

CITY CLERK  
GLOUCESTER, MA  
16 MAR 30 PM 2:11

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GLOUCESTER CITY COUNCIL  
**Budget & Finance Committee**  
Thursday, April 7, 2016 – 5:30 p.m.  
1<sup>st</sup> Fl. Council Committee Room – City Hall

**AGENDA**

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

1. *Memorandum from City Auditor re: City's FY2015 Basic Financial Statements (TBC 04/21/16)*
2. *Memorandum & Supplemental Appropriation-Budgetary Transfer 2016-SA-23 from DPW Director*
3. *Memorandum, Grant Application & Checklist from Police Chief re: FY16 Dept. Public Health, Bureau of Substance Abuse Services, Legislative Earmarks Program, with a maximum obligation of \$100,000*
4. *Special Budgetary Transfer 2016-SBT-12 from Legal Department*
5. *Memorandum from Community Development Director for approval of a Community Preservation Committee off-cycle recommendation for the purchase of property on Atlantic Road for its preservation in the amount of \$50,000*
6. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

Chair, Councilor Scott Memhard  
Vice Chair, Councilor Joseph Orlando, Jr.  
Councilor Joseph Ciolino

CC: Mayor Theken  
Jim Destino  
Kenny Costa  
John Dunn  
Chip Payson  
Mike Hale  
Police Chief Leonard Campanello  
Tom Daniel  
Debbie Laurie  
William Dugan/Catherine Schlichte

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

City Hall  
Nine Dale Avenue  
Gloucester, MA. 01930



TEL 978 281 9730  
FAX 978 281 8472

**CITY OF GLOUCESTER  
CITY AUDITOR'S OFFICE**

**MEMORANDUM**

**TO: Honorable Mayor Sefatia Romeo Theken and City Council**  
**FROM: Kenny Costa, City Auditor** *KC*  
**RE: City's FY 2015 Basic Financial Statements**  
**Date: March 11, 2016**

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The City of Gloucester's Independent Auditors' Report on Basic Financial Statements and Required Supplementary Information Report for the fiscal year ended June 30, 2015 will be available for discussion at the next Budget & Finance Committee Meeting. At the close of each fiscal year, state law requires the City of Gloucester to publish a complete set of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP), and that are audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

The report is designed to be used by the elected and appointed officials of the City and others who are concerned with its management and progress such as bond analysts, banking institutions and rating agencies as well as the residents and taxpayers of Gloucester.

The City's financial statements have been audited by Roselli, Clark & Associates a firm of licensed certified public accountants, who report to the Gloucester City Council.

A copy of the entire report will be on file in the City Clerk's Office.

Please refer this matter to the Budget and Finance subcommittee for review and discussion.

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**

To: James Destino, Chief Administrative Officer  
From: Michael B. Hale, AICP, Director of Public Works  
Date: 25 February-2016  
**RE: Roof Repairs Gloucester Police Station – Court House**

Public Works is requesting \$120,000.00 of capital funds from the Building Maintenance Stabilization Fund 860000 to be transferred to Facilities 472. . .52410. The purpose of funding is to replace approximately 5,100 sq.ft of roof on the police station/ court house building. The entire roof at this facility is past its useful life expectancy and is in need of replacement, but this particular section is no longer serviceable and is causing frequent issues within the court offices..

Please do not hesitate to contact this office if you have any questions.

**City of Gloucester**  
**SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST**  
**Fiscal Year 2016**

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2016-SA- 23 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor/DPW

APPROPRIATION AMOUNT: \$ 120,000.00

Account to appropriate from:  Unfund Account # 860000.10.991.59600.0000.00.000.00.059  
Account Description Building Maintenance Stabilization Fund

Balance Before Appropriation \$ 460,163.00

Balance After Appropriation \$ 340,163.00

Account Receiving Appropriation: Unfund Account # To be determined by City Auditor  
Account Description Police Station Roof Repair Fund

Balance Before Appropriation \$ -

Balance After Appropriation \$ 120,000.00

DETAILED ANALYSIS OF NEED(S): Replace approximately 5,100 Sq Ft of roof on Police Station/Courthouse

APPROVALS:

DEPT. HEAD: [Signature] DATE: 3/14/16

ADMINISTRATION: [Signature] DATE: 3/15/2016

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_



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

Chief Leonard Campanello  
(978)281-9775

*Memorandum*

**March 10, 2016**

**To: Mayor Sefatia Romeo Theken**

**From: Chief Leonard Campanello**

**RE: FY16 Dept. of Public Health, Bureau of Substance Abuse Services**

Mayor Romeo Theken,

Please find our approved contract for the FY16 Substance Abuse Legislative Earmarks Program with a maximum obligation of \$100,000. I respectfully ask that it be approved to accept.

Respectfully,

  
Leonard Campanello  
Chief of Police



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

Granting Authority: State  X  Federal \_\_\_\_\_ Other \_\_\_\_\_

Name of Grant:  Substance Abuse Legislative Earmarks Program

Department Applying for Grant:  Police

Agency-Federal or State application is requested from:  MA Dept. Public Health

Object of the application:  Provide funding for the Gloucester Initiative Angel Program

Any match requirements:  None

Mayor's approval to proceed:  [Signature]   3/14/2016   
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.**





The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

**CHARLES D. BAKER**  
Governor

**KARYN E. POLITO**  
Lieutenant Governor

**MARYLOU SUDDERS**  
Secretary

**MONICA BHAREL, MD, MPH**  
Commissioner

Tel: 617-624-8000  
[www.mass.gov/dph](http://www.mass.gov/dph)

January 25, 2016

Leonard Campanello, Chief of Police  
City of Gloucester  
197 Main Street  
Gloucester MA 01930

Dear Mr. Campanello:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has awarded the City of Gloucester a new contract based upon the FY'2016 Supplemental Budget. This contract, #INTF2340M04W16058186 has a maximum obligation of \$100,000.00 and will be in effect from February 8, 2016 through June 30, 2016.

If you have any questions, please call the Bureau at (617) 624-5146.

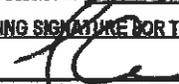
A handwritten signature in black ink, appearing to read "A. Whiteman".

Charles A. Whiteman, Director of Administration and Finance  
Bureau of Substance Abuse Services

# 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](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osc](http://www.mass.gov/osc) under [OSD Forms](#).

|   |   |
|---|---|
| <b>CONTRACTOR LEGAL NAME:</b><br>City Of Gloucester<br>(and d/b/a):   | <b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health<br><b>MMARS Department Code:</b> DPH   |
| <b>Legal Address: (M-F, W-4, T&amp;C):</b><br>9 Dale Ave, Gloucester, MA 01930-3009   | <b>Business Mailing Address:</b><br>250 Washington Street, Boston, MA 02108   |
| <b>Contract Manager:</b> Leonard Campanello<br><b>E-Mail:</b> <a href="mailto:lcampanello@gloucester-ma.gov">lcampanello@gloucester-ma.gov</a><br><b>Phone:</b> 978-281-8775 <b>Fax:</b> n/a  | <b>Billing Address (if different):</b><br><b>Contract Manager:</b> Sokonthea An<br><b>E-Mail:</b> <a href="mailto:Sokonthea.An@MassMail.State.MA.US">Sokonthea.An@MassMail.State.MA.US</a><br><b>Phone:</b> 617-624-6190 <b>Fax:</b> 617-624-5017   |
| <b>Contractor Vendor Code:</b> VC6000182098<br><b>Vendor Code Address ID (e.g. "AD001"):</b> AD001<br>(Note: The Address ID must be set up for EFT payments.)   | <b>MMARS Doc ID(s):</b> INTF2340M04W16058188<br><b>RFR/Procurement or Other ID Number:</b> W16058 LEG Exempt  |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)  | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <i>Prior</i> to Amendment: __, 20__<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b><br><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) |
| The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.<br><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services   |   |
| <b>COMPENSATION: (Check ONE option):</b> 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.<br><input type="checkbox"/> 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.)<br><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>100,000.00</u>   |   |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 <input checked="" type="checkbox"/> 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.)  |   |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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.)<br>Serv. Purchased in Supp. Of Human and Social Serv.   |   |
| <b>ANTICIPATED START DATE: (Complete ONE option only)</b> The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <u>no</u> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> .<br><input checked="" type="checkbox"/> 2. may be incurred as of <u>02/06</u> , 20 <u>16</u> , a date <b>LATER</b> than the <b>Effective Date</b> below and <u>no</u> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> .<br><input type="checkbox"/> 3. were incurred as of __, 20__, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.   |   |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u> , 20 <u>16</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.   |   |
| <b>CERTIFICATIONS:</b> 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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <b>804 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |   |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X:  Date: <u>2/29/16</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Leonard Campanello</u><br>Print Title: <u>Chief of Police</u>  | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: _____ Date: _____<br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Sharon Dyer</u><br>Print Title: <u>Director, Purchase of Service Office</u>   |

FY: 2016

Amendment # (if Applicable): \_\_\_\_\_

If Federal Funds, CFDA#

**PURCHASE OF SERVICE – ATTACHMENT 1: PROGRAM COVER PAGE**

**PROGRAM INFORMATION**

|  |   |
|--|---|
| <b>Contractor Name:</b><br>City Of Gloucester  | <b>Department Name:</b><br>Massachusetts Department of Public Health  |
| <b>Program Type:</b><br>Substance Abuse Legislative Earmarks   | <b>Document ID #:</b> INTF2340M04W16058186                            |
| <b>Program Name:</b>   | <b>UFR Program:</b>   |
| <b>Program Address:</b><br>9 Dale Ave  | <b>MMARS Program Code:</b> 4912                                       |
| <b>City/State/Zip:</b><br>Gloucester, MA 01830-3009  | <b>Other Reference Information (Information Purposes Only):</b>       |
| <b>Contact Person:</b> Leonard Campanello<br><b>Telephone:</b> 978-281-9775  | <b>Contact Person:</b> Sokonthea An<br><b>Telephone:</b> 617-624-6190 |
| <b>RFR INFORMATION:</b> <input type="checkbox"/> Attached <input type="checkbox"/> RFR Reference #<br><input type="checkbox"/> Legislative exemption <input type="checkbox"/> Emergency <input type="checkbox"/> Collective Purchase <input type="checkbox"/> Interim <input type="checkbox"/> Amendment<br><b>SCOPE OF SERVICES:</b> <input type="checkbox"/> Bidders Response Attached <input checked="" type="checkbox"/> Description of Services Attached<br><b>TOTAL ANTICIPATED CONTRACT DURATION:</b> <u>2/8/2016</u> to <u>6/30/2016</u><br><b>INITIAL DURATION:</b> <u>2/8/2016</u> to <u>6/30/2016</u><br><b>OPTIONS TO RENEW:</b> *****Refer to RFR for options to renew and for years each option***** |   |

**FISCAL TERMS**

|   |                        |        |                            |              |               |        |
|---|------------------------|--------|----------------------------|--------------|---------------|--------|
| Price is established through: (Check 1, 2, or 3)<br><br><input type="checkbox"/> <b>OPTION 1: PRICE AGREEMENT</b> (list price)<br>\$ _____<br>Rate Regulation (if any) _____<br><br><input type="checkbox"/> <b>OPTION 2: SUMMARY BUDGET</b> ("T" Lines only)<br><input type="checkbox"/> Unit Rate<br><input type="checkbox"/> Cost Reimbursement<br><input type="checkbox"/> Other _____<br><br><input checked="" type="checkbox"/> <b>OPTION 3: COMPLETED BUDGET</b><br><input checked="" type="checkbox"/> Cost Reimbursement<br><input type="checkbox"/> Unit Rate<br><input type="checkbox"/> Other _____ | <b>FUNDING SUMMARY</b> |        |                            |              |               |        |
|   | Prior Years            |        | Current Years              |              | Future Years  |        |
|   | FY                     | Amount | FY                         | Amount       | FY            | Amount |
|   |                        |        | 2016                       | \$100,000.00 |               |        |
|   | <b>Total:</b>          |        | <b>Total:</b> \$100,000.00 |              | <b>Total:</b> |        |
| <b>Multi Years Total:</b> \$100,000.00  |                        |        |                            |              |               |        |
| <b>Current Max Obligation:</b> \$ _____ <b>Unit Rate:</b> \$ _____ per _____ <b># Billable Units:</b> _____   |                        |        |                            |              |               |        |
| <b>Additional Payment or Price Specifications:</b>  |                        |        |                            |              |               |        |

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME:**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**  
**CONTRACT #:**

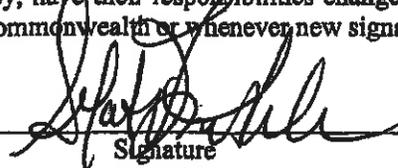
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. 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           |
|---------------------------|-----------------|
| Leonard Campanello        | Chief of Police |
|                           |                 |
|                           |                 |
|                           |                 |
|                           |                 |

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: 3-10-2016

Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9738

Email: SRomeotheKen@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: City of Gloucester  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192096  
CONTRACT #:

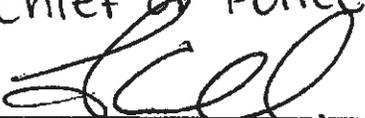
PROOF OF AUTHENTICATION OF SIGNATURE

It is required 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): Leonard Campanello

Title: Chief of Police

X 

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

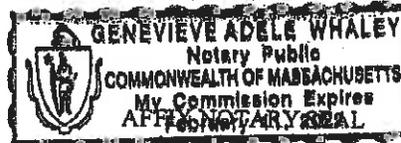
AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

ESSEX COUNTY, MASSACHUSETTS

I, Genevieve A. 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:

FEBRUARY 25, 20 16

My commission expires on: FEBRUARY 11, 2022



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

## Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF2340M04W16058186

**Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.**

**New Contract** This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable). Earmark contract for the development, implementation, monitoring and documentation of a pilot program in the City of Gloucester

**Contract Amendment**

If choosing amendment you must check off one of the three types below and provide explanation

**Increase**

Include a clear explanation of what the funding change will support in terms of additional services.

**Decrease**

Include a clear explanation of what services are being reduced as a result of the funding decrease.

**Other**

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).





**UFR**  
**UFR PROGRAM COMPONENT AND TITLE DESCRIPTIONS**  
**UNDER 808 CMR 1.00**

Commonwealth of Massachusetts | Executive Office for Administration & Finance | Operational Services Division  
 Fiscal Year 2011  
 Rev. 2011

**BASIC CONCEPTS**  
**PROGRAM REQUIREMENTS**

The terms of the contract program budget govern the selection of the proper program components and titles to be used in the UFR. For example, if the contract program budget indicates that the program is to employ a "Social Worker-LICSW," UFR Title number 124 in category number 1 Direct Care/Program Staff, this position must also be disclosed in the UFR using the same UFR component and title. The program specifications included in the proposal furnished in response to the Request for Proposal (RFP) that was negotiated and incorporated into the contract with the purchasing department must be consistent with the definitions and specifications contained in this document. The UFR title number for a LSW (UFR Title number 126) should be disclosed if a LSW is currently employed in the program rather than the LICSW that was included in the negotiated contract. In most cases it is expected that budgeted and negotiated position should be the same as those disclosed in the UFR.

**CREDENTIALS**

Direct care/program staff components are defined, in part, in terms of required credentials. It is not relevant to the proper classification of a position that a staff member who currently fills the position possesses a particular credential, unless the RFR or contract requires the credential for that position.

**FUNCTION vs. TITLE**

Direct care/program staff components are determined by their program function. For example, a licensed physician should be classified as a "Physician" only if the physician provides medical care as outlined in the component definition. If a physician performs the functions of a "Program Director", then that component should be used.

It is the functional definition, not the title, which governs the definition of a particular component and UFR Title. A program's "Residence Director", for example, may be classified as a Program Manager, Program Director, Assistant Program Director, or Supervisor, depending upon the actual functions performed and the scope of responsibility involved. Yet the fact that the titles used in this document coincide with titles customarily used by program staff does not settle the question of proper classification. Again, this document's definitions govern. A particular program position is classified as a "Case Worker/Manager", rather than as a "Counselor", if the required credentials and responsibilities coincide more closely with the definition of "Case Worker".

This document is formatted to establish a hierarchical schedule for the components, e.g. the Program Director would report to the Program Manager, and a Direct Care/ Program Staff I would report to a Direct Care/ Program Staff Supervisor. All direct care or program staff positions which are not specifically defined in this document, such as American Sign Language interpreter, phlebotomist, instructor, resource librarian, medical technician, health education specialist, work procurement specialist, certified occupational therapy assistant, etc., should be classified as "Direct Care/Program Staff I, II or III," as appropriate.

**CATEGORY 1: DIRECT CARE / PROGRAM STAFF**

Category 1 includes direct care staff/program staff required to provide direct care or deliver other primary program services.  
 (Components 101-151)

| Code | Description  |
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| 101  | <b>Program Function Manager:</b> An individual who has overall responsibility for the management, oversight and coordination of a programmatic functional area within or across programs as in the case of "Medical Director", "Residence Director", "Clinical Director", "Education Director", etc. (Compensation for individuals whose primary responsibilities are administrative and cut across several programs should be classified under 410 - "Agency and Program Administration and Support" component.)                |
| 102  | <b>Program Director:</b> An individual who has overall responsibility for the daily operation of one or more individual programs.  |
| 103  | <b>Assistant Program Director:</b> An individual, who reports directly to the Program Director, acts for the Program Director in his/her absence and functions as an advisor/assistant to the Program Director.  |
| 104  | <b>Supervising Professional:</b> A credentialed professional (Physician, Psychiatrist, Social Worker, Nurse, etc.) whose primary responsibility is the supervision of fellow credentialed professionals in the daily performance of their programmatic functions. A professional whose duties chiefly entail supervision of nonprofessionals or paraprofessionals should be classified under 133 - Direct Care/ Program Staff Supervisor. Supervisors assigned to this component may also provide incidental direct client care. |
| 105  | <b>Physician:</b> A Board of Registration in Medicine-licensed or Board-eligible physician (including all medical specialties, e.g., dentist, podiatrist except psychiatry Component 121) with either a MD or DO degree whose primary responsibility is delivery or supervision of health/medical care to program participants.  |
| 106  | <b>Physician's Assistant:</b> An individual registered as a physician's assistant by the Department of Public Health and functioning in that capacity.   |
| 107  | <b>Registered Nurse - Master's, Nurse Psychiatric Mental Health Specialist, Nurse Practitioner, and Nurse - Midwife:</b> An individual who possesses a Master's degree in nursing and/or is registered by the Board of Registration in Nursing as a registered nurse and is practicing in an expanded role and functioning in any of the above capacities.   |
| 108  | <b>Registered Nurse:</b> An individual who is licensed as a registered nurse by the Board of Registration in Nursing (both BSNs and others), does not possess a Master's degree and is engaged in nursing duties.  |
| 109  | <b>Licensed Practical Nurse:</b> A person licensed as a practical nurse by the Board of Registration in Nursing and engaged in nursing duties.   |
| 110  | <b>Pharmacist:</b> A person licensed by the Board of Registration in Pharmacy and functioning as a pharmacist.   |
| 111  | <b>Occupational Therapist:</b> An individual registered as an occupational therapist by the Board of Registration in Allied Health Professionals and who provides occupational therapy.  |

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| 112 | <b>Physical Therapist:</b> A person registered as a physical therapist by the Board of Registration in Allied Health Professionals and who provides physical therapy.   |
| 113 | <b>Speech/Language Pathologist, Audiologist:</b> An individual registered as a Speech/Language Pathologist or as an Audiologist by the Board of Registration in Speech/ Language Pathology and Audiology and who provides speech and hearing therapy.   |
| 114 | <b>Dietitian/Nutritionist:</b> An individual registered as a dietitian by the Commission on Dietetic Registration of the American Dietetic Association and providing nutritional counseling, education, supervision of meal/menu preparation, or an individual with a Bachelor's or Master's degree in nutrition who provides nutritional counseling, education, supervision of meal/menu preparation.  |
| 115 | <b>Special Education Teacher:</b> A teacher certified in special education by the Massachusetts Department of Education and working in that capacity.   |
| 116 | <b>Teacher:</b> A teacher holding teacher certification by the Massachusetts Department of Education in an area other than special education and working in that capacity.  |
| 117 | <b>Day Care Director:</b> An individual certified by the Office for Children as a Day Care Director and functioning in that capacity.   |
| 118 | <b>Day Care Lead Teacher:</b> An individual certified by the Office for Children as a Day Care Lead Teacher and functioning in that capacity.   |
| 119 | <b>Day Care Teacher:</b> An individual certified by the Office for Children as a Day Care Teacher and functioning in that capacity.   |
| 120 | <b>Day Care Assistant Teacher/Aide:</b> An individual certified by the Office for Children as a Day Care Assistant Teacher/Aide and functioning in that capacity.   |
| 121 | <b>Psychiatrist:</b> An individual licensed to practice medicine, certified or eligible for certification by the American Board of Psychiatry and primarily involved in rendering or directing psychiatric care.  |
| 122 | <b>Psychologist - Doctorate:</b> An individual holding a doctoral degree in psychology (including behavioral psychologists and neuropsychologists), or a closely related field, registered as a psychologist by the Board of Registration of Psychologists and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.   |
| 123 | <b>Clinician (formerly Psychologist - Master's):</b> An individual holding a Master's degree in psychology (including behavioral psychologists) or a closely related field and primarily engaged in providing diagnostic evaluations, psychological counseling or development and implementation of behavioral treatment plans.   |
| 124 | <b>Social Worker - LICSW:</b> An individual registered as a Licensed Independent Clinical Social Worker by the Board of Registration of Social Workers and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.   |
| 125 | <b>Social Worker - LCSW:</b> An individual registered as a Licensed Certified Social Worker by the Board of Registration of Social Workers and providing social work services.  |
| 126 | <b>Social Worker - LSW:</b> An individual registered as a Licensed Social Worker by the Board of Registration of Social Workers and providing social work services (including casework/counseling).   |
| 127 | <b>Licensed Counselor:</b> An individual with at least a Master's degree in counseling, or a related discipline, who is licensed by the appropriate Board of Registration and who provides counseling services.   |
| 128 | <b>Certified Vocational Rehabilitation Counselor:</b> An individual who is certified by the Committee on Accreditation of Rehabilitation Facilities and who provides vocational rehabilitation counseling.  |
| 129 | <b>Certified Alcoholism Counselor, Certified Drug Abuse Counselor, Certified Alcoholism/Drug Abuse Counselor:</b> An individual who is registered as either an Alcoholism Counselor, a Drug Abuse Counselor or both by the Massachusetts Board of Substance Abuse Counselor Certification and who provides counseling services for substance abusers.   |
| 130 | <b>Counselor:</b> An individual who provides therapeutic or instructive counseling to program clients/service recipients.   |
| 131 | <b>Case Worker/Manager - Master's:</b> An individual possessing at least a Master's degree in counseling, or a closely related discipline, who provides casework/case management services including service eligibility determination, service plan development, service coordination, resource development, advocacy, etc.   |
| 132 | <b>Case Worker/Manager:</b> An individual who provides casework/case management services, including service eligibility determination, service plan development, service coordination, resource development, advocacy, etc.   |
| 133 | <b>Direct Care/Program Staff Supervisor:</b> A staff member whose primary responsibility is the supervision of nonprofessional or paraprofessional direct care/program staff in the performance of their programmatic functions or whose duties involve significant responsibility for program operations or logistics. A supervisor in this component may also perform direct client care.   |
| 134 | <b>Direct Care/Program Staff III:</b> Staff, other than those defined above, requiring a doctoral or Master's degree, specific credentials or licensure, significant experience, or specialized skills, who are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This category may also be used to reflect a bilingually (including American Sign Language) or specialized staff requirements necessary to serve the developmental needs of the client(s) for staff otherwise categorized as Direct Care/Program Staff II. |
| 135 | <b>Direct Care/Program Staff II:</b> Staff, other than those defined above, requiring a Bachelor's degree, experience or specific skills, which are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This category may also be used to reflect a bilingually (including American Sign Language) or specialized staff requirements based on the developmental needs of the client(s) for staff otherwise categorized as Direct Care/Program Staff I.  |
| 136 | <b>Direct Care/Program Staff I:</b> Staff, other than those defined above, who are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This includes relief employees on payroll.   |
| 137 | <b>Program Secretarial, Clerical Staff:</b> Program secretarial and clerical staff required carrying on direct program clerical activities such as program or client record keeping. Accounting/Billing Staff. Staff assigned not assigned to a program but to duties related to functions of administration and overall direction of the agency are included as part of the Agency and Program Administration & Support component (Component 410).   |
| 138 | <b>Program Support, Housekeeping, Maintenance, Janitorial, Groundskeeper, Driver, Cook:</b> Program housekeeping, maintenance and janitorial staff, ground keepers, drivers or cooks and staff who carry out direct program activities for client health and safety. Staff assigned to administrative facilities and functions is included in the Agency and Program Administration   |

| <b>&amp; Support component (Component 410).</b> |   |
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| 139   | <b>Direct Care Overtime Expense:</b> Overtime payroll expense paid to exempt and nonexempt employees pursuant to discretionary overtime policies of the organizations, the U.S. Fair Labor Standards Act of 1938 and the Commonwealth's Minimum Fair Wage Law of MGL Chapter 151. Overtime payment represents the total amount of pay furnished for the time worked after the overtime threshold has been exceeded. Overtime pay is composed of straight time (regular fulltime pay for the time worked after the threshold has been exceeded) plus additional compensation furnished to an individual after the overtime time threshold has been exceeded (Time and ½ (or greater) for nonexempt employees working in excess of 40 hours per week). Discretionary overtime policies of the organizations may provide exempt employees with overtime using a threshold that may be greater or lesser than required for nonexempt employees.   |
| 140   | <b>Shift Differential Salary Expense:</b> Salary expense incurred for providing on call services and working late night and early morning shifts. For instance, a nurse that is employed in a program who works full-time in the first shift may be paid less than the same type of nurse working full-time in the third shift. The nurse working in the second or third shift is paid the same full-time salary but receives an additional incentive payment or differential payment for working the third shift because working the third shift is a hardship. Similarly, the nurses noted above might receive payments in addition to their full-time salary and any overtime paid if the nurse agrees to be on call on days off in case the nurse's service is needed for an emergency.   |
| 141   | <b>Relief Staff Expense:</b> Payments to an individual to provide direct care services to relieve regular employees of their direct care duties on a temporary basis. Individuals providing temporary direct care services may not be an employee of the Contractor employed to provide the same type of employment services as the relief staff services. This expense is related to individuals not considered to be independent Contractors and/or employees of the organization that are not entitled to receive overtime payments for furnishing direct care services to relieve regular employees of their duties on a temporary basis. Employees are generally entitled to receive overtime payments (not relief payments) if they occupy nonexempt positions and management permits them to work in excess of 40 hours a week to furnish employment services. Individuals not employed by the organization are considered independent Contractors if they were paid more than \$600 during the year the services were furnished to the organization. The organization is required to furnish the independent Contractor noted above with an IRS form 1099MISC. See Title 202 for relief staff services furnished on a contracted basis. |
| 150   | <b>Payroll Taxes:</b> Employer's share of FICA, MUICA, Worker's Compensation Insurance, FUTA (in the case of For-Profit Providers) and other payroll taxes paid by the employer on the direct care/program staff listed in category 1 on the budget.  |
| 151   | <b>Fringe Benefits:</b> Life, health and medical insurance, pension and annuity plan contributions, day care, tuition benefits and all other non-salary/wage benefits received by the direct care/program staff listed in category 1 on the budget as compensation for their personal services.   |

**CATEGORY 2: OTHER DIRECT CARE/PROGRAM RESOURCES**

(Components 201 - 216): Category 2 includes resources, other than direct care staff/program staff, required to carry out direct client care or support the delivery of other primary program services.

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| 201 | <b>Direct Care Program Consultants:</b> Individuals possessing specialized experience or expertise in matters of individual service plan design, program design, program management or operation and who are engaged to provide technical assistance on matters of appropriate client care, program design, etc.  |
| 202 | <b>Temporary Help:</b> Individuals, in some cases, possessing specialized skills or expertise in client care and treatment, engaged on an "as needed", "on call", "standby" or "specialist" basis, to provide client care or treatment. This component includes contracted relief staff services furnished by individuals or organizations.   |
| 203 | <b>Provider Reimbursement/Stipends:</b> Per diem reimbursement to independent individual care givers (not provider agency employees), such as family day care providers, specialized home care providers or foster families, to compensate them for their personal services and/or to defray all or a portion of the costs associated with client care in their homes.  |
| 204 | <b>Staff Training:</b> Formal instruction to meet professional continuing education requirements, to satisfy program licensure requirements or to enable direct care staff to acquire and maintain acceptable levels of knowledge, skill and proficiency for the routine performance of their assigned functions. (Note that the staff time devoted to training should be included in the calculation of required direct care staff FTEs. Staff tuition/educational benefits paid, as a condition of employment should be included in "Fringe Benefits" Component 151.) |
| 205 | <b>Staff Mileage/Travel:</b> Direct care staff travel within the normal scope of the staff members' assigned duties. This category includes use of a staff member's own vehicle, as well as public transportation.  |
| 206 | <b>Subcontracted Direct Care:</b> Client care or other program services which are a primary and integral part of the total program but which are furnished to the program, under contract, by a separate program of another provider.   |
| 207 | <b>Meals:</b> Food, cooking materials, and other resources (other than staff compensation) required for the planning, preparation and serving of meals and snacks to clients and, if programmatically necessary, to staff.  |
| 208 | <b>Client Transportation:</b> The resources (other than staff compensation) associated with transportation of clients to, from or among program sites as a routine part of program participation. This component shall include Provider owned vehicles (depreciation and finance charges) or leased vehicles, all associated operating, maintenance, insurance and non-owned auto insurance costs, contracted transportation, etc.  |
| 209 | <b>Incidental Health/Medical Care:</b> The resources (other than staff compensation) associated with providing health/medical care on an as needed or emergency basis (including ambulance services) to clients of a program, which is not primarily intended to address the on-going medical needs of program participants.  |
| 210 | <b>Medicine/Pharmacy:</b> The resources (other than staff compensation) associated with on-site inventory and administration of medically necessary prescription pharmaceuticals, patent medicines and medical supplies.  |
| 211 | <b>Client Personal Allowances:</b> Cash paid to program clients as an incentive to program participation, as part of instruction in money management, to give clients a measure of economic independence, to acquire personal items, or other program purpose. This category includes "indirect" client wages (i.e. "wages" which are not related to the economic value of the client's work product/productivity).   |
| 212 | <b>Provision of Material Goods, Services and Benefits:</b> Resources, other than those defined above, associated with provision of material goods or services - such as prosthetic and adaptive devices, nutrition or day care vouchers - to eligible program   |

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|     | clients/recipients.  |
| 213 | <b>Data Processing:</b> Resources (other than staff compensation) associated with the collection, analysis and reporting of data as a program and agency administrative support function, including owned (depreciation and finance charges only) or leased computer hardware and software. These resources should be included in the agency and program administrative support component 410.   |
| 214 | <b>Commercial Income Resources:</b> Resources, other than those defined above, such as consumer wages, benefits and taxes, raw materials, production equipment and consumables, freight and transportation, and marketing associated with the use of client labor in the production or assembly of a product or service as a part of the client's program of vocational training/rehabilitation or sheltered employment.   |
| 215 | <b>Program Supplies, Materials and Expendable Items of Equipment and Furnishings:</b> Program residential, educational, vocational and recreational supplies and materials and expendable items of equipment and furnishings that are not required to be capitalized and are routinely needed for ongoing direct client care or program service delivery.  |
| 216 | <b>Program Support:</b> This component is for direct administrative program support that is associated with a single program(s) and NOT allocated across programs as an indirect cost or identified in component title 410 as other professional fees, office equipment depreciation, professional insurance, and working capital interest or in title 390 as leased office equipment and office furnishing used in a program. This component does not include personnel; all program personnel must be included in components 101 - 138. Program support is for costs separately identified in a POS program contract budget of Attachment 3 on the line titled Program Support. These costs are intended to meet the specialized and/or non-recurring needs of the program, which may include maintenance, and accreditation fees. This component title may not include resources defined as Non-Reimbursable Costs by regulation 808 CMR 1.05 (Effective 2/1/97 808 CMR 1.05), e.g., certain consultant compensation, current expensing of capital budgets, fund-raising etc. |

### CATEGORY 3: OCCUPANCY

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| 301 | <b>Program Facilities:</b> Owned or leased program facilities and grounds (including rent or mortgage interest and building depreciation). This component may not include the costs of principal or amortization, which is non-reimbursable, costs under 808 CMR 1.00.   |
| 390 | <b>Facilities Operation, Maintenance, Equipment and Furnishing:</b> This category includes all resources associated with occupancy; furnishing and maintenance of program facilities, including all utilities (other than telephone), contracted housekeeping, laundry, contracted grounds keeping, routine repair and maintenance, leased office equipment and office furnishings and equipment and routine replacement (depreciation and finance charges only) of capitalized program furnishings and equipment, property and general liability insurance, real estate taxes or payments in lieu of taxes, and all other such resources/expenses. This component does not include the cost of employees on the payroll (see 138 - Program Support Housekeeping, Maintenance, Groundskeeper, Janitorial, Driver, and Cook). |

### CATEGORY 4: ADMINISTRATIVE SUPPORT

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| 410 | <p><b>Agency and Program Administration and Support:</b> This component is for resources related to administration and support activities that are both directly related to a program (direct costs) and those that are related to the overall direction of the agency. Cost associated with the overall direction of the agency may cross all agency programs and are not directly associated with any one program or a combination of programs but provide indirect benefit to those programs (indirect administration). Costs providing indirect benefit to programs include administrative costs, management and general costs and all resources reasonably necessary for the policy making, management, and administration related to the overall direction of the organization that are separately disclosed in the Statement of Functional Expenses Administration (MNGT. &amp; GEN) column. Indirect administrative costs are also allocated to a program or programs as Admin (M&amp;G) Reporting Center cost on 52E of the Admin (m&amp;g) column of Organization Supplemental Information Schedule A to line 52E of the Program Supplemental Information Schedule B. These indirect Agency Administration costs indirectly benefiting a POS program are included in Attachment 3 of the POS contract budget on the line titled Agency Admin Support Allocation. In addition, this title includes administrative costs directly benefiting a program or programs that are charged to that program or programs as direct costs (ex. program other professional fees, program professional insurance, and program office equipment depreciation and working capital interest). Administrative costs that directly benefit programs are included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs.</p> <p>Leased office equipment and office furnishings that are used in a program are disclosed in title 390 Facilities Operation, Maintenance, Equipment and Furnishing and included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs.</p> <p>All other administrative costs that directly benefit a program and meet the specialized needs of the program are contained in title 216 Program Support. Title 216 Program Support costs are included in Attachment 3 of the POS contract budget on the line titled Program Support.</p> <p>Administration and support costs include but are not limited to administrative, clerical and support personnel (use title 137 if clerical and support personnel are assigned to a program), office supplies and materials, leasing or routine replacement (depreciation and financing interest only) of office equipment, telephone, costs related to occupancy of administrative premises, advertising and recruitment, postage, printing and reproduction, administrative and support staff training and travel, officer/director/trustee compensation, parent organization costs, legal, auditing, management consultants and other professional fees, working capital interest, directors and officers insurance, and all other similar or related resources/expenses. The reimbursable price may not include resources defined as Non-Reimbursable Costs by regulation 808 CMR 1.05 (Effective 2/1/97 808 CMR 1.05), e.g., fund-raising or discriminatory benefits. See component title 216 Program Support for related activity.</p> |
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### CATEGORY 5:

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| 510 | Not In Use at DPH (DPH only uses cost reimbursement budgets, line 510 is not appropriate). |
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**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH  
CONFIDENTIALITY AGREEMENT  
STANDARD TERMS AND CONDITIONS**

Attachment # \_\_\_\_ to RFR # \_\_\_\_\_

**I. GENERAL PROVISIONS**

**Section 1.** The Department of Public Health (Department) is a hybrid entity under the Health Insurance Portability and Accountability Act (HIPAA). The \_\_\_\_\_ (Program) is a non-covered component and therefore not subject to the HIPAA Privacy or Security Rules. The Department is subject to the Fair Information Practices Act (FIPA) and since the Department is providing to the Vendor and/or the Vendor may receive or create Confidential Information on behalf of the Department, a confidentiality agreement is included as part of this contract. The Vendor \_\_\_\_\_ in the performance of its duties under the contract(s) awarded pursuant to RFR # \_\_\_\_\_ (the RFR and all attachments to it are referred to collectively as the Contract) is a holder of Confidential Information.

**Section 2.** The Confidentiality Agreement terms and conditions are intended to protect the privacy and security of all Confidential Information that the Vendor may receive from and/or create on behalf of the Department in the performance of its duties and responsibilities under the contract, and to ensure that the Department through its Vendor complies with FIPA as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the contract.

**II. DEFINITIONS FOR USE IN THIS AGREEMENT**

All terms used, but not otherwise defined herein, shall be construed in a manner consistent with FIPA and other applicable state or federal privacy or confidentiality laws.

"Confidential Information" (CI) includes:

- Personal Data
- Protected Health Information
- Security Information
- Other information that the data owner determines requires protection from unauthorized access.

Hereinafter, this agreement shall use "CI" to refer to all Confidential Information, unless only a subset is appropriate.

"Data Subject" means an individual to whom Personal Data or Protected Health Information refers.

"Electronic Media" means:

- *Electronic storage media* including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- *Transmission media* used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Faxes sent directly from one fax machine to another, person-to-person telephone calls, video teleconferencing, and messages left on voice-mail are not considered transmission media. However, any faxes sent from a computer, including those made by a fax-back system, are considered transmission media.

"Holder" (referenced herein as Vendor) means any person or entity which contracts or has an arrangement with an agency (DPH) whereby it holds Personal Data as part or as a result of performing a governmental or public function or purpose.

"Information system" means the interconnected set of information resources under the direct control of the Department, as well as those used by the Department under the control of other entities, including the Commonwealth's Information Technology Division, and the Executive Office of Health and Human Services. The information resources comprising an information system include any equipment, software, devices, or interconnected system or subsystems of software and equipment that are used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data.

"Personal Data" (PD) means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual, provided that the information is not contained in a public record and shall not include intelligence information, evaluative information or criminal offender record information as defined in G.L. c. 6, § 167. Protected Health Information, as defined below, constitutes a subset of Personal Data.

"Protected Health Information" (PHI) means information in any form or medium that relates to the past, present or future, physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual that the Vendor receives, creates or uses under the Agreement. The term PHI applies to the original data and to any data derived or extracted from the original data. PHI is a subset of PD.

**"Security Incident(s)"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**"Security Information"** means information related to the Department's Information Systems, the disclosure of which would expose the information systems to external threats, and could lead to the unauthorized disclosure of personal data. Security Information includes, but is not limited to, network diagrams, system schematic drawings, security policies and procedures, user account information and passwords, threat or vulnerability assessments, or any other records relating to the security of the Department's information systems.

### **III. OBLIGATIONS OF THE VENDOR**

**Section 1. Compliance with State and Federal Law.** The Vendor acknowledges that in the performance of this Contract, it may receive CI. The Vendor acknowledges that by accepting the CI, it becomes a "holder" of the "Confidential Information" within the meaning of M.G.L. c. 66A, FIPA, and will comply with the requirements of that law as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the Contract.

**Section 2. Ownership of CI.** The Vendor shall at all times recognize the Department as sole owner of the CI. As owner of the CI, the Department shall at all times have complete control over the access, use, disclosure and disposition of the CI, including, if relevant, editorial control over the output.

**Section 3. Agreements by Third Parties.** If the Department authorizes the Vendor in advance to engage a subcontractor or an agent, and such subcontractor or agent receives CI from or creates or receives CI on behalf of the Vendor or Department, the Vendor shall obtain and maintain a written agreement with each agent or subcontractor. The agreement shall provide that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Vendor pursuant to this Contract with respect to such CI including, but not limited to, implementing reasonable safeguards to protect the information. All provisions of the Contract apply to all such CI, whether in the possession of the Vendor or any agent or subcontractor. The Vendor is responsible for ensuring each agent's and subcontractor's compliance with all applicable provisions of the Contract. Upon request, the Vendor shall provide the Department with a copy of the written terms between the Vendor and the subcontractor or agent.

**Section 4. Security: Appropriate Safeguards.** The Vendor agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the CI. Such safeguards shall meet, at a minimum, industry best practices standards and specific standards for

privacy and security established by the Department and the Commonwealth. Appropriate safeguards shall include, at a minimum:

- Providing appropriate privacy and security training for each of its employees, agents, or subcontractors who will have access to the Department's CI.
- Requiring each of its employees, agents, or subcontractors having any access to or use of CI to comply with applicable laws and regulations relating to confidentiality, privacy, and security of the CI.
- To the extent that the Vendor's employees physically work on site at the Department, they shall be subject to the Department's Confidentiality and Security Policies and Procedures.
- Not removing any CI from Commonwealth premises, unless authorized under the contract.
- Protecting the physical and electronic security of the CI, including any data created, accessed, stored, or transmitted by electronic media.
- Taking steps to prevent unauthorized access to the CI, including preventing unauthorized access through the use of individual user accounts which are password protected and can be audited.
- Laptop security – When a laptop maintaining CI is not in use, the CI must be secured as encrypted files, or in an encrypted volume on the hard drive or a CD. (Example: PGP Disk File and Disk Encryption). Laptops or CDs must not be left unattended and must be stored securely in locked cabinets or rooms.
- Portable electronic media, if authorized to be used to maintain CI, must include encryption functionality, and must be stored in locked cabinets or rooms.
  - *USB Thumb Drives* must have password or biometric protection to provide for encrypted file security. The encryption must be enabled whenever the CI is not being used. (Example: the *Lexar Jumpdrive Secure*)
  - CI stored on a *CD-Rom* must be maintained in an encrypted file. (Example: WinZip 9 with 256 bit AES encryption)
- Data Backup – The Vendor shall backup CI as is necessary to ensure the integrity and availability of all information required to perform vendor's obligations under the Contract. The Vendor shall provide for the security of all backup tapes and storage media.
- If the Department's CI is stored on backup tapes, which cannot be segregated from other data maintained by the Vendor due to the choice of backup media and system, the Vendor shall continue to ensure the privacy and security of the Department's CI so long as the backup media is needed. All protections pertaining to any CI covered by the Agreement shall remain in force for so long as the Vendor maintains such CI. To the extent feasible a separate back-up tape should be utilized for the CI under this contract.
- Media Sanitization - Unless otherwise authorized under the terms of the contract, all copies of any Department CI stored on electronic storage media, including thumb drives, controlled by the Vendor, must be destroyed upon termination of the Agreement. CI must be destroyed so that it cannot be

recovered from the electronic storage media. Acceptable methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store data must be made unusable by physical destruction.

- Upon request, the Vendor will furnish the Department with a description of the steps it has taken to prevent use or disclosure of the CI not authorized by this Contract and agrees to allow authorized representatives of the Department access to premises where the CI is kept for the purpose of inspecting security (physical and electronic) arrangements.

**Section 5. Non-Secure Transmissions Prohibited.** The Vendor agrees that it will not transmit the CI over any unsecured network or over any wireless communication device.

- Transmissions of CI over the Internet are limited to secure transmission protocols approved in writing by the Department
- All CI hosted by the Vendor, and accessible remotely, including via the Internet, must be secured through the use of Firewalls and other perimeter security technologies and must be approved in writing by the Department.

**Section 6. Reporting of Disclosures or Security Incidents.** The Vendor agrees that it will notify the Department under this Contract both orally and in writing no later than (1) business day following discovery or notice of:

- any use or disclosure of CI not allowed by this Contract,
- any security incident involving or potentially involving the Department's CI

**Section 7. Mitigation.** The Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of its use or disclosure of CI in violation of the Contract or any security breach. The Vendor shall in consultation with the Department take measures that the Department deems appropriate to recover the CI and prevent a future breach of the confidentiality and security of the CI. The Vendor shall report to the Department the results of all mitigation actions taken. Nothing in this Section shall be deemed to waive any of the Department's legal rights or remedies that arise from the Vendor's unauthorized use or disclosure of the CI or security breach.

**Section 8. Notice of Request for CI.** The Vendor agrees to notify the Department prior to the return date or within five (5) days of the Vendor's receipt of any legal request, court order, or subpoena for CI, whichever is earlier. To the extent that the Department decides to assume responsibility for challenging the validity of such requests, the Vendor agrees to cooperate fully with the Department in such challenge.

**Section 9. Access to CI or Personal Data.**

- A. The Vendor shall provide the Department with access to or copies of any CI that it maintains pursuant to the contract.

- B. The Vendor shall provide the data subject with access directly to the subject's PD, subject to restrictions, if the individual makes the request directly to the Vendor, as shall be necessary to meet its obligation under M.G.L. c. 66A.
- C. Such access or copies shall be provided to the Department or individual within five (5) days of the request.

**Section 10. Availability of PD for Amendment.** The Vendor shall allow an individual to make requests to amend his or her PD that the Vendor maintains and for which the Vendor is the source, subject to restrictions. The Vendor shall also make any amendment(s) to PD that it received from or created or received on behalf of the Department that the Department directs, in order for the Department to meet its obligations under M.G.L. c. 66A. All such amendments shall be made within ten (10) days of receipt of the request from the Department.

**Section 11. Accounting of Disclosures.** The Vendor shall document PD disclosures and required information related to such disclosures, as is necessary for the Department to respond to an individual's request for accounting of disclosures in accordance with the Department's Confidentiality Policy and Procedures, Procedure # 12. The Vendor agrees to provide to the Department or the individual, within ten (10) days of the request an accounting of disclosures of PD. At a minimum, the Vendor will provide the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PD, and if known, the address of such entity or person, (iii) a brief description of the PD disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

**Section 12. Access to Records.** The Vendor shall make available to the Department its internal practices, books, and records including policies and procedures relating to the use and disclosure of the CI received from the Department, or created or received by the Vendor on behalf of the Department as well as security procedures. The Department shall determine the time and manner for making such material available.

#### **IV. PERMITTED USES AND DISCLOSURES BY THE VENDOR**

**Section 1. Uses and Disclosures of CI.** The Vendor agrees to use or disclose CI that it receives from and/or creates or receives on behalf of the Department only as specified in this Section IV.

**A. To Perform the Contract (MDPH to check one)**

The Vendor's responsibilities under the contract require only the use of CI. Vendor is prohibited from disclosing any CI to any entity other than the Department. The Vendor shall give the Department full access to such CI for purposes of auditing the performance of the Vendor under the Contract and as the Department determines is otherwise necessary.

If the box above is checked, Sections 9 (B), 10, and 11 of Part III of this agreement do not apply.

The Vendor may use or disclose CI, or create CI on behalf of the Department, as is necessary for the Vendor to administer or perform the functions, activities and services that are required to satisfy its obligations under the Contract. This shall include providing the Department with full access to such CI for purposes of auditing the performance of the Vendor under the Contract and as the Department determines is otherwise necessary for: (1) providing treatment to individuals receiving services under the contract; (2) the payment for or reimbursement of those services; and/or (3) health care operations. Operations shall include reporting to the Department to fulfill state or federal reporting requirements. If the Vendor concludes that a client authorization is required for the release of personal data to the Department as required in this section, the Vendor agrees to timely secure client authorizations.

Further Clarification (by MDPH if necessary):

**B. For Publication or Presentation**

No results or findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior written approval by MDPH. All proposed publications or releases must be submitted for review and comment to MDPH at least thirty days prior to the date of the proposed release for the purpose of ensuring that at a minimum:

- No individual case level data are released;
- All aggregate data are in compliance with the MDPH aggregated data release standards;
- All materials developed with data provided or created pursuant to this contract shall clearly reflect the source of the data, and funding, if applicable, as the Massachusetts Department of Public Health;
- All MDPH recommendations are addressed prior to publication; in certain instances the inclusion of a disclaimer may be required.

The Vendor understands that Department approval pursuant to the conditions

outlined in this subsection is required prior to any distribution by electronic media of data interpretation or findings derived from the data provided, and that any such distribution must be in read-only format. For purposes of this Agreement, publication by electronic media includes the Internet, the Vendor's extranet, electronic bulletin board or newsgroups, RSS or Atom-based syndication, or similar communication modes utilizing the electronic dissemination of information.

**C. For Research:** The Vendor agrees that it may not disclose CI received from or created or received pursuant to the contract with the Department for research purposes without the written approval of the MDPH Research and Data Access Review (RaDAR) Committee for the specific research.

**Section 2. Minimum Necessary.** The Vendor agrees to take reasonable steps to limit the amount of CI used and/or disclosed pursuant to Section 1 of this subsection to the minimum necessary to achieve the purpose of the use and disclosure.

**V. PLEDGE BY AUTHORIZED USERS:** The Vendor will limit access to the CI to only those individuals it has authorized to access the CI. All authorized users must sign the Confidentiality Pledge, attached to this agreement, prior to accessing the CI. Vendor shall hold a Confidentiality Pledge for each authorized user, and shall provide to the Department a copy of each pledge within ten (10) days of the signing of each pledge.

## **VI. TERMINATION OR COMPLETION OF CONTRACT WITH THE VENDOR**

**Section 1. Termination Upon Breach of Provisions Applicable to CI.** The Department may terminate this Contract immediately upon written notice, as specified in section 5 of the Commonwealth Standard Terms and Conditions, if the Department determines, in its sole discretion, that the Vendor has materially breached any of its obligations regarding CI. Prior to terminating this Contract as permitted above, the Department, in its sole discretion and according to standards approved by the Department, may provide an opportunity for the Vendor to cure the breach or end the violation. If such an opportunity is provided, but cure is not feasible, or the Vendor fails to cure the breach or end the violations within a time period set by the Department, the Department may terminate the Contract immediately upon written notice.

### **Section 2. Effect of Termination or Completion:**

- A.** The Vendor agrees that within 14 days of the termination or completion of this Contract, it will return, or destroy, at Department's direction and according to standards approved by the Department, any and all CI that it maintains in any form, including CI that is in the possession of its subcontractors or agents and will retain no copies of the CI.
- B.** Notwithstanding the foregoing, to the extent that the Department agrees that it is not feasible to return or destroy such CI, the Vendor shall continue to

ensure the privacy and security of the Department's CI so long as it retains the CI. All protections pertaining to any CI covered by this Agreement shall remain in force for so long as the Vendor maintains the CI.

C. The Confidentiality Agreement is coterminous with the underlying contract. If a renewal contract is signed, a renewal confidentiality agreement is also required. To the extent that a contract agreement is amended, the confidentiality agreement shall be amended as needed.

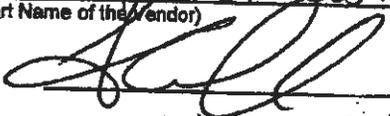
**Section 3. Survives the Termination of the Contract.** Notwithstanding any other provisions concerning the term of the Contract, all obligations of the Vendor and protections pertaining to the privacy and security of CI under this Agreement shall continue so long as the Vendor retains any CI covered under this agreement.

## VII. MISCELLANEOUS PROVISIONS

**Section 1. Remedies.** Nothing in this Agreement shall be construed to waive or limit any of the Department's legal rights or remedies that may arise from the Vendor's unauthorized use or disclosure or security breach. The Department's exercise or non-exercise of any authority under the Agreement including, for example, any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve the Vendor of any obligations as set forth herein nor be construed as a waiver of any of the Vendor's obligations, or as an acceptance of any unsatisfactory practices, or privacy or security failures by the Vendor.

**Section 2. Interpretation.** Any ambiguity in this contract shall be resolved to permit the Department to comply with M.G.L. c. 66A, and any other law pertaining to the privacy or security of Confidential Information.

The Vendor has caused its duly authorized representative to execute this Agreement.

City of Gloucester - Police  
(Insert Name of the Vendor)  
By   
Title Chief of Police  
Date 2/29/16



**THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC HEALTH**

**Pledge of Confidentiality**

**Agreement for the Use of Confidential Information  
Department of Public Health**

I, the undersigned, understand that in the course of my work for \_\_\_\_\_, (name or organization) relating to a contract with the Massachusetts Department of Public Health (MDPH), I may have access to confidential information—including personal data about individuals or security information—either provided by MDPH or created on its behalf. This information may be contained in paper forms, computerized data bases or other media.

I understand that access to this confidential information is provided for the sole purpose of the work covered by the MDPH contract. I understand that this confidential information is protected from unauthorized disclosure under state law and that its use for this contract is limited by law and MDPH Confidentiality Policy and Procedures.

I recognize that the unauthorized use or disclosure of any confidential information may cause serious harm to individuals and damage to the mission of the Massachusetts Department of Public Health. Such unauthorized use is inconsistent with the terms of the contract, is against the ethical standards of my profession, may be a violation of state and/or federal law, and may be sufficient cause for MDPH to terminate this contract, bar future participation in MDPH contracts or take other legal action.

In order to preserve the confidentiality of the MDPH confidential information and the integrity of the data systems to which I have access, I acknowledge and agree that:

**DATA USER INITIALS BELOW:**

1.  Regardless of how obtained, I will respect the confidentiality of all MDPH confidential information to which I have access. I will not disclose any confidential information unless authorized to under the contract with the MDPH and I will not attempt to access confidential information to which I am not entitled.

2.  I will conduct any related activities, including but not limited to: analysis, discussion with others authorized to access this confidential information, and report writing performed with computerized data/information or paper

form resources, in accordance with all applicable policies and procedures and best practices.

3.  I will ensure the physical security of all MDPH confidential data when I leave my work area unattended through the use of locked files, locked workstations, locked offices, and similar methods. This applies to the security of medical records, case review forms, computerized printouts, computer diskettes and other materials relevant to my project duties.
4.  Any passwords and/or identification codes assigned to me for access to computers containing MDPH confidential information are intended for my professional project-related use only. I understand that I will be accountable for all data, reports, and other activities performed under my assigned passwords and identification codes. I will not disclose my passwords/ID codes to others and will be responsible for assuring that any employees that I supervise are assigned their own passwords/codes.
5.  I will report to my supervisor or the MDPH contact any misuse of computing resources or MDPH confidential information, or anything which leads me to suspect that the security of my own passwords has been compromised.
6.  I will report to my supervisor, or if I am the supervisor, to the MDPH contact, any inappropriate disclosure of confidential information provided by MDPH or created by this contract.
7.  I will not discuss MDPH confidential information except in the performance of contract-related duties and only if authorized.
8.  I will not remove any MDPH confidential information from the work place unless explicitly authorized by MDPH and my supervisor.
9.  I will not place confidential information on a laptop or transmit the information electronically unless explicitly authorized by MDPH and my supervisor and shall be responsible for following all relevant standards if approved to use a laptop or transmit confidential information.
10.  I understand that infringement of these rules could result in the denial of future authorization of access to MDPH confidential information.
11.  I understand that all confidential information provided by or created on behalf of MDPH are owned by the MDPH and no findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior submission and written approval by MDPH.



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

W16058

**CHARLES D. BAKER**  
Governor

**KARYN E. POLITO**  
Lieutenant Governor

**MARYLOU SUDDERS**  
Secretary

**MONICA BHAREL, MD, MPH**  
Commissioner

Tel: 617-624-6000  
www.mass.gov/dph

TO: Matt Courchene, Acting Chief Financial Officer, Department of Public Health  
FROM : Charles A. Whiteman, Director of Administration and Finance  
Bureau of Substance Abuse Services  
DATE: September 14, 2015  
RE: Assignment of Contracts per FY'16 Earmarking Language

The Bureau of Substance Abuse Services ( BSAS ) is requesting a waiver from normal procurement procedures. Earmarking language in the FY'16 Conference budget requires the Bureau to provide a non-competitive contract to the City of Gloucester. The contract will be up to \$100,000.00 in the 2340 unit code. The vendor is prequalified.

Funds for this contract are available through the BSAS account 4512-0200. The contract will be written from October 1, 2015 through June 30, 2016. Any further funding for these services will be subject to continued legislative earmarking. Your approval is requested and appreciated.

Charles A. Whiteman, Director of Administration and Finance  
Bureau of Substance Abuse Services

Mary Beth Curley  
Assistant Director of Procurement, Purchase of Service Office

Matt Courchene  
Acting Chief Financial Officer



3 Pond Road  
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

CITY CLERK  
GLOUCESTER, MA  
16 MAR 24 PM 5:51

**CITY OF GLOUCESTER**  
COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

TO: Mayor Sefatia Romeo Theken  
FROM: Tom Daniel, Community Development Director  
CC: Deborah Laurie, CPC Senior Project Manager  
Kenny Costa, City Auditor  
RE: Off cycle recommendation for Save Our Shores Gloucester (SOSG) from Preservation Committee  
DATE: March 24, 2016

The Community Preservation Committee (CPC) has received an off cycle application for funding to support the Save Our Shores Gloucester (SOSG) acquisition and preservation project to preserve and acquire the four (4) parcels of land on the ocean side of Atlantic Road. This application was agreed to be reviewed as an off-cycle application due to the goal of the completion project deadline of April 19, 2016. The SOSG is well on their way of raising the other \$50,000 and have a substantial portion of that amount in hand, as well as in pledges. They are extremely confident that they can raise the balance of the funds needed. CPC recognizes the importance of this project to the community in preserving open space for public access and the true collaborative support and fund raising efforts that have unfolded. At a special meeting of March 23, 2016, the Committee discussed the project's off cycle funding request and reconvened on March 24, 2016 to add condition to award.

Please find attached a positive recommendation of the CPC on the above named project for your review. The CPC requests that you forward this recommendation to the City Council for its review and appropriation. CPC Co Chairs, William Dugan and Catherine Schlichte or Deborah Laurie will be available to answer any questions.

All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to all recommended projects:

1. Projects financed with Community Preservation Act funds must comply with all applicable State and municipal requirements. Funds are administered and disbursed by the City of Gloucester.
2. Project oversight, monitoring, and financial control are the responsibility of the Community Preservation Committee or its designee.
3. The Community Preservation Committee will require quarterly project status updates from Community Preservation Act Fund recipients. Additionally, recipients shall also provide an interim report at the 50% Completion Stage along with budget documentation.
4. All projects will be required to state "*This project received funding assistance from the citizens of Gloucester through the Community Preservation Act*" in their promotional material and, where appropriate, on exterior signage.

Attached are:

1. Summary of Community Preservation Committee Recommendation
2. SOSG application

The original application for this project is available for review in the Community Development Office, Grants Division.

Submitted by: Community Preservation Committee

Bill Dugan, Co Chair, Housing Authority  
large  
John Feener, Conservation Commission  
David Rhineland, Historic Commission  
Scott Smith, At-large  
Ellen Preston, At-large

Catherine Schlichte, Co-Chair, At-  
Barbara Silberman, At-large  
Hank McCarl, Planning Board  
Heidi Wakeman, Open Space  
and Recreation Committee

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE  
RECOMMENDATION FOR OFF CYCLE**

**PRESERVATION OF THE 166-178 ATLANTIC ROAD**

**Project Sponsor: Save Our Shores Gloucester (SOSG) and Land Conservation and Advocacy Trust (LCAT)**

The Community Preservation Committee makes the following recommendation:

The Community Preservation Committee (CPC), having agreed to review the off-cycle application from Save Our Shores Gloucester (SOSG) for preservation of the four (4) parcels of land located at 166-178 Atlantic Road project, recommends that the City Council appropriate up to \$50,000 (Fifty thousand dollars) to the Land Conservation and Advocacy Trust (LCAT) for the purpose of preserving open space by acquiring the four parcels, **with the condition that the pending lawsuit filed by the current property owner against the city be withdrawn.**

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester, in a form acceptable to the Community Preservation Committee, and the LCAT, which agreement will include, among other provisions, that the expiration of the award shall be April 30, 2016 and a conservation restriction will be required.

The Community Preservation Act program area is Open Space and project purpose is for preservation.

|   |  |  |
|---|--|--|
| 3 | Provide housing that is harmonious in design and scale with the surrounding community  |  |
| 4 | Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B |  |
| 5 | Ensure long-term affordability   |  |
| 6 | Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals                    |  |
| 7 | Provide affordable rental and affordable ownership opportunities   |  |
| 8 | Promote use of existing buildings or construction on previously-developed or city-owned sites  |  |

**Public Recreation Evaluation Criteria**

|   |   |  |
|---|---|--|
| 1 | Addresses a need or objective identified in a City plan   |  |
| 2 | Serves a significant number of residents  |  |
| 3 | Preserves and expands the range of recreational opportunities available to city residents of all ages and abilities, including those at-risk of obesity as identified through the Get Fit Gloucester! Community Action Plan |  |
| 4 | Promotes recreational activities  |  |
| 5 | Maximizes the utility of land already owned by city   |  |
| 6 | Promotes the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities  |  |
| 7 | Preserves and enhances the natural habitat functions and values of open space for wildlife  |  |

## Community Preservation Criteria

### General Evaluation Criteria

|    |  |   |
|----|--|---|
| 1  | Eligible for Community Preservation Act Funding  | √ |
| 2  | Consistent with various plans which are relevant to and utilized by the City regarding open space, recreation, historic resources and affordable housing |   |
| 3  | Preserve and enhance the essential character of Gloucester   |   |
| 4  | Protect resources that would otherwise be threatened   |   |
| 5  | Serve more than one CPA purpose or demonstrate why serving multiple needs is not feasible  |   |
| 6  | Demonstrate practicality and feasibility, and that the project can be implemented within budget/ on schedule   |   |
| 7  | Produce an advantageous cost/benefit value   |   |
| 8  | Leverage additional public and/or private funds or receive partial funding from other sources and/or voluntary contributions of goods and services       |   |
| 9  | Preserve or improve city owned assets  |   |
| 10 | Receive endorsement from other municipal boards or departments and broad-based support from community members  |   |

### Open Space Criteria

|    |  |  |
|----|--|--|
| 1  | Permanently protect important wildlife habitat, particularly areas that include: locally significant biodiversity; variety of habitats with a diversity of geologic features and types of vegetation; endangered habitat or species of plant or animal |  |
| 2  | Preserve active agricultural use   |  |
| 3  | Provide opportunities for passive recreation and environmental education   |  |
| 4  | Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats  |  |
| 5  | Provide connections with existing trails or protected open space   |  |
| 6  | Acquire land or easements for potential trail linkages   |  |
| 7  | Preserve scenic and historic views   |  |
| 8  | Border a scenic road   |  |
| 9  | Protect drinking water quantity and quality  |  |
| 10 | Provide flood control/storage  |  |
| 11 | Preserve and protect important surface water bodies, including streams, wetlands, vernal pools, riparian zones or Areas of Critical Environmental Concern (ACEC)   |  |
| 12 | Buffer protected open space, or historic resources   |  |

### Historic Preservation Evaluation Criteria

|   |   |  |
|---|---|--|
| 1 | Protect, preserve, enhance, restore and/or rehabilitate historical, cultural, architectural or archaeological resources of significance, especially those that are threatened |  |
| 2 | Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance   |  |
| 3 | Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site   |  |
| 4 | Demonstrate a public benefit  |  |
| 5 | Ability to provide permanent protection for the historic resource   |  |

### Community Housing Evaluation Criteria

|   |   |  |
|---|---|--|
| 1 | Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws |  |
| 2 | Promote a socioeconomic environment that encourages a diversity of incomes                              |  |



# CITY OF GLOUCESTER COMMUNITY PRESERVATION COMMITTEE PROJECT APPLICATION COVER SHEET

## I: Project Information

Project Title: Back Shore Land Acquisition, Gloucester MA

### Project Summary:

Save Our Shores Gloucester (SOSG), a group fighting to preserve Gloucester's undeveloped coastline, is working with the Land Conservation and Advocacy Trust (LCAT) to acquire 4 parcels of land on the ocean side of Atlantic Road, recently threatened by development and construction. The land will be owned by LCAT, through a LLC, Gloucester Holdings II. LCAT is a fiscal sponsor for Save Our Shores Gloucester. Through LCAT, SOSG will make the land available to the public in perpetuity, by placing a conservation easement on the land or by donating the land to a trust, which would preserve it for all time. With the help of legal counsel at LCAT, SOSG intends to either place an easement on the land or donate it by December 31, 2016.

The Back Shore of Gloucester is one of the few stretches along the Eastern Seaboard where public access allows people to drive by, run by, walk on, paint, bird watch, sunbathe, and fish without interference. This pristine stretch of shoreline is a national and international attraction and an economic driver for the City. It must be saved.

Estimated start date: Oct 1, 2015 Estimated completion date: Dec 31, 2016

### CPA Program Area:

Open Space                       Historic Preservation  
 Community Housing     Recreation

## II: Applicant/Developer Information

Contact Person with primary responsibility for project: Marty Del Vecchio

Organization (if applicable): Land Conservation and Advocacy Trust

Mailing Address: 873 Concord Street, Framingham, MA 01701

Daytime phone #: 508-872-3300

Fax #:

E-mail address: [steve@lcatrust.org](mailto:steve@lcatrust.org)

Federal ID# 26-3302622

## III: Budget Summary

Total budget for project: \$100,000

CPA funding request: \$50,000

CPA request as percentage of total budget: 50%



**CITY OF GLOUCESTER  
COMMUNITY PRESERVATION COMMITTEE  
PROJECT APPLICATION COVER SHEET  
Save Our Shores Gloucester – Page 2**

**Applicant's Signature:** \_\_\_\_\_

**Printed name and Position:** \_\_\_\_\_



**CITY OF GLOUCESTER  
COMMUNITY PRESERVATION COMMITTEE  
PROJECT APPLICATION COVER SHEET  
Save Our Shores Gloucester – Page 2**

**Applicant's Signature:** \_\_\_\_\_

**Printed name and Position:** \_\_\_\_\_

Stephen E. Meltzer, Executive Director



# ELIGIBILITY DETERMINATION FORM

The purpose of this form is to make sure that all project applications applying for Community Preservation Act funding meet basic requirements of CPA. **This form must be approved in order for an application to be accepted. Due by February 29, 2016**

|   |        |
|---|--------|
| Project Title: Back Shore Land Acquisition  |        |
| Project Sponsor/Organization: Land Conservation and Advocacy Trust as fiscal sponsor for Save Our Shores Gloucester |        |
| Contact Name: Marty Del Vecchio   |        |
| Mailing Address: 11 Tragabigzanda Rd. 01930   |        |
| Daytime phone #: 978-281-5259   | Fax #: |
| E-mail address: marty@backshore.com   |        |

|   |
|---|
| CPA Program Area:<br><br><input checked="" type="checkbox"/> Open Space <input type="checkbox"/> Historic Preservation<br><input type="checkbox"/> Community Housing <input checked="" type="checkbox"/> Recreation                     |
| Project Purpose:<br><br><input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Creation <input type="checkbox"/> Preservation<br><input type="checkbox"/> Support <input type="checkbox"/> Rehabilitation/Restoration |

|   |
|---|
| <p><b>Project Summary: Please provide a brief description of the project.</b></p> <p>Save Our Shores Gloucester, a group fighting to preserve Gloucester's undeveloped coastline, is working with the Land Conservation and Advocacy Trust (LCAT) to acquire 4 parcels of land on the ocean side of Atlantic Road, recently threatened by development and construction. The land will be owned by LCAT, in an LLC named Gloucester Holdings II. Through LCAT, SOSG will make the land available to the public in perpetuity, by placing a conservation easement on the land. SOSG, with the help of LCAT, intends to either place an easement on the land or donate it with an easement by December 31, 2016.</p> <p>The Back Shore of Gloucester is one of the few stretches along the Eastern Seaboard where public access allows people to drive by, run by, walk on, paint, birdwatch, sunbathe, take photos and fish without interference. This pristine stretch of shoreline is a national and international attraction and thus, an economic driver for the City. It must be saved for all people forever.</p> |
|---|

## **Narrative Section**

### **Introduction**

In early October, 2015, James Harwood, an architect, proposed a single-family home for the ocean side of Atlantic Road along Gloucester's Back Shore. The house was to sit on stilts rising high above the roadway on land that lies in a FEMA VE (velocity) flood zone, and sits on coastal wetlands. In response to this perceived outrage, Mark and Pam Poulin, abutters on High Popples Road, hosted a community meeting at the Sawyer Free Library to discuss this proposal. More than 70 people came from all over the city. Mark and Pam met several times with other neighbors and concerned citizens who decided to fight this proposal. In November, City Councilor Joe Ciolino proposed an Overlay District for the Back Shore and Paul McGeary, City Council President, proposed sweeping zoning changes that would prevent development in many areas along Gloucester's pristine coastline. On the same day in December that the Ciolino Overlay District ordinance was passed, Mr. Harwood submitted a plan for a 4-house subdivision. Following a community meeting in January attended by 130 residents, a steering committee organized as Save Our Shores Gloucester (SOSG). Barbara Silberman was chosen to lead the group. Since then, the group has worked diligently to garner support for denial of the subdivision.

In February, two members of SOSG met with realtor Marilyn Hyde, and decided to submit an offer for the property. At the time, Harwood's P&S was still in effect, and the seller accepted our offer as a back-up. In March, after the city's Planning Board voted "no" on the preliminary subdivision request, Mr. Harwood withdrew from his P&S, and the SOSG offer became the primary offer. This led to a signed P&S between the seller and SOSG.

In an effort to raise funds to purchase the property, SOSG seeks the support of the Community Preservation Committee with a request for \$50,000, half of the total project cost. Contributions from private foundations and individual donors will provide the remainder of the funds needed to complete the purchase.

### **Ownership of the Land**

The parcels will be held by the Land Conservation and Advocacy Trust, acting as a fiscal sponsor for SOSG. From the LCAT web site ([www.lcatrust.org](http://www.lcatrust.org)):

*The Land Conservation and Advocacy Trust provides legal support, fiscal sponsorship and technical assistance to help preserve open spaces, farm land, historic places and architecture, natural resources, and to promote sustainability and smart-growth ideals that foster these land conservation values. We work closely with land trusts, other stewardship organizations, and on our own initiative so that we can act quickly when other resources are not available to pursue these ideals.*

Within this calendar year, the land will be donated to a non-profit land trust with an easement program. LCAT will continue to act as a fiscal sponsor for SOSG, until SOSG is incorporated and receives its own non-profit status as a 501(c)(3) charitable organization. Currently the Gloucester Fund is also acting as a fiscal sponsor for SOSG.

### **Description of Property**

The property is located at 166-178 Atlantic Road. These four individual parcels total 81,660 square feet, approximately 1.87 acres. This stretch of land sits on beautiful rocky shoreline and offers uninterrupted views of the Atlantic Ocean and Twin Lights. According to FEMA maps, *100% of all four parcels* are positioned in a FEMA flood zone, a VE (velocity) flood zone, and on coastal wetlands.

### **General Evaluation Criteria**

This land acquisition is consistent with several city plans regarding open space that preserve and enhance the essential character of the City, and protect resources that would otherwise be threatened. Sections of the plans cited below point out the importance of the Back Shore to all facets of life in Gloucester.

The *2001 Gloucester Community Development Plan, page 33, cites the following:*

*"The need to 'identify, prioritize, and preserve highly valued open space through permanent protection, and increase public access to open space and waterfronts, consistent with preservation of environmental resources and consideration of needs and amenities of neighborhoods and the City as a whole' is essential to the economic well-being, and the cultural and essential character of the City.*

#### **Page 43**

*"[C]omplete a waterfront and harbor public access plan for the entire coastal edge" and "visual corridors should be identified, preserved, and linked to land use guidelines."*

#### **Page 29**

*"Gloucester provides a unique combination of natural features." "The integrity of these varied ecosystems has important implications for environmental quality and public health. Gloucester's natural resources are also economic, scenic, and recreational resources." Chris Leahy, the Gerard Bertrand Chair of Natural History and Field Ornithology at Mass Audubon notes that, "It might also be worth noting that the rocky shore habitat is scarce [both] locally and worldwide . . . [with] sandy shores being much more common."*

#### **Page 17, Strategy 4**

*"Develop procedures for identifying and protecting special places, view sheds and by-ways" and from the introduction to the Gloucester Reconnaissance and Essex County Landscape Inventory, page 1:*

*"[I]t is important to take the first step towards preserving [the wealth of landscapes that are central to each community's character] by identifying those landscapes that are particularly valued by the community...a unique natural feature...a rocky coast."*

**The 2011-17 Open Space and Recreation Plan, Figure 1, Appendix 1 identifies the Back Shore as one of Gloucester's "Unique Landscapes" and a "Special Place" in Gloucester and on page 5, notes that**

Community Preservation Application  
Save Our Shores Gloucester

*"The Back Shore is a world-renowned dramatic scenic landscape that inspires artists, provides enjoyment to local residents and attracts visitors that help strengthen the local economy."*

The writers of the **Coastal Climate Change Vulnerability Assessment and Adaptation Plan** state that:

*"Today's flood will become tomorrow's high tide."*

All of these plans boldly assert the importance of the Back Shore to life in Gloucester. Repeatedly they recommend that the Back Shore be preserved and protected in order to maintain the essential culture, environmental, economic and aesthetic character of the City. The sole reason SOSG intends to acquire this land is to move it from private hands to a non-profit entity that will hold it and protect for the benefit of the public *in perpetuity*. In this case, "for the public" benefit includes usage of the property for recreational activities.

#### 5. Practicality and Feasibility

SOSG believes that purchasing the property is a practical solution to a challenging problem and is eminently feasible. A signed Purchase and Sales agreement is in hand, and closing is scheduled for April 19. Fundraising efforts have been successful, with approximately \$45,000 in donations and pledges received. Most of the expenses that will be incurred are known. SOSG has worked with a land use attorney, a real estate attorney and a land conservation attorney. All work on an hourly basis and each attorney is limited to a certain number of hours. Closing costs are determined and the group has estimates for title and property liability insurance. Fundraising costs, including GoFundMe charges, are included in the total project budget.

In terms of the schedule, the project timeline is a short one. SOSG is actively investigating land trusts like the Trustees of Reservations and the Essex County Greenbelt, to find out which organization would be best equipped to acquire the land by donation from SOSG and ensure its long-term conservation. Donation of the land and placement of the easement is scheduled to take place prior to December 31, 2016. SOSG has worked with several different attorneys who can draw up the easement and help with the donation.

#### 6. Cost/Benefit

These parcels of land were originally priced at \$185,000. James Harwood, the architect who proposed a single-family home and a subdivision of four houses had agreed to pay about \$160,000 in total for the four parcels. SOSG was thrilled that the owner offered to sell the land for \$75,000, recognizing that property bordering the ocean is limited and will become more so with rising tides. According to local realtors, a buildable acre of ocean-front land in Gloucester sells for about \$1 million. On the advice of land use attorney Jamy Madeja, purchasing the land was the "best possible outcome." If SOSG had not arranged this purchase, it is likely that litigation, as evidenced by the lawsuit filed in opposition to the Ciolino Overlay District, would entangle the land and result in costly legal fees for many years to come.

Community Preservation Application  
Save Our Shores Gloucester

**7. Leverage Additional Funds**

To date SOSG has raised approximately \$30,000 from individual donors and \$15,000 from private foundations. Donations to the SOSG GoFundMe site and its fiscal sponsor, The Gloucester Fund, come in daily.

**9. Community Support**

Beginning with the announcement that Mr. Harwood intended to build on the land, community support has been strong. Literally hundreds of people showed up at several city meetings in opposition to the proposed plans for a single-family house and a subdivision with four houses. Approximately 300 joined an email list of supporters, and more than 200 donors have contributed to the fundraising effort. The SOSG Facebook has more than 2,500 “likes” and has had over 25,000 views. Volunteers are contributing legal services, research, writing, and graphic design, and are doing lots of odd jobs. Everyone that SOSG members have spoken with are in favor of this property purchase. On the day the land purchase was announced in the Gloucester Daily Times, SOSG received dozens of phone calls and emails congratulating and thanking the group for its work.

All demographic groups love and make great use of the public land along the Back Shore. People from all over Gloucester have turned out for public hearings and community meetings. People making donations in very small and larger amounts come from every part of Gloucester and include fishermen, families, professionals, artists, and business owners who are happy to support this effort. Donations and letters and emails of support have come from outside the City as well. In fact, SOSG has received contributions and communications from people all over the world.

City officials are delighted to support this project. Mayor Sefatia Romeo Theken stated in the *Gloucester Daily Times*, “Whatever [SOSG] choose[s] to do, we’re here for them . . . this mayor and this administration want to make sure, like these people do, that this land is never — I mean never — developed.”

Letters of support were solicited from the Conservation Commission and the Planning Departments. Staff at each department cited the difficulty of preparing a letter because of an impending lawsuit against the City regarding the Ciolino Overlay District. Given the timing of this application, it was not possible to solicit other letters of support from individuals, although some people did send emails.

**Open Space Criteria**

Purchasing this land and placing a conservation easement on it will provide permanent protection for the fish, birds, ducks and seals that live in the area and contribute to local biodiversity. In recent years, whales have been spotted off the Back Shore. In the last year, a rare young right whale was spotted frolicking in the coves along the Back Shore. A month later a humpback whale washed up and then floated away. The waters along the Back Shore are home to an extraordinary number and variety of fish and birds, as these experts explain.

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According to Kate Ostrikis, Fisheries Supervisor of the MA Division of Marine fisheries:

*“This section of the Atlantic Ocean along Atlantic Road in Gloucester, MA supports the spawning, settlement and early juvenile development of a number of commercially important fisheries resources including winter flounder (*Pseudopleuronectes americanus*), Atlantic cod (*Gadus morhua*) and American lobster (*Homarus americanus*). River herring (*Alosa spp.*), rainbow smelt (*Osmerus mordax*), American eel (*Anguilla rostrata*), white perch (*Morone americana*), and Atlantic tomcod (*Microgadus tomcod*) can also be found foraging. Shellfish have been mapped in this location by Marine Fisheries, including blue mussels (*Mytilus edulis*). Any loss of habitat or habitat conversion may be subject to mitigation by state and federal agencies.”*

Chris Leahy of Mass Audubon notes that:

*“It would certainly be safe to say that these days hundreds of birders from all over the country visit the Back Shore annually, including the parcels in question. Interest in the birds of Cape Ann extends back at least to the late 19<sup>th</sup> century and increased significantly as birdwatching became more popular in the 1920’s and ‘30’s but especially after WWII. The current explosive popularity and resulting economic benefits of birdwatching on communities that offer particularly interesting birding opportunities (as Cape Ann does) is amply documented in literature.”*

Not only are the habitats along the Back Shore important natural resources, but they provide economic impetus for recreational activities and tourism. Acquisition of the four parcels along the Back Shore will provide for more opportunities and more space for locals and visitors alike to enjoy the leisure activities that abound in this area. For more than 400 years, people have fished here as they do now. Famous and not-so-famous artists paint here, while others will use this land to picnic, sunbathe, and dig for crabs. Still others will take prom and wedding photos and even “selfies.” Gloucester itself promotes this stretch of land as a Scenic Drive, and dozens of tour buses travel this route, along with limousines, motorcycles, and everyday sedans filled with families, wedding parties and visitors from many different states and countries.

### **Preservation Guarantees**

SOSG recognizes that a preservation easement is essential to preserving this land. Since development was proposed for the Back Shore, the group has tried to respond in a timely and successful way to the twists and turns that have popped up along the way. When it seemed like there might be an opportunity to purchase the land, the group seized the initiative and trusted that the funds would be raised to complete the purchase. Since that time, *just a week ago*, the group has scrambled to work out a solution that will be the best one for owning the land and preserving it. To that end, it has pursued several different options and investigated several different organizations to ensure the best fit for this property.

In order to resolve these questions, SOSG is working with the Land Conservation and Advocacy Trust (LCAT). As noted above, LCAT is forming a LLC to be called Gloucester Holdings II to

**Community Preservation Application  
Save Our Shores Gloucester**

hold the land as a fiscal sponsor for SOSG. This arrangement will be finalized prior to closing on the land purchase. An attorney at LCAT will help with the land donation and conservation easement process, following the land purchase.

**Measurements of Success**

There are really only two measurements of success for this project. One is the successful purchase of the land and the second is the placement of a conservation easement on the land that will guarantee public access forever!

**Maintenance and Upkeep**

During the short-term that SOSG intends to hold this land, the main maintenance chore will be litter pickup. Throughout this process, enough of the neighbors have met and supported these efforts to manage the litter problem. SOSG may partner with the One Hour at a Time gang or other community groups to assist with the litter pickup.

**Applicant Qualifications**

The group that comprises SOSG brings a wealth of experiences and skills to bear on this project. Barbara Silberman is a seasoned preservationist who has worked with dozens of organizations that hold easements. She has years of experience administering grants for preservation projects. Dave Manley, the group's Treasurer, is the former CFO of Fidelity Investments. Currently he provides counseling to business owners and non-profit corporations through SCORE. Marty Del Vecchio has served on the Board of the Open Door, and is very active in Gloucester Public Schools. Hazel Hewitt is a technical writer and graphic designer and is an avid birdwatcher. Mark Poulin is a project engineer at Applied Materials and Pam Poulin is expert at completing many of the administrative chores. Working in concert with experts in the areas of land use, land conservation, real estate law, and tax law, SOSG is well-equipped to ensure the successful purchase, donation and easement placement for the parcels at 166-178 Atlantic Road.

**BUDGET FORM**

**Project Name: Back Shore Land Acquisition**

**Applicant: Land Conservation And Advocacy Trust on behalf of Save Our Shores Gloucester**

| <b>SOURCES OF FUNDING</b>       |                  |  |
|---------------------------------|------------------|--|
| <b>Source</b>                   | <b>Amount</b>    |  |
| Community Preservation Act Fund | \$50,000         |  |
| (List other sources of funding) |                  |  |
| Individual donors               | \$50,000         |  |
|                                 |                  |  |
|                                 |                  |  |
|                                 |                  |  |
|                                 |                  |  |
|                                 |                  |  |
| <b>Total Project Funding</b>    | <b>\$100,000</b> |  |
| <b>PROJECT EXPENSES</b>         |                  |  |
| <b>Expense</b>                  | <b>Amount</b>    | <b>Please indicate which expenses will be funded by CPA Funds:</b> |
| Land Purchase                   | \$75,000         | \$50,000 CPA   |
| Closing Costs                   | \$ 7,500         |  |
| Legal Expenses                  | \$10,000         |  |
| Fundraising Costs               | \$ 4,000         |  |
| Administrative Costs            | \$ 3,500         |  |
|                                 |                  |  |
|                                 |                  |  |
|                                 |                  |  |
|                                 |                  |  |
|                                 |                  |  |
| <b>Total Project Expenses</b>   | <b>\$100,000</b> |  |

Please feel free to photocopy or re-create this form if more room is needed.

# CITY OF GLOUCESTER

## COMMUNITY PRESERVATION COMMITTEE

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### PROJECT SCHEDULE

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Please provide a project timeline below, noting all project milestones. Please note that because the City Council must approve all appropriations, CPA funds may not be available until up to two months following Committee approval.

|                                 | <b>Activity</b>  | <b>Estimated Date</b> |
|---------------------------------|--|-----------------------|
| <b>Project Start Date:</b>      | <b>Sign Purchase and Sale Agreement</b>                | <b>March 15, 2016</b> |
| <b>Project Milestone:</b>       | <b>Close on Land Purchase</b>                          | <b>April 19, 2016</b> |
| <b>50% Completion Stage:</b>    | <b>Land Purchase<br/>\$50K toward fundraising goal</b> | <b>April 12, 2016</b> |
| <b>Project Milestone:</b>       | <b>Decision regarding easement and land trust</b>      | <b>June 30, 2016</b>  |
|                                 | <b>Easement placed or land donated</b>                 | <b>Nov 15, 2016</b>   |
| <b>Project Completion Date:</b> | <b>All documents completed and recorder</b>            | <b>Dec 15, 2016</b>   |

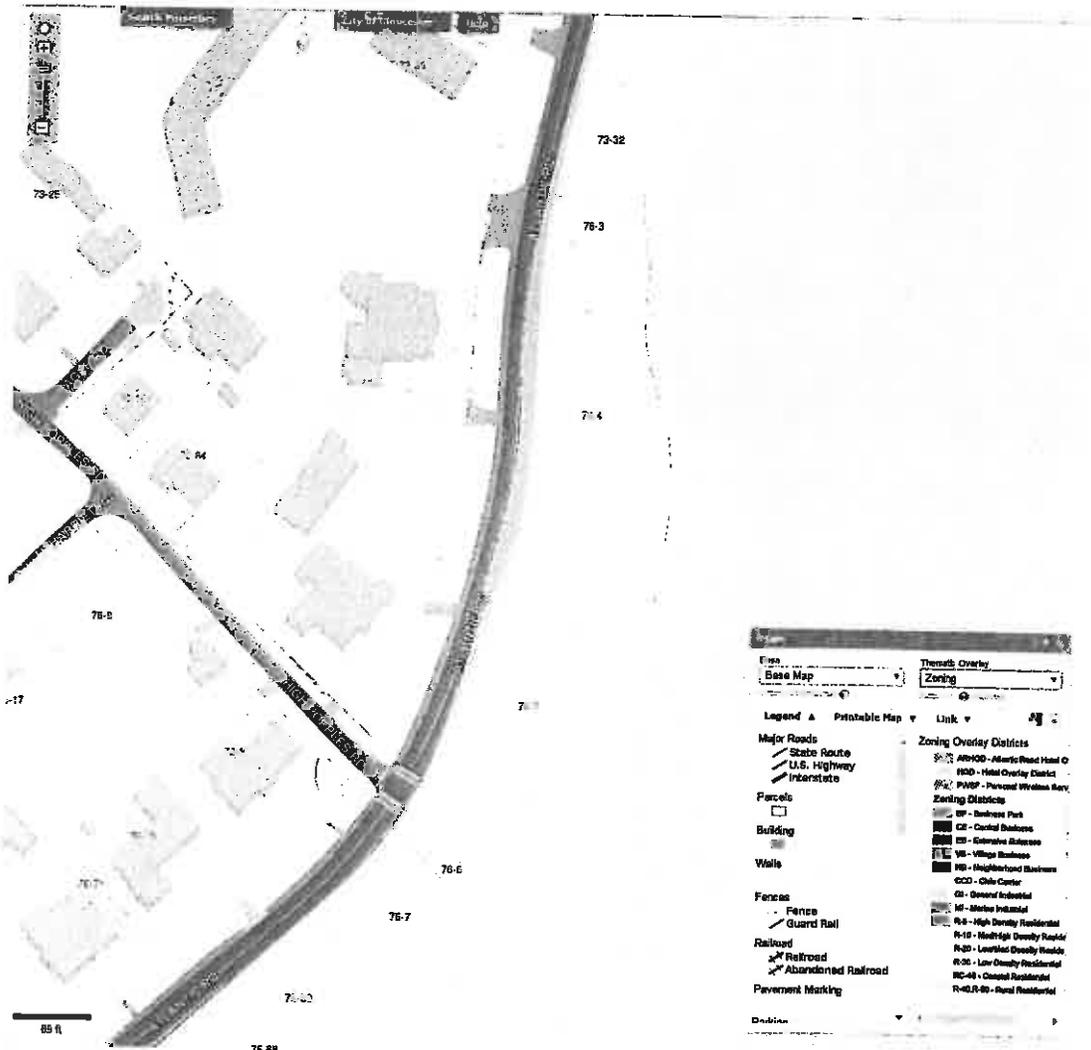
Please note: If the project is approved, the recipient must provide progress reports to the Committee on a quarterly basis (by the 15<sup>th</sup> of January, April, July and October) depending on the length of the project. The recipient shall also provide an interim report at the 50% Completion Stage, along with budget documentation.

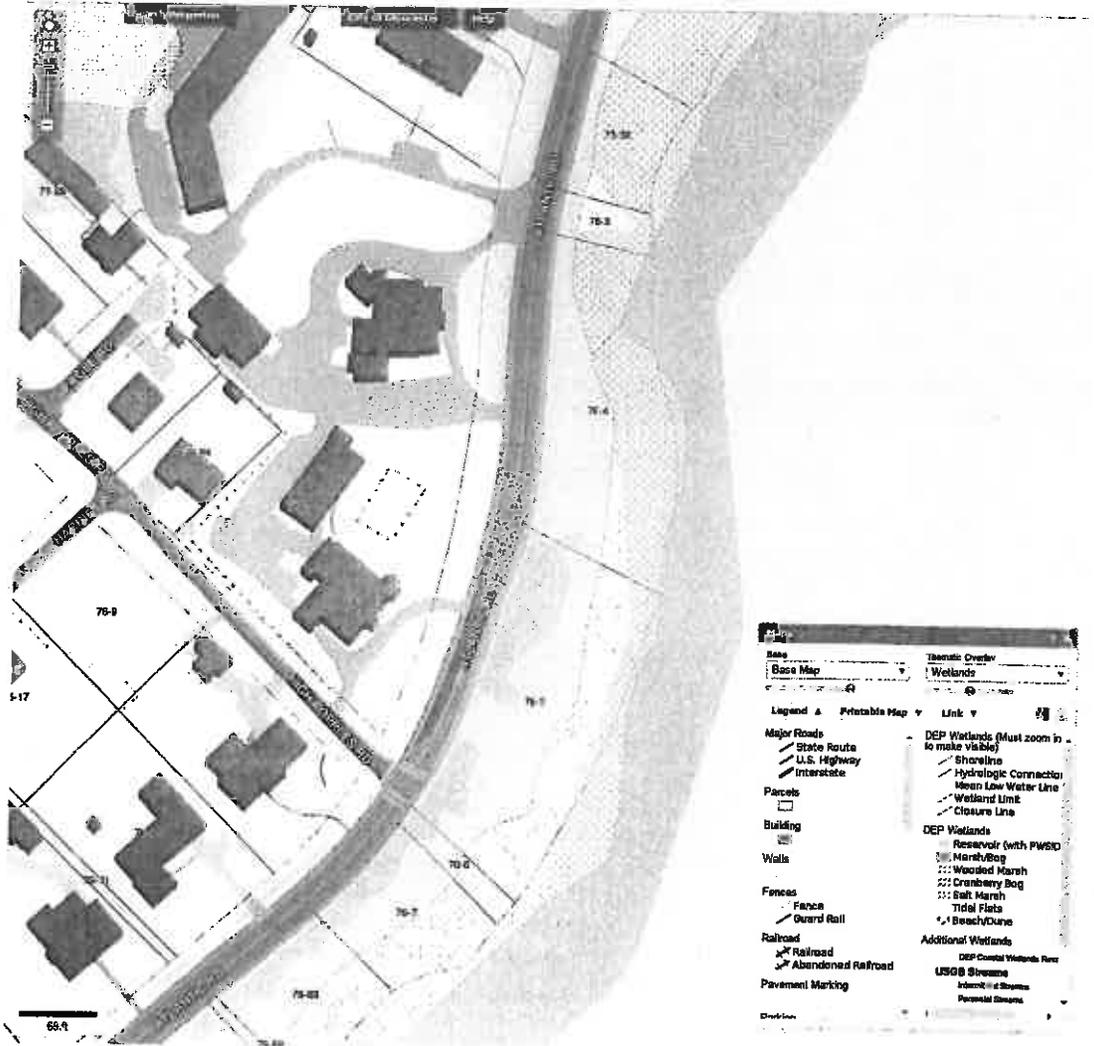
Please feel free to photocopy or re-create this form if more room is needed.

Map Showing FEMA Flood Zones  
100% of Area To Be Purchased



# Map Showing Zoning of Area to Be Purchased





**Base**  
 Base Map  
 Legend  
 Printable Map  
 Link

**Thematic Overlay**  
 Wetlands

**Major Roads**  
 State Route  
 U.S. Highway  
 Interstate

**Pavement Marking**

**Buildings**

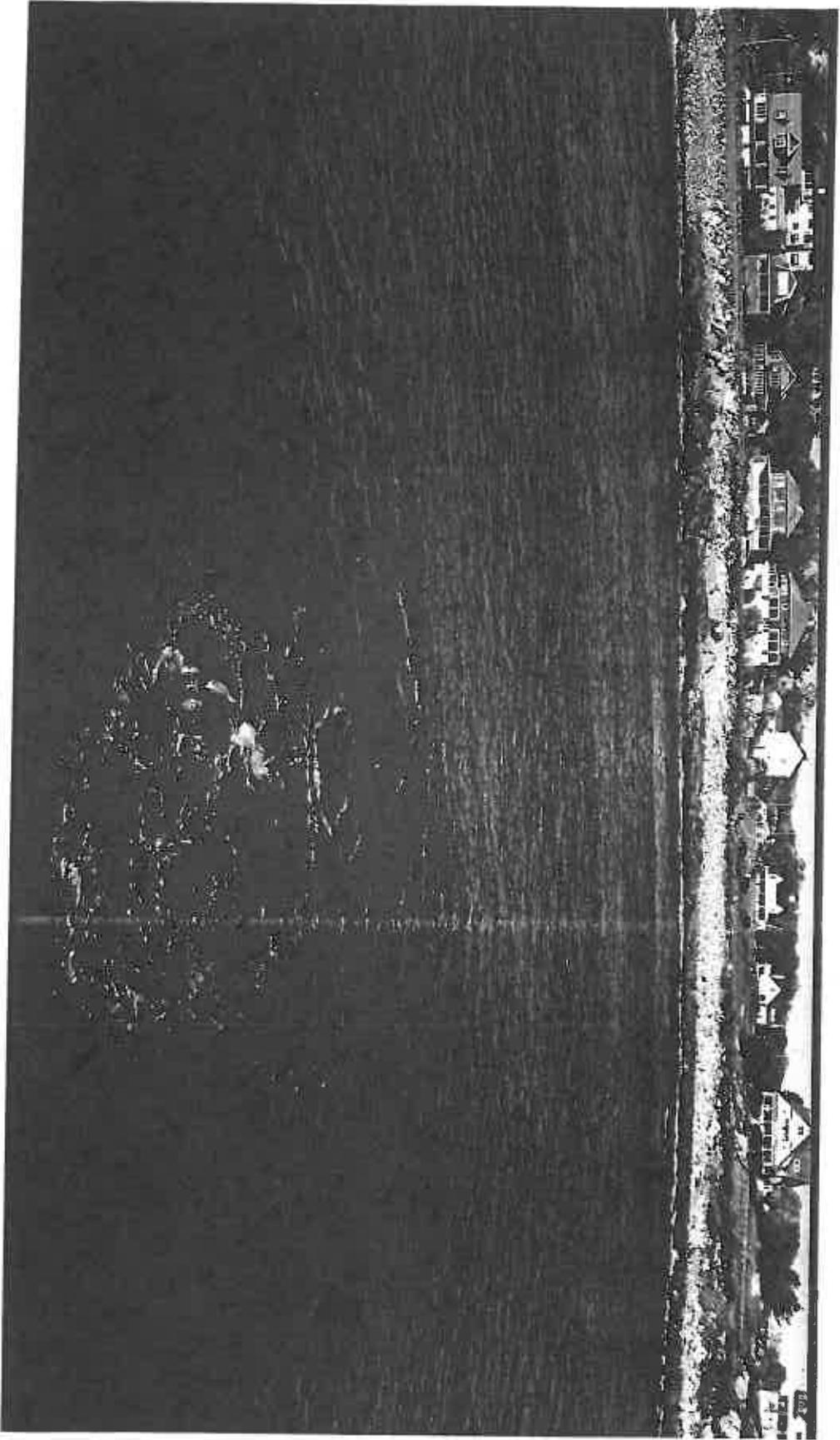
**Fences**  
 Fence  
 Guard Rail

**Railroad**  
 Railroad  
 Abandoned Railroad

**Wetlands**  
 DEP Wetlands (Must zoom in to make visible)  
 Shovelmark  
 Hydrologic Connector  
 Mean Low Water Line  
 Wetland Limit  
 Closure Line

**DEP Wetlands**  
 Reservoir (with PWSID)  
 Marsh/Bog  
 Wooded Marsh  
 Cranberry Bog  
 Salt Marsh  
 Tidal Flats  
 Beach/Dune

**Additional Wetlands**  
 DEP Coastal Wetlands Rule  
 USGS Stream  
 Interim Wetlands  
 Potential Stream



An endangered North Atlantic Right Whale visits the Back Shore

November 29, 2015

**ADDENDUM TO THE PURCHASE AND SALES  
AGREEMENT BY AND BETWEEN  
CHERYL D. SOONES AND MARTIN J. DELVECCHIO**

1. It is understood and agreed by the parties that the premises shall not conform with the provisions of this Agreement unless: title to the premises is insurable, or the benefit of BUYER, by a title insurance company reasonably acceptable to BUYER in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the jacket to such form or policy, the standard so-called Schedule B exceptions, and exceptions permitted under Paragraph 4 of the purchase and sales agreement;

It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

It is agreed that title shall not conform to the provisions of this agreement if the premises is burdened by any easement or restriction (other than rights arising from the premises being tidelands) that would interfere with the donation of the premises to a conservation or land trust.

2. SELLER hereby represents as of the date hereof that to the best of their knowledge:

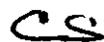
- A. SELLER has the legal right, power and authority to enter into this agreement and to perform all of its obligations hereunder;
- B. There are no tenancies, occupancies or licenses in or to the premises;
- C. There are no current or future assessments for public improvements presently affecting or anticipated to affect the Premises of which SELLER has knowledge;
- D. There are no easements, rights of ways or restrictions affecting the premises of which the SELLER is aware and are not disclosed herein.

3. BUYER and SELLER each acknowledge that they have been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that each has been afforded the opportunity to confer with counsel prior to signing this Agreement. Upon the execution and delivery of this Agreement by SELLER and BUYER, all previous agreements between BUYER and SELLER in connection with the Premises, including the "Offer to Real Estate," executed by BUYER and SELLER shall be void and without recourse to the parties thereto and hereto, it being the intention of

Buyers  
Initials



Sellers  
Initials



the parties that the terms and conditions of this Agreement shall fully and completely supersede all of the terms and conditions of the said "Offer to Purchase Real Estate."

5. NOTICE: Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given: (a) if and when personally delivered; or (b) when delivered by a national overnight mail courier service, (i.e., Federal Express or UPS); or (c) on the third (3rd) business day after being mailed by United States certified mail, return receipt requested, postage prepaid, and addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by ten (10) days prior written notice in accordance herewith:

If to the SELLER to: Cheryl D. Soones  
P.O. Box 420848  
Summerland Key, FL 33042-4032

with a copy to: Brian P. Cassidy, Esq.  
JRM Corporate Office Building  
265 Newbury Street  
Peabody, Massachusetts 01960  
Telephone: 978-278-3277  
E-mail: [brian@cassidylaw.comcastbiz.net](mailto:brian@cassidylaw.comcastbiz.net)

If to the BUYER to: Martin J. DelVecchio  
11 Tragabigzanda Road  
Gloucester, MA

With a copy to: David Klebanoff, Esq.  
Gilman, McLaughlin & Hanrahan, LLP  
101 Merrimac Street  
Boston, MA 02114-9601

or to such other address as either party shall have last designated by like notice in writing. Notices given hereunder shall be effective upon receipt in the case of notices given by hand or facsimile or electronic mail transmission, and the earlier of the date of receipt or the first attempted delivery in the case of notices given by certified mail or express mail.

7. CONFLICTING PROVISIONS. In the event that this Addendum conflicts with the provisions contained in the standard form Purchase & Sale Agreement or any other addendum hereto, the provisions of this Addendum shall control.

Buyers  
Initials

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Sellers  
Initials

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8. **SATURDAY/SUNDAY/HOLIDAY.** Notwithstanding any other provision contained herein, in the event that any date specified herein should fall on a Saturday, Sunday, legal holiday or state of emergency, then said date shall be construed to mean the next business day.
9. All disputes as to the conditions of the title shall be resolved in accordance with the standards promulgated by the Real Estate Bar Association in effect as of the date hereof and any other applicable provisions of Massachusetts law.
10. If any errors or omissions are found to have occurred in any calculation of figures used in the settlement statement signed by the Parties, and notice thereof is given within sixty days of the date of delivery of the deed to the Party to be charged, then such Party agrees to make a payment to correct the error or omission.
11. Paragraph 3 of the Agreement shall be changed as follows: change "cashier's, check(s)" to "cashier's, IOLTA, check(s) or Wire Transfer, which method shall be selected by Seller"
12. Paragraph 13 of the Agreement shall be changed by adding at the end of the first sentence: "if and only when, regardless of the reason, when the deed is recorded and when the Seller receives the full purchase price pursuant to this agreement. "

Signed under seal this 15 day of March 2016.

  
\_\_\_\_\_  
Martin J. DelVecchio  
Buyer

  
\_\_\_\_\_  
Cheryl D. Soones  
Seller

Buyers  
Initials

MD

Sellers  
Initials

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STANDARD LAND PURCHASE AND SALE AGREEMENT [#505] (With Contingencies)

The parties make this Agreement this 9th day of March, 2016. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties. Cheryl D. Soones

SELLER, agrees to sell and Martin J. DeVecchio [insert name], the

BUYER, agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of land containing approximately 1.87 acres, more or less, described as 178 Atlantic Rd. Lots 20,D,E,43 Gloucester, MA 01930

as more specifically described in a deed recorded in the Essex South Registry of Deeds at Book 430, Page 78745, [Certificate No. 457421], a copy of which is [is] [X] is not [choose one] attached.

3. Purchase Price. The purchase price for the Premises is \$ 75,000.00 dollars of which \$ 500.00 were paid as a deposit with Contract To Purchase; and \$ 9,500.00 are paid with this Agreement; and \$ 65,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire. \$ 75,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by North Shore's Gold Coast Realty, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 1 o'clock p. m. on the 19th day of April, 2016, at the Essex South Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

BUYER'S Initials BUYER'S Initials BUYER'S Initials CS SELLER'S Initials SELLER'S Initials SELLER'S Initials



following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for \_\_\_\_\_;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) \_\_\_\_\_

*[insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]*  
If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.


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BUYER'S Initials    BUYER'S Initials    BUYER'S Initials    SELLER'S Initials    SELLER'S Initials    SELLER'S Initials

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Statewide Standard Real Estate Forms

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Form No. 505

10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of Two Thousand (\$2,000.00) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of Three Thousand, Seven Hundred Fifty ( 3,750.00 ) for professional services shall be paid by the SELLER to North Shore's Gold Coast Realty, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Marilyn Hyde, North Shore's Gold Coast Realty [insert name] a real estate broker, is seeking a fee from Peter Lane, North Shore's Gold Coast Realty [name of listing broker, seller or buyer, if applicable] for services rendered as a  seller's subagent  buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

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BUYER'S Initials    BUYER'S Initials    BUYER'S Initials    SELLER'S Initials    SELLER'S Initials    SELLER'S Initials



overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: Martin J. DeVecchio

SELLER: Cheryl D. Soones

11 Tragabigzanda Rd  
Gloucester, MA 01930

P.O. Box 420848  
Summerland Key, FL 33042

19. **Counterparts / Electronic Delivery / Construction Of Agreement.** All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. **Additional Provisions.**

a. **Deposit is non-refundable only if Buyer defaults as per the terms of this agreement.**

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

*Martin J. DeVecchio*  
BUYER **Martin J. DeVecchio**

March 15, 2016  
Date

*Cheryl D. Soones*  
SELLER **Cheryl D. Soones** Date

\_\_\_\_\_  
BUYER Date

\_\_\_\_\_  
SELLER, or spouse Date

\_\_\_\_\_  
BUYER Date

\_\_\_\_\_  
SELLER, or spouse

**Escrow Agent.** By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

*Peter J. Lane*

5 **Peter J. Lane** Date

BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials

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