CITY OF SPRINGFIELD

City Clerk's Office 10/14/2015 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday** evening **October 19, 2015** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on October 19, 2015 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Communications

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

ATTACHMENTS:

- September Revenue Vs. Expenditure Report (PDF)

Reports of Committee

Informational

(3.) From BPW re:Allen Street –

<<Enter brief purpose>>

(4.) From BPW re:Westford Avenue –

<<Enter brief purpose>>

Reports

(1.) To Change the Zoning of the Properties Knows as 282 Central Street (02560-0053), SS Florence Street (05200-0120) and NS Central Street (02560-0055 & 0056) from Residence B to Commercial A. Report from Planning Board - 282 Central Street

PETITIONER:	Ayala Enterprise, LLC
ADDRESS:	282 Central Street, SS Florence Street & NS Central Street
CHANGE REQUESTED:	Res B to Com A

ATTACHMENTS:

- 3178_282_Central_St_2015_CC (PDF)

Grants

(6.) FY16 ORI TAG Grant Acceptance - No Match Required ($62,755) (Mayor Sarno)

ATTACHMENTS:

- ORITAG16 Award Letter & Grant Set-Up Form (PDF)

General Business

(7.) Disastrous Trade Policies

(8.) City Council Agenda

(9.) Redesign of X Traffic Pattern

(10.) Prohibition on the Sale of Loose Cigars

(11.) (ID # 3240) - Vehicles for Hire

(12.) Removal Jersey Barriers from Main Street and State Street (President - Ward 2 Councilor Fenton)

(13.) Open Air Parking Revocation ()

(14.) Police Department - 5 Year Motorola Lease (Mayor Sarno)

ATTACHMENTS:

- Police 5 Year Motorola Lease (PDF)

(15.) Bill of Prior Year - HRLR Department - $2,521.47 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification BOPY - HRLR (PDF)
- HRLR - Mileage (PDF)
- Springfield Firefighters bill 1006-14 (PDF)

Suspension of Rules

City of Springfield

SCHEDULED

Meeting: 10/19/15 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3232

September Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended 09/30/15

Revenues and Other Sources:	Revised Budget		Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	176,662,920	$	43,164,444	$ (133,498,476)	24%
Real Estate & Personal Property Taxes - Tax Liens	-		883,387	883,387	0%
Motor Vehicle Excise	9,800,000		1,035,455	(8,764,545)	11%
Penalties, interest and other taxes	5,153,730		874,137	(4,279,593)	17%
Charges for Services	12,997,997		2,880,232	(10,117,765)	22%
Intergovernmental	356,360,480		87,662,537	(268,697,943)	25%
MSBA Payments	12,933,936		-	(12,933,936)	0%
Licenses and Permits	8,475,133		1,020,540	(7,454,593)	12%
Fines and Forfeits	450,180		126,593	(323,587)	28%
Interest earned on Investments	1,346,859		114,519	(1,232,340)	9%
Miscellaneous	10,730,568		4,804,578	(5,925,990)	45%
FY 2015 Net School Spending Shortfall (a.)	9,513,484		9,513,484	-	100%
Stabilization Reserves	-		-	-	0%
Other Financing Sources	-		-	-	0%
Total Revenues and Other Sources	604,425,287		152,079,906	(452,345,381)	25%

Expenditures and Other Uses:	Revised Budget		Actual	Variance Over/(Under)	%
General government	19,616,285		7,678,917	11,937,369	39%
Public safety					
Police	41,251,354		9,502,498	31,748,856	23%
Fire	21,413,297		5,305,041	16,108,257	25%
Centralized Dispatch	1,828,958		501,826	1,327,131	27%
Other	3,725,627		1,330,919	2,394,708	36%
Health and Welfare	4,845,997		1,237,311	3,608,686	26%
Public works	9,987,467		4,946,032	5,041,435	50%
Education	388,105,734		84,152,543	303,953,190	22%
Culture and recreation	12,048,353		4,645,530	7,402,824	39%
Pension and fringe	55,932,636		35,918,355	20,014,281	64%
State and district assessments	3,299,435		822,082	2,477,353	25%
Debt Service	36,395,462		28,983,364	7,412,098	80%
Pay as you go Capital	1,932,506		229,586	1,702,920	12%
Other Financing Use - Trash Enterprise Supplement	4,042,175		4,042,175	-	100%
Total Expenditures and Other Uses	604,425,287		189,296,179	415,129,108	31%
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	$	(37,216,273)	$ (37,216,274)	

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

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
09/30/15

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,657,286	(41,001)	19,616,285	4,924,556	2,754,361	11,937,369	39%
Public safety							
Police	41,251,354	-	41,251,354	8,849,752	652,746	31,748,856	23%
Fire	21,413,296	1	21,413,297	4,965,174	339,866	16,108,257	25%
Centralized Dispatch	1,828,958	-	1,828,958	501,582	244	1,327,131	27%
Other	3,725,628	(1)	3,725,627	772,666	558,253	2,394,708	36%
Health and Welfare	4,845,997	-	4,845,997	1,102,174	135,137	3,608,686	26%
Public works	9,987,467	-	9,987,467	4,334,908	611,124	5,041,435	50%
Education	378,568,673	9,537,061	388,105,734	54,855,107	29,297,436	303,953,190	22%
Culture and recreation	12,030,929	17,424	12,048,353	3,483,560	1,161,970	7,402,824	39%
Pension and fringe	55,932,636	-	55,932,636	35,258,355	660,000	20,014,281	64%
State and district assessments	3,299,435	-	3,299,435	822,082	-	2,477,353	25%
Debt Service	36,395,462	-	36,395,462	28,983,364	-	7,412,098	80%
Pay as you go Capital	1,932,506	-	1,932,506	-	229,586	1,702,920	12%
Other Financing Use - Trash Enterprise Supplement	4,042,175	-	4,042,175	4,042,175	-	-	100%
Total Expenditures and Other Uses	594,911,803	9,513,484	604,425,287	152,895,455	36,400,724	415,129,108	31%

City of Springfield

TABLED

Meeting: 10/19/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3221 A

379 Allen Street for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the , be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Allen Street

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on October 19, 2015

____

City Clerk

We hereby certify that on September 28, 2015, at 5:00 PM, at 379 Allen Street a public hearing was held on the petition of the for permission to complete the above mentioned request.

____

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the October 19, 2015, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

____

City Clerk

NOTICE OF MEETING

CITY OF
SPRINGFIELD, MASSACHUSETTS

PET. NO. 10,269 September 11, 2015

The Board of Public Works, to which was referred the petition of Margaret G. Smith and others, praying:

> "To convey a portion of the northerly street line and discontinue a small section of ALLEN STREET easterly of Island Pond Road"

Hereby gives notices that said Board will meet **at 379 Allen Street, located on the intersection of Island Pond Road with Allen Street, Springfield, MA on Monday, the twenty eight (28th) of September, 2015 at five (5:00 P.M.) o'clock in the evening**

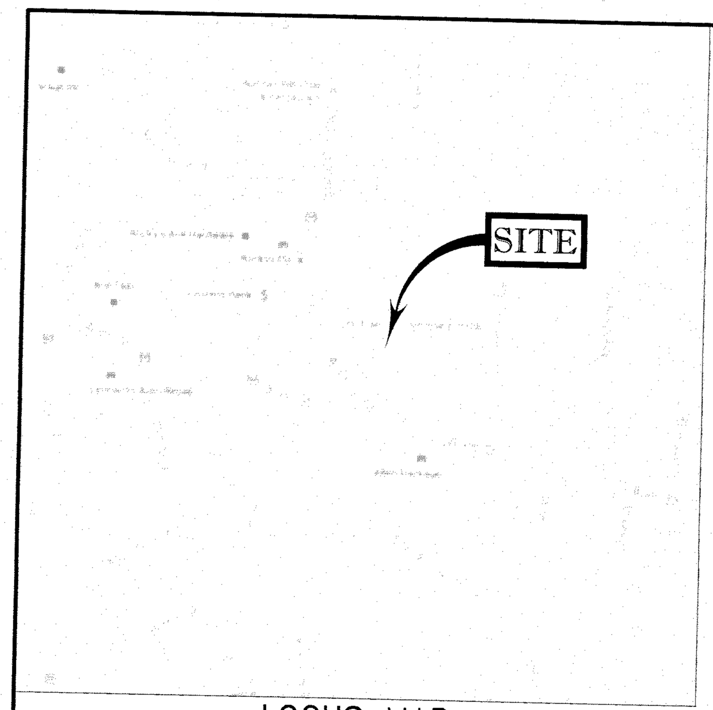
View the plan.

Hear all persons interested therein.

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

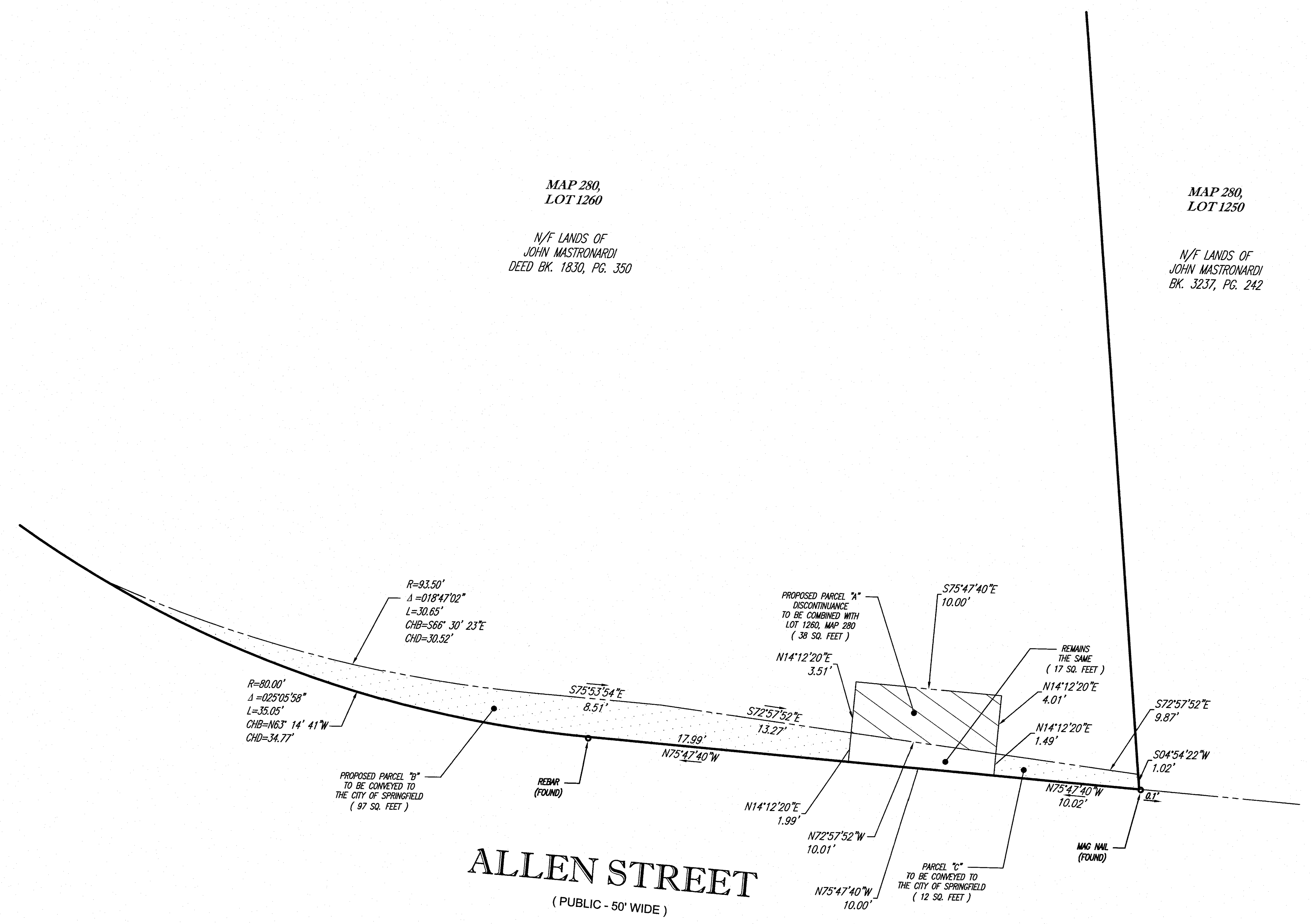
Estimate any damages resulting from the action of the Board.

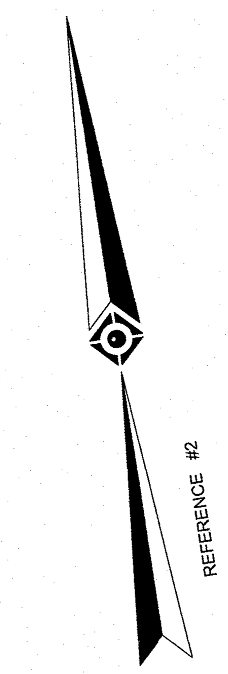
JOHN J. FITZGERALD)
MICHAEL E. TRIGGS) BOARD OF PUBLIC WORKS
RAYMOND A. AVEZZIE)



LOCUS MAP
©2008 DeLorme. Street Atlas USA

FOR REGISTRY USE ONLY





NOTES:

1. THE PURPOSE OF THIS PLAN IS TO COMBINE LOTS 1260, 1262, & 1269 ON THE CITY OF SPRINGFIELD ASSESSORS MAP # 280 INTO ONE CONTIGUOUS LOT & TO CONVEY PROPOSED PARCEL "A" TO THE CITY OF SPRINGFIELD & TO COMBINE A PORTION OF A 5.5'x10' PARCEL, PARCEL "B", OF LAND WITH LOT 1260.
2. AREA = 38 SQ FEET (PARCEL "A")
   97 SQ FEET (PARCEL "B")
   12 SQ FEET (PARCEL "C")
3. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.

REFERENCES:

1. THE TAX ASSESSOR'S MAP OF THE CITY OF SPRINGFIELD, HAMPDEN COUNTY, COMMONWEALTH OF MASSACHUSETTS, SHEET #280.
2. MAP ENTITLED "PLAN OF PROPERTY IN SPRINGFIELD, MA," BY ANDERSON ASSOCIATES, DATED DECEMBER 8TH, 2012, AND RECORDED AT THE HAMPDEN COUNTY REGISTRY OF DEEDS AS PLAN BOOK 365, PLAN 27.
3. MAP ENTITLED "SITE PLAN, SHEET NUMBER 4 OF 14," FOR NEWPORT DEVELOPMENT ASSOCIATES, LLC, BY BOHLER ENGINEERING, DATED APRIL 8TH, 2015.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

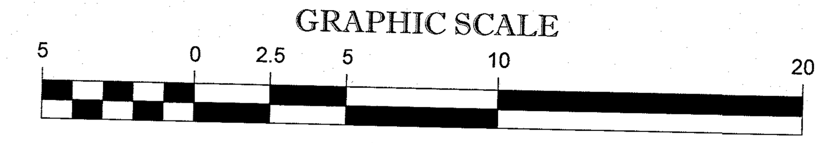
SPRINGFIELD PLANNING BOARD

CHAIRMAN

DATE

THE PLANNING BOARD'S ENDORSEMENT OF THE PLAN AS NOT REQUIRING APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT A DETERMINATION AS TO THE CONFORMANCE WITH THE SPRINGFIELD ZONING BYLAW AND REGULATIONS.

GRAPHIC SCALE



(IN FEET)
1 inch = 5 ft.

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLACK INK SEAL

COMMONWEALTH OF MASSACHUSETTS
GERRY L. HOLDRIGHT
NO. 49211
REGISTERED
PROFESSIONAL LAND SURVEYOR

8/24/15
DATE

GERRY L. HOLDRIGHT
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

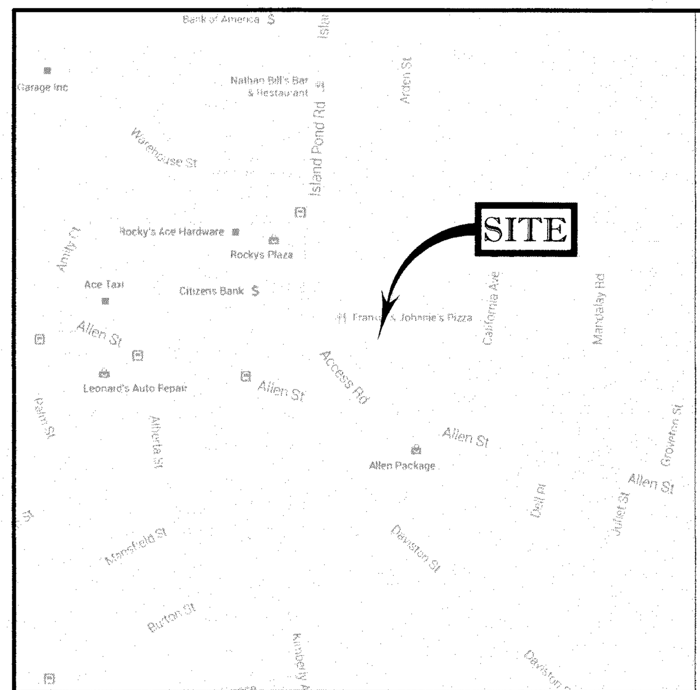
FIELD DATE	08.03.15
FIELD BOOK NO.	1409MA
FIELD BOOK PG.	102
FIELD CREW	TM
DRAWN:	J.M.R.
REVIEWED:	J.M.R.

EXCHANGE
PLAN OF LAND
379-385 ALLEN STREET
LOTS 1260, 1262, & 1269, MAP 280
CITY OF SPRINGFIELD
HAMPDEN COUNTY
COMMONWEALTH OF MASSACHUSETTS

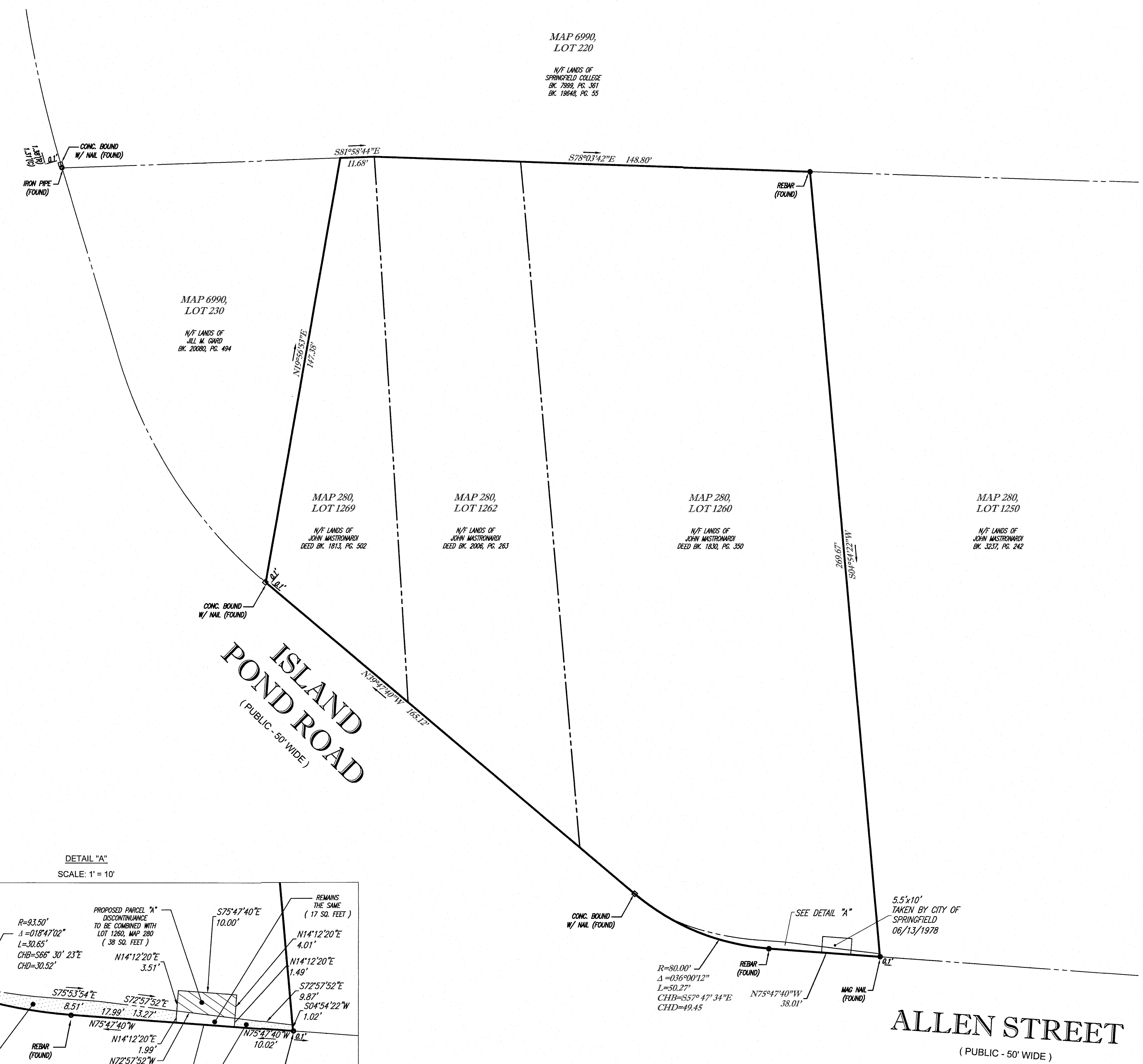
CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX
MANHATTAN, NY 646.780.0411
MT. LAUREL, NJ 609.857.2099
CHALFONT, PA 215.712.9800
WARREN, NJ 908.668.0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	8.24.15	1"=20'	CM15148	1 OF 1

Attachment: Plan Allen st Discont. (3221 : Allen Street)



LOCUS MAP
©2008 DeLorme. Street Atlas USA



NOTES:

1. THE PURPOSE OF THIS PLAN IS TO COMBINE LOTS 1260, 1262, & 1269 ON THE CITY OF SPRINGFIELD ASSESSORS MAP # 280 INTO ONE CONTIGUOUS LOT & TO CONVEY PROPOSED PARCEL "A" TO THE CITY OF SPRINGFIELD & TO COMBINE A PORTION OF A 5.5'x10' PARCEL, PARCEL "B", OF LAND WITH LOT 1260.
2. AREA = 25,563 SQ. FEET (LOT 1260)
   11,034 SQ. FEET (LOT 1262)
   5,149 SQ. FEET (LOT 1269)
   38 SQ. FEET (PARCEL A)
   41,784 SQ. FEET OR 0.959 ACRES
3. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.

REFERENCES:

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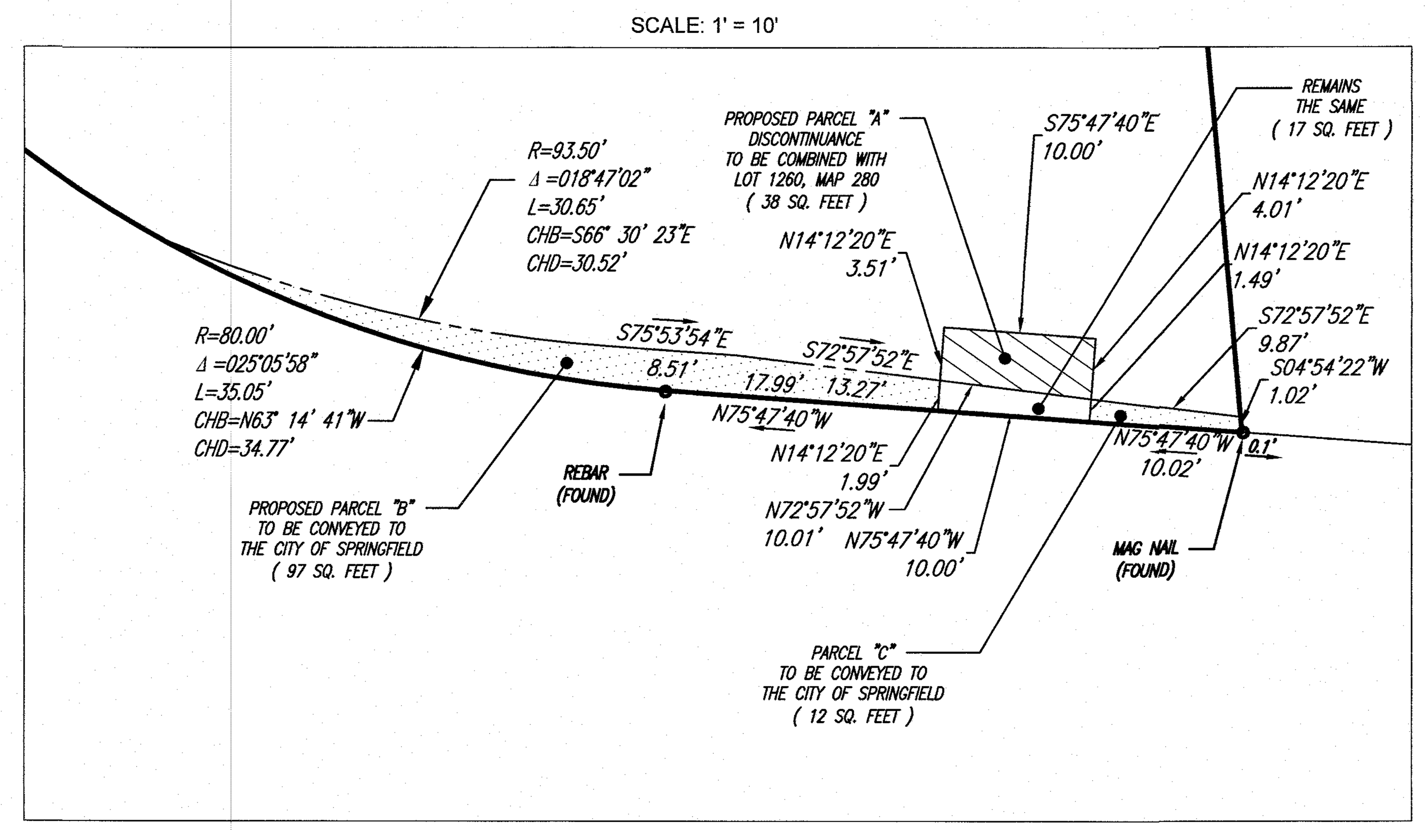
3. MAP ENTITLED "SITE PLAN, SHEET NUMBER 4 OF 14," FOR NEWPORT DEVELOPMENT ASSOCIATES, LLC, BY BOHLER ENGINEERING, DATED APRIL 8TH, 2015.

DETAIL "A"

SCALE: 1' = 10'



APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

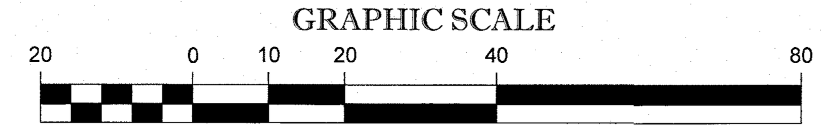
SPRINGFIELD PLANNING BOARD

CHAIRMAN

DATE

THE PLANNING BOARD'S ENDORSEMENT OF THE PLAN AS NOT REQUIRING APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT A DETERMINATION AS TO THE CONFORMANCE WITH THE SPRINGFIELD ZONING BYLAW AND REGULATIONS.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

FOR REGISTRY USE ONLY

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLACK INK SEAL

COMMONWEALTH OF MASSACHUSETTS GERRY L. HOLDRIGHT NO. 49211 REGISTERED PROFESSIONAL LAND SURVEYOR

8/24/15
DATE

GERRY L. HOLDRIGHT
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	APPROVAL NOT REQUIRED PLAN OF LAND 379-385 ALLEN STREET
08.03.15	LOTS 1260, 1262, & 1269, MAP 280
FIELD BOOK NO. 1409MA	CITY OF SPRINGFIELD
FIELD BOOK PG. 102	HAMPDEN COUNTY, COMMONWEALTH OF MASSACHUSETTS
FIELD CREW TM	CONTROL POINT ASSOCIATES, INC. 352 TURNPIKE ROAD SOUTHBOROUGH, MA 01772 508.948.3000 - 508.948.3003 FAX; MANHATTAN, NY 646.780.0411 MT. LAUREL, NJ 609.857.2099 CHALFONT, PA 215.712.9800 WARREN, NJ 908.668.0099
DRAWN: J.M.R.	

REVIEWED:	APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
J.M.R.	G.L.H.	8.24.15	1"=20'	CM15148	1 OF 1

City of Springfield

SCHEDULED

Meeting: 10/19/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3234

Order of Location for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the EVERSOURCE ENERGY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Westford Avenue

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on October 19, 2015

City Clerk

We hereby certify that on September 30, 2015, at 5:00 PM, at Front of #14 Westford Ave.Springfield, MA a public hearing was held on the petition of the EVERSOURCE ENERGY for permission to complete the above mentioned request.

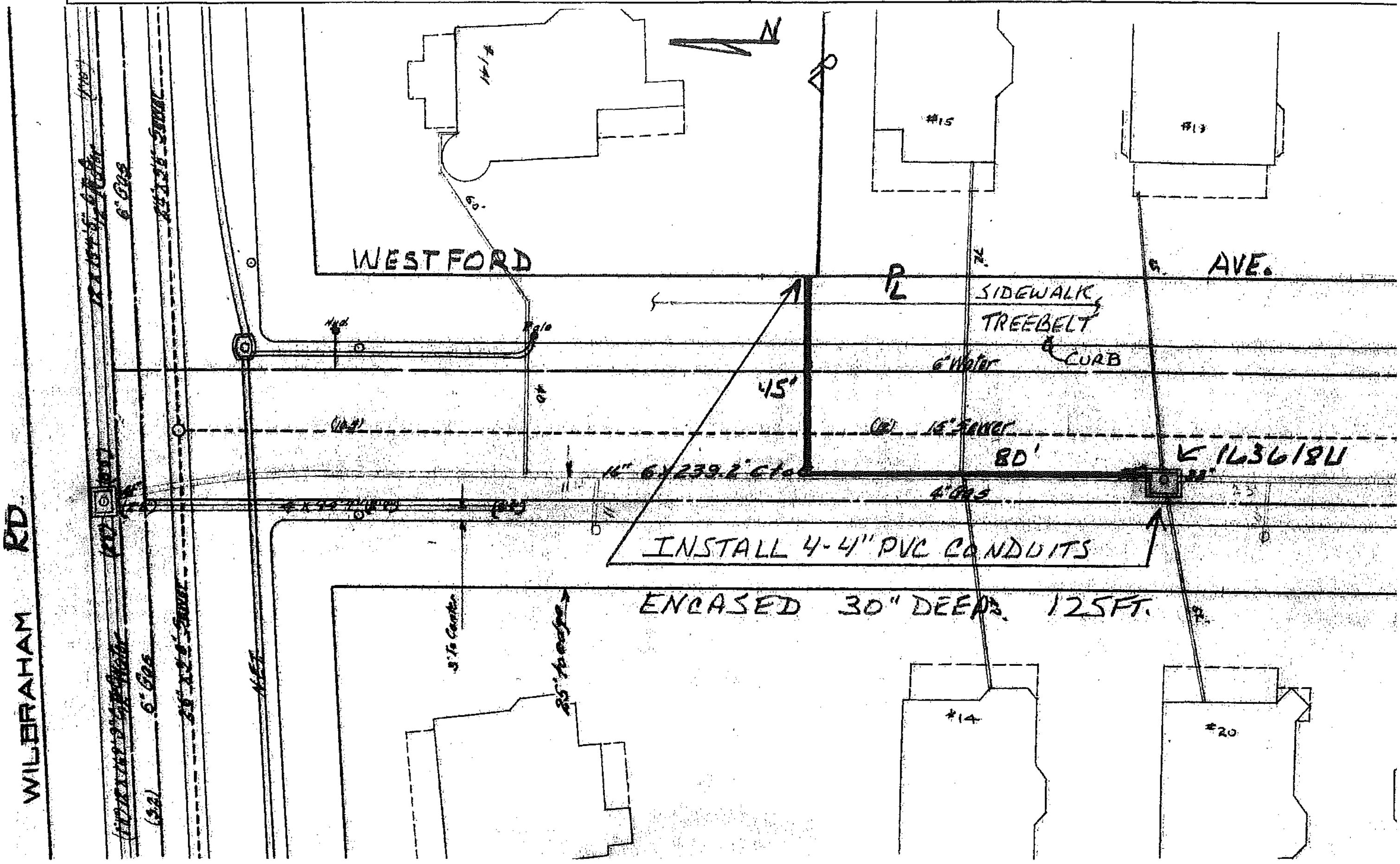
City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the October 19, 2015, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

EVERSOURCE	TOWN SPRINGFIELD
NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY	STREET WEST FORD AVE.



Upgrading electric system in this area to an automated loop feed system. This will improve the quality and reliability of electric service to the area.
Install 4-4" conduits 80 ft. north from existing electric manhole 1636/8U and 45ft. east to the property line of 141 Wilbraham Rd.

LEGEND

PROPOSED JOINT POLE
PROPOSED EVERSOURCE POLE
EXISTING JOINT POLE
EXISTING EVERSOURCE POLE
EXISTING EVERSOURCE POLE TO BE MADE JOINT
EXISTING FOREIGN POLE TO BE MADE JOINT
HANDHOLE
PAD MOUNT TRANSFORMER
UG. CONDUIT
UG. PRIMARY CABLE
UG. SECONDARY CABLE
MANHOLE
HEXHOLE

DRAWN BY	WO #	DISTANCES ARE APPROXIMATE	PETITION NO
Mike Sands	65520915	1" = 40'	#6229

WR# 2518796

DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCES
CITY OF SPRINGFIELD
MASSACHUSETTS

DATE: September 14, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
September 30, 2015

NOTICE OF MEETING

Wednesday– September 30, 2015 – In front of #14 Westford Avenue at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE
New Business: Westford Avenue HEARING RE: To install 80 feet of 4-4" conduits.

Office of Planning & Economic Development
Analysis for a Zone Change

282 Central Street (02560-0053) & SS Florence Street (05200-0120) & NS Central Street (02560-0055/0056) Residence B to Commercial A

General Information

Applicant:	Ayala Enterprise, LLC
Request:	Residence B to Commercial A
Location:	282 Central Street, SS Florence Street and NS Central Street
Parcel Size:	24,228 s.f.
Purpose:	Construction of a maintenance garage
Surrounding Land Use and Zoning:	The property is located in the Six Corners neighborhood. This site is located in an area with a mix of commercial and residential uses. The surrounding land uses include: To the north is vacant land zoned Residence B. To the south are a retail operation and vacant land zoned Residence B. To the east are two-family homes zoned Residence B. To the west are a retail operation and apartment building zoned Commercial A.
Comprehensive/ Neighborhood Plan:	The Six Corners Neighborhood Plan shows no changes to this area.
Site Visit:	9-28-15
Neighborhood Council Notification:	Maple High/Six Corners Neighborhood Council: 9-22-15
Planning Board Hearing Date:	10-7-15

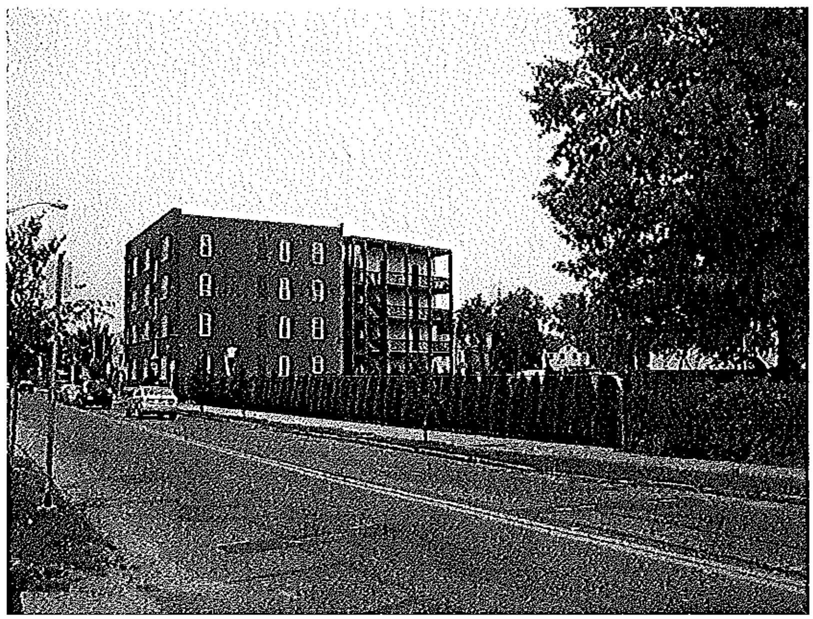
Special Information

Traffic & Parking:	N/A
Physical Characteristics:	N/A
Other Notes:	N/A

Analysis

The petitioner has requested to change the zoning of the properties known as 282 Central Street, SS Florence Street and NS Central Street from Residence B to Commercial A. These sites are the location of a twenty (20) unit apartment building and accessory parking. The zone change is being requested in order to construct a maintenance garage on the property.

After reviewing the plans, the staff does not object to the proposed zone change. Commercial A allows only limited commercial uses and is a zone that can be found within the neighborhood, including properties located directly across the street from this property. It should also be noted that this building had been severely damaged by the 2011 tornado and has undergone significant renovations. With regards to the proposed plans, the staff is concerned that the proposed building lacks windows. Understanding the petitioner may have security concerns, the staff does believe that the due to the fact that this building is going to be located within a residential neighborhood, the significant massing of the building should include windows on each side, especially along the Central Street frontage. The staff also believes that adding windows will help this proposed structure blend into the new construction that has been recently completed along Central Street.



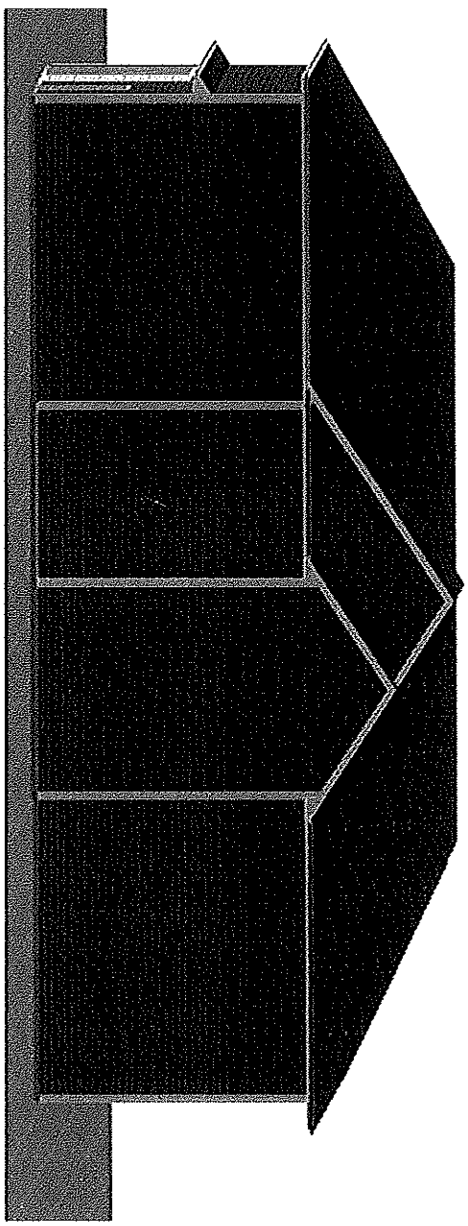
Further, it should to be noted that the petitioner has had a successful track record in the City including a significant revitalization project to the large apartment building across the street from this site. This petitioner is also in the process of constructing several new single-family homes along the Central Street corridor, which have dramatically changed the overall feel of this street. The rehabilitation of these apartment buildings as well as the construction of these new homes all compliment the City's efforts to revitalize this neighborhood which had been devastated by the June 2011 tornado.

Additionally, as can be seen by the attached photos, a landscape buffer already has been installed along Central Street. The plans submitted show that this buffer is to remain. As per the Zoning Ordinance, a five (5) foot landscaped buffer is also going to be required along the property lines which abut the Residence B zones.

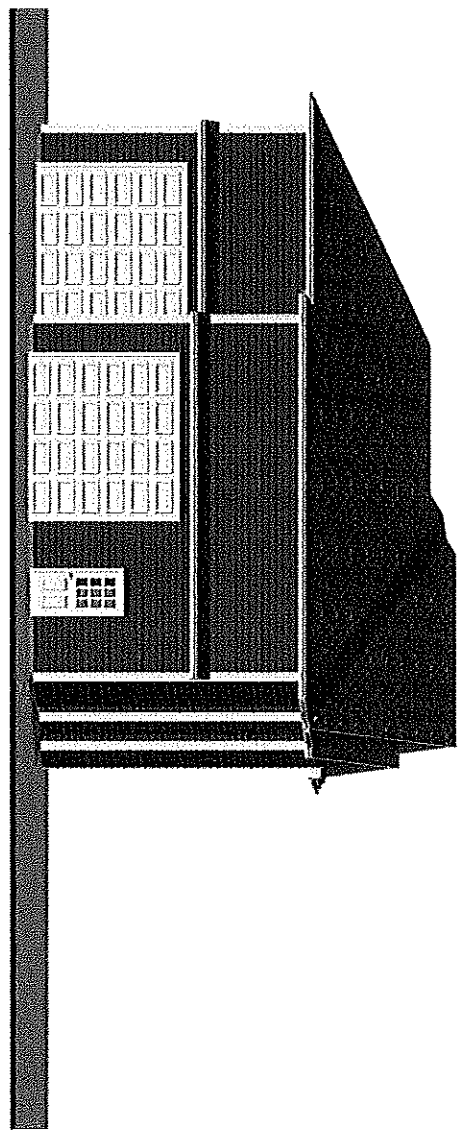
RECOMMENDATION

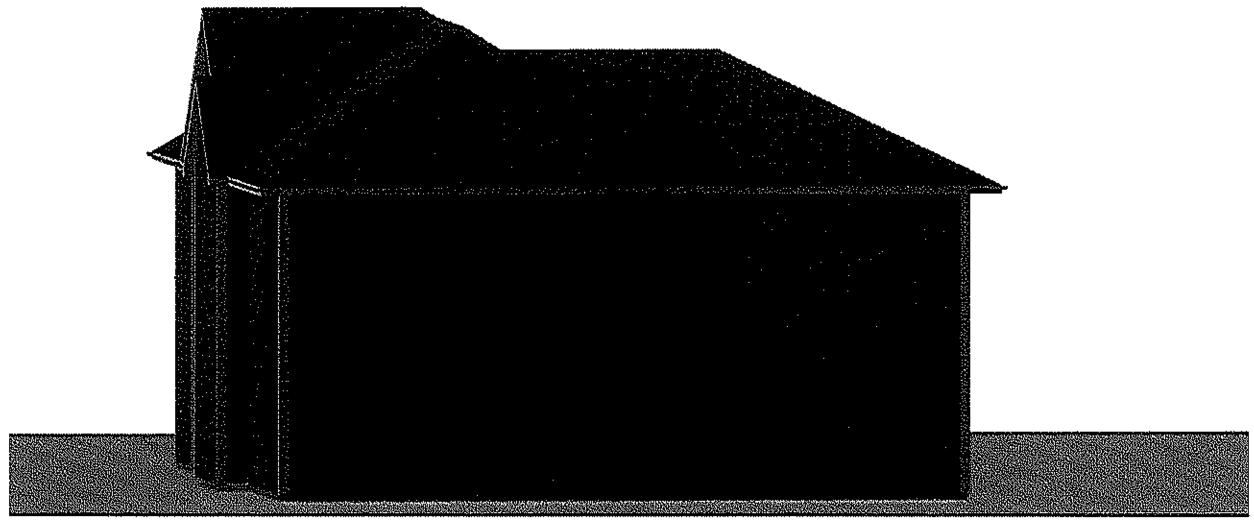
Approve.

FRONT VIEW

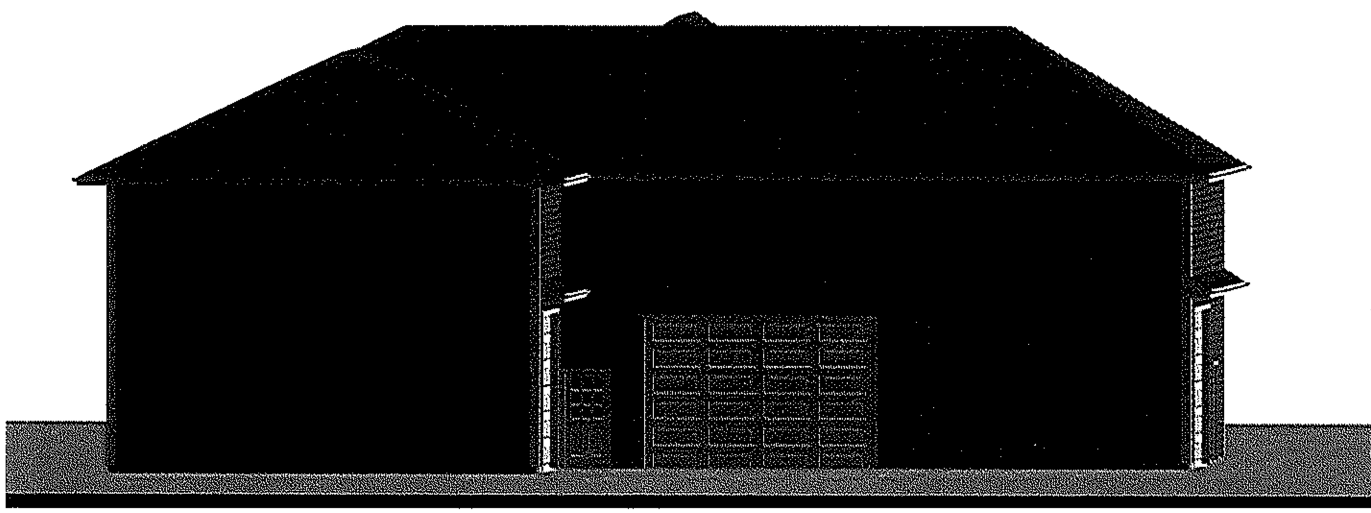


LEFT VIEW



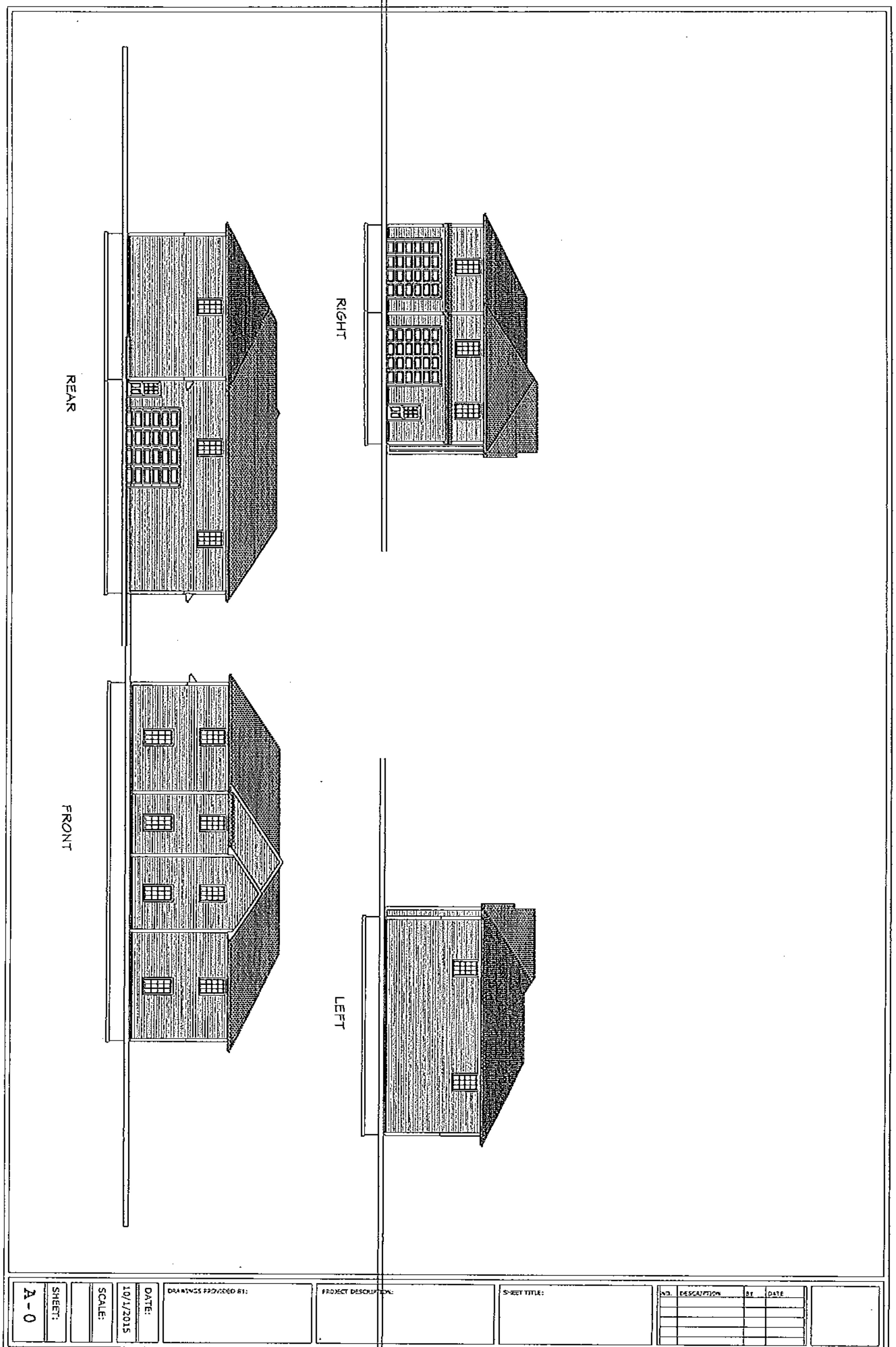


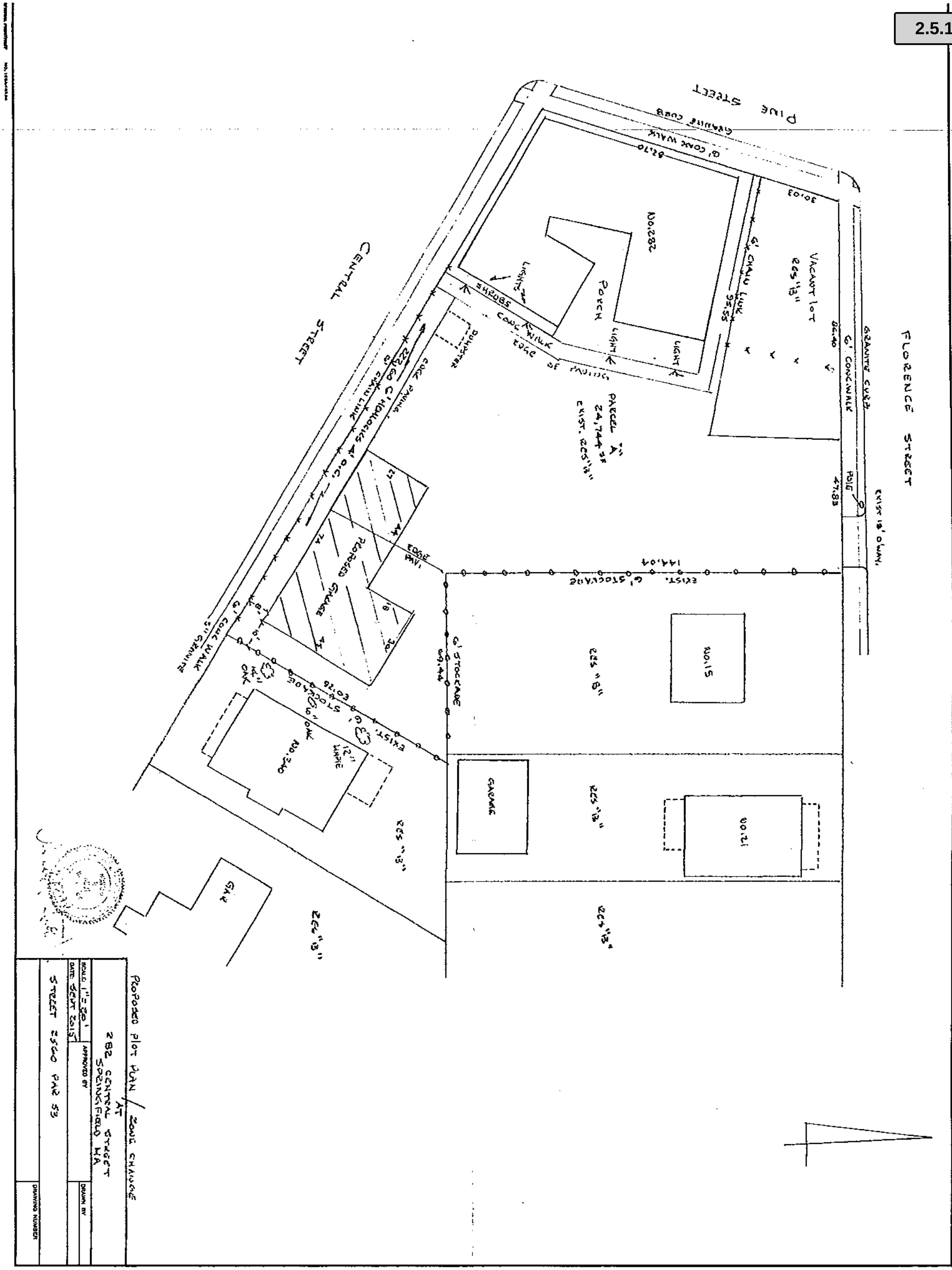
RIGHT VIEW

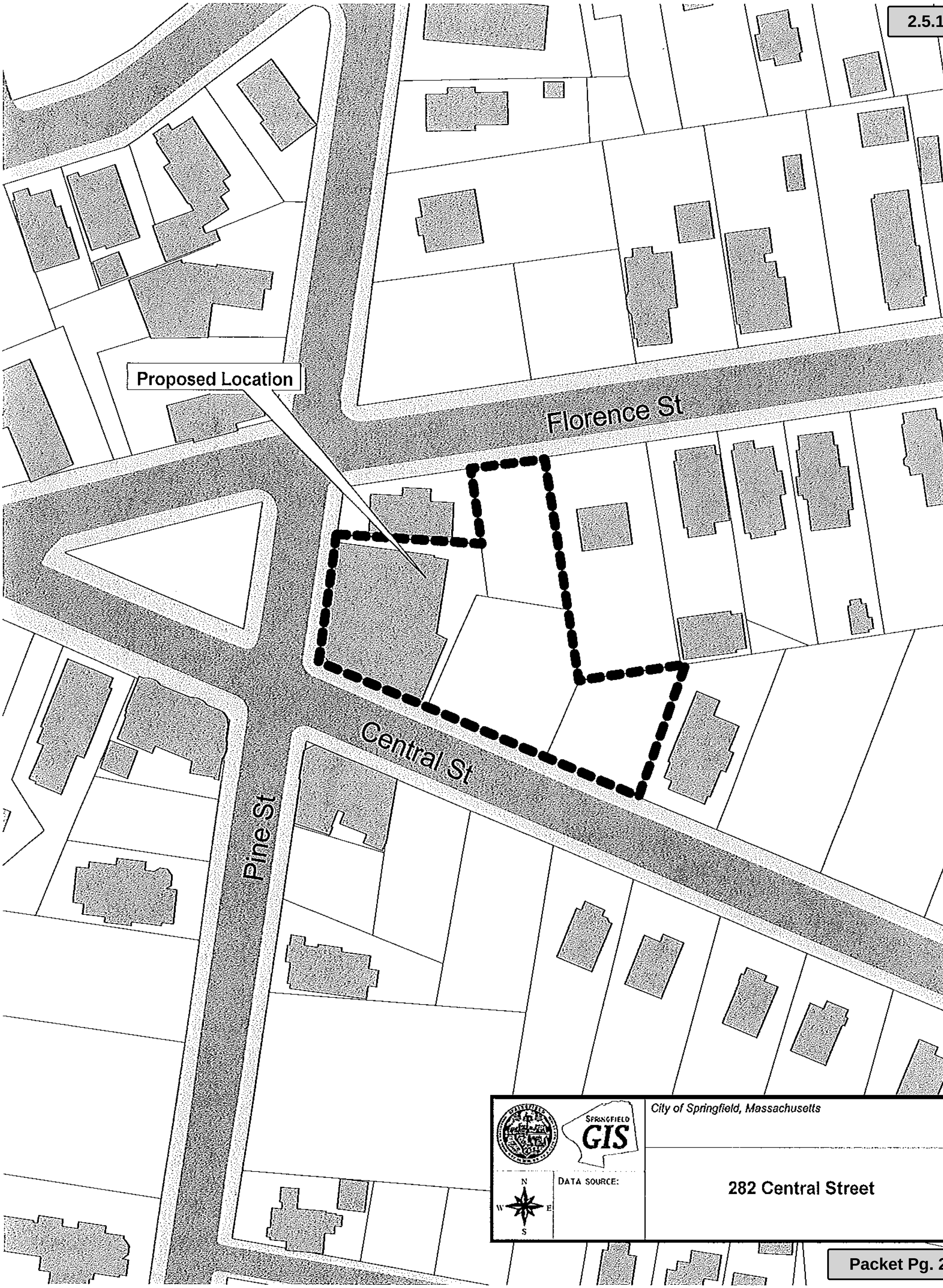


REAR VIEW

Revised Plans




PINE STREET
CENTRAL STREET
FLORENCE STREET
PARCEL "A" 24,744 SF EXIST. RES "B"
NO. 282
PORCH
VACANT LOT RES "B"
PROPOSED GARAGE
DUMPSTER
NO. 15
NO. 21
NO. 240
GARAGE
PROPOSED PLOT PLAN / ZONE CHANGE AT 282 CENTRAL STREET SPRINGFIELD MA
SCALE 1" = 30'
DATE SEPT 2015
APPROVED BY
DRAWN BY
DRAWING NUMBER
STREET 2560 PAR 53


Proposed Location
Florence St
Central St
Pine St
City of Springfield, Massachusetts
SPRINGFIELD GIS
DATA SOURCE:
N
S
W
E
282 Central Street

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

AN ORDINANCE

AMENDING SECTION 47 OF THE BUILDING ZONE MAP

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

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence B to Commercial A** the zoning on **Plot #3178, Section 47** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 47 Building Zone Map of the City of Springfield."**

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on October 7, 2015 regarding the above Ordinance amendment.

1 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

Ben Swan Jr., Chairperson

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

AN ORDINANCE

AMENDING SECTION 47 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence B to Commercial A** the zoning on **Plot #3178, Section 47** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 47 Building Zone Map of the City of Springfield."**

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: #3178
SECTION: 47

DATE: October 8, 2015

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Ayala Enterprise, LLC

ADDRESS: 282 Central Street, SS Florence Street and NS Central Street

CHANGE REQUESTED: Proposed zone change from Residence B to Commercial A.

PETITIONER'S PURPOSE STATEMENT: Construction of a maintenance garage.

DATE OF PUBLIC HEARING: October 7, 2015

DATE OF FINAL DECISION: October 7, 2015

BOARD MEMBERS PRESENT and COUNT: eight (8): Mr. Daniele, Ms. DeFillipo, Mr. Cignoli Mr. Swan, Mr. Florian, Ms. McQuade, Ms. Morin and Ms. Choi

FINAL MOTION: Approve

IN FAVOR: eight (8): Mr. Daniele, Ms. DeFillipo, Mr. Cignoli, Mr. Swan, Mr. Florian, Ms. McQuade Ms. Morin and Ms. Choi

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,

Ben Swan Jr., Chairperson

City of Springfield

SCHEDULED

Meeting: 10/19/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3228

FY16 ORI TAG Grant Acceptance - No Match Required ($62,755) (Mayor Sarno)

WHEREAS, the Department of Health and Human Services has been awarded a Targeted Assistance Grant/Formula of $62,755.00 from the Massachusetts Executive Office of Health & Human Services, Office of Refugees and Immigrants for the grant period September 30, 2015 through September 29, 2016; and

WHEREAS, the City of Springfield, Ma has been approved for funding to provide direct services under the Massachusetts Refugee Resettlement Program through a subcontract with the Jewish Family Services to provide said services to meet program goals; and

WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

ORI/TAG - $62,755

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/1/2015

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year? YES
If yes, please indicate your previous project number: **ORI15**

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

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
XX State – City
Private/Other

Grant Name: OriTag

Total Grant Amount Awarded: $ 62,755.00
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.

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

Entity Name	Mass Dept. of Public Health
Contact Person	Robin Carmona
Street Address	600 Washington Street, 4th Floor
City, State, Zip Code	Boston, MA 02111
Telephone	617-988-3462
Fax	617-727-1822
E-Mail	robin.carmona@state.ma.us

Actual Award Date	9/29/2015
Board Approval Date	
Start Date	10/1/2015
Expiration Date	9/29/2016
Renewal Action Date (optional)	

If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
To provide Targeted Assistance Grant/Formula services, vis subcontract with Jewish family Services

Comments re: Conditions/Restrictions of Grant
See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
CTORI010015TAG000002

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

Org Code: 28975200

Object Codes: 530105 / 578700

Budget Roll-Up Codes: YES

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

Signature

10/1/2015
Date

Please attach the following documents:

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Office for Refugees and Immigrants MMARS Department Code: ORI	
Legal Address: (W-9, W-4,T&C): 95 State Street, Ste. 201 Springfield, MA 01103		Business Mailing Address: 600 Washington Street, 4th Floor Boston, MA 02111	
Contract Manager: Helen Caulton Harris		Billing Address (if different):	
E-Mail: Helen Caulton Harris		Contract Manager: Robin Carmona	
Phone: (413) 787-6745	Fax: (413) 787-6458	E-Mail: robin.carmona@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: (617) 988-3462	Fax: (617) 727-1822
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CTORI010015TAG000002 RFR/Procurement or Other ID Number: FY15-ORI-04	

__ NEW CONTRACT	X CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) __ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ Emergency Contract (Attach justification for emergency, scope, budget) __ Contract Employee (Attach Employment Status Form, scope, budget) __ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date *Prior* to Amendment: 9/29/2015 . Enter Amendment Amount: $ 36,398 . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) X Amendment to Scope or Budget (Attach updated scope and budget) __ Interim Contract (Attach justification for Interim Contract and updated scope/budget) __ Contract Employee (Attach any updates to scope or budget) __ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
__ Commonwealth Terms and Conditions _ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 91,398 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); X only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
FFY16 Targeted Assistance Grant/Formula (TAG/F) renewal – first allocation of FFY16 grant to continue the provision of TAG/F services to refugees in in Hampden County.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
__ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
X 3. were incurred as of 9/30/2015 , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 9/29/2016 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: ______________________. Date: __________.	X: ______________________. Date: __________.
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Domenic J. Sarno .	Print Name: Didier Bertola .
Print Title: Mayor .	Print Title: Chief Financial Officer .

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth **Information Technology Division's Security Policies.** Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Commonwealth of Massachusetts
Executive Office of Health and Human Services
Office for Refugees and Immigrants (ORI)
600 Washington Street, 4th floor
Boston, MA 02111
Tel: 617-727-7888 Fax: 617-727-1822 TTY: 617-727-8147

CHARLIE BAKER
Governor

KARYN POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MARY TRUONG
Executive Director

September 29, 2015

Helen Caulton-Harris, Director
City of Springfield
Department of Health and Human Services
95 State Street
Springfield, MA 01103

Dear Ms. Caulton-Harris:

I am pleased to inform you that the City of Springfield has been conditionally approved for funding to provide Targeted Assistance Grant/Formula (TAG/F) services, via a sub-contract with Jewish Family Services of Western Massachusetts, in FFY 2016 (October 1, 2015 through September 29, 2016). As in FFY 2015, the Office of Refugee Resettlement (ORR) is incrementally funding Targeted Assistance Formula (TAG/F) grants with an initial allocation of 58% of the expected annual grant award for the first seven months. The remaining 42% allocation is expected before the end of the seven-month period in April 2016, pending the availability of funding.

Although ORI has received only 58% of its anticipated FFY16 TAG/F allocation to date from ORR, we will contract with the City of Springfield for the full 12-month period from October 1, 2015 through September 29, 2016. We will proceed in FFY16 under the assumption that the remainder of our anticipated allocation will be available to ORI and its TAG/F contractors before the end of the initial seven-month period, and contracts will be amended as soon as additional funds are available, to reflect the full amount of the annual award. For ease of planning and administration, performance goals will be developed based on the ***annual award amount***, and TAG/F contractors should develop Local Plans to reflect services, activities and performance goals for the 12-month contract period.

As outlined below, the total FFY 2016 TAG/F award to the City of Springfield is $62,755, with the first allotment of $36,398 available upon the execution of a contract renewal for FFY16, and a second allotment of $26,357 expected via contract amendment before the end of April 2016. ***Please note that the TAG/F program in Springfield must provide DRIVE services to a minimum of 20 clients over the 12-month contract period, with an allocation of up to $15,000 of its FFY16 TAG/F award.***

	Total FFY16 TAG/F Award	Allocation 1 (58%)	Allocation 2 (42%)	Total Clients to be Served*	Funds Allowable for DRIVE	DRIVE Clients (may be duplicative)
City of Springfield	$62,755	$36,398	$26,357	33	$15,000	20
Administrative	$5,021	$2,912	$2,109			
JFSWM	$57,734	$33,486	$24,248			

* *"Caseload" refers to the minimum number of clients required to be newly enrolled during the contract period (including new refugee arrivals, asylees, Cuban/Haitian entrants, secondary migrants, certified trafficking victims, Special Immigrant Visa holders, and others eligible for refugee benefits and services as specified in the MRRP/Wilson/Fish Program Regulations and the applicable ORR State Letters). Overall TAG/F enrollments and DRIVE enrollments may be duplicative. Clients who are carried over from the FFY15 contract period to the FFY16 contract period are not included in this number, but are expected to be served through this funding allocation.*

Please be aware that funding for programs is contingent upon the availability of federal funds, and your organization's successful completion of all contract documents, including the following:

- Signed Standard Contract Form (see attached).
- ***A separate line-item budget for each program location for both the annual budget ($62,755) and the 58% budget ($36,398).*** Please make sure to review the UFR Codes and select those that most appropriately describe the individual line items included in your budget.
- A separate budget narrative for each line-item budget, which provides justification for each line item.
- A completed Program Staffing Chart, which identifies the program staff who will be assigned to the contract program for each location, the job title for each staff person, and the total number of hours per week and the FTE of each staff person assigned to the program. (Staff positions which are vacant should be so noted, with a projected hire date.)
- Current organizational chart, showing the organizational location of the funded program(s).
- Current resumes for all management and program staff that are new to the contract for FFY16 services.

Please complete and submit by e-mail, all required documents as soon as possible, but no later than ***Monday, October 5, 2015***, to Leticia Ripalda at leticia.ripalda@state.ma.us.

All budgets, program staffing, and other required documents are subject to review and approval by ORI. Once the budgets and program staff are finalized, ORI will forward the completed contract to you for signature by the authorized signatory for your organization. If you have any technical questions related to filling out the budget form, please contact ORI Contract Specialist Robin Carmona at (617) 988-3462 or robin.carmona@state.ma.us. For all other questions, please contact Leticia Ripalda at (617) 988-3483 or leticia.ripalda@state.ma.us.

We look forward to continuing our work with you and your organization to serve refugees in Massachusetts.

Sincerely,

Mary Truong
Executive Director

cc: Didier Bertola, Chief Financial Officer, ORI
Jennifer Schamel, Director of Workforce Development, ORI

City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 3238)

Meeting: 10/19/15 07:00 PM
Department: City Council
Category: General
Prepared By: Susan Kacoyannakis
Initiator: Michael A. Fenton
Sponsors: Fenton, Shea, Walsh, Luna
DOC ID: 3238

Disastrous Trade Policies

WHEREAS, U.S. trade deals for the past 25 years have been corporate-driven, incorporating rules that skew benefits to economic elites while requiring working families to bear the brunt of such policies, and

WHEREAS, the growing trade deficits, driven by the North American Free Trade Agreement, China's accession to the World Trade Organization, and the U.S.-Korea Free Trade Agreement, have displaced 700,00 jobs and 3.2 million jobs, and 75,000 jobs respectively, and

WHEREAS, U.S. employment in manufacturing dropped by 5 million from 2000 to 2015, and

WHEREAS, Jobs lost due to trade devastate families and entire communities and can permanently reduce lifetime earnings for hundreds of thousands of workers, and

WHEREAS, the long decline of the American manufacturing base - exacerbated by bad trade policies that reward outsourcing - has undermined our economic security and poses a direct threat to our national security, and

WHEREAS, the offshoring of manufacturing and service jobs deprives local and state governments of sorely needed revenues, jeopardizing the livelihoods of millions of public servants as well as construction workers whose jobs depend upon infrastructure building, repair and maintenance, and

WHEREAS, Under NAFTA-style trade rules, the U.S. annual trade deficit has increased dramatically from 70 billion in 1993, the year before NAFTA went in to effect, to more than $508 billion in 2014, and

WHEREAS, the disproportionate voice of powerful global corporation in the formation of U.S. "free trade" agreements has advance an agenda that undermines the public interest and threatens democracy, and

WHEREAS, NAFTA and all but two of the U.S. trade deals that followed it include special legal rights for foreign investors, known as "investor-to-state dispute settlement" or ISDS, that allow foreign firms to bypass state and federal courts to challenge state and federal laws, regulations, and administrative and judicial decisions in international tribunals, and

WHEREAS, Foreign investors already have used NAFTA's ISDS provisions to challenge decisions regarding local building permits, environmental regulations, state bans on toxic chemicals and decisions of state courts, and

WHEREAS, Climate change and environmental degradation threaten communities across the globe, and ISDS provisions in the Trans-Pacific Partnership (TPP) may expose nations enacting policies to fight climate change to ISDA cases that undermine these efforts, and

WHEREAS, Promoting economic growth with equity in Springfield requires an approach that reforms the entire trade negotiation process to ensure that voices of workers, farmers, small businesses, families and communities are heard and their interests addressed, and

WHEREAS, the TPP has been negotiated in secret, effectively shutting state and local governments out of the process, limiting our ability to influence its rules to ensure the people of Springfield can participate in the benefits of trade, and

WHEREAS, Given the enactment of fast track trade negotiating authority, states, localities and their citizens will have no opportunity to correct shortcomings in the TPP since its text will not be made public until it is final and no longer can be improved, and

WHEREAS, Repeating old mistakes in negotiating new trade agreements such as the TPP represents a missed opportunity to strengthen our economy, reduce income inequality and promote sustainable growth,

NOW, THEREFORE, BE IT RESOLVED, the Springfield City Council calls upon our elected officials in the U.S. Senate and the U.S. House of Representatives to oppose the TPP and any similar trade deals if they fail to restructure the misguided and failed policies of the past.

City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 3237)

Meeting: 10/19/15 07:00 PM
Department: City Council
Category: Council Request
Prepared By: Kelley Mickiewicz
Initiator: Kateri B. Walsh
Sponsors:
DOC ID: 3237 A

City Council Agenda

WHEREAS, the order of the City Council Agenda should be professional, respectful and courteous, and

WHEREAS, there should be a courtesy extended to our Department Heads who are included in the agenda, and

WHEREAS, there should be a specific order in which items are discussed, and

WHEREAS, regular agenda items pertaining to Council matters should be heard after the grants,

NOW, THEREFORE, BE IT RESOLVED that the grant portion of the agenda be first and grants addressed in the order they are presented.

City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

Meeting: 10/19/15 07:00 PM
Department: City Council
Category: General
Prepared By: Susan Kacoyannakis
Initiator: Kateri B. Walsh
Sponsors: At-Large Councilor Walsh, Ward 6 Councilor Shea
DOC ID: 3239

RESOLUTION (ID # 3239)

Redesign of X Traffic Pattern

Whereas, the recent plan outlining the potential redesign of the X intersection and traffic changes has raised many concerns with City residents, and

Whereas, since this plan was presented, the City Council has heard from residents and business owners who are skeptical of this plan, and

Whereas, there is agreement that there are traffic problems at the X, which need to be addressed but there are serious concerns about using Park Land as part of the solution, and

Whereas, as Elected Officials representing businesses and residents, we are concerned about the affect this plan will have on businesses and commuter traffic at the X, and

Whereas , there will be increased traffic on residential streets and the Senior Housing at Barney Manor with the addition of 2,500 cars using the new plan,

Now ,Therefore , Be It Resolved, that the Springfield City Council strongly opposes the use of any Park Land in the redesign of the X intersection and that Park Land in Forest Park be protected and preserved, whereas in this proposal for a "park loop road "raises concerns about the impact on the environment and natural beauty of Forest Park, the recreational value of the tennis courts and Swan Pond.

City of Springfield
36 Court Street
Springfield, MA 01103

TABLED

RESOLUTION (ID # 3110)

Meeting: 10/19/15 07:00 PM
Department: Law
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: At-Large Councilor Bud L. Williams
DOC ID: 3110

Prohibition on the Sale of Loose Cigars

WHEREAS, it is the foremost responsibility of the City Council to protect the health and safety of the citizens of the City of Springfield.

WHEREAS, the Attorney General for the United States of America, the American Lung Association and the American Heart Association have listed the smoking of tobacco products as one of the leading causes of preventable deaths for Americans.

WHEREAS, the sale of individual cigars reduces the cost of this dangerous product and makes it more easily accessible to minors.

WHEREAS, the municipalities of Boston, Bedford, Montague, Salem, Malden, Athol and others have already adopted ordinances prohibiting the sale of singular cigars and cigarettes.

WHEREAS, the Board of Health for the City of Springfield has the power to regulate the sale of tobacco products.

NOW, THEREFORE, BE IT RESOLVED, that the Springfield City Council urges the Springfield Board of Health to issue regulations stating that no person or entity may sell or cause to be sold, or distribute or cause to be distributed, any cigar or cigar package that contains fewer than four (4) cigars.

HISTORY:

06/15/15 City Council **REFERRED TO COMMITTEE**
Next: 09/14/15

09/14/15 City Council **REFERRED TO COMMITTEE**
Next: 10/19/15

City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 3240)

Meeting: 10/19/15 07:00 PM
Department: Law
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: President - Ward 2 Councilor Michael A. Fenton
DOC ID: 3240 A

Vehicles for Hire

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 390-6, Article II, thereof, entitled Taxicab and Livery Vehicles, to change a Definition.

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

Section 1. Section 390-6 of Chapter 390, Taxicab and Livery Vehicles, of the Code of the City of Springfield, is hereby amended by adding a new paragraph to Definitions - Livery Vehicle, to read as follows:

All livery vehicle owners must obtain written approval from the City of Springfield Taxi and Livery Commission prior to operating a livery business within the City. All livery drivers must obtain a livery license before operating a livery motor vehicle from the City of Springfield Taxi and Livery Commission. Livery companies must maintain a minimum of five (5) vehicles. All livery companies must have a business license issued by the City of Springfield Taxi and Livery Commission before obtaining a livery plate issued by the Registry of Motor Vehicles. All livery vehicle owners and operators shall abide by the City of Springfield Taxi and Livery Commission's Ordinances and Rules and Regulations.

City of Springfield

Meeting: 10/19/15 07:00 PM
Initiator: Wayman Lee
TABLED Sponsors: President - Ward 2 Councilor Michael A. Fenton
DOC ID: 3212

Removal Jersey Barriers from Main Street and State Street (President - Ward 2 Councilor Fenton)

WHEREAS, Chapter 81 of the Acts of 1953 authorizes the Mayor and City Council to delegate authority vested in them, including the placement of traffic devices such as jersey barriers, to various boards and commissions, such as the Traffic Commission.

WHEREAS, the City Ordinances, Sec. 385-1 delegates authority to the Traffic Commission.

WHEREAS, Article III, Section 5 of the General Articles of the Rules of the Road established by the Traffic Commission states that the Traffic Engineer may establish on an experimental basis, certain changes to the posted regulations for a period of time not to exceed one hundred twenty (120) days.

WHEREAS, in April and May of 2015, under the authority given to the Traffic Engineer under the abovementioned Article III, Section 5, the City approved MGM Springfield request to place certain jersey barriers in the right-of-way on Main Street and State Street in the City of Springfield for a one hundred and twenty (120) day trial period.

WHEREAS, the "trial period" for the jersey barriers placed by MGM Springfield on Main Street and State Street expired at the end of August 2015.

WHEREAS, no hearing of the Traffic Commission or the City Council has been conducted to approve the location of said jersey barriers which are now in the public right-of-way illegally.

ORDERED, that the Law Department immediately and forthwith issue a cease and desist letter to MGM Springfield demanding the removal of jersey barriers from the public right-of-way on Main Street and State Street until the City Council can conduct a public hearing on the placement of said jersey barriers as is now required under the law.

FURTHER ORDERED, that if the jersey barriers which are the subject of this order, are not removed on or before October 6, 2015, that the Law Department is ordered to commence any and all legal action required to achieve the removal of said barriers.

City of Springfield

TABLED

Meeting: 10/19/15 07:00 PM
Initiator: Wayman Lee
Sponsors:
DOC ID: 3210

Open Air Parking Revocation ()

Ordered, that a hearing be given on **Monday evening, September 21, 2015** at 7:00 o'clock P.M., to the owners or occupants of property listed below relative to the revocation of licenses granted to them for open-air parking. Said hearings to be held in accordance with Chapter 148, Section 56 of the General Laws, as amended.

Be it Further Ordered, that the licenses granted to the owners or occupants of property listed below for a license allowing for open air parking be and the same are hereby **revoked,** subsequent to said hearing.

NAME	LOCATION
Springfield Parking Authority	**Ten Center Lot** **Boylston Street**

City of Springfield

SCHEDULED

Meeting: 10/19/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3230

Police Department - 5 Year Motorola Lease (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the City of Springfield's Police Department, ("City") is consolidating its various crime tracking software systems to allow for the concurrent viewing of numerous information sources in a more efficient manner which will provide Department with greater intelligence to make more informed decisions.

WHEREAS, the City's Office of Procurement has received bid responses in accordance with Mass. Gen. Laws Ch. 30B and other Procurement statutes; and

WHEREAS, the City, with approval from the Chief Procurement Officer, now wishes to award a leasing agreement for an Intelligence-Led Public Safety platform to State contracted, Motorola Solutions, Inc., for a term of five (5) years and a cost of $1,000,282.

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws Ch. 30B, section 12(b), that the City Council approves the award of a contract for lease of an Intelligence-Led Public Safety platform for five (5) years.

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
5 Paragon Drive, Suite 200
Montvale, NJ 07645

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

October 1, 2015

William J. Schwarz
Director, Crime Analysis
Springfield Police Department
130 Pearl Street
Springfield, MA 01104

Subject: Proposal for Intelligence Led Public Safety Real-Time Crime Center Solution

Dear Mr. Schwarz:

Motorola Solutions, Inc. ("Motorola") would first like to thank you, your staff and the Springfield Police Department for the time provided to our team for the meetings, presentations and collaboration to facilitate the development of a Real-Time Crime Center Solution based on your specific needs and requirements. Motorola Solutions understands that whether you are seeking alternative ways to enhance first responders' safety or focus on making government more efficient and reliable; the volume of data you are dealing with turning it into actionable insight can seem like a difficult challenge. We thank you for the opportunity to explore how to use technology to provide your first responders the right information at the right time and with the right user interface to improve safety and service delivery.

Our COMMANDCENTRAL AWARE platform will consolidate many existing systems and expand their functionality enabling the concurrent viewing of multiple information sources efficiently and effectively. Combining your traditional data sources with new data feeds, promises to empower the Springfield Police Department with greater intelligence to make more informed decisions. In addition, the Intelligence-Led Public Safety platform is flexible and ready for future capabilities as a strong agnostic platform which will allow the department to continue to grow and enhance your situational awareness.

Our offer consists of this cover letter and the following written proposal document. The proposed solution is being offered subject to the Commonwealth of Massachusetts ITT57 State Contract for Two-Way Radio Communications Equipment and Services and the enclosed Motorola Terms Sheet, Software License Agreement (SLA) and Service Terms and Conditions. Upon Springfield Police Department's decision to purchase, it may issue a purchase order to Motorola Solutions, Inc. referencing the MA State Contract No. ITT57.

Motorola would be pleased to address any concerns the Springfield Police Department may have regarding the proposal. Any questions can be directed to your Motorola Senior Account Manager, Manny Litos, at (413) 523-0502 or (860) 966-3822.

We thank you for the opportunity to present this proposal for your review and consideration. As the industry's premier supplier of integrated solutions, Motorola Solutions possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex business problems.

Sincerely,

Michael Sheridan
Area Sales Manager – New England Region

City of Springfield

SCHEDULED

Meeting: 10/19/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3241

Bill of Prior Year - HRLR Department - $2,521.47 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council for the Human Resources and Labor Relations Department to pay bills from a previous fiscal year totaling $2,521.47; and

WHEREAS, the Human Resources and Labor Relations Department will make payment for unpaid bills of a previous fiscal year from their FY16 General Fund Operating Budgets; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Human Resources and Labor Relations Department BOPY from the FY16 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

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: October 14, 2015

Re: Order for Council Meeting – October 19, 2015

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 19, 2015 Council meeting, which will pay prior years' invoices totaling $2,521.47.

Background: This is a request to allow the HRLR department to pay previous years bills from the current year (FY16) budget. Listed below are the department invoices, due dates, reason and amounts.

Schedule One					
Bills of Prior Year					
October 19, 2015					
Department	**Invoice #**	**Vendor**	**Date**	**Reason**	**Amount**
HRLR	11400011006	Roberta Golick, Esq. - Arbitrator	4/10/2015	FY15 Invoice Delivered Late	$ 2,400.00
HRLR	n/a	Caitlyn Julius - Mileage	6/10/2015	FY15 Invoice Delivered Late	$ 121.47
Total					**$ 2,521.47**

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.

Travel Reimbursement Request, City of Springfield

VC. 13807

Directions to employees: a) fill out all white portions of the form. 2) attach original invoices for billed expenses. 3) Note limits such as daily food allowances.

Name	Caitlyn Julius			Purpose of Travel	Training session		
Address	Street	122 Malibu Dr					
	City	Springfield	Zip 1128	Destination Location	Mass Transportation Building, 10 Park Plaza Boston Ma.		
	State	MA					
Vendor #				Date, departure	June 10, 2015	Time, departure	5:00am
Department	Human Resources			Date, return	June 10, 2015	Time, return	2:00pm
				Others in Attendance			

NOTE: TO BE REIMBURSED, YOU MUST ATTACH ALL ORIGINAL RECEIPTS TO THIS COMPLETED & SIGNED FORM

DAILY EXPENSES

Date--->	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	REIMBURSABLE CHARGES
Air, rail, bus								$0.00
Taxis, rental cars, other transportation								$0.00
Subtotal, transportation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONAL AUTO — Odometer Starting				61,246				
Odometer ending				61,424				
Mileage Rate $0.575 miles	0	0	0	178	0	0	0	178
Subtotal, personal auto	$0.00	$0.00	$0.00	$102.47	$0.00	$0.00	$0.00	$102.47
Hotel charges (attach invoice)								$0.00
Highway/ bridge tolls								$0.00
Parking				$19.00				$19.00
Telephone								$0.00
Other expeneses (attach invoices)								$0.00
Subtotal, other expenses	$0.00	$0.00	$0.00	$19.00	$0.00	$0.00	$0.00	$19.00
MEALS DAILY PER DIEM — Meal / Max. Allowed								
Breakfast $7.00								$0.00
Lunch $11.00								$0.00
Dinner $23.00								$0.00
Other (explain below)								$0.00
Subtotal, meals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$121.47	$0.00	$0.00	$0.00	$121.47

✓ 602.35

Travel reimbursement total

ACCOUNT DISTRIBUTION	org-obj-proj	Amount
	00000000-000000-00000	
	00000000-000000-00000	
	00000000-000000-00000	
	Total	$0.00

($121.47) *Cell check -- should be 0*

TRAVELER'S NOTES AND DESCRIPTIONS OF OTHER EXPENSE ITEMS - (IF ADDITIONAL SPACE FOR COMMENTS IS NEEDED PLEASE ATTACH ANOTHER PAGE)

I hereby certify under the penalty of perjury that the amounts as itemized are true and correct, were incurred by me during necessary travel in the service of the City of Springfield, and that no part of the compensation claimed was of a personal nature.

Employee Signature	[signature]	Date	7/21/15
Department Head Signature		Date	8/4/15

Travel Reimbursement Request, City of Springfield

VC. 13807

Directions to employees: a) fill out all white portions of the form. 2) attach original invoices for billed expenses. 3) Note limits such as daily food allowances.

Name	Caitlyn Julius		Purpose of Travel	Training session
Address	Street	122 Malibu Dr	Destination Location	Mass Transportation Building, 10 Park Plaza Boston Ma.
	City	Springfield	Zip	1128
	State	MA		
Vendor #			Date, departure	June 10, 2015 — Time, departure 5:00am
Department	Human Resources		Date, return	June 10, 2015 — Time, return 2:00pm
			Others in Attendance	

NOTE: TO BE REIMBURSED, YOU MUST ATTACH ALL ORIGINAL RECEIPTS TO THIS COMPLETED & SIGNED FORM

DAILY EXPENSES

Date--->		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	REIMBURSABLE CHARGES
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Taxis, rental cars, other transportation									$0.00
Subtotal, transportation		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONAL AUTO	Odometer Starting				61,246				
	Odometer ending				61,424				
Mileage Rate $0.575	miles	0	0	0	178	0	0	0	178
Subtotal, personal auto		$0.00	$0.00	$0.00	$102.47	$0.00	$0.00	$0.00	$102.47
Hotel charges (attach invoice)									$0.00
Highway/ bridge tolls									$0.00
Parking					$19.00				$19.00
Telephone									$0.00
Other expeneses (attach invoices)									$0.00
Subtotal, other expenses		$0.00	$0.00	$0.00	$19.00	$0.00	$0.00	$0.00	$19.00
MEALS DAILY PER DIEM — Meal	Max. Allowed								
Breakfast	$7.00								$0.00
Lunch	$11.00								$0.00
Dinner	$23.00								$0.00
Other (explain below)									$0.00
Subtotal, meals		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL		$0.00	$0.00	$0.00	$121.47	$0.00	$0.00	$0.00	$121.47

✓ 602.35

Travel reimbursement total

ACCOUNT DISTRIBUTION	org-obj-proj	Amount
	00000000-000000-00000	
	00000000-000000-00000	
	00000000-000000-00000	
	Total	$0.00

($121.47) *Cell check -- should be 0*

TRAVELER'S NOTES AND DESCRIPTIONS OF OTHER EXPENSE ITEMS - (IF ADDITIONAL SPACE FOR COMMENTS IS NEEDED PLEASE ATTACH ANOTHER PAGE)

I hereby certify under the penalty of perjury that the amounts as itemized are true and correct, were incurred by me during necessary travel in the service of the City of Springfield, and that no part of the compensation claimed was of a personal nature.

Employee Signature	[signature]	Date	7/21/15
Department Head Signature	[signature]	Date	8/4/15

American Arbitration Association

This bill is submitted on behalf of the arbitrator:

Roberta Golick, Esq.
G-L, Ltd.
30 Lincoln Lane
Sudbury, MA 01776

Case: 01-14-0001-1006

Grievance: Scott Campion

UNION
Local 648, I.A.F.F.

EMPLOYER
City of Springfield, MA

Arbitrator's Compensation

Late cancellation: 1 @ $2,400... $2,400.00
Hearing scheduled April 10, 2015
****City to pay, by agreement**

Payable by Employer: $2,400.00

Please make check payable to G-L, Ltd. and mail to address listed above.
Do NOT mail to AAA.
Please include case number with payment. Thank you.

Date: October 6, 2015

Tax ID: G-L, Ltd.
04-3168094

Roberta Golick

Roberta Golick, G-L, Ltd.