



City of Springfield

Special Meeting

~ Minutes ~

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

Linda Fitzpatrick
413-787-6559

Tuesday, January 26, 2016

5:30 PM

Springfield City Hall -- Council Chambers

I. Call to Order-Special Meeting

Attendee Name	Title	Status	Arrived
Justin Hurst	At Large Councilor	Present	
Kenneth E. Shea	Ward 6 Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Present	
Timothy C. Allen	Ward 7 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Late	5:45 PM
Orlando Ramos	Vice President- Ward 8 Councilor	Present	
Bud L. Williams	At-Large Councilor	Present	
Marcus J Williams	Ward 5 Councilor	Present	
Adam Gomez	Ward 1 Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
Melvin A. Edwards	Ward 3 Councilor	Present	
Kateri B. Walsh	At-Large Councilor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	

-Moment of Silence-Pledge of Allegiance

II. Petitions

1. Petition (ID # 3376)

Bliss Street #10,271

COMMENTS - Current Meeting:

Hearing held at which attorneys Melinda Phelps, Frank Fitzgerald and Brian Packer VP of Construction for MGM Springfield appeared on behalf of BlueTarp reDevelopment, LLC and 6 named Petitioner spoke in favor discontinue and abandon a portion of Bliss Street as a public way from Main Street southerly about 449.20 feet, to relocate the easterly street line about 434.31 feet on the south end of the public way known as Bliss Street and extend the public right of way between State Street and Bliss street and stating that Board of Public Works (BPW) had met on the site on January 20, 2016 with 3 members of the BPW and voted to approve the discontinuance and 9 interested parties appeared at the hearing and 6 voted in favor and 4 voted in opposition to the discontinuance. Lester Sideman appeared in opposition as a property owner at 55 State Street and for a parking lot behind that property on Bliss Street, raised concerns that the partial closing of Bliss Street would hurt business for the parking lot. The parking lot would still have open access for cars coming from the East Columbus Avenue end, but would lose some customers from the Main Street end. Councilor Hurst, Williams, Ramos, Walsh, Allen and Shea asked the owner if he would still have access to his property and the owner said yes but maybe not a full lot due to the construction and it may last for 3 years. Councilors

Hurst, Shea and Williams said they hope that abutters could look for possible mitigation funds from the State Gaming Commission, aided by the City and MGM if there is harm to the parking lot business, but that these concerns should delay closure of the street. Chris Cignoli, Director of DPW said that discontinuance of Bliss Street would not "landlock" 55 State Street and the hearing was closed and discontinued and abandon a portion of Bliss Street as was granted by the following roll call vote.

ATTACHMENTS:

- News paper NOTICE OF MEETING FOR PET.10271 (PDF)
- S-1839-02A-ROW-DISC-BLISS-2016-01-20 (5) (PDF)
- S-1839-02A-ROW-ALT-2016-01-21 (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Williams, Gomez, Ashe, Edwards, Walsh, Fenton

2. Petition (ID # 3377)

Howard Street #10,272

COMMENTS - Current Meeting:

Hearing held at which attorneys Melinda Phelps, Frank Fitzgerald and Brian Packer VP of Construction for MGM Springfield appeared on behalf of BlueTarp reDevelopment, LLC and 6 named Petitioner spoke in favor to discontinue a portion of Howard Street as a public way starting 248.85 feet southwesterly from Main Street for about 491.90 feet an approximate area of 23.885 square feet and to extend the public right of way and stating that Board of Public Works (BPW) had met on the site on January 20, 2016 with 3 members of the BPW and voted to approve the discontinuance and 9 interested parties appeared at the hearing and 6 voted in favor and 4 voted in opposition to the discontinuance. Jay Michelman and Jeff Burstein, owner of Parcel 14 and Anthony Caputo, owner Red Rose Pizzeria and attorney Robert Cunningham on behalf of Colvest, Red Rose, 55 State Street appeared in opposition, Mr. Caputo expressed concerns about traffic at Main Street and Union Street, parking along the new Howard Street. Attorneys Michelman and Burstein expressed concerns about parking for its tenant and law office clients. Attorney Cunningham said they feel the closure should go further - all the way to the East Columbus Avenue end, so that traffic coming from the future parking garage does not use the Colvest property as a short-cut to Interstate 91 and Frank Colaccino, principal of the Colvest Group, urged the Council to delay its vote, saying the idea of closing the west end of Howard Street had been brought to MGM's attention some 18 months ago without action. Mike Mathis said MGM opposes the full closure of that end of Howard Street as it provides one exit from a future MGM parking garage. Councilors Gomez and Fenton said that Colvest could simply close off the exit through their property instead of closing Howard Street to East Columbus Avenue and the hearing was closed and discontinued a portion of Howard Street as was granted by the following roll call vote.

ATTACHMENTS:

- S-1839-02A-ROW-DISC-HOWARD-2016-01-20 (5) (PDF)
- S-1839-02A-ROW-ALT-2016-01-21 (PDF)

- News paper NOTICE OF MEETING FOR PET.10272 (PDF)

RESULT:	ADOPTED [10 TO 3]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Ramos, Gomez, Ashe, Edwards, Walsh, Fenton
NAYS:	Timothy J. Rooke, Bud L. Williams, Marcus J Williams

III. Orders

3. Order (ID # 3378)

Second Amendment to Host Community Agreement

COMMENTS - Current Meeting:

Read and the Council President asked for a motion to "lay on the table" and Councilor Ramos made a motion to "lay on the table" and was seconded by Councilor Gomez and said motion passed an unanimous voice vote. The Council could not agree to the next meeting date and Council President said he would send out an e-mail to set the next date and asked if any Councilor has a problem with meeting on a Saturday or Sunday for 4 or 5 hours to try to finish the Casino Overlay Site Plan Review and Host Community Agreement Amendments and the Council said no.

ATTACHMENTS:

- 2016-01-21 - EXHIBIT G - FINAL (PDF)
- 2016-01-21 -SNS letter to EP summarizing Second Amendment to HCA (PDF)
- 2016 01 21 - Second Host Community Agreement Amendment (FINAL) (PDF)
- January 26, 2016 Notice (DOCX)

RESULT:	LAY ON TABLE
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City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3376)

Meeting: 01/26/16 05:30 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3376

Bliss Street #10,271

PET. NO. 10,271

CITY OF SPRINGFIELD, MASSACHUSETTS

January 26, 2016

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

The Board of Public Works, to which was referred the petition of Blue Tarp redevelopment, LLC and others, praying:

"To discontinue and abandon a portion of Bliss Street as a public way from Main Street southerly about 449.20 feet, with approximate area of 24,380 SF" to relocate the easterly street line about 434.31 feet on the south end of the public way known as Bliss Street and to extend the public right of way between State Street and Bliss Street"

reports thereon pursuant to Revised Ordinances of the City of Springfield, as follows:

The Board notified all known interested parties of its intent to view the premises and hold a hearing set for Wednesday January 20, 2016 on the petition by mailing notices, postage prepaid, to their respective addresses of record as well as posting notices in two (2) public places and publishing in a newspaper, all at least ten (10) days prior to said date.

Pursuant to said notices and all other statutory notice requirements the Board viewed plans of the premises and held an open hearing on January 20, 2016 at 5:00 P.M., in the parking lot on #53 Bliss Street Springfield, MA. Three (3) members of the Board, and nine (9) persons interested in the matter were present. Six (6) of the latter voted in favor of the street discontinuance of the section of Bliss Street and to extend the right of way and one (1) voted in opposition.

After careful consideration of the above matter, the Board is of the opinion that common convenience and necessity require that a portion of Bliss Street public way from Main Street southerly about 449.20 feet of Bliss street to be discontinued and to extend the right of way, as set forth in the accompanying order and as shown on plan entitled,

SPRINGFIELD, MA
BLISS STREET DISCONTINUANCE (BL-1)
NORTHERLY END (24,380 SF)
SCALE: 1" = 40' DATE: January 20, 2016
PREPARED FOR THE BOARD OF PUBLIC WORKS
ALLEN & MAJOR ASSOCIATES, INC.

consisting of one (2) sheet, 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 and which is to be recorded in the Hampden County Registry of Deeds.

The Board is further of the opinion that no damages be sustained by any person, firm, or corporation in their property by reason of the proposed discontinuance and street discontinued a section of Bliss Street.

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

PET. NO. 10,271

CITY OF SPRINGFIELD, MASSACHUSETTS

In City Council, January 26, 2016

ORDERED, that common convenience and necessity require the highway now open and used and known as Bliss Street be and hereby is discontinued and abandoned as a public way from Main Street southerly about 449.20 feet as shown on plan entitled,

SPRINGFIELD, MA

BLISS STREET DISCONTINUANCE (BL-1)

NORTHERLY END (24,380 SF)

PREPARED FOR THE BOARD OF PUBLIC WORKS

SCALE: 1" = 40' DATE: January 20, 2016

ALLEN & MAJOR ASSOCIATES, INC.

consisting of one (2) sheet, which plan is incorporated herein by reference and is now on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts;

that the northerly end of Bliss Street hereby discontinued and abandoned is more particularly described as follows: in a discontinued area in accordance with the following description and as shown on the aforementioned plan:

Beginning at the northerly most point of the lot said point being S 50° 52' 48" E a distance of two hundred eight and 23/100 (208.23') feet from the intersection of State Street southerly street line of Main Street; thence S 40° 12' 51" W, a distance of four hundred forty-nine and 20/100 (449.20') feet to a point; thence S42°32'30" W a distance of forty-nine and 50/100 (49.50') feet to an angle point; thence, S 48° 10' 00" E a distance of forty-seven and 62/100 (47.62') feet to an angle point; thence N 42° 13' 39" E a distance of one hundred four and 94/100 (104.94') feet to a point; thence N40°12'51"E a distance of three hundred ninety-one and 64/100 (391.64') feet to an angle point; thence N45°44'56"W a distance of forty-nine 40/100 (49.40') feet to the point of beginning, all as shown on above mentioned plan, and bearings referring to the true meridian;

The above described parcel contains an area of area of 24,380 square feet (0.56 acres), more or less, and is more particularly shown as "Portion of Bliss Street to be Discontinued" on a plan entitled "Discontinuance of a Portion of Bliss Street - Springfield, MA - Department of Public Works - Bliss Street Discontinuance - Northerly End (24,380 S.F.) - Prepared for The Board of Public Works". Dated January 21, 2016. Scale: 1" = 40'. Prepared for Blue Tarp reDevelopment, LLC. Prepared by Allen & Major Associates, Inc.

ORDERED, that common convenience and necessity require the highway now open and used and known as Bliss Street to relocate the easterly street line of the public way known as Bliss Street about 434.31 feet from East Columbus Avenue as shown on plan entitled,

SPRINGFIELD, MA

ROADWAY ALTERATION PLAN (1)
BLISS STREET
PROPOSED TAKING (6,748 SF) LOT (B-1)
PREPARED FOR THE BOARD OF PUBLIC WORKS
SCALE: 1" = 80' DATE: January 21, 2016
ALLEN & MAJOR ASSOCIATES, INC.

That the easterly street line on the south end public way known as Bliss Street to be relocated is more particularly described as follows: in a relocation area in accordance with the following description and as shown on the aforementioned plan:

Beginning at a point on the northerly street line of East Columbus Avenue, southerly most point of the lot, said point also being N 49° 13' 21" W a distance of one hundred eleven and 55/100 (111.55') feet thence, N 42° 13' 39" E along the southeasterly street line of Bliss Street, a distance of four hundred thirty-four and 31/100 (434.31) feet to an angle point; thence, S 48° 10' 00" E, a distance of fifteen and 00/100 (15.00) feet to an angle point; thence, S 42° 26' 00" W a distance of three hundred eighty-two and 61/100 (382.61) feet to a point of curvature to the left having a radius of fifty and no hundredths feet (50.00'), an arc length of seventy-nine and 79/100 (79.98') feet, a chord length of seventy-one and 72/100 (71.72') feet and a chord bearing of S03°23'40"E to the point of beginning.

The above described parcel contains an area of area of 6,748 square feet (0.15 acres), more or less, and is more particularly shown as "Lot B-1" on a plan entitled "Roadway Alteration Plan - Springfield, MA - Department of Public Works - MGM Way Proposed Way (11,037± S.F.) - Bliss Street Proposed Taking (B-1) (6,748± S.F.) - Howard Street Proposed Taking (H-1) (1,108± S.F.) - Prepared for The Board of Public Works". Dated May 26, 2015 and last revised January 21, 2016. Prepared for Blue Tarp reDevelopment, LLC. Prepared by Allen & Major Associates, Inc.

ORDERED, that common convenience and necessity require the extension of public right of way between State Street and Bliss Street as shown on a plan

SPRINGFIELD, MA
ROADWAY ALTERATION PLAN (1)
PROPOSED MGM WAY (11,037 SF)
PREPARED FOR THE BOARD OF PUBLIC WORKS
SCALE: 1" = 80' DATE: January 21, 2016
ALLEN & MAJOR ASSOCIATES, INC.

A certain parcel of land situated on the Southeasterly side of State Street in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the Northerly most point of the lot to be described hereafter; thence S48°10'00" two hundred twenty and eighty-eight hundredths feet (220.88') to an angle point; thence, S42°32'30"W fifty and no hundredths feet (50.00') to an angle point; thence, N48°10'00"W two hundred twenty and sixty hundredths feet (220.60') to an angle point; thence N42°13'15"E fifty and no hundredths feet (50.00') to the point of beginning

The above described parcel contains an area of area of 11,037 square feet (0.25 acres), more or less, and is more particularly shown as "Proposed 50' Right of Way 'MGM Way' " on a plan entitled "Roadway Alteration Plan - Springfield, MA - Department of Public Works - MGM Way Proposed Way (11,037± S.F.) - Bliss Street Proposed Taking (B-1) (6,748± S.F.) - Howard Street Proposed Taking (H-1) (1,108± S.F.) - Prepared for The Board of Public Works". Dated May 26, 2015 and last revised January 21, 2016. Prepared for Blue Tarp reDevelopment, LLC. Scale: 1" = 80'.. Prepared by Allen & Major Associates, Inc.

that no damages be awarded, inasmuch as no damages will be sustained by any person, firm or corporation in their property by reason of the discontinuance or abandonment of a portion of BLISS STREET as a public way or the extension of public right of way.

That no assessments be levied;

that within thirty (30) days after the adoption of this order, the City Clerk is directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Williams, Gomez, Ashe, Edwards, Walsh, Fenton

NOTICE OF MEETING

CITY OF

SPRINGFIELD, MASSACHUSETTS

PET. NO. 10,271

January 06, 2015

The Board of Public Works, to which was referred the petition of **Blue Tarp reDevelopment** and others, praying:

" To discontinue and abandon a portion of the public way known as BLISS STREET from Main Street southwesterly about 449.20' feet with an approximate area of 24,380 SF."

Hereby gives notices that said Board will meet **in the parking lot on 53 Bliss Street Springfield, MA on Wednesday, the twenty (20th) of January, 2016 at five (5:00 P.M.) o'clock in the evening.**

View the plan.

Hear all persons interested therein.

Determine whether the Board shall recommend the proposed discontinuance and street line relocation stated in said Petition.

Estimate any damages resulting from the action of the Board.

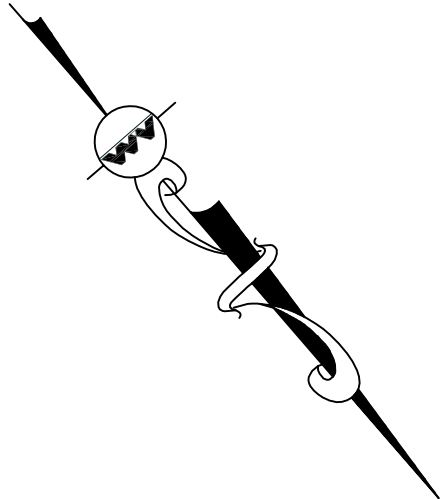
JOHN J. FITZGERALD)

MICHAEL E. TRIGGS)

RAYMOND A. AVEZZIE)

BOARD OF PUBLIC WORKS

Attachment: News paper NOTICE OF MEETING FOR PET.10271 (3376 : Bliss Street #10,271)



FOR REGISTRY USE ONLY

ISSUED FOR
REVIEW
JANUARY 20, 2016

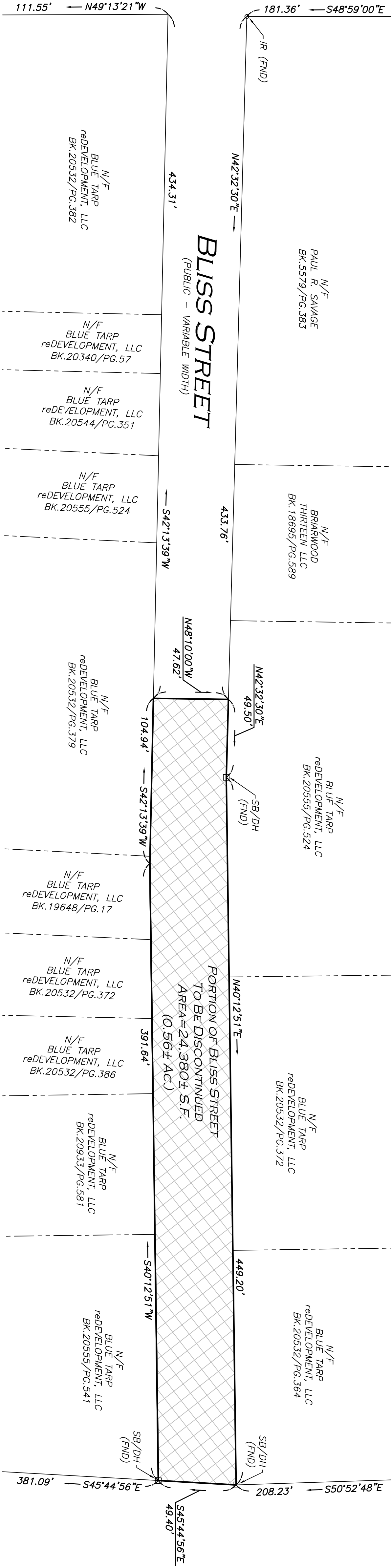
PROFESSIONAL LAND SURVEYOR FOR
ALLEN & MAJOR ASSOCIATES, INC.

WE HEREBY CERTIFY THAT:
THIS PLAN IS THE RESULT OF AN ACTUAL
ON-THE-GROUND SURVEY PERFORMED
BETWEEN AUGUST 30, 2012 AND JANUARY 8,
2016.
THIS PLAN WAS PREPARED IN ACCORDANCE
WITH THE RULES AND REGULATIONS OF THE
REGISTERS OF DEEDS DATED JANUARY 1,
1976 AND REVISED JANUARY 12, 1998, ARE
OWNERS OF ADJOINING PROPERTIES ARE
SHOWN ACCORDING TO CURRENT CITY OF
SPRINGFIELD ASSESSOR'S INFORMATION.
THE ABOVE IS THE BEST OF MY KNOWLEDGE,
MY PROFESSIONAL KNOWLEDGE, INFORMATION
AND BELIEF.

ALLEN & MAJOR ASSOCIATES, INC.

EAST COLUMBUS AVENUE

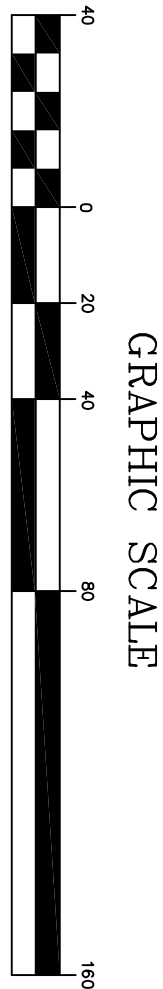
(PUBLIC – VARIABLE WIDTH)



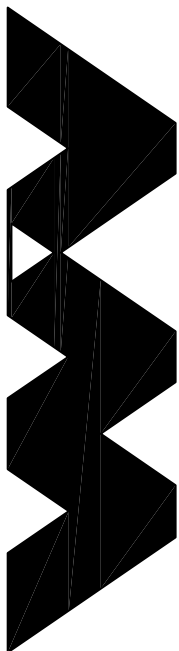
MAIN STREET

(PUBLIC – VARIABLE WIDTH)

- NOTES
1. NORTH ARROW IS BASED ON MASSACHUSETTS STATE PLANE COORDINATE SYSTEM (MAINLAND ZONE) (NAD 83).
 2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM HAMPDEN COUNTY REGISTRY OF DEEDS IN SPRINGFIELD, MA.



N:\PROJECTS\1839-02A\SURVEY\DRAWINGS\5-1839-02A-ROW-ALT.DWG
TBJ 1/6/16 PG. 92



ALLEN & MAJOR
ASSOCIATES, INC.

WORMEN, MA • LANSING, MA • MANCHESTER, NH
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WORMEN, MA 01888-0118

civil & structural engineering • land surveying
environmental consulting • interior design • landscape architecture
100 COMMERCE WAY
WORMEN, MA 01888-0118

DRAWING TITLE: DISCONTINUANCE OF A PORTION OF BLISS STREET
SHEET No. BL-1

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City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3377)

Meeting: 01/26/16 05:30 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3377

Howard Street #10,272

PET. NO. 10,272

CITY OF SPRINGFIELD, MASSACHUSETTS

January 26, 2016

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

The Board of Public Works, to which was referred the petition of Blue Tarp reDevelopment, LLC and others, praying:

"To discontinue portion of Howard Street as a public way starting 248.85 feet southwesterly from Main Street for about 491.90 feet, approximate area of 23,885 SF and to extend the public right of way"

reports thereon pursuant to Revised Ordinances of the City of Springfield, as follows:

The Board notified all known interested parties of its intent to view the premises and hold a hearing set for Wednesday January 20, 2016 on the petition by mailing notices, postage prepaid, to their respective addresses of record as well as posting notices in two (2) public places and publishing in a newspaper, all at least ten (10) days prior to said date.

Pursuant to said notices and all other statutory notice requirements the Board viewed plans of the premises and held an open hearing on January 20, 2016 at 5:20 P.M., in the parking lot on #53 Bliss Street Springfield, MA. Three (3) members of the Board, and nine (9) persons interested in the matter were present. Six (6) of the latter voted in favor of the street discontinuance of the section of Bliss Street and to extend the right of way and four (4) voted in opposition.

After careful consideration of the above matter, the Board is of the opinion that common convenience and necessity require that middle section of Howard Street to be discontinued a

section of the public way be, as set forth in the accompanying order and as shown on plan entitled,

SPRINGFIELD, MA
HOWARD STREET DISCONTINUANCE
MIDDLE SECTION (23,885 SF)
PREPARED FOR THE BOARD OF PUBLIC WORKS
SCALE: 1" = 40' DATE: January 20, 2016
ALLEN & MAJOR ASSOCIATES, INC.

consisting of one (2) sheet, 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 and which is to be recorded in the Hampden County Registry of Deeds.

The Board is further of the opinion that no damages be sustained by any person, firm, or corporation in their property by reason of the proposed discontinuance and street discontinued a section of Bliss Street.

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

PET. NO. 10,272

CITY OF SPRINGFIELD, MASSACHUSETTS

In City Council, January 26, 2016

ORDERED, that common convenience and necessity require the highway now open and used and known as Howard Street be and hereby is discontinued and abandoned as a public way starting 248.85 feet southwesterly from Main Street for about 491.90 feet and extend the public right of way, shown on a plan entitled,

SPRINGFIELD, MA
HOWARD STREET DISCONTINUANCE
MIDDLE SECTION (23,885 SF)
PREPARED FOR THE BOARD OF PUBLIC WORKS
SCALE: 1" = 40' DATE: January 20, 2016
ALLEN & MAJOR ASSOCIATES, INC.

consisting of one (2) sheet, which plan is incorporated herein by reference and is now on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts;

A certain parcel of land being a portion of Howard Street in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the Southerly most point of the lot to be described hereafter; thence N45°44'56"W forty-nine and forty-eight hundredths feet (49.48') to a point; thence N43°10'27"E four hundred eighty and twenty-six hundredths feet (480.26') to a point of non-tangent curvature; thence southeasterly along an arc to the left having a radius of thirty-six and no hundredths feet (36.00'), an arc length of forty-five and eighty-three hundredths feet (45.83'), a chord length of forty-two and eighty hundredths feet (42.80') and a chord direction of S61°19'10"E to a point of non-tangency; thence S46°49'33"E eight and three hundredths feet (8.03') to a point; thence S43°10'27"W four hundred ninety-one and ninety hundredths feet (491.90') to the point of beginning.

The above described parcel contains an area of area of 23,885 square feet (0.55 acres), more or less, and is more particularly shown as "Portion of Howard Street to be Discontinued" on a plan entitled "Discontinuance of a Portion of Howard Street - Springfield, MA - Department of Public Works - Howard Street Discontinuance - Middle Portion (23,885 S.F.) - Prepared for The Board of Public Works". Dated January 21, 2016. Scale: 1" = 40'. Prepared for Blue Tarp reDevelopment, LLC. Prepared by Allen & Major Associates, Inc

ORDERED, that common convenience and necessity require the extension of public right of way on Howard Street as shown on a plan

SPRINGFIELD, MA

ROADWAY ALTERATION PLAN (1)
HOWARD STREET
PROPOSED TAKING (1,108 SF) LOT (H-1)
PREPARED FOR THE BOARD OF PUBLIC WORKS
SCALE: 1" = 80' DATE: January 21, 2016
ALLEN & MAJOR ASSOCIATES, INC.

A certain parcel of land situated on the Southwesterly side of Howard Street in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the Northerly most point of the lot to be described hereafter; thence S43°10'27"W seventy-eight and twenty-eight hundredths feet (78.28') to a point of non-tangent curvature; thence northwesterly along an arc to the right having a radius of thirty-six and no hundredths feet (36.00'), an arc length of seventy-six and twenty-three hundredths feet (76.23'), a chord length of sixty-two and seventy-six hundredths feet (62.76') and a chord bearing of N35°48'48"E to a point of reverse curvature; thence northeasterly along an arc to the left having a radius of twenty and no hundredths feet (20.00'), an arc length of eighteen and sixty hundredths feet (18.60'), a chord length of seventeen and ninety-four hundredths feet (17.94') and a chord bearing of N69°49'13"E to the point of beginning.

The above described parcel contains an area of area of 1,108 square feet (0.03 acres), more or less, and is more particularly shown as "Lot H-1" on a plan entitled "Roadway Alteration Plan - Springfield, MA - Department of Public Works - MGM Way Proposed Way (11,037± S.F.) - Bliss Street Proposed Taking (B-1) (6,748± S.F.) - Howard Street Proposed Taking (H-1) (1,108± S.F.) - Prepared for The Board of Public Works". Dated May 26, 2015 and last revised January 21, 2016. Scale: 1" = 80'. Prepared for Blue Tarp reDevelopment, LLC. Prepared by Allen & Major Associates, Inc.

that no damages be awarded, in as much as no damages will be sustained by any person, firm or corporation in their property by reason of the discontinuance or abandonment of a portion of HOWARD STREET as a public way or to extend the public right of way of Howard Street.

That no assessments be levied;

that within thirty (30) days after the adoption of this order, the City Clerk is directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

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

RESULT:	ADOPTED [10 TO 3]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Ramos, Gomez, Ashe, Edwards, Walsh, Fenton
NAYS:	Timothy J. Rooke, Bud L. Williams, Marcus J Williams

**ISSUED FOR
REVIEW**
JANUARY 20, 2016

PROFESSIONAL LAND SURVEYOR FOR
ALLEN & MAJOR ASSOCIATES, INC.

**BLUE TARP redevelopment, LLC
1441 MAIN STREET
SPRINGFIELD, MA 01103**

THE BOARD OF PUBLIC WORKS

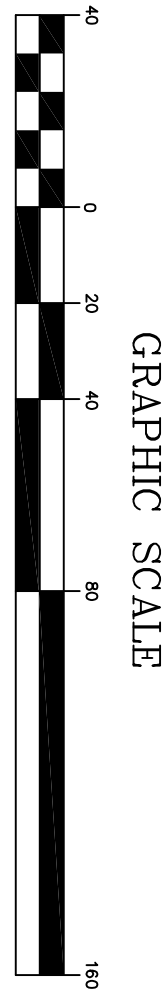
PREPARED BY:

P.O. BOX 2118
WOBURN MA 01888-0118
TEL: (781) 935-6889

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT.

E

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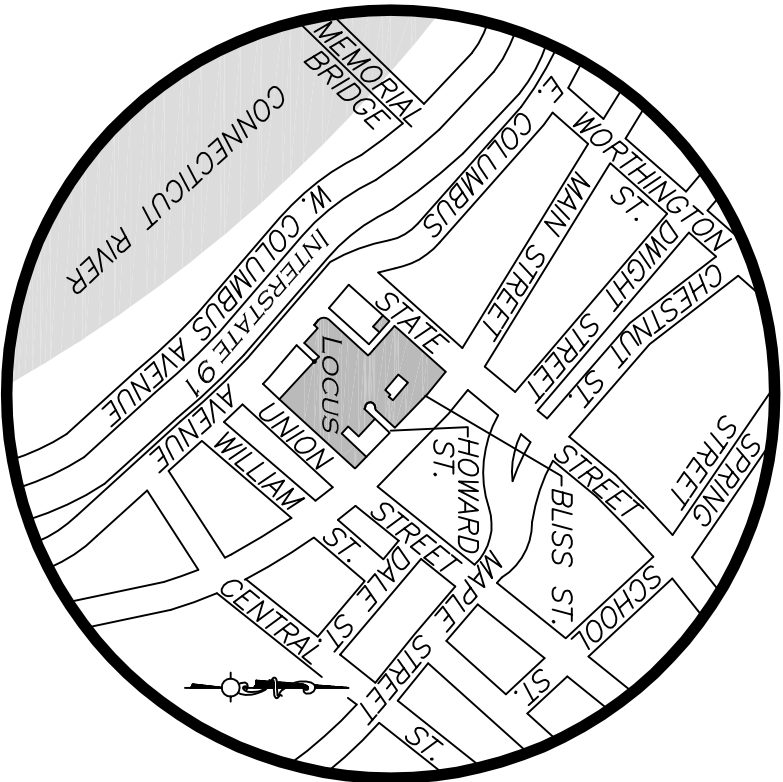


- GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

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EPW 1670 PC 02

FB# 1679 PG. 92



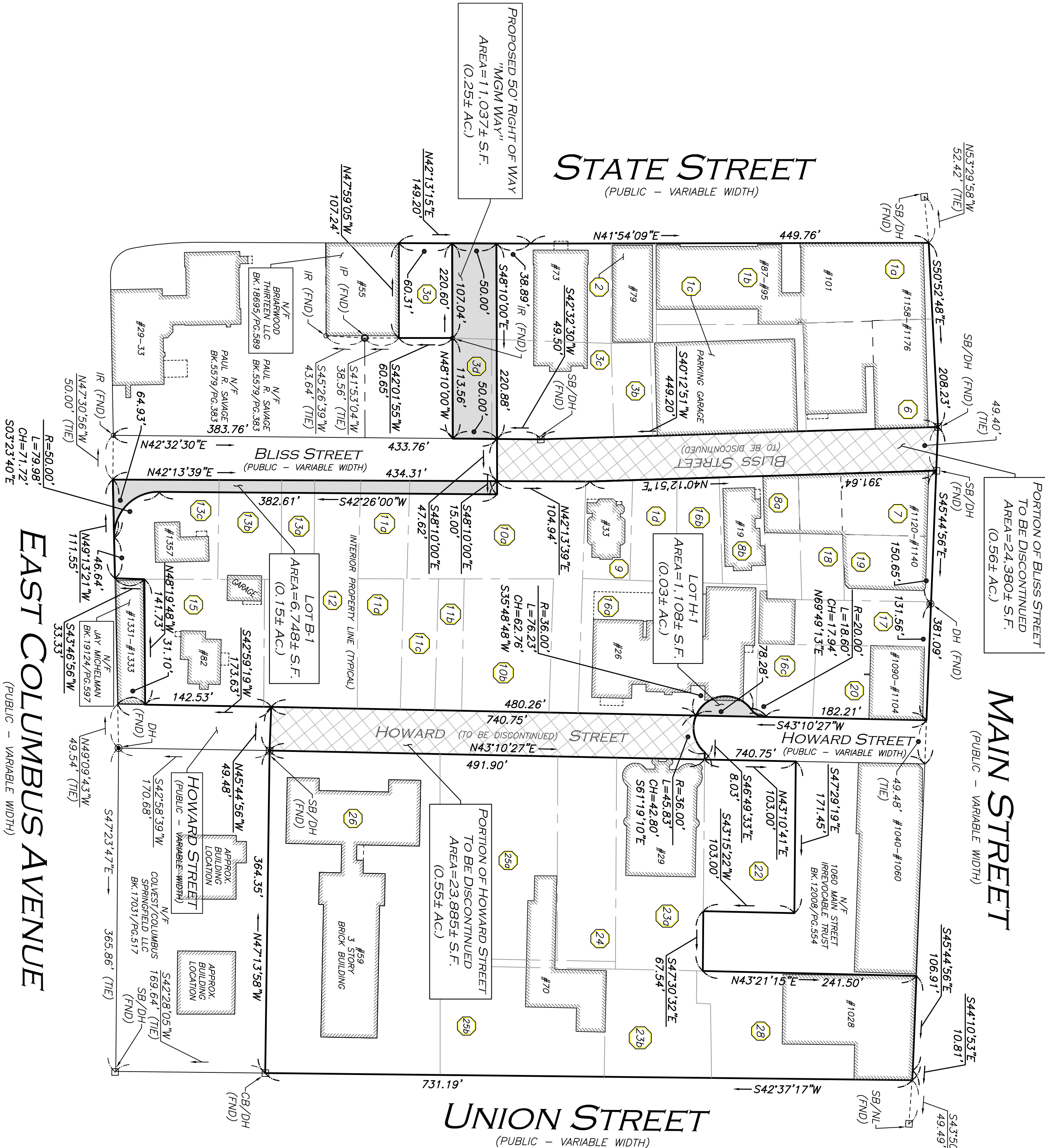
LOCUS MAP
(NOT TO SCALE)

SPRINGFIELD ENGINEERING REFERENCES

- PLAN 17-11
- PLAN 22-29
- PLAN 17-9
- PLAN 433-53
- PLAN 413-3
- PLAN 342-8
- PLAN 412-34
- PLAN 307
- PLAN 308
- PLAN 417-8
- PLAN 164-3
- PLAN 358-2
- PLAN 132-26
- PLAN 150-23
- PLAN 168-1
- PLAN 163-29
- PLAN 164-25
- PLAN 164-21
- PLAN 149-7
- PLAN 371-9
- FIELD BOOK 4, PAGE 2
- FIELD BOOK 187, PAGE 142
- FIELD BOOK 1, PAGE 7

PARCEL OWNERSHIP TABLE

PARCEL	OWNER (N/E)	LEGAL REFERENCE
1 a,b,c & d	BLUE TARP reDEVELOPMENT, LLC	BK.20532/Pg.372
2	BLUE TARP reDEVELOPMENT, LLC	BK.20555/Pg.512
3 a,b,c & d	reDEVELOPMENT, LLC	BK.20555/Pg.524
6	reDEVELOPMENT, LLC	BK.20532/Pg.364
7	BLUE TARP reDEVELOPMENT, LLC	BK.20555/Pg.541
8 a & b	BLUE TARP reDEVELOPMENT, LLC	BK.19948/Pg.381
9	BLUE TARP reDEVELOPMENT, LLC	BK.20542/Pg.379
10a & 10b	BLUE TARP reDEVELOPMENT, LLC	BK.20555/Pg.524
11 a,b,c & d	BLUE TARP reDEVELOPMENT, LLC	BK.20544/Pg.351
12	BLUE TARP reDEVELOPMENT, LLC	BK.20340/Pg.57
13a	BLUE TARP reDEVELOPMENT, LLC	BK.20532/Pg.386
13 b & c	BLUE TARP reDEVELOPMENT, LLC	BK.19468/Pg.45
15	BLUE TARP reDEVELOPMENT, LLC	BK.20532/Pg.397
16 a,b & c	BLUE TARP reDEVELOPMENT, LLC	BK.20532/Pg.391
17	BLUE TARP reDEVELOPMENT, LLC	BK.20544/Pg.343
18	BLUE TARP reDEVELOPMENT, LLC	BK.20546/Pg.453
19	BLUE TARP reDEVELOPMENT, LLC	BK.4754/Pg.208
20	BLUE TARP reDEVELOPMENT, LLC	BK.20371/Pg.445
23a & 23b	BLUE TARP reDEVELOPMENT, LLC	BK.19799/Pg.317
24	BLUE TARP reDEVELOPMENT, LLC	BK.20407/Pg.177
25a & 25b	BLUE TARP reDEVELOPMENT, LLC	BK.20371/Pg.467
26	BLUE TARP reDEVELOPMENT, LLC	BK.20546/Pg.450
28	BLUE TARP reDEVELOPMENT, LLC	



APPROVAL UNDER THE SUBDIVISION
CONTROL LAW IS REQUIRED
CITY OF SPRINGFIELD PLANNING BOARD

DATE: _____

FOR REGISTRY USE ONLY

LEGEND

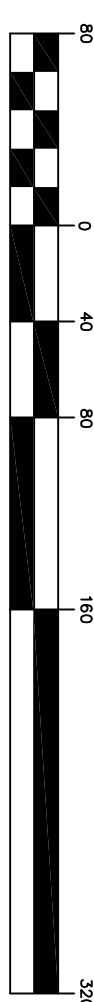
DRAWING HOLE (DH)	●
STONE BOUND (SB)	□
IRON PIPE (IP)	○
IRON ROD (IR)	○
BUILDING	▬
BUILDING OVERHANG	▬
PROPERTY LINE	▬
INTERIOR PROPERTY LINE	▬
ADJUSTERS LINE	▬
BUILDING HEIGHT	▬
INTERNAL PARCEL NUMBER	8
STONE BOUND W/DRILL HOLE	SB/DH
STONE BOUND W/MAIL	CB/DH
CONC. BOUND W/DRILL HOLE	SB/DH
FOUND	N/F
NOW OR FORMERLY	BK.
BOOK	PG.
DATE	L.C.
LAND COURT CASE	L.C.C.

- PLAN REFERENCES
- PLAN BOOK 16, PLAN 17
 - PLAN FILED W/BOOK 2701, PAGE 550
 - PLAN BOOK 194, PLANS 10 & 11
 - PLAN BOOK 310, PLAN 115
 - PLAN BOOK 196, PLAN 20
 - PLAN BOOK 24, PLAN 21
 - PLAN BOOK 61, PLAN 87
 - PLAN BOOK 253, PLAN 32
 - PLAN BOOK 216, PLAN 32
 - PLAN BOOK 180, PLAN 94
 - PLAN BOOK 42, PLANS 111-121
 - PLAN BOOK 17, PLAN 11
 - PLAN BOOK 348, PLAN 19
 - PLAN BOOK 342, PLAN 77
 - PLAN BOOK 186, PLAN 51
 - PLAN BOOK 190, PLAN 109
 - PLAN BOOK 184, PLAN 35
 - PLAN BOOK 182, PLAN 79
 - PLAN BOOK 165, PLAN 53
 - PLAN BOOK 168, PLAN 100
 - PLAN BOOK 208, PLAN 122
 - PLAN BOOK 231, PLAN 6
 - PLAN BOOK 221, PLAN 62
 - PLAN BOOK 82, PLAN 100
 - STATE HIGHWAY LAYOUT 5158
 - STATE HIGHWAY LAYOUT 5122
 - STATE HIGHWAY LAYOUT 5520
 - STATE HIGHWAY LAYOUT 5524
 - STATE HIGHWAY LAYOUT 5987

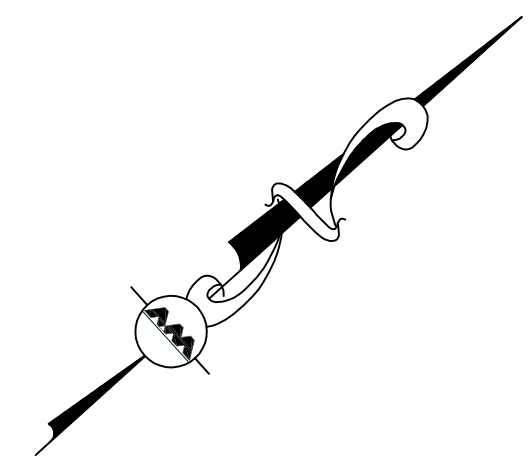
NOTES

1. NORTH ARROW BASED ON MASSACHUSETTS STATE PLANE
2. BOUNDARY LINE (WATERBURY) (NAD83)
3. LOT B-1 AND LOT H-1 ARE TO BE TRANSFERRED TO THE CITY OF SPRINGFIELD
4. THE DISCONTINUED PORTIONS OF HOWARD STREET AND BLISS STREET ARE TO BE TRANSFERRED TO BLUE TARP reDEVELOPMENT.

GRAPHIC SCALE



N:\PROJECTS\1839-02A\SUBMIT\DRAWINGS\1-1839-02A-ROW-ALT.DWG
REV 1679 PG. 92



WE HEREBY CERTIFY THAT:
THIS PLAN IS THE RESULT OF AN ACTUAL
ON-SITE SURVEY AND RECONSTRUCTION
BETWEEN AUGUST 30, 2012 AND JANUARY 8,
2016.
THIS PLAN WAS PREPARED IN ACCORDANCE
WITH THE RULES AND REGULATIONS OF THE
REGISTERS OF DEEDS DATED JANUARY 1,
1976 AND REVISED JANUARY 12, 1998 ARE
OWNERS OF ADJOINING PROPERTIES ARE
SHOWN ACCORDING TO CURRENT CITY OF
SPRINGFIELD ASSESSOR'S INFORMATION
AND THE BEST OF THE BEST OF THE
MY PROFESSIONAL KNOWLEDGE, INFORMATION
AND BELIEF.

ALLEN & MAJOR ASSOCIATES, INC.

ISSUED FOR
REVIEW
JANUARY 21, 2016

PROFESSIONAL LAND SURVEYOR FOR
ALLEN & MAJOR ASSOCIATES, INC.

APPLICANT/OWNER:

BLUE TARP reDEVELOPMENT, LLC
1441 MAIN STREET
SPRINGFIELD, MA 01103

PROJECT: SRINGFIELD, MA
DEPARTMENT OF PUBLIC WORKS

MGM WAY

PROPOSED WAY (11.037± S.F.)

BLISS STREET

PROPOSED TAKING (B-1) (6,748± S.F.)

HOWARD STREET

PROPOSED TAKING (H-1) (1,108± S.F.)

PREPARED FOR

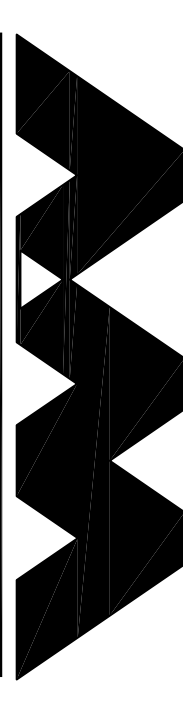
THE BOARD OF PUBLIC WORKS

PROJECT NO. 1839-02A DATE: 05/26/15

SCALE: 1" = 80' DWG NAME: SRINGFIELD.DWG

DRAWN BY: CGB CHECKED BY: KIK

DESIGNED BY:



ALLEN & MAJOR
ASSOCIATES, INC.

civil & structural engineering • land architecture
environmental consulting • interior design

100 COMMERCE WAY

P.O. BOX 3118

WOBURN, MA 01888-0118

TEL: (781) 925-6880 FAX: (781) 925-6880

WOBURN, MA • LANSING, MA • MANCHESTER, NH

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT.

ALL DIMENSIONS REPRESENTATIVE OF CONSULTANT'S MEASUREMENTS.

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DRAWING TITLE: ROADWAY ALTERATION PLAN

SHEET No. 1

NOTICE OF MEETING

CITY OF

SPRINGFIELD, MASSACHUSETTS

PET. NO. 10,272

January 06, 2015

The Board of Public Works, to which was referred the petition of **Blue Tarp reDevelopment** and others, praying:

" To discontinue portion of HOWARD STREET as a public way starting 248.85 feet southwesterly from Main Street for about 491.90 feet with an approximate area of 23,885 SF."

Hereby gives notices that said Board will meet **in the parking lot on 53 Bliss Street Springfield, MA on Wednesday, the twenty (20th) of January, 2016 at five twenty (5:20 P.M.) o'clock in the evening.**

View the plan.

Hear all persons interested therein.

Determine whether the Board shall recommend the proposed discontinuance and street line relocation stated in said Petition.

Estimate any damages resulting from the action of the Board.

JOHN J. FITZGERALD)

MICHAEL E. TRIGGS)

RAYMOND A. AVEZZIE)

BOARD OF PUBLIC WORKS

Attachment: News paper NOTICE OF MEETING FOR PET.10272 (3377 : Howard Street #10,272)



Second Amendment to Host Community Agreement (Mayor Sarno)

Order Approving Second Amendment to Host Community Agreement

WHEREAS, pursuant to "An Act Establishing Expanded Gaming in the Commonwealth", codified at Chapter 194 of the Acts of 2011 and regulations promulgated thereunder (collectively, the "Act"), the Mayor selected "Blue Tarp reDevelopment, LLC, an affiliate of MGM Resorts International" ("Blue Tarp"), as preferred developer, to construct and operate a destination casino resort project in the City on a site bounded generally by State Street, Main Street, Union Street, and East Columbus Avenue; and

WHEREAS, the City and Blue Tarp subsequently entered into a Host Community Agreement which was approved by the City Council and signed by the Mayor and other City officials on behalf of the City; and

WHEREAS, Section 13.15 of the Host Community Agreement allows for amendments by a written instrument signed by the parties; and

WHEREAS, in Section 13.21 of the Host Community Agreement, the City and the Developer (Blue Tarp) agreed to cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the Parties that the Project be successfully completed as expeditiously as is reasonably possible; and

WHEREAS, a "*First Amendment to the Host Community Agreement*", containing an updated description of the Project Site, in order to more accurately reflect the location of the Project pursuant to Blue Tarp's submissions to the Massachusetts Gaming Commission was approved by the City Council on June 22, 2015, authorizing the Mayor to execute and the Mayor did approve and execute the First Amendment to the Host Community Agreement referenced herein on July 1, 2015; and

WHEREAS, Blue Tarp has proposed a "Second Amendment to the Host Community Agreement", a copy of which is attached hereto as Exhibit #1, containing changes which include an updated Exhibit G (Project Description) and a new Exhibit I (Concept Design Documents);

NOW THEREFORE BE IT ORDERED, pursuant to Section 13.15 of the Host Community Agreement, that the City Council hereby:

- I) Approves the Second Amendment to the Host Community Agreement in substantially the same form as the draft Second Amendment submitted by the Mayor to the City Council and attached hereto as Exhibit #1; and

- 2) Authorizes the Mayor to execute the Second Amendment to the Host Community Agreement referenced herein, in substantially the same form as the draft Second Amendment submitted by the Mayor to the City Council and attached hereto as Exhibit #1.

RESULT: LAY ON TABLE

EXHIBIT G **PROJECT DESCRIPTION**

The Project is a mixed-used destination casino resort development, including the following components and approximate square footage:

Component	Description	Approx. Sq. Ft.
<i>Casino & Retail Block</i>		
Gaming	A one-level casino with no fewer than approximately 2,800 - 3,000 slot and video gaming machines, approximately 75 – 100 table games, including a poker room and a high-limit area and related support, security and customer service facilities. Future expansion of the casino may be on a second level.	125,000
Retail	Retail outlets adjoining the casino floor and facing and opening onto Main, State, Howard and Union Streets.	30,000
Cinema	A branded movie cinema with at least six theaters and accompanying food and beverage service.	35,000
Bowling	A branded bowling and entertainment space with ten lanes and accompanying food and beverage service.	12,000
Food and Beverage	Food and beverage amenities allocated among no fewer than seven outlets containing at least ten distinctly branded restaurants, lounges or cafes located along Main, State, Howard and Union Streets.	70,000
Banquet and Conference	Modern, finished banquet and meeting space and related pre-function and back-of-house/food preparation areas planned to complement existing convention facilities at the MassMutual Center and Arena; pre-function space shall front and have access to rooftop garden.	42,500
Hotel	A mid-rise four-star hotel on Main Street with no fewer than 250 keys and amenities and finishes characteristic of the upper upscale market, including an approximate 6,000 square foot spa and fitness facilities with adjacent, 10,000 square foot accessible roof-top outdoor swimming pool and deck, spa terrace and lanai deck.	150,000
Operations Functions/Offices	Executive office, back of house and operations space necessary to support the public spaces and patron amenities.	220,000

Attachment: 2016-01-21 - EXHIBIT G - FINAL (3378 : Second Amendment to Host Community Agreement)

<i>Additional On-Site or Nearby Project Amenities</i>		
Armory Marketplace	An outdoor market place located between the Armory and the relocated French Congregational Church, with ice skating and other seasonal programming.	10,000
Outdoor Plaza	An outdoor public plaza with facilities and infrastructure to host events, a large dynamic video display, outdoor areas for events and concerts that can easily be transformed into interactive environments for exhibitions, art shows and similar functions.	57,000
Rooftop Gardens	Second-level rooftop gardens as an amenity to Hotel and Banquet/Conference patrons with a portion overlooking the Outdoor Plaza (excluding spa terrace, pool deck and lanai deck cited above in Hotel).	20,500
Parking	A parking garage with a high quality interior valet parking arrival/drop off space, bus drop off, bus parking, loading dock and ancillary short-term bus and vehicle parking in surface lots, resulting in parking for approximately 3,500 personal vehicles on-site.	1,250,000
Child Care	A child care center with adjacent, fenced outdoor play area and dedicated drop-off space easily accessible to the Project site.	5,000
Residential	Approximately 54 newly developed market rate higher end upscale urban apartment units owned, operated and/or branded by Developer in pedestrian scaled buildings within one-half (1/2) mile of the boundaries of the Project Site, a minimum of 25 to 30 such apartment units to be available for occupancy within 18 months of the date of this Amendment and the balance to be available by Operations Commencement.	65,000
Commercial Office	Rehabbed commercial Class A office space located at 95 State Street and refurbished commercial space at 101 State/1200 Main Street.	80,000



January 21, 2016

By Email (epikula@springfieldcityhall.com)

Edward Pikula, Esq.
Springfield City Solicitor
36 Court Street
Springfield, MA 01103

Re: Second Amendment to Host Community Agreement

Dear Mr. Pikula:

Attached please find a draft Second Amendment (the "Amendment") to the Host Community Agreement between Blue Tarp reDevelopment, LLC ("MGM Springfield") and City of Springfield (the "City") reflecting the comments and input of your office. We look forward to presenting the Amendment to the City Council for consideration and to the Mayor for final approval.

In that regard, we believe it is important to provide a clear explanation of what the Amendment is intend to accomplish, which we have endeavored to do below.

Schedule Adjustments

As you are aware, the City and MGM Springfield have agreed in principle that a successful opening of MGM Springfield's Project is crucial to its long term success. Given the unexpected schedule changes in the I-91 Viaduct highway reconstruction project, resulting in a contractual completion date in the summer of 2018 rather than the summer of 2017 as originally anticipated, MGM Springfield has adjusted its opening to immediately follow the viaduct construction completion. Section 1 of the Amendment adjusts these dates accordingly. Section 2 of the Amendment adjusts dates for construction drawings accordingly.

Payment Adjustments

As further explained below, under the proposed Amendment, there is no reduction in MGM Springfield's payment commitments to the City. In fact, MGM Springfield is providing an additional \$1 million grant and an additional \$3 million advance.

MGM Springfield has agreed to make an additional \$1 million pre-opening grant to the City in connection with the viaduct related opening delay. MGM Springfield and the City have agreed that this grant should be dedicated to innovative and aggressive public safety programming in preparation for MGM's opening. Section 5 of the Amendment provides for this new grant.

MGM Springfield
One Monarch Place, Suite 910
Springfield, MA 01144
413-273-5000



Under the HCA, MGM Springfield has agreed to interest free advances of \$10 million on the \$17.6 million annual post-opening 121A tax payments. These advances were originally spread over three years in payments of \$4 million, \$3 million and \$3 million. Due to the extended pre-opening period, the City has requested an additional \$3 million interest-free advance (totaling \$13 million), to which MGM Springfield has agreed. Section 3 of the Amendment provides for this additional advance.

Under the HCA, MGM Springfield is also making (i) a \$2.5 million one-time pre-opening payment to the City to assist the City in preparing for our opening and (ii) a \$1 million one-time pre-opening payment to fund improvements to Riverfront Park. The timing of these payments are presently tied to opening. The City has requested that these payments instead be paid on the originally anticipated dates in May 2017 and August 2016. MGM Springfield has agreed to this. Sections 4 and 10 of the Amendment accomplish this.

Design Revisions

As MGM Springfield has publicly discussed over the past several months, we are proposing innovative design revisions, which we believe further enhance the opportunity for the Project's economic and operational success. We are pleased that the City's staff and expert consultants, as well as the Gaming Commission's expert consultants, recognize this as an improved design. Amendments to the HCA are necessary to acknowledge these design revisions. The design of the Project is set forth in Exhibits G and I to the HCA. Exhibit G generally describes the components of the Project and their size and location. Exhibit I incorporates conceptual site plans, design drawings and renderings.

Section 14 of the Amendment replaces Exhibit G with a new exhibit which more accurately describes the Project components in light of the revised design. As discussed, this is where the changes to locations of the proposed hotel and residential components are addressed. The hotel remains a four star hotel with the same number of rooms, but is now a mid-rise on Main Street. The residential component remains at 54 units of market rate housing within one half (1/2) mile of the Project, but the exact location and developer remain to be determined. MGM is seeking within defined parameters to satisfy this requirement of bringing 54 new units downtown prior to opening with flexibility that allows it to find the development opportunities that best suit its economic, marketing and operational objectives while delivering on its promise to the City. We are happy explain to the City Council the various options we are presently exploring. The components in Exhibit G are otherwise materially unchanged.

Section 15 of the Amendment provides that the original conceptual plans from 2013 be removed from Exhibit I and replaced with the full set of site plans ultimately approved by the City Council and the Mayor.

Other Amendments

Section 6 of the Amendment clarifies that MGM Springfield's commitment to provide \$50 million in annual operational spending within Greater Springfield Area includes all Western Massachusetts counties with the City of Springfield as the crucial economic engine of Western Massachusetts.



Section 7 of the Amendment is intended to incentivize former Springfield residents to move back by giving MGM Springfield credit toward its employee residency commitment even where an employee moves to Springfield upon an offer of employment if that employee used to live in Springfield. The HCA as currently drafted would not allow that.

Section 8 of the Amendment updates that traffic mitigation requirement provision of the HCA to reflect that fact that the original traffic studies and mitigation proposals have now been formally incorporated into official Section 61 findings under state law. The HCA will now incorporate those official findings and mitigation requirements.

Section 9 of the Amendment, at the City's request, allows the City more flexibility around the use of the fifteen annual \$500,000 Union Station payments from MGM Springfield.

Section 11 of the Amendment clarifies that the MGM Springfield downtown trolley service will start upon the Project's opening and not during construction.

Section 12 of the Amendment reflects that MGM Springfield has increased the size of its proposed daycare facility from approximately 3,000 square feet to 5,000 square feet to better accommodate the anticipated need.

Section 13 of the Amendment simply deletes a page that was erroneously inserted into Exhibit E, which does not belong there and is superseded by the current Exhibit H, which was included in the HCA under the First Amendment to the HCA.

As always, please do not hesitate to contact me with questions or comments.

Sincerely,

Seth N. Stratton
Vice President & General Counsel

Encl.

cc:

Kevin Kennedy, CDO, City of Springfield
Michael Fenton, President, City Council
John Ziembra, Ombudsman, Massachusetts Gaming Commission
Michael Mathis, President, MGM Springfield

**SECOND AMENDMENT TO THE HOST COMMUNITY AGREEMENT BY AND
BETWEEN CITY OF SPRINGFIELD, MASSACHUSETTS AND
BLUE TARP REDEVELOPMENT, LLC**

This Amendment dated _____, 2016 is made to the Host Community Agreement By and Between City of Springfield, Massachusetts and Blue Tarp reDevelopment, LLC (the “Agreement”) as of May 14, 2013 as amended on _____.

WHEREAS, the City of Springfield Massachusetts and Blue Tarp reDevelopment, LLC (collectively referred to as the “Parties”)¹ wish to amend the Agreement as further provided below;

NOW THEREFORE, for good and valuable consideration the Agreement is hereby amended as follows:

*(1) **Section 1** to the Agreement shall be amended by deletion of the existing definitions (dd), (tt) and (qqq) and insertion in place thereof the following definitions:*

*(dd) **“Construction Completion Date”** means the date occurring the later of (i) August 6, 2018 or (ii) the date on which Milestone No. 3 – Full Beneficial Use of the I-91 Viaduct (as outlined in Mass DOT Project Summary – Springfield I-91 Viaduct Deck Replacement #607731) is achieved.*

*(tt) **“Final Completion Date”** means the date occurring no later than thirty (30) days following the Construction Completion Date.*

*(qqq) **“Operations Commencement Date”** means the date occurring no later thirty (30) days following the Construction Completion Date*

*(2) Sentence five (5) of **Section 3** to the Agreement shall be amended and replaced in its entirety as follows:*

To determine compliance with the Concept Design Documents and the Project Description, Developer shall submit the following to the City: (i) no later than six (6) months following the issuance by the Commission of a Category 1 license to Developer having no material conditions that are unacceptable to Developer, final Project design documents; (ii) no later than November 7, 2016, fifty percent (50%) construction documents for the Project, and (iii) no later than April 7, 2017, ninety-five percent (95%) construction documents for the Project.

*(3) The last sentence of **Section 3.5** to the Agreement shall be amended and replaced in its entirety as follows:*

No earlier than July 2, 2015 and no later than August 31, 2015, Developer shall make a prepayment to the City of Four Million Dollars (\$4,000,000); no earlier than October 2, 2015 and no later than November 2, 2015, Developer shall make a prepayment to the City of Three Million Dollars (\$3,000,000); no earlier than October 2, 2016 and no later than October 31, 2016, Developer shall make a prepayment to the City of Three Million Dollars (\$3,000,000); and no earlier than October 2, 2017 and no later than October 31, 2017, Developer shall make a prepayment to the City of Three Million Dollars (\$3,000,000) collectively (the “**Prepayments**”).

¹ MGM Springfield reDevelopment, LLC executed a Joinder to the Agreement.

(4) *Paragraph 1 in Exhibit A to the Agreement shall be amended and replaced in its entirety as follows:*

1. No later than May 8, 2017, Two Million Five Hundred Thousand Dollars (\$2,500,000).

(5) *Exhibit A to the Agreement shall be amended by adding the following paragraph after paragraph 3:*

4. No later than October 31, 2017, One Million Dollars (\$1,000,000) to be used to assist in the funding of new and innovative additional methods to deploy public safety resources in the general area bounded Southerly by Main Street at the intersection of Mill Street; Westerly by West Columbus Avenue; Northerly by Liberty Street, and Easterly by Dwight Street, in a variety of ways, to ensure maximum police visibility in such area and to enable officers to provide quick response times to calls for service in such area. Expenditures may include, without limitation, expenses for enhanced police technology, infrastructure, supportive equipment, and personnel services, as well as additional resources for the dissemination of information to the public.

(6) *Paragraph 6 in Exhibit C to the Agreement shall be amended and replaced in its entirety as follows*

Developer shall exercise its best efforts to ensure that at least Fifty Million Dollars (\$50,000,000) of its annual biddable goods and services are prioritized for local procurement, meaning principally Springfield, but including the surrounding Greater Springfield Area, meaning Hampden, Hampshire, Franklin and Berkshire Counties. Such local businesses shall not be guaranteed any awards but shall be given preferential consideration if all other aspects of the respective bid responses are competitive with non-local businesses.

(7) *Paragraph 7(a) in Exhibit C to the Agreement shall be amended and replaced in its entirety as follows:*

“City Resident” means any person for whom the principal place of residence is within the City as of the date of such person’s hire. However, if any such person’s residency occurs within three (3) months of the date of such hire as a result Developer’s prior express agreement to hire, such person shall not be considered a “City Resident” under this definition unless such person had previously resided in the City for at least one (1) year. The intent of this provision is to create an incentive for those individuals who may have left the area to return to Springfield. Proof of residence may include, but is not limited to, the following: a valid Massachusetts driver’s license indicating a City permanent residence, utility bills, proof of voter registration within the City or such other proof indicating a permanent residence within the City.

(8) *Paragraph 1 in Exhibit E to the Agreement shall be amended and replaced in its entirety as follows:*

1. Traffic Improvements

The Developer shall implement or fully fund, as applicable, on a timely basis according to a schedule agreed to by the City and not later than the Construction Completion Date (except for those measures that by their terms extend beyond the Construction Completion Date) the transportation

mitigation measures provided by the Commission's findings issued pursuant to M.G.L. c. 23K and M.G.L. c. 30 § 61 dated December 22, 2015 and by the individual M.G.L. c. 30 § 61 findings for each other state agency with jurisdiction to issue any state permit for the Project (collectively, the "Section 61 Findings"), as the same may be modified from time to time by the Commission and such other state agency in accordance with the terms and provisions of the Section 61 Findings.

(9) **Paragraph 2(b) in Exhibit E to the Agreement shall be amended and replaced in its entirety as follows:**

(b) In lieu of Developer's obligations in Paragraph 2(a) above, the SRA shall have the right to require that Developer shall enter into an agreement with the SRA to make fifteen (15) annual payments to the SRA of Five Hundred Thousand Dollars (\$500,000) each, with the first such annual payment commencing not later than August 8, 2016 and on each anniversary date thereof until fully paid.

(10) **Paragraph 3 in Exhibit E to the Agreement shall be amended and replaced in its entirety as follows:**

3. Riverfront Park

No later than August 8, 2016, the Developer shall provide the City with a grant of One Million Dollars (\$1,000,000) to be used by the City to fund improvements at Riverfront Park.

(11) **The first three (3) words in Paragraph 6 in Exhibit E to the Agreement shall be amended and replaced in their entirety with "Upon Operations Commencement".**

(12) **Paragraph 8(a) in Exhibit E to the Agreement shall be amended by deleting the number "3,000" and replacing it with the number "5,000".**

(13) **Exhibit E to the Agreement shall be amended by deleting the eighth page thereof, which is a project site parcel map inadvertently included in such Exhibit, which has been superseded by the First Amendment to the Host Community Agreement replacing Exhibit H.**

(14) **Exhibit G shall be amended and replaced in its entirety with the attached Exhibit G.**

(15) **Exhibit I shall be amended and replaced in its entirety with the site plan submitted by the Developer and approved by the City in accordance with Section 8.5 of the Springfield, Massachusetts Zoning Ordinance, copies of which are on file in the Office of Planning and Economic Development and the Office of the City Clerk.**

All other terms and provisions of the Agreement shall continue to have full force and affect.

CITY OF SPRINGFIELD, MASSACHUSETTS,
a municipal corporation

Approved:

Chief Development Officer

Date Signed: _____

Approved as to appropriation:

City Comptroller

Date Signed: _____

Approved as to form:

Edward Pikula, City Solicitor

Date Signed: _____

Reviewed:

Acting Chief Administrative and
Financial Officer

Date Signed: _____

APPROVED:

DOMENIC J. SARNO, MAYOR

Date Signed: _____

BLUE TARP reDEVELOPMENT, LLC, a Massachusetts
limited liability company,

MICHAEL MATHIS, President and Chief Operating Officer

Dated Signed: _____

MGM SPRINGFIELD reDEVELOPMENT, LLC, a
Massachusetts limited liability company,

MICHAEL MATHIS, Authorized Signatory

Dated Signed: _____



City of Springfield

Special Meeting

~ Agenda ~

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

Linda Fitzpatrick
413-787-6559

Tuesday, January 26, 2016

5:30 PM

Springfield City Hall -- Council Chambers

January 22, 2016

I HEREBY CERTIFY THAT I have this date notified the members of the City Council of the City of Springfield of a **SPECIAL MEETING** to be held on **Tuesday, January 26, 2016 at 5:30 P.M.** the City Council Chambers by First Class Mail of said notice to the last and usual place of abode to: COUNCILORS Timothy C. Allen, Thomas M. Ashe, Adam Gomez, Melvin A. Edwards, Michael A. Fenton, Justin Hurst, Marcus J. Williams, Orlando Ramos, Timothy J. Rooke, Kenneth E. Shea, E. Henry Twiggs, Kateri B. Walsh, Bud L. Williams, a notice of said meeting duly signed by the Council President and I further certify that I have duly notified said City Councilors in the manner aforesaid in accordance with the law.

Subscribed and sworn to before me, this 22th day of January, 2016.

Wayman Lee, Esq., City Clerk

Attachment: January 26, 2016 Notice (3378 : Second Amendment to Host Community Agreement)