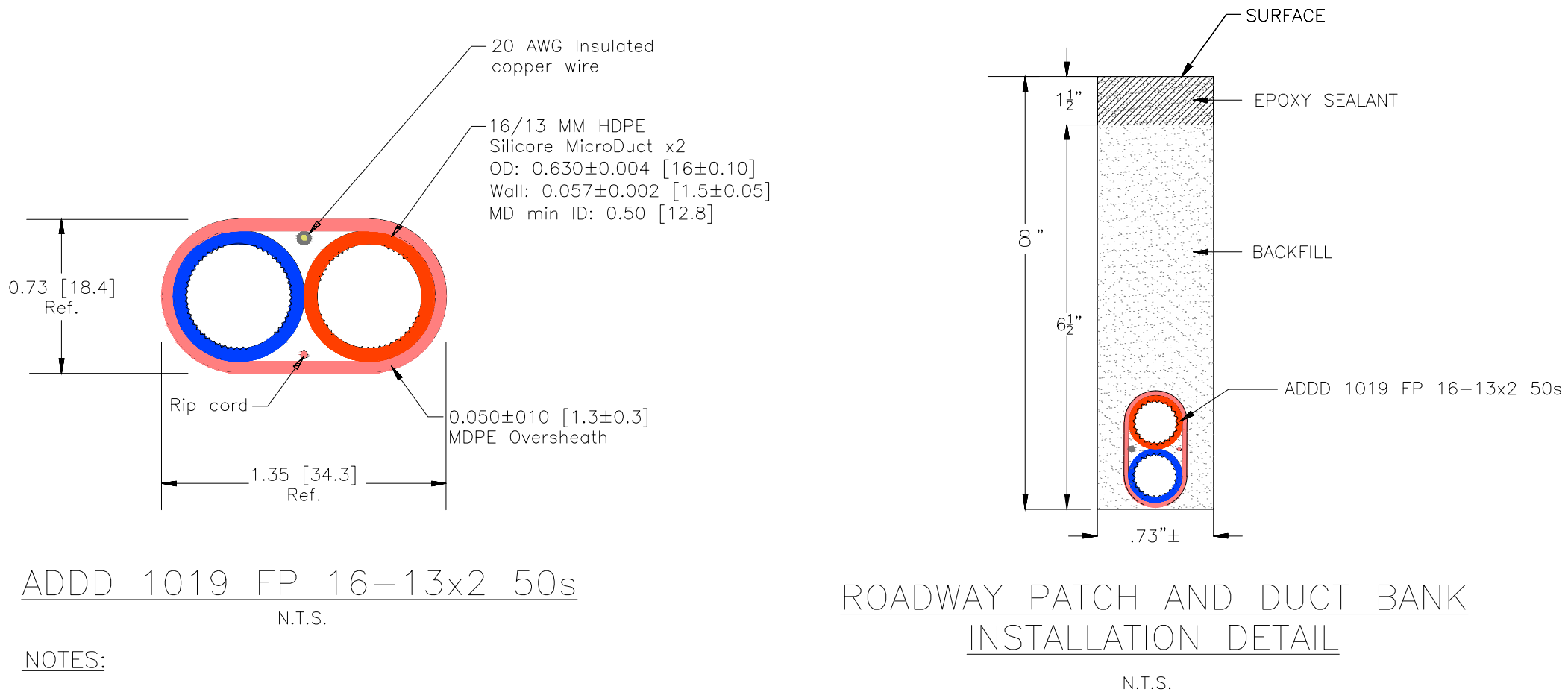
SHEET NO.	DESCRIPTION
--	COVER SHEET
01	PROPOSED CONDUIT INSTALLATION

AXIS
ENGINEERING GROUP
201 Boston Post Rd West – Suite 100
Marlborough, MA 01752
(774) 556-2924 www.axisengroup.com

GENERAL NOTES

1. 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.
2. 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.
3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.
4. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANY.
5. THE CONTRACTOR SHALL NOT DISTURB PUBLIC TREES AND SHRUBS.
6. 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.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING AND/OR PLATING FOR ALL EXCAVATIONS IN PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.
8. JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SAW CUT EXISTING PAVEMENT SHALL BE SEALED WITH BITUMEN AND BACK SANDED.
9. THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION REQUIRED TO INSTALL THE PROPOSED CONDUIT.
10. THE CONTRACTOR SHALL REPLACE ALL DISTURBED TRAFFIC SIGNAL LOOP DETECTORS TO GOOD WORKING CONDITION AS REQUIRED BY THE LATEST STANDARDS OF THE MUNICIPAL TRAFFIC DEPARTMENT.
11. ALL EXISTING STATE, COUNTY, CITY, AND TOWN LOCATION LINES AND PRIVATE PROPERTY LINES HAVE BEEN ESTABLISHED FROM AVAILABLE INFORMATION AND THEIR EXACT LOCATION ARE NOT GUARANTEED.
12. THE CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAVE BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS OF THE CONTRACTOR WITH SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.

MICROFIBER TRENCH



ADDD 1019 FP 16-13x2 50s

N.T.S.

NOTES:

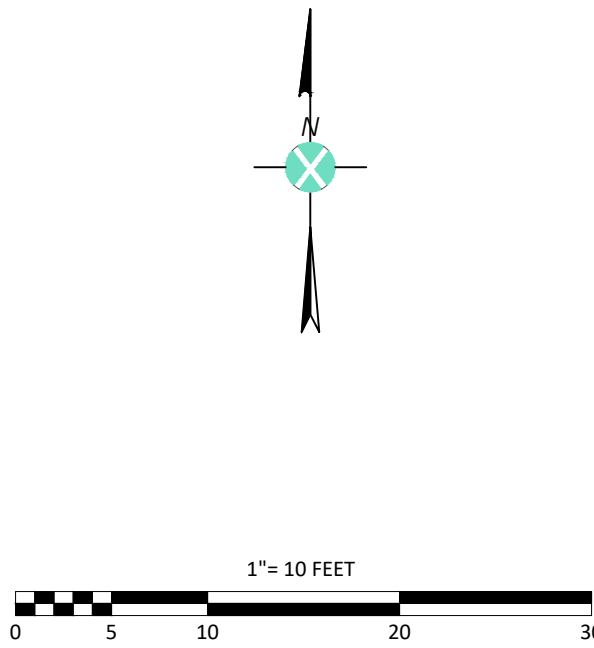
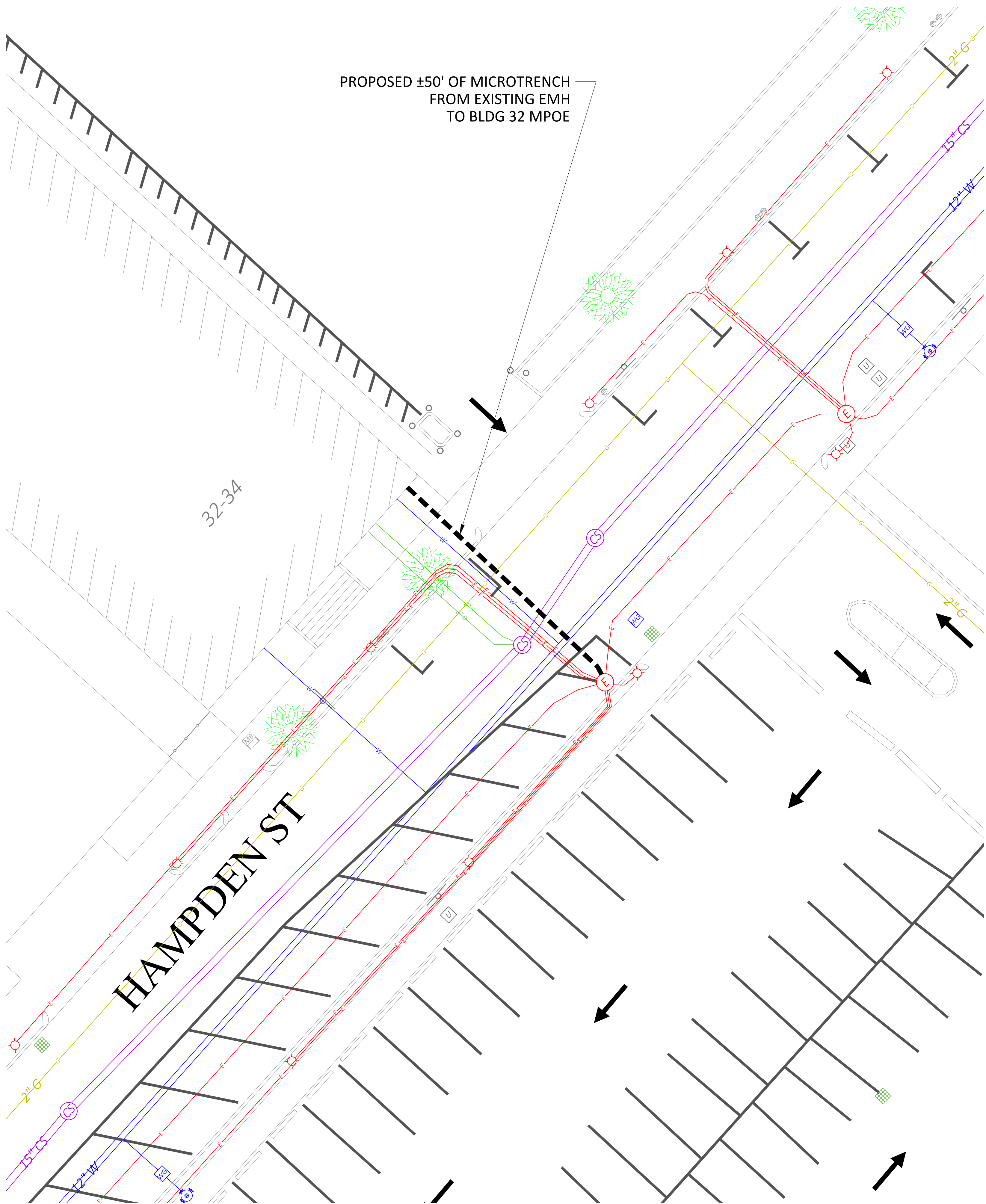
- MicroDuct weight = 0.090 lb/ft [134 g/m]
Oversheath weight = 0.066 lb/ft [98 g/m]
Total weight = 0.156 lb/ft [232 g/m]
- Supported Bend Radius: 11" x 20" [279mm x 508mm]
Unsupported Bend Radius: 18" x 34" [457mm x 864mm]
Safe Pull Load: 812 lbs [369 kg]
- UNITS: INCH [MM]

ROADWAY PATCH AND DUCT BANK
INSTALLATION DETAIL

N.T.S.

TRENCH DETAIL NOTES:

- 12" MAXIMUM FROM TOP OF ADDD 1019 FP TO SURFACE
- 6" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
- REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.



LEGEND

×	ELECTRIC POLE	⊗	STREET LIGHT
⊗	JOINT UTILITY POLE	⊗	ELECTRIC HH
⊗	LAMP POST	⊗	TEL HH
⊗	TRAFFIC LIGHT	⊗	CATV HH
⊗	SEWER MH	⊗	COMM PEDESTAL
⊗	DRAIN MH	⊗	IRRIGATION VALVE
⊗	TELEPHONE MH	⊗	WATER METER
⊗	ELECTRIC MH	⊗	GAS METER
⊗	CATV MH	⊗	SEWER GATE
⊗	WATER MH	⊗	GAS GATE
⊗	PAG	⊗	WATER GATE
⊗	BUSH/SHRUB	⊗	HYDRANT
⊗	R/W	⊗	MAIL BOX
⊗	CULVERT	⊗	STONE BOUND
⊗	GUARD RAIL	⊗	PARKING METER(S)
⊗	FENCE	⊗	STEEL POST
⊗	ELECTRIC VAULT	⊗	SIGN POLE
⊗	TRAFFIC HH	⊗	UG CABLE MARKER
⊗	PROPOSED HH	⊗	TRANSFORMER
⊗	PROPOSED CONDUIT	⊗	CATCH BASIN

NOTE:
EXISTING UTILITIES SHOWN ARE APPROXIMATE AND NOT WARRANTED TO BE CORRECT. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO BEGINNING ANY EXCAVATION.



CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
72 HOURS NOTICE REQUIRED.
ENTER 1-888-DIG-SAFE

PREPARED BY:

AXIS
ENGINEERING GROUP

PREPARED FOR:

CROWN
CASTLE

REV #	DESCRIPTION	DATE

TITLE:

PROPOSED CONDUIT INSTALLATION
32 HAMPDEN ST
SPRINGFIELD, MA

SURVEYED BY:	AXIS ENGINEERING	PRINT NO:	1 OF 1
DRAWN BY:	MB	SCALE:	1" = 10'
DATE:	10/6/2022	AS-BUILT:	

ORDER OF LOCATION FOR UNDERGROUND FIBER OPTIC FACILITIES

By the City of Springfield, Massachusetts, as approved by law,

IT IS HEREBY ORDERED:

That Crown Castle NG East, LLC be, and it is hereby granted permission to install and maintain fiber optic telecommunications facilities in the public way hereinafter named. Consisting of underground facilities as shown upon the plan filed herewith and made part hereof, together with all necessary wires, cables, devices, equipment, and other items relating thereto, and likewise the manhole and vault construction connected with said fiber optic facilities, as requested in petition of said company dated this ____ day of _____, 2022.

All construction under this order shall be performed with due regard to public safety, and shall be placed substantially at the points indicated upon the plan filed with and made part of said petition, subject to such deviations as may be required for technical, engineering, or other purposes.

Hampden St: Starting at Electric MH on Hampden St, trench and install 50' +/- of microfiber northwesterly to the building located at 32 Hampden St.

Please see the attached plan marked "Proposed Conduit Installation at 32 Hampden St, Springfield, MA"

Attachment: Order:32 Hampden St (7094 : Crown Castle- Hamden Street)

We hereby certify that on _____ 2022, at _____ o'clock
 At _____ a public hearing was held on the petition of:

CROWN CASTLE NG EAST, LLC

I hereby certify that the foregoing order was adopted at a meeting of the City Council of
 Springfield, Massachusetts, held on the ____ day of _____, 2022.

 City Clerk

I hereby certify that the foregoing is a true copy of a location order adopted by the City Council
 of the City of Springfield, Massachusetts on the ____ day of _____, 2022, and
 recorded with the records of location orders of said city, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any
 additions thereto or attachments thereof.

Attest: _____
 City Clerk

Attachment: Order.32 Hampden St (7094 : Crown Castle- Hamden Street)