

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF CAMBRIDGE HOUSING AUTHORITY AND  
CITY OF CAMBRIDGE**

This Memorandum of Agreement ("Agreement") is made this 1st day of August 2022, by and between the City of Cambridge, a municipal corporation with a principal place of business at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts ("City"), on behalf of the Cambridge Public Schools ("CPS"), a department of the City with a principal place of business at 135 Berkshire Street, Cambridge, Massachusetts and the Cambridge Housing Authority ("CHA"), with a principal place of business at 362 Green Street, 3<sup>rd</sup> floor, Cambridge, Massachusetts 02139, in order to support and facilitate services and functions provided by CHA through its Work Force Program that augment CPS' mission to provide all students with a safe and nurturing environment, curriculum that is rich and rigorous and which respects diversity in students' learning styles, as well as to work with families and the community to successfully educate all of its students at high levels.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, CHA and the City agree as follows:

1. **Responsibilities of CHA.** CHA shall be responsible for providing through its Work Force Program after school homework and tutoring support for all CHA participants (who are also Cambridge Public Schools students in grades six through grade twelve) along with providing like skills and employment skills workshops, in depth case management and family engagement, and opportunities for fourteen-week exploratory job cycles twice during the school year.

CHA designates the following individual as the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Kambiz Maali  
Deputy Director of Resident Services Department  
Cambridge Housing Authority  
362 Green Street  
Cambridge, MA 02139  
Phone: 617-520-6246  
kmaali@cambridge-housing.org

2. **Responsibilities of CPS and CHA.**

A. **Responsibilities of CPS and CHA.** CPS shall be responsible for providing annual student data reports ("Data Files") to CHA. More specifically, the Data Files will include the following student record information with respect to students in grades 6, 7, 8 and 11 and that will be used by CHA solely for the purpose of recruiting students to participate in the CHA Work Force Program, and the following student record information with respect to students in grade 11 that will be used solely by CHA for the purpose of CHA and guidance counselors at Cambridge Rindge and Latin School identifying grade 11 students living in CHA housing in order for these students to be recruited to participate in the CHA Summer College Immersion Program:

Contact Information: (i) Student full name, (ii) Address, and (iii) Parent/Guardian Name(s)

The Data Files also will include providing CHA with access to the following student record information contained in ASPEN with respect to students in grades 8 through 12 that are participants in the CHA and for whom CHA has provided to CPS a signed student record information release so that CHA can use such data for supporting students participating in the CHA Work Force Program:

Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) Date of Birth; (iv) Language spoken at home; (v) ELL status; and (vi) IEP/504 (simply get "x" if yes – no specific details).

Student Data Fields: (i) Assessment Scores (MCAS, PARCC); (ii) progress reports; (iii) report cards; (iv) Grade Transcript; (v) Discipline/Behavioral Alerts; (vi) Attendance Alerts; (vii) Course Schedule; (viii) School Information (School, Homeroom, Teachers); (ix) Current class gradebook assignments, scores and feedback; (x) Assessment Scores (PSAT, SAT and ACT); (xi) Counselor(s); (xii) Graduation Information; (xiii) Instructional language; (xiv) Academic Programs

Contact information: (i) First, Last Name; (ii) Address; (iii) Phone(s); (iv) Student email; (v) Parent/Guardian name(s); (vi) Parent/Guardian Phone; (vii) Parent/Guardian Email;(viii) Parent/Guardian Address; and (ix) Emergency Contact and Phone Number.

CPS designates the following individual as the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Steve Smith  
Chief Information Officer  
Information, Communications and Technology Services  
Cambridge Public Schools  
459 Broadway  
Cambridge, MA 02138  
Phone: 617-349-6830  
Facsimile: 617-349-6800  
Email: ssmith@cpsd.us

B. CHA shall be responsible for providing copies of all signed Student Record information releases for all CPS students that are participants in the Work Force Program at the start of each student's participation in the CHA Work Force Program. The provision of such releases shall occur within three (3) business days of the start of the student's participation in the CHA Work Force Program. CHA further agrees to notify CPS within three (3) business days of when any CPS student ceases to participate in the CHA Work Force Program and/or the student's parent/guardian withdraws consent for the release of student record information to the CHA Work Force Program.

CHA designates the following individual at the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Carmen Blyden  
Work Force Director  
Cambridge Housing Authority  
362 Green Street

Cambridge, MA 02139  
Phone: 617-520-6350  
Email: cblyden@cambridge-housing.org

CPS designates the following individual at the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Khari Milner  
Program Manager  
Cambridge Public Schools  
135 Berkshire Street  
Cambridge, MA 02141  
Phone: 617-349-6553  
Email: kmilner@cpsd.us

3. **Term of Agreement.** This Agreement shall be effective from September 1, 2022 through August 31, 2025. The Agreement may be terminated by either party, upon thirty (30) days written notice.

4. **Compliance with CPS Policies and Procedures and Federal and State Law.** CHA agrees that it and its staff, faculty, students and interns shall be required to keep themselves informed of and at all times compliant with CPS' rules and regulations as well as all local, state and federal laws, as then in effect, that may in any manner affect the work specified under this Agreement while at CPS sites or facilities, including without limitation, (i) those policies and procedures concerning the rights and confidentiality of public school students and their families, and (ii) those policies and procedures regarding ensuring the health, safety and welfare of public school students and staff, including without limitation, emergency procedures.

5. **Confidential Information.** CHA agrees that it and its staff, faculty and interns will comply with all rules and regulations regarding or relating to the release of confidential information, including without limitation, student records and student record information, in connection with the provision of services under this Agreement. CHA further agrees that it shall instruct its staff, faculty and interns not to publish, disseminate or otherwise release any confidential information without first obtaining review and written approval of CPS and the affected individuals. Additionally, CHA agrees that it and its staff, faculty and interns will comply with the Student Data Privacy Agreement that is attached hereto at **Exhibit A**, which is incorporated by reference as if fully set forth herein.

6. **Withdrawal of Staff.** CPS may require CHA to withdraw any staff, faculty, interns and/or members of the CHA whose conduct or work may have a detrimental effect on CPS' public school students or their families and/or CPS staff; is required by law; or is deemed by CPS as necessary to protect the health safety or welfare of the CPS' public school students, their families, CPS staff and/or other individuals.

7. **Publication of Field Studies or Research.** CHA agrees that any publications, including without limitation special reports or other articles, studies and/or research (collectively referred to as "Reports"), related to or arising out of this Agreement shall be done in coordination with CPS. Additionally, CHA agrees to secure any requisite written releases from students and their parents/guardians and staff in connection with any such Reports and/or before conducting any studies or research for such Reports.

8. **CORI/SORI Checks and Fingerprint Checks.** CHA acknowledges and agrees that all faculty and staff assigned to a facility within CPS must successfully be screened in accordance with the State's Criminal Offender Record Information ("CORI") check and all applicable provisions of the Sexual Offender Registration and Community Notification ("SORI") Law (M.G.L.c. 6, as amended by Chapter 239 of the Acts of 1996) and have a fingerprint-based CHRI check conducted as authorized by M.G.L.c. 71, §38R and 42 U.S.C. §16962, in accordance with applicable federal and state rules and regulations, and in compliance with M.G.L.c. 6, §§167-178 and 803 C.M.R. §§2.00 before participating, providing services and/or working under the terms of this Agreement before participating, providing services and/or working under the terms of this Agreement. CHA acknowledges and agrees that it is responsible for conducting both the CORI/SORI and fingerprint-based CHRI checks and that the cost associated with such CORI/SORI and fingerprint-based CHRI checks are not the responsibility of the City.

9. **Not Employees of CPS.** CHA and the City agree that staff, interns, students and faculty assigned to any CPS facility shall not be construed, deemed or otherwise held to be employees, servants or agents of the City. CHA and the City further agree that the staff, interns, students and faculty assigned to any CPS facility shall not be entitled to compensation or other benefits that ordinarily accrue to employees of the City.

10. **Non-Discrimination Statement.** Neither CHA nor the City will discriminate against any person on the basis of sex, age, race, religion, national origin, sexual orientation, gender, gender identity, genetic information, ethnicity or disability.

11. **Compliance with Law.** Both CHA and the City will comply with all local, state and federal laws, as then in effect, and all regulations and policies established by governmental agencies and accrediting bodies that may in any manner affect the work specified under this Agreement.

12. **Best Efforts of Parties.** Both CHA and CPS agree to use their best efforts to meet the timetable and responsibilities set forth under the terms of this Agreement. The parties agree to schedule, at a minimum, one meeting during the mid-point of the term of this Agreement and one meeting within one month of the expiration of the term of this Agreement to review progress, performance of responsibilities and effectiveness of this Agreement. If, despite their best efforts, any party is unable to perform the responsibilities as defined in this Agreement, CHA and CPS each agree to work together to come to a resolution that is mutually agreeable. Both CHA and CPS further agree to work with local, state and/or federal agencies and/or authorities regarding the implementation of policies, plans and procedures relating to this Agreement.

13. **Agreement of Parties.** This Agreement constitutes the entire understanding and agreement between CHA and the City with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement and is intended to take effect upon execution by all Parties. This Agreement may not be modified or amended except by a writing signed by all Parties. This Agreement may be executed in counterparts, all of which collectively shall constitute one agreement. For the convenience of the Parties, facsimile and PDF signatures shall be accepted as originals.

14. **Amendment of Agreement.** This Agreement may be amended only in writing signed by all parties hereto. Any request for amendment to the Agreement must be submitted in writing to the individuals identified below in paragraph 18.

15. **Notices.** All notices regarding either breach or termination of this Agreement shall be given in writing by certified mail, postage prepaid, return receipt requested to the persons at the addresses

set forth below. Notices will be deemed received three (3) business days after being sent by certified mail.

To CPS: Superintendent of Schools  
Cambridge Public Schools  
135 Berkshire Street  
Cambridge, MA 02141

To CHA: Kambiz Maali  
Deputy Director of Resident Services Department  
Cambridge Housing Authority  
362 Green Street  
Cambridge, MA 02139

The parties shall rely upon the addresses set forth above unless notified in writing of a change.

16. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

17. **Relationship of Parties.** Nothing herein shall create or be deemed to create any relationship of agency, association, joint venture, partnership, master/servant or employer/employee between the City and CHA. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in the Agreement.

18. **No Assignment.** CHA shall not assign, delegate, subcontract or in any way transfer any interest in this Agreement without the written permission of both CPS and the School.

19. **Conflict of Interest.** The parties' attention is called to M.G.L.c. 268A (the Conflict of Interest Law). No party shall act in collusion with any other party, person or entity to circumvent such law.

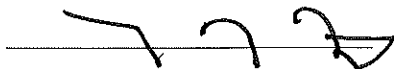
20. **Severability of Provisions.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

21. **Waiver.** Any waiver, express or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions beyond the specific instance of waiver.

22. **Authority to Execute.** The person executing this Agreement below on behalf of CHA represents and warrants that he/she is a duly authorized officer and agent of CHA with full authority to execute this Agreement on its behalf.

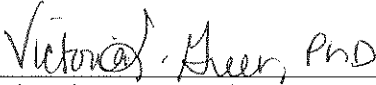
IN WITNESS WHEREOF, the parties hereto execute this Agreement through their duly authorized representatives as of \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CAMBRIDGE HOUSING AUTHORITY

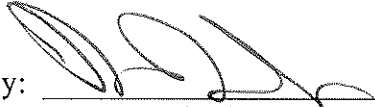


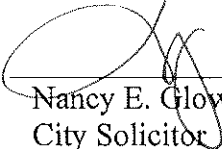
Michael J. Johnston  
Executive Director

CAMBRIDGE PUBLIC SCHOOLS

  
Victoria L. Greer, PhD  
Superintendent of Schools

CITY OF CAMBRIDGE

By:   
Owen O'Riordan  
Acting City Manager

Approved as to form:   
Nancy E. Glowa, Esq.  
City Solicitor

**Exhibit A**  
**STUDENT DATA PRIVACY AGREEMENT**

## STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement dated September 1, 2022 (hereinafter “Agreement”) is by and between the City of Cambridge on behalf of the Cambridge Public Schools (“CPS”), a department of the City and the Cambridge Housing Authority, located at 362 Green Street, 3<sup>rd</sup> floor, Cambridge, Massachusetts 02139 (“CHA”), and addresses CPS providing the CHA with the names of students, address and parents/guardians name(s) for the specific and limited purpose of recruiting students to participate in the CHA Work Force Program. The Agreement also addresses CPS providing the CHA access to the student record information contained in ASPEN with respect to students in grades six through twelve that are participants in the CHA Work Force Program. CPS only will provide the student record information contained in ASPEN for those students for whom CHA has provided a signed student record information release so that CHA can use such data for supporting students participating in CHA (the “Services”).

1. In the course of performing the Services, CHA will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including but not limited to student data, meta data and user content; more specifically, CHA will be provided with the following student record information:  
Demographic: (i) Race/Ethnicity; (ii) Gender; (iii) Date of Birth; (iv) Language spoken at home; (v) ELL status; and (vi) IEP/504 (simply get “x” if yes – no specific details); Student Data Fields: (i) Assessment Scores (MCAS, PARCC); (ii) progress reports; (iii) report cards; (iv) Grade Transcript; (v) Discipline/Behavioral Alerts; (vi) Attendance Alerts; (vii) Course Schedule; (viii) School Information (School, Homeroom, Teachers); (ix) Current class gradebook assignments, scores and feedback; (x) Assessment Scores (PSAT, SAT and ACT); (xi) Counselor(s); (xii) Graduation Information; (xiii) Instructional language; (xiv) Academic Programs; and Contact information: (i) First, Last Name; (ii) Address; (iii) Phone(s); (iv) Student email; (v) Parent/Guardian name(s); (vi) Parent/Guardian Phone; (vii) Parent/Guardian Email; (viii) Parent/Guardian Address; and (ix) Emergency Contact and phone (“Data Files”). CPS and CHA acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974, 29 U.S.C. §1232g (“FERPA”), and any federal regulations promulgated thereunder, and Massachusetts student record regulations, 603 C.M.R. 23.00, et seq. The Data Files will be used by the CHA and its employees to populate student data only for the purpose of delivering the Services described above. CHA further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Agreement shall not under any circumstance transfer from CHA to any other party. CPS and CHA acknowledge and agree that this Agreement does not govern any confidential information that CHA may obtain directly from the student and/or his/her parents/guardians (hereinafter “CHA data”) and that all CHA data is governed and managed in accordance with CHA’s own data maintenance and privacy procedures.
2. CHA acknowledges and agrees that it is providing the Services for CPS. CHA further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law applicable to the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. CHA also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or



any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of CPS. Additionally, CHA agrees that only authorized employees of the CHA directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that CHA and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students.

3. CHA also acknowledges and agrees to:
  - (i) use personally identifiable student data shared under this Agreement for no purpose other than in connection with and through the provision of the Services.
  - (ii) use reasonable methods, consistent with industry standards, to protect the Data Files and/or any personally identifiable student data contained therein from re-disclosure.
  - (iii) not share the Data Files and/or any personally identifiable student data received under this Agreement with any other entity without prior written approval from CPS.
  - (iv) not copy, reproduce or transmit the Data Files and/or any personally identifiable student data contained therein, except as necessary to fulfill the Services.
  - (v) not re-disclose, transfer or sell the Data Files and/or any portion thereof.
  - (vi) not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.
  - (vii) not to use the Data Files and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.
  - (viii) not to use the Data Files and/or any portion thereof contained therein for the development of commercial products or services.
  - (ix) not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. CHA further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.
  - (x) notify the Chief Information Officer for CPS in writing within three (3) days of its determination that it has experienced a data breach, breach of security or unauthorized acquisition or use of any Data Files and/or personally identifiable student data contained therein. CHA agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that CHA plans to take or has taken in response to said breach. Additionally, CHA agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the

Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. CHA further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including personally identifiable information and agrees to provide CPS, upon request, with a copy of said written incident response plan.

- (xi) not provide any Data Files or any personally identifiable data contained therein to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving personally identifiable from any entity under 34 CFR 99.31(a)(6)(iii).
- (xii) to maintain backup copies, backed up at least daily, of Data Files in case of CHA system failure or any other unforeseen event resulting in loss of Data Files.
- (xiii) to, upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files within three (3) days of receipt of said request
- (xiv) to, upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying, in a manner consistent with technology best practices and industry standards for secure data disposal methods, any Data Files, be it digital or physical form, still in CHA's possession such that CHA is no longer in possession of any student work belonging to CPS and to provide CPS with any and all Data Files in CHA's possession, custody or control within seven (7) days of receipt of said request.
- (xv) to, in the event of the CHA's cessation of operations, promptly return all Data Files to CPS in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in CHA's possession, in a manner consistent with technology best practices and industry standards for secure data disposal methods, such that CHA is no longer in possession of any student work belonging to CPS and provide CPS with written certification, including an inventory of its Data Files destruction and inventory of all Data Files returned to CPS with fifteen (15) days of CHA's cessation of operations.
- (xvi) not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.
- (xvii) in the event that the CHA and/or any of its subcontractors or agents to which the CHA may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed in a manner consistent with technology best practice and industry standards for secure data disposal methods. CHA also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.

- (xviii) to delete CPS Data Files in a manner consistent with technology best practice and industry standards for secure data disposal methods, that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.
- (xix) to, upon receipt of a litigation hold request from CPS, immediately implement a litigation hold and preserve all documents and data relevant identified by CPS and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
- (xx) upon receipt of a request from CPS, allow CPS to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.
- (xxi) cooperate fully with CPS and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the CHA and/or delivery of Services to students and/or CPS, and shall provide full access to CHA's facilities, staff, agents and CPS Data Files and all records pertaining to the CHA, CPS Data Files and delivery of Services to CPS. Failure to cooperate shall be deemed a material breach of the Contract.
- (xxii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of CPS.
- (xxiii) seek prior written consent from CPS before using any de-identified CPS Data Files for internal product development and improvement and/or research. CHA acknowledges and agrees that de-identified CPS Data Files is defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers. CHA also acknowledges and agrees not to attempt to re-identify de-identified CPS Data Files and not to transfer de-identified CPS Data Files to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to CPS who has provided prior written consent for such transfer.

4. The designated representative for the CHA for this Agreement is:

Kambiz Maali  
Deputy Director of Resident Services Department  
Cambridge Housing Authority  
City of Cambridge  
362 Green Street, 3<sup>rd</sup> floor,  
Cambridge, Massachusetts 02139

and

The designated representative for CPS for this Agreement is:

Steve Smith  
Chief Information Officer  
Cambridge Public Schools  
Information, Communications & Technology Services  
459 Broadway  
Cambridge, MA 02138  
Phone: 617-349-3055  
Facsimile: 617-349-6880  
Email: ssmith@cpsd.us

5. CHA represents that it is authorized to bind to the terms of this Agreement, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.

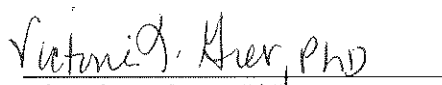
6. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties. This Agreement may be executed in counterparts, all of which collectively shall constitute one agreement. For the convenience of the Parties, facsimile and PDF signatures shall be accepted as originals.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

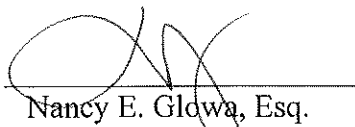
CAMBRIDGE HOUSING AUTHORITY

CAMBRIDGE PUBLIC SCHOOLS

  
\_\_\_\_\_  
Michael J. Johnston  
Executive Director

  
\_\_\_\_\_  
Victoria L. Greer, PhD  
Superintendent of Schools

CITY OF CAMBRIDGE  
By:   
\_\_\_\_\_  
Owen O'Riordan  
Acting City Manager

Approved as to form:   
\_\_\_\_\_  
Nancy E. Glowa, Esq.  
City Solicitor