



GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, November 7, 2013 – 6:00 p.m.
1st Fl. Council Committee Room – City Hall

AGENDA

(Items May be taken out of order at the discretion of the Committee)

1. *Supplemental Appropriation-Budgetary Request (#2014-SA-2) from the Community Development Department for \$3,966*
2. *Memorandum, Grant Application & Checklist from Fire Chief re: request to apply for Dept. of Fire Services Student Awareness of Fire Education (S.A.F.E.) grant in the amount of \$1,500*
3. *Memorandum from Harbormaster re: Waterways Board request to appropriate \$8,000 from St. Peter's Commercial Marina Stabilization Account for underwater inspection of City commercial marinas at St. Peter's and Harbor Cove*
4. *Memorandum, Grant Application & Checklist from Harbor Planning Director re: request to apply for and accept a Groundfish Port Recovery & Revitalization Grant from State Division of Marine Fisheries (\$75,000)*
5. *Memorandum, Grant Application & Checklist from Harbor Planning Director re: request to apply for a Community-based Aquaculture Development Grant from the Department of Commerce (\$274,098)*
6. *Memorandum from Principal Assessor re: Tax Classification (Cont'd from 10/17/13) TBC – 11/21/13*
7. *Community Preservation Committee Recommendations re: Votes to Recommend Applicant Funding to the City Council for Community Preservation Funding, Round 4, FY13 TBC – 11/21/13*
8. *Capital Improvement Plan FY2013-2017 (Cont'd from 10/03/13)*
9. *Memorandum from City Auditor regarding accounts having expenditures that exceed their authorization And Auditor's Report*

COMMITTEE

Councilor Paul McGeary, Chair
Councilor Joseph Ciolino, Vice chair
Councilor Melissa Cox

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk
Jim Duggan
Kenny Costa
Jeffrey Towne
Jim Caulkett/Tony Gross
Tom Daniel/Sarah Garcia
Nancy Papows
Debbie Laurie
Sandra Dahl-Ronan/J.J. Bell

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



CITY OF GLOUCESTER FIRE DEPARTMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760
Fire Chief Eric Smith



Memorandum

TO: Mayor Kirk
FR: Fire Chief Eric Smith
RE: School-based S.A.F.E. Grant
DT: 9-30-13

Mayor Kirk,

I am respectfully request placing this request for Grant Application on the Mayors report to City Council. This particular grant is a no match grant provided by the Department of Fire Services. We are looking to be awarded \$1,500 which will allow the City of Gloucester Fire Department to start planning and preparing to provide the Student Awareness of Fire Education (S.A.F.E) program in Gloucester Schools. The Department as you know started to reach out to the Schools and Gloucester students last year and we want to continue this sustainably into the future. The S.A.F.E. program and funding is a way to help do that.

Best regards,

Eric L. Smith
Fire Chief



**City of Gloucester
Grant Application and Check List**

Granting Authority: State Federal _____ Other _____

Name of Grant: **School-based S.A.F.E. Grant**

Department Applying for Grant: Fire Department

Agency-Federal or State application is requested from: **Fiscal Year 2014 School-based S.A.F.E. - Grant Planning Grant -**

Object of the Application: **To provide fire safety education in all elementary schools**

Any match requirements: **NONE**

Mayor's approval to proceed: _____

Signature

Date

City Council's referral to Budget & Finance Standing Committee: _____

Vote

Date

Budget & Finance Standing Committee: _____

Positive or Negative Recommendation

Date

City Council's Approval or Rejection: _____

Vote

Date

City Clerks Certification of Vote to City Auditor: _____

Certification

Date

City Auditor:

Assignment of account title and value of Grant: _____

Title

Amount

Auditor's distribution to managing department: _____

Department

Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditors Office



**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for Grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable)
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors Office.

Fiscal Year 2014 School-based S.A.F.E. and Senior SAFE Program Grant Application

Community Data Sheet

For Joint Grants Each Community Must Complete a Separate Community Data Sheet

Preparer Information

Name	Dominic Barbagallo
Title	Fire Fighter / Paramedic
Organization Name	Gloucester Fire Department
Address	8 School St
City	Gloucester
State	Massachusetts
Zip	01920
Business Phone	978-281-9760
Business Fax	978-281-9822
Email	DBarbagallo@gloucester-ma.gov
FDID Number	09107

- Category: School-Based S.A.F.E.
- Senior SAFE
- School AND Senior SAFE

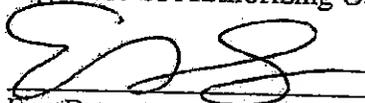
School-Based SAFE Grant Amount Requested : \$ 1,500

Senior SAFE Grant Amount Requested: \$ 0

Total SAFE Grant Amount Requested: \$ 1,500

Type of Grant Requested: Program Grant Planning Grant Joint Grant

Signature of Authorizing Official

 Chief 9/20/13

Fire Department, Authorizing Official and Date

Fiscal Year 2014 School-based S.A.F.E. and Senior SAFE Program Grant Application

Community Demographics – School-based S.A.F.E. and Senior SAFE Program

For Joint Grants Each Community Must Complete a Separate Community Demographics Sheet

Total Community Population Source: Department of Fires Services from 2010 U.S. Census.		
For School-based S.A.F.E. complete the school enrollment information.	Public	Private
K-12 School Enrollment		
Pre-K -K	268	35
Grades 1 and 2	462	12
Grades 3 and 4	439	8
Grades 5 and 6	439	11
Grades 7 and 8	432	9
Grades 9 and 10	507	0
Grades 11 and 12	469	0
Total	3016	75
Number of Schools (by type):	Public	Private
Elementary	5	2
Middle	1	0
High	2	0
Total	7	2
For Senior SAFE Enter Older Adult Pop.		
Population 65+		
Other High-Risk Population Targeted (specify) _____		
Total		

S.A.F.E. Educator Training

Name of Lead S.A.F.E. Educator who has completed MFA <i>Public Fire and Life Safety Educator Training</i>	Stephen M Aiello
Name of Lead S.A.F.E. Educator who will complete MFA <i>Public Fire and Life Safety Educator Training</i> by June 30, 2014.	
Name of Lead S.A.F.E. Educator who has completed MFA <i>Public Education Presentation Training</i> .	

S. Aiello

Fiscal Year 2014 School-based S.A.F.E. and Senior SAFE Program Grant Application

Budget Category	Description	School-Based Budget Amount	Senior S.A.F.E. Budget Amount
Salary	To defray personnel costs incurred as a result of a commitment to S.A.F.E., such as replacement costs of firefighters dedicated to the S.A.F.E. program initiatives. Compensation paid to employees engaged in activities affiliated with this grant and may include regular salary, replacement salary, overtime, overtime replacement and other salary benefits.	\$900.00	
Training	To provide training of personnel in any nationally recognized fire safety curriculum. Training courses and seminars sponsored by the Department of Fire Services are available. Typical expenses in this category include tuition, S.A.F.E. related in-state travel or lodging, and meal expenses. This does include training conducted by the fire department which should be listed under personnel costs.	\$250.00	
Equipment	Costs associated with the outright purchase and associated installation of equipment affiliated with this grant. To purchase or lease equipment to support and enhance S.A.F.E. efforts such as televisions, DVD players, and camcorders. For the Senior SAFE Program, funds may be used to purchase smoke alarms, carbon monoxide alarms, replacement batteries, tools such as drills and step ladders for installation, high-end heat limiting devices for stoves, in-hood stove top fire extinguishers, house numbers, nightlights, and other similar fall prevention devices.		
Materials & Supplies	Costs associated with any materials or supplies affiliated with this S.A.F.E. grant such as: program curriculum, workbooks, DVDs/videos/handouts, classroom supplies, T-shirts, bumper stickers, and other educational or promotional materials.	\$350.00	
Other	To purchase miscellaneous and/or incidental items related to the successful implementation of the S.A.F.E. program.		
Grand Total	The Grand Total should be the total amount you are eligible to apply for in your tier. See page 2 of the instructions.	\$1500.00	

**Balance of Unexpended
FY 2012 Funds**

\$

(Any unexpended funds should be returned to the DFS)

Fiscal Year 2014 School-based S.A.F.E. and Senior SAFE Program Grant Application

Program Goals and Objectives: (One page limit for each grant application.)

The Gloucester Fire Department's goal at this time is to deliver a quality fire/home safety program to school-aged children.

With the help of the Department of Fire Safety's S.A.F.E. grant program we hope to implement our goal during the months of October and November using grade-appropriate materials and S.A.F.E. trained firefighters as instructors at elementary schools within the Gloucester Public School District.

We also plan on hosting an outdoor safety event during the warmer months targeted toward fireworks safety and other safe outdoor behaviors using age-appropriate material and S.A.F.E. trained firefighters as instructors.

Fiscal Year 2014 School-based S.A.F.E. and Senior SAFE Program Grant Application

Program Narrative: (2 page limit for each grant application.)

Describe what you will do, how, when and where you will do it, and how you will evaluate your successes. For the School-based S.A.F.E. program, start with one paragraph summary of existing or prior S.A.F.E. programs.

During the past year (2012) the Gloucester Fire Department experienced several major house fires, two of which involved young children, one fatal. Both were the result of innocent accidents but could have been prevented with a solid school-based fire prevention program in place.

We intend to present age-appropriate information obtained from the Department of Fire Safety as well as demonstrate fire safety skills through the use of lectures, video and interactive demonstrations at the classroom level, such as: Stop, Drop & Roll, 2 Ways Out, Stay Low and Go.

For the warmer months event we would place emphasis on summer safety through a Summer Safety Picnic Day, Touch-A-Truck Event and/or Fire Safety Trailer at community events and locations.

The programs will be delivered at the schools in a classroom setting to two third grade classes in each of five schools within the Gloucester Public School District.

It is our hope to evaluate the program through handouts obtained through the Department of Fire Safety and homework returns, as well as a teacher review card for instructor evaluation.

Instructors have been trained through the Department of Fire Service Fire S.A.F.E. Program.



Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012
FAX 978-281-4188
jcaulkett@gloucester-ma.gov

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

Memorandum

From: Jim Caulkett, Harbormaster
To: Mayor Carolyn Kirk
Date: October 7, 2013
Subject: Mayor's Report to Council

Mayor Kirk,

Will you forward in your next Report to Council a request from the Waterways Board to withdraw \$8000.00 from the St. Peter's Commercial Marina Stabilization Account #740000.

These funds are to be used for a thorough underwater inspection of both City Commercial Marinas at St Peter's and Harbor Cove. See attached quote.

If you have any questions please feel free to contact me.

Sincerely,

Jim Caulkett

July 30, 2013
File No. 18.P000080.14



Mr. James W. Caulkett, Jr.
Gloucester Harbormaster
City of Gloucester
19 Harbor Loop
Gloucester, MA 01930

372 Merrimac Street
Newburyport, MA
01985
781-278-4800
FAX 978-465-2640

Re: Timber Piling Inspections
St. Peter's Marina and I4C2 Property
Gloucester, MA

Dear Mr. Caulkett:

GZA GeoEnvironmental, Inc., (GZA) is pleased to present this proposal for above and underwater inspection services for the above-referenced two site locations. It is our understanding the City wishes to have an initial inspection performed of the existing guide piles and pier support piles at each location to establish a baseline of existing conditions for use in future inspections.

BACKGROUND

Both of the sites are City-owned facilities that are comprised of timber pile-supported piers with associated gangways providing access to pile-anchored timber floats. The two sites are located approximately 500 feet from each other within Harbor Cove in Gloucester's Inner Harbor. The St. Peter's site is comprised of an approximate 30 foot wide by 150 foot long timber pile-supported pier and approximately 26 timber float guide piles. The I4C2 property is comprised of an approximate 25 foot wide by 225 foot long timber pier with approximately 50 timber guide piles which includes six multiple, dolphin-style arrangements.

SCOPE OF WORK

We have divided the work into tasks, with each phase of the work to proceed in a timely manner. Based on our understanding of the project, the following provides a description of the anticipated work tasks to implement the inspection project:

Task 1: Project Review/Coordination

GZA will review City-provided available plans and permit documents for the project sites. Based on this information, we will schedule and coordinate the inspection work with the City.

Task 2: Proposed Above-Water and Underwater Inspections

GZA will perform above-water and underwater inspections of the existing pier support piles and the float anchor piles at the two above-referenced locations. The inspections will include visual and tactile inspections of the existing accessible timber piles. The inspection procedures will include documentation of typical and abnormal conditions of the various components of the substructure by field notes, sketches, photography, videography and non-destructive testing.

The underwater inspections will include a Level I inspection effort that involves visual and tactile inspections of each pile. Level I inspection is generally referred to as a "swim-by" inspection however we propose to inspect each pile to the level of detail to be able to detect obvious major damage or deterioration. In addition, we propose to perform limited Level II inspection efforts to include removal of marine growth or scaling if necessary encompassing a 12-inch band around the pile at selected areas of the pile (ie. low water level) on selected piles. Level II inspection is directed towards detecting and identifying damaged/deteriorated areas that may be hidden by surface biofouling or deterioration.

Our engineer divers have specific experience with all aspects of coastal engineered structures with design insight of the structural significance of the damage observed.

Task 3: Develop Letter-Format Inspection Report

Upon completion of the inspection a letter-format inspection report will be prepared to include both sites that will outline the findings of the inspection. The report will include a description of the structures, and a narrative description of the inspection program. Existing conditions will be documented by field notes, sketches and photographs of the existing conditions.

Limitations

GZA will be performing the accessible above water and underwater inspection of the timber pilings. The inspection will not be performed to a level of detail where detailed construction documents can be developed for rehabilitation of individual members. No pier framing, decking, bracing, connections, gangways, floats, connection or utilities are included within this project scope.

BASIS OF BILLINGS

Billings for the above described scope of work will be based on a lump sum basis for Tasks No's. 1 through 3. The total cost for this scope of work outlined above is \$ 7,475, further broken down as follows:

TASK – Labor and Expenses	AMOUNT
Task 1 – Project Review/Coordination	\$ 590
Task 2 – Proposed Above-Water and Underwater Inspection	\$ 3,960
Task 3 – Develop Letter-Format Inspection Report	\$ 2,925
TOTAL LABOR AND EXPENSES	\$ 7,475



SCHEDULE

We will commence project review and inspection work as soon as possible pending favorable weather and tide conditions and upon receipt of signed proposal. We will develop the underwater inspection report within two to three weeks from the date of inspection.

CONDITIONS OF ENGAGEMENT

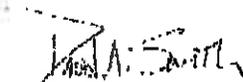
GZA is currently using the City's standard contract language for the engineering and permitting services associated with the Gloucester Harbormaster Project. It is assumed a similar agreement will be used for the proposed inspection scope of work however, final conditions of engagement will be as mutually agreed to by GZA and the City.

ACCEPTANCE

We assume this proposal will be included with a formal agreement between the City and GZA. You may terminate this agreement at any time upon written notice to us, it being understood that you will remain liable for our fees and expenses accrued or incurred in accordance with the terms hereof up to the date of such determination. The executed agreement must be received prior to the initiation of the services described above. This Proposal for Services and Terms and Conditions shall constitute the entire agreement between the parties.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me if you have any questions or require any additional information. This proposal is valid for a period of 30 days from the date of issue.

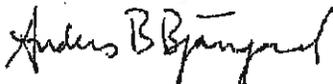
Sincerely,
GZA GEOENVIRONMENTAL, INC.



David A. Smith
Project Manager



David B. Vine, P.E.
Consultant/Reviewer



Anders Bjarngard, P.E.
Principal-in-Charge



\$75,000 Port Recovery and Revitalization Grant

Sarah Garcia

Sent: Tuesday, October 29, 2013 4:09 PM

To: Jackie Hardy

Cc: Paul McGeary; Dana Jorgensson

Jackie,

The State Department of Fish and Wildlife has awarded the city \$75,000 for the Groundfish Port Recovery and Revitalization Plan. The grant has an accelerated timeline due to the disaster in the northeast groundfishery and the pressing need for recommendations for relief that are expected from the Port Recovery Plan.

I request that the acceptance of the grant be taken up as an order of business at the November 7th B&F meeting. The City Council received the grant application and contract materials through the Mayor's Report at the October 22nd meeting, but at that time we were only requesting permission to apply for the grant.

Thank you for your consideration.

Best regards,

Sarah

Sarah Garcia, AICP City of Gloucester
Harbor Planning Director 3 Pond Rd
W: 978-282-8017 Gloucester MA 01930
C: 978-325-2430 www.gloucester-ma.gov

*The Port of Gloucester
Sustainability and Innovation at the Ocean's Edge*

City Hall
Three Pond Road
Gloucester, MA 01930



CITY OF GLOUCESTER
HARBOR PLANNING

TEL 978-282-8017
FAX 978-281-9779
sgarcia@gloucester-ma.gov

October 10, 2013

To: Tom Daniel, Community Development Director
From: Sarah Garcia 
Date: October 10, 2013
Re: Two grant applications

- ① Groundfish Port Recovery
and Revitalization Grant.
- ② Community Based
Aquaculture Development
Grant.

Please find attached two grant applications submitted on behalf of the City of Gloucester for forwarding to the Mayor and the City Council. As you are aware, these are only applications, not awarded grants, so we are not at this time requesting that the Council vote to accept the funding.

Thank you.



**City of Gloucester
Grant Application and Check List**

Granting Authority: State _____ Federal _____ Other _____

Name of Grant: Groundfish Port Recovery and Revitalization Grant

Department Applying for Grant: Com Dev

Agency-Federal or State application is requested from: State Division of Marine Fisheries

Object of the application: assistance to the groundfish industry

Any match requirements: no

Mayor's approval to proceed: *[Signature]* 10/16/13
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant: _____
Title Amount

Auditor's distribution to managing department: _____
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office



**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

- 1. Grant Application**
- 2. Grant Award Letter/Standard Contract Approval Form**
- 3. Council Order Approval**
- 4. Original Grant Account Budget as approved by Grantor**
- 5. Amended Grant Account Budget as approved by Grantor (if applicable)**
- 6. Any additional information as requested by the Auditing Department**

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

City Hall
Three Pond Road
Gloucester, MA 01930



CITY OF GLOUCESTER
HARBOR PLANNING

TEL 978-282-8017
FAX 978-281-9779
sgarcia@gloucester-ma.gov

Betsy Goldrick
Commissioner's Office
Department of Fish and Game
251 Causeway Street
Boston, MA 02114

September 17, 2013

Re: MA Ground Fish Port Recovery and Revitalization Program

Dear Ms. Goldrick:

The Magnuson-Stevens Fishery Conservation and Management Act requires all of our Nation's fish stocks to be sustainably managed by 2014. In reaching this mandate restrictions on total allowable catches are imposed on the fishing industry. This results in hardships throughout the industry and in coastal communities like Gloucester. We all have an interest in sustainable fisheries both for the present and for future generations.

Our most important staple fish in our fishery is the Atlantic cod. It is suddenly so scarce that for all intents and purposes it has crashed economically. Our fishermen have little predictability for their business enterprises and lack "buy-in" of the fisheries science. Fishery failures have rippling consequences for our shoreside businesses that serve our fishermen.

In this crisis, the fishing community of Gloucester must have a clear Port Recovery and Revitalization Plan, lest the infrastructure necessary for a fishing industry erodes to the point where we cannot recover. Please accept this bid response for a grant under the above-referenced program.

The Port of Gloucester
Sustainability and Innovation at the Ocean's Edge

The city has started to lay the ground work with fishermen, shoreside industry and support operations, community leaders, and the marine research and development community to create a plan to sustain the port economy. The community hosted a workshop on April 26th in Gloucester, that created The Bridge Plan (Exhibit A), that is a template for a full Groundfish Port Recovery and Revitalization Plan. As the city expands this template into a full Recovery Plan, additional outreach will be conducted to ensure participation and review by the groundfish sector managers and the city's Fisheries Commission.

The Port will also use the Community Panels Report, updated in 2005, that identified the hub port infrastructure necessary to sustain the fishing industry which was incorporated in the 2009 Municipal Harbor Plan. These will inform the proposed recovery plan as to the essential infrastructure that must be considered in the Port Recovery and Revitalization Plan.

(Community Panels Report may be referenced at :

http://seagrant.mit.edu/cmss/comm_mtgs/commmtgsDraftone/Gloucester_supp.pdf)

To sustain its shoreside industry and working waterfront, Gloucester has also been exploring diverse product lines for its waterfront industry, and compatible research and development activity that add value to the fishing industry. The port has been informed by hosting two Maritime Summits (2011 and 2013), and by pursuing partnerships between industry and educational and nonprofit institutions. As a member of the Commonwealth Ports Compact, the city has been investigating how the port can enhance the Commonwealth's competitive position in new off-shore ocean economies. AECOM, the consultant to MA DOT for the Ports of MA Strategic Plan, recently completed a draft of Technical Memorandum 4, Analysis of the Ports. The analysis for the Gloucester port shows the foundation for the marine research and development in support of the fishery. (Exhibit B)

The City will also draw from *Fishing Through Tough Times: A Working Document on Potential Resources and Ideas to Support the Northeast Groundfish Industry* that was developed by the Northeast Region, National Marine Fisheries Service from numerous stakeholder meetings regarding ways to sustain the fishing fleets through the crisis of the 2012 and 2013 groundfish catch limitations.

As the port with the largest proportion and landings of groundfish in the Commonwealth, we respectfully request \$75,000 from the MA Groundfish Port Recovery & Revitalization Program to develop the Groundfish Port Recovery and Revitalization Plan. Given the compressed timeframe for performance of the work, the City has chosen to work with Urban Harbors Institute (UHI), UMass Boston. UHI has in-depth knowledge of the port from its completed work on the extant 2009 Harbor Plan and Designated Port Area Master Plan, and recent work on a small but in-depth dockage study for the port. The City currently has two significant port contracts with other firms, and UHI will be able to seamlessly integrate the required work for the Port Recovery Plan into this active environment. The City intends to take the framework the community has established, the documentation developed to date, and work with the community and industry to distill the clear and detailed action plan that is needed to maintain the presence and function of the shore-side components of the groundfishery, and that will facilitate the recovery, revitalization, and resiliency of the Gloucester fishing port.

Thank you for your consideration.

Respectfully,



Sarah Garcia

Harbor Planning Director

Attachments: Exhibit A

Exhibit B

Consultant Signature

Standard Contract Form

Commonwealth Terms and Conditions

Supplier Diversity Program Plan

Environmentally Preferable Products/Practices

W-9 Request for Verification of Taxation Reporting Information

Electronic Forms Transfer Form (not included: copy currently on file with State)

Exhibit A

City Hall
Nine Dale Ave
Gloucester, MA 01930



TEL 978-281-9700
FAX 978-281-9738
ckirk@gloucester-ma.gov

CITY OF GLOUCESTER OFFICE OF THE MAYOR

May 2013

The Gloucester "Bridge Plan": A Response to the New England Groundfisheries Crisis

On May 1st, the federal government imposed drastic reductions in allowable catch for several key groundfish stocks, including a 77% cut in high value Cod landings from the Gulf of Maine. These cuts threaten the economic viability and survival of not only the fishing fleets, but also of the processors, shoreside services, and fresh fish markets of the region as well. Multiple stakeholders in Gloucester have come together, under the leadership of Mayor Carolyn Kirk, to formulate a comprehensive transition or "bridge" plan to navigate through this crisis.

The goals of the plan are both to preserve the core assets of the fleets and the ports during the groundfish recovery period and to use this crisis as an opportunity to retool the industry through investments in sustainable, innovative businesses and practices going forward. The New England groundfisheries was declared a federal disaster area in the fall of 2012. Proposed federal and state contributions to implementation of the "bridge plan" include the following:

Federal Disaster Assistance

Transition Assistance to Fishermen and Crew

Transition assistance is needed for fishermen to meet immediate financial demands while their boats are idled at the docks, including unemployment insurance, mortgage protection, SBA programs to restructure debt, dockage and fuel relief, and other measures available to declared disaster areas.

Transition Assistance to Shoreside Businesses

Fishing fleets rely on support services of the region's ports, including marine railways, engine repair, ice production, and marine supplies. Transition assistance is needed to stabilize these companies during the recovery period.

NMFS Budget, State Assistance

Redeployment of Fishing Boats as Research Vessels

Chartering of fishing boats as research vessels will accomplish three goals: a dramatic enhancement in the quality and amount of data used in running stock assessment models; a redeployment source of income for fishermen during the recovery period; and the opportunity to enhance geographically-dispersed data collection for numerous other ocean research programs.

Investment in a Sustainable, Innovative Fishery

New England fleets and ports, with a long history of adaptation and innovation, have the opportunity to invest in a shift from a high-volume, low-value fisheries to a high-value, low-volume fisheries with a lighter ecosystem footprint. Examples of current proposals include retrofitting of fishing boats for high-quality and flexible, multiple-species harvesting and fuel-efficiency; partnerships of fishermen and processors in live-fish markets, freeze-dried and other value-added products; expansion of local fresh catch programs to include institutional customers; processing of chitin and other products from lobster, crab, and clamshell waste and invasive green crabs; poly-culture of shellfish, kelp, seaweed and fish habitat restoration; hatchery stock enhancements; green chemistry solutions from the ocean biomass; and others.

Collaborative Review of Fisheries Management

Fishing fleets and ports are buffeted by short-term shifts in allowable catches and other management measures. A multiple-stakeholder, collaborative effort to propose better management approaches is needed to support sustainable fisheries and ecosystems, fishing fleets, ports, and access by consumers to healthy local fish and other seafood products.

Workshop – Fishing Future

26-Apr-13

Attendees:

Table 1: Fishing Boats

Tom Balf	Maritime Gloucester
Joseph Orlando	Fisherman/Fisheries Commission
Patti Page	Waterways Board
Jackie Odell	Northeast Seafood Coalition
Roger Branson	Fisherman
BG Brown	Fisherman
Jon Peros	Gulf of Maine Research Institute
Don King	Fisherman

Table 2: Shoreside Services and Support

Tom Daniel	Community Development
Scott Memhard	Cape Pond Ice Company
Viking Gustafson	Gloucester Marine Railways
Chris Rose	Rose's Marine
John Nicastro	Felicia Oil

Table 3: Fresh Fish Handlers

Ken Rlaf	Attorney, Fisherman
Steve Parkes	Maritime Gloucester
Vito Giacalone (Jr.)	BASE Auction
Cam Adibi	Oceanic Innoventures
Jan Schlichtmann	Oceanic Innoventures
Brett Tolley	Northwest Atlantic Marine Association
Vito Giacalone	Northeast Seafood Coalition

Table 4: Research

Damon Cummings	Citizen
Benjamin Galuardi	Umass Amherst
Emily Chandler	Large Pelagics Research Center
Jonathan Labaree	Gulf of Maine Research Institute
Steve Cadrin	Umass Dartmouth
Molly Lutcavage	Large Pelagics Research Center
Mike Fogarty	Northeast Fisheries Science Center

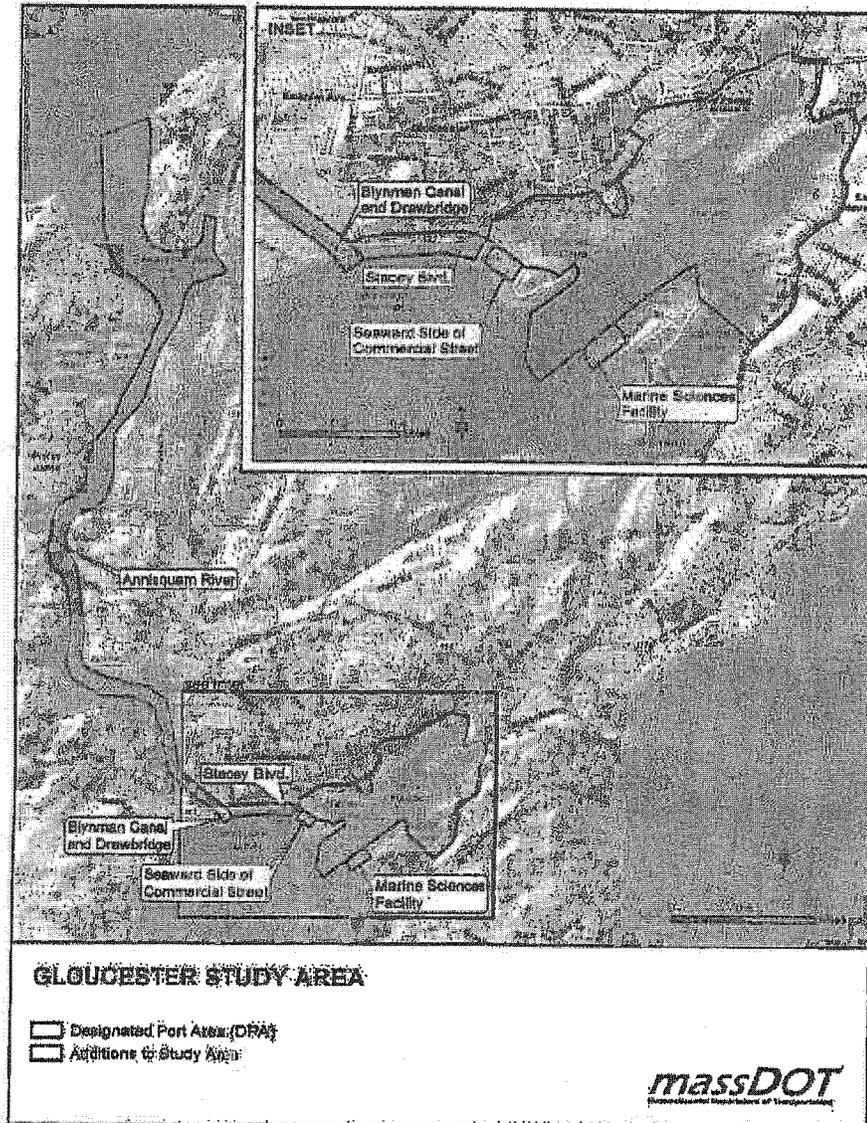
Table 5: Vision and Plan for Future

Leslie Sarofeen	Cape Ann Business Incubator
Scott Farmelant	Millis PR
Bruce Tarr	MA Senate
Carolyn Kirk	Mayor, City of Gloucester
Angela Sanfillippo	Fishermen's Wives Association
Sarah Garcia	Harbor Planning Director
Valerie Nelson	Citizen
Helen Garland	Citizen

Exhibit B

4.4 Gloucester

Figure 6: Gloucester Study Area



4.4.1 Port Operations

4.4.1.1 Cargo

Gloucester is not a cargo port in the traditional sense. Gloucester's multi-purpose marine terminal and Cruiseport can handle an array of special cargoes on its "mega-dock," including the wind turbine components that were imported in 2012 to assemble the three turbines erected in Blackburn Industrial Park. There are no dedicated facilities for handling containers.

4.4.1.2 Passenger Transportation

Cruise. The Port of Gloucester is well situated, with waters deep and wide enough to accommodate large cruise vessels with capacities up to 2,000 passengers. Gloucester's cruise terminal investment has already been made, in the form of Cruiseport Gloucester. This private facility includes a Homeland Security-licensed passenger terminal as well as general marine and visitor amenities and a multi-purpose "mega-dock". The berth length accommodates ships up to 500 feet in length and drawing up to 20 feet in depth.⁵⁷ Vessels would benefit from an on-shore power source, which is not currently available.

Because Gloucester is not a homeport, its cruise business does not have significant parking needs. Should Gloucester attract homeport cruises in the future, Cruiseport would be able to accommodate additional parking. Consequently, parking is not a constraint for expanding the cruise industry in Gloucester.

With the Cruiseport investment in place, Gloucester's needs are focused on marketing. The Historic Ports of Massachusetts concept promoted by the Massachusetts Office of Travel and Tourism includes Gloucester and Salem, but competes with the far better funded Cruise Canada campaign—a consortium of 10 ports on the St. Lawrence and in the Maritimes, plus marketing arrangements with Bar Harbor, Portland, Boston, and New York. Gloucester hopes that the proposed Beauport Hotel on Commercial Street will encourage port calls of longer than a single day.⁵⁸

Commercial Recreational Vessels. Gloucester is host to a robust sector of whale watchers, schooners, and other relatively large excursion vessels. The City does not have centralized data on this sector, but it is clear that dockage in close proximity to downtown (beyond those already operating from Harbor Loop) is limited. Possible dockage locations within walking distance of downtown should be explored because they would promote additional visitor spending. Existing privately-owned and unused dockage in the inner harbor (such as the wharf at Americold's cold storage facility) could be used for commercial recreational vessels.⁵⁹ Gloucester has recently engaged a consultant team to study these issues, including prospective market demand, as part of an updated Gloucester harbor economic development strategy.⁶⁰

Private Recreational Vessels. Gloucester marina operators report long waiting lists and a willingness to expand the numbers of slips. Privately-owned and unused dockage facilities in the inner harbor could support mega yachts and other transient vessel dockage. Gloucester is currently conducting a feasibility study for a floating slip transient dockage facility (24 vessels), possibly within the DPA.

Significance. The tourism and recreation market is one "leg" of Gloucester's "three-legged" port development strategy. Waterborne transportation is in turn an integral part of tourism and recreation; the city's downtown restaurant, retail, and cultural attractions are within easy walking distance of Cruiseport and the docks currently serving excursion vessels; water taxi connections are available to the attractions of East Gloucester and Rocky Neck. The cruise business, while still in its infancy, has a highly visible, first-class facility from which to market itself. The excursion sector, which as noted earlier has a strong per passenger impact, is fragmented among downtown, East Gloucester, and the Annisquam River, and needs more dockage and more robust marketing in order to grow.⁶¹

⁵⁷ Larger ships calling on Gloucester would have to anchor in the harbor and transfer passengers to smaller vessels that can dock at shore.

⁵⁸ Discussion with Cruiseport operations director Melissa Abbott, July 2013.

⁵⁹ The Americold wharf is largely unused because Gloucester's frozen fish processors obtain most of their product by air and truck.

⁶⁰ Discussion with Cruiseport operations director Melissa Abbott, July 2013.

⁶¹ Currently, the City's tourism website lists whale watch, charter, and deep sea fishing vessels and provides a link to their respective websites. <http://www.gloucesterma.com/Attractions.cfm?c=54>.

4.4.1.3 Fishing and Fish Processing

The management and regulation of commercial fisheries is a complex balance of the need for sustainable fish stocks and economic viability. Any economic analysis of the Port of Gloucester begins with this issue. At the writing of this Memorandum, recent events include the Department of Commerce's 2012 declaration of an "economic disaster" in the New England groundfishery; the effort of the New England Congressional delegation to secure an FY2014 appropriation to fund disaster relief for fishermen based on that declaration; NOAA's issuance of the 2013 groundfish allotments; and the suit filed by Attorney General Coakley to have those allotments set aside.⁶² The ability of groundfish stocks to rebound and over what timeframe is uncertain. Any increase in groundfish allotments likely would be a short-term solution to what fisheries science now indicates is a long-term problem. Disaster declaration funding may be helpful to fishermen and others in the local fish and seafood economy, provided the appropriation can be secured.

Berthing for commercial fishing vessels exists at both public and private facilities in Gloucester Harbor. The public facilities are dedicated to commercial fishing vessels. Jodrey State Fish Pier, an eight-acre facility at the head of the harbor managed by MassDevelopment on behalf of the Commonwealth, has 54 berths for fishing vessels up to 100 feet in length and, on the north side, three berths for vessels up to 145 feet in length. There are two city-owned facilities: St. Peter's Marina has 14 slips and a transient dock, and Harbor Cove Marina has 12 slips. Berthing for commercial fishing vessels is also available at private marinas and at the piers and wharves of privately-owned properties along the inner harbor.

There are considerable waiting lists at the public facilities. Little of the private berthing is reserved exclusively for commercial vessels, and much of the privately-owned docks and piers are in need of maintenance and upgrading, making this portion of the supply uncertain over the long term. The difficulty of raising affordable capital for privately-owned properties is a long-standing challenge (see the "institutional" discussion below.).

There is a need for additional permanent berthing space for commercial fishing vessels, particularly larger ones. The current fleet is dominated by smaller vessels (less than 45 feet), but the industry's future success will depend on a balanced fleet. There are several locations in Gloucester Harbor that have extensive water frontage but are not currently available for berthing. Public/private coordination is needed to make these locations available. There is also the need for additional transient dockage for vessels not home-ported in Gloucester.

Significance. While the City's "three-legged" port strategy embraces both the visitor economy and the New Maritime Economy as strategic principles, the vitality and character of the harbor is widely understood to pivot on the future of the fishery. The collapse of groundfish stocks and the lengthy controversy surrounding the federal regulatory structure is the central economic issue in Gloucester, and because the DPA is dominated by fishery-related facilities, the impact is pervasive. In recent years the Gloucester fleet consistently landed over 100 million pounds of direct catch; however, from 2009 to 2011, according to NOAA's latest US port statistics released in September 2012, Gloucester landings declined 63%, from 122 million pounds to 77 million.⁶³ In the near term, the loss of jobs, income, and economically viable boat ownership is self-evident. As groundfish landings have diminished, the number of fresh fish processors and commercial fishing-related services has declined. Over time, the lack of money flowing through Gloucester's groundfish economy has had a negative impact on the condition of private docks and upland support facilities, which, if not addressed, will be unavailable for any future rebound of the fishery.

⁶² http://www.pressherald.com/politics/fishery-disaster-bill-sent-to-senate_2013-07-19.html; <http://www.mass.gov/ago/news-and-updates/press-releases/2013/2013-05-30-noaa-lawsuit.html>.

⁶³ <http://www.gloucesterimes.com/local/x964639688/Fishtown-slides-as-a-top-port/print>.

4.4.1.4 Dredging

There is a need for maintenance dredging of the federal channel in Gloucester inner harbor as well as some of the berthing areas at private properties where shallow water depths limit the existing berthing. An Army Corps of Engineers study of dredging needs in Gloucester Harbor determined that a significant amount of harbor sediment is too contaminated for offshore marine disposal. The alternative of confined aquatic disposal (CAD) cells has not yet advanced, due to public opposition. Since CAD is an established environmental technology, used successfully in Boston and New Bedford as well as nationally, the City, the Corps, the Office of Coastal Zone Management, and other relevant state agencies must work together to advance a solution.

Several areas in the Annisquam River require dredging to enable vessels to transit the river; extreme siltng near the mouth of the Annisquam also impacts Coast Guard rescue boat transit time from Gloucester Harbor to Ipswich Bay.⁶⁴ The Army Core of Engineers has indicated that it cannot fund small projects without significant cargo traffic; the Seaport Bond is the likely funding source.

Significance. These dredging issues impact all of the major maritime business sectors in Gloucester: fishing, ocean cruise vessels, and recreational boating, both commercial and private.

4.4.1.5 New Maritime Economy⁶⁵

In the last several years, the City has taken an initiative to broaden its harbor development strategy. The long-standing paradigm consisted of a dual emphasis on the fishing and visitor economies, with some tension between the two over the long-term use of the harbor's waterway and land resources. The new approach recognizes a third opportunity—the New Maritime Port Economy. As illustrated in Figure 7, this new construct overlaps and reinforces, but is distinct from, the commercial fishing and visitor sectors.

The New Maritime Economy seeks to capitalize on Gloucester's maritime history, connection to the ocean, and proximity to the Gulf of Maine and the North Atlantic coast. Two seminal events in the City's development of this idea were a Maritime Economy Summit, which it convened in 2011, and the publication in 2012 of a report by the Metropolitan Area Planning Council (MAPC) and the City on Gloucester's New Maritime Port Economy. The theme of this report was that there is an emerging Marine Science and Technology (MST) cluster in eastern New England, that it has both infrastructural and intellectual foundations, and that Gloucester has the geographic position and institutional resources to participate. The report noted that Massachusetts industry has successfully transitioned from a manufacturing model to an "innovation and production model in which the employees are the primary competitive asset and are paid a premium at both the high-skilled and low-skilled levels." For Gloucester, the strategic opening would be an innovation and production model based on the port's human knowledge of the marine environment.⁶⁶

Gloucester's efforts to tap into this cluster have led to a number of new businesses locating or starting up in the City. Of particular importance, both substantive and symbolic, is the development by Ocean Alliance, Inc., of its headquarters and marine sciences center at the iconic marine paint factory on the tip of Rocky Neck. This facility, whose initial phase opened in 2013, will be the home of the Alliance's research programs in toxicology, behavior, bioacoustics, and genetics. One of the Alliance's ocean-going research vessels, the *Odyssey*, is and will remain home-ported in Gloucester. The project saved a marine landmark from demolition or from non-maritime use and is suggestive of the confluence of the traditional and new maritime economies.

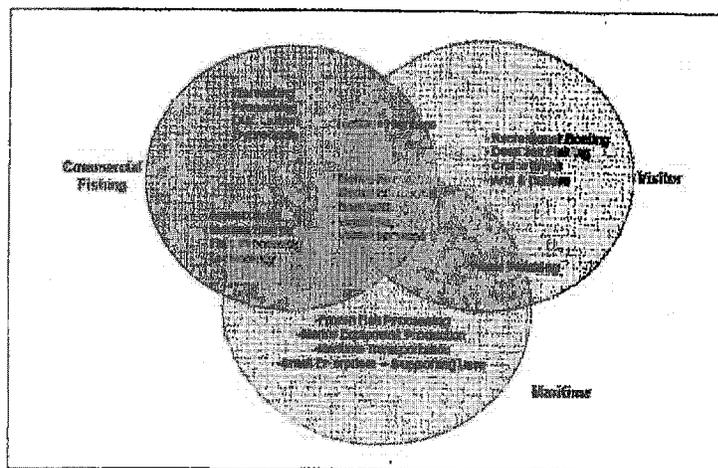
⁶⁴ See, for example: <http://www.gloucesterimes.com/local/x1996084136/Essex-Annisquam-rivers-eyed-for-dredging>; <http://www.gloucesterimes.com/local/x845271404/Annisquam-River-dredging-awaits-key-permits>.

⁶⁵ This discussion is based on conversations and written comments provided by the City of Gloucester, comments by Mayor Carolyn Kirk at Port Compact Meetings, and proceedings of the annual Maritime Port Economy Summits.

⁶⁶ Metropolitan Area Planning Council and City of Gloucester, *The New Maritime Port Economy Gloucester, Massachusetts*; 2012.

In the wake of Ocean Alliance have come other marine technology interests. The Alliance is working with the Warner Babcock Institute for Green Chemistry to develop plastics that biodegrade in saltwater. Another partner is Olin College of Engineering, based in Needham, whose students design the robots and drones that Ocean Alliance uses in its work.⁶⁷ The Large Pelagics Center, established three years ago, is a collaboration between UMass Amherst and the state Division of Marine Fisheries. The Center, which tags large bluefin tuna with electronic tracking equipment, has worked collaboratively for years with Gloucester fishermen and was formerly housed at the University of New Hampshire. Local companies are developing service and products in fish waste reuse, pollution control, and aquaculture.

Figure 7: Gloucester "Three-Legged" Port Economic Strategy



Source: Gloucester Harbor Economic Development Plan⁶⁸

Significance. The Marine Science and Technology Cluster described in the MAPC reports is no small opportunity. A 2005 report by the UMass Donahue Institute estimated this cluster to be a \$4.8 billion industry in New England, touching the research, sustainability, innovation, education, and cultural markets.⁶⁹ A 2006 study by the Battelle Institute, in collaboration with Massinsight, took a comprehensive look at economic opportunity in the marine environment, noting that "disruptive" rather than evolutionary changes are happening in global maritime markets. The Battelle report surveyed maritime sectors and identified the Massachusetts advantages in ocean observing, prediction, and management systems. The report further noted that the MA advantage could easily erode without adapting to the rapid shifts in approaches.⁷⁰

A strategy to promote the New Maritime Port Economy cannot be limited to traditional infrastructure funding. Research and development, workforce development, market development, and business finance are critical. The City notes as a core resource the specialized and diversified port workforce, including the fishing and processing sectors and the NOAA, Coast Guard, and other marine agencies with Gloucester bases. One near-term opportunity at the time of this Memorandum is the reactivation in 2013 of NOAA's Saltonstall-Kennedy program,

⁶⁷ The city recently hosted the national SailBot races in which 16 college and high school teams, including the US Naval Academy, competed with their automated, programmed robotic sailboats on race courses off the harbor's beaches. The city schools participated, with the course instructor stating afterwards that the experience had propelled the students' learning forward five years in one event. The associate professors from Olin College arranging the race are former vice-presidents of iRobot.

⁶⁸ City of Gloucester (Mt. Auburn Associates), May 2011.

⁶⁹ "The Marine Science and Technology Industry in New England" prepared by the University of Massachusetts Donahue Institute Authors Clyde Barrow, Rebecca Loveland and David Terkita, 2005.

⁷⁰ Battelle Institute, Seizing the Opportunity in Coastal and Ocean Observation, Prediction and Management: A Call for a Massachusetts Coastal Ocean Technology Consortium, 2006.

which provides funds and cooperative agreements for fisheries research and development projects addressing harvesting, processing, marketing, and associated business infrastructures. Gloucester's pursuit of Saltonstall-Kennedy funding is an opportunity to apply New Maritime Economy R&D resources to the fishing industry.

4.4.2 Landside Access

4.4.2.1 Highway

The Port of Gloucester is located in Gloucester Inner Harbor. Like Gloucester as a whole, its only access to the regional highway system is via Route 128, which crosses the Annisquam River on a high bridge and proceeds as a two-way surface arterial into the port area. Route 127, a local roadway connecting Gloucester and Rockport to Manchester-by-the-Sea, is the only other road that crosses the Annisquam River/Blynman Canal waterway. "Last-mile" truck connections between Route 128 and all DPA locations are via local streets. No specific highway infrastructure gaps or needs were identified in either the State Freight Plan or the Boston Region MPO's Regional Transportation Plan (Paths to a Sustainable Region, 2011) for the Port of Gloucester.

4.4.2.2 Rail

The Port of Gloucester does not have direct rail service. There is no existing right of way connecting the MBTA commuter line to the port area, and given the absence of significant cargo activity, rail service to the port is not contemplated. The commuter rail station is within marginal walking distance, or easy shuttle distance, of Cruiseport and the excursion vessels operating in the downtown portion of the DPA.

4.4.3 Institutional Context

DPA. Historically, the City of Gloucester has wrestled with DPA issues, particularly when confronted with proposals for tourism-related mixed-use development. However, the City and state appear to have found an agreeable formula in the Updated Harbor Plan/DPA Master Plan approved by the Secretary in 2009. The Plan allows 50% of any parcel and just over 30% of the land area of the whole DPA to be used for "DPA Supporting Uses", and provides an approved mechanism for determining that a proposed Supporting Use meets the standard of providing direct operational or economic support to core DPA uses.⁷¹

Gloucester has adopted a DPA strategy designed to support all three of its primary port strategies: fishing and seafood processing; tourism and recreation; and the New Maritime Economy. The City's recent and current harbor development projects are either DPA-compatible or located outside the DPA:

- The approved hotel on Commercial Street, which could support the marketing of Cruiseport, lies just outside the DPA; hotels are not an allowable Supporting Use within a DPA.
- The historic Paint Factory, now home of Ocean Alliance, Inc., and a highly visible centerpiece of the City's New Marine Economy initiative, is located outside the DPA (and would likely conform if it were inside).
- For the City-owned I4-C2 urban renewal parcel, in the heart of the DPA, the City has indicated that it will solicit development proposals consistent with the approved DPA Master Plan (50% water-dependent-industrial, 50% Supporting Use as defined in the Regulations).⁷²
- Cruiseport Gloucester is DPA-compatible, with its restaurant and function areas qualifying as Supporting Uses for the core functions of cruise and cargo.

Ownership and Control. Gloucester has no single port agency. The City's port-related activities are divided broadly into planning (led by the Director of Harbor Development in the Community Development Department)

⁷¹ Decision on the City of Gloucester's Request for Approval of the Gloucester Municipal Harbor Plan Renewal And Designated Port Area Master Plan Pursuant To 301 CMR 23.00.

⁷² See the City's Draft RFP (<http://www.gloucester-ma.gov/DocumentCenter/Home/View/1298>).

and management (performed by the Harbormaster, in partnership with the Coast Guard). The policy framework within which the Harbormaster works—regulations regarding the City's waterways, fees for docking and mooring, leases for City-owned docks—is established by the Gloucester Waterways Board.⁷³

Gloucester's State Pier, the Jodrey State Fish Pier, is owned by the Department of Conservation and Recreation but has been managed since the 1970s by MassDevelopment and its predecessor, the Massachusetts Government Land Bank. MassDevelopment advocated for and managed the state-funded remediation and modernization of the pier in the 1990s, which resulted in the facility as it is today. The Gloucester-MassDevelopment partnership appears to be working, and could form the basis for an approach to reinvestment in private DPA property.

A key ownership issue in Gloucester is the need to reinvest in marine facilities and infrastructure owned by private parties. Compared to the other ports, including the fishing ports of New Bedford and Boston, Gloucester finds a much larger portion of its DPA property in private hands. This creates an issue of planning and coordination, but also one of capitalization. In general, the Commonwealth cannot use grant funds to directly aid private corporations (whether for-profit or not-for-profit), and while it is possible for a private owner to transfer to a public agency the property interests associated with a state-funded improvement, in many cases that approach may not be practicable or agreeable. MassDevelopment, which manages an extraordinary array of finance programs to support private industry, has a unique foothold in Gloucester as manager of the State Fish Pier. It also has, among its specialized direct loan programs, the Gloucester Revolving Loan Fund.⁷⁴

4.4.4 Issues Identified

The principal issues to emerge from this analysis of the Port of Gloucester include:

- Gloucester's commitment to the New Maritime Port Economy, and the need for a business development strategy analogous to the need for infrastructure development in this and other ports.
- The short- and long-term impacts of federal groundfishery regulation and the condition of groundfish stocks.
- The need to provide additional dockage for commercial fishing vessels, and to understand the dockage and access needs of the commercial excursion sector.
- The challenge of extensive private ownership of DPA facilities and the need to explore a financing and reinvestment strategy in partnership with MassDevelopment.
- Marketing Gloucester as a cruise port, taking advantage of the Cruiseport facility, favorable waterside conditions, and the nearby attractions of Cape Ann.
- The need to maintain channel and berthing depth in the DPA and channel depth in the Annisquam River.

⁷³ <http://www.gloucester-ma.gov/DocumentCenter/Home/View/1041>

⁷⁴ <http://www.massdevelopment.com/financing/specialty-loan-programs/>. The Fund can make direct loans of up to 90% of project costs for business expansions, at amounts of up to \$100,000 or, with matching funds from a participant, \$250,000.

CONSULTANT CONTRACTOR MANDATORY SUBMISSION FORM

COMPLETE THE FOLLOWING ONLY FOR CONSULTANT CONTRACTS (Within HH and NN and UU Object Classes)

Bidder: City of Gloucester, MA
RFR Name/Title: MA Groundfish Port Recovery & Revitalization
Program: Department of Fish and Game: Environmental Services
RFR Number: # DMF-Fish Port Grant

Additional Income Disclosure. Pursuant to the provisions of M.G.L. c. 29, s. 29A, the following amounts represent any contracts, grants or other income due from the Commonwealth of Massachusetts, including any political subdivision or public authority, during the period of a contract. You may attach additional sheets as necessary.

Please check if N/A.

Disclosure of Persons with Financial Interest (other than the bidder). Pursuant to the provisions of M.G.L. c. 29, s. 29A and c. 7A, s. 6, the following individuals have a financial interest in a contract and/or with more than one percent (1%) interest in the capital stock of the contractor. You may attach additional sheets as necessary.

Please check if N/A.

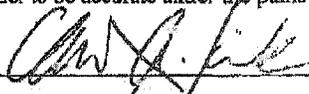
Key Personnel. Attach a resume or statement of qualifications for all key personnel specifically named in bidder's response to be assigned to the performance of a contract. Resume - S Garcia - attached.

Please check if N/A.

The information submitted herein is certified by the bidder to be accurate under the pains and penalties of perjury.

Signature of Authorized Signatory for Bidder: _____

Title of Authorized Signatory for Bidder:


Carolyn A. Kirk, Mayor

Date:

September 17, 2013

Key Personnel:

Project Manager: Sarah Garcia, Harbor Planning Director

City of Gloucester, 3 Pond Rd, Gloucester MA 01930

W: (978) 282-8017 C: (978) 325-2430 SGarcia@gloucester-ma.gov

Ms. Garcia directs Harbor Planning for the working port of Gloucester MA. She works directly with the Fisheries Commission, the Harbor Planning Committee, and the Maritime Economy Working Partnership on approaches to develop focus, support, and direction for harbor economic development. Ms. Garcia has developed multiple city-wide plans, attracted significant grant funding, and created a new diversity of waterfront opportunity for the city. Ms. Garcia has been in public sector work in planning and community development for the last fifteen years. Prior experience was in construction project management. She holds a Bachelor's degree in Government from Harvard University and a Master's degree in Public Policy from Tufts University.

Outside Consultant: Jack Wiggin, Director

Urban Harbors Institute, UMass Boston

W: (617) 287-5570 C: (617) 759-9923 Jack.Wiggin@umb.edu

Jack Wiggin has conducted several studies of the Port of Gloucester and assisted the Community Development Department with preparation of the 2009 Gloucester Harbor Plan and Designated Port Area Master plan. The past year he was contracted by the Gloucester Fisheries Commission to prepare a study of commercial dockage in Gloucester's DPA, determining current dockage and vessel use and assessing the future dockage and land use needs of the commercial fishing industry. He is also part of the planning team preparing the Ports of Massachusetts Strategic Plan for the Port Compact. He is responsible for the commercial fishing elements of the plan.

Sarah Buck Garcia
sgarcia@gloucester-ma.gov

127 Apple Street
Essex, MA 01929
(978) 325-2430

Education and Professional Affiliation

Harvard University Bachelor of Arts, Government, 1981
Tufts University Masters of Public Policy, 2006
APA, AICP American Planning Association, 2004-2013
Port Professional Seaport Advisory Council, Commonwealth of Massachusetts, 2008-2013

Work Experience

Harbor Planning Director, City of Gloucester April 2012- present
Responsible for the economic development and positioning of the working port. Manages the Harbor Plan and Designated Port Area Master Plan that governs port priorities at the local and state levels. Collaborates with the Maritime Economy Working Partnership, the Fisheries Commission and the Waterways Board. Convened two highly successful summits on maritime development, oversaw the purchase and redevelopment objectives of a key waterfront parcel, and the design and construction of a downtown Harbor Walk.

Community Development Director, City of Gloucester January 2008-April 2012
Restructured a ten person department responsible for harbor development, planning, economic development, housing, conservation and open space. Achieved new Harbor Plan, Economic Development Plan, Open Space and Recreation Plan, and Capital Facilities Management Plan. Catalyzed \$2 million renovation of City Hall, \$3.5 million rehabilitation of Newell Stadium, and city partnership in two 2 Mw wind turbines. Oversaw \$4 million in grant funded projects yearly.

Town Planner, Town of Georgetown, MA July 2005-January 2008
Managed planning for fast-growing town of 8,200 in an active subdivision and special permit environment. Also supervised completion of the Master Plan, established protocols for inclusionary housing units, and prepared zoning amendments.

Grants Administrator, City of Gloucester, MA Jan 1999 – Sep 2003
Administered the budget of one million dollars plus additional two million in loan funds, supervising staff of five, and ensured compliance with city objectives and federal guidelines. Major project achievements included the \$1.6 million East End Main Street Improvements, and the \$3.28 million collaboration with the MBTA to revitalize the train station neighborhood.

At-home Mother 3 children, founder Community Garden, editor 2 newsletters 1990-1998

Construction Project Manager, Innamorati Bros. Inc., Clinton, MA. 1985-1989
Commercial construction management.

Budget Analyst & Programmer D.C. Heath & Co., Lexington, MA. 1983-1985

Professional Development Activities - selected

2013 Panelist, *The New Maritime Port Economy*; Panelist, *Design Innovations on the Gloucester HarborWalk*, Working Waterways and Waterfronts National Symposium, Tacoma, WA.

2013 Chairperson, *Innovations in the Maritime Economy*, Gloucester MA.

2011 Panelist, *Working Waterfronts, Gloucester, New Bedford, Salem*, APA National Conference.

2011 Presenter and host, *Sustaining and Strengthening the Working Waterfront: Gloucester MA*, Mobile Workshop, American Planning Association National Conference, Boston MA.

2010 Presenter, *Putting the Working Port Back to Work*, Working Waterways and Waterfronts National Symposium, Portland Maine.

2009 Featured in case study for Managing Risk: Helping Cities in MA Adapt to Climate Change, publication of MIT-USGS Science Impact Collaborative

2008-2006 Commissioner, Merrimack Valley Planning Association

2004 Featured case study for Essex County Foundation Smart Growth: Way to Grow: Take the Train.

CONSULTANT CONTRACTOR MANDATORY SUBMISSION FORM

COMPLETE THE FOLLOWING ONLY FOR CONSULTANT CONTRACTS

(Within HH and NN and UU Object Classes)

Bidder: Urban Harbors Institute, University of Massachusetts Boston

RFR Name/Title: MA Groundfish Port Recovery & Revitalization Program

RFR Number: # DMF-Fish Port Grant

Additional Income Disclosure. Pursuant to the provisions of M.G.L. c. 29, s. 29A, the following amounts represent any contracts, grants or other income due from the Commonwealth of Massachusetts, including any political subdivision or public authority, during the period of a contract. You may attach additional sheets as necessary.

Please check if N/A.

\$10,000 Massachusetts Bays Program.

\$27,000 (approximate) MassDOT

Disclosure of Persons with Financial Interest (other than the bidder). Pursuant to the provisions of M.G.L. c. 29, s 29A and c. 7A, s. 6, the following individuals have a financial interest in a contract and/or with more than one percent (1%) interest in the capital stock of the contractor. You may attach additional sheets as necessary.

Please check if N/A.

Key Personnel. Attach a resume or statement of qualifications for all key personnel specifically named in bidder's response to be assigned to the performance of a contract.

Please check if N/A.

The information submitted herein is certified by the bidder to be accurate under the pains and penalties of perjury.

Signature of Authorized Signatory for Bidder: _____

Title of Authorized Signatory for Bidder: Director, Urban Harbors Institute, University of Massachusetts Boston

Date: September 16, 2013

Jack Wiggin, AICP

Professional Employment

1/04 - present	Director
8/94 - 12/03	Associate Director
7/89 - 7/94	Assistant Director
	Urban Harbors Institute University of Massachusetts Boston 100 Morrissey Blvd. Boston, MA 02125-3393 USA 617 287-5570
8/86 - 7/89	Chief Land Use Planner
	Robinson & Cole, LLP Hartford, Connecticut
9/84 - 6/86	Teacher
	Livorno American High School Pisa, Italy
8/81 - 8/84	Senior Environmental Planner
7/78 - 8/81	Environmental Planner
	Connecticut Department of Environmental Protection Coastal Resources Management Division Hartford, Connecticut

Teaching

- Adjunct Faculty, School for the Environment, University of Massachusetts Boston (*Planning and Land Use Law, EOS 340; Urban Planning, EOS 375*)
- Instructor, *Heritage Harbour Revitalization*, Cultural Resource Management Program, University of Victoria.
- Adjunct Associate Professor, Intercampus Graduate School of Marine Sciences and Technology, University of Massachusetts Boston.
- Instructor, Summer Transportation Institute, University of Massachusetts Boston, 2006 - 2011.
- Project Director and Instructor, Environmental Citizenship Academy, 2003 - 2004.
- Lead Instructor, Community Preservation Institute 2001 - 2003.
- Instructor, The Marine Studies Consortium, 1995-1999. (*Coastal Zone Management*)
- Instructor, University of Connecticut. *Planning Administration: Introduction to Planning* 1985.

Education

MS Urban Studies and Planning, Boston State College
BA Sociology, Fairfield University
Graduate studies in Economics, Trinity College

Representative Professional Associations and Activities

Councilor, Gulf of Maine Council on the Marine Environment, 2007–
Secretary/Treasurer, Association of US Delegates to the Gulf of Maine Council, 2008 – 2012
Board of Trustees, The Boston Harbor Association, 2007 – 2012
Board of Directors, Environmental Business Council of New England, 2006 – 2011
Chairman 2006-2012, member 2013 - , Ocean and Coastal Resources Committee
Steering Committee, Center for Oceans, Climate and Security, McCormack Graduate School of Policy Studies
2009 – present.
Renewable Energy Technical Advisory Work Group, Ocean Management Planning District of Critical Planning
Concern, Cape Cod Commission, 2010 - 2011
Ecosystem Health Advisory Group, National Center for Ecological Analysis and Synthesis, 2010 – 2011
Coastal Zone and Ocean Subcommittee, Climate Change Adaptation Advisory Committee, Mass. Executive
Office of Energy and Environmental Affairs, 2009 –
Designated Port Area Technical Advisory Committee, Mass. Executive Office of Energy and Environmental
Affairs, 2009 – 2011.
Co-Chair, State and Federal Policy Subcommittee, Massachusetts Wind Energy Working Group. 2005 –
Ex-officio member, Board of Directors, The Coastal Society, 2008 - 2009.
Strategic Planning Committee, Massachusetts Ocean Partnership Fund, 2006 –
Science and Technical Group, Massachusetts Ocean Partnership Fund, 2006 –
Science Advisory Board, Massachusetts Executive Office of Environmental Affairs, 2004 - 2007.
Board of Directors, Hale Reservation, 2002 – 2012; President 2005 – 2008, VP 2002 – 2005. Corporate Board
2012 – present.
Wildlife Assessment Working Group, Massachusetts Executive Office of Environmental Affairs, 2006.
City of Boston Municipal Harbor Planning Advisory Committee, 1998 – present
Former Chairman and member, Advisory Council, Boston Harbor Islands National Park Area, 1998- 2004
Former Chairman and member, Coastal Resources Advisory Board, Massachusetts Coastal Zone Management
Program, 1991 - 2004
Intermodal Advisory Committee, Summer Transportation Institute, UMass Boston, 2005 to –
Water Quality Working Group, Stellwagen Bank National Marine Sanctuary, 2003 – 2006
American Institute of Certified Planners (AICP), American Planning Association (APA), 1984 –
Board of Directors, (Treasurer) Massachusetts Chapter APA, 1993 – 2003.
Board of Directors, New England Chapter APA, 1990 - 1993
Executive Committee, Transportation Initiative, Great Cities' Universities 2001 –
Board of Directors, Neponset River Watershed Association, 1996 – 2000.
Board of Directors, Boston Greenspace Alliance, 1997 - 2000; Advisory Council, 2000 – 2002.
Vice President, Board of Directors, Environmental Diversity Forum, 1995 – 1999.
Member, Economic Development Advisory Board, Town of Westwood, MA 2005 – 2009.
Chairman, Housing Partnership/Fair Housing Committee, Town of Westwood, MA, 2001 – 2010.
Planning Board, Town of Westwood, MA, 2009-present; 1995-2001; Chairman 1997-1998, 2000-2001. 2012-2013.
Chairman, Comprehensive Plan Steering Committee, Town of Westwood, MA, 1996-1999, 2012 -
Board of Directors, New England Association of Environmental Professionals, 1995-1998.
Editorial Board and Book Review Editor, *Environmental Management*, An International Journal for Decision
Makers and Scientists, Springer-Verlag New York, Inc., 1990 – 2000.

University Committees

Chair, Nantucket Field Station Committee
Co-chair, Urban Planning and Community Development Committee (to establish new graduate program). 2010
– present.
Member, Master Plan Subcommittee of the Chancellor's Strategic Planning Task Force, 2010.
Member, Architectural and Landscape Design Technical Advisory subcommittee

- Chair, Public Service Grant Review Committee, 2010-2013
- Member, Steering Committee, Collaborative Institute for Oceans, Climate and Security, 2009 –
- Member, Master Plan Steering Committee, 2006 –2009
- Member, University Research Committee, 2008 - 2009
- Member, University of Massachusetts Urban Mission Coordinating Committee, 2004-2008.
- Member, Facilities Master Plan Advisory Committee, 2003 – 2004.
- Member, Nantucket Field Station Planning and Oversight Committee, 2003 – 2005.
- Member, Graduate Research Council, University of Massachusetts Boston, 2000 – 2003.

Publications

- Douglas, E., P. Kirshen, M. Paolisso, C. Watson, J. Wiggin, A. Enrici, and M. Ruth. 2012. *Coastal Flooding and Environmental Justice: Identifying Potential Strategies for Adapting to Climate Change in two urban communities in the Boston Metropolitan area, Massachusetts*. Mitigation and Adaptation Strategies for Global Change, Vol. 17, 5, pp 537-562.
- Urban Harbors Institute, Mass. Ocean Partnership, EOS, Center for Survey Research, Ecotrust. 2011. *Massachusetts 2010 Recreational Boater Survey*. (J. Wiggin, PI)
- Urban Harbors Institute, EOS, and Mass. Ocean Partnership. 2010. *Developing Performance Indicators to Evaluate the Management Effectiveness of the Massachusetts Ocean Management Plan*. (J. Wiggin, PI)
- University of Massachusetts Boston Planning Frameworks Team and Massachusetts Ocean Partnership. 2009. *Planning Framework Options for the Massachusetts Ocean Plan*. (J. Wiggin, PI)
- University of Massachusetts Boston Planning Frameworks Team and Massachusetts Ocean Partnership. 2009. *Compatibility Determination: Considerations for Siting Coastal and Ocean Uses*. (J. Wiggin, PI)
- University of Massachusetts Boston Planning Frameworks Team and Massachusetts Ocean Partnership. 2009. *A Review of Ocean Management and Integrated Resource Management Programs from Around the World*. (J. Wiggin, PI)
- Harding, D., J. Wiggin, E. Mahoney, D. Bordaer, D. Stynes, M. Thomas, and F. Lupi. 2009. *Florida Boating Access Facilities Inventory and Economic Study including a Pilot Study for Lee County*. Florida Fish and Wildlife Conservation Commission. (J. Wiggin, PI)
- "Creative Zoning: Putting the Teeth in Your Planning," Jay Wickersham, Jack Wiggin, and Glenn Garber, Chapter 6 in *Preserving and Enhancing Communities: A Guide for Citizens, Planners, and Policymakers*, edited by Elisabeth M. Hamlin, Linda Silka and Priscilla Geigis, and Linda Silka, University of Massachusetts Press, 2007.
- Robert E. Bowen, Jin-Seok Kim, and Jack Wiggin, for Korea Maritime Institute. 2007. *Linking Socio-economics and Coastal Environmental Change: Outcome Indicators to Assess Coastal Management Success*. (J. Wiggin, B. Bowen, co-PIs)
- Lisa Bowen, Daniel Georgianna, Dan Hellin, Rebecca Loveland, David Terkla, and Jack Wiggin. 2006. *An Assessment of the Coastal Marine Economies of Massachusetts*, "(Report 1) and "Next Steps for Further Study of the Coastal and Marine Economies of Massachusetts," (Report 2).
- Urban Harbors Institute. 2005. *Boston Harbor Islands Renewables Planning Guide*. Massachusetts Technology Collaborative. (J. Wiggin, PI)
- Courtney, Fara and Jack Wiggin. 2003. *Ocean Zoning: A Background Paper*, Gulf of Maine Council on the Marine Environment.
- Roman, Charles T., Bruce Jacobson, and Jack Wiggin. 2005. "Boston Harbor Islands National Park Area: Natural Resources Overview," *Northeast Naturalist*, Vol. 12, Issue 3.
- Wiggin, Jack and David Terkla *Economic Incentives for Designated Port Areas in Massachusetts*. Massachusetts Coastal Zone Management Office. August 2004.
- Poiras, Jean, Robert Bowen and Jack Wiggin. 2003. Challenges to the use of consensus building in integrated coastal management. *Ocean & Coastal Management* Volume 46, issue 5, Pages 391-405.
- Comprehensive Economic Development Strategy*. Contributing author. Metropolitan Area Planning Council. 2002.
- Joint Center for Urban and Environmental Problems and Urban Harbors Institute, 2001. *Master Plan for the Marine Industries Association of South Florida*, with, Florida Atlantic University.
- Wiggin, Jack. 2001. *The South Boston Seaport District: Planning Urban Waterfronts, Coastlines*.

Wiggin, Jack and Chantal Lefebvre. 2000. *Green Ports: Environmental Management and Technology in US Ports*, US EPA.

Recent Presentations and Conference Activities

- Plenary panelist, "History, Status and Trends of Working Waterfronts, and panelist, "America's Green Ports," National Working Waterfronts and Waterways Symposium, Tacoma, WA. March 26-27, 2013.
- Panelist, "Improving Port Communities," American Planning Association National Planning Conference, Chicago, IL April 13, 2013.
- Panelist, "Coastal Communities: Planning for Resilience, Adaptation and Sustainability." 13th National Conference on Science, Policy and the Environment. Washington, D.C. January 15, 2013.
- Panelist, "National Working Waterfronts and Waterways Network," From Stern to Stern II conference, Clearwater Beach, FL, May 17, 2012.
- Panelist, "Identification of OCS Renewable Energy Space-Use Conflicts and Analysis of Potential Mitigation Measures," North Atlantic Ports Association. New Bedford, June 7, 2012.
- Organized, coordinated, and moderated panel "How CMSP techniques have been used by coastal communities," "On The Edge: Coastal Communities Conference, *Creating a Blueprint for our Coast.*" ReMain Nantucket. September 29, 2011
- Presenter, "Identifying Vulnerable Communities and Feasible Adaptation Strategies," Project Workshop. US NSF Partnerships for International Research and Education (PIRE) I project, Offshore Geohazards and Coastal Risk Assessment: Characterization, Uncertainties, Resiliency, and Preparedness, Northeastern University, September 16, 2011.
- Program chair and moderator, "Greening Massachusetts State Agencies," Environmental Business Council, Boston, September 9, 2011.
- Panelist, "Massachusetts Ocean Plan," Turbines, Towers and Vessels 2011, Providence, RI, September 7, 2011.
- Presentations: "The Massachusetts Experience: Integrated Multiple-use Ocean Management" and "Working Waterfronts: Issues and Management Approaches from Massachusetts," Coastal Zone 2011, Chicago, July 19-20, 2011.
- Program chair and moderator, Ocean Governance - Federal Agency Ocean Management Programs, Environmental Business Council's 6th Annual Ocean Management Conference, Waltham, MA, July 22, 2011.
- Presentation, "Coastal Flooding and Environmental Justice: Identifying Vulnerable Communities and Feasible Adaptation Strategies in the Boston Metropolitan Area, Blue Vision Summit 3, Washington, D.C., May 22, 2011.
- Presentation, "The Rising Tide in Boston: The Effects of Sea Level Rise and Coastal Flooding due to Climate Change, American Planning Association's National Planning Conference, April 9, 2011.
- Steering Committee and speaker, Working Waterways and Waterfronts National Symposium on Water Access 2010, Portland, ME, September 27-30, 2010. Presentation, The Role and Effectiveness of Regulations in Preserving the Working Waterfront.
- Presentation, "Massachusetts Ocean Plan," Marine Fisheries Advisory Committee, Silver Spring, MD, November 11, 2009.
- Moderator and speaker, 2nd Annual Ocean Energy for New England Conference. Marine Renewable Energy Consortium, Hyannis, MA, September 17, 2009.
- Panelist, Massachusetts Plenary, Ocean Planning Frameworks, Coastal Zone 09, Boston, MA July 22, 2009
- Program chair and moderator: Massachusetts Ocean Management Plan, Environmental Business Council's 4th Annual Ocean Management Conference, Waltham, MA, July 10, 2009.
- Marine Spatial Planning in Massachusetts, The Blue Economy: Understanding the Ocean's Role in the Nation's Future, Capitol Hill Ocean Week. Washington, DC. June 11, 2009.
- Presentation, "Marine Spatial Planning," New England Estuarine Research Society, Spring Meeting, Salem, MA, April 2009.
- Presentation, "Marine Spatial Planning, Theories and Applications," Ocean Management Workshop, Exchange Conference Center, Boston Fish Pier, November 12, 2008.
- Presentation, "Ongoing and Emerging Research Projects that can Enhance Collaboration," Navigating a Course Toward Ocean Renewable Energy: A Colloquium to Enhance North American Research Collaborations, Graduate School of Oceanography, University of Rhode Island, October 27-28, 2008.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), 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/ocd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): City of Gloucester MA		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4, T&C): 9 Dale Avenue, Gloucester, MA 01930		Business Mailing Address:	
Contract Manager: Sarah Garcia, Harbor Planning Director		Billing Address (if different):	
E-Mail: sgarcia@gloucester-ma.gov		Contract Manager:	
Phone: 978-282-3017	Fax: 978-281-9779	E-Mail:	
Contractor Vendor Code:		Phone:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD __		MMARS Doc ID(s):	
(Note: The Address ID Must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	

<p style="text-align: center;"><u>NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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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.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____

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); __ 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.)

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.

3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of ____, 20__, 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:
 X: Carolyn A. Kirk, Date: 9/17/13
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Carolyn A. Kirk
 Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____, Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____
 Print Title: _____

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 1099 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 Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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. Notices 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-9a 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-9a 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 notices.

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 "seamarks" 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 "seamarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



to explain and justify the exemption and whether Contractor selection has been publicly posted.

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.

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-9a Policy.

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.

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.

CERTIFICATIONS AND EXECUTION

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

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 cycles. 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.

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.

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.

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.

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

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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 185 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment 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, s. 99R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 146B 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. 86A; 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, s. 26, s. 27 and s. 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, s. 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. 82C, 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 that 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 11248; 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 804. 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; AGC 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. 12101, et seq.; the Rehabilitation Act; 29 USC c. 16, s. 793; 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, sec. 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 623. If qualified through the SBPP SmartBid subscription process at: www.comn-pass.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

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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 Performances. 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 "H-I" and "NN" and "UOS" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFP 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 s. 999(b)(3)-(4), and IRB 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 348. 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, s. 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 TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

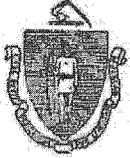
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §§30-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing 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.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: Carolyn A. Kirk _____

Title: Mayor _____

Date: 9-17-13 _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: City of Gloucester, MA _____

Doing Business As: Name (if Different): _____

Tax Identification Number: 046001390 _____

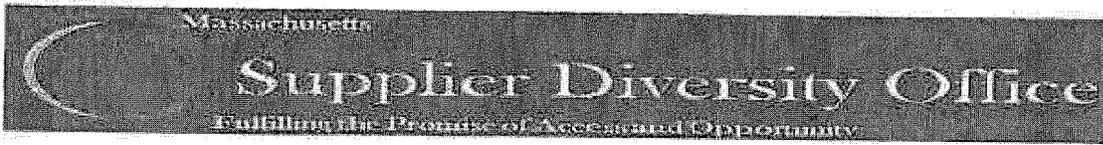
Address: 9 Dale Avenue, Gloucester, MA 01930 _____

Telephone: 978-281-9700 _____ FAX: 978-281-9779 _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



Supplier Diversity Program (SDP) Plan Form

Contract/RFR Document Number: DMF-Fish Port Grant

Instructions: Completing all parts of this form is mandatory. Please read instructions in the SDP section of the solicitation. Complete one form for each **Supplier Diversity Office (SDO) Certified M/WBE Partner Business**. For a complete list of certified vendors please go to <http://www.somwba.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>.

Part I Bidder/Contractor Information Help with Part I

Business Name: City of Gloucester, MA
 Full Address: 9 Dale Avenue, Gloucester, MA 01930

Contact Name: Sarah Garcia Phone # (978) - 282-8017 x Email address: sgarcia@gloucester-ma.gov

Check one of the following if applicable:
 MBE WBE M/WBE M/W Non-Profit
 If not yet certified, check here if you have applied for Certification:
 Certification Expiration Date If Applicable (copy of the SDO certification letter must be attached):

Part II SDP Partner (Cannot be the same company as the Bidder/Contractor or an affiliate) Help with Part II

M/WBE Business Name: Sole contract. Not M/WBE.
 Full Address: number, street, and apt. or suite no., city, state, zip

Contact Name: Phone # () - x Email address:

Check one of the following if applicable:
 MBE WBE M/WBE M/W Non-Profit
 If not yet certified, check here if your partner has applied for Certification:
 Certification Expiration Date If Applicable (copy of the SDO certification letter must be attached):

Part III Description of Business Relationship Help with Part III

Check a minimum of one of these options that best describe the business relationship between Bidder/Contractor and SDP Partner:
 Subcontract: include a copy of the written agreement between the Bidder and Subcontractor.
 Ancillary: include a copy of the written agreement between the Bidder and Ancillary Partner.
 Growth & Development: enclose plan for education, training, sponsorship, mentoring, resource sharing, and/or other initiatives.

Briefly describe the products and/or services the SDP Partner will provide your business:

Part IV Financial Commitment Help with Part IV

Provide information on the committed amount (as a percentage of Bidder/Contractor gross revenue derived from this contract or as an exact dollar figure) to be spent with the certified SDP Partner as part of this relationship.

Annual Amount or Percentage	or separately for each contract year	Year 1 Amount or Percentage	Year 2 Amount or Percentage	Year 3 Amount or Percentage	Year 4 Amount or Percentage	Year 5 Amount or Percentage

Part V Past Performance Help with Part V

Have you had past relationships/spending with this SDP partner Yes No
 If yes, please provide total spending in previous two years \$

Sign Here: Print Name ▶ Carolyn A. Kirk Title ▶ Mayor
 Authorized Signature ▶ Date ▶ 8-17-13

ADDITIONAL ENVIRONMENTALLY PREFERABLE PRODUCTS / PRACTICES

Bidder Company Name: City of Gloucester, MA Date: 9-17-13

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible.

Bidders who can demonstrate such initiatives (referencing, but not limited to, the items listed below) will be eligible to receive evaluation points. In order to receive evaluation points, Bidders must complete this form and submit it with their RFR Response.

Bidders must submit appropriate documentation to support the items for which the Bidder indicated a "Yes" (and/or include information in the box following each question). (See page 2 for additional guidance on completing this form)

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

- N/A Use of corrugated materials that exceeds the required minimum of 35% post-consumer recycled content
- Use of other packaging materials that contain recycled content and are recyclable in most local programs
- Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, documentation of practices must be included in the box below, which will expand to accommodate your response.

2. Business Practices / Operations / Manufacturing

Does the bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

- Recycles materials in the warehouse or other operations
- Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- Use of energy efficient office equipment or signage or the incorporation of green building design elements
- Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- Other sustainable initiative

If yes, documentation of practices must be included in the box below, which will expand to accommodate your response.

The City has an extensive recycling program that picks up at the curb weekly and at municipal buildings. The City offers metal recycling, and uses waste oil to power the garage furnace. The City uses recycled paper. The City also has 8 big-belly solar trash compactors.

3. Training and Education

Does the bidder conduct/offer a program to train or inform customers of the environmental benefits of the products to be offered under this contract, and/or does the bidder conduct environmental training of its own staff? Yes No

If yes, bidders must attach a description of the training offered and the specific criteria targeted by the training in the box below which will expand to accommodate your response.

Not applicable.

4. Certifications

Has the bidder or any of its manufacturers and/or subcontractors obtained any of the following product/industry certifications?

- ISO 14000 or adopted some other equivalent environmental management system
- Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

A check = "yes"; Bidders must indicate certificate name in the box below and attach a (scanned) copy with their response.

No. Not applicable. The City is not a manufacturer.

5. Other Environmental Criteria

Bidders are encouraged to respond to criteria specifically indicated in this RFR as "desirable environmental criteria" to receive consideration in the evaluation. (Please provide information in the box which will expand to accommodate your response.)

Updated August 2009

Sensitivity level - low

The City became a Green Community in 2011, and has installed two 2.6 Mw turbines for municipal power needs. The City's Clean Energy program that included installing three wind turbines for city power in 2012.

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
City of Gloucester

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no.
 9 Dale Avenue

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
 Gloucester, MA 01930

City, state and ZIP code

Phone # (978) 282-8017 Fax # (978) 281-8779 Email address: sgarcia@gloucester-ma.gov

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.
 Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

04-6001390

Vendors:
 Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here Authorized Signature Date

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

6. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

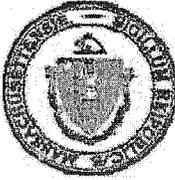
Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
Electronic Funds Transfer Sign Up Form

Request type must be checked: Initial Request Changing Existing Account Closing Account

I, _____ hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.
- I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: _____
 Vendor Bank Transit Number (ABA): _____
 Vendor Bank Account Number: _____
Filling out this field is a requirement for changing account #
 Vendor Bank Old Account Number: _____
 Account Type: _____

VENDOR INFORMATION

Vendor Tax Identification Number (TIN): _____ **NOTE: Current EFT is on file with the Commonwealth**

Vendor/Business Name: _____
 Vendor Contact Name: _____
 E-mail: _____
 Telephone: _____
 Address: _____
 City: _____

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: _____

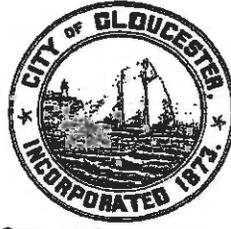
Print Name: _____

Title: _____ Date: _____

Form forwarded to Commonwealth Department: Department of Fish and Game, Division of Marine Fisheries

Attach voided check here.

City Hall
Three Pond Road
Gloucester, MA 01930



TEL 978-282-8017
FAX 978-281-9779
sgarcia@gloucester-ma.gov

CITY OF GLOUCESTER
HARBOR PLANNING

October 10, 2013

To: Tom Daniel, Community Development Director
From: Sarah Garcia
Date: October 10, 2013
Re: Two grant applications

- ① Groundfish Port Recovery and Revitalization Grant
- ② Community Based Aquaculture Development Grant

Please find attached two grant applications submitted on behalf of the City of Gloucester for forwarding to the Mayor and the City Council. As you are aware, these are only applications, not awarded grants, so we are not at this time requesting that the Council vote to accept the funding.

Thank you.



**City of Gloucester
Grant Application and Check List**

Granting Authority: State _____ Federal X Other _____

Name of Grant: Community Based Aquaculture Development, Gloucester MA

Department Applying for Grant: Community Development

Agency-Federal or State application is requested from: Dept of Commerce

Object of the application: community based aquaculture

Any match requirements: none required

Mayor's approval to proceed: *[Signature]* 10/16/13
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant: _____
Title Amount

Auditor's distribution to managing department: _____
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office



**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

- 1. Grant Application**
- 2. Grant Award Letter/Standard Contract Approval Form**
- 3. Council Order Approval**
- 4. Original Grant Account Budget as approved by Grantor**
- 5. Amended Grant Account Budget as approved by Grantor (if applicable)**
- 6. Any additional information as requested by the Auditing Department**

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development

ACCOUNT NAME: 2014-2015 CBAD SK Grant

FUND NUMBER AND NAME: (N/A FOR NEW FUND)

CFDA # (Required for Federal Grants): _____

DATE PREPARED: 10/10/2013

OBJECT	ORIGINAL BUDGET	APPROVED		REVISED BUDGET
		AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4 _____)				
	\$274,098.00			\$274,098.00
				\$0.00
				\$0.00
Total:	\$274,098.00	\$0.00	\$0.00	\$274,098.00
EXPENSE (5 _____)				
5100 personnel		Please refer to grant budget page		\$0.00
5200 contractors		Please refer to grant budget page		\$0.00
5400 materials		Please refer to grant budget page		\$0.00
5700 other		Please refer to grant budget page		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$274,098.00

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____



Grant Application Package

Opportunity Title:	2013 Saltonstall Kennedy (2013 S-K)
Offering Agency:	Department of Commerce
CFDA Number:	11.427
CFDA Description:	Fisheries Development and Utilization Research and Deve
Opportunity Number:	NOAA-NMFS-PHQ-2013-2003834
Competition ID:	2447356
Opportunity Open Date:	07/31/2013
Opportunity Close Date:	09/29/2013
Agency Contact:	Northeast Region; Susan Olsen; telephone: 978-281-9330; email: Susan.Olsen@noaa.gov

I will be submitting applications on my behalf, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)	Complete
Project Narrative Attachment Form	Complete
CD511 Form	Complete
Budget Narrative Attachment Form	Complete
Assurances for Non-Construction Programs (SF-424B)	Complete
Budget Information for Non-Construction Programs (SF-424A)	Complete

Optional

- Other Attachments Form
- Disclosure of Lobbying Activities (SF-LLL)

Instructions

[Show Instructions >>](#)

This electronic grant application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, click this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Gloucester

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

046001390

*** c. Organizational DUNS:**

8306832770000

d. Address:

*** Street1:**

9 Dale Avenue

Street2:

*** City:**

Gloucester

County/Parish:

Essex

*** State:**

MA: Massachusetts

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

01930-1750

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Harbor Planning

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Sarah

Middle Name:

*** Last Name:**

Garcia

Suffix:

Title:

Harbor Planning Director

Organizational Affiliation:

City of Gloucester

*** Telephone Number:**

978-282-8017

Fax Number:

978-281-9779

*** Email:**

sgarcia@gloucester-ma.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

H: Public/State Controlled Institution of Higher Education

Type of Applicant 3: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

*** Other (specify):**

*** 10. Name of Federal Agency:**

Department of Commerce

11. Catalog of Federal Domestic Assistance Number:

11.427

CFDA Title:

Fisheries Development and Utilization Research and Development Grants and Cooperative Agreements Program

*** 12. Funding Opportunity Number:**

NOAA-NMFS-FHQ-2013-2003834

*** Title:**

2013 Saltonstall Kennedy (2013 S-K)

13. Competition Identification Number:

2447356

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Add Attachment

Add Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Based Aquaculture Development, Gloucester MA

Attach supporting documents as specified in agency instructions.

Add Attachment

Add Attachment

Add Attachment

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="274,098.00"/>
* b. Applicant	<input type="text" value="106,823.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="380,921.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. ***By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

To add more Project Narrative File attachments, please use the attachment buttons below.

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

*** NAME OF APPLICANT**

City of Gloucester

*** AWARD NUMBER**

11.427

*** PROJECT NAME**

Community Based Aquaculture Development, Gloucester MA

Prefix:

*** First Name:**

Middle Name:

Carolyn

A.

*** Last Name:**

Suffix:

Kirk

*** Title:**

Mayor

*** SIGNATURE:**

*** DATE:**

Completed by Grants.gov upon submission.

Completed by Grants.gov upon submission.

Budget Narrative File(s)

* Mandatory Budget Narrative Filename:

[Add Mandatory Budget Narrative](#)

[Edit Mandatory Budget Narrative](#)

[View Mandatory Budget Narrative](#)

To add more Budget Narrative attachments, please use the attachment buttons below.

[Add Optional Budget Narrative](#)

[Delete Optional Budget Narrative](#)

[View Optional Budget Narrative](#)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Offense and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11693 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p>Mayor</p>
<p>* APPLICANT ORGANIZATION</p> <p>City of Gloucester</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0008
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 2013 Saltonstall Kennedy (2013 S-K)	11.427	\$	\$	\$ 274,098.00	\$ 106,823.00	\$ 380,921.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 274,098.00	\$ 106,823.00	\$ 380,921.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	2013 Saltonstall Kennedy (2013 S-K)				
a. Personnel	\$ 59,940.00	\$ 46,202.00	\$	\$	106,142.00
b. Fringe Benefits	2,897.00	7,643.00			10,540.00
c. Travel	3,616.00				3,616.00
d. Equipment	30,320.00				30,320.00
e. Supplies	18,600.00				18,600.00
f. Contractual	142,840.00	47,160.00			190,000.00
g. Construction					
h. Other	6,200.00				6,200.00
i. Total Direct Charges (sum of 6a-6h)	264,413.00	101,005.00			365,418.00
j. Indirect Charges	9,685.00	5,818.00			15,503.00
k. TOTALS (sum of 6i and 6j)	\$ 274,098.00	\$ 106,823.00	\$	\$	\$ 380,921.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant		(c) State	(d) Other Sources	(e) TOTALS
8. 2013 Saltonstall Kennedy (2013 S-X)	\$ 106,823.00	\$		\$	106,823.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 106,823.00	\$		\$	106,823.00

SECTION D - FORECASTED CASH NEEDS

Total for 1st Year	1st Quarter				2nd Quarter				3rd Quarter				4th Quarter			
13. Federal	\$ 147,109.00	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	
14. Non-Federal	\$	\$														
15. TOTAL (sum of lines 13 and 14)	\$ 147,109.00	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	\$	\$ 36,777.25	

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. 2013 Saltonstall Kennedy (2013 S-X)	\$ 126,989.00	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 126,989.00	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

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A. Project Summary: Community Based Aquaculture Development, Gloucester MA

Applicant organization: City of Gloucester

Title: Community Based Aquaculture Development, Gloucester, MA

Project Location: Gloucester, MA (impacting the New England coastal states and beyond)

Requested award dates: April 1, 2014 – March 31, 2016

Funding requested: \$274,098

Principal Investigator: Sarah Garcia, Harbor Planning Director, City of Gloucester

Collaborating partners: *Northeastern Massachusetts Aquaculture Center*, Salem State

University, Joseph Buttner, Director; *Maritime Gloucester*, Thomas Balf, Executive Director

Species/resources to be addressed: surf clams (*Spisula solidissima*), sea scallops (*Placopecten magellanicus*)/subtidal culture

SK priorities to be addressed:

1) Aquaculture

1a. demonstrate marine aquaculture technologies in (a) pilot and commercial scale project that will create jobs in coastal communities, produce healthful local seafood, revitalize (the) working waterfront and support the traditional fishing community, 1b. provide training for fishermen ... in (a) coastal community in aquaculture production methods.

2) Optimum Utilization of Harvested Resources under Federal or State Management

2a. increase public knowledge of the safe handling and use of fish and their products.

2b. facilitate industry cooperation.... to promote ... marketability of U.S. fishery products.

3) Fisheries socioeconomics

3a. provide an experimental model for research into fishing community innovations in organization/governance.

Proposed Activities and anticipated benefits/outcomes:

Activities

In April 2013 the Gloucester Aquaculture Interest Group was established to nurture development of sustainable aquaculture in subtidal waters under Gloucester management, acknowledging the immediate and critical need for diverse fishing opportunities. The Interest Group included representation from the Massachusetts Division of Marine Fisheries (MA DMF), the Gloucester Shellfish Commission, the City of Gloucester Shellfish Department and Harbor Planning, National Marine Fisheries Service, Steve Parkes formerly of Whole Foods, Ken Riaf, maritime attorney and former fisherman, the chairmen of the Gloucester Fisheries Commission and the Waterways Board, and displaced Gloucester groundfishermen interested in potential opportunities. (see Appendix A, Summary of Aquaculture Interest Group meetings.)

After careful consideration of opportunity, the group moved forward with the concept of an Aquaculture Development Area (ADA) where the city obtains a nonexclusive area permit from the MA DMF, a training program to support and protect the new industry, and a pilot program to explore growth rates and potential market for two species the group thought had the most market potential. This concept is moving forward as this CBAD application for SK funding.

With input from the Massachusetts Division of Marine Fisheries, commercial fishermen, Maritime Gloucester, Salem State University, and City officials (Community Development

Department, Shellfish Commission, Fisheries Commission,) subtidal waters suitable for shellfish aquaculture have been identified and are in the process of being block permitted for an ADA.

The Pilot Program can proceed simultaneously with pursuance of the ADA, as it does not require the bottom survey by MA DMF if done under the auspices of a research organization such as the co-PI on this grant, the Salem State University Northeast Aquaculture Center. The shellfish will be grown in lobster pots, as opposed to suspended in the water column, thereby bringing in the new fishery within the known gear parameters of the existing lobster fishery.

Aquaculture has long been recognized as a venue to capitalize upon the skills and aptitudes of commercial fishers. Commercial fisheries possess skills requisite to success in aquaculture such as the ability to locate and capture fish, competence with harvest equipment and handling procedures, experience with electronics and navigation, operation and maintenance of machinery, as well as personnel and financial management.

Benefits/Outcomes

The Community Based Aquaculture Development proposal returns benefits by lowering the barriers to entry for entrepreneurs in the aquaculture field while ensuring safety of product, takes advantage of a unique opportunity to change the dynamic between the wild caught fishery and the aquaculturists, provides a template for other established fishing communities to follow, and, finally, provides a bridge to diversity and retention of talent and infrastructure in a 350 year fishing port.

- 1) The CBAD proposal removes the high costs associated with site survey and preparation, and the uncertainties of community acceptance and market demand, so that individual fishers can realistically evaluate and take hold of opportunities in subtidal shellfish aquaculture. The training program supports their success and protects the safety of the food production.
- 2) CBAD has the engagement of highly competent fishing professionals in establishing a new subtidal aquaculture market, due to displacement from recent severe closures in the typically harvested groundfish from the Gulf of Maine. Multiple city departments and the nearby Aquaculture Center also responded to the imperative of diversifying port opportunities and have focused resources toward CBAD. The timing offers a unique opportunity for successful introduction of new market development through the CBAD process and program.
- 3) CBAD will provide a template for introducing a new fishery from within a community, industry-engaged process. Both established fishing communities and prospective aquaculturists will benefit from the model.
- 4) CBAD contributes to building a bridge for the community: protecting the value of the fishery infrastructure while exploring potential new markets and approaches. Putting displaced fishers to work protects the viability of the existing fishing community at a time when groundfish stocks are a declared disaster. Putting displaced fishers to work protects the nation's increasingly scarce resources in intellectual capital of those that work the ocean and the infrastructure of the communities that support that work.

Gloucester serves as a transport hub to all metropolitan area seafood markets in the Northeast United States and its merchants in fish commodities have established trade relationships with Canada, Western Europe, and Asia. As such developing shellfish aquaculture techniques and familiarity in the Gloucester port will have broad repercussive benefits.

Community Based Aquaculture Development, Gloucester MA

B) Narrative Project description:

1) Project goals and objectives:

The Gloucester *Community Based Aquaculture Development* (CBAD) project builds upon the premise that most individuals currently engaged in the various fisheries would, if circumstances permitted, prefer to remain working on the water. It further acknowledges that past efforts designed to retrain, repurpose and transition commercial fishers into non-fishing employments have met with limited success. CBAD accesses the transferrable skill sets of fishers and existing under-utilized fishing craft to develop a venue to supplement fishing income with aquaculture income. CBAD is designed to increase the likelihood that those pursuing opportunities in subtidal aquaculture ventures will not be discouraged or barred by the high hurdles that are associated with siting and start-up. The program not only seeks to alleviate known obstacles to entry but takes measures to increase the likelihood of success by creating a certificate program that trains and familiarizes fishers with the techniques and skills necessary to conduct this activity successfully. Developed for and implemented in subtidal coastal waters adjacent the City of Gloucester, the process and resultant template are designed to be broadly applicable and readily transferable. Specific SK program priorities to which this project responds are as follows:

- 1) Aquaculture
 - 1a. *demonstrate marine aquaculture technologies in (a) pilot and commercial scale project that will create jobs in coastal (Gloucester and nearby) communities, produce healthful local seafood, revitalize (the) working waterfront and support the traditional fishing community,*
 - 1b. *provide training for fishers and others in (a) coastal community in aquaculture production methods.*
- 2) Optimum Utilization of Harvested Resources under Federal or State Management
 - 2a. *increase public knowledge of the safe handling and use of fish and their products.*
 - 2b. *facilitate industry cooperation and outreach to promote and enhance marketability of U.S. fishery products.*
- 3) Fisheries socioeconomics
 - 3a. *provide an experimental model for research into fishing community innovations in organization/governance.*

CBAD's goals are to 1) lower identified barriers to entry into the field of commercial shellfish aquaculture, 2) introduce displaced fishers to shellfish aquaculture, 3) promote sustainable opportunities at inshore sites for commercial fishers seeking to utilize more fully their vessels as platforms during a period of reductions in quota, and 4) facilitate the permitting process through pre-permitted municipally-managed CBAD areas.

Global Situation

Sustainable aquaculture is not a futuristic luxury it is a necessary reality. Aquaculture currently provides over half of the seafood (defined here to include production from freshwater and

saltwater; production of finfish, shellfish and algae) products consumed globally by humankind (up from merely 4% in 1970; FAO 2012). Since the late 1980s capture fisheries globally have remained static, with an annual harvest of approximately 90 million tons despite intensification/sophistication of effort and targeting nontraditional species (FAO 2012). According to the United Nations (FAO 2012), over 80% of all monitored fisheries are now fully exploited, over-exploited, depleted or recovering. Food and Agriculture Organization (FAO) data indicate that now for the first time in recorded history, aquaculture production exceeds beef production (Larsen and Roney, 2013; Figure 1). Aquaculture, in contrast to commercial fisheries and terrestrial production of beef, is a growing and increasingly sustainable industry.

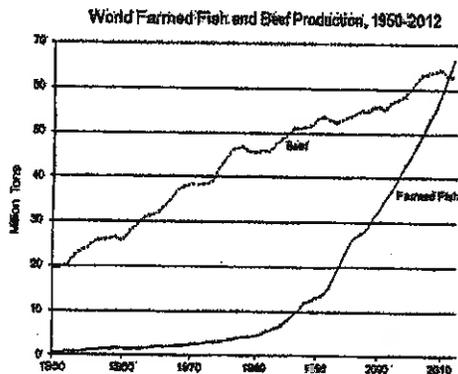


Figure 1. Since 1980 aquaculture has experienced exponential growth while beef production has grown slowly and has remained static for the last half decade (source: Earth Policy Institute.)

National Situation

For decades, the United States has suffered a growing trade deficit in seafood. According to Joseph J. Myers, New Jersey Department of Agriculture, Office of Aquaculture Coordination (2 May 2013): "The 12 years of trade data we have has enabled us to employ a basic regression analysis. When we completed the analysis in 2011, we found a strong negative correlation between time period and seafood trade deficit value in US\$. That equation predicted a deficit value of \$10.82 billion projected value for 2012. The actual value in 2012 is a deficit of \$10.96 billion, which grew slightly less than 1% to from the previous year. The regression including the actual 2012 value remains significant ($P = 0.000$) and the R^2 is 0.934. The seafood category also maintained its rank at #17 among all deficit-contributing categories in the U.S. Census Bureau data set." In 2011 the U.S. imported 91% of its seafood, nearly half produced by aquaculture (NOAA FishWatch.com, undated; Lowler 2012). This situation is unacceptable, incredulous! The United States possesses an East Coast, West Coast, Gulf Coast, the Great Lakes and St. Lawrence River, not to mention Alaskan waters. In addition, islands such as Hawaii, Puerto Rico, Guam and American Samoa are surrounded by a 200 mile Exclusive Economic Zone (EEZ). There is simply no justifiable reason for the United States to import seafood while exporting jobs, technology and compromising our own food security and unnecessarily magnifying our ecological footprint.

Confounding the situation, to restore and enhance depleted fisheries, the United States has implemented severe restrictions on what commercial fishers can harvest. These ever-increasing draconian restrictions have yielded mixed results relative to restoration of depleted stocks (e.g., NOAA Fisheries Service: Sustainable Fisheries Division, multiple dates), but they have most

saltwater; production of finfish, shellfish and algae) products consumed globally by humankind (up from merely 4% in 1970; FAO 2012). Since the late 1980s capture fisheries globally have remained static, with an annual harvest of approximately 90 million tons despite intensification/sophistication of effort and targeting nontraditional species (FAO 2012). According to the United Nations (FAO 2012), over 80% of all monitored fisheries are now fully exploited, over-exploited, depleted or recovering. Food and Agriculture Organization (FAO) data indicate that now for the first time in recorded history, aquaculture production exceeds beef production (Larsen and Roney, 2013; Figure 1). Aquaculture, in contrast to commercial fisheries and terrestrial production of beef, is a growing and increasingly sustainable industry.

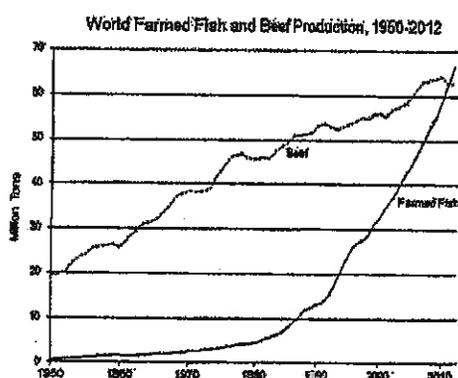


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Confounding the situation, to restore and enhance depleted fisheries, the United States has implemented severe restrictions on what commercial fishers can harvest. These ever-increasing draconian restrictions have yielded mixed results relative to restoration of depleted stocks (e.g., NOAA Fisheries Service: Sustainable Fisheries Division, multiple dates), but they have most

definitely and adversely impacted fishers and communities. Arguably the severity of impact has most dramatic in New England and, specifically, Massachusetts.

Massachusetts Situation

Fishing and a working waterfront have been integral to Massachusetts and New England since before the United States existed; indeed, one could argue since before the discovery of the New World by Columbus (Kurlansky 1998). Not only is living on and with the sea an important source of jobs, income and food, it is a treasured heritage. That heritage is now imperiled. In response, the Commonwealth of Massachusetts has explored and embraced options to maintain its fishing tradition. Sustainable aquaculture is recognized and pursued as one option to perpetuate our fishing and working waterfront traditions, albeit in a modified form (Murphy et al. 2009; Massachusetts Department of Fish and Game, 2011).

Gloucester Situation

Fishing has been a way of life in Gloucester for centuries, and the character of the community is defined by it. The Gloucester fishing fleet has consistently landed a third of all groundfish harvested in the northeast (e.g., Lowler 2012). Proximity of its port to the productive Gulf of Maine fishing grounds, and the port's deep southerly facing harbor led to a developed hub port infrastructure that is a regional resource for fishing vessels.

The Gloucester groundfish fleet primarily fishes in federal waters and is highly protective of rights and conflicts in the fishing grounds. In state waters, fishers participate in a highly developed lobster and shellfish industry. New uses, such as that proposed by CBAD, have the most likelihood of success if developed from within the institutional structures of existing stakeholders.

In addition, Gloucester possesses industrial processing capacity. Its work force is experienced in at-sea handling techniques and equipped to utilize its deep reservoir of ocean-trade skills. Gloucester serves as a transport hub to all metropolitan area markets in the Northeast United States. Its merchants in fish commodities have established trade relationships with Canada and Western Europe, and Asia. New product development under CBAD will be guided by the sophistication within the industry.

The CBAD Project

For more than a decade the City of Gloucester and Salem State University (SSU) have worked and developed rapport with local in-shore fishers. Intertidal culture of softshell clams has pursued on public lands since 2009, with guidance provided by SSU personnel.

In April 2013 the Gloucester Aquaculture Interest Group was established to nurture development of sustainable aquaculture in subtidal waters under Gloucester management, acknowledging the immediate and critical need for diverse fishing opportunities. The Interest Group included representation from the MA Division of Marine Fisheries (MA DMF), the Gloucester Shellfish Commission, the City of Gloucester Shellfish Department and Harbor Planning, National Marine Fisheries Service, Steve Parkes formerly of Whole Foods, and Ken Riaf, maritime attorney and former fisherman, chairmen of the Gloucester Fisheries Commission and the Waterways Board,

and displaced Gloucester groundfishers interested in potential opportunities. (see Appendix A - Summary of Aquaculture Interest Group meetings.)

After careful consideration of opportunity, the group moved forward with the concept of an Aquaculture Development Area (ADA) where the city obtains a nonexclusive area permit from the MA DMF, a training program to support and protect the new industry, and a pilot program to explore growth rates and potential market for two species the group thought had the most market potential. This concept is moving forward as this CBAD application for SK funding.

With input from the Massachusetts Division of Marine Fisheries, commercial fishers, Maritime Gloucester, Salem State University, and City officials (Community Development Department, Shellfish Commission, and Fisheries Commission) subtidal waters suitable for shellfish aquaculture have been identified and are in the process of being block permitted (Table 1; Figure 1).

Table 1. Process Initiated to determine possible Shellfish CBAD Area in Gloucester.

- 1) Meet with chairs of Waterways Board and Fisheries Commission to determine users within approved sub tidal shellfish growing areas of Gloucester (N8, N10, N12.)
- 2) Segment those approved shellfish growing areas into three areas. Near-shore (less than one mile from shore approximately), mid-range (between 1 mile and two miles off-shore approximately), off-shore (between 2 miles and 3 miles off shore approximately).
- 3) On a 0-4 scale (with 4 being the greatest degree) estimate the degree of possible conflicting use for each user group within those approved shellfish growing areas.
- 4) In order to better define the 3 segmented portions of the approved shellfish growing areas, obtain a nautical chart with approved growing areas overlaid.
- 5) Review that chart with chairs of waterways Board and Fisheries Commission.
- 6) Meet with existing user groups within the N8, N10 & N12 approved shellfish growing areas.
- 7) After meeting with existing user groups, recalculate on 0-4 scales (with 4 being the greatest degree) estimate the degree of possible conflicting use within those approved shellfish growing areas and select a potential location.
- 8) Have the Massachusetts Division of Marine Fisheries (DMF) conduct a shellfish survey of the potential location for the CBAD area.
- 9) Meet with Governmental Agencies (NOAA, NMFS, DMF, CZM, etc.) to determine species, gear types, permitting process, impacts from storms, etc.
- 10) After meeting with Governmental Agencies, meet with existing user groups to discuss species, gear types, permitting process, impacts from storms, etc.

The Pilot Program can proceed simultaneously with pursuance of the ADA, as it does not require the bottom survey by MA DMF if done under the auspices of a research organization such as the co-PI on this grant, the Salem State University Northeast Aquaculture Center. The shellfish will

be grown in lobster pots, as opposed to suspended in the water column, thereby merging seamlessly with the existing lobster fishery.

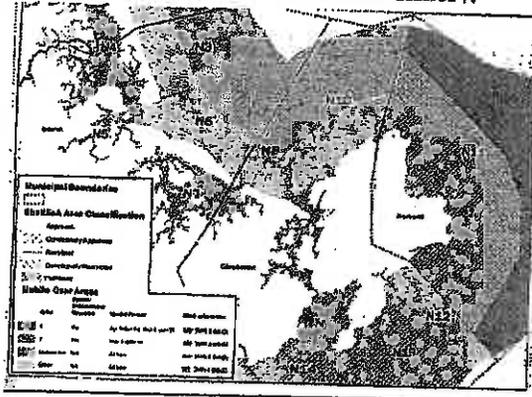


Figure 2. Map of Cape Ann indicating coastal waters approved for shellfish aquaculture (areas N8, N10 and N12)

Aquaculture has long been recognized as a venue to capitalize upon the skills and aptitudes of commercial fishers. Commercial fisheries possess skills requisite to success in aquaculture such as the ability to locate and capture fish, competence with harvest equipment and handling procedures, experience with electronics and navigation, operation and maintenance of machinery, as well as personnel and financial management. This proposal removes the high costs associated with site survey and preparation, and the uncertainties of community acceptance and market demand, so that individual fishers can realistically evaluate and take hold of opportunities in subtidal shellfish aquaculture.

Our proposal aims to access and utilize existing linkages, expertise and momentum to implement CBAD. Specific tasks of the project are:

1. Provide a 12 week training course in shellfish aquaculture. The course will be located at Maritime Gloucester, a nonprofit active supporter of both maritime heritage and current and future fisheries, located on the waterfront. The course will be taught by Dr. Buttner, and will be monitored by Steve Parkes, a Maritime Gloucester employee, former founder of Pigeon Cove Whole Foods, and seafood dealer for Whole Foods. Classroom coursework will be open to all fishers, but some classwork done at sea will only be for four fishers and two alternates.
2. Supply four fishers (preference given to displaced groundfishers) with seed stock for surf clams and sea scallops and necessary equipment.
3. Hold seasonal project management meetings with all participants and with Dr. Buttner, and Mr. Parkes to completion of program in second year. Purchase sorting and cleaning table at close of second year if volumes justify.
4. Work with participants in the training program so they can qualify for the recently developed Massachusetts Seal of Quality.
5. Disseminate the process so that it will be broadly applicable and transferrable to other coastal communities.
6. Pursue Aquaculture Development Area. Identify potential areas with meetings with lobstermen and other existing user groups. Obtain support of existing users and of the City of Gloucester Fisheries Commission and City of Gloucester Shellfish Commission.

7. City of Gloucester requests site survey from MA DMF for municipal aquaculture area in state waters.
8. Establish City ordinance to govern shellfish growing permits in ADA.

2) Project impacts:

The impact of CBAD can be profound. The project will create a community aquaculture development area, which can serve as a model and stimulus for other fishing communities to allow new uses by designing their introduction from within the existing user community. The project will develop a new product – the butter clam (a surf clam harvested at a much smaller size that allowable in the wild, and therefore more tender and of higher market value) – opening an entirely new shellfish market. Irrespective of the first two achievements, the project will create a template by which the community can consider realistic and potentially profitable aquaculture from within the safety of control by established industry. And, irrespective of the first two achievements as well, the project puts displaced fishers to work in this endeavor, protecting the viability of the existing fishing community at a time when groundfish stocks are a declared disaster. The project provides a bridge for the community, protecting the value of the fishery infrastructure while exploring potential new markets and approaches.

Specifically, we foresee five major benefits or impacts realized from our proposed project:

Economic – Employment opportunities for displaced fishers that acknowledge their aptitudes, use their skills, and build upon Gloucester's fishing tradition will be enhanced. Jobs will be created and income generated as trained fishers pursue aquaculture to complement and potentially substitute for revenues lost due to commercial harvest restrictions. Success of initial participants will motivate other fishers to become involved, greatly magnifying the economic impact. While the CBAD initiative will be developed and implemented in Gloucester, it is intentionally designed to be globally transferrable, increasing the economic impact regionally and, potentially, nationally.

Permitting – Since April 2013 the Gloucester Aquaculture Interest Group has explored with the Massachusetts Division of Marine Fisheries, locations for commercial culture of bivalve mollusks in subtidal waters. Several suitable locations have been identified in zones N8, N10 and N12 (Figure 2). A 10-step process to secure a block permit for aquaculture by the City of Gloucester has been developed (Table 1). CBAD will proceed initially with an experimental permit issued to Salem State University. Concurrently the Gloucester Aquaculture Interest Group will work with the Massachusetts Division of Marine Fisheries to obtain permits requisite for commercial aquaculture. The goal is to establish a preapproved area for aquaculture so prospective culturists can navigate an expedited lease process. The proposed project will move the legal and regulatory discussion forward.

Cultural – The project is built upon collaboration between industry, scientists, and regulators. People from the City of Gloucester, state regulators, aquaculture scientists, and fishers have pooled their talents and interests as the Gloucester Aquaculture Interest Group. Assembling and, hopefully, conducting the SK project will afford Interest Group participants the opportunity to move from talking to doing. The process of assembling this proposal and hopeful SK funding

will expand those linkages and establish CBAD as envisioned here. SK funding will further unite the community as success of the project will motivate others to become involved as aquaculture participants.

New approach – CBAD as envisioned and presented here is not totally new. Inspiration comes from the successful *Cod Academy* setup in Maine for displaced fishers (e.g., Hendrix, M. 2010; Associated Press 2011). Block permitting for shellfish aquaculture has also been pursued such as by the towns of Truro and Provincetown, MA (Sustainable Agriculture Research and Education 2013). Investigators at the University of New Hampshire established that blue mussel (*Mytilus edulis*) culture off the Isle of Shoals is economically viable, but efforts to commercialize the approach stumbled (Langan and Horton, 2003; Hoagland et al. 2003). Our approach, which involves commercial fishers from inception to development of an aquaculture industry targeting shellfish vs. finfish provides assistance before, during and after the SK project, is somewhat novel. We build upon past open-ocean bivalve culture efforts, using their successes and limitations to formulate our approach. New and relatable skills and knowledge will be acquired. We are not requesting monies to setup a project, but rather support so the transition to commercial production can be expedited.

Broad applicability – Gloucester is just one of many coastal communities that have suffered as fishing regulations have become increasingly restrictive. Job loss, reduced employment options, restricted harvests and a compromised fishing tradition are shared consequences. While developing CBAD we envisioned Gloucester as the flagship port taking the lead in development of an approach to transition displaced commercial fishers into shellfish aquaculturists. As such, our initiative is designed to serve as a template, easily and broadly transferrable. Indeed, a conscious effort to facilitate access to and dissemination of our template is part of the post-project component as workshops will be offered, fact sheets authored and you tube videos developed and made available.

We are cognizant and appreciative that the taxpayer is paying for all SK grants and they deserve to be informed and benefitted by the projects. Outreach will inform the public of the effort, and the resultant implementation of aquaculture by displaced fishers will benefit the public by providing a dependable supply of safe, nutritious and hopefully affordable seafood.

3) Evaluation of Project:

The project will be monitored and evaluated at the completion of each of four phases within the 2 year project period.

Phase 1: Training in aquaculture for displaced fishers. Training will be subcontracted to Dr. Buttner and staff from SSU. It will take place at Maritime Gloucester, one of the partners in the project. Maritime Gloucester will track attendance at the 12 training sessions. At the completion of the program, Maritime Gloucester personnel will ask each fisher who attended training to fill out an evaluation sheet regarding the effectiveness of the training. If a fisher drops out during the course of training, Maritime Gloucester will reach out to him or her for completion of an evaluation sheet. The program will be evaluated by the level of attendance over the 12 week course, the rating of the training by participants, and the number of fishers who complete the

course and receive the certificate. Maritime Gloucester will complete an evaluation report at the end of Phase 1 and submit it to the lead PI.

Phase 2: 1st summer growing season. Personnel from SSU will receive from each grower a monthly progress report along with requests for additional equipment as the cultured bivalves grow. At the close of the first summer growing season, growers will submit their plan for over-wintering of their stock. SSU will review and synthesize feedback from participants. A project evaluation report on phase 2, the summer growing season, will be developed and submitted to the lead PI at the close of phase 2.

Phase 3: Over-wintering. All growers will submit a progress report to SSU at the completion of over-wintering their stock that describes the process and its efficacy. SSU personnel will visit and assist growers with over-wintering efforts. SSU personnel will develop and submit a report on the challenges and successes of the overwintering program to the lead PI.

Phase 4: 2nd summer growing season. Fishers will be asked to submit their plan for the second growing season and be assisted with marketing as the bivalves attain harvest size or as the project terms on 30 June 2016. Fishers will submit a final project evaluation report to SSU that documents survival, growth, time invested, costs incurred and revenue received (if any). SSU personnel will develop and submit a final report to the lead PI. The report will include monitoring data and final evaluation, bivalve growth and survival, insight gained by participants, and prospects for future investment on the part of the trained shellfish growers.

Ultimately, success will be determined largely by assessing what happens after our training program funded by SK has been completed. If a new industry based upon sustainable aquaculture of bivalve mollusks in subtidal waters off Cape Ann develops, we are successful. If day fishers and others embrace the initiative, remain on the water and purchase new pickups, we are successful. If the program becomes self-perpetuating and self-sustaining by attracting new participants, success will be indicated. If our approach and the template we generate survive peer review and are applied by other communities, we have been successful. We believe that establishment of a sustainable aquaculture industry by Gloucester fishers constitutes the best and only truly relevant assessment.

4) Need for Government Financial Assistance:

CBAD addresses real and expensive barriers to entry into subtidal shellfish aquaculture. These barriers include an expensive permitting burden, uncertain community acceptance, unknown conflicts and resolution with existing users, and experimental markets for subtidal-grown product. Government assistance is necessary to reduce these barriers before private market forces can operate.

A team has been assembled, a project identified and location is being approved. Support from Saltonstall and Kennedy provides the resources to fund training, secure supplies, conduct a trial with four fishers over two seasons, and disseminate broadly the template.

Shellfish aquaculture is being viewed cautiously by both in-shore and off-shore fishers as a possible complement to commercial fishing. Commercial fishers are increasingly receptive to alternate vocations that keep them on the water at this time of disaster in the groundfishery. Government financial assistance provides support for the existing fishery, while providing a potential avenue to new fishery markets. This is the time to fund this project.

5) Federal, State and Local Government and Activities:

General situation:

The impetus for this project recognizes that employment of Gloucester's increasingly idled fleet in a related activity is imperative not only to those presently engaged in the various fisheries but to Gloucester's very identity and economic survival. Many other coastal communities in New England and elsewhere are experiencing similar challenges.

The Northeast Multispecies Fishery, otherwise known as the groundfish fishery, encompasses fifteen groundfish species and twenty stocks that inhabit the waters from Maine to New Jersey (NOAA Fisheries Service: Sustainable Fisheries Division, multiple dates). Less than two years ago, federal scientists projected the future of the Northeast groundfish fishery to be bright (N. Brancalone, Northeast Seafood Coalition, personal communication). Science indicated key groundfish stocks would be fully rebuilt and achieving maximum sustainable yield by 2014. This success was to be the result of all the years the fishery has been operating within strict catch limits set forth by what was said to be "precautionary management." Many fishers and shore-side businesses in Gloucester and other groundfish dependent ports in the Northeast region trusted those projections and did their part to prepare to deliver the much needed protein to global seafood consumers.

Fishers have consistently complied with science and management measures, but several critical Georges Bank and Gulf of Maine stocks that are the core economic engine of this fishery and our communities are not rebuilding as expected, according to scientific data (NOAA Fisheries Service: Sustainable Fisheries Division, multiple dates). As a result, annual catch limits (ACLs) have been dramatically reduced for many key stocks including Gulf of Maine cod by -78%, Georges Bank cod west by -63%, Georges Bank cod east by -41%, Gulf of Maine haddock by -57%, Georges Bank haddock by -19%, Georges Bank yellowtail flounder by -27%, Southern New England/Mid-Atlantic yellowtail flounder by -25%, Cape Cod/Gulf of Maine yellowtail flounder by -54%, American plaice by -57% and witch flounder by -58% (N. Brancalone, Northeast Seafood Coalition, personal communication).

In September 2012, the U.S. Department of Commerce declared a "commercial fishery failure" for the Northeast Multispecies Fishery pursuant to the Magnuson-Stevens Act (MSA) and the Interjurisdictional Fisheries Act. Today, with such draconian reductions in catch limits and lacking mitigation measures for industry, many groundfish fishers are facing severe economic hardship. Many fishers are not only facing the loss of their profession and the source of their income, they are also facing the loss of their homes which have been mortgaged to support their businesses.

In Gloucester, members of the groundfish fishery predominantly operate within two active fishing cooperatives known as Northeast Fishery Sector II (Gloucester's mobile gear sector) and Northeast Fishery Sector III (Gloucester's fixed-gear sector). These sectors comprise approximately 161 Federal limited access Northeast Multispecies permits, which are operated on vessels ranging in size from 30 feet to 90+ feet, and utilize all groundfish gear types including bottom trawl, demersal longline, and sink gillnet (N. Brancione, Northeast Seafood Coalition, personal communication). According to data supplied by the sectors, Northeast Fisher Sector II has experienced approximately a 50% decline in the number of groundfish trips taken from May 1 through September 7 in Fishing Year 2013 versus the same time period from Fishing Year 2012 also Northeast Fishery Sector II has experienced at 47% decline in groundfish landings. Similarly, Northeast Fishery Sector III has experienced a 54% decline in the number of groundfish trips taken and a 50% decline in groundfish landings from May 1 through September 7 (N. Brancione, Northeast Seafood Coalition, personal communication). According to the sector managers, several vessels have taken significantly less trips this fishing year, but have already caught the vast majority—if not all—their harvest share (member's quota).

Barriers and solutions:

The CBAD project will 1) lower identified barriers to entry into the field of commercial shellfish aquaculture, 2) introduce prospective aquaculturists to shellfish aquaculture, 3) promote sustainable opportunities at inshore sites to commercial fishers seeking to more fully utilize their vessels as platforms during a period of reductions in quota, and 4) facilitate the permitting process through pre-permitted municipally-owned CBAAAs.

There are multiple barriers to establishing a viable modest scale shellfish aquaculture business:

- regulatory complexity and duration,
- initial capital costs, new gear, and availability of seed stock,
- potential market return, and
- compatibility of use with existing established fisheries.

In combination, these obstacles make entry into the field difficult, if not impossible, as evidenced by the paucity of subtidal commercial ventures in Commonwealth waters.

CBAD provides ways to surmount these obstacles, which are more achievable by a city-led interdisciplinary group (as represented by the 2013 city-led aquaculture interest group meetings) than by an individual aquaculturist.

Regulatory: Perhaps the most important component of any aquaculture operation is site selection and the associated efforts and undertakings required to secure approvals with site surveys, public hearings, legal and regulatory oversight. Aspects of this process may include extended reviews for consistency with Coastal Zone Management policies, navigational issues subject to the Army Corps of Engineers, the state's Division of Marine Fisheries (DMF) in areas of managed species and benthics. There are a host of other agencies and quasi-agencies ranging from regional Fisheries Management Councils and the Environmental Protection (EPA). In addition to those above it should be noted that there are many other related activities subject to state and federal oversight having to do with vessel operation, food handling and transport.

Although each oversight activity has its important function, in their totality they become insurmountable to the prospective aquaculturist. An individual applicant faces numerous uncertainties, as well as great expense of time and capital associated with site selection and site preparation.

With careful design, CBAD will avoid most if not all federal involvement. Rapport and dialogue have been maintained with DMF and the Local government supports the project. It is anticipated that a Community Based Aquaculture Area in Gloucester would involve approvals from the Conservation Commission, City Council approval through the Shellfish Advisory Commission, Division of Marine Fisheries (DMF) approval and Federal consistency review. Given that the design of the cages will approximate the size of lobster pots, Army Corps of Engineers approval should not be applicable.

Legal and regulatory issues will be addressed by Gloucester's Shellfish Constable working in conjunction with state regulators and in consultation with Attorney Ken Riaf, a Gloucester resident (SeaStead Sea Scallop and Sustainable Harvesting). Attorney Riaf was legal counsel to the project which was the first federally permitted Open Ocean aquaculture facility in Federal Waters of the EEZ. The site, on 8,000 square acres, off Martha's Vineyard and has familiarity with these issues.

This project is an effort by the City of Gloucester on behalf of all its citizens to create a Municipal Aquaculture Development site that is essentially a pre-permitted area in Ipswich Bay for approved activities, in approved waters, for approved species. In its Aquaculture Interest Group meetings, the city has mapped out ways to navigate through the regulatory maze. The ADA seems reasonable and achievable within the 2 year timeframe of the grant.

New gear and seed stock: The grant will provide initial capital costs for fishers in the pilot program. The training will help fishers understand what is needed. Participants will have successfully completed a course of study designed to equip potential applicants with a working knowledge of how cultivated organisms are raised to market, gear handling, markets etc. As partners in the CBAD, both Maritime Gloucester and SSU provide sites for gear modifications or enhancement of seed stock supplies were this to become necessary. This committed support, and that from the fellow fishers in the program, will be key to successfully introducing a new fishery.

Potential market return: The two year pilot will provide commercial fishers with reliable sources of information as to market viability of the product. Existing fishers will be best evaluators of the return on investment. The pilot reduces uncertainty that inhibits investment.

Compatibility with established fisheries: Developing the location for the municipal ADA from within established fisheries ensures that a site will be chosen that has the best potential for compatibility. Existing users have opportunity to guide the choice of a location, suitable gear (hence this proposal's choice of trap trawls - consistent with the existing lobster fishery,) and exclusivity (or not) of the area.

Once the ADA is established, the program will have the added effect of containing aquaculture lease sites in a defined area and thereby limit widely dispersed siting which increases the likelihood of user conflicts.

6) Project Work Plan

A two year project is envisioned, starting 1 July 2014 and ending 30 June 2016. This time frame maximizes the impact of the SK award as it captures start of the growing season, maximizes summer grow out time, and facilitates harvest during summer, the time of peak demand/price. The actual initiative involves three phases: pre project, which has been initiated and is on-going; the actual project, implementation of the training and two year pilot made possible through SK fund; and post project, which will continue after the SK funded project has termed with the goal of transforming the project into a self-sustaining and globally applicable training program.

Timeline

Pre project (1 April 2013 through 30 June 2014)

- Gloucester Aquaculture Interest Group formed
- Identify block permitted site and secure permits
- Inform and involve commercial fishers in the project
- Identify approved hatchery and place order for stock-size surf clams and sea scallops

Project

Year 1 (1 July 2014 through 30 June 2015)

- Conduct training program – both in class and on vessel
- Select fisher participants and alternates
- Supply gear for initial growing season to fishers
- Stock bivalves and monitor bivalves

Year 2 (1 July 2015 through 30 June 2016):

- Secure Massachusetts Sea of Quality
- Continue to monitor bivalves
- Harvest bivalves
- Present findings before Gloucester Fisheries Commission

Post Project (1 July 2016 through 30 June 2017)

- Develop and submit final report to Saltonstall/Kennedy program
- Develop a "how to" fact sheet(s) for broad distribution
- Globalize approach through presentations (Northeast Aquaculture Conference and Exposition; Milford Shellfish Seminar)
- Develop and install on *You Tube* videos that visually document important activities as a

complement to the fact sheet(s)
Host two workshops for interested individuals from outside Gloucester; one for community leaders and the second for commercial fishers
Initiate self-sustaining through training program with costs covered by participants

Selection of Growers

In spring 2014, before the grant and project initiates, four displaced, in-shore day fishers will be identified and selected cooperatively with the Gloucester Fisheries Commission and Massachusetts Division of Marine Fisheries. An informational session will be held as part of a Gloucester Fisheries Commission meeting to inform, motivate and attract fishers. Interested fishers will be interviewed and those judged (1) to possess the greatest level of motivation, (2) to represent the spectrum of the in-shore commercial fleet, and (3) to exhibit a willingness to work cooperatively will be invited to participate.

Culture Site

The City of Gloucester has identified several locations for a 100 acre site in its controlled waters that are approved by the Massachusetts Division of Marine Fisheries for shellfish harvest (Figure 2). Local fishers have been accessed to assess their use of these waters and the potential for conflicts are minimal (Gloucester Fisheries Commission, accompanying letter). Conflicts from other users (e.g., recreational boaters, commercial shipping, divers, and recreational fishers) will be mitigated and rapport nurtured by meetings held with user groups to address their concerns. An experimental permit to conduct the training program at the identified site will be secured by Salem State University, as experimental permits can be processed and approved more quickly than commercial permits. Data collected and dialogue realized from the two year use of the 100 acre site will facilitate its transformation from an experimental to commercial site.

Species selection

Both sea scallops (*Placopecten magellanicus*) and surf clams (*Spisula solidissima*) are harvested commercially from coastal waters of Massachusetts; both command premium prices (Lowler 2012). In 2010, 275 million pounds of sea scallop meat was harvested and marketed for \$331 million, while 45.9 million lbs of surf clams were harvested and marketed for \$6.8 million (Massachusetts Department of Fish and Game 2011). Both bivalve species have been cultured successfully, though the protocols are not standardized (Maine Sea Grant, undated; Leavitt undated).

Seed Source

Surf clam and sea scallop seed will be obtained from an approved source (e.g., Flimlin, 2013). Personnel at the Massachusetts Division of Marine Fisheries will be consulted to ensure all necessary inspections and permits are obtained before either species is imported or stocked.

Training Program

An integral component of CBAD is the training program. The program will include classroom, laboratory and field components (Table 2). The program will meet 2 to 4 hours weekly for 12 weeks. Participants that successfully complete the training program will receive a *Certificate of Accomplishment*, issued by the City of Gloucester. The *Certificate* will allow participants to apply for a lease in an area pre-permitted by the City of Gloucester and Massachusetts Division of Marine Fisheries for shellfish aquaculture.

Table 2. Program to train commercial fisheries how to culture bivalve mollusks.

Date	Discussion Topics	Lab/Field Activities
1 Jul 2013	Shellfish Biology	Bivalve anatomy
8 Jul 2013	Shellfish Growout Systems I	Bivalve measurement and volumetric enumeration
15 Jul 2013	Shellfish Growout Systems II	Transport and stocking bivalves
22 Jul 2013	Shellfish Nursery Systems I	Tour of Cat Cove Marine Laboratory
29 Jul 2013	Shellfish Nursery Systems II	Monitoring and management of bivalves
5 Aug 2013	Site Selection, Permitting and Regulations	Tour intertidal aquaculture in Ipswich/Rowley
12 Aug 2013	Risks to Growing Shellfish I – Predators	Monitoring and management of bivalves
19 Aug 2013	Risks to Growing Shellfish II – Diseases	Preparation of specimens for disease diagnosis
26 Aug 2013	Shellfish Business Management	Monitoring and management of bivalves
2 Sept 2013	Shellfish Hatchery Techniques I	Record keeping and data analysis
9 Sept 2013	Shellfish Hatchery Techniques II	Monitoring and management of bivalves
16 Sept 2013	Shellfish Harvest, HACCP and Marketing	Preparation of HACCP plan

Equipment

Gear choices are dictated by species requirements, site selection and placement either in suspended arrays or affixed to the sea floor. Much like the gear in used in the lobster fishery, the necessary equipment will include off-the-shelf, ready-made cages, ADPI or HDP bags (a durable tight mesh bag with grow-out capacity – expandable), trays, Pot Wop (black nylon line favored in the lobster fishery for durability and low cost) and or poly float rope, buoys and sorters. Using off the shelf equipment will reduce costs and expedite purchases. Culture units will mimic a hybridized lobster trap and oyster tray. Units will be 2 x 3 ft, with six trays. Cost per unit with six trays is estimated at \$186.

Stocking and Monitoring of Bivalve Mollusks

Each participant in the training program will receive 30 culture units and sufficient number of clams and scallops to stock each unit. Each ~6 ft² culture unit will contain six trays for a total culture area of 36 ft² per unit. Total culture area for 30 such culture units will be 1080 ft². Harvest density is assumed to be 20 clams or 10 scallops per ft². Half of the culture units will be used to grow scallops and half will grow surf clams. Anticipated harvest for sea scallops and surf clams would be 5,400 and 10,800, respectively. Estimated value of sea scallops is \$3,712 (16 scallops per lb, 5,400 scallops, \$1 1/lb; Maine Sea Grant, undated).

Estimated value of surf clams is difficult to determine as existing markets target a chowder product and we propose to produce a smaller clam, the *butter clam* that would compete with quahogs (*Mercenaria mercenaria*) or be exported to the orient which appreciates its flavor and color (Leavitt undated). As such, we anticipate a cash value of \$0.20 per clam with an estimated cash value at harvest of \$2,160.

Massachusetts Seal of Quality

In 2011, the Massachusetts Department of Agricultural Resources established guidelines so aquaculture produced shellfish could qualify for the *Massachusetts Seal of Quality* (Botelho et al. 2011). The goal of this program is to promote sustainable aquaculture, thereby producing a premium product. It is proposed that displaced fishers that participate in this project follow guidelines and acquire the *Massachusetts Seal of Quality* as a means to proactively establish themselves as sustainable, socially and environmentally conscious, and thereby position themselves as producers of a premium product. Assistance will be provided to develop and implement qualifying production techniques.

Award Leases

The City of Gloucester has initiated block permitting of 100 acres of subtidal waters approved for shellfish production by the Massachusetts Division of Marine Fisheries (Table 1; Figure 2). Participants in the training program will obtain their field training on the site, through an experimental permit to Salem State University. After the training program has generated its first harvest, it is anticipated that the site will be block permitted for aquaculture. Each participant upon receipt of their lease will be granted a 4 acre lease.

Globalization

To globalize and transform CBAD into a self-sustaining, broadly applicable, initiative, a comprehensive *Data Information Sharing Plan* will be implemented. Findings will be widely distributed, and NOAA's support will be acknowledged and publicized.

New England and the Northeast are blessed with several high caliber, regional aquaculture meetings. The Milford Shellfish Seminar has been an annual experience that attracts growers, academics, regulators, and students for over three decades. The Northeast Aquaculture Conference and Exposition was established over a decade ago to complement the Milford Shellfish Seminar by including finfish culture, freshwater culture and an exposition of industries that support growers. Both are extremely well attended and provide excellent forums to disseminate information.

Workshops are a traditional venue employed by extension to transform information in a timely and accurate manner. Two workshops will be offered: one for City officials and regulators; the second for aspiring growers and the general public. Interests and needs of these two audiences differ. Workshops will be tilted and focused toward the target audiences. Workshops will be supported by funds from sources other than the SK grant and are considered as a match.

Extension, aquaculture, and educators have been slow to embrace electronic information options. We propose to access a SSU student to video tape varied aspects of our training program and transform them into 2-10 minutes you tube videos that can be readily accessed by people globally.

Perhaps most importantly, the training program will be made available to other fishers, both from Gloucester and other communities. Once the program has been established, it can be offered and costs covered by participants.

7) Project Management

Bivalve aquaculture has long been pursued throughout New England (e.g., Cape Cod Cooperative Extension 2004). In Massachusetts over three dozen communities, including Gloucester, have been assisted by the NEMAC with implementation of softshell clam culture (*Mya arenaria*) (Figure 3). In the process culture protocols have been standardized and published (Buttner et al., 2010; Weston and Buttner 2010; Weston et al. 2010), so what was learned and validated locally is now readily accessible to all. Concurrently, considerable experience working with interested/motivated individuals has been acquired. During the same period, initiatives to involve displaced fisheries in finfish aquaculture have been pursued in Maine and New Hampshire, with varying results.

To design this project, we have assembled a team of experts that have interacted collaboratively for over a decade and have been working together formally since April as the Gloucester Aquaculture Interest Group. The Interest Group includes representatives from:

- Commercial fishers
- The City of Gloucester: the Community Development Department Harbor Planning Office, the Shellfish Commission, the Fisheries Commission and the Waterways Board
- Northeastern Massachusetts Aquaculture Center, Salem State University
- Maritime Gloucester
- Division of Marine Fisheries
- NOAA's Aquaculture unit.
- An attorney with expertise in aquaculture

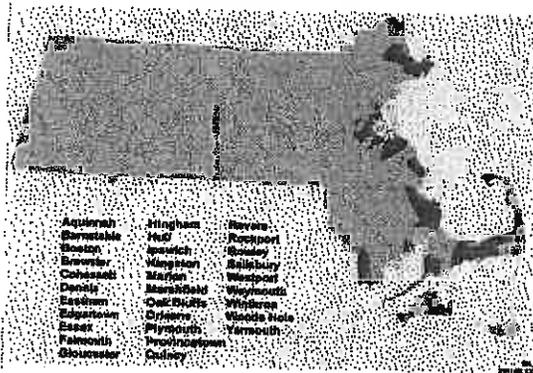


Figure 3. Salem State University's Northeastern Massachusetts Aquaculture Center has provided technical assistance to over three dozen Massachusetts towns to facilitate their pursuit of softshell clam culture. Skills learned from these experiences will prove invaluable in training displaced fisheries to grow surf clams and/or sea scallops.

As a community developed, community supported and community implemented initiative we propose to build upon momentum and receptivity in Gloucester by emulating the successes of programs elsewhere and mitigating their shortcomings. As described earlier, our objective is to work with displaced day fishers, providing training and support for growing shellfish subtidally in state waters of Massachusetts. The goal is to develop a template that is self-sustaining and usable by other coastal communities in New England and beyond.

Principal members of the team for this project will include:

Principal Investigator: Sarah Garcia, ACIP, Harbor Planning Director, City of Gloucester, will provide overall coordination and oversight and will be responsible for reporting requirements.

Co-Principal Investigator: Dr. Joseph K. Buttner, Professor and Director, Northeastern Massachusetts Aquaculture Center, Salem State University will provide instruction and training, bivalves, supplies, and a link with academic research community

Co-Principal Investigator: Thomas Balf, Executive Director, Maritime Gloucester, will provide the base of operation, meeting space, marketing and processing of course evaluations

Legal representation: Attorney Kenneth Riaf will provide legal and regulatory consultation

Shellfish Constable: David Sargent, City of Gloucester, will be a liaison between fishers and the project and facilitate permitting and linking with regulators.

Please see *Supporting Documentation* for resumes, letters of agreement, and background information on the three applicant organizations.

8) Participation by Persons or Groups other than the Applicant.

The degree of interest in this project is reflected by the number and variety of people who have attended meetings and provided invaluable support, guidance and expertise in developing this proposal. As mentioned previously, these include representatives from the City of Gloucester's Shellfish Commission, Fisheries Commissions and Waterways Board; the Division of Marine Fisheries, NOAA - Aquaculture; MA Department of Agricultural Resources, Coastal Zone Management and, most importantly, representatives from the fishing community itself, Gloucester's fishers and lobstermen. This project is also strongly supported by State and Federal legislators who have jurisdiction in the area. Finally, the public will be widely engaged, particularly given Maritime Gloucester's core outreach and education mission.

Letters of Support are included as *Supporting Documentation*

9) Outreach and Education

Inherently, the proposed project is an outreach and education initiative. As summarized in the *Project Work Plan*, meetings, publications, workshops, and you tube videos will be employed to globalize findings. Other venues could include the Coastal Zone Management newsletter and *Globe North*. Additionally, important industry and extension venues such as the *East Coast Shellfish Growers Association*, *Northeastern Regional Aquaculture Center*, *West Coast Shellfish Growers Association*, *Lobster Fishers Association*, *Global Aquaculture Advocate*, *World Aquaculture Association*, and local media (e.g., television, newspapers, radio) will be kept informed.

The City of Gloucester - <http://www.gloucester-ma.gov/> is America's oldest seaport and is known worldwide. There is already a vast marketing network established, and it is based heavily upon its fisheries. Gloucester has a current and well-developed Harbor Plan - <http://www.gloucester-ma.gov/index.aspx?NID=707> and frequently there are public meetings held for citizen's input. It also has a newly established Harbor Walk <http://www.gloucester-ma.gov/index.aspx?NID=588> that offers an engaging experience for visitors and residents alike..

It should be noted that Maritime Gloucester - <http://www.maritimegloucester.org/>- is a partner on this proposed project. Maritime Gloucester has developed a very extensive marketing and outreach component in its organization and is ideally suited to showcasing this project. Its mission is to inspire students and visitors to value marine science, maritime heritage and environmental stewardship. Annually, Maritime Gloucester reaches thousands of school children and adults. Its operations include educational programs, a visitor center and commercial waterfront activities. In 2012 there was a 57% increase in the organization's membership.

The Northeastern Massachusetts Aquaculture Center (NEMAC) at Salem State University - <http://www.salemstate.edu/academics/schools/1028.php> - has an extensive network of contacts within the field of aquaculture, primary and secondary education, and an active outreach

program that includes fishers, agency people and elected officials. Links to extension counterparts throughout the Northeast and across the nation are strong. NEMAC is positioned to disseminate the findings of this project easily and widely.

Broadly speaking, the following "communities" are involved and/or impacted by outreach and education efforts for this project.

- The City Maritime innovation economy. If funded, this project will be featured at the City of Gloucester's Annual Maritime Summit meeting where a great mix of Gloucester's and Massachusetts' experts come together. Big-picture topics such as climate change and the new trends seen by marine science researchers and fishers in the oceans are an important aspect of this conference, but this conference also generates practical ideas for dealing with Gloucester's waterfront today. NOAA's diversified fisheries will be highlighted at the next Maritime Summit meeting.
- NOAA's Aquaculture unit and The Division of Marine Fisheries have been involved in the project planning process since its inception. A representative has attended the meetings of the City's Aquaculture interest group, and DMF will be providing an Aquacultural Development Area survey. Regional Fisheries Councils, in addition to local commissions and boards will be kept apprised of the project's progress going forward.
- Commercial fishers have been involved from inception of the CBAD. Discussions of the concept were started with the Fisheries Commission and an initial willingness to participate in studying and identifying sites for a potential municipal zone was found.
- The aquaculture community is represented by Salem State University, a partner on this grant application, and information is and will be disseminated to that community through the university's Northeastern Massachusetts Aquaculture Center.
- Fishing related businesses, especially suppliers and distributors, will be kept informed on a regular basis of events and developments impacting the growing, harvesting and marketing of the shellfish grown. Particular attention will be given to building relationships and effective communications with those who will potentially be marketing the product.

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BUDGET & FINANCE COMMITTEE – NOVEMBER 7, 2013

**A COMPLETE APPLICATION FOR THE
COMMUNITY-BASED AQUACULTURE DEVELOPMENT
GRANT APPLICATION
IS ON FILE IN THE OFFICE OF THE CITY CLERK**

**Summary of Community Preservation Committee Recommendations
For Round 4, FY2013 Funding**

Project #	APPLICANT	PROJECT TITLE	CPA CATEGORY	RECOMMENDED AMOUNT
1	Magnolia Library & Community Center	Magnolia Library & Community Center Renovation	Historic Resource	\$7,500
2	Sargent -Murray-Gilman-Hough House Association	Saving the Foundation, Repairing the Structure	Historic Resource	\$20,000
3	Cape Ann Museum and Thacher Island Association	Restoration and preservation of Thacher Island Fresnel Lens	Historic Resource	\$10,000
4	Phyllis A. Marine Association	Stern rebuild of the vessel Phyllis A.	Historic Resource	\$25,000
5	Rocky Neck Art Colony, Inc.	Rehabilitation and restoration of former Christian Science Church, 6 Wonson Street	Historic Resource	\$50,000
6	City Hall Restoration Committee	City Hall Restoration - Repairs/Restoration of Auditorium Windows	Historic Resource	\$36,000
7	Ocean Alliance	Tarr and Wonson Paint Manufactory -- repair chimney & supporting building	Historic Resource	\$30,000
8	Magnolia Historical Society, Inc	Rehabilitation and restoration of the Blynman Schoolhouse to enable use as the Magnolia Historical Museum and Cultural Center	Historic Resource	\$30,000
9	Gloucester Committee for the Arts	City Hall WPA Mural restoration Project- Phase II	Historic Resource	\$35,000
10	Cape Ann Women's Softball League	Mattos Field Rehabilitation Project	Recreational Land	\$10,075
11	City of Gloucester Public Works	Gloucester Skate Park Rehabilitation	Recreational Land	\$25,000
12	George H. Roark and Susannah Wolfe (Friends of Stage Fort Park)	Stage Fort Park - A Walking Path	Recreational Land	\$4,000
13	Gloucester Waterways Board/Harbormaster	Hodgkins Cove Public Landing	Recreational Land	\$8,000
14	Gloucester Waterways Board/Harbormaster	Head of Lobster Cove Public Landing	Recreational Land	\$5,000
15	Magnolia Bike Club	Magnolia Bike Park - Bicycle Track	Recreational Land	\$5,000
16	Friends of Gloucester Dog Park	Gloucester Dog Park	Recreational Land	\$15,000
17	Essex County Greenbelt Association	Norcross Property Acquisition	Open Space	\$100,000
	TOTAL RECOMMENDED			\$415,575

City of Gloucester

City of Gloucester
9 Dale Avenue
Gloucester, MA 01930

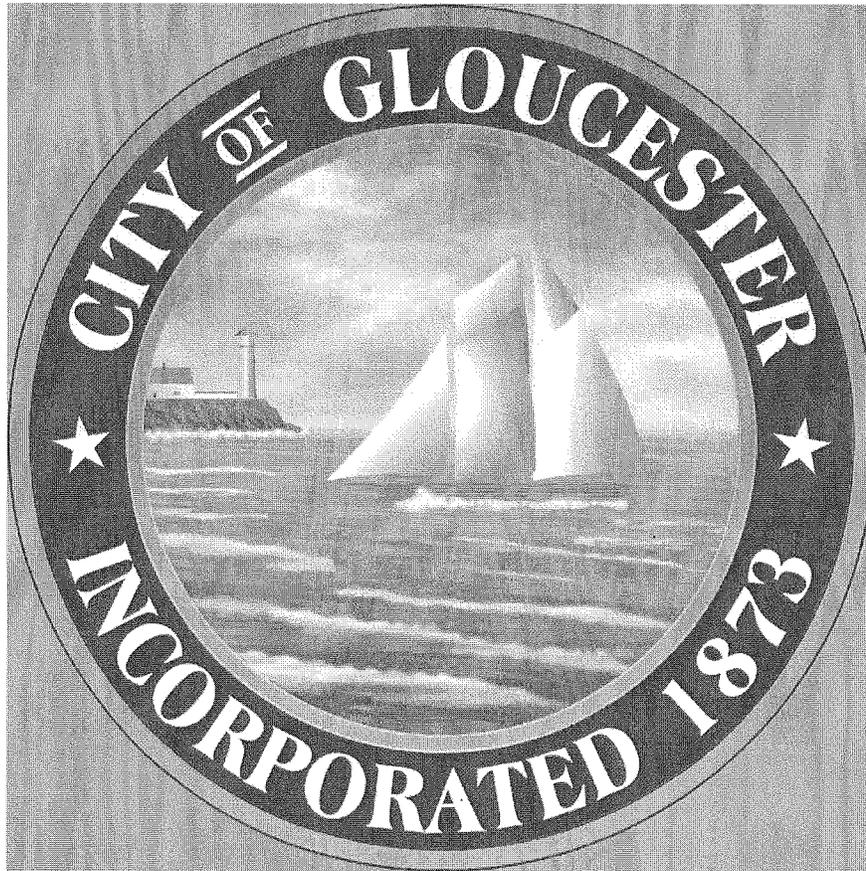
Phone: 978-281-9715
FAX: 978-281-8472
email: npapows@gloucester-ma.gov

Memorandum

To: Mayor Carolyn Kirk
From: Nancy A. Papows, Principal Assessor NP
cc: file
Date: Wednesday, September 25, 2013
Subject: Tax Classification

Please be advised that the Mayor's Report should include a request that Tax Classification be included for consideration on the City Council Agenda of October 8, 2013. The City Council should refer this item to the B&F Committee. Thank you.

Capital Improvement Plan 2013-2017



City of Gloucester
Massachusetts
Mayor Carolyn A. Kirk

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Capital Investment Program

“Capital planning and budgeting is central to economic development, transportation, communication, delivery of other essential services, and environmental management and quality of life. Much of what is accomplished by local governments depends on a sound long-term investment in infrastructure and equipment.”

- ICMA's *Capital Budgeting: A Guide for Local Governments*

Capital Improvement Plan Overview

The City of Gloucester's five year Capital Improvement Plan is an investment program for the city's future. This plan was created with the underlying themes of upgrading and modernizing the city's aging infrastructure and facilities, energy efficiency improvements, improving handicap accessibility to city buildings, complying with state/federal requirements, and helping to improve the quality of life for residents, businesses and visitors. The Capital Improvement Plan is the city's roadmap for the next five years and should be strategically implemented to provide for the capital infrastructure that is necessary to serve the community in an efficient and effective manner.

The Capital Improvement Plan document details general fund only projected borrowing and spending for vehicles, equipment and construction projects over the next five years. It's a financing model for the capital needs of the community. The capital improvement plan shall be concerned with physical facilities, such as land, buildings or other structures, or pieces of equipment and vehicles, and software which require a relatively large investment and have a relatively long useful life.

A capital project is defined as a major, non-recurring expenditure that generally meets the following criteria:

- Massachusetts General Laws permit the city to issue bonds or notes to finance the expenditure;
- The expenditure is for construction or improvements to a facility, the purchase of an asset or piece of equipment costing more than \$100,000;
- The expenditure will purchase or improve an asset that has a useful life of at least 5 years. The expenditure could also extend the useful life of an existing asset; and

- Planning, engineering or design services may be considered capital when such services are integral to a construction, renewal or replacement project that meets the criteria for a capital expenditure.

Projects and assets that do not meet these requirements are considered operating expenses and would not be part of the Capital Improvement Plan.

Examples of typical capital projects include, but are not limited to:

- New public buildings (including equipment and furnishings)
- Significant alterations, additions or improvements to existing buildings
- Land improvements, acquisitions and development
- Equipment purchase, replacement or refurbishing
- Utility infrastructure, including treatment plants, pump stations, distribution and collection lines, etc.
- Long-range planning studies
- Municipal software purchase and installation

A Capital Improvement Plan provides many benefits, including:

Focusing attention on community goals and needs. Capital projects should focus on accomplishing the city's objectives, allowing projects to be prioritized based on need and affordability. Furthermore, the CIP is used as an effective tool for budgeting significant long-term expenditures.

Encouraging more efficient program administration. By enhancing the level of communication among the various departments implementing capital improvements projects, the city is able to better coordinate efforts, avoiding duplication of efforts and potential conflicts. Work can be more effectively scheduled and available personnel and equipment can be better utilized when it is known in advance what, when and where projects will be undertaken. It also allows for better communication with private utility companies who may want to

coordinate their infrastructure improvements in accordance with the city's time table.

Identifying the most economically sound means of funding projects. Through proper planning, the need for bond issues or other revenue production measures can be foreseen and action can be taken before the needs become so critical that emergency financing measures are required. By identifying funding needs, the city is able to target needs by priority and work to put in place sources of funding for the projects where local capacity may fall short. It allows for time to apply for federal and state grants in advance as well.

Enhancing the city's credit rating. Dramatic changes in the tax structure and bonded indebtedness can potentially be avoided with proper planning that allows the city to minimize the impact of capital improvement projects. By keeping planned projects within the financial capabilities of the city, we are able to preserve or improve our credit rating making the city more attractive to business and industry. An improved credit rating results in reduced interest rates which in turn results in long-term savings that can be used to invest back into the community.

CAPITAL PLANNING PROCESS

Capital project requests are submitted on prescribed forms to the city's Planning Director and Chief Financial Officer (CFO). The detail submitted includes the department, contact person, the purpose and a description of the capital request, the amount requested, the need priority (high, medium, or low), the justification and useful life of the capital need, the net effect it may have on overall operating costs, a suggested funding source (if other than long-term debt), and any other additional information that might be noteworthy to describe or justify the capital request.

The Planning Director and CFO organize the projects, make inquiries regarding the submittals and then a spreadsheet is developed that outlines all of the capital requests for the next five years. The CFO analyzes the cost estimates and potential impact on the operating budget. The CFO then evaluates the city's overall financial situation and, within the larger context, each department's request is compared to any prior year's recommendations and to any long-term plan for that department. Important questions are then raised such as: Does the request reflect an interdepartmental planning effort? Has the department considered all sources of funding? Does the request meet the definition of a capital project? Has the Department undertaken a cost/benefit analysis? Will this capital project result in savings of operational costs in the future? Have the cost estimates for the project been well presented and is there sufficient supporting documentation to justify the requested project and amount?

Following the in-depth analysis by the CFO, the Plan is then submitted to the Chief Administrative Officer (CAO) and together, the CAO and CFO review the Plan and make any further necessary changes before submitting to the Mayor.

Projects in the first year of the Plan generally represent the city's most immediate investment priorities. Projects that are included in the Plan are not guaranteed for funding as the Plan is a reflection of the need within the city. The Capital Investment Plan is intended to be a fluid document that will be subject to

change each year as priorities change and as additional information on funding streams become more defined.

There are several factors, such as: the loss of state aid, emergencies, unforeseen and extraordinary expenditures in the operating budget, higher than anticipated borrowing costs, and federal grant cutbacks that can force the city to change the assumptions of the Capital Investment Plan which in turn will modify the spending schedule. On the other hand, the Capital Improvements Plan can also be modified in terms of priority based upon additional resources becoming available. For instance, a project may be moved up in the schedule of time if a grant opportunity presents itself as a viable funding solution.

Funding for the first year of the Plan is submitted to the Mayor and City Council for appropriation. Each item is considered separately in accordance with the Massachusetts General Laws.

The potential funding sources for the city's capital investments are:

- Available Funds (Free Cash) – The city should regularly appropriate General Fund “Free Cash” to finance short-term, small capital investment projects in their entirety. Funds may be appropriated directly from the General Fund Tax Levy to the Operating Budget.
- Enterprise Fund Proceeds – The city operates the following Enterprise Funds: Water, Sewer, Ice Rink, and Waterways. The policy of the City of Gloucester is to recover the full budgetary cost of enterprise fund operations and capital replacement from user charges. Program receipts from the operation of the Dorothy A. Talbot Memorial Rink may be used to finance capital projects for this entity.
- Enterprise Fund Retained Earnings – The accumulated earnings of an Enterprise fund may be used to fund capital improvements. The earnings flow to an Equity Account known as “Retained Earnings” and are certified annually by the State Department of Revenue.
- Debt Service – Projects funded by debt service refer to those expenditures that are acquired through borrowing, the payments for which may or may not affect the next fiscal year, but in any event are paid for over an extended period of time, usually five to thirty years. Those extended payments include both principal and interest, usually referred to as “debt service”. The city has traditionally financed large capital projects with debt service. Debt Service can be appropriated under the General Fund Tax Levy or from Enterprise Funds.
- Stabilization Funds – Massachusetts General Law, Chapter 40, Section 5B provides for the establishment and maintenance of Capital Project Stabilization Funds. The Mayor and the City Council may vote to appropriate sums of money into a Stabilization Fund for purposes of

accumulating sums for future capital project financing. Appropriations may be made from a Stabilization Fund by a two thirds vote of the City Council for any purpose for which the city is authorized to borrow under Chapter 44, Sections 7 and 8. The City of Gloucester established a Capital Projects Stabilization Fund in Fiscal Year 2011.

- Unexpended/Unobligated Bond Proceeds – Unexpended and unobligated balances from bond proceeds, may be appropriated on the recommendation of the Mayor by the City Council, and used as a financing source for a new capital improvement projects with an asset life similar to the original issue.
- State and Federal Grants – The city uses dedicated state aid and grant funding to finance capital investment when these funds are available. The most notable sources of this financing are Chapter 90 State Highway Funds and the Community Development Block Grant.
- Sale of Surplus Property – Proceeds from the sale of surplus municipal real estate may be appropriated on the recommendation of the Mayor by the City Council for financing capital projects. Generally, these proceeds are appropriated to a Stabilization Fund.
- Public/Private Partnerships – A Public/Private Partnership is a contractual agreement between a public agency and a private sector entity whereby the skills and assets of each sector (public and private) are shared in delivering a service or facility for the use of the general public. In addition to the sharing of resources, each party shares in the risks and rewards potential in the delivery of the service and/or facility.
- Other Available Funds – Other sources include donations.

Existing General Fund Long-term Debt

The following charts detail the existing debt structure for the general fund for long-term debt that has already been issued as of June 30, 2012. The charts do not show the amount of short-term debt that has yet to be converted to long-term debt as of June 30, 2012.

This first chart details the existing School Debt:

City of Gloucester, Massachusetts
Long-Term School Debt Outstanding Projected as of June 30, 2012

Aggregate Debt Service

Date	Principal	Interest	Total P+I
06/30/2013	2,295,117.00	540,113.76	2,835,230.76
06/30/2014	2,288,000.00	451,409.78	2,739,409.78
06/30/2015	2,369,820.00	352,234.28	2,722,054.28
06/30/2016	2,450,450.00	237,689.40	2,688,139.40
06/30/2017	1,516,700.00	144,152.52	1,660,852.52
06/30/2018	360,000.00	103,005.02	463,005.02
06/30/2019	355,000.00	89,878.14	444,878.14
06/30/2020	330,000.00	76,198.76	406,198.76
06/30/2021	259,000.00	64,301.26	323,301.26
06/30/2022	238,000.00	54,296.26	292,296.26
06/30/2023	228,000.00	44,941.26	272,941.26
06/30/2024	228,000.00	35,790.01	263,790.01
06/30/2025	228,000.00	26,607.51	254,607.51
06/30/2026	213,000.00	17,728.13	230,728.13
06/30/2027	168,000.00	10,080.00	178,080.00
06/30/2028	168,000.00	3,360.00	171,360.00
Total	\$13,695,087.00	\$2,251,786.09	\$15,946,873.09

The chart below details the amount of reimbursement received annually from the Massachusetts School Building Authority related to debt for the following two school building projects:

School Name	FY2013	FY2014	FY2015	FY2016	FY2017
Veterans Memorial School	58,190	58,190	58,187	-	-
Gloucester High School	<u>1,505,901</u>	<u>1,505,901</u>	<u>1,505,901</u>	<u>1,505,901</u>	<u>1,505,901</u>
Total Annual Receipt from MSBA	1,564,091	1,564,091	1,564,088	1,505,901	1,505,901

The funding for the Veterans Memorial School ends in FY2015 and the funding for the Gloucester High School ends in FY2017.

The chart below details the existing City General Fund Debt:

City of Gloucester, Massachusetts

Long-Term General Debt Outstanding Projected as of June 30, 2012

*This chart does not include CSO debt which is shown as part of the Sewer Debt Chart.
100% of CSO debt has been debt shifted and will be paid for by debt exclusion.*

Aggregate Debt Service

Date	Principal	Interest	Total P+I
06/30/2013	1,958,516.98	438,329.42	2,396,846.40
06/30/2014	1,542,562.98	370,826.40	1,913,389.38
06/30/2015	1,529,935.12	326,491.86	1,856,426.98
06/30/2016	1,383,099.11	279,388.11	1,662,487.22
06/30/2017	1,345,099.11	237,058.74	1,582,157.85
06/30/2018	1,269,099.11	197,163.99	1,466,263.10
06/30/2019	1,192,799.11	158,622.38	1,351,421.49
06/30/2020	936,709.00	124,690.37	1,061,399.37
06/30/2021	819,860.00	100,129.02	919,989.02
06/30/2022	804,324.00	76,472.52	880,796.52
06/30/2023	641,324.00	55,020.02	696,344.02
06/30/2024	587,915.00	39,750.01	627,665.01
06/30/2025	582,914.00	25,464.38	608,378.38
06/30/2026	352,914.00	12,263.13	365,177.13
06/30/2027	262,914.00	5,385.00	268,299.00
06/30/2028	186,865.00	1,760.00	188,625.00
06/30/2029	98,865.00	-	98,865.00
06/30/2030	98,865.00	-	98,865.00
Total	\$15,594,580.52	\$2,448,815.35	\$18,043,395.87

Capital Improvement Plan FY2013-2017

The following chart represents Building and/or Building Replacement Projects for the FY2013-2017 Capital Improvement Plan:

Capital Project Description	Capital Amount Requested	Source of Funding	Cash Payment Amount	Loan Amount	Year Loan Authorized	Year Asset Placed In Operation	Estimated Year of First Debt Payment
West Parish School Building Replacement	34,000,000	GO Bond / MSBA Funds	17,000,000	17,000,000	2013	2014	2016
New Combined Public Safety Building	12,458,200	GO Bond / Drug Seizure Funds / Sale of property	1,500,000	10,958,200	2015	2016	2017
Salt Shed	450,000	GO Bond / Chapter 90	100,000	350,000	2013	2014	2015
Public Restroom Facility Downtown Area	200,000	GO Bond	-	200,000	2016	2017	2018

The following chart represents the City Building Improvement / Land Improvement Projects for the FY2013-2017 Capital Improvement Plan:

Capital Project Description	Capital Amount Requested	Source of Funding	Cash Payment Amount	Loan Amount	Year Loan Authorized	Year Asset Placed In Operation	Estimated Year of First Debt Payment
American Legion Boiler Replacement	175,000	GO Bond	-	175,000	2013	2013	2014
City Hall Boiler Replacement	250,000	GO Bond / LPG Funds	87,305	162,695	2013	2014	2015
Wingaersheek Beach Septic System Improvements	150,000	GF Free Cash - 6/30/12	150,000	N/A	N/A	2013	N/A
Fire Alarm/Wiring Upgrades City Hall	250,000	GF Free Cash - 6/30/13 / CPA Funds	250,000	N/A	N/A	2014-2015	N/A
Repairs to Central Fire and Fire Sub Stations	176,000	GO Bond	-	176,000	2014	2014	2015
Landfill Closure / Recreation Field Improvements	2,500,000	GO Bond Chapter 90	-	2,500,000	2013	2013	2014
Road Work and Equipment	3,500,000	Funds	3,500,000	N/A	N/A	2013-2017	N/A

Capital Improvement Plan FY2013-2017

The following chart represents the School Building Improvement Projects for the FY2013-2017 Capital Improvement Plan:

Capital Project	Capital Amount	Source of Funding	Cash Payment Amount	Loan Amount	Year Loan Authorized	Year Asset Placed In Operation	Estimated Year of First Debt Payment
Description	Requested	Funding	Amount	Amount	Authorized	Operation	Payment
<u>School Building Improvement Projects</u>							
Window/Door Replacements School Buildings	815,000	GO Bond	-	815,000	2016	2017	2018
O'Maley School Improvements	462,500	GO Bond	-	462,500	2013	2014	2016
Gloucester High School Accessibility Improvements	400,000	GO Bond	-	400,000	2015	2015	2016
School Building Fire Protection Systems	387,000	GO Bond	-	387,000	2014	2015	2016
Schools - Asbestos Removal	410,000	GO Bond	-	410,000	2013	2014	2015
Schools - Electrical Upgrades	140,000	GO Bond	-	140,000	2013	2013	2014
Schools - HVAC Improvements	355,500	GO Bond	-	355,500	2014	2015	2016

The following chart represents the Vehicle/Equipment and Other Improvement Projects for the FY2013-2017 Capital Improvement Plan:

Capital Project	Capital Amount	Source of Funding	Cash Payment Amount	Loan Amount	Year Loan Authorized	Year Asset Placed In Operation	Year of First Debt Payment
Description	Requested	Funding	Amount	Amount	Authorized	Operation	Payment
<u>Vehicle Replacements</u>							
Street Sweeper	240,000	GO Bond	-	240,000	2013	2013	2014
Used Ladder Truck	350,000	GO Bond	-	350,000	2013	2013	2014
Fire Pumper	615,000	GO Bond	-	615,000	2013	2014	2015
<u>Other</u>							
Financial Software / Implementation / Chart of Accounts	750,000	Free Cash - Multiple years - Multiple Funds	250,000	500,000	2013	2014	2016
Kiosk Program	300,000	GO Bond	-	300,000	2014	2014	2016

Capital Improvement Plan FY2013-2017

The following chart indicates the short and long-term principal and interest payments for each project and the length of term that the debt will be outstanding:

Capital Project Description	Loan Amount	Year Loan Authorized	Years of Useful Life / Financing	<u>FY Short-term and Long-term Debt Payments</u>				
				2013	2014	2015	2016	2017
<u>Building and/or Building Replacement Projects</u>								
West Parish School Building Replacement	17,000,000	2013	30	-	-	255,000	986,000	986,000
New Combined Public Safety Building	10,958,200	2015	30	-	-	-	180,000	900,000
Salt Shed	350,000	2013	20	-	-	5,250	31,950	31,950
Public Restroom Facility Downtown Area	200,000	2016	20	-	-	-	-	3,000
<u>City Building Improvement / Land Improvement Projects</u>								
American Legion Boiler Replacement	175,000	2013	20	-	2,625	12,425	12,425	12,425
City Hall Boiler Replacement	162,695	2013	20	-	-	2,500	11,600	11,600
Repairs to Central Fire and Fire Sub Stations	176,000	2014	10	-	-	2,640	12,500	12,500
Landfill Closure / Recreation Field Improvements	2,500,000	2013	20	-	37,500	177,500	177,500	177,500
<u>School Building Improvement Projects</u>								
Window/Door Replacements School Buildings	815,000	2016	20	-	-	-	-	-
O'Maley School Improvements	462,500	2013	10	-	6,930	6,930	53,000	53,000
Gloucester High School Accessibility Improvements	400,000	2015	20	-	-	-	6,000	6,000
School Building Fire Protection Systems	387,000	2014	20	-	-	-	5,800	5,800
Schools - Asbestos Removal	410,000	2013	20	-	-	6,150	6,150	29,000
Schools - Electrical Upgrades	140,000	2013	20	-	2,100	15,960	15,960	15,960
Schools - HVAC Improvements	355,500	2014	20	-	-	-	6,000	6,000

Capital Improvement Plan FY2013-2017

Capital Project Description	Loan Amount	Year Loan Authorized	Years of Useful Life / Financing	<u>FY Short-term and Long-term Debt Payments</u>				
				2013	2014	2015	2016	2017
<u>Vehicle Replacements</u>								
Street Sweeper	240,000	2013	10	-	3,600	27,500	27,500	27,500
Used Ladder Truck	350,000	2013	10	-	4,300	40,000	40,000	40,000
Fire Pumper	615,000	2013	15	-	-	9,300	62,500	62,500
<u>Other</u>								
Financial Software / Implementation / Chart of Accounts	500,000	2013	5	-	-	7,500	120,000	120,000
Kiosk Program	300,000	2014	10	-	-	4,500	34,200	34,200
Totals				-	57,055	573,155	1,789,085	2,534,935

The following information details the descriptions of the various Capital Improvement Projects for FY2013-2017

Building and/or Building Replacement Projects:

West Parish School Building Replacement – The aim of this project is to provide adequate facilities that meet the Massachusetts School Building Authority's (MSBA) Education Program Space Standards and Guidelines for elementary schools. The West Parish School serves West Gloucester and part of the city immediately east of the Annisquam River. The project will replace the existing 42,092 square foot school that currently educates 374 children (Oct. 1 Report) with a modern, energy efficient facility that is consistent with the city's Plan for Effective Learning Communities. The size of the facility will be commensurate with MSBA's enrollment projections and square footage estimate. The Statement of Interest (SOI) submitted to the MSBA in 2009 clearly outlines the many physical deficiencies in the building that do not support the city's Plan for Effective Learning Communities.

New Combined Public Safety Building - Construct new 30,000 square foot combined public safety building on city owned land adjacent to the Fuller School. Building to consist of police, fire, and EMS headquarters, including an emergency operations center located between the new fire and police sections of the building. Audits of Police and Fire Departments conducted in 2009 by Municipal Resources Inc. (MRI) determined that both the Police and Fire facilities are seriously deficient, especially the Central Fire Station that was built in the 1920's. Both buildings lack storage space, parking, and central air conditioning. MRI states that "the Central Fire Station is obsolete and dysfunctional in all respects. It presents significant hindrances to the safe and efficient operation of the fire department, and building occupants are at significant risk from a number of safety hazards." The central location at the Fuller School is an ideal site for a combined Police/Fire/Emergency Operations Center building. A modern energy efficient combined public safety building with shared common facilities promises further economies of scale and management efficiencies in the delivery of public safety services.

Salt Shed – Construct new salt shed that will have the capacity to store 5,000 ton of salt. The existing salt shed is in poor condition and lacks sufficient storage capacity. The city has a commitment of \$100,000 from Chapter 90 funds from the State for the construction of this new salt shed.

Public Restroom Facility Downtown Area – The purpose of this project is to build an easily maintained public restroom facility in the downtown Gloucester area. There is a great need for public restroom facilities in the downtown Gloucester area to provide service to the city's many visitors. Currently public restrooms are available at the Police Station and the Fitz Hugh Lane House but are in need of upgrades. With the many special events that the city hosts on an annual basis along with the increased foot traffic from the cruise ships that now stop in Gloucester, we need to be able to provide a better service.

City Building Improvement / Land Improvement Projects:

American Legion Boiler Replacement - The American Legion building is in desperate need of a new heating system in order for the building to remain functioning. The existing boiler has outlived its life span, its efficiency has decreased and the cost to repair is increasing. Once the boiler, tank and system are replaced the American Legion will take over the annual maintenance of the system as long as they lease the facilities.

City Hall Boiler Replacement - The current heating system at City Hall is antiquated, well beyond it's life expectancy, is in need of constant service, consists of only one heating zone for the entire building and needs to be converted to gas for more efficient heating. Maintenance costs for the boiler have increased over the past couple of years and it is getting more difficult each year to get the unit to function properly.

Wingaersheek Beach Septic System Improvements - The Wingaersheek Beach restroom and concession building's septic system failed a few years back and the temporary repairs are in need of a more permanent solution. The current setup is a modified tight-tank system that requires daily pumping and monitoring during the summer months. Wingaersheek beach is one of the prime revenue producers for the City of Gloucester during the summer months bringing in annual revenues of \$500,000 - \$600,000 per season. Currently the DPW is sending over two men and a pump truck on a daily basis throughout the summer to pump down the tank. The system has overflowed on several occasions during heavy usage.

Fire Alarm/Wiring Upgrades City Hall - The current fire alarm system at City Hall is outdated and not functioning properly. Various parts of the building, including the Tower are not covered by the current system. In addition, the existing electrical panels are all at maximum capacity. In the past few years, the city has spent approximately \$2 million on renovations to the exterior of the building and the tower, with another \$2.6 million approved to finish the work that is ongoing presently. The current fire alarm system does not protect the tower from fire and any fire would be catastrophic. City Hall will continue to serve as the center of City Government and should be fully protected. The electrical panels need to be upgraded and additional ones installed to meet the current needs of City Hall. There are thousands of feet of old wiring that should be removed as well to decrease the chances of any electrical fires.

Repairs to Central Fire and Fire Sub Stations – The Central Fire Station's existing flat roof will be replaced with a pitched roof. Also, air conditioning and lighting improvements are necessary. Boiler replacements are necessary at the West Gloucester, Bay View and Magnolia Sub-Stations. The Magnolia Station is in need of a new roof and West Gloucester needs replacement doors. These improvements will extend the useful life of the facilities and also reduce energy consumption.

Landfill Closure / Recreation Field Improvements – The city will utilize this funding to formally close the former landfill in accordance with DEP regulations.

It will also utilize funds from this project allocation to improve the appurtenances on this property. Engineering work is presently underway that will outline all the required and desired work to be completed for this project.

Road Work and Equipment – The Department of Public Works Director receives an allocation of Chapter 90 funds every year from the Commonwealth of Massachusetts that is used for maintaining the city’s streets. The DPW Director prioritizes the work based upon the city’s needs and coordinates the road work to maximize dollars spent. The newly resurfaced streets will decrease the operational costs of the city by decreasing the number of potholes that will need to be repaired as well as reduce broken street sweeping and snow plow equipment.

School Building Improvement Projects:

Window/Door Replacements School Buildings - There is a need to replace exterior doors, hallway doors and windows at the following locations: Beeman Elementary School - exterior doors; O'Maley Middle School - replace all glazing and remove all plexiglass; and Gloucester High School - Windows (Science wing) and hallway/exterior doors. The replacements will help improve energy conservation with an expected lifespan of 20 years.

O'Maley Middle School HVAC Improvements – The O'Maley Middle School HVAC improvements consist of replacing the domestic hot water boiler with two separate systems. One system will serve the kitchen which requires most of the hot water in the building. The existing “Cleaver Brooks” domestic hot water boiler is too far away from the kitchen area. A second system will supply the rest of the school (not including the rink). Other improvements that are part of this project include replacing 100 “univents”, installing a new energy management control system, replacing the air handlers and installing branch valves for the heating system. These improvements will greatly improve energy utilization costs.

Gloucester High School Accessibility Improvements – The project is designed to improve several bathrooms at Gloucester High School. The remodeled bathrooms will improve handicap accessibility. This project will also improve accessibility in several other areas in the school.

School Building Fire Protection Systems - The project will install fire suppression sprinkler systems in the following schools: Plum Cove Elementary School - Need sprinklers for the old part of the school with a new tap; O'Maley Middle School - Need sprinkler system for the entire facility; East Gloucester Elementary School - Need sprinkler system for the entire facility. The fire protection systems will provide much needed safety enhancements for the protection of students and staff. It will also reduce insurance costs for the building.

Schools - Asbestos Removal - The following schools have asbestos that needs to be removed: Plum Cove Elementary School – floors; Beeman Elementary School - floors and piping; and East Gloucester Elementary School - several areas. Repairs are needed at all the schools in Gloucester and in order to complete the repairs the asbestos needs to be removed.

Schools - Electrical Upgrades - Upgrade and improve electrical issues at the following locations: Beeman Elementary School - upgrade electrical service; Gloucester High School - upgrade alarm systems - new fire alarm panel; lighting upgrades and install a surveillance system.

Schools - HVAC Improvements - Several of the city's schools are in need of HVAC improvements to provide a better learning environment, improve efficiency, and decrease heating costs. The Plum Cove Elementary School will have its boiler replaced and it will be converted to gas. It will involve split steam traps and a new split system for the older classrooms. The Beeman Elementary School will have both boilers replaced. The Veterans Memorial Elementary School will upgrade the existing modular heating system to include isolation valves. The East Gloucester Elementary School will convert from steam to hot

water heat. These improvements will greatly enhance the ability to supply and control heat and air conditioning to the schools which in turn will provide a better learning environment for the teachers and students. The O'Maley Middle School improvements are outlined in a different project above.

Vehicle Replacements

Street Sweeper – The new street sweeper will replace the 2007 model we presently own. The existing street sweeper is costly to maintain and needs to be replaced.

Used Ladder Truck – The Fire Department currently has one in-service ladder truck, a 2009 Pierce Arrow. The other ladder truck that the city owns is a 1987 Pierce “Quint.” This vehicle has been placed out of service. An independent company, AJL Associates Inc., evaluated the 1987 Pierce Quint to determine if it should continue to be in operation for the City of Gloucester. On November 15, 2011, they conducted an evaluation of the vehicle. A copy of their report is available at the Fire Department. Basically, they found such critical problems with the vehicle and provided the following recommendation: “In our professional opinion, this truck should be kept out of active service from this day forward due to these obvious chassis and aerial rust problems. In our professional opinion again, this truck is not worth the large outlay of capital that would be required to bring this truck up to a safe level or condition for operational requirements on the fire grounds. If repairs were to be done, and after all is said and done, you will still have a piece of apparatus that is almost 25 years old, and still has technology that is not up to date with today’s modern chassis and braking requirements.” The purchase of a second hand ladder truck would give the city approximately 8-10 years before having to purchase another new ladder truck. This life and safety piece of apparatus is a critical need for the Fire Department.

Fire Pumper – The purchase of a new fire pumper will replace a 1989 Pierce pumper which is not capable of pumping to 100% capacity. The existing apparatus is beyond its estimated useful life and needs to be replaced.

Other Capital Improvement Projects

Financial Software / Implementation / Chart of Accounts – The city's financial software system vendor sold a portion of the software to another company and did not continue supporting the other portion which has been taken over by an entirely different company. The city has been approached by one of the new companies to convert over entirely to their software system. We will receive a great discount by converting all of our existing accounts to this new company because they are offering many of the programs free of charge as long as we are currently utilizing them. This project will consist of purchasing software, converting data to the new software and equipment, implementation costs, training and assistance with modifying the city's chart of accounts. This project will be a multi-year implementation plan.

Kiosk Installation Program – In FY2012, the city installed 11 parking kiosks along Rogers Street, Warren Street and in 3 municipal parking lots. The city intends to install additional kiosks throughout the city in future years. The plan is to install kiosks in all municipal parking lots, on Railroad Avenue, Main Street, Rogers Street, Harbor Loop and other locations that would be considered suitable for kiosks. The intent of the project is to maximize revenue while eliminating a majority of the existing individual parking meters. It will provide better reporting of revenue as well. Each kiosk contains software that will provide alerts for various reasons as well as utilization reports.