



GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, November 12, 2015 – 5:00 p.m.
1st Fl. Council Committee Room – City Hall

AGENDA

Individual items from committee reports may be consolidated into a consent agenda.

1. *Petitions for road repairs in accordance with GCO Article VI "Repair of Private Ways," Sec. 21-80 et seq. (Cont'd from 10/22/15)*
 - A) *Starknaught Heights; B) Starknaught Road; C) Oxford Road; D) Joseph's Way*
2. A) *Memo, Grant Application & Checklist from Police Chief re: Council approval to apply for FY16 911 Support & Incentive Grant for \$61,795*
B) *Memo, Grant Application & Checklist from Police Chief re: acceptance of U.S. DEA Overtime Funding for FY16 for \$17,548*
3. *Correspondence from Mass. Cultural Council re: transfer of FY16 Local Cultural Council Funding for FY16 for \$7,600 & acceptance of said funds*
4. A) *Memo, Grant Application & Checklist from DPW Director re: acceptance of a grant for \$504,869 from Executive Office of Energy & Environmental Affairs for rehabilitation of the Blynman Canal and Stacy Boulevard Bulkhead*
B) *Memo, Grant Application & Checklist from DPW Director re: acceptance of \$175,000 grant from the Executive Office of Energy & Environmental Affairs for the repair of the Haskell Pond Dam*
C) *Memo, Grant Application & Checklist from DPW Director re: acceptance of a grant for \$19,000 from the Mass., Dept. of Environmental Protection (MDEP) to enhance performance of Gloucester's successful waste reduction programs*
5. A) *Memo from Chief Financial Officer & Supplemental Appropriation-Budgetary Transfer 2016-SA-6*
B) *Memo from Chief Financial Officer & Supplemental Appropriation-Budgetary Transfer 2016-SA-7*
6. *Memo from Principal Assessor: Tax Classification (Cont'd from 10/22/15)*
7. A) *Memo from City Auditor re: request City Council adoption of a three-year Snow & Ice Amortization Schedule pursuant to Mass. DOR requirement in accordance with MGL c. 10, §58 of the Acts of 2015 (Cont'd from 10/22/15)*
B) *Acceptance of Lead-Based Paint Hazard Control Grant Program from the U.S. Dept. of HUD*
C) *Vote recommendations to City Council re: recommendations from Community Preservation Committee for Round 6, FY15 project funding*
D) *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

Councilor Melissa Cox, Chair
Councilor William Fonvielle, Vice Chair
Councilor Paul McGeary

CC: Mayor Theken
Jim Destino
Kenny Costa
John Dunn
Police Chief Campanello
Mike Hale
Nancy Papows
Tom Daniel/Emily Freedman

PROPERTY OWNERS PETITION FORM

CITY CLERK
GLOUCESTER, MA

We, the undersigned, being the owners of property having frontage on

Starknaught Heights

15 JUL 23 AM 10:01

a private way which has been opened to the public for at least six (6) years, request the City of Gloucester to repair said road using the full powers vested with the City. We agree to provide all easements, rights of way, designs, permits and legal certifications necessary for the said improvements. The cost resulting from the improvements to be carried out are described in Section 21-83, "Funding for approved Construction and Repair". Code of Ordinances. The full cost of this project is understood to be not in excess of \$145,000.

NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
MARK BEAL	19 Starknaught	603 899		
Michael Joseph	48 Starknaught Hts	6870		
Danae Kelly	2 Starknaught Hts.			
Ilene R. Sack	4 STARKNAUGHT HTS.			
Mary O'Neil	34 Starknaught Hts.	(978) 331-9780		
Mr. L. J. O'Neil	6 R Starknaught Hts			
James Gilbride	1 Starknaught Hts			1217-413-1235
On the	16 Starknaught Hts	781-868-2904		
David L. Gilbride	36 Starknaught Hts			978-281-5370
Bridget Hornbrook	1A Starknaught Hts			
Brian Hill	12 Starknaught Hts			
Paul Hill	99 Starknaught Hts			
Roland Lemieux	24 Starknaught Hts			978-290-0165

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NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
Kelly Shriver	25 Starknaught Hts	781-7046915		
John Stempeck	9 Starknaught Hts	617-571-0369		
John E. Murray	33 Starknaught Hts	617-767-7852		
Barbara Morrison	13A Starknaught Hts	781-258-3965		
Richard J. Scyall	35 Starknaught Hts	978-282-3268		
Quince P. Gatchell	19A Starknaught Hts.	978-281-0259		
+ Richard A. Aiken	11 Starknaught Hts	978-283-3338		
David Halverson	32 Starknaught Hts	978-491-9757		
Kevin Noonan	31 Starknaught Hts	978-281-1104		
Alan Boneray	6 Starknaught Hts	978-9431378		
Mary Golden Moody	23B Starknaught Hts	978-304-9232		
Stacey Dexter	26 Starknaught Hts	(978) 325-3520		
Steve Sjida	22 STARKNAUGHT HTS	978-281-7238		
Tom Salanke	6A Starknaught Hts	281-2309		
Bever Trocka	3 STARKNAUGHT HTS	978-430-2483		
Nancy M. Jabba	7 Starknaught Hts.	(978) 283-8735		
Margaret T. Benedict	10 Starknaught Hts	978-283-7809		
Lise Whitche	15 STARKNAUGHT HTS.			

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CITY CLERK
GLOUCESTER, MA

15 JUL 23 AM 10:01

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Starknaught Heights

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We agree to provide all easements, rights of way, designs, permits and legal certifications necessary for the said improvements. The cost resulting from the improvements to be carried out are described in Section 21-33, "Funding for approved Construction and Repair". Code of Ordinances. The full cost of this project is understood to be not in excess of \$145,000.00

NAME ADDRESS PHONE FRONTAGE MAP AND LOT

- 1 Kelly Shriver 25 Starknaught Hts 781-7046915
- 2 JOHN Stempeck 9 Starknaught Hts 617 571 0369
- 3 John E. Murray 33 Starknaught Hts 617-767-7652
- 4 Barbara Harrison 13A Starknaught Hts 781-258-3965
- 5 Richard J. Sayal 35 Starknaught Hts 978-282-3265
- 6 Swice P. Gatchell 19A Starknaught Hts. 978-281-0259
- 7 Richard DeBruin 11 Starknaught Hts 978-253-3335
- 8 Daniel Halverson 32 Starknaught Hts 278-441-9759
- 9 Kevin Noonan 31 Starknaught Hts 978-281-1101
- 10 Glen Bonney 6 Starknaught Hts 978-4431-378
- 11 Mary Golden Moody 23B Starknaught Hts 978 304 9232
- 12 Steven Dexter 26 Starknaught Hts (978) 283-3520
- 13 Steve Sajda 22 STARKNAUGHT HTS 978 281 7238
- 14 Tom Galante 6A Starknaught Hts 281-2309
- 15 Bruce Trock 3 STARKNAUGHT HTS 978-430-2485
- 16 Nancy M. Jabba 7 Starknaught Hts (978) 283-8755
- 17 Margaret T. Benedict 10 Starknaught Hts 978-283-7809
- 18 Rise Whitcomb 15 STARKNAUGHT HTS.

Sec. 21-80. - Intent; definitions; exclusions; city not required to maintain.

(a) Definitions. The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this subsection except where the context clearly indicates a different meaning.

Abutter and *abutting owner* means all persons holding ownership rights in property abutting a private way and all persons holding ownership rights in any property the access to which, by necessity, requires travel over such private way.

Abutting parcel means any property actually abutting the private way regulated by this article and any property the access to which, by necessity, requires travel over such private way.

Private ways.

- (1) The term "private way" includes, within the scope of this article, statutory private ways and dedicated private ways.
 - a. The term "statutory private ways" means those ways which have been laid out pursuant to M.G.L. c. 82, § 21 and are subject to M.G.L. c. 84, §§ 23, 24. Such ways are open to the same type and extent use as public ways.
 - b. The term "dedicated private ways" are those ways which were not laid out under statutory authority but are open to free public use of a nature and extent sufficient to constitute evidence of the permanent intention of abutting property owners to abandon private rights in the ways.
- (2) The term "private ways" within the scope of this article does not include permissive private ways or unconstructed (paper) ways.
 - a. The term "permissive private ways" means those ways that have not been laid out by a public authority or dedicated to public use and are wholly the subject of private ownership. A permissive private way is open to public use solely by the continuing permission or license of the owner or abutter; such owner or abutter displays a continuing intent to exercise dominion over the way and may, for example, post the way with signs limiting or prohibiting public use.
 - b. The term "unconstructed" or "paper ways" means those ways or portions thereof that have been created on paper by a deed, easement, plan or other instrument or by subdivision or approval not required (ANR) plan under the Subdivision Control Act, but have not yet been paved, improved or otherwise constructed on the ground.
- (b) Pursuant to chapter 325 of the Acts of 2002 and M.G.L. c. 84, § 12 and c. 40, § 6N, this article is intended to establish the process by which temporary and permanent repairs may be made to private ways and to facilitate the performance of permanent repairs upon private ways in the city so that they may become eligible for conversion to public ways.
- (c) In order to qualify for permanent or temporary construction or repair under this article, all private ways otherwise eligible must have been open to the public for six or more years and must abut four or more occupied residences or operating businesses.
- (d)

None of the ways described in this section are of the type of which the city has an existing duty of maintenance or repair for which the city is liable in damages for defects. Abutters to private ways are responsible for the maintenance of such ways. Constructed private ways must be maintained so that there are no defects to impede the safe passage of emergency vehicles. Nothing in this article is intended to create any duty to maintain or repair such private ways or to subject the city to any liability for defects therein.

(Ord. of 11-18-1980, § 1; Ord. of 4-10-2012(01); Ord. of 9-24-2013(224))

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 21-81. - Type and extent of work.

- (a) Permanent construction or repair to private ways shall be performed with the goal of improving the way such that it becomes eligible for conversion to a public way. Such permanent construction or repair shall include, but not be limited to, the construction, resurfacing and reconstruction of private ways consistent with the standards set forth in the current edition of the city planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C. Permanent construction or repair may also include the installation and construction of drainage systems.
- (b) Temporary construction or repair shall include the filling of potholes in the subsurface of private ways and repairs to the surface materials, but shall not include significant excavation, regrading, drainage work, or the resurfacing thereof. Oiling and tarring of private ways by the city shall not be permitted.

(Ord. of 11-18-1980, § 2; Ord. of 9-24-2013(224))

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 21-82. - Permanent or temporary construction or repair, when available.

- (a) Permanent construction or repair may be performed by the city upon approval of the abutters' petition by the city council in accordance with the procedures set forth in sections 21-84 and 21-85.
- (b) Temporary construction or repair may be performed by the city upon a determination by the director of public works that the condition of a way adversely affects the safety of the inhabitants and that construction or repair of a permanent nature is unnecessary to cure the condition, or upon determination that the condition of the way constitutes an emergency which requires the immediate performance of construction or repair in order to protect the health or safety of the inhabitants of the city. Such temporary repair shall not be considered as maintenance of the private way nor shall the way be considered a public way as a result of any repair.

(Ord. of 11-18-1980, § 3; Ord. of 9-24-2013(224))

Sec. 21-83. - Funding for approved construction or repair.

- (a) Up to 100 percent of the total cost of performance of approved permanent construction and repair work, including the cost of all plans or specifications shall be paid by the abutting owners, the amount to be so paid to be divided by the number of abutting parcels and assessed to the owners thereof. Any amount to be paid by the city shall be paid from funds appropriated to a separate account in the yearly city budget or from the capital improvement program.
- (b) In any case involving construction or repairs consisting less than \$4,000.00, the city may satisfy its financial obligation under subsections (a) and of this section through the provision of either in-kind services or cash payment of the amount established pursuant to this section. In-kind services may be performed by the department of public works if, in the judgment of its director, the department has

the existing capability to render such performance. Where the cost of construction or repair exceeds \$4,000.00, the work shall be awarded to private contractors by means of the applicable bidding procedures.

- (c) The city shall not require that abutting owners pay a cash deposit as a prerequisite to the performance of approved work. However, betterments shall be assessed and collected for such work in accordance with the provisions of M.G.L. c. 80, § 1 et. seq. and other applicable laws.
- (d) In the case of temporary repairs, the city shall be obligated to pay 100 percent of the total cost. (Ord. of 11-18-1980 § 4; Ord. of 9-24-2013(224))

Sec. 21-84. - Procedural prerequisites for petitions to city council for permanent construction or repair.

- (a) Any performance of permanent construction or repair as set forth in this article is subject to the availability of funding and must be authorized by a majority vote of the city council.
- (b) Abutters to a private way shall begin the process of seeking permanent repair to the way by making a written request for a preliminary assessment from the city engineer as to whether the way could be improved to meet the specifications contained in the planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C, and be eligible for potential conversion to a public way. Such requests must be signed by a minimum of three abutters to the way.
- (c) The city engineer shall issue a preliminary assessment in writing as to the potential for the private way to be converted to a public way within 60 days of receiving such request. The city engineer shall rely on the guidelines contained in the planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C, in making the assessment. The city engineer shall also consult with the fire chief as to emergency access requirements needed. As part of the project, the city engineer shall prepare a preliminary estimate of the cost of the project. The engineer's preliminary cost estimate is for guidance of the petitioners only and does not replace the full set of engineering plans required in section 21-85(g) below.
- (d) Upon receiving a favorable preliminary assessment from the city engineer as to the potential conversion of the way to a public way, abutters seeking the permanent repair of a private way shall submit to the city council a petition signed by no less than 51 percent of the abutting owners of the private way subject to the proposed construction or repair. The submittal of the petition must conform to the requirements of subsections (d) through (j) of this section and subsections (a) and (b) of section 21-84.
- (e) Petitioners shall use only official petition forms, available from the city clerk's office upon request. The petition form shall specify the intended share of the cost of the project to be borne by the petitioners and the cost estimate prepared by the city engineer as specified in section 21-85(c).
- (f) The original petition and an official record of the votes cast at the abutters' meeting, as required by section 21-84, shall be submitted to the city clerk. All petitions must plainly indicate that a meeting of the abutting owners has been held and votes recorded as provided in accordance with section 21-84. The city clerk shall file a copy of the petition with the mayor's office and with the director of public works.
- (g) The original petition and official record of the votes cast at the abutters' meeting must be accompanied by the abutters' proposal for permanent repair of a private way, including a set of engineering plans, prepared and signed by a registered engineer qualified in the field. Such plans shall be of sufficient detail to indicate the nature and extent of the work requested and the quantity and type of material necessary. Such plans shall also indicate an estimated cost of the requested construction or repair.

- (h) Within 30 days after the filing date of the petition, the mayor and the director of public works shall review the petition and the plans in accordance with the standards set forth in the planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C, and shall submit to the city council their recommendation as to whether the plans are consistent with the standards contained therein and whether the permanent repair or construction of the way could result in its eventual conversion to a public way.
- (i) The city council must hold a public hearing upon the petition within 60 calendar days of filing thereof, except that in a particular case the council, by 2/3 vote thereof, may extend the deadline for hearing by a maximum of 30 days. Review of the petition by the city council shall include a determination whether the construction or repair is required by public convenience and necessity.
- (j) Notice of the council's decision shall be posted and a copy thereof shall be mailed to all abutting owners.

(Ord. of 11-18-1980, § 5; Ord. of 9-24-2013(224))

Sec. 21-85. - Meeting and vote by abutting owners.

- (a) Prior to submitting any petition under this article, and after notice to all abutters, a meeting of all abutting owners must be held. The meeting shall be called by any three or more abutting owners. Notice of the meeting, stating the date, time and location thereof, shall be given at least seven days in advance by posting the notice in the city clerk's office and by mailing the notice to all abutting owners by certified mail, return receipt requested. A receipt by electronic mail or other proof of certified mailing shall be deemed sufficient evidence that notice has been given to abutting owners.
- (b) At the meeting of abutting owners as required by subsection (a) of this section, separate votes shall be taken and recorded to determine whether certain repairs are to be sought and whether such repairs shall be paid for pursuant to the terms of this article. A majority of the abutting owners must attend the meeting and must vote in favor of both issues in order to qualify for construction or repair under this article. Each property, whether held singly, jointly or by a trust or corporation, shall be entitled to cast one vote by the designated or agreed-upon representative of the owners, and who must be in attendance at the meeting. The official record of the meeting, including the attendees and the votes cast shall be included with the petition for permanent repairs to a private way when the abutters present the petition to the city clerk as described in section 21-85.

(Ord. of 11-18-1980, § 6; Ord. of 4-10-2012 (01); Ord. of 9-24-2013(224))

Sec. 21-86. - Municipal liability for construction or repair.

- (a) The city shall not be liable on account of any damage whatever caused by construction or repair performed pursuant to this article.
- (b) No term or provision of this article shall be interpreted or construed to constitute the acceptance by the city of any duty, responsibility or liability for the enforcement of any private right of any petitioner or abutting owner, including without limitation any right to improve or maintain a private way or to keep a private way free from encroachment.

(Ord. of 11-18-1980, § 7)



GLOUCESTER POLICE DEPARTMENT
Office of the Chief of Police
197 Main Street
Gloucester, MA 01930

Chief Leonard Campanello
(978)281-9775

Memorandum

October 15, 2015

To: Mayor Sefatia RomeoTheken

From: Chief Leonard Campanello

RE: FY16 911 Support and Incentive Grant

Mayor Romeo Theken,

As in previous years, I am requesting permission to apply for the FY16 911 Support and Incentive Grant from the State in the amount of \$61,795.00. There is no match for this grant.

Respectfully,

Leonard Campanello
Chief of Police



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

Granting Authority: State X Federal _____ Other _____

Name of Grant: FY16 Support & Incentive Grant

Department Applying for Grant: Police

Agency-Federal or State application is requested from: State 911 Department

Object of the application: Provides funding for E911 salaries/overtime/equipment

Any match requirements: None

Mayor's approval provided: [Signature] 10/22/2015
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: Police

ACCOUNT NAME: FY16 State E911 Salaries/Support Incentive

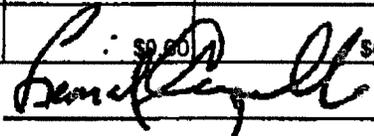
FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A

CFDA # (Required for Federal Grants): _____

DATE PREPARED: 10/21/2015

APPROVED
AMENDED BUDGET
(IF APPLICABLE)

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)	\$61,795.00			
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
				\$0.00
Sal/Wages	\$30,593.00			\$0.00
				\$0.00
Equipment	\$31,202.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$61,795.00 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE: 

DATE ENTERED (AUDIT): _____ AUDITING DEPARTMENT INITIALS: _____

Commonwealth of Massachusetts

**Executive Office of Public Safety and Security
State 911 Department**



State 911 Department

**Public Safety Answering Point and Regional Emergency Communication Center
Support and Incentive Grant Application**

Fiscal Year 2016

All applications shall be mailed or hand delivered.

All applications must be received by 5:00 P.M. on Friday, April 1, 2016.

Application Checklist

- Signed and Dated PSAP and RECC Support and Incentive Grants Application Page
- Completed Budget Summary Page
- Completed Budget Narrative

Personnel: include name(s), hourly rate(s), and overtime rate(s)

HVAC: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

CAD: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Radio Console: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Console Furniture/Chairs: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Fire Alarm Receiving & Alerting Equipment: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Other Equipment: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

- Quotes
- Appendix A -- Personnel Costs, if applicable

Regional PSAPs and RECCs only:

- Detailed Departmental Budget, including all salary costs.
- Public Safety Radio Systems: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Regional Secondary PSAPs only:

- CPE Maintenance: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

- Completed Authorized Signatory Listing Page
- Completed and Notarized Proof of Authentication of Signature Page for each Signatory
- Signed and Dated Standard Contract Page

All applications with original signatures shall be submitted to:

State 911 Department
1380 Bay Street, Building C
Taunton, MA 02780

Type of PSAP: (please check one)

- Primary Regional Regional Secondary
 Regional Emergency Communication Center

1. Name of City/Town/Municipality

City of Gloucester Police Department

Address

197 Main Street

City/Town/Zip

Gloucester, MA 01930

Telephone Number

978-281-9775

Fax Number

978-282-3026

Website

www.gloucester-ma.gov

2. Name of Applicant

City of Gloucester Police Department

Name /Title of Authorized Signatory

Chief Leonard Campanello

Address (if different from above)

Telephone Number

Fax Number

Email Address

lcampanello@gloucester-ma.gov

3. Name/Title of Program/Contract Manager

Stacie Nicastro Financial Coordinator

Telephone Number

978-281-9775 ext. 2

Fax Number

978-282-3026

Email Address

snicastro@gloucester-ma.gov

4. Total Grant Program funds requested.

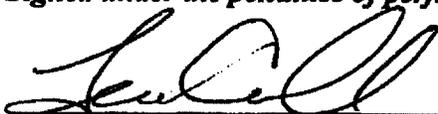
\$61,795.00

5. Goal and Desired Outcome

Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

6. Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the application packet.

Signed under the penalties of perjury this 15th day of October, 20 15



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

(in blue ink)

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$30,593.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$26,786.00
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$4,416.00
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$

*Total amount must exactly match amount requested on application page

REGIONAL PSAP and RECC ONLY	
CATEGORY	AMOUNT
H. Public Safety Radio Systems	\$
TOTAL*	\$ 61,795.00

*Total amount must exactly match amount requested on application page

REGIONAL SECONDARY PSAP ONLY	
CATEGORY	AMOUNT
I. PSAP Customer Premises Equipment Maintenance	\$
TOTAL*	\$

*Total amount must exactly match amount requested on application page

**PRIMARY PSAP, REGIONAL PSAP, REGIONAL SECONDARY PSAP, & RECC
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please note for each individual to be funded, the anticipated hourly rate, cost of benefits if applicable, and anticipated overtime rate if applicable. Please use additional pages if needed.

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2016 State 911 Department Training Grant. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer’s salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

Attach Appendix A

Total Category A \$30,593.00

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

Vendor:

Attach Quote and mark with letter B

Total Category B \$

C. Computer-aided Dispatch Systems – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

C. Computer-aided Dispatch Systems

Description: Contract (12/1/2015-6/30/2016) with Delphi Technology Solutions, Inc. 4 Plymouth Avenue, Wilmington, MA. For IT support directly related to “enhance and maintain computer aided Dispatch Systems through current and developing Dispatch related technology needs.”

Are the requested items linked to CAD? Please see attached proposed contract
 Where will the requested items be located?
 What will be displayed on monitors, if requested?

Vendor: Delphi Technology Solutions, Inc.
 4 Plymouth Avenue
 Wilmington, MA

Attach Quote and mark with letter C

Total Category C

\$26,786.00

D. Radio Consoles – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio systems shall comply with SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesec/sdsiecspcialconditionsradiofrequenciesdec09.pdf>

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions should be directed to the SWIC, Steve Staffier, who can be reached by email at steve.staffier@state.ma.us.

D. Radio Consoles

Description:

Vendor:

Attach Quote and mark with letter D

FY 2016

Total Category D

\$ _____

E. Console Furniture and Dispatcher Chairs – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of console furniture and dispatcher chairs necessary for enhanced 911 telecommunicators working at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to perform their jobs effectively and in an ergonomically appropriate manner. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such console furniture and dispatcher chairs, including shelving, storage cabinets, and rotary resource files, used in the physical space used for the provision of enhanced 911 service.

E. Console Furniture and Dispatcher Chairs

Description: Concept Seating model 3142 executive (black leather) seven footed base, lumbar support bladder and swing away arm rest.

Have you previously applied for funding for dispatcher chairs? Yes

If so, what year? 2012

Are they under warranty? Yes

Vendor: Milton C. Walsh

Attach Quote and mark with letter E

Total Category E

\$4,416.00

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, maintenance, and/or update of fire alarm receiving and alerting equipment used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Funding may be used to purchase, install, replace, maintain, and/or update systems used by such PSAPs to alert remote station personnel of emergency responses, including hardware and components installed within remote station locations. Funding for street or structure based cable or radio fire alarm boxes and related hardware is not permitted.

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service

Description:

Vendor:

Attach Quote and mark with letter F

Total Category F

\$ _____

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service

Description:

Please include **use and location** of the requested item(s).

Vendor:

Attach Quote and mark with letter G

Total Category G

\$ _____

REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

**REGIONAL PSAP & RECC ONLY
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.

H. Regional PSAPs and RECCs ONLY:

Public Safety Radio Systems – to defray costs associated with the acquisition and maintenance of radio systems (including circuit costs for connectivity) used for police, fire, emergency medical services, and/or emergency management communications. Only Regional PSAPs and RECCs are eligible for funding in this category. All radio systems shall comply with SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesec/sdsiecspecialconditionsradiofrequenciesdec09.pdf>.

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions should be directed to the SWIC, Steve Staffier, who can be reached by email at steve.staffier@state.ma.us.

Description:

Vendor:

Attach Quote and mark with letter H

Total Category H

\$ _____

REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

**REGIONAL SECONDARY PSAP ONLY
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative.

I. Regional Secondary PSAPs ONLY:

Regional Secondary PSAP 911 Customer Premises Equipment Maintenance – to defray costs associated with maintaining PSAP 911 customer premises equipment. ONLY regional secondary PSAPs are eligible for funding in this category.

(The Department assumes the responsibility of all costs for maintenance of CPE at all primary PSAPs and regional PSAPs and RECCs). Note: Regional Secondary PSAPs are eligible for the purchase, installation and/or upgrade of CPE equipment under the State 911 Department Regional PSAP and Regional Secondary PSAP and RECC Development Grant.

Description:

Vendor:

Attach Quote and mark with letter I

Total Category I

\$ _____

REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Gloucester Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C) 9 Dale Ave Gloucester, MA 01930		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780	
Contract Manager: Chief Leonard Campanello		Billing Address (if different):	
E-Mail: lcampanello@gloucester-ma.gov		Contract Manager: Cindy Reynolds	
Phone: 978-281-9775	Fax: 978-282-3026	E-Mail: 911DeptGrants@state.ma.us	
Contractor Vendor Code:		Phone: 508-821-7299	Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT SUPG	
FRF/Procurement or Other ID Number: FY2016 SUPPORT & INCENTIVE GRANT			

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

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

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 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.) For disbursement of funds under the State 911 Department FY 2016 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.

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 June 30, 2016 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: Leonard Campanello Date: 1/15/16
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Chief Leonard Campanello
 Print Title: Police Chief

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Frank Pozniak
 Print Title: Executive Director

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name: City of Gloucester Police Department
Contractor Vendor/Customer Code:**

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Chief Leonard Campanello	Police Chief

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10-7-2015

Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9738

Email: sromeotheken@gloucester-ma.gov

[Listing cannot be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Gloucester Police Department
Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing. STATE 911 DEPARTMENT REQUIRES THIS FORM FOR EACH AUTHORIZED SIGNATORY LISTED ON THE PREVIOUS PAGE.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Leonard Campanello

Title: Police Chief

X *Leonard Campanello*

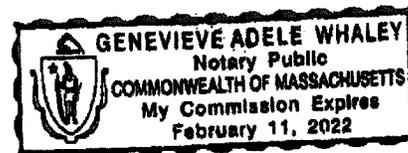
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:
ESSEX COUNTY, MASSACHUSETTS

I, *Genevieve Adele Whaley* (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date: OCTOBER 15, 2015

OCTOBER 15, 2015, 20 15

My commission expires on: FEBRUARY 11, 2022



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____

AFFIX CORPORATE SEAL

Appendix A - Personnel Costs
(List Certified Enhanced 911 Telecommunicators)

NAME OF PSAP: _____

Last Name, First Name (Please use Alphabetical Order)	Indicate Full-time (F) or Part-time (P)	Hourly Pay Rate	Overtime Pay Rate
Aberle, Josiah	F	\$28.03	\$42.05
Adelfio, Vincent	F	\$28.03	\$50.45
Alves, Clifford	F	\$28.03	\$52.56
Balbo, Joseph	F	\$28.03	\$50.45
Bouchie, Shawn	F	\$28.03	\$42.05
Cahill, William	F	\$28.03	\$52.56
Carr, George	F	\$28.03	\$50.45
Cecilio, Marc	F	\$28.03	\$52.56
Chipperini, Brendan	F	\$28.03	\$42.05
Cimoszko, Michal	F	\$25.68	\$46.22
Ciolino, Jerome	F	\$28.03	\$46.25
Crowley, Brian	F	\$28.03	\$42.05
D'Angelo, David	F	\$25.68	\$38.52
Duffany, Scott	F	\$28.03	\$42.05
Duwart, Carlton	F	\$28.03	\$42.05
Fialho, Heidi	F	\$28.03	\$50.45
Foote, Jared	F	\$25.68	\$38.52
Foote, Mark	F	\$28.03	\$42.05
Frates, Christopher	F	\$28.03	\$52.56
Gaudenzi, Keith	F	\$25.68	\$46.22
Genovese, Christopher	F	\$28.03	\$46.25
Giacalone, Anthony	F	\$28.03	\$42.05
Gossom, Kelly	F	\$23.62	\$39.01
Hicks, Kevin	F	\$28.03	\$46.25
Knickle, Andrew	F	\$28.03	\$46.25
Lamberis, Stephen	F	\$28.03	\$52.56
Liacos, Christopher	F	\$28.03	\$46.25
Mackey, Kevin	F	\$28.03	\$50.45
Mizzoni, Steven	F	\$28.03	\$46.25
Morrissey, Robert	F	\$25.68	\$38.52
Moseley, Heath	F	\$28.03	\$42.05
Muise, Kevin	F	\$28.03	\$46.25
Officer, James	F	\$28.03	\$52.56
O'Leary, Timothy	F	\$28.03	\$42.05
Palazola, Robert	F	\$28.03	\$50.45
Parady, Joseph	F	\$28.03	\$46.25
Piscitello, Ronald	F	\$28.03	\$46.25
Quinn, Michael	F	\$28.03	\$52.56
Quinn, Thomas	F	\$28.03	\$52.56
Scola, Michael	F	\$28.03	\$50.45
Simoes Troy	F	\$28.03	\$42.05
Stuart, Leon	F	\$28.03	\$42.05
Sutera, Peter	F	\$28.03	\$50.45
Trefry, Jonathan	F	\$28.03	\$50.45
Tucker, Richard	F	\$23.62	\$37.58

Please use additional pages if needed.

C.



Network Administration and Maintenance Agreement FY16

The Client:

Gloucester Police Department
197 Main Street
Gloucester, MA 01931

Contact Information:

Contact Name:	Chief Campanello
Contact Phone:	(978)283-1212
Contact Email:	lcampanello@gloucester-ma.gov

Confidentiality

The information put forth in this document shall not be disclosed outside of the intended organization listed above and shall not be duplicated, used or disclosed in whole or in part without the express permission of Delphi or The Client for protection of intellectual property. This agreement is subject to the Public Records Laws.

Statement of Work

This Statement of Work (SOW) defines the scope of work to be performed by Delphi Technology Solutions, Inc. or its assignees under the terms and conditions of Delphi *and The Client*. This SOW defines the tasks, provides an estimated schedule, and explains the responsibilities of both Delphi and The Client.

General Assumptions

Estimates included in this SOW are based upon certain key assumptions. The following General Assumptions are standard to each SOW. An additional section entitled Project Specific Assumptions appears later in this document. Any deviations to these General Assumptions and/or Project Specific Assumptions that arise during the proposed project will be managed according to the procedures described in the Project Change Control Procedure.

Hardware/Software

Hardware and Software components are not included in this SOW, except where otherwise indicated.

Service Periods

Delphi will provide services during standard business hours, 8:30AM to 5:00PM, Monday through Friday. Services performed outside of the standard service hours will be considered 'non-standard' hours, and will be performed only at the request of the client. These hours will be billed at 1.5 times the standard hourly rate.

Any additional professional services required outside of this agreement will be billed on a time and material basis and must be mutually agreed upon by Delphi and The Client.

Scope of Services

Delphi will provide qualified network administrators and consultants to work with the client's staff members to administer and maintain the network infrastructure as it relates to any Computer Assisted Dispatch (CAD) systems as directed by the Client.

Delphi Technology Solutions is not responsible for hardware or software that is not related to providing network infrastructure. Examples include financial software, payroll software, everyday use applications like word processors, non-functioning peripherals and the like.

Delphi Technology Solutions will make every effort to assist with hardware and software that are not related to network infrastructure, however, the support of this hardware or software lies primarily with the manufacturer. At the request of the client, Delphi will work on its own or with the manufacturer in order to resolve issues with these items or assist employees with use of these items. In all cases, Delphi's usual charges will apply.

Delphi Technology Solutions, Inc. Responsibilities

Delphi will:

Complete network administration, maintenance and troubleshooting tasks and projects as directed by the designee of the client. Tasks completed as time allows within the monthly, pre-scheduled maintenance agreement hours.

Client Responsibilities

The Client agrees to designate a representative who will be the focal point for all communication with us relative to this Statement of Work and:

1. Will have the authority to act on The Client's behalf in matters regarding this Statement of Work
2. Provide suitable workspace with telephone, e-mail and internet access for our consultants while working on your premises
3. Provide access to servers and workstations during the hours we agree upon
4. Provide the consultant the user ID parameters, passwords and other related information which is required to enable us to complete this service
5. Provide suitable and sufficient storage media for the protection of the programs and others tasks that the Delphi consultants will be working on

6. Provide client staff members to test the implementation and provide a statement that the implementation works as outlined in this statement of work.

Purchase Order Line Items

In order to facilitate timely invoicing, Delphi recommends that the Purchase Order for this account show the following line items at a minimum:

- 1) Professional Services per hour (or project based) as indicated above
- 2) Other out-of-pocket expenses to be billed only if incurred.

Usual Charges

Delphi will invoice the client on an hourly basis for those professional services performed/products supplied under this Statement of Work.

All support calls to Microsoft or any other company are billed to The Client at actual cost.

The professional charges for this consulting engagement are:

\$125.00/hour for each Delphi consultant for on-site work during the agreed pre-scheduled maintenance hours.

\$125.00/hour for each Delphi consultant for any on-site work during standard hours that are not part of the weekly, pre-scheduled maintenance hours.

\$187.50/hour for each Delphi consultant for any on-site work during non-standard hours.

\$95.00/hour for any Delphi consultant engaged in telephone technical support.

Minimum onsite billable time is 1 hour. Minimum remote billable time is 0.5 hour.

Payment Terms

This agreement will be invoiced in one invoice. The total cost outlined in this statement of work is \$26,786.00.

Project Change Control Procedure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
2. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or

party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Employee -- Non-Compete

During the duration of this Statement of work, neither party will approach or engage in activities to recruit employees, sub-contractors or others involved in this activity by either company.

Schedule

Prescheduled maintenance hours shall be determined by the Client and Delphi. The actual day of the week and time of day when services will be rendered will be mutually agreed upon by Delphi Technology Solutions and the Client at the time of contract execution. Modifications to this maintenance schedule shall be mutually agreed to in advance by the Delphi Project Manager or consultant and the client.

Scheduling or services provided outside the above maintenance hours shall be mutually agreed to in advance by the Delphi Project Manager or consultant and the client.

Upon signing and sending this document to Delphi, the Client agrees to the conditions put forth herein, and services to be performed between the following dates:

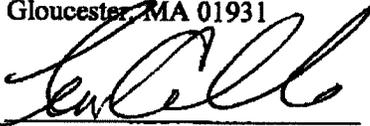
Effective date: **December 1, 2015**

Expire date: **June 30, 2016**

State Bid Vendor ID Code SHI: VC6000262232 ITS42

Delphi maintenance contracts are renewed at at 1.5% increase, unless Delphi Technology Solutions, Inc. is notified 60 days in advance of revised renewal date of record.

Agreed To:
City of Gloucester
197 Main Street
Gloucester, MA 01931



City of Gloucester Designee

Agreed Date

Agreed To:
Delphi Technology Solutions, Inc.
226 Lowell St, B4
Wilmington, MA 01887

Delphi Technology Solutions, Inc.

Agreed Date



C.

Pricing Proposal
Quotation #: 9833094
Created On: 6/15/2015
Valid Until: 10/30/2015

Gloucester Police Department

Inside Account Manager

Leonard Campanello
197 Main Street
Gloucester, MA 01930
United States
Phone: (978) 283-1212
Fax:
Email: Lcampanello@gloucester-ma.gov

Jonathan Gaudet
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-8404
Fax: 732-652-8405
Email: Jonathan_Gaudet@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DELPHI TECHNOLOGY SOLUTIONS - Network Maintenance Delphi Technology Solutions - Part#: NPN-DELPH-NETWO-A Coverage Term: 12/1/2015 – 6/30/2016	1	\$26,786.00	\$26,786.00
		Total	\$26,786.00

Additional Comments

ITS-42 STATE CONTRACT (AFTER 7/1/2015 IT WILL BE ITS-58)

SHI VENDOR CODE VC60000262232

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



GLOUCESTER POLICE DEPARTMENT
Office of the Chief of Police
197 Main Street
Gloucester, MA 01930

Chief Leonard Campanello
(978)281-9775

Memorandum

October 14, 2015

To: Mayor Sefatia Romeo Theken

From: Chief Leonard Campanello

RE: U.S. DEA Overtime Funding for FY2016

Mayor Romeo Theken,

The Gloucester Police Department has had a detective assigned to the Drug Enforcement Agency for the past six years. As part of this agreement, the DEA will reimburse the city for the first \$17,548.00 in overtime for this officer for FY2016. This has been a long standing yearly agreement between the DEA and the Gloucester Police Department, as well as all other communities that participate in the program.

There is no match requirement for this grant. I am requesting this correspondence be forwarded to City Council for approval to accept the funding up to \$17,548.00 in reimbursement overtime costs for Fiscal 2016.

Respectfully,

Leonard Campanello
Chief of Police



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal Other _____

Name of Grant: FY16 Organized Crime Drug Enforcement Task Force

Department Applying for Grant: Police Department

Agency-Federal or State application is requested from: Drug Enforcement Admin. (DEA)

Object of the application: Funds for overtime worked on federal drug enforcement

Any match requirements: None

Mayor's approval to proceed: *[Signature]* 10-22-2015
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

FORM: AUDIT GRANT CHECKLIST - V.1



**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: Police Department

ACCOUNT NAME: FY16 Organized Crime Drug Enforcement Task Force

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

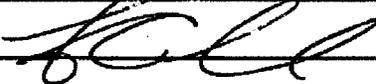
CFDA # (Required for Federal Grants): 16.004

DATE PREPARED: 10/14/15

**APPROVED
AMENDED BUDGET**

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
	\$17,548.00			\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
				\$0.00
51300	\$17,548.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$17,548.00 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE



DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____

Appendix D

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 30th day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Gloucester Police Department (hereinafter "GPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of New England, the parties hereto agree to the following:

1. The Group Two Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the New England area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the States of New England.
2. To accomplish the objectives of the Group Two Task Force, the GPD agrees to detail one (1) experienced officers to the Group Two Task Force for a period of not less than two years. During this period of assignment, the GPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The GPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The GPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Group Two Task Force, DEA will assign two (2) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Group Two Task Force, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to ___ officers assigned to the Group Two Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,548.00), per officer. *Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

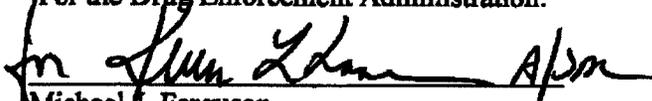
10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The GPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the GPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

For the Drug Enforcement Administration:



Michael J. Ferguson
Special Agent in Charge

Date: 9/15/15

For the Gloucester Police Department



Leonard Campanello
Chief of Police

Date: 7/31/15



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - 111, Disclosure of Lobbying Activities, in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Pt 67, for prospective participants in primarily covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notices shall include the identifier number(s) of each affected grant;

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (g) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Drug Enforcement Administration
JKF Federal Bldg., E-400
Boston, MA 02203

Check if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check if the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant, and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

Gloucester Police Department
197 Main Street
Gloucester, MA 01930

2. Application Number and/or Project Name

Drug Enforcement Administration

3. Grantee IRS/Vendor Number

046001390

4. Typed Name and Title of Authorized Representative



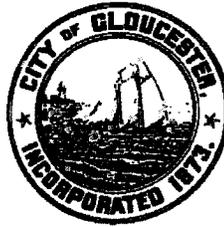
Chief Leonard Campanella, Chief

8/6/15

5. Signature

6. Date

**City Hall
Nine Dale Avenue
Gloucester, MA 01930**



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

**CITY OF GLOUCESTER
OFFICE OF THE MAYOR**

October 20, 2015

**Michael Nagle
Fiscal Officer
Massachusetts Cultural Council
10 St. James Avenue
Boston, MA 02116-3803**

Dear Mr. Nagle:

Enclosed please find the fully executed contract for the City of Gloucester which covers the transfer of FY2016 Local Cultural Council funds from the Massachusetts Cultural Council to the Gloucester Cultural Council account.

Should you require any further information, please do not hesitate to contact our office.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Seraffa Romeo Theken". The signature is fluid and cursive, with a large initial "S".

**Seraffa Romeo Theken
Mayor**

Enclosures

**cc: John Dunn, Chief Financial Officer
Kenny Costa, City Auditor**



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue, 3rd floor
Boston, MA 02116-3803

617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

October 14, 2015

Sefatia Romeo Theken, Mayor
City of Gloucester
City Hall
9 Dale Avenue
Gloucester MA 01930-3000

Dear Mayor:

Enclosed is a contract and scope of services for the City of Gloucester that covers the transfer of FY 2016 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Gloucester Cultural Council.

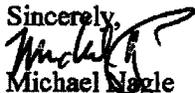
State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.

The contract includes: a signature page with the amount of the allocation (\$7,600), dates of service (July 1, 2015 to June 30, 2016), and a place to sign. You only need to sign it, include an email address if possible and make any corrections if needed. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 27, 2015.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to contact me at 617/858-2722 or by email at michael.nagle@state.ma.us.

Thank you very much.

Sincerely,

Michael Nagle
Fiscal Officer

Attachments



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/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/s): City Hall 9 Dale Avenue Legal Address: (W-8, W-4, T&C): Gloucester MA 01930-3000 Contract Manager: Sefatia Romeo Theken, Mayor E-Mail: cpantano@gloucester-ma.gov Phone: 978/281-9700 Fax: 978/281-9779 Contractor Vendor Code: VC6000192096 Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART Business Mailing Address: 10 St. James Ave. 3rd FL., Boston MA 02116 Billing Address (if different): Contract Manager: Michael Nagle E-Mail: Michael.Nagle@state.ma.us Phone: 617/858-2722 Fax: 617/727-0044 MMARS Doc ID(s): RFR/Procurement or Other ID Number:
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> 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. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>7,600</u>	
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.) <p style="text-align: center;">Local Cultural Allocation for the Gloucester Cultural Council</p>	
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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2015</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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 <u>June 30 2016</u> , 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>891 CMR 21.07</u> , 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: _____ Date: <u>10-15-15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sefatia Romeo Theken</u> Print Title: <u>MAYOR</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

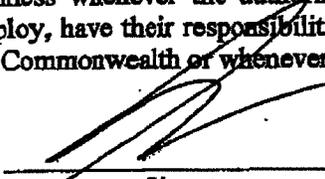
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



Signature

Date: 10-15-2015

Title: MAYOR

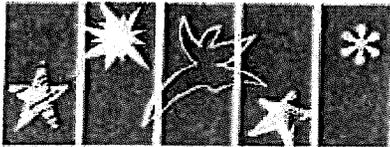
Telephone: 978-281-9700

Fax: 978-281-9738

Email: Sramcotheker@gloucester-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803

617.858.2700

800.232.0960 Toll Free

617.727.0044 Fax

mcc@art.state.ma.us E-mail

www.massculturalcouncil.org Web

Scope of Services/Budget

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in Massachusetts Cultural Council guidelines and regulations (962 CMR 2.00 – 3.00)



Department of Public Works
28 Poplar Street
Gloucester, MA 01930



TEL (978)281-9785
FAX(978)281-3896
mhale@gloucester-ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

Date: October 20, 2015

To: Mayor Sefatia Romeo Theken
James Destino, Chief Administrative Officer

From: Michael B. Hale, Director of Public Works *MBH*

Re: Repair of Blynman Canal & Stacy Boulevard Grant Acceptance Package

The Department of Public Works is pleased to report that the Executive Office of Energy & Environmental Affairs has awarded the City a grant of \$504,869.00 for the rehabilitation of the Blynman Canal and Stacy Boulevard Bulkhead.

We respectfully request that you forward the attached Grant Acceptance Package to City Council for acceptance.



City of Gloucester
Grant Application and Check List

Granting Authority: State X Federal _____ Other _____

Name of Grant: Repair of Blynman Canal & Stacy Boulevard Bulkhead

Department Applying for Grant: Department of Public Works

Agency-Federal or State application is requested from: Executive Office of Energy & Environmental Affairs

Object of the application: To secure funds to rehabilitate Blynman Canal and Stacy Boulevard Bulkhead

Any match requirements: No

Mayor's approval to proceed: [Signature] 10-22-2015
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

FORM: AUDIT GRANT CHECKLIST – V.1



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July 14, 2015

Mr. John Clarkeson, Program Administrator
Executive Office of Energy and Environmental Affairs
100 Cambridge Street - Suite 900
Boston, Massachusetts 02114

Re: RFQ ENV 16 POL 01
Dam, Levee, and Coastal Foreshore Protection Repair and Removal
Blynman Canal and Stacy Boulevard Bulkhead Improvement Project
Gloucester, Massachusetts

Dear Mr. Clarkeson and the EEA RFQ Review Team:

GZA GeoEnvironmental, Inc. (GZA), on behalf of the City of Gloucester, Department of Public Works, is pleased to submit the attached application in response to RFQ ENV 16 POL 01, Dam, Levee and Coastal Foreshore Protection and Removal: Application for Funding. This application seeks financial assistance from the Executive Office of Energy and Environmental Affairs (EEA) to assist the City with the construction funding for the Blynman Canal Bulkhead Improvement Project portion of the combined Blynman Canal and Stacy Boulevard Bulkhead Improvement Project.

The Blynman Canal and Stacy Boulevard Bulkhead Improvement Project has been designed, permitted and publically bid. The bid documents required the bidders to submit individual subtotals for each project (Project A – Blynman Canal and Project B – Stacy Boulevard) and a combined total for both projects. Newport Construction was the low bidder on the project, however the City of Gloucester was only able to award Project B – Stacy Boulevard Project on May 12, 2015 due to a funding gap in the total combined project amount. Newport Construction's low bid was higher than the total available funding for both projects. Due to the importance of both projects to maintain public access along the waterfront, protect the landside infrastructure, navigation canal and to address public safety concerns, the City of Gloucester only awarded the Project B – Stacy Boulevard Project.

The City of Gloucester is hopeful to obtain funding from the EEA to bridge the funding gap and be able to award the Project A – Blynman Canal Project to Newport Construction to reconstruct and repair this vital foreshore structure. The information provided in this RFQ grant application describes the conditions and proposed work for the Project A - Blynman Canal portion of the combined project.



Produced by Design

The City of Gloucester is committed to maintenance and repair of their coastal foreshore structures. The City has provided \$1,120,000 in local cost share money for the combined project with the remaining funds being provided through the Seaport Advisory Council and managed by the Massachusetts Conservation and Recreation, Office of Waterways (DCR).

This grant will ensure that the construction of the Blynman Canal Bulkhead will not be delayed due to the limitations of available resources.

We appreciate the opportunity to submit this RFQ response and we trust that the attached application and supporting documentation is sufficient for the EEA to select this important project for funding under Category II of the RFQ ENV 16 POL 01. If you have any questions or require any additional information, please contact us at 781-278-4806 or by email at david.smith@gza.com.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

A handwritten signature in black ink that reads 'David A. Smith'.

David A. Smith
Project Manager

Cc: Michael B. Hale, AICP, Director, Gloucester Department of Public Works



The Official Website of the Executive Office of Energy and Environmental Affairs

Energy and Environmental Affairs

EEA Home > \$10 Million Awarded for Dam and Seawall Projects

CHARLIE BAKER
GOVERNOR

KARYN POLITO
LIEUTENANT GOVERNOR

MATTHEW A. BEATON
SECRETARY

Media Contact

Katie Gronandyrke - 617-826-1129 or
katie.gronandyrke@state.ma.us

For Immediate Release - October 13, 2015

Baker-Polito Administration Awards Over \$10 Million for Dam and Seawall Projects

SCITUATE - October 13, 2015 - Governor Charlie Baker, Lieutenant Governor Karyn Polito and Energy and Environmental Affairs Secretary Matthew Beaton joined members of the legislature and community representatives today to announce over \$10 million to assist communities in addressing deteriorating dams and refurbishing critical coastal infrastructure. These awards include five dam repair projects, one dam removal, three coastal protection reconstruction projects and one levee refurbishment.

"Storm-battered seawalls and aging dams present a real hazard to the residents and small businesses in communities across the state, especially under extreme weather events," said Governor Charlie Baker. "It is important to proactively address these risks before disaster strikes, which is why this administration is focused on increasing the resiliency of the Commonwealth's infrastructure."

"There is a growing need to repair dams, coastal flood control structures and inland flood control structures that pose a risk to public health, public safety and key economic centers," said Lieutenant Governor Karyn Polito. "Governor Baker and I are committed to working with municipalities to address these issues and protect our communities from the effects of strong storms."

"After last winter's Juno blizzard, I visited a number of communities that saw real damage from intense storms worsened by the effects of climate change," said Energy and Environmental Affairs Secretary Matthew Beaton. "These awards will provide our communities with needed assistance to be able to not only increase their climate change resiliency, but also improve ecological conditions and protect our natural resources."

EEA's Dam and Seawall Program will award \$7.5 million to Gloucester, Hull, Scituate and Canton for dam projects and nearly \$2.6 million to Attleboro, Gloucester, Milbury, Swansea, Walpole and Westfield for coastal protection projects. The awards are a combination of both grants and loans to help finalize the designs for and re-construct critical infrastructure.

The program manages over \$37.5 million with 23 active projects underway and 18 completed projects throughout the Commonwealth. These awards are funded by the Dam and Seawall Repair or Removal Fund, established in 2013, as well as the Governor's annual capital budget.

Dam Projects

Attleboro: \$125,500 grant for design and permitting for repair of the Dodgeville Pond Dam

The Dodgeville Pond Dam is a Significant Hazard (Class II) structure in Poor condition. The scope of the rehabilitation design will address the deficiencies identified in recent engineering inspections performed on the structure and improve flood control for the downtown reaches of the Ten Mile River. The design will include provisions to accommodate improvements to diadromous fish migrations, including a future fish ladder.

Gloucester: \$175,000 grant for design and permitting for repair of the Haskell Pond Dam

The Haskell Pond Dam is owned and managed by the City of Gloucester as part of its water supply network. The dam is a High Hazard (Class I) structure in Poor condition.

Milbury: \$500,000 grant, \$500,000 low interest loan (2%) for design, permitting, and reconstruction of the Ramahorn Pond Dam

The Ramahorn Pond Dam creates a significant recreational resource for the area. On the crest of the dam is a roadway which provides access to emergency response vehicles. This High Hazard (Class I) structure is in Poor condition. Rehabilitation of the structure will include stormwater improvements, reconstruction of the spillway, and, with the addition of a canoe launch, public access improvements.

Swansea: \$450,000 grant for reconstruction of the Swansea Dam

The Swansea Dam is a Significant Hazard (Class II) structure determined to be in Poor condition. There are a number of breaches in the structure already, and an uncontrolled release could cause serious flooding downstream and shut off Stevens Road, a vital artery serving the town government offices and emergency responders.

Walpole: \$200,000 grant for reconstruction for the Turner Pond Dam

The Turner Pond Dam is a Significant Hazard (Class II) structure in Poor condition. Refurbishing the dam will include removal of all large trees and woody vegetation as well as re-grading and stabilization of the slopes of the dam. Another goal of the project is to armor the structure in order to provide overtopping protection.

Westfield: \$831,000 grant for removal of the Winchell Reservoir Dam

This project entails demolition of the granite spillway. The west endwall will be removed to restore a more natural condition, consistent with the surrounding bank. The east endwall and gatehouse will be left in place as a reminder of the historic significance the dam played in supplying water to the city.

Coastal Protection Projects

Gloucester: \$504,889 grant for reconstruction of the Blynman Canal

Situated along Gloucester's western harbor, the Blynman Canal provides critical navigational access to the Annisquam River. The stone bulkhead along both sides of the Canal provides protection to the drawbridge that spans over the Canal along Western Avenue that allows public access to western reaches of Gloucester, particularly important to first responders in the event of an emergency. The structure also provides shoreline stabilization to Stacy Boulevard and associated underground utilities.

Hull: \$1,500,000 grant and \$1,500,000 low interest loan for final design, permitting, and reconstruction of the seawall along Crescent Beach

The existing concrete seawall and grouted stone revetment along Crescent Beach has been damaged and experienced a series of repairs since they were originally constructed. The existing seawall shows areas of cracking, spalling and breakage.

Schuette: \$1,500,000 grant and \$1,500,000 low interest loan for final design, permitting, and reconstruction of a section of the existing Oceanside Drive seawall

The project site consists of a section of the existing Oceanside Drive seawall within the vicinity of the cross streets of 11th Avenue and Kenneth Road. The plan is to fully remove and reconstruct the structure, raising the height to an elevation of 23.5 feet above Mean Low Water.

Levee Project

Canton: \$115,000 grant and \$885,000 low interest loan for final design, permitting, and reconstruction of the Neponset River Flood Reduction System (Levee)

This project consists of the Neponset River Flood Reduction System (Levee) that protects public and private land, utilities and infrastructure in downtown Canton from floods on the East Branch of the Neponset River.

"I thank Governor Baker and Lieutenant Governor Polito for continuing to make the protection of our coastal communities and their residents a priority," said State Senator Robert L. Hedlund (R-Weymouth). "As a Senator representing seven such communities, I share that commitment and I applaud local officials for their efforts in securing this new funding we've made available. As coastal assessments have shown, the need is significant and growing. I look forward to continuing to work with the Administration to further address these needs."

"Thank you to Governor Baker, Lieutenant Governor Polito and Secretary Beaton for supporting two seawall projects in my district," said State Representative Garrett J. Bradley (D-Hingham). "These awards will help Hull and Schuette protect valuable coastal infrastructure and enhance overall public safety for the community."

"The creation of the Dam and Seawall Repair and Removal Fund has been a point of personal pride," said State Representative Jim Cantwell (D-Marshfield). "I am so grateful this next round of grants has come, and I want to thank Governor Baker, Lieutenant Governor Polito, and Secretary Beaton for their attention to coastal resiliency, which includes the tour of our communities following the January 2015 coastal disaster. I also want to thank our local officials, including Schuette's DPW Director Kevin Cafferty and Town Administrator Tricia Vinchel for submitting an outstanding application and continuing to prioritize infrastructure locally. To understand the value of these regional investments in inland and coastal infrastructure, we need only to think back to the 2010 blizzard that sent ocean water over the Schuette seawall, flooding streets, setting two homes ablaze from electrical fires, and forcing the evacuation of over 80 residents. These investments will protect personal property and promote public safety."

"These awards are essential to ensuring the integrity of the Neponset River levee, which protects public and private land in downtown Canton from flooding," said State Senator Brian Joyce (D-Milton). "By investing in seawall, dam, and levee infrastructure today, we are protecting our communities and preserving our environment."

"This is an incredibly important infrastructure improvement project for our community," said State Representative William Galvin (D-Canton). "The Neponset River is a wonderful resource, but flooding has been a problem. This funding from the Dam and Seawall Program will help Canton safeguard against any disruptive future flooding."

"I thank Governor Baker, Lieutenant Governor Polito, and Secretary Beaton for their attention and support for this project to address safety concerns related to Westfield's aging Winchell Reservoir Dam," said State Senator Don Humason (R-Westfield).

"The Winchell Reservoir Dam was labeled a significant risk back in 2009," said State Representative John Vella (D-Westfield). "Since then, we've had blizzards, and other severe weather which has increased the risk the dam poses. I applaud the Baker-Polito Administration for selecting the removal of the Winchell Reservoir Dam to receive this grant. This

project will address the significant risks of the aging dam that is no longer in use and will allow the city of Westfield to initiate the removal project and further protect our natural resources while keeping a piece of the dam's history alive."

"This funding not only supports structural improvements to Ramothorn Pond Dam, but will help maintain this recreational space and aquatic resource for generations to come," said State Senator Michael O. Moore (D-Milbury). "As a Milbury resident, and after hearing from many concerned neighbors, I was pleased to advocate for the prioritization of this project and I am confident that this measure will help ensure the dam meets functional and safety standards."

"I appreciate the Baker and Polito Administration providing this support to Milbury for dam repairs," said State Representative Paul Frost (R-Auburn). "Repairing dams across our state is an important priority for public safety and the environment, and it is great to see these funds being awarded locally."

###

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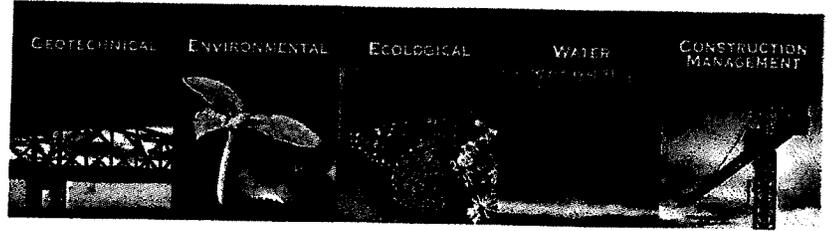
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RFQ ENV 16 POL 01

**Dam, Levee and Coastal Foreshore Protection Repair and
Removal Program**

Application for Funding

Blynman Canal and Stacy Boulevard Bulkhead Improvement Project

Submitted to:

Executive Office of Energy & Environmental Affairs
100 Cambridge Street – Suite 900
Boston, MA 02114

July 14, 2015



Applicant:

City of Gloucester, MA
9 Dale Avenue
Gloucester, MA 01930

Engineer:

GZA GeoEnvironmental, Inc.

372 Merrimac Street | Newburyport, MA 01950
781-278-4800

27 Offices Nationwide
www.gza.com

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DAM, LEVEE AND COASTAL FORESHORE PROTECTION REPAIR AND REMOVAL
APPENDIX A: APPLICATION

APPLICATION ATTACHMENT A: ADMINISTRATIVE SUMMARY
Blynman Canal and Stacy

PROJECT TITLE: Boulevard Improvement Project STATE ID # 028-003-000-072-300

LOCATION COORDINATES: Latitude 42°-36'-35.7" Longitude 070°-42'-22.1"

RESPONDING ORGANIZATION

Contact Name - Michael B. Hale, AICP Director Gloucester DPW
Address - 9 Dale Avenue, Gloucester, MA 01930
Telephone - 978-281-9785
Facsimile - 978-281-3896
Internet Address - MHale@Gloucester-MA.gov

PROJECT CATEGORY (*CHOOSE ONE*):

- Category 1 - Dams and similar unregulated impoundments
 Category 2 - Seawalls, coastal flood and/or foreshore protection
 Category 3 - Inland flood control structures and levees, excluding dams and similar unregulated impoundments

FUNDS SOUGHT FROM PROGRAM

State Funds via EEA \$ 504,869.00

Anticipated Matching Funds (*cash and in-kind*) \$ 1,125,000 (Local), \$5,600,000 (Seaport), \$200,000 (DCR)
Sources (*Federal? State? Local?*): Local and State

AUTHORIZED APPLICATION SIGNATURE

Signature Michael B. Hale Date 7/14/15

Print Name and Title Michael B. Hale, AICP Director, Gloucester DPW

I certify that I have read RFQ ENV 16 POL 01, including the Supplemental Terms and Conditions, and comply with all terms including Item 23: Anti-Collusion.

Signature Michael B. Hale Date 2015 July 14

**RFQ ENV 16 POL 01
DAM, LEVEE AND COASTAL INFRASTRUCTURE
REPAIR AND REMOVAL PROGRAM
APPLICATION FOR FUNDING**

**BLYNMAN CANAL AND STACY BOULEVARD BULKHEAD IMPROVEMENT PROJECT
CITY OF GLOUCESTER**

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PART I – PROJECT IDENTIFICATION & NARRATIVE

The Blynman Canal and Stacy Boulevard Bulkhead Improvement Project is a combined City of Gloucester Project involving two projects:

Project A – Blynman Canal - the reconstruction and repairs to the existing stone/concrete bulkhead utilizing existing stones and new cast-in-place concrete to construct a new reinforced concrete/stone veneer faced bulkhead. Work to also include steel sheetpile cofferdam, reinforced concrete footing, granite barrier wall, reinforced concrete sidewalks, miscellaneous site improvements, installation of new metal railings, loaming and seeding, irrigation and site restoration

Project B – Stacy Boulevard – includes phased excavation, demolition and removal, installation of a reinforced concrete footing, reconstruction of the mortared stone bulkhead utilizing existing and supplemental stones and cast-in-place reinforced concrete construction, installation of filter fabric with drainage system, backfilling, reconstruction of the existing stone revetment, resetting of existing or supplemental granite capstones, reconstruction of granite stairways, installation of new railings, new reinforced concrete sidewalks, restoration of park site features including upgrades to lighting, irrigation, sodding and miscellaneous existing park features.

The Blynman Canal and Stacy Boulevard Bulkhead Improvement Project has been designed, permitted and publically bid. Newport Construction was the low bidder on the project, however the City of Gloucester was only able to award Project B – Stacy Boulevard Project on May 12, 2015 due to a funding gap. Newport Construction's low bid was higher than the total available funding for both projects. Due to the importance of both projects to maintain public access along the waterfront, protect the landside infrastructure and to address public safety concerns, it was determined by the City to award Project B – Stacy Boulevard Project.

The City of Gloucester is hopeful to obtain funding from the EEA to bridge the funding gap and award the Project A – Blynman Canal Project to Newport Construction to reconstruct and repair this vital foreshore structure. The information provided in this RFQ grant application describes the conditions and proposed work for the Project A - Blynman Canal project.

A. REVIEW OF CURRENT CONDITIONS**GENERAL PROJECT AREA**

The site is located along the northern shoreline of the Blynman Canal at the intersection of the Annisquam River and Gloucester Harbor (Western Harbor) just east of Western Avenue. The historic stone bulkhead along both sides of the Canal provides protection to the drawbridge that spans over the Canal along Western Avenue and shoreline stabilization to Stacy Boulevard and associated underground utilities along with providing safe passage for boaters transiting between the Annisquam River and Gloucester Harbor.

The bulkhead was constructed as a mortared cut stone seawall with a granite cap and steel pipe railings providing protection to the drawbridge and a navigational way through the canal. The bulkhead was originally built in the 1600s and re-constructed over 100 years ago and has undergone many repairs since.

The structure is located in a FEMA Velocity Zone VE with full exposure to storms from the South/Southwest.

CURRENT CONDITIONS

The Blynman Canal granite block bulkhead, as defined within the above limits, was observed to be in poor condition. Appendix F provides photographs illustrating existing conditions observed. The wall is basically divided up into 2 sections; the lower height wall along the canal side (approx. 112 lf long) and the circular peninsula wall (approximately 90 lf long). The overall condition of the bulkhead is divided into these two areas as listed below:

Station 0+00 to Station 1+12 (~112 lf)

The seawall from Station 0+00 to 1+12 represents the portion of the northeast canal wall from the bridge abutment to the start of the circular “peninsula” wall section. From available plans, it appears that the Canal was widened and the northeast wall was reconstructed in a new location along with the construction of a large utility tunnel underneath the canal on or around 1905. Various repairs and reconstruction work have been performed on the Canal seawall over the years with portions of the wall having been rebuilt around 1952 after a bulge in the seawall warranted replacement.

The granite block seawall from Station 0+00 to 1+12 is comprised of a gravity wall structure with a reinforced concrete cap. The wall has an exposed height of 16 to 17 feet with the base of the wall observed to be at around elevation -2.5 mean low water datum. There is no evidence either by visual observation or review of available documents that the wall is constructed on a footing. There is a riprap slope from the base of the bulkhead sloping down toward the Canal.

The condition of the seawall was observed to be in poor condition. The inspection found numerous locations (approximately 50 to 60 lineal feet) along the canal wall where the wall is undermined with voids ranging from 4 to 12 inches in height to greater than 6 feet in depth. In addition, large gaps/voids were observed between the granite block courses especially between the first and second row of granite blocks with voids greater than 6 feet in depth. Approximately half way along the wall length, near Station 0+65, the wall is bowed with large gaps and missing mortar between the blocks. Mortar debris was found along the wall base. In the location of the wall bow, the second course stones are approximately 6 to 12 inches offset (toward the canal) from the row of base stones below.

The landside features behind this portion of wall include the bridge tenders house near Station 0+00 and a sloped grassed to a concrete sidewalk leading from the house and roadway to the peninsula head. The sidewalk is located approximately 13 to 15 feet landward from the top of the wall. The grass area and sidewalk was observed to have evidence of prior settlement.

Station 1+12 to Station 2+02 (~90 lf)

The seawall from Station 1+12 to 2+02 represents the approximate 90 lineal foot circular “peninsula” portion of the northeast canal wall. This portion of the wall was constructed on or around 1924 and represents the western limits of the of Fisherman’s Statue/Stacy Boulevard project during that time period. The wall is constructed as a gravity granite block wall structure

with a reinforced concrete cap with steel railing that was apparently added at some point in time after the original construction. The wall is fronted by a dumped stone revetment from Station 1+45 to the intersection with the Stacy Boulevard wall parallel to Western Avenue. The exposed height varies from 8 to 17 feet.

Near the intersection between the lower canal wall and the circular peninsula wall, a second course stone is displaced and lying at the base of the wall. Upon visual inspection inside this void, we observed a large void that extended approximately 5 to 6 feet inside and above the opening. It appears several blocks have settled in this area as observed by the larger gaps between the stones. In addition, approximately 25 lineal foot of the circular wall was undermined with voids ranging from 4 to 8 inches in height to 24 to 72 inches in depth.

Several utility drains were observed penetrating through the wall in various locations around the "peninsula" area. A steel manhole cover was observed in the peninsula sidewalk area. Below the manhole cover was an approximate 6 foot by 6 foot concrete manhole shaft that appears to house an abandoned +/- 24 inch diameter sewer outfall pipe. The pipe was capped and appears to lead landward toward a former adjacent pump station.

Other landside features include concrete slab sidewalks that occupy the peninsula area, park features including benches, railings and a viewing scope. The concrete sidewalks have settled in various locations posing a safety hazard for pedestrians. The railing is old and in poor condition.

PUBLIC PURPOSE

The protection provided by the Blynman Canal Bulkhead is especially important because the bulkhead provides protection to the Western Avenue Drawbridge foundations; the associated Bridgetender's House, support of land to maintain the navigational canal and protection to the landside infrastructure including the underground utilities and the buried masonry tunnel underneath the canal. The landside walkway provides a valuable public access along Gloucester's outer Harbor and provides a pathway to the historic Fisherman's Statue located to the north of the bulkhead.

PROPOSED PROJECT

The proposed work involves the removal of the existing granite stone bulkhead in select areas and partial removal of the granite stone bulkhead in other areas, removal of existing fill and the existing abandoned sewer system, as shown on the attached drawings. The majority of the work will include the installation of a new reinforced concrete gravity bulkhead with granite stone facing supported on a spread footing foundation system, similar to the opposite, southern Blynman Canal Bulkhead that was reconstructed in 2003. The anticipated construction procedure is as follows:

1. Mortar joint repairs from Station 0+00 to Station 0+06.
2. Install of dowels and reinforcing on exterior face of bulkhead from approximately Station 0+06 to Station 0+30 at times of low tide.

3. Installation of an approximate 150-foot long steel sheetpile cofferdam on the seaward side of the existing bulkhead. The steel sheetpile cofferdam will be installed approximately 1-foot seaward, fronting the existing structure.
4. Provide concrete filling between the existing bulkhead and steel sheetpiling from Station 0+06 to Station 0+30 up to elevation +4, mean low water datum (MLW).
5. Minor bulkhead/joint repairs from +4 MLW to top of bulkhead from approximate Station 0+00 to Station 0+13.
6. Excavate and remove the upper portion of the existing bulkhead from Station 0+13 to Station 0+30 down to elevation +4.0 MLW.
7. Install landside steel sheetpile temporary cofferdam from Station 0+30 to 1+50 while maintaining a minimum of 5 feet clear distance from the east side of the tunnel wall. Connect the seaward sheetpiling cofferdam bulkhead with the landside steel piling retention bulkhead. Brace and secure cofferdam as necessary. Horizontal struts shall be installed between the two sheetpile walls prior to removal of the existing bulkhead.
8. After the steel sheeting is positioned and driven to the proper depths, the existing granite stone bulkhead and soil and riprap base will be removed by an excavator to the required depth. The soil will be retained and temporarily stockpiled in a location agreed to upon by the Engineer and City. Stockpiled soil to be covered with erosion control placed around the fill. Reconstruct bulkhead within existing footprint utilizing a reinforced concrete bulkhead and footing with a granite stone veneer from Station 0+13 to 0+30 up to elevation +14.1 (original wall height). Backfill as required with stockpiled material.
9. Bulkhead construction work will be performed incrementally along the bulkhead length. A concrete footing will be placed at the elevation, size and location as required. Granite block facing will be set in increments onto the concrete footing with the concrete retaining wall poured in increments from approximately Station 0+30 to approximately Station 1+50. The bulkhead will be constructed in a phased approach along the length. Existing abandoned utility shafts and outfall pipes to be removed.
10. Supplemental granite stones may need to be brought to the site and used in combination with the existing granite stones as a fascia that is placed seaward of the concrete bulkhead. Granite stones will be set incrementally along the length and at incremental heights. #6 Dowels will be placed to anchor the veneer stones. Concrete will be poured using the set granite blocks as a form. Contractor to proceed incrementally along the length until completed. A granite cap stone will be placed. All joints will be mortared with grout.
11. Filter fabric will be placed landward on the excavation side of the concrete bulkhead and backfilled. The backfilling material to be placed at one foot increments and compacted per specifications. Cofferdam steel sheeting on the seaward side of the bulkhead is to be cut at mud line (Station 0+30 to Station 1+50) and cut off at elevation +4 (Station 0+06 to Station 0+30) and will remain in place once granite fascia placement is complete. Landside temporary steel sheeting bulkhead to be fully removed.

12. Construct/install perpendicular wall from the bulkhead wall at Station 0+30 to the sidewalk edge near the northeast corner of the Bridgetender's House.
13. The bulkhead from Station 1+50 to approximately Station 2+00 will involve removal of concrete cap, excavate behind wall down to approximately elevation +6.0, installation of filter fabric, backfill and reconstruct upper wall with granite blocks.

SUMMARY

- Existing Granite Stone Masonry Bulkhead/Seawall, approximately 200 feet in length
- Important Public Access Location
- Provides support of land to maintain the Blynman Canal, an important and highly utilized navigational Channel into the Annisquam River.
- Originally constructed in the 1600's. Reconstructed approximately 100 years ago with repairs performed in the 1950's.
- Condition Rating: D – Poor
- Priority Rating: IV - High Priority
- "Shovel Ready" – Design, permitting and contract documents completed. Contractor ready to start in the Fall 2015.

B. ENVIRONMENTAL CONCERNS

Due to the protection of the navigational canal, adjacent bridge foundation protection and the presence of infrastructure water, gas, telecommunications, and electric systems, the environmental impact of seawall failure would be substantial.

The installation of the steel sheetpile cofferdam is necessary for control of water during and to prevent erosion during construction. Without the cofferdam, the excavated slope could erode into the canal during construction. Once construction has been completed the cofferdam will prevent future footing/bottom of bulkhead scour and undermining which could lead to erosion of soil within the canal.

The proposed work on the site is subject to impacts from storm events. The contractor will carefully and continuously monitor the weather and forecasts and prepare and secure site for weather and rising water as necessary. The increase in bulkhead height over approximately 100 feet of length will prevent sinkholes and loss of soil into the water which currently occurs during flooding or extreme tide events.

The majority of the proposed work will be performed with land-based equipment with the possible use of work skiffs as necessary. This is to avoid navigational channel impacts and to landside resource areas including Land Under the Ocean.

Stockpiled soil for reuse or possible disposal will be covered with erosion control established to prevent loss of soil into the water.

The project is a water-dependent project that will be constructed using the best available measures to minimize adverse impacts to the Resource Areas as defined by the Massachusetts Wetlands Protection Act (WPA). Environmental permits have been secured for this project.

C. PROJECT PLAN

The proposed work is required to stabilize and improve the function of the existing bulkhead in providing stability and continued pedestrian access along the waterfront at the Blynman Canal Bulkhead. The walkway have provided access and passive recreation to the community for many decades. The overall deteriorated present condition of the existing bulkhead is prone to more frequent, physical and environmental catastrophic and costly damage if the structures are not rehabilitated in the near future. The bulkhead provides protection to the bridge foundations, support of land to maintain the navigational canal and protects the landside infrastructure including the Bridgetender's house and underground utilities including the buried masonry tunnel underneath the canal.

The current advanced deteriorated condition of the bulkhead makes the reconstruction of the bulkhead with a new foundation and mortared stone the most appropriate improvement plan. The bulkhead height will be raised along the canal portion of the structure (Sta 0+13 to 1+12). The increased height will improve flood and storm protection to landside structures. The design of the bulkhead reconstruction will provide for a reduced life cycle costs due to the improved concrete/granite block wall design. Less maintenance will be required in the future. The proposed project has been designed to minimize impacts to resource areas. Any impacts incurred through construction of this project will be temporary and will be restored in place or will be mitigated.

PART I I-- PROPONENT QUALIFICATIONS

CONTACT INFORMATION

Structure Owner	City of Gloucester
Applicant Name:	City of Gloucester
Applicant Representative:	Michael B. Hale, AICP, Director, Gloucester Department of Public Works
Telephone Number:	(978) 281-9785
Email Address:	mhale@gloucester-ma.gov

Consultant:	GZA GeoEnvironmental, Inc.
Contact Name:	David A. Smith, Project Manager
Telephone Number:	(781) 278-4806
Email Address:	david.smith@gza.com

EXPERIENCE OF APPLICANT

The City of Gloucester (City) has a long history of implementing maintenance and repair projects associated with its extensive network of shore protection structures. These projects are implemented by the Department of Public Works (DPW) Engineering Division staff. The staff of the DPW has considerable experience managing projects similar in both magnitude and complexity to the Blynman

Canal Bulkhead Improvement Project presented in this application. The City reconstructed the Blynman Canal (south side) Bulkhead back in 2003 involving similar type construction methods.

The DPW is responsible for all aspects of coastal project implementation including project planning and development, project funding, consultant selection and management, permitting oversight, and general construction oversight and administration. The City, through the DPW Division, has also successfully undertaken multiple state-funded projects in the past utilizing grants distributed through the Department of Conservation and Recreation (DCR) as well as through the Massachusetts Water Pollution Abatement Trust revolving fund for water and wastewater projects.

The DPW is led by Director of Public Works, Michael B. Hale, AICP. Mr. Hale is a highly accomplished construction and operational manager with over 21 years of experience in the completion of civil engineering projects, including 15 years of experience in coordinating and implementing public works projects, and has recently overseen the completion of the Babson Reservoir Dam Rehabilitation which was funded through the EOEEA Grant Program. Prior to becoming the DPW Director, Mr. Hale was City Engineer and Assistant City Engineer prior.

The City has selected GZA GeoEnvironmental, Inc. (GZA) as its engineering consultant for this project. GZA has extensive experience with a wide variety of coastal protection projects including specific experience in the City of Gloucester. Mr. David Smith, Project Manager at GZA has worked closely with the City of Gloucester and Mr. Hale since 1999 on various coastal foreshore projects. Information regarding GZA's capabilities and résumés of key project team members are provided in Appendix E.

PERMITTING EXPERIENCE

Extensive permitting has been required for many of the seawall projects completed by the City within the last 15 years. Environmental permits have been secured for both the Blynman Canal and Stacy Boulevard Bulkhead Improvement Projects. Permits have included; MEPA Certificate; Orders of Conditions from the local Conservation Commission and review from the Massachusetts Department of Environmental Protection (MassDEP), a Special Permit from the City of Gloucester, Lowland Permit by the Gloucester City Council, MassDEP Chapter 91 Waterways Licensing, MassDEP Water Quality Certification, U.S. Army Corps of Engineers Permit, and coordination with Division of Marine Fisheries, NOAA and EPA.

Other seawall projects completed requiring extensive permitting include:

- Blynman Canal Bulkhead Reconstruction Project (south side) – Completion 2003
Consultant: Vine Associates, Inc., Newburyport, MA
Contractor: Fiore Construction, Inc.
Description: Reconstruction of the granite stone bulkhead with concrete and stone veneer (City/Seaport Funding through DCR).
- Fort Square and Cripple Cove Bulkhead Reconstruction Projects – Completion 2003
Consultant: Vine Associates, Inc., Newburyport, MA
Contractor: C&B Construction/Fiore Construction, Inc.
Description: Cripple Cove - Reconstruction in-kind of a granite stone seawall and landside improvements. Fort Square – Replacement of a granite stone seawall with a reinforced

concrete seawall and landside park/public access improvements. (City/Seaport Funding through DCR)

- **Robinson's Landing – Completion 2000**
Consultant: Vine Associates, Inc., Newburyport, MA
Contractor: Fiore Construction, Inc.
Description: Reconstruction of the granite stone bulkhead with improvement to sidewalks and adjacent roadway (City/Seaport Funding through DCR).
- **Lanes Cove Breakwater – Completion 1996**
Consultant: Breaman Engineering, MA
Contractor: RDA Construction, Inc.
Description: Reconstruction of the granite stone breakwater after severe storm damage. (City/Seaport Funding through DCR).

FINANCIAL ABILITY OF APPLICANT

The City of Gloucester is financially stable. The information below is provided the City's treasurer:



RatingsDirect®

Summary:

Gloucester, Massachusetts; General Obligation; Non-School State Programs

Primary Credit Analyst:

Apple Lo, Boston (1) 617-530-8316; apple.lo@standardandpoors.com

Secondary Contact:

Timothy J Daley, Boston (1) 617-530-8121; timothy.daley@standardandpoors.com

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Rationale

Outlook

Related Criteria And Research

Summary:**Gloucester, Massachusetts; General Obligation;
Non-School State Programs****Credit Profile**

US\$9.082 mil go mun purp loan bnchs ser 2015 due 02/01/2034

<i>Long Term Rating</i>	AA/Stable	New
Gloucester GO		
<i>Long Term Rating</i>	AA/Stable	Affirmed
Gloucester GO non-school state prog		
<i>Long Term Rating</i>	AA/Stable	Affirmed
<i>Unenhanced Rating</i>	NR(SFUR)	
<i>Underlying Rating for Credit Program</i>	AA/Stable	Affirmed

Rationale

Standard & Poor's Ratings Services has assigned its 'AA' long-term rating and stable outlook to City of Gloucester, Mass.' Series 2015 general obligation (GO) bond municipal purpose loan.

At the same time, Standard & Poor's affirmed its 'AA' long-term and underlying ratings on the city's existing GO debt. The outlook on all ratings is stable.

The city's full-faith-and-credit pledge secures the bonds. We understand that officials will use proceeds to fund various capital improvements and to refund a portion of Gloucester's debt outstanding.

The rating reflects our assessment of the following factors for Gloucester:

- A very strong economy, which benefits from participation in the broad and diverse economy of Boston;
- Strong budgetary flexibility, with available reserves at or above 8% of general fund;
- Strong budgetary performance, with consistent operating results in the general fund and total governmental funds;
- Very strong liquidity, providing very strong cash levels to cover both debt service and expenditures;
- Adequate management conditions, with standard policy and practices; and
- Adequate debt and contingent liability position, driven mostly by the city's high pension and other postemployment benefits liabilities (OPEB).

Very strong economy

We consider Gloucester's economy to be very strong, with access to Boston's broad and diverse economy in Essex County. Traditionally, county unemployment has tracked lower than that of the state and the nation; county unemployment averaged 7.5% in 2013. Gloucester has per capita incomes that reflect residents to access jobs in the neighboring areas. It has projected per capita effective buying income of 132% of the U.S. Per capita market value for the city is what we consider very strong at \$185,000 in fiscal 2015. Fiscal 2015's assessed value is \$5.3 billion, a 3%

Summary: Gloucester, Massachusetts; General Obligation; Non-School State Programs

increase from fiscal 2014.

Strong budget flexibility

In our opinion, the city's budgetary flexibility remains strong, with available reserves above 8% of expenditures for the past several years, and Gloucester has no plans to significantly spend down the reserves. Fiscal 2014's unaudited results showed available reserves at \$9.6 million (9.4% of expenditures), which is a small decline from 2013 due to higher-than-budgeted snow and ice spending. The city budgeted to use \$1.45 million free cash in fiscal 2015. Although management does not expect the fund balance to decline by the same level, if there were a drawdown, the city's budgetary flexibility would remain strong.

Strong budgetary performance

Gloucester's budgetary performance has been strong overall, in our view, with an operating deficit of 0.6% in the general fund and 0.7% in the total governmental fund in fiscal 2013. About 62% of the city's revenues are from property tax, and 22% from intergovernmental aid. Officials estimated to end fiscal 2014 with a 0.7% operating deficit in the general fund and potentially a deficit of 1% in total governmental funds when including all nonrecurring expenditures. Management adopted a balanced general fund budget for 2015 with about \$1.45 million in free cash appropriation to cover salary increase; management represented that the year-to-date result showed positive variances in the revenues. Officials hope to regenerate the majority amount of the appropriation to keep performance in line with the previous year.

Very strong liquidity

Supporting Gloucester's finances is what we consider to be very strong liquidity, with total government available cash as a percent of total governmental fund expenditures at 14% and as a percent of debt service at 229%. We believe the city has strong access to external liquidity. It has issued GO bonds and bond anticipation notes frequently in the past 15 years.

Adequate management

Standard & Poor's considers Gloucester's financial management practices "standard" under its Financial Management Assessment methodology, indicating the finance department maintains adequate policies in most, but not all, key areas. Highlights include frequent budget monitoring and reports to city officials, an investment policy guided by state statute with frequent reports on performances, and a capital improvement plan that is updated annually and shared with officials. The city's mayor has resigned lately to work for the new governor; the interim mayor is a long-term city councilor and has no plan to drastically change Gloucester's policies and practices.

Adequate debt and contingent liability profile

In our opinion, Gloucester's debt and contingent liability profile is adequate, with total governmental fund debt service as a percent of total governmental fund expenditures at 6%, and with net direct debt as a percent of total governmental fund revenue at 80%. We consider overall net debt to be low, at 2% of market value. The city might issue an additional \$20 million in debt of elementary school construction and general improvements in the next two years.

Gloucester's pension plan has an unfunded accrued actuarial liability (UAAL) of nearly \$98 million and it was 45% funded as of January 2014. The city fully funded the annual required contribution (ARC) in 2013, which totaled more

Summary: Gloucester, Massachusetts; General Obligation; Non-School State Programs

than \$6 million and has been rising in recent years. The city's large unfunded OPEB liabilities are a long-term credit consideration. Although Gloucester has established a trust to lower the liability, we believe there remain considerable challenges in its capacity to fully fund the ARC. As of June 30, 2011, the UAAL was more than \$200 million. Combined pension cost and OPEB pay-as-you-go contributions were 11% of total governmental funds expenditures in fiscal 2013 and we believe costs will continue to rise.

Strong Institutional Framework

We consider the Institutional Framework score for Massachusetts municipalities strong.

Outlook

The stable outlook reflects what we view as Gloucester's very strong economy and liquidity. We do not expect to change the rating within our two-year outlook horizon due to our expectation that the city will maintain strong budget flexibility and financial performance. A consideration of a positive rating action over time would require further actions to mitigate the effects of Gloucester's long-term liabilities. While unlikely, significant declines in the city's financial performance and flexibility, caused by rising pension and OPEB costs, could pressure the rating downward.

Related Criteria And Research

Related Criteria

- *SPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013*

Related Research

- *S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013*
- *Institutional Framework Overview: Massachusetts Local Governments*

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PART III – PROJECT SCHEDULE & COST ESTIMATES

The City of Gloucester will award the contract to Newport Construction, pending the securing of additional funds to bridge the funding gap. Pending funding schedule, it is anticipated by the City the contractor will commence on the Blyman Canal project starting on or around the end of October, 2015 and be completed by May 2016.

The following table presents the contractor bid for this project, amount of funding (Seaport, DCR and Local) available, less design, engineering, permitting and construction administration fee, construction oversight services and a 10% contingency:

ITEM No.	QTY.	UNIT	ITEM DESCRIPTION	Newport Construction Corp. 145 Temple Street Nashua, NH 03060	
				UNIT BID (\$)	TOTAL BID (\$)
PROJECT A - BLYNMAN CANAL					
02000-1(A)	1	Lump Sum	Site Preparation	30,000.00	50,000.00
02000-2(A)	1	Allowance	Police Detail	5,000.00	5,000.00
02100-1(A)	1	Lump Sum	Demolition and Removal	150,000.00	150,000.00
02110-1(A)	1	Lump Sum	Steel Sheetpile Cofferdam	325,000.00	325,000.00
02220-1(A)	800	Cubic Yards	Gravel Borrow	20.00	20,000.00
02220-2(A)	1000	Square Yards	Filter Fabric	5.00	5,000.00
02220-3(A)	580	Cubic Yards	Crushed Stone	40.00	23,200.00
02220-4(A)	187	Lineal Foot	Drainage Field/Weepholes	23.00	4,675.00
02250-1(A)	13	Lineal Foot	Stone Bulkhead Repairs (Sta. 0+00 to 0+13)	1,000.00	13,000.00
02250-2(A)	17	Lineal Foot	Stone Bulkhead Reconstruction (Sta. 0+13 to 0+30)	1,000.00	17,000.00
02250-3(A)	120	Lineal Foot	Stone/Concrete Bulkhead Reconstruction (Sta. 0+30 to 1+50)	2,500.00	300,000.00
02250-4(A)	52	Lineal Foot	Stone Bulkhead Reconstruction (Sta. 1+50 to 2+02)	1,000.00	52,000.00
02250-5(A)	19	Lineal Foot	Granite Block Barrier Wall	1,000.00	19,000.00
02250-6(A)	260	Tons	Supplemental Stone	100.00	26,000.00
02250-7(A)	60	Tons	Granite Capstone	250.00	15,000.00
02495-1(A)	1	Lump Sum	Miscellaneous Site Improvements	20,000.00	20,000.00
02900-1(A)	900	Square Yards	Loam and Sodding	10.00	9,000.00
02900-2(A)	1	Lump Sum	Irrigation System	18,000.00	18,000.00
03300-1(A)	255	Cubic Yards	Concrete Footing	400.00	102,000.00
03300-3(A)	135	Cubic Yards	Concrete Sidewalk	300.00	40,500.00
03300-4(A)	286	Lineal Foot	Concrete Curb	35.00	10,010.00
05501-1(A)	195	Lineal Foot	Rail Fence	200.00	39,000.00
PROJECT B - STACY BOULEVARD					
02000-1(B)	1	Lump Sum	Site Preparation	100,000.00	100,000.00
02000-2(B)	1	Allowance	Police Detail	5,000.00	5,000.00
02100-1(B)	1	Lump Sum	Demolition and Removal	900,000.00	900,000.00
02220-1(B)	815	Cubic Yards	Gravel Borrow	25.00	20,375.00
02220-2(B)	3700	Square Yards	Filter Fabric	5.00	18,500.00
02220-3(B)	750	Cubic Yards	Crushed Stone	40.00	30,000.00
02220-4(B)	1810	Lineal Foot	Drainage Field/Weepholes	25.00	45,250.00
02250-1(B)	2100	Cubic Yards	Stone Bulkhead Reconstruction	500.00	1,050,000.00
02250-2(B)	1795	Ton	Supplemental Stone	100.00	179,500.00
02250-3(B)	235	Ton	Granite Capstones	200.00	47,000.00
02250-4(B)	130	Cubic Yards	Stone Retaining Wall Reconstruction	250.00	32,500.00
02250-5(B)	1	Lump Sum	Stair Rehabilitation No 1 (Sta. 10+10)	25,000.00	25,000.00
02250-6(B)	1	Lump Sum	Stair Rehabilitation No 2 (Sta. 19+10)	15,000.00	15,000.00
02250-7(B)	1	Lump Sum	Stone Revetment Remove and Reset	40,000.00	40,000.00
02495-1(B)	1	Lump Sum	Miscellaneous Site Improvements	20,000.00	20,000.00
02495-2(B)	1250	Lineal Foot	Landscape Edging	10.00	12,500.00
02900-1(B)	7658	Square Yards	Loam and Sodding	10.00	76,580.00
02900-2(B)	1	Lump Sum	Irrigation System	20,000.00	20,000.00
03300-1(B)	1295	Cubic Yards	Concrete Footing	400.00	518,000.00
03300-2(B)	4100	Cubic Yards	Concrete Bulkhead Construction	400.00	1,640,000.00
03300-3(B)	610	Cubic Yards	Concrete Sidewalks	300.00	183,000.00
03400-1(B)	160	Cubic Yards	Flowable Fill	125.00	20,000.00
05501-1(B)	2354	Lineal Foot	Rail Fence	175.00	411,950.00
16000-1(B)	1	Lump Sum	Electrical	25,000.00	25,000.00
16000-2(B)	29	Each	Light Poles	6,000.00	174,000.00
PROJECT B - STACY BOULEVARD - ALTERNATE No. 1					
03300-2(B)	-4100	Cubic Yards	REDUCTION Concrete Bulkhead Reconstruction	400.00	-1,640,000.00
02250-1(B)	4100	Cubic Yards	Stone Bulkhead Reconstruction	500.00	2,050,000.00
			Net		410,000.00

Total Base Bid Project A - Blynman Canal and Total Base Bid Project B - Stacy Boulevard Bulkhead Improvement Project	6,872,540.00
Funding	
Seaport Funding	5,600,000.00
City Funding	1,125,000.00
DCR Funding	200,000.00
Design, Permitting & Construction Administration	456,335.00
Total Available Funds	6,468,645.00
Project Cost less available funds	403,895.00
Construction Administration (15% of Project Cost less available funds)	60,584.00
Contingency (10% of Project Cost less available funds)	40,390.00
Funds Sought from Program	504,869.00

PART IV – OPERATION & MAINTENANCE PLAN

The City of Gloucester has an established history of inspection, maintenance and repair of its shore protection infrastructure. The City is fully committed to maintain and improve upon their coastal foreshore structures and they provide storm protection and allow for public access along Gloucester's waterfront. The City of Gloucester's Coastal Foreshore Protection Projects completed or ongoing within the last several years include the following:

1. Robinson's Landing Seawall
2. Cripple Cove Seawall
3. Fort Square Seawall
4. Blynman Canal (south side)
5. Lanes Cove Breakwater
6. Atlantic Avenue Revetment
7. Fort Square Seawall extension
8. Cressy's Beach Revetment

RFQ ENV 16 POL 01

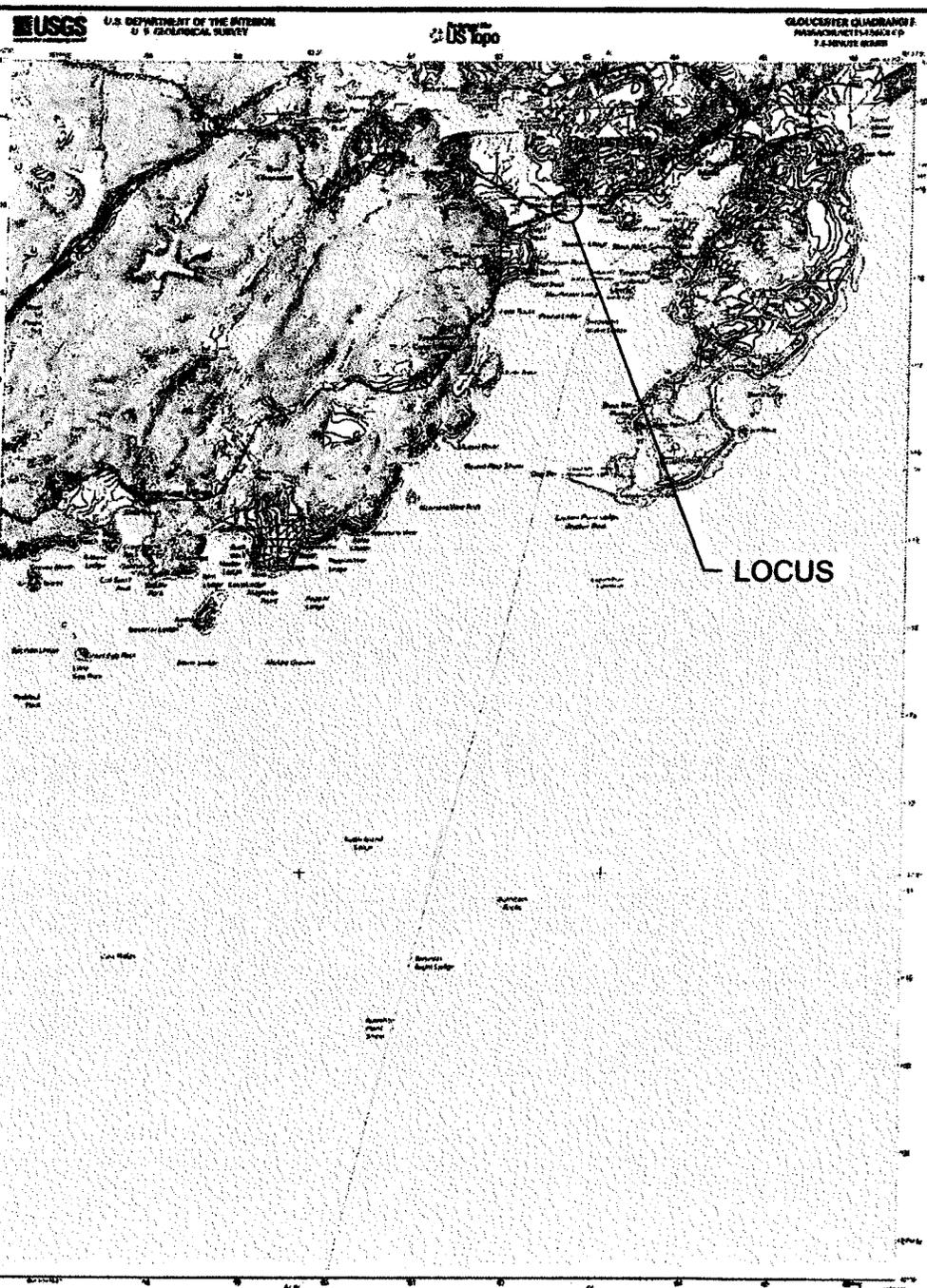
Blynman Canal and Stacy Boulevard Bulkhead Improvement Project

DAM, LEVEE AND COASTAL INFRASTRUCTURE REPAIR AND REMOVAL PROGRAM

CITY OF GLOUCESTER

**APPENDIX A
PROJECT SITE MAP**

© 2015 - GZA GeoEnvironmental, Inc. GZA-JE\172000\S\18.0172013.00 BLYNMAN CANAL BULKHEAD\FIGURES-CAD\EOEEA LOCUS PLAN.DWG 8.5X11 -PORT JULY 14, 2015 JOSHUA ZAL



USGS U.S. DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY

US Topo

GLoucester QUADRANG 7 MASSACHUSETTS 46024 P 7.5-MINUTE SERIES

SCALE 2:24 888

GLoucester, MA 01930

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BLYNMAN CANAL AND STACY BOULEVARD BULKHEAD IMPROVEMENT PROJECT

LOCUS PLAN

PREPARED BY: **GZA** GeoEnvironmental, Inc. Engineers and Scientists www.gza.com

PROJ MGR: DAS REVIEWED BY: ABB CHECKED BY: DAS
 DESIGNED BY: DAS DRAWN BY: JJZ SCALE: AS SHOWN
 DATE: JULY 2015 PROJECT NO. 18.0172013.00 REVISION NO.

PREPARED FOR: CITY OF GLOUCESTER 9 DALE AVENUE GLOUCESTER, MA 01930

FIGURE 1

SHEET NO. 1 OF 1

RFQ ENV 16 POL 01

Blynman Canal and Stacy Boulevard Bulkhead Improvement Project

DAM, LEVEE AND COASTAL INFRASTRUCTURE REPAIR AND REMOVAL PROGRAM

CITY OF GLOUCESTER

APPENDIX B
PLANNING/CONDITION REPORT



EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
MATTHEW A. BEATON
SECRETARY

ENV 16 POL 01
DAM, LEVEE AND
COASTAL FORESHORE PROTECTION REPAIR AND REMOVAL:
APPLICATION FOR FUNDING

REQUEST FOR QUOTES (RFQ)
INCLUDING APPLICATION FORMS

POSTING DATE: 13 MAY 2015

CLOSING DATE: 14 JULY 2015

OVERVIEW AND GOALS: The primary mission of the Executive Office of Energy and Environmental Affairs (EEA) is to enhance, preserve and protect the natural resources and scenic, historic and aesthetic qualities of the Commonwealth of Massachusetts. EEA seeks to enter into contracts with qualified organizations to implement projects for the repair or removal of dams, levees, seawalls, and other forms of inland and coastal flood control.

Funding for awards will be from a combination of sources, including but not limited to The Dam and Seawall Repair or Removal Fund as established by M.G.L. c. 29, §2III. Funds awarded under M.G.L. c. 29, §2III are subject to 301 CMR 15.00, entitled Provisions for Administration of the Dam and Sea Wall Repair or Removal Fund. Those regulations are posted on EEA's website (*See <http://www.mass.gov/eea/waste-mgmt-recycling/water-resources/preserving-water-resources/water-laws-and-policies/water-laws/draft-regs-re-dam-and-sea-wall-repair-or-removal-fund.html>*).

Please note that EEA does not guarantee that any contract will result from this RFQ or that any particular funding level will be awarded. For the purposes of this document, the terms *response*, *quote*, and *bid* are considered synonymous.

ITEM TO BE BID: The repair and/or removal of dams, levees, seawalls, and other forms of inland and coastal structures as defined by Category 1, Category 2 and Category 3 below.

CONTACT: John Clarkeson, Program Administrator
Executive Office of Energy and Environmental Affairs
100 Cambridge Street – Suite 900
Boston, MA 02114

RESPONSES ARE DUE: 14 July 2015 at 3:00 PM eastern time.

SINGLE/MULTIPLE CONTRACTS: EEA reserves the right to issue multiple contracts under this document. Eligible parties may file multiple responses.

SUBMISSION OF QUESTIONS: The deadline for submitting written questions is 12 June 2015 at 4:00 PM. Questions should be submitted by email to John Clarkeson (John.Clarkeson@state.ma.us).

At its discretion, EEA may publish answers to submitted questions via CommBUYS (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/commbuys/>). If posted, EEA intends to post Questions and Answers on or before 7 May 2015.

SINGLE OR MULTIPLE DEPARTMENTS MAY CONTRACT UNDER THIS RFQ: The contracts awarded under this RFQ will be issued solely by EEA.

ANTICIPATED BUDGET: EEA does not guarantee that any award will result from this Bid or that any particular funding level will be achieved. The maximum award for any one application is based upon the particular Category.

Category1: \$1,000,000.00

Category2: \$3,000,000.00

Category3: \$1,000,000.00

PREVAILING WAGE APPLICABLE: Yes.

IDENTIFICATION OF CONTRACTS WITH COMMONWEALTH AGENCIES OR DIVISIONS: Yes

IDENTIFICATION OF FINANCIALLY INTERESTED PARTIES: Yes

RESUMES OF KEY PERSONNEL: Must be submitted with application.

DISTRIBUTION: This RFQ has been distributed electronically using the CommBUYS system. It is the responsibility of all Bidders to check CommBUYS for any addenda or modifications to an RFQ to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Bidders who fail to check for amended RFQs and submit inadequate or incorrect responses. Potential bidders are advised to check the "last change" field on the summary page of any RFQ for which they submit a response to ensure they have the most recent RFQ files.

Bidders may not alter RFQ language or any RFQ component files. Bidders must respond in accordance to the RFQ directions and complete only those sections that prompt a bidder for a response. Modifications to the body of this RFQ, specifications, terms and conditions, or which change the intent of this RFQ are prohibited. Any unauthorized alterations will disqualify response.

PROJECT/APPLICANT CATEGORIES: Response applications will be accepted for projects as defined below. Responding Applicants are to review each category and submit a project application(s) for the most appropriate category. The categories for which applications for the repair or removal of infrastructure will be accepted are:

Category 1 - Dams and similar regulated and unregulated impoundments (see page 11 for details)

Category 2 - Seawalls, coastal flood and/or foreshore protection (see page 12 for details)

Category 3 - Inland flood control structures and levees, excluding dams and non-jurisdictional impoundments (see page 14 for details)

Each category has a distinct set of eligibility and selection criteria. Please be sure to review the criteria carefully.

RESPONDENT ELIGIBILITY: This RFQ is open to local governmental bodies¹ as well as charitable organizations².

FORM OF AWARDS: For the selected projects, responding applicants may be offered funding through a grant or a finance package offering a combination of grant and loan funds.

The interest rate for loans made shall be fixed at no more than 2% or one half the market rate as established by the Wall Street Journal prime rate in place at the time the application is made, whichever is greater.

In order to provide an incentive for projects that will maximize the use and/or restoration of natural systems, EEA reserves the right to modify the loan terms. Those projects which minimize or eliminate the use of hard infrastructure are eligible for a zero percent interest rate. Projects will be considered for zero percent interest if:

- design plans recognize the potential impact of climate change and improve resilience;
- implementation will improve or expand the functions of naturally occurring systems;
- the project fits into a larger comprehensive plan to improve the environmental condition; project complements other work ongoing in the local watershed.

In addition to funds available from the Dam and Sea Wall Repair or Removal Fund established by M.G.L. c. 29, 2IHH, EEA may seek supplemental funding for projects critical to the protection of public health and safety as well as key public infrastructure.

CONTRACT DURATION: The contract period will begin on the date of contract execution or a specified later date. All funds awarded from the Dam and Seawall Repair or Removal Fund must be committed within 24 months of the contract execution or be forfeited. All contracts shall be subject to available funding, whether through the appropriation and authorization of sufficient funds or the receipt of sufficient revenues. If available funding ceases for any reason, contracted partners will be notified in writing and the contract shall be deemed under suspension and contract performance must halt. A contractor will not be entitled to compensation for any performance provided during the period of contract suspension. EEA may lift the suspension, in writing, if additional funding is received. In the absence of foreseeable available funding, EEA may terminate the contract.

¹ Defined by 301 CMR 15.00 as shall include a town, city, district, commission, board and any regional local governmental unit.

² Defined by 301 CMR 15.00 as an organization that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and that is registered with the Massachusetts Office of the Attorney General as a public charity.

RESPONSE APPLICATION SUBMISSION PROCESS: Response packages, including an application (see Appendix A), and other supporting documents must be submitted on or before 14 July 2015 at 3:00 PM. Each response application must clearly identify the RFQ number (RFQ ENV 16 POL 01) on the outside of the package. A postmark will NOT be accepted for verification of date of submission. Proposals will NOT be accepted by electronic mail or fax machine. One original (clearly identified as the original), three copies, and one digital submission (on CD, DVD, or flashdrive) of each Proposal must be submitted to be considered. Printed proposals must be prepared using 12 point font and printed using double-sided format. Please avoid unnecessary documentation.

With the application submit one set of design report with 11"x 17" design drawings. These plans should be submitted folded and inserted into a sleeve.

Digital submissions must be provided in Microsoft Office compatible format or Adobe Acrobat. An electronic copy of the design report and drawings in PDF must be included with the digital submission requested above. CD/DVD's must be protected by a case and contain a label indicating the project name, the applicant, and the community in which the structure is located.

NOTE: if selected for funding, additional forms will be required to execute a contract, including:

- Commonwealth Standard Contract Form, filled out and signed by the Respondent
- Commonwealth Scope and Budget Form
- Commonwealth Terms and Conditions filled out and signed by the Respondent
- Commonwealth W-9 tax information form filled out and signed by the Respondent
- Completed Contractor Authorized Signature Verification Form
- Prompt Payment Discount Form
- Electronic Funds Transfer Form

Respondents are encouraged to review these forms prior to submission of their proposal.

Respondents may submit response applications for one or more structures. For dams and similar structures (Category 1), a separate application for each structure is required, unless the multiple structures manage a single water body. For coastal structures (Category 2), a single application for adjoining structures providing benefit for a single location may be filed. In some cases, due to project size and award limits, applicants may also consider applying for funds in distinct phases.

If submitting more than one application, respondents must submit each as a discrete and separate package. Each application is to be signed by the authorized signature of the applicant, in other words, the person under whose signature the contract will be executed must sign the application.

NOTE: Prior to submission of the application, access to the structure(s) for both construction purposes as well as ongoing maintenance must be guaranteed. This is best demonstrated by either existing outright ownership of the surrounding land by the applicant or a sufficient easement on either side of the entire structure, including the foot and/or toe, whichever provides the greatest access. Evidence of such access for the applicant to the structure for construction purposes as well as future ongoing maintenance must be provided with the Application. In the case of coastal structures, access must also ensure ongoing public access to the top of the structure.

RESPONSE FORMAT: Respondents should make their best efforts to organize their Response in the following manner:

- Part I Project Identification and Narrative
 - Section A Review of Current Conditions
 - Section B Environmental Concerns
 - Section C Project Plan
- Part II Proponent Qualifications, including key persons' resumes
- Part III Project Schedule and Cost Estimates
- Part IV Ongoing Operations and Maintenance Plans
- Appendix A Project Site Map
- Appendix B Planning Report(s) used as project basis – this includes evidence that a Full Condition Survey, as defined by the DCR Office of Waterways³, has been completed and the proposal is based on that Survey.
- Appendix C Conceptual and/or Final Design Plans (if final, they must be stamped by a registered engineer)

The Commonwealth maintains a commitment to promote equity of opportunity in state contracting and, to that end, encourages full participation of minority and women owned businesses in all areas of state contracting, including contracts for construction, design, goods and services. For more information see <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/sdo/sdp/>.

Guidance for each Response section is offered below:

Part I: Project Identification and Narrative - The purpose of the project narrative is to allow proponents to demonstrate their understanding of the nature of the problem to be addressed and how the proposed project will remedy the problem. The narrative should provide the reader a clear and concise understanding of the project, both in terms of objectives and how the project will provide public benefit upon completion, but also the potential threat(s) resulting by NOT implementing the project. The narrative should inform a reader not previously familiar with any details of the project so they gain a general understanding of the purpose and goals the applicant seeks to achieve. The narrative should be written in such a way that any technical information provided is clear to a general audience.

³ See <http://www.mass.gov/eca/docs/czm/stormsmart/scawalls/public-inventory-report-2009.pdf>, page 23.

Section A: Review of Current Conditions -

- What public purpose does the structure serve? Is there currently public access to the structure? What other public benefit(s) does the structure ensure?
- What public safety and/or public health issues will be addressed; how severe are the situations and how well has the situation been documented? At a minimum, cite recent inspection and/or evaluation reports relied upon for determining the condition of the structure.
- Identify the general project area (include a site plan/project map of sufficient scale, with project and relevant resources overlain) and describe the scope of the project and key tasks being proposed.
- Indicate whether the project is related to any regulation, permit or enforcement action. In table format, list any regulations, permits, or enforcement actions that apply, including federal administrative orders, MA administrative orders, MA order of non-compliance, federal permits, MA permits, federal regulations, and MA regulations. List the type of action, subject matter, reference number, appropriate section/page related to this project and deadlines for compliance.

Section B: Environmental Concerns -

- Describe the environmental impact(s) resulting from the current structure(s).
- Provide documentation, in the form relevant section or pages of published reports of Municipal, Local, State or Federal entities engaged in environmental protection. In the interest of ensuring a concise application, inclusion of FULL reports is NOT necessary. In the case of documenting detrimental impacts, laboratory results are also acceptable. Please provide web links (if available) and specific page references within any planning document or laboratory report referenced in support of the application. Proponents should note on the project site map where the affected resources are located. Note that any item that does not include documentation within the application will not receive consideration.
- As part of the existing structure, are there elements to promote ecological health?

Section C: Project Plan -

- Briefly describe the objectives of the project and how implementation will address the issues cited above. Describe how the project proposed will improve or expand the functions of naturally occurring systems. In all cases the applicant must demonstrate that the real benefit of the project accrues to the general public, the taxpayers who provide the financing. Examples of this might include improvement to general safety; improvement in area ecological health; the reduction of public costs either immediately or in the aftermath of a catastrophic event such as failure of the structure. Note particular benefits to be derived including:

- Increased public safety;
 - Increase in the protection of public infrastructure;
 - How potential threats due to climate change have been considered;
 - Potential improvements to water quality, including the potential restoration of MassDEP designated uses;
 - Reductions of potential adverse impacts to sensitive environmental resources. Describe how the project is expected to reduce or eliminate threats to native animals, and naturally occurring plant and resident or migratory fish species habitat or movement;
 - Reductions in life cycle costs which may be credited to project implementation, i.e., how will long term operation and maintenance costs be reduced?
- Identify what regulations and permits to which the project is subject. In table format, list any regulations, licenses or permits that apply (local, regional, state, and federal).
 - Describe how Chapter 91 public access will be provided. If access will be improved, describe what improvements will be made.
 - Have appropriate agencies (Coastal Zone Management, Division of Marine Fisheries, for example) collaborated in the development of objectives and design plans? If so, please cite evidence of this collaboration and any approvals/acceptance given.
 - Does the project complement other efforts at ecological improvement/restoration? Is this project part of a larger effort and/or contribute to other efforts in the local watershed to improve the environmental condition?
 - Cite any feasibility study(s) relied upon for the development of the project plan. You need not include complete copies of such plans, only relevant pages or segments.

Part II: Proponent Qualifications - Provide the name of the applicant including telephone number, the e-mail address of its authorized representative, and engineering consultant contact. Identify key members of the project oversight and implementation team. Include their resumes and cite the relevant experience of the these team members in performing or managing projects of this nature in the past, i.e. verify the capacity of the team to succeed in the implementation of the project in a timely fashion.

Evidence that the applicant has the authority and financial stability to repay a loan if awarded under this RFQ must be provided. Evidence of that borrowing authorization has been secured should be provided by a record of the vote of the appropriate body.

Be aware that the Department of Conservation and Recreation has pre-qualified vendors who provide design, engineering, surveying & testing services. While use of these pre-qualified vendors is not a condition of project eligibility, potential applicants may find procurement of services by these firms less cumbersome and less expensive than other bid processes. For more information contact the DCR Office of Waterways.

Part III: Project Schedule and Cost Estimates - Outline the proposed timeline for project implementation and qualified cost estimates as provided by a registered engineer. In addition to a total project cost, distinguish between those costs attributable to final design, permitting, and bid package preparation and those attributable to actual construction costs⁴.

Include an anticipated timeline for the completion of each phase of the project, and the anticipated financial draw needed to complete each phase. Proposals are required to include a projected schedule detailing anticipated completion dates for each task. For planning purposes, identify if any work is anticipated to extend beyond 30 June 2017.

If local funding in the full amount necessary to undertake the project has already been authorized, attach a copy of the appropriate documentation. Include documentation that the organization's governing authority (Town Meeting, City Council, Board of Directors, or letter of credit from a Massachusetts chartered bank) has authorized commitment to a loan of sufficient nature to meet the budget needs of the proposed project.

A **minimum** financial match of 25% of total funds requested is required. For Category 1 projects this match may be provided as either direct cash or in-kind (staff time, equipment use, etc.). For Category 2 and Category 3 project proposals, this match may be provided as either direct cash, in-kind, or by indicating an acceptance of a loan from EEA. As part of the evaluation, the review committee will consider the applicant's own commitment to the project as evidenced by local investment in the project.

Every application must include a schedule of periodic reports (quarterly updates, final project reports, etc.) as a separate task. *Note that EEA will require a minimum of 4 copies of a final report and one all inclusive digital copy, including before and after photographs, upon completion of the project. This will consist of one original, three copies, and one digital version (on CD, DVD, or flashdrive). Periodic and final reports must be prepared using 12 point font and printed using double-sided format. As-built engineering plans may be submitted folded and inserted into a sleeve. Digital submissions must be provided in Microsoft Office compatible format or Adobe Acrobat.*

Provide a detailed breakdown of the estimated technical (construction services) and construction costs. If available, provide a completed engineers estimate for each construction contract. Contingency costs may only be calculated at 10% of total estimated construction cost.

Budget proposals will be scrutinized and considered as part of the evaluation process. If an award is offered, elements of the budget may be negotiated or an award made to satisfy a portion of the budget. Prevailing wage provisions shall apply to all publicly owned structures, including organizational, administrative and other work and services, including salaries. If an award is offered, allowable project costs will include all costs deemed by EEA to be necessary and reasonable for a project, including:

⁴ NOTE: If awarded funds under this RFQ, the awardee shall have one year (12 months) from the public announcement of the award to execute a contract with EEA. All funds awarded from the Dam and Seawall Repair and Removal Fund must be committed by the Grantee within 24 months of contract execution or be forfeited.

- Execution of any agreements and sub-agreements deemed by the Secretary or designee to be critical to the project;
- Procurement, provision, and use of engineering, inspection, legal, financial, planning, geological, hydrological and other professional services, estimates and advice; permitting, and construction;
- Organizational, administrative and other work and services, including salaries, equipment and materials necessary; and,
- Training to ensure the proper operation and maintenance of the structures receiving financial assistance from the Fund, including training associated with inspections and emergency preparedness.

The following costs will NOT be considered allowable project costs and should not be included in the request for funding, but may be cited by an applicant thereby providing evidence of local commitment to the project:

- Any related costs incurred prior to the execution of an application, grant or loan with EEA;
- Ongoing operations and maintenance;
- Any costs funded by any other Federal or other State grant or loan to the applicant;
- Costs incurred by police details; and
- Costs to acquire an interest in real property.

The Agency shall not provide additional financial assistance above the total award amount regardless of additional project costs which may be incurred by the recipient of an award.

Part IV: Ongoing Operations and Maintenance Plans – For consideration of any award, recipients must sign an agreement certifying their commitment to the ongoing care and maintenance of any structure repaired/reconstructed (not removed) using funds awarded under this RFQ. Recipients will be required to submit an operations and maintenance plan for the proposed structure for review and acceptance by EEA prior to the final release of funds. Requested revisions to that plan may be required by the EEA project manager (in collaboration with supporting agencies) before the final payment is made.

Structures with new or reconstructed fishways must also secure a fishways operation and maintenance plan approved by the Division of Marine Fisheries per M.G.L. c. 130, s. 19.

Reminder: costs related to ongoing care and maintenance plan development as well as training to employees to ensure the proper operation and maintenance of the structures receiving financial assistance from the Fund, including the training associated with inspections and emergency preparedness, may be included in the proposal budgets as allowable costs.

PROJECT ELIGIBILITY AND EVALUATION CRITERIA: Respondents are to review each category and submit a project application for the most appropriate category. The evaluation criteria for each category differs so please review this section carefully prior to compiling your response application. Only projects related to existing structures will be considered eligible.

Applications for awards must demonstrate an overall benefit to the general public as a result of completion of the proposed project. Any private benefit must be incidental to the public good.

Priority shall be given to projects for structures that are owned or operated by cities, towns and charitable organizations. Priority shall be also given to those structures identified in writing by the United States Army Corps of Engineers as requiring imminent infrastructure improvement.

For all projects, preference will be given to projects that incorporate any or all of the following factors (in no particular order of preference):

- Project results in improvement to public health;
- Project results in improvement to public safety;
- Project results in protection of other public infrastructure;
- Design plan recognizes the potential impact of climate change and improves resilience;
- Applicant/applicant partner has obtained all applicable permits required to implement the project;
- Project implementation will improve or expand the functions of naturally occurring systems;
- Project fits into a larger comprehensive plan to improve the environmental condition; project complements other work ongoing in the local watershed.
- Project budget is viable for the objectives proposed;
- Applicant's (and partner's, if any) commitment to project implementation through direct contribution of funds and/or in-kind support;
- Applicant is credit worthy and not prone to default;
- Applicant/applicant partner has secured borrowing authorization;
- Applicant has proven capacity to implement the project;
- Structure is in a community with an environmental justice population.

Responding applicants must submit sufficient documentation to assure a full and complete review of the project. A **minimum** financial match of 25% of total funds requested is required. For Category 1 projects this match may be provided as either direct cash or in-kind (staff time, equipment use, etc.). For Category 2 and Category 3 project proposals, this match may be provided as either direct cash, in-kind, or by indicating an acceptance of a loan from EEA. As part of the evaluation, the review committee will consider the applicant's own commitment to the project as evidenced by local investment.

In addition to a full budget, responding applicants are to provide evidence of each evaluation item for which they seek consideration as well as a full budget proposal and current design plans including any available engineering plans. While having borrowing authorization is a preference item for the review of a proposal, note that a final award will not be made until full borrowing authorization by the appropriate governing authority is in place. Please see **RESPONSE FORMAT** (page 5, above) for greater detail.

The review team may request a site visit. Applicants will need to accompany one or more members of the procurement team on such a visit if requested. A review of the entity's financial condition (most recent audit, credit ratings, as examples) may also be conducted.

Application Category 1 - Dams and similar unregulated impoundments (Maximum Award - \$1,000,000):

Under this bid document, a dam is defined as any artificial barrier, including appurtenant works, that impounds or diverts water, and includes, but is not limited to, dams subject to the regulatory jurisdiction of DCR under 302 CMR 10.00 and other dams and similar impoundments or structures.

These barriers divert and otherwise alter the flow of rivers and streams, and also create a threat to freshwater animal, and plant and resident or migratory fish species habitat or movement. In some cases these structures help protect human life and property. In some cases, their useful purpose has passed.

These funds are provided, in part, to address the need to repair such structures where failure will likely cause loss of life and/or serious damage. Category 1 applicants should focus on the project's ability to improve the protection of essential public infrastructure, commercial and population centers, protection of tax revenue generating structures and infrastructure necessary for the supply and delivery of public utilities and emergency response activities. EEA, in recognition of its mission to enhance, preserve and protect the natural resources and scenic, historic and aesthetic qualities of the Commonwealth, also seeks projects that improve the ecology. Applicants under Category 1 may seek financial support for the repair⁵, full or partial removal⁶, as well as the reconstruction of dams and other unregulated impoundments. For this category, eligible applicants include and are limited to local government bodies⁷ and charitable organizations⁸. If a privately held structure, the applicant must demonstrate that any private benefit is incidental to the public good.

Priority will be given to structures that are classified by the Department of Conservation and Recreation as high hazard or significant hazard dams. Priority will also be given for structures:

- that have been determined to be in poor or unsafe condition;
- that are a part of a water supply system;
- for which project implementation will reduce or eliminate a threat to native animal, and naturally occurring plant and resident or migratory fish species habitat or movement;

⁵ Repair means the reconstruction, rehabilitation, or replacement, whether partial or wholly, of a structure.

⁶ Remove or Removal means the controlled dismantlement or breaching of a structure, in compliance with applicable law, to the extent that water is not impounded or diverted or no longer impeded; provided, however, that, following a controlled dismantlement or breaching, a minimal degree of impoundment necessary for agricultural uses or wetland retention and open water conditions may be allowed, so long as any impediment to fish passage has been removed and any threats to public safety or property have been alleviated

⁷ Local government body is defined as a town, city, district, commission, board and any regional local governmental unit

⁸ Charitable organizations are defined as an organization that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and that is registered with the Massachusetts Office of the Attorney General as a public charity.

Responding applicants must submit sufficient documentation to assure a full and complete review of the project. In addition to a full budget, responding applicants are to provide evidence of each item above for which they seek consideration and current design plans including engineering plans. A **minimum** financial match of 25% of total funds requested is required. For Category 1 projects this match may be provided as either direct cash or in-kind (staff time, equipment use, etc.). As part of the evaluation, the review committee will consider the applicant's own commitment to the project as evidenced by local investment. Please see **RESPONSE FORMAT** (page 5, above) for greater detail.

Applicants should consult:

- the Office of Dam Safety for guidance (<http://www.mass.gov/eca/agencies/dcr/conservation/dam-safety/>). Those considering partial or full removal may also contact the Division of Ecological Restoration (<http://www.mass.gov/eca/agencies/dfg/dcr/>);
- the Wetlands Protection Act (WPA), M.G.L. c. 131, s. 40, and the associated wetland regulations (310 CMR 10.00) (See also <http://www.mass.gov/eca/docs/dep/water/resources/a-thru-m/dmpol.pdf>).
- the Division of Marine Fisheries for guidance on diadromous fish passage requirements, fishway operations and maintenance plans (M.G.L. c. 130, s. 19), and fishway construction permits (322 CMR 7.01) (<http://www.mass.gov/eca/agencies/dfg/dmf/>).

Application Category 2 - Seawalls, coastal flood and/or foreshore protection (Maximum Award - \$3,000,000):

There are a variety of structures used to help protect property and infrastructure from damage during storm events. These include seawalls⁹, revetments¹⁰, groins¹¹, engineered beaches¹², and jetties¹³. While each of these, commonly referred to as “hard infrastructure”, have been constructed over time, research indicate naturally occurring systems (also sometimes referred to as “soft infrastructure” or “green infrastructure”) can address the hazards of coastal storm events while better protecting ecosystems.

These funds are provided, in part, to address the need to repair such structures where failure will likely cause loss of life and serious damage. Category 2 applicants should focus on the project's ability to improve both emergency response activities anticipated as well as long term protection of commercial and population centers, improve the protection of tax revenue generating structures, and/or enhance the protection of public owned infrastructure during significant coastal storm events. Examples of such

⁹ **Seawall** means a structure, often concrete or stone, built along a portion of a coast to prevent erosion and damage by wave action

¹⁰ **Revetment** means a facing of stone, concrete, etc., to protect an embankment, or shore structure, against erosion by wave action or currents

¹¹ **Groin** means a shore protection structure built (usually perpendicular to the shoreline) to trap littoral drift or impede erosion of the shore

¹² **Engineered Beach** means a beach and/or dune system that was built with sand from other areas. The beach profile was designed to protect low lying areas from storms and erosion. Once built, the beach should be maintained in accordance with the maintenance and monitoring plan.

¹³ **Jetties** means a structure extending into a body of water, which is designed to prevent shoaling of a channel by littoral materials and to direct and confine the stream or tidal flow. Jetties are built at the mouths of rivers, tidal inlets, and harbors to help deepen and stabilize a channel.

infrastructure include but are not limited to water treatment facilities, wastewater treatment facilities, water or wastewater delivery/transport systems, key transportation routes, critical energy supply infrastructure, educational facilities, emergency preparedness and first-responder equipment and facilities, and publicly owned health facilities. Each proposal will also be evaluated on its recognition of the potential impact(s) of climate change and how successful implementation will improve resilience.

EEA, in recognition of its mission to enhance, preserve and protect the natural resources and scenic, historic and aesthetic qualities of the Commonwealth, is particularly interested in funding project(s) that address coastal flood control issues while also improving natural resource and ecological values by employing/expanding the utilization of naturally occurring systems to address the hazards of climate change impacts and coastal storm events. Examples of such projects may include dune restoration, beach/berm nourishment, or salt marsh restoration, and shoreline or bank stabilization. Applicants for projects like emphasizing the improvement of naturally occurring systems to address the hazards of climate change and storm events should include a task for the project to be displayed for others as a demonstration example to promote increased use of such strategies in the future.

No funding will be provided for state agency owned or privately owned structures.

Priority shall be given to those coastal flood or wave control structures rated in fair, poor or critical condition (C-F), and that have a moderate to high protection level (III-V) in accordance with *The Massachusetts Coastal Infrastructure Inventory and Assessment Project* (see http://www.mass.gov/czm/stormsmart/resources/infrastructure/chc_inventory-summary_report_2009.pdf); or annual maintenance and monitoring reports have indicated a worsening condition or a licensed structural engineer has declared such.

Responding applicants must submit sufficient documentation to assure a full and complete review of the project. Evidence must be provided that a Full Condition Survey, as defined by the DCR Office of Waterways¹⁴, has been completed and the proposal is based on the findings of that report. In addition to a full budget, responding applicants are to provide evidence of each item above for which they seek consideration and current design plans including engineering plans. A **minimum** financial match of 25% is required. For Category 2 project proposals, this match may be provided as either direct cash, in-kind, or by indicating an acceptance of a loan from EEA. As part of the evaluation, the review committee will consider the applicant's own commitment to the project as evidenced by local investment. Please see **RESPONSE FORMAT** (page 5, above) for greater detail.

Those considering waterfront strategies should be familiar with Chapter 91 (<http://www.mass.gov/eea/agencies/massdep/water/watersheds/chapter-91-the-massachusetts-public-water-act.html>). Applicants should also review The Wetlands Protection Act (WPA), M.G.L. c. 131, s. 40, and the associated wetland regulations (310 CMR 10.00) (See also <http://www.mass.gov/eea/docs/dep/water/resources/a-thru-m/dmpol.pdf>). Technical assistance regarding coastal issues is also available from the Massachusetts Office of Coastal Zone Management (<http://www.mass.gov/eea/agencies/czm/>) as well as the Department of Conservation and Recreation Office of Waterways (<http://www.mass.gov/eea/agencies/dcr/services-and-assistance/waterways-program/>).

¹⁴ See <http://www.mass.gov/eea/docs/czm/stormsmart/seawalls/public-inventory-report-2009.pdf>, page 23. This survey is intended to aid in the permitting process.

Application Category 3 - Inland flood control structures and levees¹⁵, excluding dams and similar unregulated impoundments (Maximum Award - \$1,000,000):

Levees and other similar structures offer flood control for inland waters, commonly used to help protect economic centers, essential public utilities and key infrastructure from the hazards of storm events. While commonly referred to as “hard infrastructure”, recent research indicates natural systems (also sometimes referred to as “soft infrastructure” or “green infrastructure”) may better address the hazards of storm events while also protecting ecosystems.

These funds are provided, in part, to address the need to repair permitted and licensed inland flood control structures where failure will likely cause loss of life and/or serious damage. Category 3 applicants should focus on the project’s ability to improve the protection of essential public infrastructure, commercial and population centers, protection of tax revenue generating structures and infrastructure necessary for the supply and delivery of public utilities. EEA, in recognition of its mission to enhance, preserve and protect the natural resources and scenic, historic and aesthetic qualities of the Commonwealth, will also consider projects which improve the ecology through expanding the utilization of naturally occurring systems to address the hazards of storm events. For this category, no funding will be provided for privately owned structures.

Priority will be given to levees and other similar structures that offer flood control for inland waters that have been determined to be in critical or poor condition. A **minimum** financial match of 25% is required. For Category 2 project proposals, this match may be provided as either direct cash, in-kind, or by indicating an acceptance of a loan from EEA. As part of the evaluation, the review committee will consider the applicant’s own commitment to the project as evidenced by local investment. Please see **RESPONSE FORMAT** (page 5, above) for greater detail.

Category 3 applicants should be familiar with Chapter 91 and how it relates to inland waterways (<http://www.mass.gov/eea/agencies/massdep/water/watersheds/chapter-91-the-massachusetts-public-water-act.html>).

Applicants should also review The Wetlands Protection Act (WPA), M.G.L. c. 131, s. 40, and the associated wetland regulations (310 CMR 10.00) (See also <http://www.mass.gov/eea/docs/dep/water/resources/athu-m/dmpol.pdf>). Valuable information may also be offered by the United States Army Corps of Engineers (<http://www.usace.army.mil/Missions/CivilWorks/LeveeSafetyProgram.aspx>).

CONDITION OF AN AWARD: If awarded funds under this RFQ, the awardee shall have one year (12 months) from the public announcement of the award to execute a contract with EEA. If other related factors (for example other anticipated financial sources, partnering participant cooperation, etc.) are not resolved by the awardee thereby preventing the awardee from signing a contract, EEA reserves the right to withdraw financial support of the project.

**THE ATTACHED “SUPPLEMENTAL TERMS AND CONDITIONS” (APPENDIX B)
ARE INCORPORATED INTO THIS RFQ BY REFERENCE**

¹⁵ Levees means a dike or embankment generally of earthen materials designed to prevent riverine flooding after periods of exceptional rainfall.

**EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DAM, LEVEE AND COASTAL FORESHORE PROTECTION REPAIR AND REMOVAL
APPENDIX A: APPLICATION
APPLICATION ATTACHMENT A: ADMINISTRATIVE SUMMARY**

PROJECT TITLE: _____ **STATE ID #** _____

LOCATION COORDINATES: Latitude _____ Longitude _____

RESPONDING ORGANIZATION

Contact Name - _____

Address - _____

Telephone - _____

Facsimile - _____

Internet Address- _____

PROJECT CATEGORY (CHOOSE ONE):

- Category 1** - Dams and similar unregulated impoundments
- Category 2** - Seawalls, coastal flood and/or foreshore protection
- Category 3** - Inland flood control structures and levees, excluding dams and similar unregulated impoundments

FUNDS SOUGHT FROM PROGRAM

State Funds via EEA \$ _____

Anticipated Matching Funds (*cash and in-kind*) \$ _____

Sources (*Federal? State? Local?*): _____

AUTHORIZED APPLICATION SIGNATURE

Signature _____ Date _____

Print Name and Title _____

I certify that I have read RFQ ENV 16 POL 01, including the Supplemental Terms and Conditions, and comply with all terms including Item 23: Anti-Collusion.

Signature _____ Date _____

APPLICATION ATTACHMENT B: RESPONSE PROPOSAL

Respondents should make their best efforts to organize their Response in the following manner:

- Part I Project Identification and Narrative
 - Section A Review of Current Conditions
 - Section B Environmental Concerns
 - Section C Project Plan
- Part II Proponent Qualifications, including key persons' resumes
- Part III Project Schedule and Cost Estimation
- Part IV Ongoing Operations and Maintenance Plans
- Appendix A Project Site Map
- Appendix B Planning Report(s) used as project basis
- Appendix C Conceptual and/or Final Design Plans (stamped by a registered engineer)

Every application must include a schedule of periodic reports (quarterly updates, final project reports, etc.) as a separate task. **Note: EEA will require a minimum of four copies of a final report and one all inclusive digital copy, including before and after photographs, upon completion of the project. This will consist of one original, three copies, and one digital version (on CD, DVD, or flashdrive). Periodic and final reports must be prepared using 12 point font and printed using double-sided format. As-built engineering plans may be submitted folded and inserted into a sleeve. Digital submissions must be provided in Microsoft Office compatible format or Adobe Acrobat.**

OTHER SOURCES OF COMMITTED FUNDS - Be sure to include all other sources of other funds and the amount of cash and/or in kind services contributed or anticipated by each source. Letters of Intent from third party contributors for funds anticipated later during the design and implementation period must be submitted as part of the response application package.

APPENDIX B: EEA SUPPLEMENTAL TERMS AND CONDITIONS

1. For the purposes of these *Supplemental Terms and Conditions*, Department shall mean the Executive Office of Environmental Affairs (EEA) and the office requesting Proposals as identified within this RFQ.
2. These *Supplemental Terms and Conditions* are incorporated by reference into this RFQ. If any amendment, attachment [not including the Commonwealth's *Standard Terms and Conditions*, *Standard Form Contract*, or any other form jointly published by the Executive Office for Administration and Finance (EOAF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD), or any provision or form required by State or Federal law] or other part of this RFQ deletes, modifies, replaces or otherwise contains language that conflicts with these *Supplemental Terms and Conditions*, these *Supplemental Terms and Conditions* shall supersede and control to the extent necessary to accomplish these conditions. The remaining provisions of this RFQ shall remain in effect and enforced to the fullest extent permitted.
3. The Commonwealth's *Standard Terms and Conditions* [as currently and jointly issued by EOAF, CTR, and OSD] are incorporated by reference into this RFQ. To the extent that any amendment, attachment, condition or other part of this RFQ deletes, modifies, replaces or otherwise contains language that conflicts with the Commonwealth's *Standard Terms and Conditions*, the official printed language of the Commonwealth's *Standard Terms and Conditions* shall supersede and control to the extent necessary to accomplish its conditions. The remaining provisions of this RFQ shall remain in effect and enforced to the fullest extent permitted.
4. The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFQ. For Grants, 815 CMR 2.00: Grants and Subsidies shall apply and be incorporated into this RFQ. Words used in this RFQ shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00 or 815 CMR 2.00, if applicable). Additional definitions may also be identified in this RFQ. Unless otherwise specified in this RFQ, all communications, Proposals, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All Proposals must be submitted in accordance with the specific terms of this RFQ. No electronic Proposals may be submitted in Proposal to this RFQ.
5. Respondent Communication. Respondents are prohibited from communicating directly with any employee of EEA except as specified in this RFQ, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ. Respondents may contact the contact person for this RFQ in the event this RFQ is incomplete or the Respondent is having trouble obtaining any required attachments electronically through CommBUYS.
6. Reasonable Accommodation. Respondents with disabilities or hardships that seek reasonable accommodation, which may include the receipt of this RFQ information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Respondent requesting accommodation must submit a written statement, which describes the Respondent's disability and the requested accommodation to the contact person for the RFQ. The Department reserves the right to reject unreasonable requests.

The Department may require the Contractor to provide all materials, software, maps, studies, reports, and other products or data in alternative formats upon request.
7. Public Records. All Proposals and information submitted in Proposal to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, section 10 and Chapter 4, section 7(26). Any statements in submitted Proposals that are inconsistent with the Public Records Law shall be void and disregarded.

8. All materials, software, maps, studies, reports, and other products or data, regardless of physical form or characteristics, produced in furtherance of the Contract and funded, in whole or in part, under the Contract shall be considered in the public domain and available to EEA or its agencies at the reasonable cost of reproduction in any of the formats in which it is stored or maintained. The Contractor shall not obtain, attempt to obtain or file for a patent, copyright, trademark or any other interest in any such materials, software, maps, reports, and other products or data without the express, written consent of the Department and subject to any other approvals required by state or federal law.
9. **Best Value Selection and Negotiation.** The Department may select the Proposal(s), which demonstrates the best value overall, including proposed alternatives, that will achieve the procurement goals of the Department. The Department and a Selected Respondent, or a Contractor, may negotiate a change in any element of contract performance or cost identified in the original RFQ or the Selected Respondent's or Contractor's Proposal which results in lower costs or a more cost effective or better value than was presented in the Selected Respondent's or Contractor's original Proposal.
10. The Department reserves the right to fund a portion, change the scope, and/or delete tasks of any Proposal to more closely meet the purposes of the program or to obtain the best procurement value for the Department. Selected Respondents may decide not to enter into a contract if the revised scope does not meet its approval. The Department does not guarantee that any Contract will be awarded under the RFQ. Any potential Contract with a Selected Respondent shall be subject to the appropriation and availability of funds.
11. **Costs.** Costs that are not specifically identified in the Respondent's Proposal, and accepted by a Department as part of a Contract, will not be compensated under any contract awarded pursuant to this RFQ. The Commonwealth will not be responsible for any costs or expenses incurred by Respondents responding to this RFQ.
12. **CommBUYS.** This RFQ has been distributed electronically using the CommBUYS system, RFQ attachments that are referenced will be found either as separate .pdf files along with the RFQ at www.CommBUYS.com, or in the "OSD Forms" section at www.mass.gov/osd. Respondents are solely responsible for obtaining and completing required attachments that are identified in this RFQ and for checking CommBUYS for any addenda or modifications that are subsequently made to this RFQ or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to Respondents who fail to check for amended RFQs and submit inadequate or incorrect Proposals. Respondents are advised to check the "last change" field on the summary page of RFQs for which they intend to submit a Proposal to ensure that they have the most recent RFQ files. Respondents may not alter (manually or electronically) the RFQ language or any RFQ component files. Modifications to the body of the RFQ, specifications, terms and conditions are prohibited and may disqualify a Proposal. Respondents having difficulty obtaining any required attachments electronically through CommBUYS should seek assistance from the contact person for this RFQ.

If the Department is also distributing this RFQ directly to Respondents, those Respondents, that requested and received a copy of this RFQ directly from the Department, will be sent a copy of any modifications or amendments to the RFQ by the Department.

13. **Subcontracting.** Prior written approval of the Department is required for any subcontracted service (which includes consultants) of the contract. Contractors are responsible for the performance and oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.
14. **Affirmative Market Program (For Contracts over \$50,000 only. Not applicable to Grants).** Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, Non-M/WBE Respondents are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFQ. The highest number of points will be awarded for Proposals that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the Respondent must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the internet at www.mass.gov/somwba. M/WBEs are strongly encouraged to submit Proposals to this RFQ, either as prime vendors, as joint venture partners, or as subcontractors.

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFQ should apply for certification. A fast track application is available, and will be considered for the purposes of this RFQ. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the internet at www.mass.gov/somwba.

15. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFQ. Any estimates or past procurement volumes referenced in this RFQ are included only for the convenience of Respondents, and are not to be relied upon as any indication of future purchase levels.
16. Unless otherwise specified in this RFQ, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFQ to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the Department may consider clearly identified offers of substantially equivalent commodities and services submitted in Proposal to such reference.
17. **Alternatives.** A Proposal which fails to meet any material term or condition of the RFQ, including the submission of required attachments, may lose points or may be deemed unresponsive and disqualified. Unless otherwise specified, Respondents may submit Proposals proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated RFQ specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The Proposal should describe how any alternative achieves substantially equivalent or better performance to that of the RFQ specifications. The Department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFQ is to provide the best value of commodities and services to achieve the procurement goals of the Department. Respondents that propose discounts, uncharged commodities and services or other benefits in addition to the RFQ specifications may receive a preference or additional points under this RFQ as specified.
18. **Contract Expansion.** If additional funds become available during the contract duration period, the Department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFQ or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
19. **Environmentally Preferable Products and Services.** At the Department's sole discretion, the Department and contractor may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the Department's performance needs. Unless otherwise specified in the RFQ, during evaluation of Proposals, an EPP may be considered best value even when the price is greater than (but does not exceed 10% in price) that of a non-EPP. Respondents are encouraged to submit appropriate information to identify important environmental attributes of items being procured, even when such attributes are not being required. Information or technical assistance regarding EPPs may be obtained from OSD at 617.727.7500 ext. 351 or via the internet at <http://www.mass.gov/epp/products.htm>

20. **GIS Standards.** All GIS (Geographic Information System) data collected, compiled or created under this RFQ shall conform to standards developed or established by the Office of Geographic and Environmental Information (a/k/a MassGIS) within EEA. Such GIS data shall be made available to MassGIS upon request and at the reasonable cost of reproduction (cost to copy and/or transmit the data to MassGIS).
22. Nothing in this RFQ authorizes or purports to grant the right to any Respondent, governmental entity or other person to enter or remain on any public or private property. If access to any property is necessary in any way for any purpose, such as responding to this RFQ (e.g. surveying), that Respondent, governmental entity or other person must obtain appropriate permission authorizing such access from the person or governmental agency that has lawful control of the property.
23. **Anti-Collusion.** In reviewing Proposals to the RFQ and awarding a contract, the Department will strictly interpret all provisions of the RFQ, Proposal and contract and other state regulations to ensure that collusion or the appearance of collusion has not occurred at any stage of the contracting process. Any attempt to secure information about this procurement through procedures other than those outlined in this RFQ will be considered in violation of this provision and will result in disqualification of the Respondent.

Respondents must provide a statement with their Proposals certifying that all parties to this Proposal, including members of teaming arrangements agree that:

- A contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the Commonwealth of Massachusetts and that said laws have not been violated as they related to the procurement or the performance of the contract by any conduct, including the paying or giving of any fees, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any State employee, agent, officer or official; and
- Unless otherwise required by law, any information quoted in this Proposal, including prices, has not knowingly been disclosed by the respondent directly or indirectly to any other respondent or to any competitor and will not knowingly be disclosed by the respondent prior to award of a contract. Respondents are further advised that the contractor, including any of its employees, agents or representatives, is prohibited from paying or giving any fee, commission, compensation, gift, gratuity or consideration of any kind or amount, directly or indirectly, to any person connected with this procurement

24. **Debriefings and Appeals. (Applicable to Procurement of Services only, not applicable to Grants)** Any Respondent not selected may request a debriefing for the purposes of examining the Respondent's Proposal with a member of the RFQ review team. This debriefing will be solely for the purpose of examining this Proposal as submitted. Debriefings are designed to identify the weak areas of a Proposal and suggest improvements for future procurements. Comparisons with other Proposals will not be made during a debriefing.

If a Respondent is still unsatisfied with the selection process, that Respondent may submit a request in writing to EEA for a formal review of the RFQ section process by EEA staff.

In order to be considered for an appeal at EEA, the Respondent's request must meet the following criteria:

- 1) The request for formal review must be submitted (with a copy to the Contact Person for this RFQ identified above) via first class mail to:

Matthew A. Beaton, Secretary
Executive Office of Energy and Environmental Affairs
100 Cambridge Street - Suite 900
Boston, MA 02114

- 2) The request must be submitted to EEA within 10 days of the date of the debriefing meeting. Attendance at a debriefing is a prerequisite to filing a formal request for review.
- 3) The request must detail specific allegations that:

- a) the department failed to comply with applicable purchase of service regulations and guidelines. These would be limited to the requirements of 801 CMR 21.00 or any successor regulations, the *Procurement Policies and Procedures Handbook*, policies and procedures issued by OSD and the specifications of the RFQ; or
- b) there was a fundamental unfairness in the procurement process.

EEA may reject appeal requests based on grounds other than those stated above or those submitted without sufficient detail on the basis for the appeal. If EEA grants the request for a hearing, EEA will establish a date and time for a meeting with the Respondent that will allow the Respondent to present the allegations outlined in the request in person. The meeting will be scheduled by EEA within five days of receipt of the request.

Non-successful Respondents who participate in the EEA appeal process and remain aggrieved by the selection decision of the department may appeal the department decision to the Operational Services Division. The basis for an appeal to OSD is limited to the following grounds:

1. The competitive procurement conducted by the department failed to comply with applicable regulations and guidelines. These would be limited to the requirements of 801 CMR 21.00 or any successor regulations, the *Procurement Policies and Procedures Handbook*, subsequent policies and procedures issued by OSD, and the specifications of the RFQ; or
2. There was a fundamental unfairness in the procurement process. The allegation of unfairness or bias is one that is easier to allege than prove, consequently, the burden of proof rests with the Respondent to provide sufficient and specific evidence in support of their claim. OSD will presume that departments conducted a fair procurement absent documentation to the contrary.

Requests for an appeal must be sent to the attention of the Deputy Purchasing Agent at Room 1017, One Ashburton Place, Boston, MA 02108 and be received within fourteen (14) calendar days of the postmark of the notice of the department head's decision on appeal. Appeal requests must specify in sufficient detail the basis for the appeal. Sufficient detail requires a description of the published policy or procedure, which was applied and forms the basis for the appeal and presentation of all information that supports the claim under paragraphs 1 or 2 above.

OSD reserves the right to reject appeal requests based on grounds other than those stated above or those submitted without sufficient detail on the basis for the appeal.

The decision of the Deputy Purchasing Agent shall be rendered, in writing, setting forth the grounds for the decision within sixty (60) calendar days of receipt of the appeal request. Pending appeals to the Deputy Purchasing Agent shall not prohibit the department from proceeding with executing contracts.

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DAM, LEVEE AND COASTAL FORESHORE PROTECTION REPAIR AND REMOVAL
APPENDIX A: APPLICATION

APPLICATION ATTACHMENT A: ADMINISTRATIVE SUMMARY
Blynman Canal and Stacy

PROJECT TITLE: Boulevard Improvement Project STATE ID # 028-003-000-072-300

LOCATION COORDINATES: Latitude 42°-36'-35.7" Longitude 070°-42'-22.1"

RESPONDING ORGANIZATION

Contact Name - Michael B. Hale, AICP Director Gloucester DPW
Address - 9 Dale Avenue, Gloucester, MA 01930
Telephone - 978-281-9785
Facsimile - 978-281-3896
Internet Address - MHale@Gloucester-MA.gov

PROJECT CATEGORY (CHOOSE ONE):

- Category 1 - Dams and similar unregulated impoundments
 Category 2 - Seawalls, coastal flood and/or foreshore protection
 Category 3 - Inland flood control structures and levees, excluding dams and similar unregulated impoundments

FUNDS SOUGHT FROM PROGRAM

State Funds via EEA \$ 504,869.00

Anticipated Matching Funds (*cash and in-kind*) \$ 1,125,000 (Local), \$5,600,000 (Seaport), \$200,000 (DCR)
Sources (*Federal? State? Local?*): Local and State

AUTHORIZED APPLICATION SIGNATURE

Signature _____ Date _____

Print Name and Title Michael B. Hale, AICP Director, Gloucester DPW

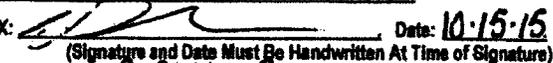
I certify that I have read RFQ ENV 16 POL 01, including the Supplemental Terms and Conditions, and comply with all terms including Item 23: Anti-Collusion.

Signature Michael B. Hale Date 2015 July 14

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Gloucester		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Environmental Affairs MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 9 Dale Avenue, Gloucester, MA 1930		Business Mailing Address: 100 Cambridge Street - Suite 900 Boston MA 02114	
Contract Manager: Michael B. Hale, Director of Public Works		Billing Address (if different):	
E-Mail: MHale@Gloucester-MA.gov		Contract Manager: John Clarkson	
Phone: 978-261-9785	Fax: 978-261-3896	E-Mail: john.clarkson@state.ma.us	
Contractor Vendor Code:		Phone: 617.626.1175	Fax: 617.626.1181
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: RFR EEA 14 POL 01	
<u>X</u> NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____ 20 ____ Enter Amendment Amount: \$ _____. (or "no change")	
___ Statewide Contract (OSD or an OSD-designated Department)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
___ Collective Purchase (Attach OSD approval, scope, budget)		___ Amendment to Scope or Budget (Attach updated scope and budget)	
X Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		___ Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
___ Emergency Contract (Attach justification for emergency, scope, budget)		___ Contract Employee (Attach any updates to scope or budget)	
___ Contract Employee (Attach Employment Status Form, scope, budget)		___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)			
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
X Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
___ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$504,869			
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: X 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.) The Repair of the Blynnan Canal and Stacy Boulevard Bulkhead as further described in Contract Attachment A and all referenced attachments therein.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
X 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 30 June 2016 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X:  Date: 10-15-15 (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Sefatia Komos Theken		Print Name: _____	
Print Title: MAYOR		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 Employees).

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. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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regulation including Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

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

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

Payments Subject To Appropriation. Pursuant to G.L. c. 29, 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. 52C, 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; TJR 05-11: New Independent Contractor Provisions and applicable TIRs.

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and G. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 USC Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 106D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523. If qualified through the SBPP SmartBid subscription process at: www.comm-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 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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.

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

Executive Order 130. Anti-Boycott.

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

Executive Order 346. Hiring of State Employees By State Contractors.

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

Executive Order 444. Disclosure of Family Relationships With Other State Employees.

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information.

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"). Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts

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

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

DAM AND SEAWALL REPAIR OR REMOVAL FUND

CONTRACTOR: CITY OF GLOUCESTER

PROJECT NUMBER: 107-2015-2-2

CONTRACT ATTACHMENT A – SCOPE OF SERVICES

INSTRUCTIONS In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the following Attachment shall contain a specific detailed description of all obligations, responsibilities, and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. **ATTACH AS MANY ADDITIONAL PAGES AS NECESSARY.** [See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.]

This contract between the Executive Office of Energy and Environmental Affairs (EEA) and the City of Gloucester represents an agreement for EEA to provide assistance from the Dam and Seawall Repair or Removal Fund for the financing and/or refinancing of costs incurred with the Repair of the Blynman Canal and Stacy Boulevard Bulkhead, in keeping with M.G.L. c. 29, §2III and the regulations issued under 301 CMR 15.00.

1. The City of Gloucester shall establish an account at the Massachusetts Municipal Depository Trust. This shall be a sub-account dedicated solely to the management of funds awarded under this contract. The EEA contract manager shall be designated to receive copies of all statements and transactions made on this specific sub-account.
2. The City of Gloucester shall Repair the Blynman Canal and Stacy Boulevard Bulkhead as outlined with the Application to the DAM AND SEAWALL REPAIR OR REMOVAL FUND submitted to the Executive Office of Energy and Environmental Affairs (EEA) dated **14 JULY 2015** as well as the attached CONTRACT SCOPE OF SERVICES ADDENDUM. In so doing, the contractor shall complete the following Tasks:
 - a) Obtain all permits required by law and regulation necessary for the project to proceed.
 - b) Execute and abide by Attachment B outlining the financial package to be provided to the contractor, and establishing all project reporting requirements during as well as beyond the life of this specific finance contract.
3. All materials for EEA are to be delivered to:

Executive Office of Energy and Environmental Affairs
ATTN: Dam and Seawall Fund Program Administrator
100 Cambridge Street – Suite 900
Boston, MA 02114

DAM AND SEAWALL REPAIR OR REMOVAL FUND

CONTRACTOR: CITY OF GLOUCESTER

PROJECT NUMBER: 107-2015-2-2

ATTACHMENT B: PERFORMANCE AGREEMENT AND BUDGET

MAXIMUM OBLIGATION: Grant: \$ 504,869

Anticipated Spending Schedule (EEA Funds):

Fiscal Year 2016

Grant: \$504,869.00

First Quarter (July 2015 – September 2015)

Second Quarter (October 2015 – December 2015)

\$ 50,000

Third Quarter (January 2016 – March 2016)

\$ 50,000

Fourth Quarter (April 2016 – June 2016)

\$ 404,869

All EEA funds be expended by 30 June 2016 to qualify for reimbursement. Remaining expenditures will be borne by the City of Gloucester.

During the Blynman Canal and Stacy Boulevard Bulkhead Repair project, during the period when funds provided by the Executive Office of Energy and Environmental Affairs (EEA) to the City of Gloucester are used, the City of Gloucester agrees to the following performance items:

1. The City of Gloucester will abide by and fulfill the Contract Scope of Services Addendum.
2. Provide EEA with copies all permits required by law and regulation in relation to the project implementation.
3. The EEA project manager is to be invited to participate in any project related site visit or periodic inspection conducted by any entity issuing a permit under which the project will be conducted.
4. Provide EEA with documentation for all local community funding sources used to implement the project, prior to and subsequent to the execution of this contract.
5. Provide EEA with documentation for all expenses charged against the EEA funds provided. This includes contractor invoices for materials, equipment, and labor as well as any consultant charges for project oversight and local community personnel charges for project oversight.
6. In addition to the progress reports cited below, the City of Gloucester is also to provide:
 - a. copies of performance bonds issues in relation to project implementation
 - b. copies of performance bond(s) releases upon completion of implementation
 - c. copies of insurance certificates held by vendors hired by the community to complete the project
 - d. copies of any written correspondence from any permitting authority outlining approval of measures taken, or recommendations of remediation expected following interim permit field visits.
7. Reports on progress, including all financial information required by Attachment E and all information regarding progress in completing the project Tasks must be provided on a quarterly basis on or before the following dates:
 - a. January 20, 2016: Progress Report 1; April 20, 2016: Progress Report 2; July 20, 2016: Progress Report 3; October 20, 2016: Progress Report 4; January 20, 2017: Progress Report 5; April 20, 2017: Progress Report 6
 - b. Should work on the project extend beyond 20 April 2017, additional reports are required to be submitted every ninety days.
 - c. These reports may be submitted in digital form (preferably Word format).
8. **Final Report:** EEA requires a minimum of 3 copies of a final project report and one all-inclusive digital copy (including photographs or medium other than text) at the end of the project construction. This Final Project Report must identify the Project Name, Project Number, as well as photographs of the activities, any related news articles published, a description of the participants, and a concise review of how the activities achieved the goal as outlined in the above cited Application. One digital copy of this Final Report must be submitted in DRAFT form 45 days before the expiration date of this contract, and will not be considered final until reviewed and approved by the EEA project manager.

DAM AND SEAWALL REPAIR OR REMOVAL FUND

CONTRACTOR: CITY OF GLOUCESTER

PROJECT NUMBER: 107-2015-2-2

9. Public information materials distributed regarding the project, whether funded wholly or in part, whether printed or distributed in digital form, must include the following acknowledgement: "This project is funded in part by the Massachusetts Executive Office of Energy and Environmental Affairs", and the URL address to the EEA website (www.mass.gov/green). When appropriate, the State Seal should also be included. A copy of the Commonwealth of Massachusetts State Seal is available through the website www.mass.gov.

All materials for EEA are to be delivered to:

Executive Office of Energy and Environmental Affairs
ATTN: Dam and Seawall Fund Program Administrator
100 Cambridge Street - Suite 900
Boston, MA 02114

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X:  Date: 10-15-15

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Sefatia Romeo Theken

Print Title: MAYOR

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____

DAM AND SEAWALL REPAIR OR REMOVAL FUND

CONTRACTOR: CITY OF GLOUCESTER

PROJECT NUMBER: 107-2015-2-2

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-2-2
BLYNMAN BULKHEAD / STACY BOULEVARD
REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015**

Project Objective: The Project will rehabilitate the Blynman Canal and Stacy Boulevard Bulkhead in the City of Gloucester, Massachusetts.

Blynman Canal - the reconstruction and repairs to the existing stone/concrete bulkhead utilizing existing stones and new cast-in-place concrete to construct a new reinforced concrete/stone veneer faced bulkhead. Work will also include steel sheetpile cofferdam, reinforced concrete footing, granite barrier wall, reinforced concrete sidewalks, miscellaneous site improvements, installation of new metal railings, loaming and seeding, irrigation and site restoration. EEA funds shall NOT be used for the installation of in-ground irrigation.

Stacy Boulevard – includes phased excavation, demolition and removal, installation of a reinforced concrete footing, reconstruction of the mortared stone bulkhead utilizing existing and supplemental stones and cast-in-place reinforced concrete construction, installation of filter fabric with drainage system, backfilling, reconstruction of the existing stone revetment, resetting of existing or supplemental granite capstones, reconstruction of granite stairways, installation of new railings, new reinforced concrete sidewalks, restoration of park site features including upgrades to lighting, sodding and miscellaneous existing park features. EEA funds shall NOT be used for the installation of in-ground irrigation.

The Executive Office of Energy and Environmental Affairs (EEA) will provide financial assistance to the City of Gloucester for the repairs by providing financing through a grant of \$504,869.00.

Project Scope: The proposed work involves the removal of the existing granite stone bulkhead in select areas and partial removal of the granite stone bulkhead in other areas, removal of existing fill and the existing abandoned sewer system, as shown on the attached drawings. The majority of the work will include the installation of a new reinforced concrete gravity bulkhead with granite stone facing supported on a spread footing foundation system, similar to the opposite, southern Blynman Canal Bulkhead that was reconstructed in 2003. The anticipated construction procedure is as follows:

1. Mortar joint repairs from Station 0+00 to Station 0+06.
2. Install of dowels and reinforcing on exterior face of bulkhead from approximately Station 0+06 to Station 0+30 at times of low tide.
3. Installation of an approximate 150-foot long steel sheetpile cofferdam on the seaward side of the existing bulkhead. The steel sheetpile cofferdam will be installed approximately 1-foot seaward, fronting the existing structure.
4. Provide concrete filling between the existing bulkhead and steel sheetpiling from Station 0+06 to Station 0+30 up to elevation +4, mean low water datum (MLW).
5. Minor bulkhead/joint repairs from +4 MLW to top of bulkhead from approximate Station 0+00 to Station 0+13.

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-2-2
BLYNMAN BULKHEAD / STACY BOULEVARD
REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015**

6. Excavate and remove the upper portion of the existing bulkhead from Station 0+13 to Station 0+30 down to elevation +4.0 MLW.
7. Install landside steel sheetpile temporary cofferdam from Station 0+30 to 1+50 while maintaining a minimum of 5 feet clear distance from the east side of the tunnel wall. Connect the seaward sheetpiling cofferdam bulkhead with the landside steel piling retention bulkhead. Brace and secure cofferdam as necessary. Horizontal struts shall be installed between the two sheetpile walls prior to removal of the existing bulkhead.
8. After the steel sheeting is positioned and driven to the proper depths, the existing granite stone bulkhead and soil and riprap base will be removed by an excavator to the required depth. The soil will be retained and temporarily stockpiled in a location agreed to upon by the Engineer and City. Stockpiled soil to be covered with erosion control placed around the fill. Reconstruct bulkhead within existing footprint utilizing a reinforced concrete bulkhead and footing with a granite stone veneer from Station 0+13 to 0+30 up to elevation +14.1 (original wall height). Backfill as required with stockpiled material.
9. Bulkhead construction work will be performed incrementally along the bulkhead length. A concrete footing will be placed at the elevation, size and location as required. Granite block facing will be set in increments onto the concrete footing with the concrete retaining wall poured in increments from approximately Station 0+30 to approximately Station 1+50. The bulkhead will be constructed in a phased approach along the length. Existing abandoned utility shafts and outfall pipes to be removed.
10. Supplemental granite stones may need to be brought to the site and used in combination with the existing granite stones as a fascia that is placed seaward of the concrete bulkhead. Granite stones will be set incrementally along the length and at incremental heights. #6 dowels will be placed to anchor the veneer stones. Concrete will be poured using the set granite blocks as a form. Contractor to proceed incrementally along the length until completed. A granite cap stone will be placed. All joints will be mortared with grout.
11. Filter fabric will be placed landward on the excavation side of the concrete bulkhead and backfilled. The backfilling material to be placed at one foot increments and compacted per specifications. Cofferdam steel sheeting on the seaward side of the bulkhead is to be cut at mud line (Station 0+30 to Station 1+50) and cut off at elevation +4 (Station 0+06 to Station 0+30) and will remain in place once granite fascia placement is complete. Landside temporary steel sheeting bulkhead to be fully removed.
12. Construct/install perpendicular wall from the bulkhead wall at Station 0+30 to the sidewalk edge near the northeast corner of the Bridgetender's House.
13. The bulkhead from Station 1+50 to approximately Station 2+00 will involve removal of concrete cap, excavate behind wall down to approximately elevation +6.0, installation of filter fabric, backfill and reconstruct upper wall with granite blocks.

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-2-2
BLYNMAN BULKHEAD / STACY BOULEVARD**

REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015

Cost Estimates: EEA will provide financial support through a grant of \$504,869.00 for costs incurred prior to June 30 2016. Other funds will be provided by the City and the Seaport Council. Through this grant, EEA will reimburse the City for approved costs in the budget shown below.

ITEM NO.	QTY	UNIT	DESCRIPTION	Approved Construction Budget	
				1st Target Budget Subtotal \$1050000	Final Budget
PROJECT A BLYNMAN CANAL					
02000-0001	1	Long Term	Site Preparation	20,000.00	20,000.00
02000-0002	1	Advances	Police Detail	1,000.00	1,000.00
02000-0003	1	Long Term	Excavation and Backfill	120,000.00	120,000.00
02000-0004	1	Long Term	Soil Erosion Control	225,000.00	225,000.00
02200-0001	800	Cubic Yards	Import Fill	20,000.00	20,000.00
02200-0002	1000	Square Yards	Asphalt Paving	2,000.00	2,000.00
02200-0003	500	Cubic Yards	Gravel Base	10,000.00	10,000.00
02200-0004	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0005	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0006	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0007	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0008	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0009	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0010	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0011	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0012	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0013	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0014	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0015	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
PROJECT B STACY BOULEVARD					
02000-0001	1	Long Term	Site Preparation	20,000.00	20,000.00
02000-0002	1	Advances	Police Detail	1,000.00	1,000.00
02000-0003	1	Long Term	Excavation and Backfill	120,000.00	120,000.00
02000-0004	1	Long Term	Soil Erosion Control	225,000.00	225,000.00
02200-0001	800	Cubic Yards	Import Fill	20,000.00	20,000.00
02200-0002	1000	Square Yards	Asphalt Paving	2,000.00	2,000.00
02200-0003	500	Cubic Yards	Gravel Base	10,000.00	10,000.00
02200-0004	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0005	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0006	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0007	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0008	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0009	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0010	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0011	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0012	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0013	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0014	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0015	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0016	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0017	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0018	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0019	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0020	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0021	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0022	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0023	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0024	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0025	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0026	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0027	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0028	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0029	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0030	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0031	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0032	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0033	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0034	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0035	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0036	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0037	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0038	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0039	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0040	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0041	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0042	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0043	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0044	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0045	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0046	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0047	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0048	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0049	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0050	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0051	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0052	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0053	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0054	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0055	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0056	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0057	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0058	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0059	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0060	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0061	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0062	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0063	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0064	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0065	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0066	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0067	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0068	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0069	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0070	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0071	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0072	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0073	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0074	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0075	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0076	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0077	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0078	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0079	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0080	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0081	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0082	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0083	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0084	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0085	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0086	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0087	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0088	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0089	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0090	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0091	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0092	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0093	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0094	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0095	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0096	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0097	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0098	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0099	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0100	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0101	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0102	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0103	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0104	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0105	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0106	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0107	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0108	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0109	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0110	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0111	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0112	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0113	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0114	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0115	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0116	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0117	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0118	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0119	200	Yards	Aggregate Base	4,000.00	4,000.00
02200-0120	60	Yards	Aggregate Base	1,200.00	1,200.00
02200-0121	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0122	500	Square Yards	Gravel Base	10,000.00	10,000.00
02200-0123	1	Long Term	Material Handling	20,000.00	20,000.00
02200-0124	200	Cubic Yards	Aggregate Base	4,000.00	4,000.00
02200-0125	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0126	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-0127	150	Linear Foot	Concrete Retention Wall	30,000.00	30,000.00
02200-0128	75	Linear Foot	Concrete Retention Wall	15,000.00	15,000.00
02200-0129	100	Linear Foot	Concrete Retention Wall	20,000.00	20,000.00
02200-01					

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-2-2
BLYNMAN BULKHEAD / STACY BOULEVARD
REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015**

Contract Management: As part of its management and oversight of this project, the City will submit periodic reports to EEA. These reports will be submitted quarterly and provide a summary of work completed in the preceding quarter, detail expenditures in the preceding quarter and transmit any deliverables finalized in the preceding quarter.

Project Close-Out: As construction nears completion, the City and selected contractor shall complete certain project close-out tasks, including those defined below:

- Substantial (95%) completion inspection with EEA and DCR – Office of Waterways in attendance.
- Certificate of Completion provided by contractors.
- As-built Plans provided to the City and DCR - Office of Waterways in both digital and mylar form. The format of these plans in each form must be consistent with the DCR – Office of Waterways guidelines for contractors.
- Develop an ongoing operations and maintenance plan for the structure and secure get approval of the plan by the DCR - Office of Waterways.
- The City shall provide evidence that the land adjacent to the levee is permanently protected as open space and accessible to the public.
- Submit to EEA a Project Completion Report with evidence that all close out tasks have been satisfied.

The work site shall be available to EEA and DCR – Office of Waterways personnel for inspection at anytime during the construction period. EEA and DCR – Office of Waterways are to be invited to participate in any project related site visit or periodic inspection conducted by any entity issuing a permit under which the project will be conducted

Anticipated Spending Schedule (EEA Funds):

Fiscal Year 2016

Grant: **\$504,869.00**

First Quarter (July 2015 – September 2015)	
Second Quarter (October 2015 – December 2015)	<u>\$ 50,000</u>
Third Quarter (January 2016 – March 2016)	<u>\$ 50,000</u>
Fourth Quarter (April 2016 – June 2016)	<u>\$404,869</u>

All EEA funds be expended by 30 June 2016 to qualify for reimbursement. Remaining expenditures will be borne by the City of Gloucester.

Other Requirements: Materials derived from this contract distributed to the public, whether funded wholly or in part, whether printed or distributed in digital form, must carry the EEA logo and the following acknowledgement: **“This project is funded in part by the Executive**

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-2-2
BLYNMAN BULKHEAD / STACY BOULEVARD
REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015**

Office of Energy and Environmental Affairs". A copy of the EEA logo is available through the internet at our website (<http://www.state.ma.us/emir>) or by contacting the Dam and Seawall Program Administrator.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 10-15-2015

Title: MAYOR

Telephone: 978-281-9700

Fax: 978-281-9738

Email: Stromcotheken@gloucester-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

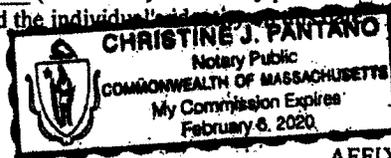
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Christine J. Pantano (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity

October 15, 2015.

My commission expires on: Feb 6, 2020



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20____.

AFFIX CORPORATE SEAL

Department of Public Works
28 Poplar Street
Gloucester, MA 01930

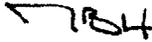


TEL (978)281-9785
FAX(978)281-3896
mhale@gloucester-ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

Date: October 20, 2015

To: Mayor Sefatia Romeo Theken
James Destino, Chief Administrative Officer

From: Michael B. Hale, Director of Public Works 

Re: Repair of Haskell Pond Dam Grant Acceptance Package

The Department of Public Works is pleased to report that the Executive Office of Energy & Environmental Affairs has awarded the City a grant of \$175,000.00 for the repair of the Haskell Pond Dam.

We respectfully request that you forward the attached Grant Acceptance Package to City Council for acceptance.



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

Granting Authority: State X Federal _____ Other _____

Name of Grant: Repair of Haskell Pond Dam

Department Applying for Grant: Department of Public Works

Agency-Federal or State application is requested from: Executive Office of Energy & Environmental Affairs

Object of the application: To secure funds to repair the Haskell Pond Dam

Any match requirements: No

Mayor's approval to proceed: *[Signature]* 10-22-2015
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

FORM: AUDIT GRANT CHECKLIST - V.1

The Turner Pond Dam is a Significant Hazard (Class II) structure in Poor condition. Refurbishing the dam will include removal of all large trees and woody vegetation as well as re-grading and stabilization of the slopes of the dam. Another goal of the project is to armor the structure in order to provide overtopping protection.

Westfield: \$631,000 grant for removal of the Winchell Reservoir Dam

This project entails demolition of the granite spillway. The west abutment will be removed to restore a more natural condition, consistent with the surrounding bank. The east abutment and gatehouse will be left in place as a reminder of the historic significance the dam played in supplying water to the city.

Coastal Protection Projects

Gloucester: \$504,869 grant for reconstruction of the Blyrman Canal

Situated along Gloucester's western harbor, the Blyrman Canal provides critical navigational access to the Merrimack River. The stone bulkhead along both sides of the Canal provides protection to the drawbridge that spans over the Canal along Western Avenue that allows public access to western reaches of Gloucester, particularly important to first responders in the event of an emergency. The structure also provides shoreline stabilization to Stacy Boulevard and associated underground utilities.

Hull: \$1,500,000 grant and \$1,500,000 low interest loan for final design, permitting, and reconstruction of the seawall along Crescent Beach

The existing concrete seawall and grouted stone revetment along Crescent Beach has been damaged and experienced a series of repairs since they were originally constructed. The existing seawall shows areas of cracking, spalling and breakage.

Schuette: \$1,500,000 grant and \$1,500,000 low interest loan for final design, permitting, and reconstruction of a section of the existing Oceanside Drive seawall

The project site consists of a section of the existing Oceanside Drive seawall within the vicinity of the cross streets of 11th Avenue and Kenneth Road. The plan is to fully remove and reconstruct the structure, raising the height to an elevation of 23.5 feet above Mean Low Water.

Levee Project

Canton: \$116,000 grant and \$885,000 low interest loan for final design, permitting, and reconstruction of the Neponset River Flood Reduction System (Levee)

This project consists of the Neponset River Flood Reduction System (Levee) that protects public and private land, utilities and infrastructure in downtown Canton from floods on the East Branch of the Neponset River.

"I thank Governor Baker and Lieutenant Governor Polito for continuing to make the protection of our coastal communities and their residents a priority," said State Senator Robert L. Madlund (R-Weymouth). "As a Senator representing seven such communities, I share that commitment and I applaud local officials for their efforts in securing this new funding we've made available. As coastal assessments have shown, the need is significant and growing. I look forward to continuing to work with the Administration to further address these needs."

"Thank you to Governor Baker, Lieutenant Governor Polito and Secretary Beaton for supporting two seawall projects in my district," said State Representative Garrett J. Bradley (D-Hingham). "These awards will help Hull and Schuette protect valuable coastal infrastructure and enhance overall public safety for the community."

"The creation of the Dam and Seawall Repair and Removal Fund has been a point of personal pride," said State Representative Jim Cahill (D-Marshfield). "I am so grateful this next round of grants has come, and I want to thank Governor Baker, Lieutenant Governor Polito, and Secretary Beaton for their attention to coastal resiliency, which includes the tour of our communities following the January 2015 coastal disaster. I also want to thank our local officials, including Schuette's DPW Director Kevin Cafferty and Town Administrator Tricia Vinchei for submitting an outstanding application and continuing to prioritize infrastructure locally. To understand the value of these regional investments in inland and coastal infrastructure, we need only to think back to the 2010 blizzard that sent ocean water over the Schuette seawall, flooding streets, setting two homes ablaze from electrical fires, and forcing the evacuation of over 80 residents. These investments will protect personal property and promote public safety."

"These awards are essential to ensuring the integrity of the Neponset River levee, which protects public and private land in downtown Canton from flooding," said State Senator Brian Joyce (D-Milton). "By investing in seawall, dam, and levee infrastructure today, we are protecting our communities and preserving our environment."

"This is an incredibly important infrastructure improvement project for our community," said State Representative William Galvin (D-Canton). "The Neponset River is a wonderful resource, but flooding has been a problem. This funding from the Dam and Seawall Program will help Canton safeguard against any disruptive future flooding."

"I thank Governor Baker, Lieutenant Governor Polito, and Secretary Beaton for their attention and support for this project to address safety concerns related to Westfield's aging Winchell Reservoir Dam," said State Senator Don Humason (R-Westfield).

"The Winchell Reservoir Dam was labeled a significant risk back in 2008," said State Representative John Vella (D-Westfield). "Since then, we've had blizzards, and other severe weather which has increased the risk the dam poses. I applaud the Baker-Polito Administration for selecting the removal of the Winchell Reservoir Dam to receive this grant. This

project will address the significant risks of the aging dam that is no longer in use and will allow the city of Westfield to initiate the removal project and further protect our natural resources while keeping a piece of the dam's history alive "

"This funding not only supports structural improvements to Ramoth Pond Dam, but will help maintain this recreational space and aquatic resource for generations to come," said State Senator Michael O. Moore (D-Milbury). "As a Milbury resident, and after hearing from many concerned neighbors, I was pleased to advocate for the prioritization of this project and I am confident that this measure will help ensure the dam meets functional and safety standards."

"I appreciate the Baker and Polito Administration providing this support to Milbury for dam repairs," said State Representative Paul Frost (R-Auburn). "Repairing dams across our state is an important priority for public safety and the environment, and it is great to see these funds being awarded locally."

###

Follow EEA Secretary Beaton on Twitter: www.twitter.com/mbeaton

View downloadable photographs on Flickr: www.flickr.com/photos/mass-eea/

Visit the Energy Smarts blog: www.mass.gov/eea/eesmarts

Visit The Great Outdoors blog: www.mass.gov/eea/greatoutdoors

Visit our website: www.eea.state.ma.us

100 Cambridge Street, Suite 900, Boston, MA 02114-2119 — (617) 826-1000 office / (617) 826-1181 (fax)

Did you find the information you were looking for on this page? *

- Yes
- No

[Send Feedback](#)

July 14, 2015

Mr. John Clarkeson, Program Manager
Executive Office of Energy and Environmental Affairs
100 Cambridge Street – Suite 900
Boston, MA 02114

Re: **RFQ ENV 16 POL 01**
Dam, Levee, and Coastal Foreshore Protection Repair and Removal
Haskell Pond Dam Rehabilitation
Gloucester, Massachusetts
(PARE Project No. 15035.00)

Dear Mr. Clarkeson and the EEA RFQ Review Team:

The City of Gloucester is the current owner of the Haskell Pond Dam in Gloucester, Massachusetts which impounds water for the public water supply in Gloucester. As determined by recent inspections and evaluations, the dam has been found to be in *Poor* condition with a variety of dam safety deficiencies. As discussed with the Office of Dam Safety, the current condition of the dam will result in the issuance of a Certificate of Non-Compliance and Dam Safety Order to repair or remove the dam. As such, the City is pursuing an extensive dam rehabilitation program to restore the dam to a safe operating condition in compliance with current dam safety regulations, and to protect the City's water supply.

On behalf of the City of Gloucester Department of Public Works (City), Pare Corporation (PARE) is pleased to submit the attached application in response to RFQ ENV 16 POL 01 Dam, Levee, and Coastal Foreshore Protection Repair and Removal. This application seeks financial assistance from the Executive Office of Energy and Environmental Affairs (EEA) to assist the City with the design of the proposed rehabilitation of the Haskell Pond Dam in Gloucester, Massachusetts. The rehabilitation is required to bring this *high hazard potential dam, water supply dam*, currently in poor condition, into compliance with current dam safety regulations, to protect the safety of the downstream public, infrastructure, and environmental resources, and maintain a critical component of the City's water supply.

Haskell Pond Dam is an approximately 43-foot high, 480-foot long earthen embankment dam structure, that impounds more than 1000 acre-feet, that is currently classified as a Large sized, High (Class I) hazard potential dam. The dam is located along a tributary to Walker Creek and impounds Haskell Pond. The dam and impoundment is a critical component within the City of Gloucester public water supply, and provides a significant environmental resource to the surrounding community.



EEA RFR Review Team

(3)

July 14, 2015

2016.

We trust that the attached RFQ response, application, and supporting documentation is sufficient for EEA to select this project for funding under Category I of ENV 16 POL 01. If you have any questions, please feel free to contact us at 508.543.1755 or by email at mbellisle@parecorp.com.

Sincerely,
PARE CORPORATION

J. Matthew Bellisle, P.E.
Senior Vice President

cc: Michael B. Hale, A.I.C.P., Director Gloucester Department of Public Works
Lawrence A. Durkin, P.E., Environmental Engineer Gloucester DPW

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Gloucester		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Environmental Affairs MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 9 Dale Avenue, Gloucester, MA 1930		Business Mailing Address: 180 Cambridge Street - Suite 909 Boston MA 02114	
Contract Manager: Michael B. Hale, Director of Public Works		Billing Address (if different):	
E-Mail: MHale@Gloucester-MA.gov		Contract Manager: John Clarkson	
Phone: 978-261-9785	Fax: 978-261-3896	E-Mail: john.clarkson@state.ma.us	
Contractor Vendor Code:		Phone: 617.626.1175	Fax: 617.626.1181
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: RFR EEA 14 POL 01	

<p style="text-align: center;">X NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior 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"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget)</p>
--	---

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), \$175,000

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.)
The Repair of the Haskell Pond Dam as further described in Contract Attachment A and all referenced attachments therein.

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

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Responses (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 815 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: _____ Date: 10-15-15
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Sophia Romeo Theken
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 10991 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. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

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

Vendor Code Address ID: (e.g., "ADD01") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

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

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal 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 "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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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.

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment 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 850 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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

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regulation including Executive Order 147; G.L. c. 29 s. 29F; G.L. c. 30 s. 39R; G.L. c. 149 s. 27C; G.L. c. 149 s. 44C; G.L. c. 149 s. 148B and G.L. c. 192 s. 25C.

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

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

Payments Subject To Appropriation. Pursuant to G.L. c. 29 s. 28, 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. 62C, G.L. c. 62C, s. 48A; 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. 118A, s. 12; T1R 05-11: New Independent Contractor Provisions and applicable T1Rs.

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 68A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 21A s. 3B.

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5 s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7 s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 6 (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. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272 s. 92A; G.L. c. 272, s. 9B 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 9B and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD Links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP 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 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 Classification 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

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 86A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts

Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 86A. Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 476), 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.

CONTRACT ATTACHMENT A – SCOPE OF SERVICES

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the following Attachment shall contain a specific detailed description of all obligations, responsibilities, and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. **ATTACH AS MANY ADDITIONAL PAGES AS NECESSARY.** [See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.]

This contract between the Executive Office of Energy and Environmental Affairs (EEA) and the City of Gloucester represents an agreement for EEA to provide assistance from the Dam and Seawall Repair or Removal Fund for the financing and/or refinancing of costs incurred with the Repair of the Haskell Pond Dam, in keeping with M.G.L. c. 29, §2IIII and the regulations issued under 301 CMR 15.00.

1. The City of Gloucester shall establish an account at the Massachusetts Municipal Depository Trust. This shall be a sub-account dedicated solely to the management of funds awarded under this contract. The EEA contract manager shall be designated to receive copies of all statements and transactions made on this specific sub-account.
2. The City of Gloucester shall Repair the Haskell Pond Dam as outlined with the Application to the DAM AND SEAWALL REPAIR OR REMOVAL FUND submitted to the Executive Office of Energy and Environmental Affairs (EEA) dated 14 JULY 2015 as well as the attached CONTRACT SCOPE OF SERVICES ADDENDUM. In so doing, the contractor shall complete the following Tasks:
 - a. Obtain all permits required by law and regulation necessary for the project to proceed.
 - b. Execute and abide by Attachment B outlining the financial package to be provided to the contractor, and establishing all project reporting requirements during as well as beyond the life of this specific finance contract.
3. All materials for EEA are to be delivered to:

**Executive Office of Energy and Environmental Affairs
ATTN: Dam and Seawall Fund Program Administrator
100 Cambridge Street – Suite 900
Boston, MA 02114**

DAM AND SEAWALL REPAIR OR REMOVAL FUND

CONTRACTOR: CITY OF GLOUCESTER

PROJECT NUMBER: 107-2015-1-3

ATTACHMENT B: PERFORMANCE AGREEMENT AND BUDGET

MAXIMUM OBLIGATION: Grant: \$ 175,000

Loan: \$

Anticipated Spending Schedule – EEA Funds:

Fiscal Year 2016

Grant: \$175,000.00

First Quarter (July 2015 – September 2015)

Second Quarter (October 2015 – December 2015)

Third Quarter (January 2016 – March 2016)

Fourth Quarter (April 2016 – June 2016)

\$ 10,000

\$ 100,000

\$ 65,000

During the Haskell Pond Dam Repair project, during the period when funds provided by the Executive Office of Energy and Environmental Affairs (EEA) to the City of Gloucester are used, the City of Gloucester agrees to the following performance items:

1. The City of Gloucester will abide by and fulfill the Contract Scope of Services Addendum.
2. Provide EEA with copies all permits required by law and regulation in relation to the project implementation.
3. The EEA project manager is to be invited to participate in any project related site visit or periodic inspection conducted by any entity issuing a permit under which the project will be conducted.
4. Provide EEA with documentation for all local community funding sources used to implement the project, prior to and subsequent to the execution of this contract.
5. Provide EEA with documentation for all expenses charged against the EEA funds provided. This includes contractor invoices for materials, equipment, and labor as well as any consultant charges for project oversight and local community personnel charges for project oversight.
6. In addition to the progress reports cited below, the City of Gloucester is also to provide:
 - a. copies of performance bonds issues in relation to project implementation
 - b. copies of performance bond(s) releases upon completion of implementation
 - c. copies of insurance certificates held by vendors hired by the community to complete the project
 - d. copies of any written correspondence from any permitting authority outlining approval of measures taken, or recommendations of remediation expected following interim permit field visits.
7. Reports on progress, including all financial information required by Attachment E and all information regarding progress in completing the project Tasks must be provided on a quarterly basis on or before the following dates:
 - a. January 20, 2016: Progress Report 1; April 20, 2016: Progress Report 2; July 20, 2016: Progress Report 3; October 20, 2016: Progress Report 4; January 20, 2017: Progress Report 5; April 20, 2017: Progress Report 6
 - b. Should work on the project extend beyond 20 April 2017, additional reports are required to be submitted every ninety days.
 - c. These reports may be submitted in digital form (preferably Word format).
8. **Final Report:** EEA requires a minimum of 3 copies of a final project report and one all-inclusive digital copy (including photographs or medium other than text) at the end of the project construction. This Final Project Report must identify the Project Name, Project Number, as well as photographs of the activities, any related news articles published, a description of the participants, and a concise review of how the activities achieved the goal as outlined in the above cited Application. One digital copy of this Final Report must be submitted in DRAFT form 45 days before the expiration date of this contract, and will not be considered final until reviewed and approved by the EEA project manager.

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-1-2
HASKELL POND DAM
REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015**

Project Objective: The Project will support the City of Gloucester in the design and permit development for the rehabilitation of the Haskell Pond Dam, a critical element of the city's water supply reservoir network.

Haskell Pond Dam (National ID MA00155/State ID 5-5-107-2) is an approximately 43-foot high, 480-foot long earthen structure. The dam forms the 60 acre Haskell Pond along a tributary to Walker Creek in Gloucester, Essex County, Massachusetts. The dam was originally constructed in 1902 for water supply with few modifications or upgrades completed since that time. Maintenance of the dam has been completed periodically with minor repairs completed in 2010 to secure the gatehouse and remove accumulated debris. The City is currently working to limit unauthorized access by ATV and pedestrian foot traffic.

The Executive Office of Energy and Environmental Affairs (EEA) will provide financial assistance to the City of Gloucester for the repairs by providing financing through a grant of \$175,000.00.

Project Scope: The City of Gloucester with the assistance of an EEA - approved subcontractor will undertake additional evaluation, design and permitting necessary to develop construction documents to facilitate a full rehabilitation of the Haskell Pond Dam.

Schematic Design

- Subsurface Exploration Program
- Underwater/ROV inspection
- Stability/Seepage Analysis/Design
- Hydrologic/Hydraulic Analyses/Design
- Topographic Survey/Base Plan Development
- Wetland/Resource Areas Delineation
- Design Basis Report/Schematic Design
 - Alternatives Review
 - Opinion of Probable Cost
 - Permitting Review

Final Design

- Design Development
- Contract Documents
- Permit Application Preparation

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-1-2
HASKELL POND DAM
REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015**

The anticipated designs will include:

- Repairs to the intake gatehouse, gates and valves, along with improved access and safety enhancements,
- Repair of the upstream armoring system to limit progression of observed erosion,
- Removal of all trees, brush and associated root systems from the embankment,
- Reconstruction of the downstream slope to a stable section meeting current dam safety regulations,
- Re-grading of the dam crest to a uniform elevation with a durable surface material that will facilitate access and maintenance,
- Repair of the aged and cracked concrete at the spillway through a combination of crack repair, patching, and overlay.
- Containment of spillway discharges through the incorporation of armored berms, walls, or other containment devices.
- Seepage mitigation through the installation of cutoffs, drains, and collection systems as practical and necessary,
- Review of low level outlet capacity and function.

Once designed it is anticipated that environmental permits will be required for this project:

Table 2: Environmental / Regulatory Approval
Permit
Environmental Notification Form
Gloucester Conservation Commission
Army Corps of Engineers PCN
MADEP Water Quality Certificate
MADEP Ch. 91 RDA
Chapter 253 Dam Safety

Contract Management: As part of its management and oversight of this project, the City will submit periodic reports to EEA. These reports will be submitted quarterly and provide a summary of work completed in the preceding quarter, detail expenditures in the preceding quarter and transmit any deliverables finalized in the preceding quarter.

**SCOPE OF SERVICES ADDENDUM
CITY OF GLOUCESTER: PROJECT 107-2016-1-2
HASKELL POND DAM
REVISED PROJECT SCOPE AS ORIGINALLY DEFINED BY THE PROPOSAL DATED 14 JULY 2015**

Anticipated Spending Schedule – EEA Funds:

Fiscal Year 2016

Grant: \$175,000.00

First Quarter (July 2015 – September 2015)

Second Quarter (October 2015 – December 2015)

Third Quarter (January 2016 – March 2016)

Fourth Quarter (April 2016 – June 2016)

\$ 10,000

\$ 100,000

\$ 65,000

Deliverables: EEA shall receive copies of all progress reports made by the selected subcontractor to the City as part of their contract, copies of all permit filings, copies of any permits issued, and copies of the design plans as to the City in both digital and mylar form. The format of these plans in each for must be consistent with the DCR – Office of Dam Safety guidelines for contractors.

Other Requirements: Materials derived from this contract distributed to the public, whether funded wholly or in part, whether printed or distributed in digital form, must carry the EEA logo and the following acknowledgement: **“This project is funded in part by the Executive Office of Energy and Environmental Affairs”**. A copy of the EEA logo is available through the internet at our website (<http://www.state.ma.us/envir>) or by contacting the Dam and Seawall Program Administrator.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

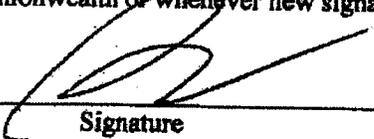
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



Signature

Date: 10-15-2015

Title: **MAYOR**

Telephone: **978.281.9700**

Fax: **978.281.9738**

Email: **sromcotheken@gloucester.ma.gov**

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

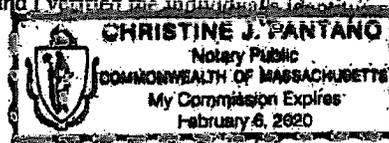
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Christine J. Pantano (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity this date:

October 15, 2015

My commission expires on: Feb. 6, 2020



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date.

_____, 20 ____.

AFFIX CORPORATE SEAL

ENCLOSURE 6

Department of Public Works
28 Poplar Street
Gloucester, MA 01930



TEL (978)281-9785
FAX(978)281-3896
mhale@gloucester-ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

Date: October 20, 2015

To: Mayor Sefatia Romeo Theken
James Destino, Chief Administrative Officer

From: Michael B. Hale, Director of Public Works *MBH*

Re: Recycling Dividends & Small Scale Initiative Grant Package

The Department of Public Works is pleased to report that the Massachusetts Department of Environmental Protection has awarded the City a grant of \$19,000.00 to enhance the performance of Gloucester's successful waste reduction programs.

We respectfully request that you forward the attached Grant Acceptance Package to City Council for acceptance.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

September 30, 2015

Mayor Sefatia Romeo Theken
City of Gloucester
9 Dale Avenue
Gloucester, MA 01930

Dear Mayor Theken,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Gloucester Recycling Dividends funds and Small-Scale Initiative funds under the Sustainable Materials Recovery Program. The City of Gloucester has earned 7 points and will receive \$19,000.

Please note, awards for the following grant categories are being evaluated (Mattress Recycling Initiative, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance, Waste Reduction Enforcement Coordinator, Waste Reduction Projects, Organics Capacity Projects) and will be announced separately.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The terms and conditions of this award are outlined in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg
Commissioner

cc: Rose LoPiccolo, Recycling Coordinator, DPW

Small Scale Initiatives

Member: Gloucester

Year: 2015

Cycle: Annual

Group: Sustainable Materials Recovery Program - Municipal Grant Application

Applications must be submitted via Re-Trac Connect by 11:59pm on June 10, 2015.

Overview

This grant provides municipalities and certain regional groups* with a population-based allocation for the purchase of designated materials and services ("items") that will sustain existing waste reduction programs or facilitate new, low-cost initiatives. Allowable items are described in the "Request Information" section below. Funding will be calculated by the municipal population or the population served by the regional group. Use of state contracts is encouraged, when possible. Non-state contract purchases must meet environmentally preferable purchasing specifications as set forth in the Grant Guidance. Grantees must procure all items and request reimbursement from MassDEP. Please review the [Grant Guidance](#) on the SMRP grant webpage for detailed information about this grant item.

* Regional group eligibility is limited to those with a core mission of solid waste/recycling management

Grant Allocation

1. What is the population of your municipality or regional group? *

30,000

2. Does your municipality or regional group have a significant seasonal population? *

Yes

No

What is your total population during peak season? *

34,000

3. Based on your population, MassDEP will allocate up to:

\$ 1,500

Request Information

Using the DEP funds above, indicate the items you intend to purchase by entering an amount (in dollars) in the category(ies) below.

Funding Expenditures	Dollar Amount: *
a. Compost bins	0
b. Recycling bins	1,000
c. Public space and outdoor event recycling containers	500
d. Recycling outreach and education materials	0
e. Mercury, paint and automotive waste collection equipment	0
f. Purchase and testing of green cleaning products	0
g. Purchase and testing of compostable foodservice ware	0
h. Local reuse and materials exchange programs	0
i. Other: describe below (limited to items specified in Grant Guidance)	0

Total Planned Expenditures: *

\$ 1,500

Explain Other: *

not applicable *If no amount entered in "Other" above, enter "Not applicable".*

Response created on: Jun 8, 2015 at 10:14 AM CDT by rlpiccolo@gloucester-ma.gov

Response last updated on: Jun 9, 2015 at 08:22 AM CDT by Emily.Martin@state.ma.us

Recycling Dividends Program

Member: Gloucester

Year: 2015

Cycle: Annual

Group: Sustainable Materials Recovery Program - Municipal Grant Application

Applications must be submitted via Re-Trac Connect by 11:59pm on June 10, 2015.

Recycling Dividends Program

The Recycling Dividends Program (RDP) will provide payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. The program and policy criteria represent a best practices framework for achieving waste reduction goals. Each criterion is assigned points ranging from 1 to 5 according to its likely impact on waste diversion. Municipalities that earn at least 6 points (out of 20 available) are eligible for RDP payments. Each point earned over the minimum results in an additional payment. Payment brackets, based on the number of households served by the municipal solid waste program, establish the value for each point. The minimum RDP payment is \$1,200; the maximum is \$200,000. Payments are expected to be made in Fall 2015. See [Grant Guidance](#) for complete details. Municipalities that do not provide solid waste services to their residents are not eligible for RDP.

Indicate the municipality's primary trash and recycling collection type (check one): *

Trash and recyclables are collected curbside by the municipality or its contracted hauler

Trash and recyclables are accepted at the municipality's transfer station

CURBSIDE PROGRAMS

Instructions: A response is required in each section below. Be sure to click the "Submit to Program" button at the bottom of the form once the form is complete without errors. If the form is successfully submitted, the icon on the Dashboard will change to a lock.

SOLID WASTE PROGRAM (pick one) *

SMART / (PAYT) program is currently in place which requires all trash to be placed in a SMART/PAYT bag. [5 points]

SMART/PAYT program is currently in place which allows each household to dispose of the "first bag/barrel free"; trash in excess of 35-gallons* must be placed in SMART/PAYT bag. A trash cart (35 gallons or less) collected weekly also qualifies. [4 points]

*Note: With prior approval from MassDEP a municipality may be grandfathered in with a 36-gallon barrel/bag.

SMART/PAYT sticker or tag or punchcard program is in place. [4 points]

Households are limited to one 48-gallon cart per week. The household must incur a fee for disposal of any trash in excess of the 48-gallon cart. [3 points]

Households are limited to the equivalent of 64-gallons* of trash capacity per week (two 32-gallon barrels or one 64 gallon cart). [2 points]

*Note: With prior approval from MassDEP a municipality may be grandfathered in with a 65-gallon cart.

None of the above.

ORGANICS (pick one) *

Source separated food waste is collected, for composting, weekly from all households served by the municipal program. [4 points]

Source separated food waste is collected weekly from households currently participating in a pilot program [2 points]

None of the above.

BULKY ITEMS: The municipality or its hauler charges residents a fee of not less than \$5 each for handling of at least 3 of the following bulky items, either at the curb or at a municipal drop-off: mattresses, upholstered furniture, wood furniture, toilets, sinks, and carpet. [2 points] *

Yes

No

Paste here the link to the published fee schedule on your municipal website: *

<http://gloucester-ma.gov/index.aspx?nid=308>

YARD WASTE consists of leaves, grass and brush. All three must be collected in order to claim these points. *

Yard waste is collected curbside a minimum of 20 weeks per year. [2 points]

Residents can take yard waste to a drop-off location that is open a minimum of 30 weeks per year [1 point]

None of the above.

MANDATORY RECYCLING ENFORCEMENT: A dedicated Enforcement Coordinator spends a minimum of 19 hours per week on the street verifying compliance with the municipality's mandatory recycling program and issuing fines for non-compliance [3 points] *

Yes

No

HOUSEHOLD HAZARDOUS WASTE COLLECTION *

The municipality hosts a permanent Household Hazardous Waste (HHW)* collection center open to residents a minimum of six times per year [2 points]

The municipality participates in a regional HHW collection center open to residents a minimum of six times per year [2 points]

The municipality participates in a reciprocal arrangement with other municipalities which provides residents access to a minimum of six comprehensive HHW collection events per year [2 points]

The municipality hosts at least two comprehensive HHW collection events per year [1 point]

The municipality funds two events per year. To be eligible, a town must host one comprehensive HHW event and be partnered with another municipality that holds a comprehensive event. All residents from both towns must be allowed to participate in either event at no cost to the resident. The dates and locations of both events must be advertised on the municipal website. [1 point]

None of the above.

CENTER FOR HARD TO RECYCLE MATERIALS (CHARM)

Special Note: When claiming the recycling of Bulky Rigid Plastics, Carpet, Electronic waste, Large appliances (white goods), Mattresses, Textiles or Wood, the previous calendar year's Recycling and Solid Waste survey (2014) must include the tonnage recycled. In the additional comments section below make note of any collection and recycling programs that began in the current calendar year.

A CHARM is hosted by your municipality? *

Yes No

Name of municipality where CHARM is located. Enter "Not applicable" if your residents do not have access to a CHARM. *
not applicable

At least 5 of the following materials are accepted for recycling at a single permanent municipal location, open a minimum of once per month, that is either in the municipality or in a contiguous community [2 points]:

Automotive wastes (must collect all of the following: antifreeze, waste oil, tires, auto batteries) *

Yes No

Books/Media *

Yes No

Bulky rigid plastics *

Yes No

Carpet *

Yes No

Electronic waste (minimum of all computer and TV related electronics) *

Yes No

Expanded Polystyrene (Styrofoam) *

Yes No

Large Appliances (White Goods) *

Yes No

Mattresses *

Yes No

Mercury bearing products. Must collect all of the following: fluorescent lamps/CFLs, button batteries, thermostats, thermometers, other products containing mercury *

Yes No

Paint (sent for recycling, fuels blending, or hazardous waste disposal) *

Yes No

Textiles *

Yes No

Wood *

Yes No

Additional comments:

2000 Character Max.

TOTAL CURBSIDE POINTS EARNED:

7

*** Household Hazardous Waste collection means a program that accepts a broad range of hazardous products from residents, including but not limited to: pesticides, oil based paints, pool chemicals, automotive products, elemental mercury, cleaning products and other chemicals.**

I have read the Grant Guidance for the Recycling Dividends Program and certify that all points claimed in this applications meet the performance standards described therein. *

Response created on: Jun 1, 2015 at 01:27 PM CDT by rlopiccolo@gloucester-ma.gov

Response last updated on: Jun 1, 2015 at 01:27 PM CDT by rlopiccolo@gloucester-ma.gov

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE City of Gloucester (“Municipality”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”) and Small Scale Initiatives grant. The Municipality has earned a payment of \$19,000.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. RDP provides an incentive for municipalities with poor recycling programs to do better by implementing best practices and it rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement #EQEP02C/D/E.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract.

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria and Appendix A – Criteria Performance Standards* describe in detail the conditions for earning points.

Trash Households Served	Value of Each Point
2,000 - 4,999	\$400
7,500 - 9,499	\$1,000
12,500 - 16,999	\$2,500
25,000 - 31,999	\$3,500
55,000 +	\$10,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 10, 2015 and that these programs fully meet the performance standard set forth in *Attachment A – Criteria Performance Standards*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality’s payment was calculated.
8. **Use of Funds:**
RDP Payments shall be expended on approved equipment and activities, listed below, to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project.

Approved Equipment and Activities:

- Compost bins and kitchen scrap buckets.
- Carts for curbside collection of organics.
- Containers to support drop-off organics program.
- Collection and disposal costs for a town-wide organics program.
- Program development costs for a new organics diversion program.
- Recycling carts and recycling bins.
- Public space and outdoor event recycling containers.
- Roll-off containers, compactors and balers for the collection of materials to be recycled. This includes replacement of existing equipment.
- Additional household hazardous waste collection event.
- New dedicated Enforcement Coordinator. Must spend a minimum of 19 hours per week on enforcement. Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance.
- Equipment to support the collection and recycling of hard to recycle materials.
- Establishing and/or maintaining a municipally operated swap shop.
- Waste reduction and/or recycling outreach and education materials.

- Costs associated with implementing or maintaining a Pay-As-You-Throw (PAYT) program. Examples include bags and stickers, promotion/outreach about the PAYT program, additional staffing needs during start-up phase, and pre-approved transfer station improvements to facilitate PAYT.
- Funds to enhance school recycling and composting programs including:
 - Stipends for school recycling coordinator or teacher who commits to coordinating the school-wide recycling program
 - Funding for district-wide school recycling coordinator
 - Equipment to support source reduction, recycling and organics diversion programs at schools, including dish washing equipment, durable trays and silverware, compostable trays (only if food waste from the cafeteria is composted)
 - Collection and composting costs for a school food waste diversion program
 - Source reduction including reusable trays for cafeterias, small compostable cups, reusable bags, reusable water bottles.
- Environmentally Preferred Products including purchases from state contract FAC85 and rain barrels.
 - For more information on FAC85 visit: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/green-products-and-serv/specific-epp-statewide-contracts/green-cleaning-products.html>.
 - From the Approved Green Products list, the following categories are eligible uses for grant funds: All Purpose Cleaning Products, Carpet Cleaning Products, Dilution Systems, Disinfectants & Other Sanitizers, Floor Cleaner/Stripper/Polish, Glass Cleaners, Hand Soap & Dispensers, Low Impact Innovation Tech, Restroom Cleaner & Products, Degreasers, Enzymatic Cleaning Product, Hand Sanitizers, and Urinal Products.
- School chemical cleanouts.
- Other expenses as approved in writing by MassDEP in advance of the expense.

RDP funds shall *not* be used to pay for hauling, disposal, or administrative costs of an existing solid waste and recycling program.

9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. **Reporting:** By February 15th of each year, for the duration of the Contract, the Municipality shall submit the Recycling and Solid Waste survey and the Recycling Dividends Program Annual Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements may jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

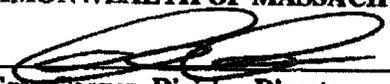
12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:
 The Municipality's payment has been calculated as follows:
 (Value of each point) x (Total RDP Points) + (Small Scale payment amount)

a. Solid Waste Program	5
b. Organics	0
c. Bulky Items	2
d. Yard Waste	0
e. Mandatory Recycling	0
f. Household Hazardous Waste	0
g. <u>Center for Hard to Recycle Materials</u>	<u>0</u>
TOTAL RDP POINTS	7
VALUE OF EACH POINT	\$2,500
RDP PAYMENT AMOUNT	\$17,500
SMALL-SCALE PAYMENT AMOUNT	\$1,500
TOTAL GRANT PAYMENT AMOUNT	\$19,000

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: 
 Greg Cooper, Division Director
 Bureau of Air and Waste
 Department of Environmental Protection

10/29/15
 (Date)

City of Gloucester

By: Rosemarie LoPiccolo, Executive Secretary to the Director of Public Works
 (Signature and Title)
Rosemarie LoPiccolo
 (Print Name)

10/16/15
 (Date)

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9707
FAX 978-281-8472
jdunn@gloucester-ma.gov

#2016-SA-6

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

To: Sefatia Romeo Theken, Mayor
James Destino, CAO

From: John P. Dunn, CFO 

Date: October 22, 2015

Re: Supplemental Appropriations to Set FY 2016 Tax Rate and Complete Recap

During budget development last spring a debt schedule from an earlier refunding process was missed resulting in an underfunding of debt service in the General Fund. I have attached two Supplemental Appropriation (SA) forms to correct this issue.

The first is to increase debt service by \$193,945 for Water Shift debt. Since the Water Shift debt is raised in the tax levy as an addition to the normal calculation of the Levy Limit, the SA increases the budgeted FY 2016 Real Estate Revenue line by \$193,945 and also increase the Long Term Principal Debt Service line by the same amount.

The second SA is for regular General Fund debt service in the amount of \$145,000. The funding source for this increase is the General Fund Bond Premium account which has a current unappropriated balance of \$297,593.60.

If you are in agreement with these two SA's please submit them in your next Mayor' Report to the City Council. Thank you.

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2016**

****CITY COUNCIL APPROVAL- 6 VOTES NEEDED****

APPROPRIATION # 2016-SA- 6 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ Treasurer/Collector

APPROPRIATION AMOUNT: \$ 193,945.00

Account to Appropriate from: *Unfund Account #* 101000.10.145.41200.0000.00.000.16.120
Account Description 2016 RE Tax Revenue

Balance Before Appropriation	\$	<u>73,701,607.00</u>
Balance After Appropriation	\$	<u>73,507,662.00</u>

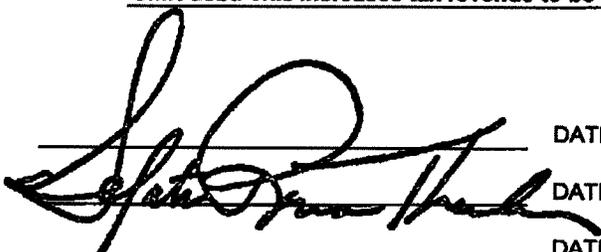
Account Receiving Appropriation: *Unfund Account #* 101000.10.145.59100.0000.00.000.00.059
Account Description Long Term Principal Debt Service

Balance Before Appropriation	\$	<u>9,890,740.00</u>
Balance After Appropriation	\$	<u>10,084,685.00</u>

DETAILED ANALYSIS OF NEED(S): During budget development last spring a debt schedule from an earlier refunding process was missed resulting in an underbudgeting of Water Shift debt. This increases tax revenue to be raised and also GF Debt Service.

APPROVALS:

DEPT. HEAD: _____ DATE: _____

ADMINISTRATION:  DATE: 10/22/19

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9707
FAX 978-281-8472
jdunn@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

#2016-SA-7

To: Sefatia Romeo Theken, Mayor
James Destino, CAO

From: John P. Dunn, CFO 

Date: October 22, 2015

Re: Supplemental Appropriations to Set FY 2016 Tax Rate and Complete Recap

During budget development last spring a debt schedule from an earlier refunding process was missed resulting in an underfunding of debt service in the General Fund. I have attached two Supplemental Appropriation (SA) forms to correct this issue.

The first is to increase debt service by \$193,945 for Water Shift debt. Since the Water Shift debt is raised in the tax levy as an addition to the normal calculation of the Levy Limit, the SA increases the budgeted FY 2016 Real Estate Revenue line by \$193,945 and also increase the Long Term Principal Debt Service line by the same amount.

The second SA is for regular General Fund debt service in the amount of \$145,000. The funding source for this increase is the General Fund Bond Premium account which has a current unappropriated balance of \$297,593.60.

If you are in agreement with these two SA's please submit them in your next Mayor' Report to the City Council. Thank you.

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2016**

****CITY COUNCIL APPROVAL- 6 VOTES NEEDED****

APPROPRIATION # 2016-SA- 7 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ Treasurer/Collector

APPROPRIATION AMOUNT: \$ 145,000.00

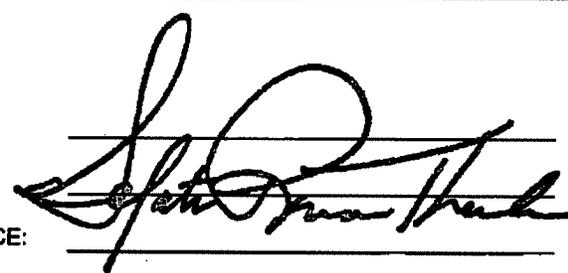
Account to appropriate from:	Unfund Account #	<u>101000.10.145.49300.0000.00.000.00.930</u>
	Account Description	<u>Premium on Bonds</u>
Balance Before Appropriation	\$	<u>297,593.60</u>
Balance After Appropriation	\$	<u>152,593.60</u>

Account Receiving Appropriation:	Unfund Account #	<u>101000.10.145.59100.0000.00.000.00.059</u>
	Account Description	<u>Long Term Principal Debt Service</u>
Balance Before Appropriation	\$	<u>10,035,740.00</u>
Balance After Appropriation	\$	<u>10,180,740.00</u>

DETAILED ANALYSIS OF NEED(S): During budget development last spring a debt schedule from an earlier refunding process was missed resulting in an underbudgeting of General Fund debt. This appropriates revenue received and increases GF Debt Service.

APPROVALS:

DEPT. HEAD: _____ DATE: _____

ADMINISTRATION:  _____ DATE: 10-22-15

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

Memorandum

To: Mayor Sefatia Romeo Theken
From: Nancy A. Papows, Principal Assessor 
cc: file
Date: Tuesday, September 15, 2015
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 September 22, 2015. The City Council should refer this item to the B&F Committee. Thank you.

CITY CLERK
GLOUCESTER, MA

15 OCT 25 AM 8:49

Tax Classification Information

for

Fiscal Year
2016

Presented by:

BOARD OF ASSESSORS

Nancy A. Papows, MAA

Gary I. Johnstone, MAA

Bethann B. Godinho, MAA

ASSISTANT ASSESSOR

Timothy W. Good, MAA

All figures are based on Department of Revenue approved values. Tax rates as shown are estimated. The City Council is voting on a "residential factor." Once this factor is entered on the RECAP actual calculations of tax rates may differ slightly due to rounding.

CLASSIFICATION CONSIDERATIONS

SOME ECONOMIC & POLITICAL ISSUES

Outlined by the Department of Revenue

1. Consider percentage of commercial and industrial (C & I) properties as compared to residential (R).
2. Will an increased tax burden on C & I significantly lower the R tax burden?
3. What is the mix of commercial and industrial properties?
 - a. How much is big business?
 - b. How much is small business?
4. Are the businesses of the type that require extraordinary municipal services?
5. Will it adversely affect small business and drive them out of the community?
Would a small commercial exemption help?
6. Will it slow big business development?
7. Does business significantly contribute in a non-tax way to the community?
8. Is the timing proper for the move to a multiple or single tax rate?
9. Will a shift to the C & I maintain or increase the relative or historical share of the tax burden?
10. Is it a matter of principle or economics?

THE BACKGROUND OF TAX CLASSIFICATION

The November 1978 state ballot presented the opportunity for Massachusetts voters to amend the State Constitution with respect to the taxation of certain properties. In part, Question #1 allowed cities and towns of the Commonwealth to:

“...classify real property according to its use in no more than four classes, and to assess, rate, and tax such property differently in the classes so established, but proportionately in the same, except that reasonable exemptions may be granted.”

Thus, the referendum which was to become known simply as “classification” would allow the shifting of the ad valorem tax from one class of taxpayer to another. The four classes are:

Residential
Open Space
Commercial
Industrial

The reason most often cited for supporting classification was to maintain the de facto classification which had occurred in some cities and towns. In the 1974 Sudbury decision the Supreme Judicial Court of Massachusetts declared that all real property within the Commonwealth must be assessed at its full and fair market value. Prior to this decision it was claimed that most municipalities under assessed residential properties, and over assessed commercial/industrial properties. For these communities the 100% assessment would cause the tax burden to shift to the residential class. It was felt that many communities, especially the older cities, could not afford this shift. Thus, classification would soften the blow and allow a municipality’s legislative body, with the approval of the executive, in our case the City Council and Mayor respectively, to allocate a community’s tax burden disproportionately, within certain constraints, among the four general classes of Real Property as well as Personal Property.

The notion of classification as a political solution is supported by the fact that the bill was initially introduced by Boston Mayor Kevin White. Boston faced a dramatic shift in its tax burden to the residential class.

Once it had become law, the procedure for implementing classification fell to the governing body of the local taxing jurisdiction. According to the Amendment:

“...the Selectmen in each town, and the City Council, with the approval of the Mayor, of each city, shall annually determine the percentage of the local tax levy to be borne by each class of property...”

The Board of Selectmen or City Council, with the Mayor's approval, must decide the percentages of the tax levy that each class of real property and personal property will bear. To do so, a residential factor is adopted. Municipalities may also consider whether to allow an open space discount, a residential exemption and a small commercial exemption.

- 1) Adopting a **Classification Factor** of 1 to 1.50. A factor of 1 would result in a single tax rate for all classes of property while any other selected factor would result in different tax rates for the different classes. It is this option which is the source of most of the debate.
- 2) A discount (25% maximum) for all property classified as **Open Space**. The effect of the discount must be borne by the residential class thus increasing the residential tax rate.
- 3) A **Residential Exemption** of up to 20% of the average assessed valuation of the residential class. The effect of the exemption must be borne by the residential class alone.
- 4) Adopting a **Small Commercial Exemption** (10% maximum), with specific limitations, and the effect of the exemption will be borne by the commercial and industrial classes. Thus, higher valued properties, in effect "subsidize" lower valued properties.

SUMMATION

Cities and towns that are certified by the Department of Revenue as assessing properties at full and fair cash value may elect to shift the tax burden among the major property classes within certain limits established by law. The adoption of different rates does NOT change the total property tax levy, rather it determines the share to be borne by each class.

The share of the levy raised by the commercial, industrial, and personal property classes may be increased by 50% as long as the residential and open space classes raise at least 65% of what they would have raised without the shift. The "Minimum Residential Factor" established by the Commissioner of Revenue is issued to make certain that the shift of the tax burden complies with the Classification Act. For Fiscal Year 2016 the maximum shift allowed would be 1.50.

A COMPARISON OF FISCAL 2016 VALUES BY CLASS

<u>CLASS</u>	<u>PARCELS</u>	<u>VALUE OF CLASS</u>	<u>% OF TOTAL VALUE</u>
RESIDENTIAL	12,519	\$4,952,400,301	89.45%
COMMERCIAL	578	\$ 312,996,766	
INDUSTRIAL	208	\$ 161,739,833	10.55%
PERSONAL PROPERTY (accts.)	1,668	\$ 109,622,320	
<hr/>			
TOTALS	14,973	\$5,536,759,220	100%

FISCAL YEAR PARCEL COUNTS, VALUES, AND % OF TOTAL TAXABLE CITY VALUE

04	RESIDENTIAL	11,963	\$4,097,688,565	90.84}	90.84%	
	COMMERCIAL	513	\$219,532,010	4.87		
	INDUSTRIAL	158	\$138,916,700	3.08}		9.16%
	PERS PROP	1,397	\$54,911,494	1.21		
05	RESIDENTIAL	11,975	\$4,653,335,965	90.93}	90.93%	
	COMMERCIAL	558	\$242,127,035	4.73		
	INDUSTRIAL	177	\$157,304,700	3.07}		9.07%
	PERS PROP	1,603	\$64,973,380	1.27		
06	RESIDENTIAL	12,041	\$5,083,284,811	91.30}	91.30%	
	COMMERCIAL	560	\$253,395,349	4.55		
	INDUSTRIAL	178	\$159,360,940	2.86}		8.70%
	PERS PROP	1,541	\$71,434,230	1.29		
07	RESIDENTIAL	12,275	\$5,360,688,724	91.41}	91.41%	
	COMMERCIAL	569	\$269,207,212	4.59		
	INDUSTRIAL	186	\$161,639,368	2.76}		8.59%
	PERS PROP	1,567	\$72,983,480	1.24		
08	RESIDENTIAL	12,358	\$5,242,429,165	90.91}	90.91%	
	COMMERCIAL	593	\$280,893,305	4.87		
	INDUSTRIAL	210	\$168,669,130	2.92}		9.09%
	PERS PROP	1,514	\$74,752,690	1.30		
09	RESIDENTIAL	12,398	\$5,131,715,937	90.43}	90.43%	
	COMMERCIAL	597	\$291,565,933	5.14		
	INDUSTRIAL	210	\$167,680,030	2.95}		9.57%
	PERS PROP	1,521	\$83,931,100	1.48		
10	RESIDENTIAL	12,428	\$4,823,470,706	89.63}	89.63%	
	COMMERCIAL	594	\$300,127,372	5.58		
	INDUSTRIAL	210	\$167,286,322	3.11}		10.37%
	PERS PROP	1,541	\$90,546,600	1.68		
11	RESIDENTIAL	12,452	\$4,722,167,330	89.30}	89.30%	
	COMMERCIAL	588	\$301,355,658	5.70		
	INDUSTRIAL	210	\$162,664,112	3.07}		10.70%
	PERS PROP	1,586	\$101,892,820	1.93		
12	RESIDENTIAL	12,465	\$4,568,213,394	88.95}	88.95%	
	COMMERCIAL	591	\$298,555,412	5.81		
	INDUSTRIAL	207	\$160,182,394	3.12}		11.05%
	PERS PROP	1,605	\$108,995,390	2.12		
13	RESIDENTIAL	12,489	\$4,547,193,970	88.92}	88.92%	
	COMMERCIAL	583	\$295,165,012	5.77		
	INDUSTRIAL	206	\$159,699,918	3.12}		11.08%
	PERS PROP	1,653	\$111,716,260	2.19		
14	RESIDENTIAL	12,501	\$4,586,013,382	88.80}	88.80%	
	COMMERCIAL	585	\$306,863,592	5.94		
	INDUSTRIAL	209	\$162,999,426	3.16}		11.20%
	PERS PROP	1,614	\$108,314,630	2.10		
15	RESIDENTIAL	12,490	\$4,742,958,563	89.02}	89.02%	
	COMMERCIAL	584	\$309,327,365	5.81		
	INDUSTRIAL	209	\$165,566,272	3.11}		10.98%
	PERS PROP	1,643	\$110,008,000	2.06		
16	RESIDENTIAL	12,519	\$4,952,400,301	89.45}	89.45%	
	COMMERCIAL	578	\$312,996,766	5.65		
	INDUSTRIAL	208	\$161,739,833	2.92}		10.55%
	PERS PROP	1,668	\$109,622,320	1.98		

**PREVIOUS CLASSIFICATION FACTORS
AND RESULTING TAX RATE**

FISCAL YEAR	TAX RATE @ FACTOR 1.0	SHIFT OF BURDEN FACTOR	TAX RATES AFTER SHIFT	% OF TOTAL VALUE BY CLASS	% OF TOTAL LEVY BY CLASS AFTER SHIFT
FY00	15.49	1.30	RO 14.83 CIP 20.14	87.57 12.43	83.84 16.16
FY01	13.79	1.30	RO 13.27 CIP 17.93	88.85 11.15	85.50 14.50
FY02	11.76	1.30	RO 11.36 CIP 15.29	89.72 10.28	86.64 13.36
FY03	11.26	1.25	RO 10.95 CIP 14.09	90.00 10.00	87.56 12.44
FY04	9.86	1.25	RO 9.61 CIP 12.32	90.84 9.16	88.55 11.45
FY05	9.11	1.12	RO 8.99 CIP 10.19	90.93 9.07	89.84 10.16
FY06	8.73	1.06	RO 8.68 CIP 9.25	91.30 8.70	90.78 9.22
FY07	8.66	1.06	RO 8.61 CIP 9.18	91.41 8.59	90.89 9.11
FY08	9.16	1.06	RO 9.10 CIP 9.70	90.91 9.09	90.36 9.64
FY09	9.66	1.06	RO 9.60 CIP 10.24	90.43 9.57	89.85 10.15
FY10	10.57	1.06	RO 10.49 CIP 11.20	89.63 10.37	89.01 10.99
FY11	11.48	1.06	RO 11.31 CIP 12.08	89.30 10.70	88.66 11.34
FY12	12.27	1.06	RO 12.18 CIP 13.01	88.95 11.05	88.28 11.72
FY13	12.71	1.06	RO 12.62 CIP 13.48	88.92 11.08	88.26 11.74
FY14	13.08	1.06	RO 12.98 CIP 13.86	88.80 11.20	88.13 11.87
FY15	13.75	1.06	RO 13.65 CIP 14.58	89.02 10.98	88.36 11.64
FY16	13.71		RO CIP	89.45 10.55	

CALCULATING THE MAXIMUM ALLOWABLE LEVY

FY2015 Levy Limit	\$67,991,888
Additional Amended FY2015 Growth	\$ 0
Prop 2 ½ Increase	\$ 1,699,797
Residential New Growth	\$ 786,302
CIP New Growth	<u>\$ 248,413</u>
FY2016 Levy Limit	\$70,726,400
Pole's Hill Debt Exclusion	\$ 117,185
CSO Debt Shift	\$ 2,294,942
Water Debt Shift	\$ <u>2,776,943</u>
FY2016 Maximum Allowable Levy	\$75,915,470

<u>Maximum allowable levy</u>	<u>75,915,470</u>	=	.013711
Total value of all parcels	5,536,759,220		

FY16 tax rate at a factor of 1: \$13.71

FY16 TAX RATE AT A FACTOR OF ONE = \$13.71
RESIDENTIAL CLASS REPRESENTS 89.45% OF LEVY, CIP 10.55%

	SHIFT IN TAX RATE		SHIFT IN LEVY	
<u>SHIFT</u>	<u>R RATE</u>	<u>CIP RATE</u>	<u>RO%</u>	<u>CIP%</u>
101%	13.70	13.84	89.34%	10.66%
102%	13.68	13.98	89.24%	10.76%
103%	13.66	14.12	89.13%	10.87%
104%	13.65	14.25	89.03%	10.97%
105%	13.63	14.39	88.92%	11.08%
106%	13.61	14.53	88.82%	11.18%
107%	13.60	14.67	88.71%	11.29%
108%	13.58	14.80	88.61%	11.39%
109%	13.57	14.94	88.50%	11.50%
110%	13.55	15.08	88.40%	11.61%
111%	13.53	15.21	88.29%	11.71%
112%	13.52	15.35	88.18%	11.82%
113%	13.50	15.49	88.08%	11.92%
114%	13.49	15.62	87.97%	12.03%
115%	13.47	15.76	87.87%	12.13%
116%	13.45	15.90	87.76%	12.24%
117%	13.44	16.04	87.66%	12.34%
118%	13.42	16.17	87.55%	12.45%
119%	13.40	16.31	87.45%	12.55%
120%	13.39	16.45	87.34%	12.66%
121%	13.37	16.58	87.23%	12.77%
122%	13.36	16.72	87.13%	12.87%
123%	13.34	16.86	87.02%	12.98%
124%	13.32	17.00	86.92%	13.08%
125%	13.31	17.13	86.81%	13.19%
126%	13.29	17.27	86.71%	13.29%
127%	13.28	17.41	86.60%	13.40%
128%	13.26	17.54	86.50%	13.50%
129%	13.24	17.68	86.39%	13.61%
130%	13.23	17.82	86.29%	13.72%
131%	13.21	17.95	86.18%	13.82%
132%	13.19	18.09	86.07%	13.93%
133%	13.18	18.23	85.97%	14.03%
134%	13.16	18.37	85.86%	14.14%
135%	13.15	18.50	85.76%	14.24%
136%	13.13	18.64	85.65%	14.35%
137%	13.11	18.78	85.55%	14.45%
138%	13.10	18.91	85.44%	14.56%
139%	13.08	19.05	85.34%	14.66%
140%	13.06	19.19	85.23%	14.77%
141%	13.05	19.33	85.12%	14.88%
142%	13.03	19.46	85.02%	14.98%
143%	13.02	19.60	84.91%	15.09%
144%	13.00	19.74	84.81%	15.19%
145%	12.98	19.87	84.70%	15.30%
146%	12.97	20.01	84.60%	15.40%
147%	12.95	20.15	84.49%	15.51%
148%	12.94	20.28	84.39%	15.61%
149%	12.92	20.42	84.28%	15.72%
150%	12.90	20.56	84.18%	15.83%

COMPARISON OF LEVY BY CLASS AT VARIOUS SHIFT FACTORS

FY2016 MAXIMUM ALLOWABLE LEVY \$75,915,470

<u>CLASS DESCRIPTION</u>	<u>UNIT COUNT</u>	<u>FY16 VALUE BY CLASS</u>	<u>FACTOR 1 TAX RATE</u>	<u>FY16 FACTOR 1 LEVY</u>	<u>APPROXIMATE EXCESS LEVY CAPACITY</u>
RESIDENTIAL	12,519	\$4,952,400,301	\$13.71	\$67,897,408.13	
CIP	2,454	\$584,358,919	\$13.71	\$8,011,560.78	
TOTALS	14,973	\$5,536,759,220		\$75,908,968.91	\$6,501.09

OTHER TAX RATES AND LEVIES FOR VARIOUS SHIFT FACTORS

Tax rates adjusted when necessary based on the maximum allowable levy*

		<u>TAX RATE</u>	<u>LEVY BY CLASS</u>	<u>LEVY SHIFT FROM FACTOR 1</u>	
FACTOR 101	RESIDENTIAL	\$13.89	\$67,798,360.12	-\$99,048.01	
	CIP	\$13.85	\$8,093,371.03	\$81,810.25	
			=====		
			\$75,891,731.15		\$23,738.85
FACTOR 103	RESIDENTIAL	\$13.86	\$67,649,788.11	-\$247,620.02	
	CIP	\$14.12	8,251,147.94	\$239,587.16	
			=====		
			\$76,900,936.05		\$14,533.95
FACTOR 106	RESIDENTIAL	\$13.81	\$67,402,168.10	-\$496,240.03	
	CIP	\$14.53	\$8,490,735.09	\$479,174.31	
			=====		
			\$75,892,903.19		\$22,566.81
FACTOR 110	RESIDENTIAL	\$13.55	\$67,105,024.08	-\$792,384.05	
	CIP	\$15.07	\$8,806,288.91	\$794,728.13	
			=====		
			\$75,911,312.99		\$4,157.01
FACTOR 115	RESIDENTIAL	\$13.46	\$66,659,308.05	-\$1,238,100.08	
	CIP	\$15.77	\$9,215,340.15	\$1,203,779.37	
			=====		
			\$75,874,648.20		\$40,821.80
FACTOR 120	RESIDENTIAL	\$13.38	\$66,263,116.03	-\$1,634,292.10	
	CIP	\$16.45	\$9,812,704.22	\$1,601,143.44	
			=====		
			\$75,875,820.24		\$39,649.76
FACTOR 125	RESIDENTIAL	\$13.30	\$65,866,924.00	-\$2,030,484.12	
	CIP	\$17.14	\$10,015,911.87	\$2,004,351.09	
			=====		
			\$75,882,835.87		\$32,634.13
FACTOR 130	RESIDENTIAL	\$13.22	\$65,470,731.98	-\$2,426,676.15	
	CIP	\$17.82	\$10,413,275.94	\$2,401,715.16	
			=====		
			\$75,884,007.92		\$31,462.08
FACTOR 135	RESIDENTIAL	\$13.14	\$65,074,539.96	-\$2,822,868.17	
	CIP	\$18.51	\$10,816,483.59	\$2,804,922.81	
			=====		
			\$75,891,023.55		\$24,446.45
FACTOR 140	RESIDENTIAL	\$13.06	\$64,678,347.93	-\$3,219,060.20	
	CIP	\$19.20	\$11,219,691.24	\$3,208,130.47	
			=====		
			\$75,898,039.18		\$17,430.82

CHANGE IN TAX DOLLARS AT VARIOUS SHIFTS

FY 2016	Tax Rate per \$1,000	PROPERTY VALUE			
		\$250,000	\$500,000	\$750,000	\$1,000,000
		\$ Change with shift	\$ Change with shift	\$ Change with shift	\$ Change with shift
Shift to 1.03					
Factor of 1	\$13.71	\$3,427.50	\$6,855.00	\$10,282.50	\$13,710.00
Residential	\$13.66	\$3,415.00	\$6,830.00	\$10,245.00	\$13,660.00
CIP	\$14.12	\$3,530.00	\$7,060.00	\$10,590.00	\$14,120.00
Shift to 1.06					
Factor of 1	\$13.71	\$3,427.50	\$6,855.00	\$10,282.50	\$13,710.00
Residential	\$13.61	\$3,402.50	\$6,805.00	\$10,207.50	\$13,610.00
CIP	\$14.53	\$3,632.50	\$7,265.00	\$10,897.50	\$14,530.00
Shift to 1.1					
Factor of 1	\$13.71	\$3,427.50	\$6,855.00	\$10,282.50	\$13,710.00
Residential	\$13.55	\$3,387.50	\$6,775.00	\$10,162.50	\$13,550.00
CIP	\$15.07	\$3,767.50	\$7,535.00	\$11,302.50	\$15,070.00
Shift to 1.2					
Factor of 1	\$13.71	\$3,427.50	\$6,855.00	\$10,282.50	\$13,710.00
Residential	\$13.38	\$3,345.00	\$6,690.00	\$10,035.00	\$13,380.00
CIP	\$16.45	\$4,112.50	\$8,225.00	\$12,337.50	\$16,450.00
Shift to 1.3					
Factor of 1	\$13.71	\$3,427.50	\$6,855.00	\$10,282.50	\$13,710.00
Residential	\$13.22	\$3,305.00	\$6,610.00	\$9,915.00	\$13,220.00
CIP	\$17.82	\$4,455.00	\$8,910.00	\$13,365.00	\$17,820.00
Shift to 1.4					
Factor of 1	\$13.71	\$3,427.50	\$6,855.00	\$10,282.50	\$13,710.00
Residential	\$13.06	\$3,265.00	\$6,530.00	\$9,795.00	\$13,060.00
CIP	\$19.20	\$4,800.00	\$9,600.00	\$14,400.00	\$19,200.00
Shift to 1.5					
Factor of 1	\$13.71	\$3,427.50	\$6,855.00	\$10,282.50	\$13,710.00
Residential	\$12.90	\$3,225.00	\$6,450.00	\$9,675.00	\$12,900.00
CIP	\$20.57	\$5,142.50	\$10,285.00	\$15,427.50	\$20,570.00

OPEN SPACE DISCOUNT

Currently, there are no parcels classified as Open Space in the City of Gloucester.

Land maintained in open and natural condition which contributes to the benefit and enjoyment of the general public, can be discounted in a range from 1% to 25%.

By definition, the qualifying land cannot include:

- a) Forest land (Ch. 61) unless adopted locally
- b) Farm land (Ch. 61A) unless adopted locally
- c) Recreation land (Ch. 61B) unless adopted locally
- d) Conservation restricted land
- e) Land held for production of income

The Assessors of each community will determine the criteria for Open Space. If a discount is allowed, the Residential Class will absorb the discount given to Open Space.

Bedford and Nantucket are the only communities that opted for the Open Space Discount in Fiscal Year 2015.

RESIDENTIAL EXEMPTION

1. At the option of the Mayor, with City Council approval, an exemption of not more than 20 percent of the average assessed value of all Residential parcels may be applied to residential parcels that are the principal residence of the property taxpayer as used by the taxpayer for state income tax purposes as of January 1, 2015. MGL Ch. 59 Section 5C.

2. Principal residence is ordinarily the residence in which a property taxpayer lives. It is the taxpayer's domicile: Fixed place of habitation, permanent home or legal residence. Therefore, residential parcels not eligible for the residential exemption would include accessory land, summer homes and apartment buildings.

3. The application of the residential exemption, in addition to any other exemptions allowable under GL Ch. 59 Section 5, may not reduce the taxable value of the property to less than 10 percent of its full and fair cash value.

4. There were 13 communities that adopted the residential exemption in Fiscal Year 2015: Barnstable, Boston, Brookline, Cambridge, Chelsea, Everett, Malden, Nantucket, Somerset, Somerville, Tisbury, Waltham and Watertown.

RESIDENTIAL EXEMPTION of 20 PERCENT**EXAMPLE**

Total value of residential class = \$4,952,400,301 and an estimated 65% of all residential parcels are qualified.

Rate = \$13.71 at a factor of 1
12,519 parcels are in Class 1

\$395,590 = average assessment of all Class 1 (residential) parcels
8,137 parcels are estimated to qualify

The following illustrates what would happen to taxes and the tax rate if the maximum residential exemption was given:

\$395,590 X .20 = \$79,118 exemption (79,100 rounded) \$79,100 X 8,137 eligible parcels = \$643,636,700
exempted from Residential Class

The new Residential Class Total Value is: \$4,952,400,301 - \$643,636,700 = \$4,308,763,601
The new Residential Tax Rate at a factor of one is: $(\frac{\$75,915,470}{\$4,308,763,601} \times .8945) \times 1000 = \15.76

Exemption Amount	\$79,100	New Rate:	\$15.76	Tax \$ Change
Factor of 1	\$250,000	@ \$13.71	\$3,427.50	
		with exemption:		
Qualified	\$170,900	@ \$15.76	\$2,693.38	-\$734.12
Not Qualified	\$250,000	@ \$15.76	\$3,940.00	\$512.50
Factor of 1	\$350,000	@ \$13.71	\$4,798.50	
		with exemption:		
Qualified	\$270,900	@ \$15.76	\$4,269.38	-\$529.12
Not Qualified	\$350,000	@ \$15.76	\$5,516.00	\$717.50
Factor of 1	\$450,000	@ \$13.71	\$6,169.50	
		with exemption:		
Qualified	\$370,900	@ \$15.76	\$5,845.38	-\$324.12
Not Qualified	\$450,000	@ \$15.76	\$7,092.00	\$922.50
Factor of 1	\$492,214	@ \$13.71	\$6,748.25	
<i>Gloucester's Average Single Family</i>		with exemption:		
Qualified	\$413,114	@ \$15.76	\$6,510.68	-\$237.58
Not Qualified	\$492,214	@ \$15.76	\$7,757.29	\$1,009.04

Break-even value is approximately \$608,100

Factor of 1	\$650,000	@ \$13.71	\$8,911.50	
		with exemption:		
Qualified	\$570,900	@ \$15.76	\$8,997.38	\$85.88
Not Qualified	\$650,000	@ \$15.76	\$10,244.00	\$1,332.50
Factor of 1	\$750,000	@ \$13.71	\$10,282.50	
		with exemption:		
Qualified	\$670,900	@ \$15.76	\$10,573.38	\$290.88
Not Qualified	\$750,000	@ \$15.76	\$11,820.00	\$1,537.50
Factor of 1	\$1,000,000	@ \$13.71	\$13,710.00	
		with exemption:		
Qualified	\$920,900	@ \$15.76	\$14,513.38	\$803.38
Not Qualified	\$1,000,000	@ \$15.76	\$15,760.00	\$2,050.00

RESIDENTIAL EXEMPTION of 10 PERCENT**EXAMPLE**

Total value of residential class = \$4,952,400,301 and an estimated 65% of all residential parcels are qualified.

Rate = \$13.71 at a factor of 1
12,519 parcels are in Class 1

\$395,590 = average assessment of all Class 1 (residential) parcels
8,137 parcels are estimated to qualify

The following illustrates what would happen to taxes and the tax rate if the **10%** residential exemption was given:

\$395,590 X .10 = \$39,559 exemption (39,600 rounded)

\$39,600 X 8,137 eligible parcels = \$322,225,200
exempted from Residential Class

The new Residential Class Total Value is: \$4,952,400,301 - \$322,225,200 = \$4,630,175,101

The new Residential Tax Rate at a factor of one is: $(\$75,915,470 \times .8945) \times 1000 = \14.67
\$4,630,175,101

Exemption Amount	\$39,600	New Rate:	\$14.67	Tax \$ Change
Factor of 1	\$250,000	@ \$13.71	\$3,427.50	
		with exemption:		
Qualified	\$210,400	@ \$14.67	\$3,086.57	-\$340.93
Not Qualified	\$250,000	@ \$14.67	\$3,667.50	\$240.00
Factor of 1	\$350,000	@ \$13.71	\$4,798.50	
		with exemption:		
Qualified	\$310,400	@ \$14.67	\$4,553.57	-\$244.93
Not Qualified	\$350,000	@ \$14.67	\$5,134.50	\$336.00
Factor of 1	\$450,000	@ \$13.71	\$6,169.50	
		with exemption:		
Qualified	\$410,400	@ \$14.67	\$6,020.57	-\$148.93
Not Qualified	\$450,000	@ \$14.67	\$6,601.50	\$432.00
Factor of 1	\$492,214	@ \$13.71	\$6,748.25	
		with exemption:		
<i>Gloucester's Average Single Family</i> Qualified	\$452,614	@ \$14.67	\$6,639.85	-\$108.41
Not Qualified	\$492,214	@ \$14.67	\$7,220.78	\$472.53

Break-even value is approximately \$607,500

Factor of 1	\$650,000	@ \$13.71	\$8,911.50	
		with exemption:		
Qualified	\$610,400	@ \$14.67	\$8,954.57	\$43.07
Not Qualified	\$650,000	@ \$14.67	\$9,535.50	\$624.00
Factor of 1	\$750,000	@ \$13.71	\$10,282.50	
		with exemption:		
Qualified	\$710,400	@ \$14.67	\$10,421.57	\$139.07
Not Qualified	\$750,000	@ \$14.67	\$11,002.50	\$720.00
Factor of 1	\$1,000,000	@ \$13.71	\$13,710.00	
		with exemption:		
Qualified	\$960,400	@ \$14.67	\$14,089.07	\$379.07
Not Qualified	\$1,000,000	@ \$14.67	\$14,670.00	\$960.00

SMALL COMMERCIAL EXEMPTION

1. At the option of the Mayor, with City Council approval, an exemption of any percentage up to 10 may be applied to (class three) commercial, parcels that are:

- (1) Occupied as of January 1, 2015 by a business with an average annual employment of no more than ten during calendar year 2014, as certified by the Director of the Department of Labor and Workforce Development, and
- (2) Have a valuation of less than one million dollars. MGL Ch. 29 Section 5I.

2. An eligible business is one that is certified by the Director of Labor and Workforce Development as having had an average annual employment at all locations of ten or fewer people during calendar year 2014. The Director provides the assessors with a list of eligible business by July 1, 2015. MGL Ch. 151A Section 64A. The assessors are to rely exclusively on the Director's certification in determining whether a business qualifies.

3. The commercial parcel does not have to be owned by the occupying business or any other eligible business. If a parcel has multiple commercial occupants or tenants, all occupants must be eligible. If a parcel is multiple use, such as a residential and commercial property, all occupants of the commercial portion must be eligible.

4. The parcel must have a valuation of less than one million dollars before the application of any small commercial exemption. The exemption applies to a specific parcel occupied by an eligible business, not to the eligible business itself. Therefore, if any particular eligible business occupies more than one parcel, each under one million dollars in value, each parcel would qualify for the exemption.

There were 10 communities that adopted the small commercial exemption in Fiscal Year 2015:

- Auburn, with CIP share of 29.2%
- Avon, with CIP share of 46.8%
- Bellingham, with CIP share of 28.8%
- Braintree, with CIP share of 22.7%
- Dartmouth, with a CIP share of 16.9%
- New Ashford, with a CIP share of 18.9%
- Seekonk, with a CIP share of 24.7%
- Somerset, with a CIP share of 21.6%
- Westford, with a CIP share of 15.3%
- Wrentham, with CIP share of 19.9%



CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

<u>PROPERTY CLASS</u>	<u>FY15-FY16 MEAN VALUE % CHANGE</u>	<u>FY16 MEAN VALUE</u>
Single Family Parcel Count = 7,195	+4.4%	\$492,214
Condominium Parcel Count = 1,361	+3.8%	\$287,845
Two Family Parcel Count = 1,300	+2.6%	\$350,898
Three Family Parcel Count = 361	+2.4%	\$315,804
4-8 Units Parcel Count = 156	+1.5%	\$408,476
8+ Units Parcel Count = 15	+29.0%	\$1,555,380
Mixed Use Parcel Count = 158	+2.5%	\$516,996
Commercial (Improved) Parcel Count = 326	+1.0%	\$772,724
Industrial (Improved) Parcel Count = 140	-1.8%	\$1,093,879



CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

<u>PROPERTY CLASS</u>	<u>FY15-FY16 MEDIAN VALUE % CHANGE</u>	<u>FY16 MEDIAN VALUE</u>
Single Family Parcel Count = 7,195	+4.4%	\$359,200
Condominium Parcel Count = 1,361	+3.6%	\$220,800
Two Family Parcel Count = 1,300	+2.6%	\$300,700
Three Family Parcel Count = 361	+2.3%	\$296,800
4-8 Unit Parcel Count = 156	+2.0%	\$378,850
8+ Unit Parcel Count = 15	+7.8%	\$978,000
Mixed Use Parcel Count = 158	+2.1%	\$402,500
Commercial (Improved) Parcel Count = 326	+6%	\$435,950
Industrial (Improved) Parcel Count = 140	-1%	\$405,500

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**CITY OF GLOUCESTER
CITY AUDITOR'S OFFICE**

MEMORANDUM

TO: Honorable Mayor Sefatia Romeo Theken and Gloucester City Council
FROM: Kenny Costa, City Auditor *KC*
RE: Adoption of the 3-year Snow & Ice Amortization Schedule
Date: September 29, 2015

The Massachusetts Department of Revenue requires the City of Gloucester to adopt a 3-year Snow and Ice Amortization Schedule for Fiscal Year's 2016, 2017 and 2018 in accordance with Massachusetts General Laws Chapter 10, Section 58 of the Acts of 2015. Last winter, the City was faced with a historic record snow fall of approximately 100 inches resulting in a Department Public Works Snow & Ice Removal budget deficit of \$2,621,014.10 in FY2015. The City is anticipating a FEMA/MEMA Grant reimbursement of approximately \$300,000 from Blizzard Juno to reduce the overall deficit. The City is required to provide for a minimum of one-third of the total net deficit in FY2016. The net deficit as of June 30, 2015 is approximately \$2,321,014.10 and one-third of the net deficit is \$773,671 to be appropriated annually by any revenue source in Fiscal Year's 2016, 2017 and 2018. Please see attached for the Snow and Ice Amortization Schedule.

Please refer this matter to the Budget and Finance Committee for discussion.

Thank you!

**Snow and Ice Amortization Schedule
Chapter 10, Section 58 of the Acts of 2015**

Gloucester
City / Town

Deficit as of 6-30-2015	\$ 2,621,014.10
Less FEMA Reimbursement (Est.)	\$ 300,000.00
Net Deficit as of 6-30-2015	\$ 2,321,014.10
	\$ 773,671.00

in FY2016, you must provide for a minimum of one-third (1/3) of the net total balance sheet deficit as of 6-30-2015.

We have adopted the following amortization schedule:

FY2016	\$ 773,671.50
FY2017	\$ 773,671.50
FY2018	\$ 773,671.10
Total	\$ 2,321,014.10

Amortization Tracking Schedule

	General Fund - Balance Sheet Net Deficit as of 6-30	Less Reimbursements (Non FEMA)	Less Appropriations (Any Revenue Source)	Other Amount Raised on Page 2 Recap	Amount Deferred
FY2016	\$ 2,321,014.10		\$ 773,671.50		\$ 1,547,342.60
FY2017	\$ 1,547,342.60		\$ 773,671.50		\$ 773,671.10
FY2018	\$ 773,671.10		\$ 773,671.10		\$ 0.00

SECTION 58. Notwithstanding section 23 of chapter 59 of the General Laws, section 31D of chapter 44 of the General Laws or any other general or special law to the contrary, a city or town may amortize over fiscal years 2016 to 2018, inclusive, in equal installments or more rapidly, the amount of its fiscal year 2015 snow and ice removal deficit. The local appropriating authority as defined in section 21C of said chapter 59 shall adopt a deficit amortization schedule in accordance with the preceding sentence before setting the municipality's fiscal year 2016 tax rate. The commissioner of revenue may issue guidelines or instructions for reporting the amortization of deficits authorized by this section.

For Cities: City Councilors, Aldermen, Mayor
For towns: Board of Selectmen

(Authorized Signature)	Date
(Authorized Signature)	Date
(Authorized Signature)	Date

Continued

For Cities: City Councilors, Aldermen, Mayor

For Towns: Board of Selectmen

(Authorized Signature)

Date



CITY CLERK
GLOUCESTER, MA
15 NOV -3 PH 3:25

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Budget & Finance Committee
FROM: Emily Freedman, Senior Project Manager for Housing, Community Development
CC: Tom Daniel, Community Development Director
DATE: November 12, 2015

RE: Acceptance of Lead-Based Paint Hazard Control Grant Program from the U.S. Department of Housing and Urban Development

In August, the Community Development Department received the City Council's vote of approval to apply for a competitive grant opportunity through the U.S. Department of Housing and Urban Development (HUD) for lead-based paint removal.

Much of Gloucester's housing stock contains hazardous lead-based paint. It is costly to remove the paint, and public funding sources are limited. Childhood lead poisoning is a significant public health concern.

The HUD program is highly competitive, and it is difficult for communities without an existing program to receive funding. The City's 2015 application was one of only two new grantees in the country to be funded. The City was awarded a three-year grant totaling \$1,285,280, which must be formally accepted by the City Council.

Supporting materials are provided for Budget and Finance Committee review. The City will leverage \$140,000 of 2015 CDBG Housing Rehabilitation Program funds to serve as a match for the Lead Hazard Control Grant Program. Lead Hazard Control Funds will be used to complement the City's ongoing housing rehabilitation efforts.

The Community Development Department thanks you for your continued support of our efforts to secure funding to reduce lead-based paint hazards in the housing of Gloucester's low income families.

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment	
3. Instrument Number MALHB0594-15	4. Amendment Number 1	5. Effective Date of this Action See Block #20	6. Control Number
7. Name and Address of Recipient City of Gloucester 3 Pond Road Gloucester, MA 01930-0000		8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410	
		8a. Name of Administrator Deborah Roane	8b. Telephone Number (202) 402-7592
10. Recipient Project Manager Emily A. Freedman, (978) 282-8006, efreedman@gloucester-ma.gov		9. HUD Government Technical Representative Munir Malik, (202) 402-7589	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$1,285,280.00	8615/160174 LRLH/LRLHR	\$1,285,280.00
HUD Amount this action	\$0.00	8615/160174 LRHH/LRHHI	\$0.00
Total HUD Amount	\$1,285,280.00	15b. Reservation number LHC15- (FY15)	
Recipient Amount	\$140,000.00	Amount Previously Obligated	\$1,285,280.00
Total Instrument Amount	\$1,425,280.00	Obligation by this action	\$0.00
		Total Obligation	\$1,285,280.00

16. Description

Employer identification: 04-6001390

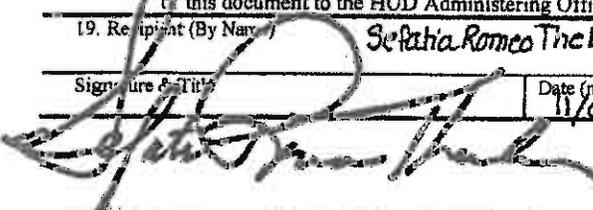
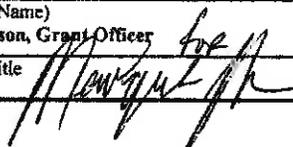
DUNS: 073827214

Program: LHB

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

- Cover Page, HUD 1044
- Schedule of Articles / 2015 Terms and Conditions
- Statement of Work/Work Plan/Benchmark Standards
- Lead Hazard Control Program Policy Guidance Issuances
- Grantee's financial and technical proposal
- Mutually agreed and negotiated proposal changes
- Abstract of grant activities
- Block 14 Recipient Amount of this HUD-1044 Form is changed to read as stated above.**
- TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS** [<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>]
- Notice of Grant Opportunity announced on GRANTS.GOV (FR-5900-N-13) – Posted date: Thursday, May 7, 2015

Period of Performance: November 2, 2015 through November 1, 2018

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Septhia Romeo The Ken MAJOR		20. HUD (By Name) Victoria Jackson, Grant Officer	
Signature & Title 	Date (mm/dd/yyyy) 11/02/2015	Signature & Title 	Date (mm/dd/yyyy) 11/02/2015

form HUD-1044 (8/90)
ref. Handbook 2210.17

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

October 26, 2015

Matt Ammon, Acting Director
U.S. Department of Housing & Urban Development
Office of Healthy Homes & Lead Hazard Control
451 7th Street, S.W.
Washington, D.C. 20410

Re: Lead Hazard Control Program Match

Dear Mr. Ammon,

On behalf of the City of Gloucester, I am pleased to submit our revised letter of match commitment for the Lead Hazard Control Program funding awarded in the amount of \$1,285,280. We intend to perform lead hazard control work in 72 housing units with these funds.

The City of Gloucester has committed \$140,000 cash match from our CDBG local housing rehabilitation program and administration. This match will be used to perform ancillary rehabilitation and code repairs, and exceeds the required 10% commitment (10.89%).

In recent years, the Massachusetts Department of Public Health's Childhood Lead Poisoning Prevention Program has reported multiple cases of elevated blood lead levels and incidences of lead poisoning in Gloucester's population of children age six and under. The City of Gloucester endeavors to address the presence of lead paint hazards in all homes of Gloucester's vulnerable populations and is grateful for the award of additional federal resources towards effectively eradicating this preventable disease.

If you have any questions regarding this revised letter, please contact Tom Daniel, our Community Development Director, at (978)282-3027 or tdaniel@gloucester-ma.gov. We sincerely thank the Office of Healthy Homes for funding our proposal, and look forward to assisting Gloucester residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Sefatia Romeo Theken".

Sefatia Romeo Theken
Mayor



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-3000

OFFICE OF LEAD HAZARD CONTROL
AND HEALTHY HOMES

October 13, 2015

Dear Grantee,

Congratulations on your new grant award. It is our mission to provide our grantees with the necessary training to ensure a successful implementation of your federal award. In keeping with these goals, the Office of Lead Hazard Control and Healthy Homes will provide training for the program managers and other key grant staff.

In this effort, prior to the effective date of the negotiated grant award, the Grantee, is allowed to incur pre-award costs for travel and lodging accommodations such as airfare, hotel, local transportation and per diem costs associated with attending the 2015 New Grantees Orientation (NGO). A detailed letter was given to you on August 28, 2015 from Eric Hornbuckle, Acting Director of the Programs Division to attend this **mandatory** orientation. I am therefore, permitting you to attend this conference in accordance with the 2015 Terms and Conditions, Article 36 Pre-award Costs.

My office looks forward to assisting you in implementing the program so that, together, we can eliminate childhood poisoning and create homes that are healthy and safe.

Sincerely,

A handwritten signature in black ink that reads "Nadine L. Heath".

Nadine Heath
Director, Grants Services Division

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development

ACCOUNT NAME: _____

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

CFDA # (Required for Federal Grants): 14.900

DATE PREPARED: 11/3/2015

**APPROVED
AMENDED BUDGET**

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4 _____)				
45400-Federal Revenue	\$1,285,280.00			\$1,285,280.00
				\$0.00
				\$0.00
Total	\$1,285,280.00	\$0.00	\$0.00	\$1,285,280.00
EXPENSE (6 _____)				
51000-Personnel	\$197,962.26			\$197,962.26
51700-Fringe	\$44,541.51			\$44,541.51
57100-In-State Travel	\$333.00			\$333.00
57110-Out-of-State Travel	\$14,182.00			\$14,182.00
52000-Contract Services	\$918,000.00			\$918,000.00
54000-Supplies	\$20,594.36			\$20,594.36
53800-Relocation Exp.	\$85,500.00			\$85,500.00
57000-Other	\$4,166.87			\$4,166.87
				\$0.00
				\$0.00
				\$0.00
Total	\$1,285,280.00	\$0.00	\$0.00	\$1,285,280.00

DEPARTMENT HEAD SIGNATURE

[Handwritten Signature]

DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-3000

OFFICE OF LEAD HAZARD CONTROL
AND HEALTHY HOMES

August 28, 2015

Ms. Emily Freedman
Authorized Organizational Representative
City of Gloucester
3 Pond Road
Gloucester, MA 01930-0000

Dear Ms. Freedman:

The Department of Housing and Urban Development is pleased to announce that your application submitted in response to the **Office of Lead Hazard Control and Healthy Homes (OLHCHH) Fiscal Year 2015 – Lead Hazard Control Grant Program**, Notice of Funding Availability has been selected for a grant award.

The OLHCHH's goal is to negotiate and execute this grant before **October 15, 2015**. I will be your Grant Officer for negotiating and awarding this grant and I will be contacting you shortly to begin negotiations. In preparation for this, I encourage you to contact the **Program Manager** that you designated in your application to review your proposed budget and work plan. If any circumstances have changed since the application was originally submitted, you should be prepared to discuss and submit in writing prior to negotiations. Your **Program Manager** will also be contacted shortly by a Government Technical Representative to provide technical assistance and review the special terms of this award.

Congratulations on your award. My office looks forward to assisting you in implementing the program so that, together, we can protect children from residential health and safety hazards.

Sincerely,

A handwritten signature in black ink that reads "Victoria Jackson".

Victoria Jackson
Grants Officer

cc:

Tom Daniel, Community Development Director
Munir Malik, GTR
Mike McGreevy, Field Representative

ABSTRACT

Founded in 1623, the City of Gloucester is the oldest seaport in the United States and 11th oldest city. Gloucester's housing is reflective of its historic past. According to the US Census, over 60% of Gloucester's housing stock was built before 1950, and 84% before 1979. Lead paint, which is considered a dangerous health hazard, was used in building construction and remodeling before 1979.

In the face of increasing housing costs and the pressure of gentrification, the City is committed to maintaining the supply of affordable housing and continuing to revitalize low- and moderate-income neighborhoods.

In recent years, the Massachusetts Department of Public Health's Childhood Lead Poisoning Prevention Program has reported multiple cases of elevated blood lead levels and incidences of lead poisoning in Gloucester's population of young children. The City of Gloucester considers even one incidence of poisoning to be too many, and endeavors to address the presence of lead paint in all homes of Gloucester's vulnerable populations.

In prior years, Action, Inc., Gloucester's community action agency, partnered with the City to assist low-income residents in applying for MassHousing loans to address lead paint. However, the underwriting guidelines of MassHousing's program proved too stringent, and Gloucester's low-income clients were found ineligible for loans due to their financial circumstances. Action, Inc. discontinued the program in 2012.

The City of Gloucester's annual CDBG-funded Housing Rehabilitation Program requires all housing units receiving \$5,000 or more in assistance to undergo a lead paint risk assessment—which identifies lead hazards requiring control measures or abatement—in order to

adhere to the Federal Lead Safe Housing Rule. All homes where children six years old and younger reside are abated by the City pursuant to Federal and State lead housing laws.

Unfortunately, the high costs associated with lead limit the amount of rehabilitation services the City can offer. The City's 2015 Housing Rehabilitation Program already has a waiting list, and the majority of these homes will require lead paint control. Current Program finances will likely not permit all clients to receive services unless another source of supplemental funding is secured by the City.

The City of Gloucester is applying to Lead-Based Paint Hazard Control Grant Program to address a community need, and intends to reduce lead-based paint hazards in its housing stock through:

- Lead-based paint hazard control or abatement for 75 units.
- Community education initiatives.
- Coordination with community partners (e.g. Action, Inc.) and the Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program.

The 2015 Lead-Based Paint Hazard Control Grant request is \$1,326,576.75 in grant funds, matched by \$286,910.22 in local funds. The 2015 grant will establish the City's Lead Hazard Control Program, which will target neighborhoods with the highest concentration of older homes and low-income residents, including growing communities of immigrants and refugees. The City of Gloucester is fully prepared to launch and implement a successful lead hazard control program, and will strive to create healthy home environments for its young children and future generations.

NARRATIVE RESPONSE

RATING FACTOR 1: CAPACITY OF THE APPLICANT AND RELEVANT

ORGANIZATIONAL EXPERIENCE

a) Capacity of Applicant:

The City of Gloucester has successfully operated a housing rehabilitation program for decades. The City of Gloucester is seeking funding to establish a Lead Hazard Control Program to supplement its housing rehabilitation work by providing additional resources for low-income homeowners struggling with the maintenance of an aging housing stock.

The City of Gloucester offers the program capacity and organizational experience to run a successful Lead-Based Paint Hazard Control Program which will maximize both the number of children under the age of six protected from lead poisoning, and the number of housing units with hazards controlled or abated.

The Mayor of Gloucester, who is the Chief Executive Officer of the City, has statutory responsibility for community development and other City programs. The Mayor signs all certifications. The Mayor has assigned implementation responsibility for programs funded by the federal Department of Housing and Urban Development to the Community Development Department. The Community Development Department is responsible for a wide range of planning, and community and economic development activities.

With its seasoned approach to community development, the City of Gloucester is well-equipped to manage a successful Federal Lead-Based Paint Hazard Control program. For instance, the City has become part of a network of housing, community development and economic development agencies. Many of these agencies are CDBG sub-recipients. The Community Development Department is also a member of the NorthShore HOME Consortium,

which aids in the City's regional approach to solving housing problems. The Gloucester Community Development Department accesses funding from HOME to address housing affordability by assisting qualified homebuyers in down payment and closing costs. The Community Development Department also benefits from close interdepartmental cooperation within the City, such as through the co-management of public health programs with the City's Health Department, and by utilizing the inspectional services of the City's experienced Building and Code Inspectors in the Building and Inspectional Services Department.

1) Key Personnel:

Resumes for Key Staff can be found in the Rating Factor 1 Appendix, provided as an attachment. The City of Gloucester Community Development Department will keep its current team of experienced housing personnel and support staff in place for this additional program, but will hire a Lead Program Manager upon notification of award.

The **Project Director** (20%), Community Development Director Tom Daniel, AICP, has extensive experience administering federally-funded housing and community development programs. Mr. Daniel is committed to dedicating 20% of his time to this project. Mr. Daniel will be responsible for the overall oversight and administration of the City's Lead Hazard Control Program and its staff, and will ensure that all administrative requirements and performance benchmarks are met.

The **Program Manager (PM)** (100%) for this Program will be hired upon notification of grant award. The job description is included in the Rating Factor 1 Appendix. The City of Gloucester has an existing staff of candidates from which a PM can be chosen and the position will be advertised to the public to ensure the position is filled with the most qualified candidate possible. The Program Manager position will require extensive experience in the management of

federally-funded housing programs (such as CDBG, HOME, or Lead Control), and knowledge of lead paint hazards, housing construction, and code enforcement. The PM will dedicate 100% of his or her time to the day-to-day management of this Program, and will work closely with the Project Director and Lead Specialist to provide exceptional service to all units and clients. The PM will be responsible for client intake, income screening and application review, property-level environmental reviews, and client relocation coordination to ensure compliance with all HUD regulations and the Uniform Relocation Assistance Act. The PM will develop individual relocation assistance plans for all households participating in the program, and will provide assistance in locating safe, sanitary temporary housing for participants lacking temporary housing options. The PM will develop loan agreements, manage loan closings, and record all mortgages and Affordable Housing Restriction Agreements. The PM will also coordinate and direct the Lead Specialist's inspectional services, as well as manage the program's list of licensed lead contractors and the competitive bidding process for all projects.

The **Lead Specialist** (90%), Kevin Nestor, is the Community Development Program's existing contracted lead paint specialist. Mr. Nestor is a licensed home and lead inspector regularly utilized by the City's existing Housing Rehabilitation Program. If Lead Hazard Control funding is awarded, Mr. Nestor's inspectional and lead-testing services for the Lead Program can be incorporated into his existing contract with the City, or services can be re-bid if required by HUD. Mr. Nestor has over 26 years in code enforcement, project estimating, specification writing, home inspection, and project management experience. Mr. Nestor, under the direction of the PM, will be responsible for: 1) initial home inspections (Housing Quality Standards inspections), 2) lead paint testing and risk assessments, 3) development of work specifications and cost estimates, 4) technical assistance to PM during bidding and walk-through

process, and 5) work-in-place inspections, re-occupancy inspections, and final inspections. In addition to his work with the City of Gloucester, Mr. Nestor has been a consultant and inspector for four other Massachusetts communities who have received prior Lead Hazard Control funding: Cambridge, Chelsea, Boston, and the Malden Redevelopment Authority. Mr. Nestor also managed a high number of lead testing and risk assessment projects for the New York City Housing Authority from 2002 to 2008.

Other Management/Administrative Personnel:

Joanne Orlando, Grants Accountant (10%), will review program budgets, process all vendor and contract payments, and perform all drawdowns for the Lead Program. Joanne currently serves as the LOCCS administrator for the City's CDBG program, and will also serve as the City's Lead Program LOCCS administrator. Joanne has over 19 years of experience in grant administration and bookkeeping with the City of Gloucester, and regularly attends HUD-sponsored trainings for financial management. Max Schenk, the City's Environmental Health Services Manager, will serve as Health Department Liaison when coordination of services is required.

2) Program Administration

The City of Gloucester is the applicant for this NOFA, and will retain authority and responsibility for the grant if funding is awarded. Core administrative functions will be completed by the Grants Division of the City's Community Development Program. These functions will include: development of Program policies and procedures, applicant intake, activity funding and draw downs, quarterly reporting to HUD, contract management, and project monitoring. The City of Gloucester's Community Development Department has extensive experience in managing a long-running and successful Housing Rehabilitation Program, First-

Time Homebuyer Program, affordable housing development initiatives, and a revolving sewer construction loan program. As a recipient of other HUD grants for many years (the City has held CDBG entitlement community status for decades), the City's administrative and financial procedures have been routinely monitored and ratified by the HUD Boston Field Office.

3) Engagement with External Agencies

The City of Gloucester is a participant in the statewide strategic plan to eliminate childhood lead poisoning as a major public health problem. Under this Strategic Plan, the Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program (MassCLPPP) commits to continuing to function as the primary administering and enforcing program in the Commonwealth for lead poisoning prevention services, and “offers prevention, screening, diagnosis, and treatment of lead poisoning, including the elimination of sources of poisoning through research and educational, epidemiological, and clinical activities.”

MassCLPPP monitors the screening rates and all reported cases of elevated blood lead levels in children for the City of Gloucester. The City of Gloucester Health Department is a partner with MassCLPPP, (working predominately with its regional program at Tewksbury Hospital), and accepts and offers referrals for case management, crisis intervention, and environmental services when incidences of lead poisoning arise in the community.

4) Engagement with Other Organizations

The City of Gloucester provides funding for many area organizations that serve Gloucester's vulnerable populations, and will utilize these relationships to generate referrals for the Lead Program, and spread awareness of the health risks of lead paint in Gloucester's housing through distribution of Program marketing and public health materials. The City is currently partnering with the area YMCA, which offers a variety of services to alleviate poverty; the Grace

Center, a church group which provides services to the homeless and families in crisis; the Wellspring House, which provides English as a Second Language (ESL) and adult education, housing, and job training; HAWC (Healing Abuse Working for Change), which provides domestic violence counseling services for women and children; and Cape Ann Interfaith, which offers security deposit assistance. The City will sign formal Memorandums of Understanding with all of these partners prior to the start of the Program.

The City will also partner with the Gloucester Housing Authority (see Letter of Commitment, included as an attachment) to generate referrals for the program from its Section 8 rental clients. The GHA has hundreds of Section 8 families with children, and has reported an insufficient amount of lead-safe rental housing. As outlined in their letter of support, the GHA is committed to providing reciprocal referrals, and will assist the City in maintaining a database of units deleaded by the Program.

The City will also partner with Action, Inc., the City's local Community Action Agency (CAA). Action, Inc. offers housing advocacy and self-sufficiency, transitional housing, HOPWA (housing opportunities for persons with AIDS), ESL education, fuel assistance, energy conservation and environmental awareness programs. The City's relationship with Action, Inc. is expected to generate many referrals of extremely low-income and/or minority applicants to the program per year. Action, Inc. staff is experienced in assisting minority populations to overcome cultural and linguistic barriers in accessing government assistance programs, and direct minority clients to all relevant public assistance resources available; including the City's programs. The City will also continue to partner with Action's Weatherization Program (grant-funded through National Grid and the Department of Energy) to offer Lead Program clients the maximum

amount of rehabilitation assistance possible. Please see Action's Letter of Commitment, attached.

Finally, Beverly Hospital, Addison Gilbert Hospital, and Lahey Health have partnered to create a Community Health Needs Assessment, the goal of which was to provide vital information specifically for City officials and the health and social service organizations that serve the City so that the critical healthcare needs of Gloucester's can be better addressed. Through this partnership, these external health providers study, identify, and report Gloucester's health needs to the City. The most recent Lahey report (2013) highlighted Gloucester's poor screening rates for childhood lead poisoning and higher incidences of lead poisoning compared state rates as unaddressed community health issues. These health agencies will be valuable partners in the City's public health outreach efforts under the Lead Program, if funded.

b. Relevant Organization Experience

1) In the last three years, the City of Gloucester has managed multiple environmental, health, and housing programs. The City currently manages multiple public health programs funded with federal, state, and local funding sources that address health, environmental, and housing issues in the City.

The Gloucester Community Development Department has operated a successful housing rehabilitation program through its Community Development Block Grant Program to address code, environmental, and safety issues, including lead paint, for many years. The City's Housing Rehabilitation program provides lead paint inspections, testing, and interim controls or deleading to single- and multi-family properties undergoing rehab in order to comply with the Lead Safe Housing Rule. Almost every property enrolled in the City's Rehab Program receives some

degree of lead hazard control, but the cost greatly limits the number of clients that the City can assist per year.

In addition, in 2015 the Community Development and Health Departments will be funding partners and participants in local domestic violence intervention programs, homeless case management programs, and health care programs targeting communicable diseases in the community. Gloucester's Health and Community Development Departments will also continue to partner on the "Get Fit Gloucester" child obesity prevention project as part of the "Mass in Motion" program funded by Massachusetts Department of Public Health and Blue Cross/Blue Shield.

Finally, the City's Health and Building Departments developed a Hoarding Task Force in 2009 to address the high rates of dangerous hoarding occurring in local housing. This Task Force links hoarders with needed information, resources, and appropriate mental healthcare referrals to try to address this local environmental, housing, and public health issue.

2) The City of Gloucester is an entitlement community under the HUD Community Development Block Grant (CDBG) program, and has operated a successful community development program annually since the 1970s. In PY2015, the City will receive approximately \$618,000 from HUD for eligible public facility/infrastructure, public service, economic development, and housing rehabilitation activities. In 2015, the City will provide more than \$230,000 of housing rehabilitation services (predominately code and safety repairs) to low- and moderate-income homeowners in Gloucester.

The City is also a participant in the North Shore HOME Consortium, and receives approximately \$60,000 per year to offer first time homebuyer down payment assistance to Gloucester residents. While the City has not yet received direct Lead Hazard Control funding, it

has served as liaison between Gloucester residents and the MassHousing lead control program. The City also regularly partners with Action, Inc., the local community action agency, to match housing rehabilitation clients with Action's weatherization services.

The City's Housing Rehabilitation Program frequently encounters and assists properties requiring lead hazard control or abatement, and has the local capacity in place to expand its lead paint-related services to Gloucester's low- and moderate-income populations if the much-needed Lead Hazard Control Grant funding is awarded.

RATING FACTOR 2: NEED/EXTENT OF THE PROBLEM

The City of Gloucester is densely populated, and has a high degree of income inequality due to its attraction as a seasonal seaside community for the wealthy and the decline of its traditional fishing economy. The majority of Gloucester's year-round residents struggle to survive on the wages of the fishing and service industries, and live in older properties that they cannot adequately maintain or afford due to the pressures of rising real estate values. The City has four target areas that will be the focus of this Program: Census Tracts 2215, 2216, 2217, and 2219. All of these Census Tracts are predominately low-income and qualify for HUD funding on an area-wide basis. The majority of households served will be located in these neighborhoods, but the program will be advertised City-wide in order to serve as many low income households as possible. Therefore, the "target area" for this project will be the City of Gloucester's corporate limits.

The City of Gloucester's recently completed 2015-2019 Consolidated Plan and Action Plan (available at: <http://www.gloucester-ma.gov/DocumentCenter/View/3408>), identifies improving the safety and livability of neighborhoods and increasing the availability of affordable permanent housing to low- and moderate-income families as specific objectives for the Strategic

Plan period. The City’s Strategic Plan Lead-Based Paint Element (91.215 (i)), page 90, outlines the need for lead-safe housing, current activities underway to eliminate lead hazards, and the proposed Lead Hazard Control program for which the City’s Community Development Department is applying.

a. Population Data:

Target Area Information	Data
City of Gloucester (target area) population	28,789 (2010 Census)
Total population under the age of six (6)	1,980 (2010 MassCLPPP)
Number of children <6 with elevated blood lead level (10-24 µg/dL ²)	4 (2014 MassCLPPP)
Percentage of population <6 with elevated blood lead level ¹	1.0% (2014 MassCLPPP)
Number of children <6 with blood lead levels 5-9 µg/dL ^{2 2}	34 (2014 MassCLPPP)
Percentage of children <6 with blood lead levels 5-9 µg/dL ²	5% (2014 MassCLPPP)
Area median income	\$59,061 (2015-19 Con. Plan)
Percentage of population at or below 80% of area median income level	44% (2015-19 Con. Plan)
Percentage of population at or below 50% of area median income level	31% (2015-19 Con. Plan)
Number of households at or below 80% of area median income level with children <6	509 (2015-19 Con. Plan)

b. Housing Data:

Target Area Information	Data
City of Gloucester housing units built before 1978	84% (2014 MassCLPPP)
Housing units built before 1940	53.3% (ACS 2010-12 Est.)

¹ As of 2013, the Massachusetts Department of Public Health now reports only children between the ages of 9 to 47 months screened for lead poisoning. As such, actual MassCLPPP numbers may be understated.

² The CDC uses a new reference level of 5 µg/dL² to identify children whose blood lead levels are higher than 97.5% of all U.S. children’s levels, based on the National health and Nutrition Examination Survey (NHANES).

Number and/or percentage of vacant rental housing units	2.6% (ACS 2010-12 Est.)
Number of owner-occupied housing units	7,496 (ACS 2010-12 Est.)
Number of rental housing units	4,603 (ACS 2010-12 Est.)
Number of housing units built pre-1980 with children present	6,958 (2015-2019 Con. Plan)

c. Other Factors Contributing to Need:

Target Area Information	Data
Unemployment rate of the target area	11.3% (ACS 2010-12 Est.)
Number of children/families receiving Medicaid benefits	9.0% (ACS 2010-12 Est.)
Number of families receiving WIC, Head Start, or SNAP assistance	8.9% (ACS 2010-12 Est.)
Consolidated Plan Data http://www.gloucester-ma.gov/DocumentCenter/Home/View/3408	See Consolidated Plan.
Number of emergency room visits for preventable injuries	131/1,000 (Community Health Network North) ³
Number of emergency room visits for asthma-related issues	Rate: 455/100,000 (Gloucester Health Dept.)
Number of housing units with pest control issues	No specific target area data.

RATING FACTOR 3: SOUNDNESS OF APPROACH

The City of Gloucester proposes an overall program which maximizes cost-effectiveness and quality of services by coupling Lead Hazard Control funds to the City’s long-running CDBG-funded housing rehabilitation program. The City proposes to control or abate lead hazards in **75** units over three years, remaining within the proposed per unit range specified below.

All participants in the Program must be residents of Gloucester, and must meet the income eligibility guidelines set forth by HUD. The property must also comply with residency/visitation

³ Statistic also includes Town of Rockport.

requirements for children under the age of six. Properties will be eligible to receive a one-time deferred “forgivable” loan to perform lead hazard control, as follows:

- Owner-occupied single family – maximum forgivable loan = \$15,000
- Owner-occupied multi-family – maximum forgivable loan = \$10,000/unit
- Investor-owned multi-family – maximum forgivable loan = \$10,000/unit.

When possible, these loans will be combined with other existing loan or grant programs (such as the City’s CDBG-funded Housing Rehabilitation Loan Program, or Action, Inc.’s Weatherization Program). If the property assisted is a rental property, the property owner will be required to sign an Affordable Housing Deed Restriction which requires them to maintain affordable rent (Fair Market Rent as determined by HUD) and rent to low-income tenant(s) for a period of fifteen years. All financial assistance through the Program will be offered as a “forgivable”, deferred loan. These loans will be secured by a recorded mortgage, at zero percent interest. The loan will be forgiven after fifteen years, with a balance that declines to zero after the fifteenth year. If the property assisted is sold or is found to no longer be in compliance with Program requirements (such as failure to comply with Affordability requirements) during the affordability period, the applicable portion of the loan will be due to the Program. If recipients fail to comply with any terms or conditions of the financing arrangement, the City will pursue maximum legal recourse to recapture the funds.

Incorporating Lead Hazard Control funding into the City’s existing Housing Rehabilitation Program will allow the City to match funds in order to better rehabilitate and improve the long-term quality of the housing of its most vulnerable populations. CDBG funds will be used to address code and safety violations in homes; Lead Hazard Control funds will be used for interim controls, or to fully abate lead paint hazards when cost effective or necessary. If existing lead

hazards exceed the Program’s proposed “per unit range”, CDBG will be used to finance the balance of control or abatement costs to ensure final clearance is achieved.

a. Lead Hazard Control Work Plan Strategy:

The overall program goal of **75** lead-safe housing units is readily achievable within the three-year program time period. The City of Gloucester Lead Hazard Control Program will accomplish the following activities over the period if funded:

- **75 units** of lead-safe, affordable housing in 36 months.
- **100** units receiving risk assessments and lead testing.
- Educational outreach materials mailed to over **2,000** homes, increasing awareness of lead hazards in the community, the need for childhood blood lead testing, and the availability of public assistance for lead control.

Activities for the 60 day start-up period of the Program will include:

Completion of Tiered Environmental Review and Request for Release of Funds, hiring of PM, development of final policy, procedures, and work plan to HUD, development of marketing and outreach materials, marketing, and enrollment of units to receive services. The specific implementation plan for the Program is outlined in the following sections, as is Program reporting and close-out.

Outreach activities will touch thousands of families in the City of Gloucester, and knowledge of lead hazards, hazard control methods, and lead poisoning risks in children will be widespread throughout the community as a result of education and outreach activities of the City’s Lead Hazard Control Program.

Outreach, Recruitment, Intake, Enrollment, Unit/Income Eligibility:

The City of Gloucester is committed to providing outreach and education to the City's low-income residents, and will provide a comprehensive, community-wide marketing and outreach effort to ensure a steady supply of income-eligible housing units for program participation, and to increase childhood blood lead level testing in the community. It is the goal of this Program to identify children who are at risk of lead poisoning before their lead levels rise to unhealthy levels and to use Lead Hazard Control funds to control lead paint in their homes.

1. Coordination:

The City of Gloucester understands the importance of a coordinated approach to address lead hazards, and proposes to partner with Action, Inc., the City's local Community Action Agency (CAA). Action, Inc. offers housing advocacy and self-sufficiency, transitional housing, emergency homeless shelter, HOPWA (housing opportunities for persons with AIDS), home care, employment and training, GED preparation, ESOL (English for Speakers of Other Languages), fuel assistance, energy conservation and environmental awareness programs. The City's relationship with Action, Inc. is expected to generate at least ten referrals of extremely low-income and/or minority applicants to the program per year. The City will also partner with Action to provide additional weatherization and rehab services to ensure clients receive the maximum amount of assistance possible. Action, Inc. staff is also experienced in assisting minority populations to overcome cultural and linguistic barriers in accessing government assistance programs, and direct minority clients to all relevant public assistance resources available; including the City's programs. MassCLPPP also publishes lead poisoning prevention educational materials in Cambodian/Khmer, Chinese, Haitian Creole, Laotian, Portuguese,

Russian, Spanish, and Vietnamese, which are available to the City of Gloucester's Program at no cost.

Marketing and outreach efforts will include advertisement in the regional newspaper, direct mailings to single and multi-family property owners in identified target neighborhoods; informational posters displayed prominently at childcare centers and local health clinics, direct outreach to healthcare providers, and use of City media/websites to advertise availability of applications and program information.

The City will also continue to maintain a line of open communication with the City of Gloucester Housing Authority (GHA) and its Housing Inspector for leased Section 8 properties as a source of referrals. The City anticipates ten or more referrals will come from the GHA annually.

a. Selection/Prioritization/Enrollment of Units:

The City of Gloucester does not anticipate any shortage of units for program participation. The City's Housing Rehabilitation Loan Program routinely maintains a waiting list due to high demand, and many of these clients require some degree of lead hazard control. It is expected that widely marketing a forgivable loan program for lead control will generate a steady supply of eligible clients for the Lead Program. As such, the City will need to establish a priority system for units selected for enrollment if a waitlist develops.

The City will enroll units through two tracks—units referred to the program through the MassCLPPP (a child with an elevated blood lead level lives in the home), or those coming to the program through marketing and general outreach.

Units will be prioritized for funding assistance on the following system:

- 1) Target neighborhood units with children diagnosed as lead poisoned (>20mcg/dL);

- 2) Non-target neighborhood units with children diagnosed as lead poisoned (>20mcg/dL);
- 3) Target neighborhood units with children < six with lead levels between 15-20 mcgg/dL;
- 4) Non-target neighborhood units with children < six with lead levels between 15-20 mcg/dL;
- 5) Target neighborhood units with children < the age of six;
- 6) Properties receiving rehabilitation assistance with CDBG funds in target neighborhood;
- 7) Properties receiving rehabilitation assistance with CDBG funds elsewhere in the City of Gloucester;
- 8) Multi-family units with a history or high likelihood of housing families with children in the future;
- 9) All other units with children under six years of age.

All units enrolled in the Program will meet the eligibility requirements established in the HUD regulations, 2015 Grant Agreement, Lead-Safe Housing Program guidelines, and the 2015 NOFA. The property assisted must be owner-occupied or investor owned, have year-round residential use, be the residence of a child under the age of six years or contain at least two bedrooms, and be constructed prior to 1978. At least 90% of the units served will meet the Title X guidelines for residency or visitation of children less than six years of age. All applicants must meet the underwriting and eligibility guidelines in the City's Housing Rehabilitation Program Policies, which will be adapted for the Lead Program upon notification of award. The Policies state that all applicant properties must be at or below 80% of current area median income, all tax and sewer payments must be current, and housing/building code violations must be addressed prior to, or as a result of, the rehabilitation activities. The City's PM will intake and review all applications.

Due to the City's strong rental housing market, it is unlikely that the City will encounter many vacant units requiring abatement. However, the City will stress to property owners the importance of addressing lead hazards when the opportunity arises during tenant turnover. The City will also send direct mailings advertising the Lead and Rehab Program(s) to the owners of record on its "Vacant Properties List", which is a list of abandoned and/or dilapidated homes maintained by the City's Inspectional Services Department. The City will also take advantage of its HOME-funded "First Time Homebuyer Program" as a channel for Lead Program participants, as these clients are income-eligible, have not yet moved into the vacant property, and often have young children or intend to start a family in the near future. The City's FTTHB Program currently provides down payment assistance to 5-6 households on average per year.

b. Blood Lead Testing Prior to Lead Hazard Control Work

Blood lead testing is covered by Medicaid and all other health insurance providers in the Commonwealth of Massachusetts. According to the MassCLPPP, 94% of Gloucester's children age 9-47 months were blood lead tested in Calendar Year 2014. The number of reported children screened age 6-72 months was not available due to a change in Massachusetts Department of Public Health reporting in 2013. The PM will require all children less than six years of age who occupy units to be assisted with City Lead Program funds to be blood lead tested within six months prior to the start of rehabilitation services in accordance with required case management procedures. If a child lacks health insurance or a primary care physician, the City's Health Department will provide blood lead screening services, or refer the client to a free clinic that will offer the service. The PM will also provide targeted outreach to local health providers, parenting groups, schools, and childcare providers to try to raise awareness of the

importance of lead screening in order to try to raise the low screening rates for older children over the next three years.

2. Paint Inspection/Risk Assessment:

The City of Gloucester has an existing contract with fully-licensed lead paint inspector/risk assessor, Kevin Nestor, to inspect properties and prepare lead risk assessments as the City's Housing Rehabilitation Specialist. Mr. Nestor will complete a property inspection, lead inspection/risk assessment, and will then develop and prepare work specifications for each project based on the results of the risk assessment. All lead testing results will be furnished to the homeowner, along with applicable MassCLPPP informational materials on their responsibilities pertaining to the Lead Disclosure Rule.

3. Planned Approach:

Controlling lead-based paint hazards in housing prior to a child becoming lead poisoned is high priority for the City of Gloucester's Lead Hazard Control Program. As was outlined above, all housing units with children, or that are likely to house children in the future, are prioritized over housing units without children. All children will be required to receive blood lead testing within six months of rehabilitation services. It is the goal of this program to control or abate lead hazards prior to a child's blood lead level reaching hazardous levels. Widespread marketing efforts will motivate parents to seek out lead abatement services and enroll their home in the Program as a precaution, rather than strictly as a response to a healthcare provider's finding of an elevated blood lead level. All household applications with children present will be processed as soon as they are received, and lead control services will be provided by the Program as soon as possible.

4. Compliance with HIPAA:

Data included in this application were provided by the Massachusetts Childhood Lead Poisoning Prevention Program. The City of Gloucester will maintain all information in accordance with the Health Insurance Portability and Accountability Act (HIPAA); all medical records will be kept in securely locked file cabinets in a file storage location not open to the public, and access will only be granted to staff for which the medical information is required for case management and intervention. The City of Gloucester will require all program participants to sign a notice acknowledging their rights under HIPAA during the application process, and an agreement will be signed which authorizes City Lead Program staff to access pertinent medical data for programmatic purposes.

b. Technical Approach/Lead Hazard Control Interventions

1) Sequencing Key Program Activities.

All necessary staff to deliver program services is, or will be, in place, fully-trained, and well-versed in their roles and responsibilities immediately after award notification is received. Programmatic systems, including applications, application review processes, reporting, and contracting, are firmly established. *The City of Gloucester Lead Hazard Control Program will be ready to proceed from Day 1.*

a. Schedule

The City's Lead Hazard Control Program will follow a 36-month schedule (see Quarterly Benchmarks, Rating Factor 4). The City anticipates a two-week intake process, likely starting in late Quarter 1 or early Quarter 2. Quarter 1 will also be dedicated to vigorous marketing and outreach efforts. Lead inspections, property inspections, and risk assessments are anticipated to require 1-2 weeks (2 weeks if soil or laboratory testing is required.) Specifications will also be

developed during this time. A two week period will be required for bids and relocation arrangements. Any interior work requiring relocation is expected to require two to ten days. The timeframe for exterior abatement work may in some cases be dictated by the weather. Dust sample testing may add additional time for final clearance to occur. Therefore, it is anticipated that each individual project timeline will be approximately 9 to 10 weeks from intake to completion. If the home is also undergoing CDBG-funded housing rehabilitation to address code/safety issues, that timeline may be extended to accommodate the additional work, or the project may be strategically scheduled to minimize disruption to the client. The City of Gloucester's Community Development Department, Health Department, and the MassCLPPP have the capacity to immediately accommodate any emergency referrals if cases of lead poisoning or elevated blood lead levels arise.

b. Production Process

Lead Hazard Control Program procedures will follow a "step-by-step" process, following Program Policies developed at the beginning of the Program, which will likely follow an administrative model similar to the City's existing HUD-approved Housing Rehabilitation Program process. The Program Manager (PM) and Program Director will advertise and promote the Lead Program in local media, at medical offices, and through an established referral system with aforementioned partner agencies (Action, Housing Authority, Health Department, and more). Applications received will be reviewed for completeness and accuracy by the PM. The date of intake will be recorded. Eligibility will be determined according to a review of income documentation and other underwriting guidelines. Clients will submit applications, supporting income and medical documentation, and property information to the PM directly, who will approve/disapprove clients for participation in the Program.

If the client is determined by the PM to be income-eligible by HUD standards, a Letter of Acceptance will be sent to the homeowner that repeats the Program expectations that will appear on the City's website. The PM will work with the applicant and City Health Department (if needed) to coordinate any required blood lead level testing to ensure that it is on file with the City prior to the start of any work. Staff will then start a Project Checklist and Routing Sheet (included in every client file) to document project progress.

The PM will perform required programmatic and property-level Environmental Reviews and include in client folders. The PM will direct the Lead Specialist will schedule a visit with the client to review the work requested and perform a Housing Quality Standards inspection of the property for hazards and code violations. The Lead Specialist will also complete a full lead paint risk assessment. The PM will review the Lead Specialist's inspection report and risk assessment for all issues associated with the property, and determines priorities with homeowner based on budget. Lead control/abatement will be funded with a 0% deferred "15-year forgivable" loan, and any additional housing rehabilitation required will be financed with a CDBG loan agreement (up to \$20,000) between the City and the homeowner. The City will try to leverage funds or perform rehabilitation in conjunction with other local programs, such as Action, Inc.'s weatherization program, whenever possible.

The Lead Specialist will then prepare the scope of work and specifications based on the property and homeowner's needs, and provide "in-house" cost estimates for the proposed scope of work.

The PM shall establish and maintain a list of contractors who meet licensing and insurance requirements to bid on City projects. These contractors must provide documentation of all applicable state and EPA licenses to abate lead paint, a minimum of \$1 million commercial

liability insurance, workman's compensation coverage, and staff must document that the contractor is not federally debarred from bidding on federally-funded projects. Contractors must provide baseline blood lead levels for all crew members, and staff will request evidence of annual testing to ensure ongoing safety of program contractors.

The Lead Specialist and PM will coordinate invitation of these interested contractors to conduct a walk-through of property. Bid submissions will typically be received two weeks after the walkthrough.

The PM and Lead Specialist will receive bids, review with the homeowner, and typically select the low bidder (client can choose higher contractor, but must pay difference between low bid). If bids deviate substantially from the Lead Specialist's estimates, the Lead Specialist and PM will discuss, document, and determine the discrepancy, and may choose to reject all bids received. Bids that are not "cost-reasonable" and do not comply with *OMB Cost Principles 2 CFR 200* will be rejected. An individual project may be re-bid in order to achieve cost-reasonable pricing.

Once a bidder is selected, the PM will schedule a meeting to sign the City loan agreement for the cost of the project (and Affordable Housing Restriction, if applicable) with the client. This loan agreement is then approved by the signature of the City Attorney, Mayor, and Auditor.

The PM will then direct the client to sign a formal agreement with the selected contractor. This formal agreement will require the client to pay the contractor the value of the loan proceeds, and for the contractor to guarantee workmanship for a minimum of one year. The City will keep a copy of the client-contractor agreement on file.

The PM will meet with the client to develop a plan for relocation. The PM will obtain cost-reasonable quotes from area motels and temporary rentals and storage facilities that meet the

individual needs of the family that must be relocated during lead hazard remediation as required under the Uniform Relocation Act. Households with a disabled family member will be relocated to an accessible unit.

The PM will then issue a formal “Notice to Proceed” to the selected contractor with the caveat that a building permit and de-lead notice to the MA Department of Labor must be issued before work can begin. The Lead Specialist will prepare all “Application and Certificate for Payment” forms, which must be signed by the homeowner and contractor, to the PM as work progresses. All invoices from contractors will be accompanied by this work-in-place inspection documentation, signed by the homeowner and Lead Specialist. Frequent project monitoring and inspections will minimize production delays and impediments, as well as delays in payment to contractors.

The Lead Specialist, PM, and City Building Department must each complete a final inspection of the work completed, and sign off that the workmanship is satisfactory, to code, and to specifications before a final payment can be processed. Staff must ensure these final sign-offs are included in the project file, along with any applicable warranties from contractors. Homeowners may return to their properties as soon as final clearance has occurred. The Loan Agreement and Affordable Housing Restriction will be recorded at the Southern Essex Registry of Deeds. Upon the issuance of final payments and any approved relocation disbursements, the PM will close out the project case file by thoroughly reviewing the file to ensure all required documentation has been obtained.

c. Lead Hazard Control Work Specification Development Process:

As discussed above, the City’s Lead Specialist will develop Hazard Control Work Specifications, and will provide all specifications to the PM for approval prior to inviting contractors to bid. The

Lead Specialist will develop specifications after performing a detailed Housing Quality Standards (HQS) inspection and a Lead Inspection/Risk Assessment.

The Lead Specialist will prepare an in-house cost estimate for the proposed work. Projects with estimated costs that exceed maximum per unit cost limits will be ineligible to receive services if the scope of work cannot be limited or matching funds cannot be secured. Mr. Nestor, the Lead Specialist, will assist the homeowner in obtaining at least three bids for the work, and will manage contractor walk-throughs and questions about specifications. The PM will provide oversight of all lead and rehabilitation projects, and will ensure that all contractors are appropriately licensed and not listed on the Federal Debarred Contractor's List. The PM and Lead Specialist will maintain a current list of qualified contractors obtained through City solicitation processes. This list will be frequently updated, and information to contractors on how to get on the list will be posted in the City Building Department and advertised in local newspapers. The client may select a preferred contractor, but will be required to pay the difference if that bid is not the lowest reasonable received. The City will provide funds in the amount of the lowest bid received, provided that bid is within a reasonable range of the in-house estimate. If no bids are received, or if the bids received vary significantly from the in-house estimates, the project will be bid again.

2. Lead Hazard Control Interventions:

Mr. Kevin Nestor, the Lead Specialist, will perform all lead paint inspections and risk assessments. Mr. Nestor is a Massachusetts State licensed and certified Lead Paint Inspector/Risk Assessor. The State of Massachusetts licensing and certification requirements are rigorous, and exceed the federal standards for inspector certification. Mr. Nestor will perform combined risk assessments/lead inspections prior to developing the scope of rehabilitation work.

All required soil and dust wipe samples will be sent for processing at a local EPA National Lead Laboratory Accredited lab. All work specifications will be reviewed and approved by the PM for cost-reasonableness. Mr. Nestor will perform the lead inspection and risk assessment using the most modern accepted practices and federal standards for dangerous levels of lead. Clearance inspections and dust wipe testing will occur after abatement has occurred, and prior to re-occupancy. All lead hazard control interventions will be completed within 10 days.

All contractors performing interim controls and lead hazard abatement work will be trained, licensed, and certified by the State of Massachusetts Department of Labor and Workforce Development as is required by Massachusetts State law. This certification meets HUD and EPA guidelines for training and licensing. The City of Gloucester maintains an existing pool of pre-qualified lead abatement contractors through its existing Housing Rehabilitation Program, but as discussed, will expand this list through frequent advertisement in local media. All contractors must furnish proof of licensure and insurance to be added to the City's list. Once a selected contractor receives a Notice to Proceed from the City, State law requires the contractor to issue a Deleading Notification, which is sent to the Massachusetts Department of Labor and Workforce Development, the MassCLPPP, and the City of Gloucester Lead Hazard Control Program. The Massachusetts Department of Labor monitors all lead projects to ensure compliance with Federal, State, and local lead laws. The City's Lead Specialist will also monitor the site, and will ensure compliance with all regulations pertaining to the containment of lead dust hazards for the protection of occupants (if not relocated), and contractor employees. The PM will require all contractors employed by the program to have crew members blood tested annually for lead poisoning.

3. Temporary Relocation:

Lead Safe Work Practices require occupants to be relocated to a temporary, safe, and sanitary unit during lead hazard reduction activities. Only in a few circumstances is relocation not required (work can be completed in less than eight hours, elderly clients, exterior work only). It is anticipated that 100% of the City's hazard intervention projects will trigger the need for temporary relocation. The City's PM will be responsible for the temporary relocation of occupants, and will develop a relocation plan with the occupants. All relocations will be limited to 10 days or less, unless extreme circumstances dictate an extension for remediation. All occupants will return to their respective units once the Lead Specialist has issued a Clearance Certificate. All relocation costs will be approved by the Program Director.

4. Occupant Protection Measures:

The City's PM and the occupant will meet prior to the commencement of work to discuss relocation, and the Lead Specialist will meet with the client and contractor to develop appropriate occupant protection measures. Work will commence during times that are mutually agreed upon, and lead safe work practices will be followed at all times. The contractor will be required to give the occupant proper notice, and at no times will the occupants be exposed to hazards. The City's Lead Specialist will routinely inspect the job site to ensure proper safety practices are being employed. The occupant will be informed that entrance to the worksite during lead hazard reduction activities is prohibited. Clients will be responsible for cleaning the property and removing any belongings prior to the start date that could obstruct work at the job site. All occupant belongings will be relocated, covered, or sealed, and warning signs will be placed at the entrance of the home when lead hazard reduction activities are underway. If any high risk intervention is necessary, all occupants will be temporarily relocated prior to the

commencement of high risk work. The contractor will be responsible for proper worksite cleanup, and the Lead Specialist will inspect the worksite prior to issuing a clearance certificate for re-occupancy.

5. Clearance Examinations:

After all lead hazards have been controlled; the contractor is required to issue a “Notification of De-lead Work” to the Lead Specialist, who will then conduct a final clearance inspection. Final dust wipe samples will be sent to a local lab, and can be rushed if a situation requires (for an added fee). The Lead Specialist will issue a Certificate of Clearance within 48 hours of notification. If the unit does not meet the clearance standards for re-occupancy, the contractor will be required to correct any deficiencies or punch list immediately, and will bear the cost of such items. If relocation must be extended beyond ten days as a result of a failed re-occupancy inspection, the contractor will be held liable for the continued costs of relocation as liquidated damages until a passing result is achieved and re-occupancy can occur. The contractor will need to issue a new notification to reinitiate the final inspection process.

6. Post-Lead Hazard Control Maintenance of Units:

As part of the Affordable Housing Restriction (AHR) signed by the homeowner and local rental dwelling ordinances, the City Health Department will inspect rental units at intervals dictated under Massachusetts and local sanitary codes to ensure rental units are being adequately maintained, and the Community Development Department will mail “Tenant Income Certification” monitoring forms annually to ensure rental units are rented at or below the applicable HUD Fair Market Rent limits to a low-income tenant during the restriction period. The terms of the affordability restriction will require that all rental units continue to comply with all applicable building and sanitary codes (which include ongoing maintenance of any lead

paint). A documented, continued failure to comply with maintenance of units will be considered a default of the loan agreement and may trigger legal action by the City.

Properties receiving lead paint interim control through the City's Lead Program will be issued a "Letter of Interim Control" by the City's Lead Specialist at the completion of work, and this letter will contain reference to Massachusetts General Laws, Part 1, Title XVI, Section 197, which dictates stringent responsibilities for ongoing maintenance of lead paint hazards under the law by Massachusetts property owners.

7. Affirmative Marketing of Lead-Safe Housing to Low-Income Families:

The City of Gloucester will provide the Gloucester Housing Authority (GHA) with a listing of all rental units rehabilitated through the Lead Hazard Control Program in order to develop a registry of lead-safe rental units that are suitable for low-income families with Section 8 vouchers (see GHA Letter of Commitment, included in the Appendices). If a household seeking Section 8 rental housing has children under age six, any unit they wish to rent must have a certification that it complies with State and Federal Lead Paint laws, and cannot have chipping or peeling paint. In the City of Gloucester, this requirement often creates an additional hurdle to finding affordable, stable housing for struggling families due to the age of the majority of Gloucester's housing stock. Through the creation of a local online and hard copy Lead-Safe Housing Registry, the City and GHA will make apartment searching easier for low-income families with young children.

Additionally, units will also be recorded on the existing state "Lead Safe Homes Registry" provided by the Massachusetts Department of Health and Human Services. Finally, the Affordable Housing Restriction signed by all owners of multi-family properties under the City's

Lead Program contains specific language requiring landlords to market assisted rentals to low-income tenants.

3. Program Administration and Financial Management:

The Project Director, Tom Daniel, will oversee the overall administration and management of the City's Lead Hazard Control Program. Mr. Daniel will ensure that new duties under this grant are performed as assigned by existing and new staff. The Program Manager (PM) will serve as senior project staff with supervisory responsibilities. The PM will collect and maintain all data and reports required under the 2015 NOFA, and will serve as HUD's contact for the Program. The PM will oversee all contracts, and will be responsible for ensuring that the program meets all benchmark performance standards and adheres to all federal requirements. The PM will also coordinate and direct the services of the City's contracted Lead Specialist, Kevin Nestor, who will be responsible for all lead inspections and the procurement process for each project. The PM and Lead Specialist will be immediately responsible for daily project oversight and monitoring, and will maintain continual communication with the applicant and contractor.

All financial management procedures will utilize existing processes at the City of Gloucester Community Development Office on a programmatic level, and will be overseen by the City of Gloucester's Chief Financial Officer and City Auditor on a larger administrative level. Audits will be conducted in accordance with all federal, state, and local requirements. The City of Gloucester routinely conducts local auditing and undergoes federal audits, and is currently in compliance with all required accounting and administrative requirements of its multiple federal grant programs (CDBG, HOME, U.S. EPA Brownfields, and more).

4. Economic Opportunity:

As recipients of more than \$200,000 in HUD funds (HOME & CDBG) annually, the City of Gloucester is required to meet Section 3 requirements as a regulatory mandate. The City strives to meet or exceed the requirement that 10% of the total dollar amount of construction contracts be awarded to businesses owned or employing low- and very-low income persons living in Essex County. The City offers contractors who wish to be included on the City's pre-qualified list the opportunity to apply for preference as a Section 3 contractor. When hiring for the Program Manager, the City will also give preference to low-income residents from the City of Gloucester or Essex County who meet the position's requirements. The position will be widely advertised, which will include targeted marketing to local public housing residents. The City submits its HUD 60002, Section 3 Summary Report, "Economic Opportunities for Low-and Very Low-Income Persons" report annually, and will continue to adhere to Section 3 reporting requirements if Lead Hazard Control funding is awarded.

5. Lead Hazard Control Outreach:

1. Collaborative Agreements/Arrangements:

The City of Gloucester has a history of participation in efforts to eliminate childhood lead poisoning. The City of Gloucester's Health Department routinely corresponds with the MassCLPPP, and works to address health and environmental conditions affecting Gloucester's children. The City previously partnered with Action, Inc., Gloucester's community action agency, to offer loan counseling services for low-income residents seeking MassHousing lead abatement loans. The City proposes to partner with Action, Inc., to share services. Action can offer Lead Program clients translation services, access to Action's social service programs, and

additional weatherization services. In turn, Action will refer their clients in need of lead hazard control to the City for services (see attached Letter of Commitment).

The City also proposes to partner with the Gloucester Housing Authority to remediate lead in rental housing that is occupied by the Housing Authority's Section 8 Housing Choice Voucher clients. The GHA will also provide a listing of the City's certified lead-safe housing to help its clients with children under six to locate safe rental housing in the future (see Letter of Commitment).

2. Outreach Activities and Outcomes:

The City's relationship with Action, Inc. is expected to generate at least ten referrals of extremely low-income and/or minority applicants to the program per year. Action, Inc. staff is experienced in assisting minority populations to overcome cultural and linguistic barriers in accessing government assistance programs, and direct minority clients to all relevant public assistance resources available; including the City's programs. MassCLPPP provides lead poisoning prevention educational materials in Cambodian/Khmer, Chinese, Haitian Creole, Laotian, Portuguese, Russian, Spanish, and Vietnamese, which are available to the City of Gloucester's Program.

Marketing and outreach efforts will also include:

- Advertisement in the local Gloucester Daily Times newspaper, the most widely circulated weekly community newspaper in the Cape Ann region;
- Direct mailings to single and multi-family property owners in identified target neighborhoods;

- Informational posters displayed prominently at schools, childcare centers, local family health clinics, grocery stores, libraries, community centers, the YMCA, churches, and other facilities used by families with young children;
- Direct contact with pediatricians, religious and community leaders, General Assistance providers, and health care workers; and
- Applications and program information on the City of Gloucester website;
- Provision of marketing materials to the City of Gloucester Housing Authority (GHA) and its Housing Inspector for its leased Section 8 properties.

It is expected that 75 households will be served through the City of Gloucester's three-year Lead Hazard Control Program as a result of referrals, marketing, and outreach. If at least one child resides in each of these 75 units over the coming years, hundreds of children could be protected from the hazards of lead. The City of Gloucester expects to see an increase in childhood lead screening rates in the next three years, and a decrease in the incidences of childhood lead poisoning in Gloucester.

3. Affirmatively Furthering Fair Housing:

The City of Gloucester is committed to reducing and eliminating incidents of housing discrimination in the community, and removing barriers to housing opportunities. Emily Freedman, Senior Project Manager for Housing & Community Development, is the City's current Fair Housing Officer. The Fair Housing Officer will continue to be available as a resource for residents who feel that they have been denied housing due to race, religion, familial status, ethnicity, gender, sexual orientation, income source, or disability, and offers to serve as liaison to the Fair Housing Center of Greater Boston if residents wish to pursue a formal complaint against their landlord.

In the City of Gloucester, the lack of affordable housing is the primary impediment to fair housing in the community. In some cases, families with young children are forced to choose between the health and safety of their children and affordable rents. The Lead Hazard Control Grant will be a valuable tool for the City to use to ensure an adequate supply of safe, affordable housing. The Gloucester Housing Authority reports that Section 8 voucher holders have difficulty locating certified lead-safe units, and some have even been forced to move once they have children if a landlord cannot or will not de-lead their unit. The City will use Lead Hazard Control Grant funds to make lead-safe as many rental units as possible, and will require that all rental units remain affordable and be advertised as “Certified Lead Safe” to increase the housing opportunities available for low-income families with young children. These units will then be listed on both the local and state “Lead Safe Housing” registries.

BUDGET

6. Budget Proposal:

The City of Gloucester proposes to provide a comprehensive lead abatement program for single and multi-family properties in the City of Gloucester. The Program will provide lead inspections, risk assessments, soil testing and remediation, lead paint hazard control or abatement, and formal clearance in 75 units over the 36-month time frame of the grant. In addition, the City will provide marketing and outreach to families with young children in Gloucester with the goal of increasing childhood blood lead level testing rates in the City.

1. Budget Estimate of Costs:

- **Administrative costs \$108,683.38:** Administrative costs (capped at 10%) will be charged for the City of Gloucester’s administrative management required to implement the Lead Hazard Control Program. Administrative costs for the Project Director and

Bookkeeper will be financed entirely through local match (CDBG and City funds).

Administrative charges for the Program Manager are allocated pro rata. It is anticipated that 50% of the PM's time will be allocated to program budgeting, development of agreements with contractors, monitoring, and evaluating program results. The remainder of time will be spent on client intake, processing, and inspections. The three-year administrative total for the PM's wages and benefits (prorated at 50%) for administrative functions will equal \$97,413.38. Administrative expenses will also include the cost for travel of direct labor employees locally and to required trainings in Washington, D.C., printing and mailing costs, marketing materials, general office supplies, and XRF analyzer purchase (\$11,270.00). In sum, administrative costs borne by the grant are anticipated to fall below **\$108,683.38**. Any funds not expended on program administrative costs will be reallocated to projects. **See the attached HUD_424_CBW: Budget Worksheet for a more detailed breakout of budgeted program administration costs.**

- **Direct costs \$1,427,893:** The sum of costs using the format of the HUD_424_CBW worksheet for this proposal is \$1,615,486.98. However, a total of \$108,683.38 is administrative costs borne by the grant, and an additional \$78,911 will be provided as local match for staff costs. Therefore, **\$1,427,893** will be comprised of all non-administrative, direct labor performed by the key personnel and costs will be for specific intervention activities, such as hazard reduction, site inspections, and project documentation. CDBG will provide additional eligible match for ancillary rehab, structural studies for older properties, and code violation corrections (\$210,000), making the total request to HUD **\$1,326,576.75**.

- **Indirect costs \$0:** There will be no charges incurred for indirect costs.
- **Fringe benefits:** The fringe benefit rates for staff are included in the **Budget Worksheet**. The Lead Specialist is an independent contractor. Benefit rates are an estimate, as the City has not yet hired a Program Manager, and rates will vary based on health plan choice. The estimated rate is 18%. Only the PM's benefits are included in the monetary request from HUD; all other staff member costs are covered by match.
- **Equipment and supplies:** The City's contracted Lead Specialist provides his own supplies, and incorporates their replacement cost into his hourly per diem rate. The City will purchase office supplies in support of program operations. These minor costs are included in the HUD_424 form.
- **Subcontracting:** The City will not subcontract any funds to outside agencies. The City's Lead Specialist is the only proposed subcontractor of the Program.

2. Budget Narrative:

See above, and attached **HUD_424_CBW: HUD Detailed Budget Worksheet** for the City of Gloucester Lead Hazard Control Grant Program. Separate narrative justification for partners receiving more than 10% is not required under this grant proposal, as no financial subcontracts will occur to outside agencies. Match documentation is provided in the Appendix, attached.

RATING FACTOR 4: ACHIEVING RESULTS AND PROGRAM EVALUATION

- a. Program Activities, Outputs, and Yearly Outcomes for the Entire Period of Performance:**

1) Project Goals and Activities:

Upon notification of grant award, the City will initiate its planned Lead Hazard Control Program. The City of Gloucester will use the funds, in conjunction with leveraged CDBG funds, to enroll 100 or more households, make 75 units lead-safe, and conduct widespread outreach and marketing to target the parents of children under the age of six who rent or own older homes.

The City will partner with local community action groups and the Gloucester Housing Authority to provide effective community outreach in order to generate a steady stream of program applicants and referrals.

The Hazard Control Program will follow a schedule based on the following 36-month Quarterly Benchmarks Worksheet. It is expected that the strongest marketing efforts will occur in the first quarter of the grant cycle, but will be sustained or increased if a lag in enrollment occurs. The up-front costs for marketing are reflected in the LOCCS drawdown schedule. Unit intake, assessment, and associated LOCCS drawdowns will occur in the same quarter. Public education and outreach will occur throughout the life cycle of the grant. If Q1 starts in September, it's expected that the program will have high production in the summer months, and low production in the winter.

Benchmark Performance Standards Worksheet													
ACTIVITY	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13
Units Enrolled		30%	40%	45%	55%	65%	75%	85%	95%	100%			
Assessments Completed		5%	15%	40%	45%	55%	65%	85%	95%	100%			
Units Completed and Cleared			5%	10%	25%	25%	30%	55%	80%	80%	90%	100%	
LOCCS Draws		10%	25%	35%	45%	55%	65%	75%	80%	85%	90%	95%	100%

b. Measurement of Performance Targets; Adjustments to Work Plan:

Gloucester will ensure benchmarks are met within established timeframe by performing rehab work in conjunction with other housing improvement activities, which will boost unit production and referrals, establishing public/private lending partnerships, and through frequent progress meetings and reporting.

1) Program Oversight:

Ensuring a steady and regular flow of clients will be critical to the viability of the City's Lead Hazard Control Program. Outreach and marketing efforts will be vigorous (mailings, direct outreach to health clinics, and local advertisement) to ensure an ample supply of clients so that the benchmarks established by the Program will be met. The PM will submit required quarterly reports to HUD, and will also make routine biweekly performance reports to Program Director Tom Daniel.

2) Mechanism to Assess Progress and Track Performance:

The PM will document and report progress to both the Program Director and HUD. Any deviation in performance and unit production from the Program Performance Benchmarks established under this Proposal will be evaluated by the Program Director, and corrective actions will be taken if necessary to ensure adequate program progress.

2. NOFA Priorities

C. Comprehensive assessments of and interventions in homes for rehabilitation, health, and energy deficiencies.

The City of Gloucester actively collaborates with Action, Inc., to partner City Housing Rehabilitation services with Action's Weatherization services. Action's Department of Energy

and National Grid-funded program provides Action fuel assistance clients with a comprehensive energy audit, weatherization measures (air sealing, blown-in insulation, new appliances, heating system upgrades, new lightbulbs, and more), as well as utility bill discounts. When the City and Action partner services, a home receives a comprehensive Housing Quality Standards (HQS) inspection, knob and tube electrical inspection (if required), appliance audit, and whole-house energy audit. The City's Rehabilitation Program offers a deferred payment loan to address any and all health and safety issues present in the home; Action provides up to \$17,000 in grant funds to address weatherization, appliance, and heating system upgrades to correct energy deficiencies. **(See Action, Inc. support letter, attached.)** If Lead Hazard Control funds are awarded by HUD, the City will integrate the Lead funds and formalize this funding partnership (Lead-CDBG-Weatherization) with a formal Memorandum of Understanding.

3. Bonus Points

a. Preferred Sustainability Status Communities Bonus Points

The City of Gloucester is a "Regional Urban Center" member of the Metropolitan Area Planning Council's Metro Boston Consortium for its HUD FY2010 Sustainable Communities Regional Planning Grant Program, and is eligible to receive bonus points for HUD funding opportunities. Through its agreement to participate in the Consortium, the City committed to the Sustainable Communities and Metro Boston Initiative purpose and goals. This proposed Lead Hazard Control Program will further the purpose of the Consortium, and will follow the Federal "Livability Principles" of the Sustainable Communities Program by expanding healthy, affordable housing options in Gloucester. **See HUD 2995, Certification of Consistency with Sustainable Communities Planning and Implementation, attached.**

**Summary of Community Preservation Committee Recommendations
For Round 6, FY2015 Funding**

Project #	APPLICANT	PROJECT PURPOSE	CPA CATEGORY	RECOMMENDED AMOUNT
1	Action, Inc.	Preservation of Action Façade – Historic Woolworth Building, Phase I	Historic Resource	\$70,000
2	Action, Inc.	Gloucester Rental and Mortgage Assistance Program	Community Housing	\$24,750
3	CA Women's Softball League & City of Gloucester, DPW	Mattos Field Rehabilitation	Recreation	\$110,000
4	Gloucester Unitarian Universalist Church	Fire-Sprinkler & Deterrence Project	Historic Resource	\$50,000
5	Ocean Alliance, Inc.	Tarr and Wonson Paint Manufactory – Interior Renovation of Buildings A & B	Historic Resource	\$70,000
6	The Gloucester Adventure, Inc.	Restoration of Schooner Adventure – Captain's Cabin	Historic Resource	\$25,000
7	St. John's Episcopal Church	Feasibility Study for housing at St. John's Episcopal Church	Community Housing	\$5,000
			TOTAL	\$354,750