



City Council
Finance Sub-Committee
~ Agenda ~

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

Gladys Oyola-Lopez
413-787-6096

Monday, July 17, 2023

5:30 PM

Hybrid Room 200

I. Call to Order

5:30 PM Meeting called to order on July 17, 2023 at Hybrid Room 200, 36 Court Street, Springfield, MA.

II. Public Portion

III. Orders

1. Order (ID # 7541)

State 911 Support & Incentive Grant - No Match - \$992,816.00

ATTACHMENTS:

- FY24 S&I Grant Set Up Form (PDF)

2. Order (ID # 7531)

Department of Mental Health Jail/Arrest Diversion Program - No Match Required - \$367,474

ATTACHMENTS:

- JDP24 (PDF)

3. Order (ID # 7533)

COVID-19 Case Investigation and Contact Tracing- No Match Required \$300,000.00

ATTACHMENTS:

- HHS COVID Investigation & COVID Tracing grant

4. Order (ID # 7542)

State 911 Training Grant - No Match - \$266,225.16

ATTACHMENTS:

- FY24 Training Grant Set Up Form (PDF)

5. Order (ID # 7532)

Community Mitigation Grant - No Match Required - \$135,200

ATTACHMENTS:

- MIT24 (PDF)

6. Order (ID # 7530)

FY24 Local Consumer Aid Grant - No Match Required \$125,000.00

ATTACHMENTS:

- FY24 MOCI Grant Award Letter (PDF)
- FY24 MOCI Request for Grant Setup Form (PDF)

7. Order (ID # 7536)

Expanding COVID-19 Vaccination Grant Award Increase - No Match Required \$27,500.00

ATTACHMENTS:

- ECV Grant Set Up Form

8. Order (ID # 7535)

FY24 SHINE Grant - No Match Required \$14,371.00

ATTACHMENTS:

- SHINE Partial FY24 Grant Setup Form

9. Order (ID # 7540)

Bond Authorization - Various Municipal Purposes - \$10,000,000.00

ATTACHMENTS:

- CAFO Cert - Bond Auth - \$10M Various Purposes (PDF)

10. Order (ID # 7538)

Bond Authorization - Court Square Improvements - \$6,000,000.00

ATTACHMENTS:

- CAFO Cert - Bond Auth - \$6M Court Square Improvements (PDF)

11. Order (ID # 7537)

Bond Authorization - DPW Vehicles - \$5,000,000.00

ATTACHMENTS:

- CAFO Cert - Bond Auth - \$5M DPW Vehicles (PDF)

12. Order (ID # 7548)

Order Approving Contract Over 3 Years for Lease Purchase Financing of Grounds Equipment

13. Order (ID # 7539)

Order Approving Lease of Space at 70 Tapley Street to the Springfield Retirement Board

State Law requires the City Council and the Mayor to approve a lease of City property to another party. This lease includes a longer rental term than the prior lease. The rent for the first 5 years is \$22,278.96 per year.

ATTACHMENTS:

- Exhibit #1, Draft Lease between the City and the Springfield Retirement Board for space at 70 Tapley Street pdf (PDF)

14. Order (ID # 7544)

May Revenue Vs. Expenditure Report

ATTACHMENTS:

- May Revenue Vs. Expenditure Report (PDF)

15. Order (ID # 7547)

Order Authorizing the Transfer of Real Property Known as 169 Maple Street and South Side Central Street to Davenport Advisors LLC

Sale and Redevelopment of 169 Maple Street

ATTACHMENTS:

- City Council Order - 169 Maple Street Disposition (PDF)

16. Order (ID # 7534)

Springfield City Library Donation - \$120.00

ATTACHMENTS:

- Libraries Donation_Redacted

17. Order (ID # 7543)

FY24 Community Foundation of Western MA Donation for Old First Church - \$45,900.00

ATTACHMENTS:

- Letter from Community Foundation with check for \$45,900 for Old First Church to preserve meetinghouse and Organ, grant (PDF)



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 06/26/2023

Department Requesting Grant Setup SEC (Dispatch)

Department Phone # (Please include extension) (413)787-6409

Name and Title of Person to Contact in Case of Questions David A. Wells

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 89523

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) Y 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: FY24 State 911 Support and Incentive Grant

Total Grant Amount Awarded: \$992,816.00

Is this a Reimbursable Grant?

(Y/N) Y

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

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

Entity Name	State 911 Department
Contact Person	Cindy Reynolds
Street Address	151 Campanelli Dr, Suite A
City, State, Zip Code	Middleborough, MA 02346
Telephone	508-821-7299
Fax	508-828-2585
E-Mail	911deptgrants@state.ma.us

Actual Award Date

Board Approval Date

Start Date

Expiration Date 6/30/24

Renewal Action Date (optional) N/A

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Costs supporting the function of the 911 service in the City

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 (**Recommended**)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

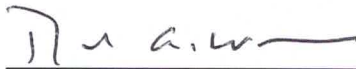
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28952500

Object Codes: 501000 (\$779,281)
 506000 (\$195,000)
 508000 (\$3,535)
 505000 (\$15,000)

Budget Roll-Up Codes: **ALL**

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



Signature

26 June 2023

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.



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request
07/17/2023

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?
Yes JDP23 (please use JDP24 for this one)

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) **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

X State DOE– School
 State Other – School
 State – City
 Private/Other

Grant Name:
Jail Diversion/Arrest Co-Response Program

Total Grant Amount Awarded: **\$367,474.00**

Is this a Reimbursable Grant? **Yes**

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

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

Entity Name	Department of Mental Health
Contact Person	Mich Rygiel
Street Address	25 Staniford Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-626-8018
Fax	617-626-8014
E-Mail	Michleen.rygiel@state.ma.us

Actual Award Date

Board Approval Date

Start Date **07/01/2023**

Expiration Date **06/30/2024**

Renewal Action Date (optional)

If there are any Matching Funds:

Type
 Percent
 Amount

Comments re: Description/Purpose of Grant
Police/Clinician Co-Response

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # _____ :

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

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

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

Budget Roll-Up Codes:

530105 - \$367,474.00 (BHN)

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


Signature

7/10/2023
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

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Revised July 9, 2016

Department of Mental Health
Master Agreement- Jail/Arrest Diversion Program
Statement of Work (SOW)

Procurement: **BD-18-1022-DMH08-82108-21306** Contract ID: **SCDMH822024088310000**

Contractor Name: **City of Springfield Police Department Sean Pham SPham@springfieldcityhall.com**

DMH Sponsor Name: **Director of Jail and Arrest Diversion Initiatives: Joanne Barros**

Proposed Dates of Service (not to exceed current state fiscal year)

From: **1-Jul-23**

To: **30-Jun-24**

Cost Estimate

Proposed Hours: **N/A**

Hourly Rate: **N/A**

Total (not to exceed) Cost: **\$367,474**

Scope and Payment

Scope of Engagement

Co-Response Jail/Arrest Diversion Program:

The City of Springfield will use grant funds for a co-response jail/arrest diversion program. Grant funds will be used to have a co-responding clinician respond with Springfield police to crisis and follow-up calls. The City of Springfield will subcontract clinical co-response staff (3 FTE) and a clinical supervisor (0.6 FTE) with a human service provider. Co-response will be an integrated and extended approach of Springfield's response to crisis calls and follow-ups. The co-responder will ride with Springfield Police officers to behavioral health crisis calls when possible or otherwise safely parallel respond with police as described here: "During non-ride along calls, clinicians will respond to the call after dispatched officers have arrived at the scene. The safety of the Co-Response clinician is maintained by officers making the scene safe prior to the arrival of the clinician. When officers are dispatched to calls that require a co-response, the Springfield Emergency Communications Dispatch will dispatch officers and a clinician. Co-Response clinicians are provided department radios and monitor calls for service. Upon hearing a call that may require a Co-Response clinician, the clinician will also proceed to the call location in a separate vehicle and await instructions. During this time any useful information developed regarding the incident can be provided to the responding clinician by radio. Upon officers' arrival, they will secure the scene and notify the clinician that it is safe to enter the scene. Officers will remain on scene until it is determined there is no longer a threat." The co-responders will have an office and desk at the Springfield PD. Co-responders will input behavioral health incident data (crisis and follow-up responses) into the new statewide JDP database. Funds may be used for necessary equipment for the co-responder, including office equipment, cell phone, computer, office supplies, and outreach. The Springfield PD will participate in the hiring and approval of any of the clinical co-responders. The co-responders will attend mandatory training at the CR-TTAC when available. The co-responders will attend police-based trainings when appropriate and provide behavioral health trainings to police through roll call, etc. The grant will also fund the travel and attendance at co-response or CIT conferences for the co-responders as approved by the DMH grant manager, and other behavioral health trainings for co-responders as approved by the DMH grant manager. The City of Springfield may use funds to subcontract the supervision of the clinician to the provider through this grant. The grant provided under this SOW includes Federal assistance related to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State Fiscal Recovery Fund ("FRF") in the amount of \$367,474. The DMH Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum is attached and incorporated herein for FY 24.

Deliverables and Payment

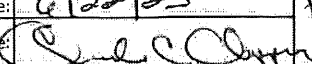
Grantee completes a Commonwealth Payment Voucher to invoice DMH for payment.

Grantee provides documentation of actual expenses corresponding to line items represented in the Attachment D Budget Sheet.

Grantee provides a copy of all training Certificates of Completion.

Grantee provides quarterly report data including:

1. Number of police officers in the Springfield Police Department.
 2. Number of police officers (and other first responders/dispatch) trained, type of training, and total hours of training received via this SOW
 3. Number of behavioral health-related calls per year by the Springfield Police Department, beginning at award.
 4. Number of behavioral health-related calls per year with a trained officer responding, beginning at award.
 5. Number of co-response calls vs. number of parallel response calls involving clinicians
 6. Number of co-response clinician hours received
 7. Number of behavioral health-related outreach contacts by the police, with or without a clinician
 8. Number of Jail/Arrest or E.D. diversions made and actual destination or specific diversion made.
 9. Number of internal and external stakeholder meetings hosted by and or attended by the Springfield PD, related to the Jail/Arrest Diversion Program
- Invoices for reimbursement for actual expenditures may be submitted at any time within the dates of service of this SOW agreement. Monthly invoicing is preferred when costs are incurred. (Quarterly invoicing may be appropriate in some cases.) Expenses within a fiscal year will be reimbursed by funds authorized for that fiscal year only. Final invoices must be submitted in adherence to the submission deadline established by the Commonwealth.

Contractor	
Authorized Signatory Name:	Cheryl C. Clapprood
Date:	6/22/23
Signature:	

Department of Mental Health	
Authorized Signatory Name:	
Date:	
Signature:	



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All fields are mandatory.

Date of Request 06/26/2023

Department Requesting Grant Setup SEC (Emergency Communications)

Department Phone # (Please include extension) 413-787-6409

Name and Title of Person to Contact in Case of Questions David Wells

Was this Grant previously setup for a prior fiscal year? 23895
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) Y 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: FY24 State 911 Department Training Grant

Total Grant Amount Awarded: \$266,225.16

Attachment: FY24 Training Grant Set Up Form (7542 : State 911 Training Grant - No Match - \$266,225.16)

Is this a Reimbursable Grant? (Y/N) Y
 A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	State 911 Department
Contact Person	Cindy Reynolds
Street Address	151 Campanelli Dr, Suite A
City, State, Zip Code	Middleborough, MA 02346
Telephone	508-821-7299
Fax	508-828-2585
E-Mail	911deptgrants@state.ma.us

Actual Award Date

Board Approval Date

Start Date

Expiration Date 6/30/24

Renewal Action Date (optional) N/A

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Costs supporting function of the 911 service in the City

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 (**Recommended**)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

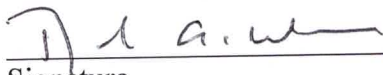
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28952500

Object Codes: 501000 (\$46,125.20)
506000 (\$94,844.96)
531020 (\$95,019)
531040 (\$7,236)
542300 (\$22,000)
571100 (\$1,000)

Budget Roll-Up Codes: **ALL**

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


Signature

26 June 2023
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

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All fields are mandatory.

Date of Request

07/17/2023

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:

MIT23 (please use MIT24 for this one)

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

Attachment: MIT24 (7532 : SPD Community Mitigation Grant - No Match Required - \$135,200)

Private/Other

Grant Name:

Community Mitigation Specific Impact Grant

Total Grant Amount Awarded:

\$135,200.00

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	Massachusetts Gaming Commission
Contact Person	Joseph Delaney
Street Address	101 Federal Street
City, State, Zip Code	Boston, MA 02110
Telephone	617-721-9198
Fax	617-725-0258
E-Mail	joseph.delaney@massgaming.gov

Actual Award Date

TBD

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Specific Impact Grant – Award to be used for costs related to identified special deployments, marked cruiser for the GEU, sexual assault training, steel barricades and a Metro Division Drone and training.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

Attachment: MIT24 (7532 : SPD Community Mitigation Grant - No Match Required - \$135,200)

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

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

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

Org Code: **28952100**

Object Codes: **580700 - \$59,600**
506000 - \$50,000
531020 - \$12,000
558100 - \$13,600

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

7/10/2023
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: MIT24 (7532 : SPD Community Mitigation Grant - No Match Required - \$135,200)



June 15, 2023

Via Email

Sean Pham
Senior Budget Analyst
36 Court Street
Springfield MA 01103

Trevor Crawford
Police Budget Analyst
130 Pearl Street
Springfield MA 01105

Re: 2023 Public Safety Grant Award - Springfield

Dear Mr. Pham and Mr. Crawford

I am pleased to inform you that on June 15, 2023 the Massachusetts Gaming Commission authorized the award of \$135,200.00 to Springfield for its Public Safety grant. This partial funding is for overtime costs (\$50,000), one marked police cruiser (\$59,600), sexual assault training (\$12,000), Steel Barricades (4,800) and the Metro Division Drone and training (\$8,800). Please note that any and all conditions set by the Commission will be included in your grant contract.

In a few weeks you will receive your grant award package that will include the terms and conditions of your grant and the state contract that will need to be completed by a staff member with signatory authority for Springfield.

If you or your staff have any questions, please do not hesitate to contact Joseph Delaney at 617-721-9198 or via e-mail at Joseph.Delaney@massgaming.gov.

Best,

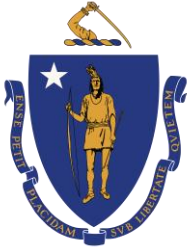
A handwritten signature in dark ink, appearing to read 'Joe Delaney'.

Joseph E. Delaney, Chief of Community Affairs

cc: MGC Commissioners
CMF Review Team

Massachusetts Gaming Commission
101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 |
www.massgaming.com

Attachment: MIT24 (7532 : SPD Community Mitigation Grant - No Match Required - \$135,200)



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

June 16, 2023

Via E-MAIL ONLY

Milagros S. Johnson, Director

mjohnson@springfieldcityhall.com

City of Springfield, Mayor's Office of Consumer Information
36 Court Street, Room 315
Springfield, MA 001103-1699

RE: Fiscal Year 2024 Local Consumer Aid Fund Grant Award

Dear Milagros Johnson:

Congratulations! I am pleased to award the **City of Springfield, Mayor's Office of Consumer Information** with a Fiscal Year 2024 (July 1, 2023 - June 30, 2024) Local Consumer Aid Fund grant of **\$125,000.00** for the operation of a Local Consumer Program.

This award is made subject to the conditions detailed on the FY2024 LCAF Local Consumer Program Standards & Responsibilities and the forthcoming Scope of Services to ensure compliance with the terms of the grant.

Grant contract documents and submission instructions will be emailed to you in the coming days. If you have any questions in the meantime, please reach out to Melissa Armstrong at Melissa.Armstrong@mass.gov.

Thank you for your continuing work to support consumers in our state. I look forward to a successful and productive joint effort in the coming year.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Andrea Campbell'.

Andrea Campbell
Massachusetts Attorney General

Attachment: FY24 MOCI Grant Award Letter (7530 : FY24 Local Consumer Aid Grant - No Match Required \$125,000.00)



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All fields are mandatory.

Date of Request

6/21/23

Department Requesting Grant Setup

Mayor's Office of
Consumer Information

Department Phone # (Please include extension)

750-2890

Name and Title of Person to Contact in Case of Questions

Milagros S. Johnson,
Director

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

87524

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) N/A 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: Local Consumer Program

Total Grant Amount Awarded: \$125,000.00

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

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

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

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

Actual Award Date 6/16/2023

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2024

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Is there any Leverage? HUD FUNDING ONLY

Source
Amount

Comments re: Description/Purpose of Grant

Consumer advocacy and educational outreach for Hampden County and parts of Worcester County.

Comments re: Conditions/Restrictions of Grant

Adhere to AGO's Standards and Responsibilities.

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

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

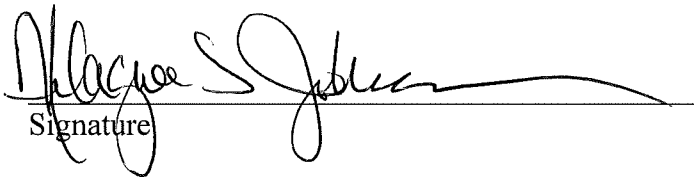
Org Code: 28751201-85724

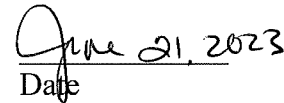
Object Codes:

461000	GRANT REVENUE STATE	\$125,000.00
501000	SALARIES & WAGES	117,845.00
527020	RENTAL – OFFICE EQUIPMENT	1,397.76
534100	POSTAGE AND DELIVERY	1,600.00
524010	OFFICE SUPPLIES	2,357.24
547110	IN-STATE TRAVEL	800.00
531730	TEMPORARY SERVICE (INTERN/S)	1,000.00

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.

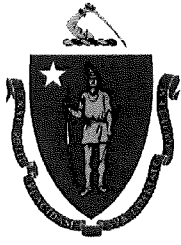

Signature


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.



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

June 16, 2023

Via E-MAIL ONLY

Milagros S. Johnson, Director
mjohnson@springfieldcityhall.com
City of Springfield, Mayor's Office of Consumer Information
36 Court Street, Room 315
Springfield, MA 001103-1699

RE: Fiscal Year 2024 Local Consumer Aid Fund Grant Award

Dear Milagros Johnson:

Congratulations! I am pleased to award the **City of Springfield, Mayor's Office of Consumer Information** with a Fiscal Year 2024 (July 1, 2023 - June 30, 2024) Local Consumer Aid Fund grant of **\$125,000.00** for the operation of a Local Consumer Program.

This award is made subject to the conditions detailed on the FY2024 LCAF Local Consumer Program Standards & Responsibilities and the forthcoming Scope of Services to ensure compliance with the terms of the grant.

Grant contract documents and submission instructions will be emailed to you in the coming days. If you have any questions in the meantime, please reach out to Melissa Armstrong at Melissa.Armstrong@mass.gov.

Thank you for your continuing work to support consumers in our state. I look forward to a successful and productive joint effort in the coming year.

Very truly yours,

Andrea Campbell
Massachusetts Attorney General

Attachment: FY24 MOCI Request for Grant Setup Form (7530 : FY24 Local Consumer Aid Grant - No Match Required \$125,000.00)

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: 07/17/2023
Re: Order for Council Meeting – 07/17/2023
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 17, 2023 Council meeting, which authorizes the City to pay \$10,000,000 for various municipal purposes including, but not limited to, capital improvements to Veterans and Franconia Municipal Golf Course Club Houses, Cyr Arena skating rink and the Barney Carriage House, located in Forest Park.

Background: This funding will be used to pay costs of capital improvements to outdoor and indoor recreational facilities, remodeling and constructing or reconstructing buildings.

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 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: 07/17/2023
Re: Order for Council Meeting – 07/17/2023
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 17, 2023 Council meeting, which authorizes the City to pay \$6,000,000 to pay the costs associated with improvements to Court Square.

Background: This funding will be used to pay the costs associated with improvements to Court Square, consisting of sidewalks, pavers, landscape, drainage, electrical and other improvements to Court Square Park, as well as roadway improvements to Main Street, Court Street, Elm Street and Court Square Way.

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 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: 07/17/2023
Re: Order for Council Meeting – 07/17/2023
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 17, 2023 Council meeting, which authorizes the City to pay \$5,000,000 for the purchase of vehicles and outfitting for the Springfield Department of Public Works (“DPW”).

Background: The purchase of new vehicles will include five (5) new solid waste trucks, and will replace a portion of the DPW’s aging fleet, which will allow for the DPW to continue collecting trash on a daily basis, save money on repair costs, and reduce the amount of time vehicles will spend out of service.

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 - Bond Auth - \$5M DPW Vehicles (7537 : Bond Authorization - DPW Vehicles - \$5,000,000.00)

CITY CONTRACT NO: _____

**LEASE OF SPACE TO SPRINGFIELD RETIREMENT BOARD
AT 70 TAPLEY STREET**

Upon execution by all parties, this lease agreement (the "Agreement" or "Lease") shall be effective as of July 1, 2023, between the **City of Springfield**, a municipal corporation with principal offices at 36 Court Street, Springfield, MA 01103, acting by and through its Department of Parks, Buildings, and Recreation Management and with the approval of the Mayor (the "Landlord" or "City"), and the **Springfield Retirement Board**, a member of the Massachusetts Retirement System, with principal offices at 70 Tapley Street, Springfield, MA 01104 (the "Tenant").

WHEREAS, the Tenant desires to continue to rent from the Landlord certain real estate for use as its headquarters; and

WHEREAS, the Landlord is willing to rent said real estate to the Tenant under the terms and conditions of this Agreement; and

WHEREAS, under Mass. Gen. Laws ch. 30B, sections 1 and 16, the City may lease space in a City building to another governmental entity, such as the Retirement Board, and such lease agreements are not subject to bidding; and

WHEREAS, Massachusetts General Laws chapter 40, section 3, requires that the City Council and the Mayor approve the lease of any part of a City-owned building to another party;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

LEASED PREMISES

1. The Landlord agrees to lease to the Tenant and the Tenant agrees to rent from the Landlord certain space within the Richard E. Neal Municipal Operations Center ("Building") located at 70 Tapley Street, Springfield, MA, which space is depicted in the floor plan attached hereto as Exhibit A (the "Premises"). The Premises consists of general office space and a meeting room.
2. In addition to the Premises, the Tenant shall have the use of six parking spaces for its employees, and general public parking spaces for its customers and invitees. With the prior consent of the Director of the Department of Public Works and the Director of the Department of Parks, Buildings and Recreation, the Tenant may from time to time use training rooms, break rooms, and other rooms at the Building, subject to availability.
3. The Tenant understands that the Landlord will be using the portions of the Building not leased to the Tenant for the operation of the Landlord's business. The Tenant shall not

make any use of the Premises that interferes with the Landlord's use of the Building, nor allow anyone under its control to interfere with the Landlord's use of the Building.

TERM AND TERMINATION

4. Initial Term: The initial term of this Agreement shall commence on July 1, 2023 and expire on June 30, 2024 (the "Term").
5. Renewal Terms:
 - a) First Renewal Period: The Landlord may in its sole discretion renew this Agreement for up to four (4) additional one-year terms (7/1/24-6/30/25; 7/1/25-6/30/26; 7/1/26-6/30/27; and 7/1/27-6/30/28). Additional renewal terms run from July 1st to June 30th, each one, a "Renewal Term". The Tenant shall submit a request for renewal of the Lease at least 30 days prior to the end of the current lease term. Upon timely receipt of the Tenant's request for renewal, the Landlord will respond prior to the expiration of the then-current term.
 - b) Second Renewal Period: The Landlord may in its sole discretion renew this Agreement for up to five (5) additional one-year terms (7/1/28-6/30/29; 7/1/29-6/30/30; 7/1/30-6/30/31; and 7/1/31-6/30/32). Additional renewal terms run from July 1st to June 30th, each one, a "Renewal Term". The Tenant shall submit a request for renewal of the Lease at least 30 days prior to the end of the current lease term. Upon timely receipt of the Tenant's request for renewal, the Landlord will respond prior to the expiration of the then-current term.
6. Either party may terminate this Agreement for convenience upon 30 days' written notice to the other party. In the event of termination for convenience, the Tenant shall pay the Landlord rent up to the effective date of termination.
7. Either party may terminate this Agreement for breach upon 30 days' written notice to the other party that specifies the alleged breach. The party alleged to be in breach shall have the right to cure said breach within the 30-day period.

RENT AND OTHER PAYMENTS

8. The Tenant shall pay the Landlord annual rent in the amount of **Twenty-Two Thousand, Two Hundred and Seventy-Eight Dollars and Ninety-Six Cents (\$22,278.96)** for the initial term of this Agreement, and for any renewal terms approved by the City and exercised during the First Renewal Period. Rent shall be payable in twelve equal monthly installments, in advance on the first day of each month, without the need for an invoice from the Landlord.
9. If City agrees to extend the Lease into the Second Renewal Period, the City's Department of Facilities Management will notify the Tenant 30 days in advance of any proposed rent increase, otherwise the rent will remain the same as set forth in Section 8 above for any renewals approved by the City and exercised during the Second Renewal Period.

10. Rent payments shall be made out to the "City of Springfield" and mailed or delivered to:

City of Springfield
 Department of the Treasurer/Collector
 36 Court Street
 Springfield, MA 01103

11. Subject to appropriation, the Landlord shall pay the entire expense for water, sewer, heat and electricity for the Premises. The Tenant's only remedy if the Landlord fails to pay such expenses is, upon 60 days' prior written notice, to terminate this Agreement and vacate the Premises.
12. The Tenant shall be solely responsible for the cost, installation and maintenance of any telecommunications, cable, internet and computer equipment and services at the Premises. The Tenant shall obtain the written consent of the Landlord's Executive Director of Parks, Buildings and Recreation Management prior to installing any telecommunications, cable, internet or computer equipment or services at the Premises.

CONDITIONS OF USE

13. Tenant shall use the Premises only for the purposes of usual office activities of the Tenant's business as the Springfield Retirement Board.
14. The Tenant shall inform the Landlord's Executive Director of Parks, Buildings and Recreation Management in writing of the days and hours during which it expects to use the Premises. The Landlord's Executive Director of Parks, Buildings and Recreation Management may impose reasonable restrictions on the days and hours during which the Premises may be used.
15. The Tenant shall not charge any fees or admission for the use of the Premises without the Landlord's prior written approval.
16. Except as otherwise provided herein, the Tenant shall have quiet use and possession of the Premises without hindrance or interruption by the Landlord.
17. At the expiration or earlier termination of this Agreement, the Tenant shall remove all of its property from the Premises within 30 days, and deliver the Premises to the Landlord in substantially the same condition as it existed at the commencement of this Agreement, reasonable wear and tear and casualty not caused by the acts or omissions of the Tenant excepted.
18. The Tenant shall defend, indemnify, and hold harmless the Landlord from and against all claims of any kind for any loss or liability, including but not limited to claims on account of injury or damage to any person or property, arising out of or based on the Tenant's use of the Premises, the Tenant's acts and omissions, or the acts and omissions of Tenant's agents and other persons under Tenant's control, acting on its behalf, or who are on the

Demised Premises as Tenant's invitees.

REPAIRS, MAINTENANCE AND CASUALTY

19. The Tenant hereby accepts the Premises "as is" and agrees that the Premises do not require any improvements, alterations or repairs.
20. The Landlord shall be responsible for repairs to and maintenance of the Premises, including snow removal from the parking lot of the Building. The Tenant shall notify the Landlord of the need for any repair or of any nuisance or dangerous or defective condition on the Premises as soon as practicable. The Tenant's only remedy if the Landlord fails to make repairs is, upon 60 days' prior written notice, to terminate this Agreement and vacate the Premises.
21. The Tenant shall maintain the Premises in substantially the same condition as when this Lease commenced, usual wear and tear excepted, and shall not create any nuisance or dangerous or defective conditions on the Premises. The Tenant shall not make any repairs or alterations to the Premises without prior approval of the Executive Director of Parks, Buildings and Recreation Management, and shall not allow and shall immediately discharge any mechanics or similar liens placed on the Landlord's property as a result of the acts or omissions of the Tenant.
22. If the Premises is wholly or partially destroyed by fire or other casualty, then at the election of either the Landlord or the Tenant, this Agreement may be terminated and the Tenant's only remedy shall be to vacate the Premises.
23. The Landlord and its authorized agents may enter and view the Premises make repairs thereto upon 24 hours' notice to the Tenant, except in the case of an emergency or other reason for which immediate access is desirable, in which case the Landlord shall give such notice as is reasonable and practicable under the circumstances.

MISCELLANEOUS

24. The Tenant shall not assign, sublet or otherwise transfer any of its rights or interests under this Agreement without the prior written consent of the Landlord.
25. The Tenant is an independent entity, and nothing in this Agreement shall be construed as making the Landlord and the Tenant partners or as creating the relationship of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. The Landlord shall not be liable for the acts or omissions of the Tenant.
26. The Tenant shall comply with all local, state and federal laws applicable to its use of the Premises, including but not limited to occupancy limits and activities requiring a permit or license.

27. The failure of either party to seek redress for a breach of this Agreement or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of a breach. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.
28. This Agreement represents the entire understanding of the parties and may not be amended or modified except by a writing signed by all the necessary signatories of the Landlord and the Tenant.
29. The Tenant shall not engage in any wrongful collusion or any violations of M.G.L. c. 268A or any other law regarding conflicts of interest.
30. The Landlord's obligations under this Agreement are subject to annual appropriation of sufficient funds by the Landlord and authorization to spend said funds for the purposes of this Agreement. If, for any fiscal year during the term of this Agreement, funds for the discharge of the Landlord's obligations are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Agreement shall terminate without further recourse to either party.
31. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum and venue for the resolution of any question of law or fact arising out of this Agreement shall be the Superior Court of Hampden County (except claims for a value of less than \$25,000.00, which may be brought in the Springfield District Court), or the United States District Court for the Western District of Massachusetts, all sitting in Springfield, Massachusetts.
32. All notices given under this Agreement must be in writing and sent by a method which provides receipted notice of the date of delivery. Notices to the Landlord shall be sent to:

Executive Director
 City of Springfield
 Department of Parks, Buildings and Recreation Management
 200 Trafton Road
 Springfield, MA 01108

With a copy to:

City Solicitor
 City of Springfield
 Law Department
 36 Court Street, Room 210
 Springfield, MA 01103

Notices to the Tenant shall be sent to:

Ms. Susana Baltazar
Executive Director
Springfield Retirement Board
70 Tapley Street
Springfield, MA 01104

With a copy to:

Alfred A. Vivenzio, Esquire
86 Ariel Circle
Sutton, MA 01590

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City of Springfield and the Springfield Retirement Board have executed this Agreement on the last date indicated below.

SPRINGFIELD RETIREMENT BOARD

[signature/date signed]

_____/_____
 _____/_____
 _____/_____
 _____/_____
 _____/_____

CITY OF SPRINGFIELD

 Patrick Sullivan, Exec. Director of PBRM

Date signed: _____

 Office of Procurement

Date signed: _____

Approved as to form:

 City Solicitor

Date signed: _____

Approved as to appropriation:

 Office of the City Comptroller

Date signed: _____

Reviewed:

 Chief Administrative and Financial Officer

Date signed: _____

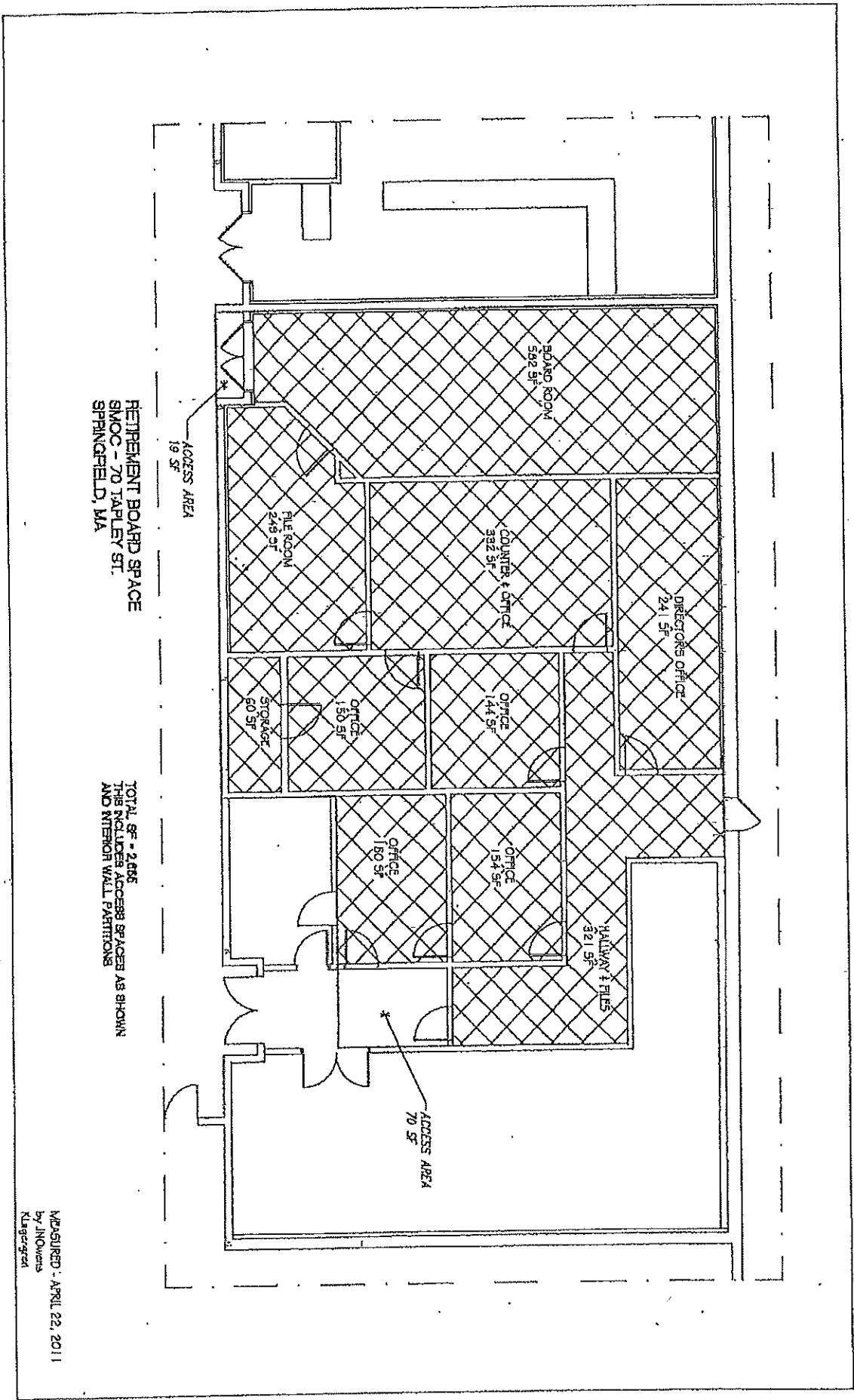
Approved:

 Domenic J. Sarno, Mayor

Date signed: _____

EXHIBIT A – FLOOR PLAN OF LEASED PREMISES

See attached



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

For the period ended
05/31/23

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	241,091,907	236,036,317	(5,055,589)	98
Real Estate & Personal Property Taxes - Tax Liens	-	914,482	914,482	0
Motor Vehicle Excise	11,500,000	11,738,527	238,527	102
Penalties, interest and other taxes	18,654,924	14,098,903	(4,556,021)	76
Charges for Services	15,281,431	13,481,089	(1,800,342)	88
Intergovernmental	512,185,405	463,671,070	(48,514,335)	91
Licenses and Permits	5,313,100	4,985,217	(327,883)	94
Fines and Forfeits	522,183	435,963	(86,220)	83
Interest earned on Investments	2,266,442	4,857,269	2,590,827	214
Miscellaneous	6,668,800	5,622,007	(1,046,793)	84
FY 2022 Net School Spending Shortfall (a.)	20,268,253	20,268,253	-	100
Free Cash to Reduce Tax Rate	10,000,000	10,000,000	-	100
Other Financing Sources - Free Cash	11,459,225	11,696,225	237,000	102
Total Revenues and Other Sources	855,211,669	797,805,322	(57,406,347)	93
Expenditures and Other Uses:				
General government	29,579,904	26,117,191	3,462,712	88
Public safety				
Police	58,159,492	52,113,801	6,045,691	90
Fire	28,451,228	22,378,108	6,073,121	79
Centralized Dispatch	2,174,551	1,658,773	515,778	76
Other	4,668,573	4,069,685	598,888	87
Health and Welfare	4,598,813	3,343,727	1,255,086	73
Public works	11,972,273	10,986,714	985,559	92
Education	568,474,585	469,050,559	99,424,026	83
Culture and recreation	15,800,740	13,568,412	2,232,328	86
Pension and fringe	89,362,453	83,668,267	5,694,186	94
State and district assessments	3,980,007	3,575,003	405,004	90
Debt Service	27,535,488	26,425,665	1,109,823	96
Pay as you go Capital	4,287,969	2,083,571	2,204,398	49
Other Financing Use - Trash Enterprise Supplement	6,165,593	6,165,593	-	100
Total Expenditures and Other Uses	855,211,669	725,205,068	130,006,601	85
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	72,600,254	72,600,254	

(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.

Attachment: May Revenue Vs. Expenditure Report (7544 : May Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
05/31/23

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	27,008,379	2,571,525	29,579,904	23,709,093	2,408,098	3,462,712	88%
Public safety							
Police	51,753,000	6,406,492	58,159,492	51,182,740	931,061	6,045,691	90%
Fire	25,549,818	2,901,410	28,451,228	22,266,622	111,485	6,073,121	79%
Centralized Dispatch	2,174,551	-	2,174,551	1,657,386	1,387	515,778	76%
Other	4,627,348	41,225	4,668,573	3,932,918	136,767	598,888	87%
Health and Welfare	4,498,813	100,000	4,598,813	3,260,928	82,799	1,255,086	73%
Public works	11,972,273	-	11,972,273	10,607,222	379,492	985,559	92%
Education	544,863,270	23,611,315	568,474,585	447,424,178	21,626,381	99,424,026	83%
Culture and recreation	15,325,329	475,411	15,800,740	12,777,924	790,487	2,232,328	86%
Pension and fringe	89,325,909	36,544	89,362,453	83,666,363	1,904	5,694,186	94%
State and district assessments	3,930,007	50,000	3,980,007	3,505,474	69,530	405,004	90%
Debt Service	27,535,488	-	27,535,488	26,425,665	-	1,109,823	96%
Pay as you go Capital	4,287,969	-	4,287,969	1,374,358	709,213	2,204,398	49%
Other Financing Use - Trash Enterprise Supplement	6,165,593	-	6,165,593	6,165,593	-	-	100%
Total Expenditures and Other Uses	819,017,747	36,193,922	855,211,669	697,956,465	27,248,604	130,006,601	85%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
05/31/23 vs 05/31/22

<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	\$ 236,036,317	\$ 256,294,674	\$ (20,258,357)	FY 22 Eversource Payment
Tax Liens	914,482	901,620	12,862	
Motor Vehicle Excise	11,738,527	10,710,585	1,027,942	
Penalties, interest and other taxes	14,098,903	27,285,824	(13,186,921)	FY 22 Eversource Payment
Charges for Services	13,481,089	13,448,591	32,498	
Intergovernmental	463,671,070	422,337,687	41,333,383	Increase in Chapter 70 Funding
Licenses and Permits	4,985,217	4,865,911	119,306	
Fines and Forfeits	435,963	453,026	(17,063)	
Interest earned on Investments	4,857,269	1,324,600	3,532,669	FY 23 Interest Rate Increase
Miscellaneous	5,622,007	6,773,884	(1,151,877)	
Net School Spending Shortfall	20,268,253	15,825,515	4,442,738	Increase in NSS Carryover
Stabilization Reserves	-	5,000,000	(5,000,000)	
Free Cash to Reduce the Tax Rate	10,000,000	2,500,000	7,500,000	
Other Financing Sources - Free Cash	11,696,225	1,002,000	10,694,225	FY 23 Free Cash Police, Fire & Law Dept
Other Financing Sources - ARPA Grant	-	12,312,711	(12,312,711)	FY 22 ARPA Lost Revenue Funding
Total Revenues and Other Sources	797,805,322	781,036,629	16,768,693	

Expenditures and Other Uses:

General government	26,117,191	25,307,982	809,209	
Public safety				
Police	52,113,801	43,493,714	8,620,086	FY 23 Retro Payment IBPO \$5.9M
Fire	22,378,108	21,693,202	684,905	
Centralized Dispatch	1,658,773	1,454,589	204,184	
Other	4,069,685	3,684,769	384,916	
Health and Welfare	3,343,727	3,184,231	159,496	
Public works	10,986,714	10,655,573	331,141	
Education	469,050,559	432,157,190	36,893,369	Increase in School Budget
Culture and recreation	13,568,412	12,301,380	1,267,032	
Pension and fringe	83,668,267	78,442,647	5,225,621	FY 23 Pension Payment Increase
State and district assessments	3,575,003	3,595,266	(20,263)	
Debt Service	26,425,665	24,914,712	1,510,953	
Pay as you go Capital	2,083,571	3,806,917	(1,723,346)	
Trash Enterprise Supplement	6,165,593	6,958,139	(792,545)	
Total Expenditures and Other Uses	725,205,068	671,650,311	53,554,758	

Totals	\$ 72,600,254	\$ 109,386,318	\$ (36,786,064)
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Attachment: May Revenue Vs. Expenditure Report (7544 : May Revenue Vs. Expenditure Report)

**Order Authorizing the Transfer of Real Property known as 169 Maple Street
and South Side Central Street to Davenport Advisors LLC**

CITY OF SPRINGFIELD

In the City Council July 17, 2023

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as the 169 Maple Street (Parcel 08218-0165) and a vacant lot at SS Central Street (Parcel 05260-0220) in Springfield, Massachusetts, (collectively the “Property”); and

WHEREAS, the City issued a Request for Proposals for the disposition and redevelopment of the Property, which has an accumulated City assessed value of one hundred and seventy thousand nine hundred dollars (\$170,900); and

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B § 16, the RFP Selection Committee identified Davenport Advisors LLC as the entity submitting the most advantageous proposal; and

WHEREAS, on or about July 22, 2022, Davenport Advisors LLC was recommended as preferred developer for the Property, and

WHEREAS, Davenport Companies 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 where applicable, and

WHEREAS, the RFP Selection Committee believed the proposal from Davenport Advisors LLC benefits the City by redeveloping the property as housing and designated parking for said 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 169 Maple Street (Parcel 08218-0165) and a vacant lot at SS Central Street (Parcel 05260-0220), in Springfield, Massachusetts to Davenport Advisors LLC or its nominee or assign for the price of One dollar (\$1.00), 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 July, 2023 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 **DAVENPORT ADVISORS LLC** a Massachusetts limited liability company, with a last and usual address at 667 Boylston Street, 2nd Floor, Boston MA 02116 (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 for the sale and redevelopment of a City-owned property known as the 169 Maple Street and South Side Central Street in Springfield, Massachusetts (collectively, the “Property”), consisting of Parcel 08218-0165 and Parcel 05260-0220; and

WHEREAS, on or about July 22, 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 rehabilitating residential housing units with designated parking, 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 in accordance with the proposal submitted in response to the RFP and with the terms and conditions of this Agreement; 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 the 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 previously 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. OPED reviewed and approved the Design Proposal and the Preliminary Drawings and Specifications. The Final Drawings and Specifications 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 rehabilitation of eleven (11) residential housing units with designated parking at the Property, as previously approved 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 accept 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.* Notwithstanding the language set forth in this Section and this Agreement, the Parties agree that as a condition precedent to the Developer’s obligation to perform hereunder, certain due diligence may be completed at the Property by the Developer relative to environmental and structural testing on site, as more fully set forth in Section 208(d) herein.

Section 203: Purchase Price; Payment

The purchase price (“Purchase Price”) for the Property shall be One Dollar (\$1.00) 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 conveyance and delivery of possession of the Property and the acceptance of the same by the Developer shall take place on or before September 30, 2023, 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 Deeds 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 provided such do not adversely affect the Redeveloper's intended use as set forth herein 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 an as of yet created ownership limited liability company.

Section 206: Tax Stamps and Other Closing Costs

The Developer shall pay the cost of recording this Agreement, the Deeds, 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 Deeds 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 Deeds 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 sufficient evidence of capital necessary to complete the financing of 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 to be held in escrow as provided herein. 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. The Reverter Deed shall be held in escrow by the City Solicitor's office pursuant to the terms and provisions of this Agreement and shall be returned to Developer on the issuance of the Certificate of Completion.
- d. For a period of sixty (60) days starting from the last date of the execution of this Agreement, the City shall allow the Developer unlimited site access to the Property to perform due diligence actions at the Property in the form of additional environmental testing, including invasive testing. The Developer shall be solely responsible for all costs associated with such due diligence, and the Developer shall require all of its contractors, subcontractors and/or vendors performing services at the Property to maintain the appropriate insurance coverages customary for the performance of said environmental testing actions. The Developer shall indemnify 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 the Developer's or any of its contractor, subcontractor or vendor's exercise of due diligence rights under this subsection prior to the conveyance of the Property to the Developer, excepting however, any and all the costs, expenses and obligations of performing environmental remediation at the Property as a result of environmental issues discovered as a result of the performance of due diligence activities. In the event that the Developer's due diligence actions under this subsection reveal the discovery of environmental conditions that, in Developer's opinion, materially affect the Developer's ability to complete the Improvements as set forth in this Agreement, the Parties agree to meet in good faith to determine whether the Developer is able to continue forward with the transfer. In the event the Parties cannot mutually agree on proceeding to Closing, the Developer shall have the right to terminate this Agreement whereupon this Agreement shall be null and void without recourse to either Party. In no event shall the Developer be liable or responsible for the cost of or obligation to perform remediation of any environmental conditions at the Property prior to the conveyance (if any) of the Property to the Developer, unless specifically agreed to in writing by 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 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 and Developer does not elect to accept such title or possession as the City can deliver; 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 as though such representations and warranties were made at 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 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 company. Title to the Property shall be in the name of an as of yet created ownership limited liability company..

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 or the Improvements for the term of this Agreement. This covenant shall survive the Closing for the term of this Agreement.

4. The Developer, or any permitted future owner of the Property, shall complete the Improvements to the reasonable 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.

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 Deeds 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;

b. It is intended and agreed, and the Deeds 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. Except as provided herein, 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 Design 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.

1. 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 one hundred twenty (120) days after the Closing Date; 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.

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 and landscape improvements.

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 one hundred twenty (120) days after delivery of the Deeds 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 Deeds, 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 eighteen (18) 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 in recordable form ("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 transfer 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 as provided in this Agreement.

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 reasonable 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 beyond any applicable cure period.

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 on 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 for the term of this Agreement.

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 membership interest of the Developer shall be allowed to be transferred to a manager or an affiliate of a manager, or any other member (ii) the membership interest of Developer shall be allowed to be transferred to an investor member 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 which approval shall not be unreasonably withheld, delayed or conditioned. 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 Deeds 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 which approval shall not be unreasonably withheld, delayed or conditioned. 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 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 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. For any transfer under this Section 401(b), 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, prior to the expiration of this Agreement, 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 reasonable 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, which approval shall not be unreasonably withheld, delayed or conditioned, 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 or finance for any 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 reasonably 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 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 permitted by this Agreement to be constructed by the Developer in the Property, 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 which consent shall not be unreasonably withheld, delayed or conditioned, 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 without the consent of the City.

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. Except as otherwise specifically provided for in Section 208 herein 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 Property prior to the conveyance of the Property 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. Until the issuance of a Certificate of Completion,, 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 written 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 and Developer not providing proof of such insurance within such thirty (30) days,

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 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 which approval shall not be unreasonably withheld, delayed or conditioned 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 or such longer period necessary for such reconstruction or repair, provided Redeveloper has commenced reconstruction or repair within said six (6) month period and diligently pursues completion of such reconstruction or repair.

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY DEVELOPER

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

Subject to Section 208 herein, if the Developer shall fail or refuse to complete the transfer 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 recording of the Deed shall be conclusive evidence of compliance with 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 Property 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 Property, shall revert to the City; provided, that such condition subsequent and any reversion of title as a result thereof in the City: (i) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the Lenders, and (ii) shall not apply to portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

d. If the 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, conditioned 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). Notwithstanding anything to the contrary herein, the terms and provisions of this Agreement shall terminate and be of no further force and effect twenty (20) years from the date hereof, unless otherwise specifically set forth herein.

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, 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, except as specifically otherwise provided in Section 208 herein, 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 Property prior to the completion of the Improvements thereon in accordance with this Agreement.

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, all notices, approvals, authorizations, determinations, satisfactions, or waivers shall be in writing and shall be personally delivered or delivered by email transmission, recognized overnight courier, or by mailing the same by certified or registered mail, postage prepaid, return receipt requested, and any such notice, approvals, authorizations, determinations, satisfactions, or waivers shall be deemed given when delivered in hand or by email (with proof of delivery receipt), next day by overnight courier (with proof of delivery) or two (2) business days following the date deposited with the USPS carrier and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Developer:	Davenport Advisors LLC 667 Boylston Street, 2 nd Floor _____ Boston MA 02116 Attn: Joy Martin Email: jmartin@dvnpnt.net
With a copy to:	Sarah Orlov, Esq 2 Joels Way _____ Wayland MA 01778 Email: _ sorlov@orlovesquire.com _____
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 in the same manner as set forth herein. 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 Closing Date and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the Closing and the 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 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 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 Property for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall have final say, and shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

The 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, 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

Subject to Section 208 herein, 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 prior to the date hereof, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Developer represents and warrants that it has filed (or will have filed prior to Closing) 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.

IN WITNESS WHEREOF, on the ____ day of July, 2023, 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

By: Juan Prieto

Title: Chief Development Officer
Date:

Title: Manager
Date:

Approved:

By:
Title: Chief Administrative and Financial Officer
Date:

Approved:

By:
Title: City Comptroller
Date:

APPROVED:

Approved as to form:

By: Domenic J. Sarno
Title: Mayor
Date:

By:
Title: _____ City Solicitor
Date:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of July, 2023 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 July, 2023, 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 169 Maple Street (Parcel 08218-0165), 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 _____, with a last address and usual place of service at 667 Boylston Street 2nd Floor Boston MA 02116, for less than One Hundred Dollars (\$100.00) paid 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:

Certain parcels of land known as 169 Maple Street (Parcel 08218-0165) and SS Central Street (Parcel 05260-0220) (collectively, "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 Davenport Advisors LLC, dated July ___, 2023.

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 August, 2023.

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____ day of August, 2023 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:

Property Address: 169 Maple Street, Springfield, Massachusetts

Attachment: City Council Order - 169 Maple Street Disposition (7547 : Order Authorizing Approving the Sale of 169 Maple Street)

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 _____ **THOUSAND DOLLARS (\$_____,000.00)**, hereby grants to **DAVENPORT COMPANIES** (“Grantee”) with a last address and usual place of service at _____ with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as 169 Maple Street (Parcel #08218-0165) (“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 constructing, remediating and redeveloping the existing Property as a residential housing apartment building, 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 July __, 2023, 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 August, 2023, 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 17th of July, 2023, 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 August, 2023, 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)



JUL 05 2023

COMMUNITYFOUNDATION.ORG

June 20, 2023

Kathleen T. Breck
Deputy City Solicitor
36 Court Street, Room 210
Springfield, MA 01103

Dear Kathy,

Thanks so much for helping with this process. Enclosed please find a check for \$45,900.00, a grant from the *Old First Church Fund for the Maintenance of Its Meetinghouse and Organ* at the Community Foundation of Western Massachusetts.

This fund has been at the Community Foundation of Western Massachusetts since 2009, and it is incumbent on us to discover and determine that the annual distribution will be used for and towards specified restoration, renovation and/or preservation work in compliance with the Preservation Restriction Agreement filed with the Massachusetts Historical Commission.

The process for subsequent years will be the same as this year, using the following steps:

1. Each spring, the Community Foundation will contact Patrick Sullivan, Executive Director of Parks, Building and Recreation Management, to determine scope of work and expenses. If renovations or restorations have been completed or are in process, a site visit may be scheduled.
2. The Community Foundation then sends a letter requesting the City of Springfield confirm that the terms and conditions noted in the fund agreement have been adhered to. The Community Foundation is also required to obtain certifications from the City of Springfield that the City complies or is in the process of complying with the Preservation Restriction Agreement overseen by the Massachusetts Historical Commission.
3. The Community Foundation will confirm that the City of Springfield still has ownership of the Meetinghouse.
4. Upon completion of these steps, the grant will be distributed.

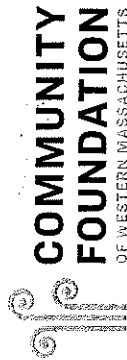
We are very happy to be a part of the preservation, restoration, and renovation plans for this notable and important property.

All the best,

Ann Tweedy
Funds Administration Associate

By accepting this grant, your organization certifies to the Community Foundation of Western Massachusetts (CFWM):

- No goods, services or tangible benefits will be received by any individuals or entities connected with the fund.
- This grant will not be used to satisfy any legally binding pledge or other personal financial obligation on behalf of the donor(s).
- Grantee has reviewed and is in compliance with CFWM's Anti-Discrimination Policy on CFWM's website, <https://communityfoundation.org/about/financials-policies/anti-discrimination-policy-2/>
- This grant will not be used for political activity or lobbying purposes.
- If the grantee is a government entity, grantee acknowledges the grant will be used solely for charitable and exclusively public purposes.



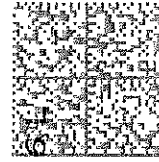
**COMMUNITY
FOUNDATION**
OF WESTERN MASSACHUSETTS

333 BRIDGE ST, SPRINGFIELD, MA 01103

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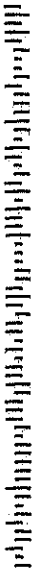


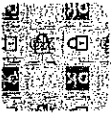
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Kathleen T. Breck
Deputy City Solicitor
36 Court Street, Room 210
Springfield, MA 01103

01103-180236



COMMUNITY FOUNDATION OF WESTERN MASS. 333 BRIDGE STREET SPRINGFIELD, MA 01103-1411		Bank of America.	NO.	76757
		5-13/110	DATE	06/30/2023
				
PAY Forty-five thousand nine hundred dollars and 00/100*****		AMOUNT	*** 45,900.00	
TO City of Springfield 36 Court Street Springfield, MA 01103				
ORDER OF		 AUTHORIZED SIGNATURE		
MP				

Security features. Details on back.

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