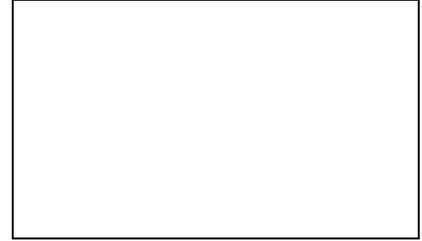




GLOUCESTER CITY COUNCIL CALENDAR OF BUSINESS  
TUESDAY, September 24, 2019  
7:00 P.M.  
KYROUZ AUDITORIUM, CITY HALL  
COUNCIL MEETING #2019-018



**UNANIMOUS CONSENT CALENDAR**

*Addendum to the Mayor's Report:*

1. Request acceptance of a State Dredging Program Grant in the amount of \$2.4 million
2. Memorandum and Supplemental Appropriation-Budgetary Request (#2020-SA-5) from the CFO re: establishment of an Energy Management Systems and Green Energy Stabilization Fund

**ACTION**

(Refer B&F)

(Refer B&F)

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930  
2019 SEP 24 PM 3:46



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

CITY OF GLOUCESTER  
OFFICE OF THE MAYOR

**TO:** City Council  
**FROM:** Mayor Sefatia Romeo Theken  
**DATE:** September 24, 2019  
**RE:** Addendum to Mayor's Report for the September 24, 2019 City Council Meeting

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Members of the City Council:

Since the Annisquam River was last dredged, naturally accumulating silt and sand in parts of the river channel have created safety concerns among fisherman and maritime first responders from the city and the Coast Guard.

Congressman Seth Moulton, Senator Ed Markey and Senator Elizabeth Warren successfully lobbied to include federal funding for the Gloucester Harbor and Annisquam River dredging projects in the Army Corps' 2018 Work Plan last June. As a result, a \$5.7 million federal grant was awarded/earmarked to pay for dredging the shallowest spots in the channel along the Blynman Canal and the Annisquam River to restore them to fully navigable channels for recreational and commercial vessels, as well as those that provide maritime safety services.

RFP's went out and two bids were received. Both came in significantly higher than the approximate \$6 million estimate. The bids came in at \$11.4 million and \$13.7 million.

With unanimous support for the project from local, state and federal officials, as well as the U.S. Coast Guard and multiple fishing stakeholders additional funding, of \$2.4 million, was immediately needed for this project to remain on schedule and commence this fall.

We quickly collaborated with state and federal representatives to discuss possible money sources and appropriations. Thanks to Governor Charlie Baker, Secretary Michael Kennealy, and Senator Bruce Tarr for suggesting the Massachusetts Dredging Program Grant via Executive Office of Housing and Economic Development.

Project commencement has always been critical as the project area will likely not withstand another severe New England winter further shifting and accumulating materials. Our team quickly worked to apply for that grant. We learned of that grant award late last month and have been working in earnest since to finalize contract terms and conditions.

Attached is a motion to establish the Stabilization Fund and a Supplemental Appropriation to fund the DOER grant match.

Please forward this information to the City Council at your earliest convenience.

Thank you.

Simultaneously we have been working with the US Army Corps of Engineers to finalize a memorandum of agreement as the City will be the non-federal sponsor for the project. As such we will be responsible to contribute funds (the \$2.4 million awarded to us via Massachusetts Dredging Program Grant) for certain activities at the Gloucester Harbor & Annisquam River Federal Navigation Project.

We are extremely grateful for the support and guidance from the state on this important local initiative. This grant award is a major accomplishment for the City of Gloucester. We eagerly await the dredging operations to commence to restore the navigability of the federal channel in the Annisquam River for commercial fishermen and to correct the deteriorating channel depths that limit the ability of search and rescue vessels. The economic development and public safety implications are substantial and the project benefits will be profound.

**Enclosure 1** is a grant application and check list requesting you to accept a State Dredging Program Grant in the amount of \$2.4 million to support a municipal saltwater dredging project. ***Please refer this matter to the Budget and Finance Standing Committee for review and approval.*** Chief Administrative Officer Jim Destino, or appropriate personnel, will be available to answer questions and provide further information.

**Enclosure 2** is a memo from Chief Financial Officer John Dunn requesting the establishment of an Energy Management Systems and Green Energy Stabilization Fund. Additionally, there is a Supplemental Appropriation Budgetary Request (FY2020 SA - #5) in the amount of \$81,500 to provide match funding for the Department of Energy Resources Grant for energy efficiency work to Gloucester High School. ***Please refer this matter to the Budget and Finance Standing Committee for review and approval.*** Chief Financial Officer John Dunn, or appropriate personnel will be available to answer questions and provide further information.

As always, we encourage the City Council to contact us for any questions or comments regarding this submission but we will continue to offer updates and insights across all these matters as they move forward.

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Sefatia Romeo Theken

# **ENCLOSURE 1**



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

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

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

**Note: All documents must be complete signed copies.**

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



City of Gloucester  
Grant Application and Check List

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

Name of Grant: Massachusetts Dredging Grant - Annisquam River

Department Applying for Grant: Community Development

Agency-Federal or State application is requested from: Executive Office of Housing & Economic Development

Object of the application: Support dredging of the Annisquam River

Any match requirements: Non-state match of 50%, already met with Army Corps of Engineers contribution to the project

Mayor's approval to proceed: [Signature] 9/24/19  
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

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development

ACCOUNT NAME:

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

CFDA # (Required for Federal Grants):

DATE PREPARED: September 23, 2019

APPROVED  
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_ _ _ _)				
State grant	\$2,400,000.00			\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_ _ _ _)				
Dredging	\$2,400,000.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE



DATE ENTERED (AUDIT)

AUDITING DEPARTMENT INITIALS

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
GLOUCESTER, MASSACHUSETTS  
TO ACCEPT CONTRIBUTED FUNDS  
FOR CERTAIN ACTIVITIES AT  
GLOUCESTER HARBOR & ANNISQUAM RIVER  
FEDERAL NAVIGATION PROJECT

20<sup>th</sup> THIS MEMORANDUM OF AGREEMENT (hereinafter this “MOA”) is entered into this day of September, 2019, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for New England District (hereinafter the “District Commander”), and the City of Gloucester (hereinafter the “Contributor”), represented by the Mayor, together “the Parties”.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to operate, maintain, repair, restore, and replace the Annisquam River Federal Navigation Project located in Gloucester, Massachusetts (hereinafter the “Project”) authorized in the Rivers & Harbors Act, August 30, 1935, and modified by the River and Harbor Act of March 2, 1945;

WHEREAS, Section 1024 of the Water Resources Reform and Development Act of 2014, as amended (33 U.S.C. 2325a), authorizes the Government to accept and use funds contributed by a non-Federal public entity, a nonprofit entity, or a private entity to repair, restore, replace, or maintain a water resources project if the District Commander determines that there is a risk of adverse impacts to the functioning of the project for its authorized purposes and acceptance of the funds is in the public interest;

WHEREAS, the Contributor considers it in its own interest to contribute funds voluntarily to be used by the Government to perform maintenance dredging and related activities for the Project (hereinafter the “Contributed Funds Work”); and

WHEREAS, on September 19, 2019, the District Commander determined that there is a risk of adverse impacts to the functioning of the Project for its authorized purposes and acceptance of the funds from the Contributor is in the public interest.

NOW, THEREFORE, the Government and Contributor agree as follows:

1. Within thirty (30) calendar days of execution of this MOA, the Contributor shall provide to the Government the sum of \$2,400,000, which is the estimated cost of the Contributed Funds Work. The Contributor shall provide the funds to the Government by delivering a check payable to “FAO, USAED, New England (E6)” to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. While

the Government will endeavor to limit costs associated with the Contributed Funds Work under this MOA, the Parties acknowledge that claims or other unforeseen circumstances may affect costs associated with the Contributed Funds Work. If the Government determines that the actual costs of the Contributed Funds Work will exceed the amount provided by the Contributor, the Parties shall consult in determining how to proceed, and the Contributor, at its sole discretion, may provide additional funds for the Contributed Funds Work.

2. The Government shall not commence any Contributed Funds Work until all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341).

3. The Government shall provide the Contributor with quarterly reports of obligations for the Contributed Funds Work. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes all Contributed Funds Work under this MOA.

4. Upon conclusion of the Contributed Funds Work and resolution of all relevant claims and appeals, the Government shall complete a final accounting of the costs of such Contributed Funds Work and furnish the Contributor with written notice of the results of such final accounting. If the costs of the Contributed Funds Work are less than the amount of funds provided by the Contributor, the Government shall refund the excess to the Contributor within thirty (30) calendar days of such written notice.

5. No credit or repayment is authorized, nor shall be provided, for any funds provided by the Contributor and obligated by the Government for the Contributed Funds Work.

6. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the Project in the future; and nothing herein shall represent, or give rise to, obligations of the United States.

7. In the exercise of their respective rights and obligations under this MOA, the Government and the Contributor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

8. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Contributor:

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

If to the Government:

District Engineer  
USAED, New England  
696 Virginia Road  
Concord, MA 01742

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

9. The Parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this MOA.

10. This MOA may be modified or amended only by written, mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

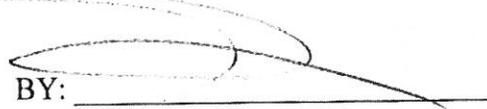
CONTRIBUTOR

BY:



**William M. Conde**  
Colonel, New England District

BY:



**Sefatia Romeo Theken**  
Mayor

DATE:

24 SEP 2019

DATE:

9/20/2019

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, JOHN P DUNN, do hereby certify that I am the Chief Financial Officer of the City of Gloucester (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the GLOUCESTER HARBOR & ANNISQUAM RIVER OPERATION AND MAINTENANCE DREDGING PROJECT; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the MEMORANDUM OF AGREEMENT BETWEEN THE ARMY AND THE CITY OF GLOUCESTER TO COMPLETE DREDGING OF THE GLOUCESTER HARBOR & ANNISQUAM RIVER FEDERAL NAVIGATION PROJECT.

IN WITNESS WHEREOF, I have made and executed this certification this 23<sup>rd</sup> day of SEPTEMBER, 2019.

BY: \_\_\_\_\_

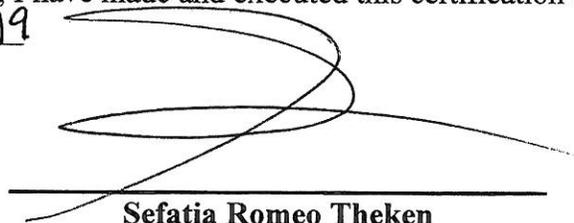
TITLE: CFO

DATE: 9/23/2019

CERTIFICATE OF AUTHORITY

I, Mayor Sefatia Romeo Theken, do hereby certify that I am the principal legal officer of the **City of Gloucester**, that the **City of Gloucester** is a legally constituted public body with full authority and legal capability to perform the terms of the Memorandum of Agreement between the Department of the Army and the **City of Gloucester**, and that the person who have the Memorandum of Agreement on behalf of the **City of Gloucester** acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 23<sup>rd</sup>  
day of September 2019



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**Sefatia Romeo Theken**  
Mayor

CERTIFICATION REGARDING LOBBYING

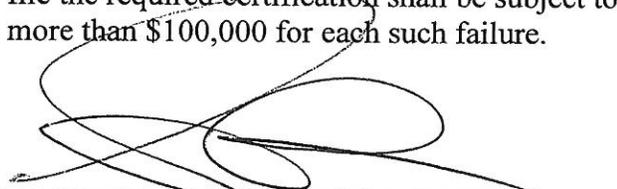
The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

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

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



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**Sefatia Romeo Theken**  
Mayor

DATE: 9/23/19

# 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 <https://www.macomptroller.org/> under Forms.

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Housing and Economic Development <b>MMARS Department Code:</b> EED
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 9 Dale Avenue, Gloucester, MA 01930	<b>Business Mailing Address:</b> 1 Ashburton Place, Rm. 2101, Boston, MA 02108
<b>Contract Manager:</b> Jill Cahill	<b>Billing Address (if different):</b>
<b>E-Mail:</b> jcahill@gloucester-ma.gov	<b>Contract Manager:</b> Nicholas Bulens
<b>Phone:</b> 978-325-5240 <b>Fax:</b>	<b>E-Mail:</b> nicholas.bulens@mass.gov
<b>Contractor Vendor Code:</b> VC6000192096	<b>Phone:</b> 617-788-3620 <b>Fax:</b> 617-788-3605
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> 19DredgeGlouceAnnisq
	<b>RFR/Procurement or Other ID Number:</b> Dredging2019

<p style="text-align: center;"><b>X NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.  
 Commonwealth Terms and Conditions     Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.  
 **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  
 **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). **\$ 2,400,000.**

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

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Funding award through the Massachusetts Dredging Program (pursuant to Plan Item D017 in the Mass. Capital Investment Plan 2020-2024) to support a municipal saltwater dredging project, as outlined in the attached RFR response, and in accordance with the scope and additional terms/conditions described in Attachment A.**

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

**CONTRACT END DATE:** Contract performance shall terminate as of **June 30, 2020**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X:  Date: <u>9/19/19</u> (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Sefatia Romeo Theken</u> Print Title: <u>Mayor</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Michael Kennealy or Designee</u> Print Title: <u>Secretary of Housing and Economic Development</u>
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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

### CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

### COMMONWEALTH TERMS AND CONDITIONS

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

### COMPENSATION

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

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

## CERTIFICATIONS AND EXECUTION

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

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

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

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

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

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation

## PAYMENTS AND PROMPT PAY DISCOUNTS

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

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

## ANTICIPATED START DATE

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

## CONTRACT END DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in

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employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

## EXECUTIVE ORDERS

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

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

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

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

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch

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

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

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



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

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

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

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

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

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

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

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

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

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

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

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

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

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



# COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

Print Name: Sefatia Romeo Theken (signature)

Title: Mayor

Date: Sept 19, 2019

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: City of Gloucester

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 046001390

Address: 9 Dale Avenue, Gloucester MA 01930

Telephone: 978 281 9700 FAX: \_\_\_\_\_

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



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

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Sefatia Romeo Theken	Mayor
Jill Cahill	community development direct

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: 9/19/19

Title: mayor

Telephone: 978 281 9700

Fax:

Email: mayor@gloucester-ma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Jill Cahill  
Title: Community Development Director

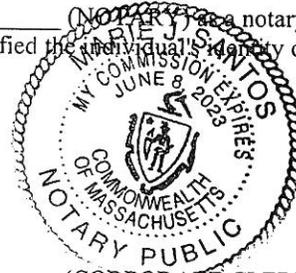
X Jill Cahill  
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, Maria Santos (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:

September 24, 20 19.

My commission expires on: 6-8-2023



AFFIX NOTARY SEAL

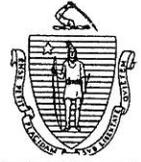
I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

*[Handwritten signature]*

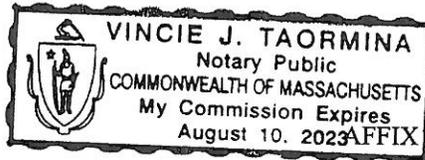
**X**  
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, Vincie J. Taormina (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:

September 19, 2019.

My commission expires on: August 10, 2023



AFFIX NOTARY SEAL

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

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

**EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT  
Massachusetts Dredging Program**

**ATTACHMENT A  
Additional Terms and Conditions**

**ARTICLE I – Grant Agreement**

A Grant Agreement (Agreement) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (EOHED), and the **City of Gloucester** (Public Entity), jointly referred to as “The Parties”, based on the application submitted by Public Entity (incorporated herein as Attachment B). The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Terms and Conditions Form
3. Commonwealth of Mass. – Contractor Authorized Signatory Forms
4. Attachment A, Additional Terms and Conditions (*this document*)
5. Attachment B, RFR Response / Grant Application

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a Massachusetts Dredging Project, based on application submitted on: **August 20, 2019**. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

**ARTICLE II – Definitions** (The following terms shall have the respective meanings ascribed to them.)

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Director**” shall mean the assigned manager/supervisor of the Massachusetts Dredging Program.

“**Grant Application**” shall mean the application submitted in response to the RFR by the Public Entity to the Massachusetts Dredging Program, including Permit Plans, and appended as Attachment B to the Contract.

“**Grant Funds**” shall mean the funds disbursed by EOHED to the Public Entity pursuant to the Contract.

“**Massachusetts Dredging Program**” shall mean the grant program authorized by Section 2A of Chapter 228 of the Acts of 2018, and further described in the Massachusetts Dredging Program Request for Proposals (RFR), promulgated by the Secretary.

“**Monetary Penalties**” shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“**Project**” shall have the meaning set forth by all of the components outlined in Article III.

“**Project Site**”, also referred to herein as the “**Site**”, shall mean the land, tidelands, submerged lands, and other areas to be improved as part of the Project, as identified in Section III.A hereof, described in the Grant Application, and shown on the Permit Plans.

“Secretary” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“Maximum Obligation” shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

**ARTICLE III – Project Scope and Budget**

**Project Name: Annisquam River Dredging Project**

**Maximum Obligation of this Contract: \$2,400,000**

**A. Description of the Project Site**

Dredged areas will include various shoaled areas of the Annisquam River Federal Navigation Project (FNP), including the Annisquam River channel and the Lobster Cove anchorage, as illustrated in Attachment B.

Disposal areas will include the Ipswich Bay Nearshore Disposal Site (IBNDS) and the Gloucester Historic Disposal Site (GHDS).

**B. Project Description**

The Public Entity will dredge +/- 140,000 cubic yards of sand from shoaled areas of the Annisquam River Federal Navigation Project (FNP). Work areas will be dredged to an authorized depth of -8.0 feet mean lower low water (MLLW) with an allowable overdredge depth of -9.0 feet MLLW.

Sand will be mechanically dredged using conventional construction equipment such as a crane with a clamshell bucket affixed on a barge or other construction equipment as determined by the Army Corps of Engineers. Dredged material will be placed directly onto a scow and thereafter transported by tug boat for open water disposal at the Ipswich Bay Nearshore Disposal Site (IBNDS) and/or the Gloucester Historic Disposal Site (GHDS).

**C. Project/Construction Timeline**

<b>Milestone</b>	<b>MMM-YYYY</b>
Bid Advertisement	<b>Jul-2019</b>
Bid Opening	<b>Aug-2019</b>
Start Dredging	<b>Oct-2019</b>
Dredging 50% Complete	<b>Jan-2020</b>
Dredging 100% Complete	<b>Jan-2021</b>
Post-Dredge Survey Complete	<b>Jan-2021</b>

D. Project Budget:

<b>SPENDING CATEGORY</b>	<b>GRANT FUNDS</b>
Bidding/Contracting	\$0.00
Mobilization/Demobilization	\$975,000.00
Dredging	\$1,425,000.00
Material Management/Disposal	\$0.00
Construction Administration	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
<b>TOTAL</b>	<b>\$2,400,000.00</b>

E. Funds Drawdown Schedule

<b>Period (QE = "Quarter Ending")</b>	<b>Grant Funds</b>
QE 09/30/19	\$0.00
QE 12/31/19	\$2,400,000.00
QE 03/31/20	
QE 06/30/20	\$0.00
<b>FY20 Total</b>	<b>\$2,400,000.00</b>

<b>Grand Total</b>	<b>\$2,400,000.00</b>
<b>Retainage</b>	<b>\$120,000.00</b>

**ARTICLE IV – Grant Administration**

A. Project Management.

The Director shall oversee the Massachusetts Dredging Program on behalf of the Secretary.

B. Disbursement of Grant Funds.

EOHED shall disburse funds to the Public Entity in an aggregate amount not to exceed the Maximum Obligation within forty-five (45) days after receipt of an executed Memorandum of Agreement between the United States Department of the Army/Army Corps of Engineers and the Public Entity for maintenance

dredging of the Annisquam River. Said funds shall then be disbursed by the Public entity directly to the United States Department of the Army/Army Corps of Engineers subject to the following terms and conditions.

1. In instances where payment is requested prior to funds being disbursed by the Public Entity, documentation of payment by the Public Entity to its contractors must be submitted to EOHEd within sixty (60) days of receipt of funds. Appropriate forms of verification of payment are subject to the discretion of the Secretary and may include copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, vendor, and date the check/EFT was processed.
2. Notwithstanding the above terms and conditions, EOHEd may at its sole discretion disburse one hundred percent (100%) of Grant Funds in an aggregate amount not to exceed the Total Maximum Obligation within forty-five (45) days after receipt of a fully executed agreement between the Public Entity and the United States Department of the Army/Army Corps of Engineers for construction of the Project.

C. Use of Grant Funds.

EOHEd shall provide Grant Funds up to the Total Maximum Obligation to the Public Entity to pay for fifty percent (50%) of costs incurred to complete the Project. Specific conditions on funding and drawdown schedule are set forth in Article III hereof.

The Public Entity shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the Grants Funds shall be kept separate and distinct from all ledger accounts and records of the Public Entity relative to any other enterprise which the Public Entity has engaged in, developed, or administered.

It is the intent and agreement of the Parties that the Grant Funds shall not pay more than fifty percent (50%) of the total Project cost. After the expenditure of Grant Funds by the Public Entity to pay for fifty percent (50%) of costs incurred to complete the Project, any unexpended Grant Funds shall be promptly returned to EOHEd within ten (10) days of a written request from EOHEd. In the event that the Public Entity shall not timely return Grant Funds to EOHEd, the amounts due to EOHEd shall accrue interest at a rate of 12 percent (12%) per annum. In addition, EOHEd shall be entitled to recover attorney fees and all other fees, expenses and costs incurred in seeking the return of said Grant Funds.

D. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon proof of an executed Memorandum of Agreement between the United States Department of the Army/Army Corps of Engineers and the Public Entity for the maintenance dredging of the Annisquam River. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOHEd has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget and/or cost overruns for the Project. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.

3. No Arbitrage. For funds that are received on a cost reimbursement, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within sixty (60) days to avoid arbitrage.
4. Obligation/Drawdown Deadlines. The Grant shall be obligated/expended as set forth in Article III.
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.
6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.
7. Other Conditions. Intentionally Omitted.

## **ARTICLE V – Obligations of the Public Entity**

### **A. Obligations of the Public Entity**

This Agreement shall in no way relieve the Public Entity from the full force and application of any laws, rules, regulations and orders or requirements. In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Ensure compliance, including but not limited to the requirements outlined in the RFR and any and all applicable local, state and federal rules, regulations and laws.
2. Submit timely and complete quarterly reports until the closeout of the Project on a form provided by EOHED that includes updates and/or changes to the Project.
3. Cooperate fully and promptly with any other request for information that the Secretary or the Director may make.
4. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
5. Ensure that construction begins on this Project in accordance with Article III.

### **B. Compliance with Laws Regarding Contractors and Procurement**

Without limiting the generality of Section V.A.1 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. To the extent possible, the Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.

2. To the extent possible, the Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
3. To the extent possible, the Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful."
4. In accordance with Executive Order 481 and under the pains and penalties of perjury, and to the extent possible, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

C. Signage

If the Public Entity erects signage identifying the Project, such signage shall include an acknowledgement of the Grant. The Public Entity shall notify the Director of the desire to erect such signage and the Director shall approve the signage and grant acknowledgement.

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall closeout the Project by submitting a complete and executed Project Closeout Certification Form, to be provided by EOHED. The Public Entity shall further submit with said form the following:

1. Invoices for actual expenses incurred to complete the Project.
2. Documentation of payment by the Public Entity to its contractors. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the Grantee's accounting system demonstrating payment, including payment numbers, amounts, vendor, and date the check/EFT was processed.
3. Documentation of the expenditure of Grant Funds from the Grantee's municipal accounts. Appropriate forms of verification of expenditure are ledger statements from the grantees accounting system demonstrating drawdown of Grant Funds from the required non-interest bearing account, pursuant to Article IV, Section C, to pay for fifty percent (50%) of costs incurred to complete the Project.

Documentation of a post-dredging survey prepared by the Public Entity for dredging work completed under this Contract.

## **ARTICLE VI – Breach, Mitigation, and Remedies**

### **A. Penalties for Breach of Contract**

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his/her sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

### **B. Failure to Timely Commence or Complete the Project**

The Secretary, in his/her sole discretion, reserves the right to reduce, suspend, and cancel the Grant in the event that the Public Entity is not ready, willing, and able to expend the Grant Funds in furtherance of the Project as defined in Article III, or if Public Entity fails to secure all of the funds necessary to fully complete the design and construction of the Project. If the Secretary determines, in his/her sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

### **C. Completion of the Project After Termination**

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHED any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro-formas and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Director with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the Massachusetts Dredging Program.

## **ARTICLE VII – Notice**

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered by (i) hand, (ii) recognized overnight courier, (iii) electronic facsimile, or (iv) mailed, postage

prepaid, by registered or certified mail, return receipt requested, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHED:

Massachusetts Dredging Program  
Executive Office of Housing and Economic Development  
One Ashburton Place, Suite 2101  
Boston, MA 02108  
Fax: (617) 788-3605

To the Public Entity:

City of Gloucester  
Attn: Jill Cahill  
9 Dale Avenue  
Gloucester, MA 01930  
Fax: ( ) -

Pursuant to paragraph 5 of the Commonwealth Terms and Conditions, notices shall be deemed given (i) when delivered if delivered by hand; (ii) one (1) day after being deposited with an overnight courier if sent by overnight courier; (iii) upon receipt of electronic or telephonic confirmation if sent by fax; or (iv) three (3) days after being deposited with the U.S. Postal Service if sent by mail.

## ARTICLE VIII – Miscellaneous

### A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

### B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Director in the form provided by EOHED. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

### C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.
2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.
4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

# # # # #

# **Massachusetts Dredging Program**

## **ATTACHMENT B**

RFR Response / Grant Application / Permit Plans

44 pages including current page



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT

**Massachusetts Dredging Program**  
2019 GRANT APPLICATION

**Please Note:** Spell check is not available on this application due to the form's protected properties. Please review your responses for typos and spelling errors prior to submission. Applicants may wish to type answers in a separate Word document first, and copy and paste later.

**SECTION I. PROJECT SUMMARY**

1.1 Applicant Municipality (Public Entity): City of Gloucester

1.2 Applicant CEO Name and Title: Sefatia Romeo Theken, Mayor

1.3 Legal Address: 9 Dale Avenue

1.4 City: Gloucester      1.5 State: MA      1.6 Zip Code: 01930

1.7 Applicant Contact Name and Title: Thomas Ciarametaro, Gloucester Harbormaster

1.8 Contact Email: tciarametaro@gloucester-ma.gov

1.9 Contact Phone: 978-282-3013

1.10 Project Name: Annisquam River Dredging

1.11 Is this a joint application between two or more municipalities?

Yes       No

1.12 If yes, please list the additional municipalities participating in this application. In addition, please attach a statement of collaboration from each of these municipalities.

Click here to enter text.

1.13 Please choose the category that best matches the project's *principal goal*:

- Commercial Fishing/Boating
- Recreational Boating
- Public Safety
- Coastal Resiliency

1.14 Please indicate what other program goals, if any, are supported by the project: (Check all that apply.)

- Commercial Fishing/Boating
- Recreational Boating
- Public Safety
- Coastal Resiliency

1.15 Please provide a brief description of the project (150 words or less).

The City of Gloucester is requesting \$2,400,000 to assist in the maintenance dredging of the Gloucester Harbor and Annisquam River, Gloucester, Massachusetts. The location of work to be performed will be within the Congressionally-authorized Annisquam River Federal Navigation Project (FNP) area, located in Gloucester, Massachusetts. The proposed project would consist of dredging approximately 140,000 cubic yards (cy) of sand to remove shoals from the channel, and part of Lobster Cove anchorage, with placement of the dredged material at Ipswich Bay Nearshore Disposal Site and Gloucester Historic Disposal Site.

**SECTION II. HARBOR INFORMATION**

2.1 Harbor Name – Please provide the name of the harbor associated with the project:

Gloucester Harbor/Annisquam River

2.2 Does the project support a Designated Port Area (DPA)?

Yes       No

2.3 If yes, please provide the name of the DPA:

Gloucester Inner Harbor

2.4 Please provide current counts for the following facilities, infrastructure, and associated jobs. Information should be specific to the harbor named above. Applicants are expected to be as accurate as possible.

Type of Facility/Infrastructure	No. Publicly Owned	No. Privately Owned	Total (Public + Private)	No. of Jobs
Moorings (All)	29	1271	1300	N/A
Commercial-Use Moorings only				N/A
Transient/Visitor-Use Moorings only	29	11	40	N/A
Slips (All)	404		404	N/A
Commercial-Use Slips only	24	300	324	N/A
Transient/Visitor-Use Slips only		80	80	N/A
Landings/Wharfs	5		5	N/A
Piers				N/A
Boat Ramps	1		1	N/A
Marinas	1	7	8	
Boatyards		1	1	
Yacht Clubs		3	3	
Other:				
Other:				
Other:				

2.5 Please indicate which, if any, of the following land uses are present along the harbor's waterfront.

<b>Developed Waterfront Characteristic / Growth Strategy</b>	
Public beach	<input type="checkbox"/>
Park/Trail	<input checked="" type="checkbox"/>
Maritime center/museum or similar	<input checked="" type="checkbox"/>
Downtown center	<input type="checkbox"/>
Retail/Restaurant business area	<input type="checkbox"/>
Mixed-use zoning	<input checked="" type="checkbox"/>
Commercial zoning by-right	<input type="checkbox"/>

**SECTION III. PROJECT DESCRIPTION**

3.1 Please provide the following details for the project: (Type "N/A" if not applicable.)

Dredging Method (hydraulic, mechanical, etc.)	Hydraulic/Mechanical
Anticipated Dredge Volume (cubic yards)	140,000 CY
Anticipated Dredge Footprint (square feet)	+/- 20 acres per USACE statement
Anticipated Beach Nourishment Footprint (square feet)	N/A
Authorized Depth (MLW)	8' MLLW
Dredge Depth to be Achieved by Project (MLW)	8' MLLW
Over Dredge Depth (MLW)	9' MLLW

3.2 Has the Public Entity received a dredging grant from the Commonwealth in the last five fiscal years, including the current fiscal year?

- Yes       No

3.3 Project Site – Please briefly describe the area(s) to be dredged and the disposal/nourishment area(s) to be used.

The proposed project would consist of dredging approximately 140,000 cubic yards of sand to remove shoals from the channel, and part of Lobster Cove anchorage, with placement of the dredged material at Ipswich Bay Nearshore Disposal Site (IBNDS) and Gloucester Historic Disposal Site (GHDS).

3.4 Has the Project Site been dredged in the last five years, including the current fiscal year?

- Yes       No

3.5 Please describe when the Project Site was last dredged and how the work was financed. This question is **required** for all applicants, regardless of when the Project Site was last dredged.

The FNP within the Annisquam River was authorized by the River and Harbor Act of August 30, 1935. It has only received spot dredging since 1963. In 1972, ACOE dredged approximately 65,000 CY of material from the channel and disposed of sediment at IBDS and at a site south of Eastern Point Light, outside of Gloucester Harbor at the Gloucester Historic Dumpsite (GHDS). The Annisquam River was partially dredged again in 1976, when approximately 2,700 CY of fine sand and silt were removed and placed at the Ipswich Bay Disposal Site (IDBS). In 2007, the Massachusetts Department of Conservation and Recreation dredged 10,000 CY of sand from the entrance channel of the Annisquam River FNP and placed material at a nearshore site in IBDS.

Last year, a \$5.7 million federal grant was awarded/earmarked to pay for dredging the shallowest spots in the channel along the Blynman Canal and the Annisquam River to restore them to fully navigable channels for recreational and commercial vessels, as well as those that provide maritime safety services.

3.6 Please indicate the allowable dredging/construction period for the project.

Due to environmental restrictions, and the relatively short construction window, the Government has anticipated that the project will require two dredge seasons to complete all dredging and disposal work. The 1st Dredge Season will be from October 1, 2019 to January 31, 2020. The second dredge season will be from October 1, 2020 to January 31, 2021. No work shall occur between February 1, and September 30, inclusive of any year. Additionally, the Gloucester Historic Disposal site will only be open for disposal activities from December 1 to January 31, inclusive of any year.

3.7 Will dredging occur entirely within public tidelands?

Yes       No

3.8 If no, please describe the ownership situation and how the Public Entity will obtain rights to complete the project in the upcoming dredging/construction season?

N/A

3.9 Project Need, Scope, and Benefits – Please describe the need for the project, the scope of work to be completed, and the benefits to be generated. Please include in this description the extent to which shoaling has reduced the available depth (MLW) in the Project Site.

The project consists of dredging approximately 140,000 cubic yards of sand to remove shoals from the channel, and part of Lobster Cove anchorage, with placement of the dredged material at Ipswich Bay Nearshore Disposal Site (IBNDS) and Gloucester Historic Disposal Site (GHDS). The Annisquam River, which is 4.5 miles long, has an average width of about 150 yards and the USACE has authorized a water depth of 8 feet at the mean low tide. But now, because of the natural accumulation of silt and debris, there are spots within the channel that are unnavigable, with reduced water depths to as little as 1 foot at low tide.

As a result, portions of the federally-managed river have been rendered impassable to large rescue craft, such as the Coast Guard's 47-foot lifesaving vessels. That has left the city's smaller rescue and response vessels from the Harbormaster office and police and fire departments as default first responders for marine calamities occurring north of the Blynman Bridge.

Conditions are growing increasingly more hazardous, especially in low tides. In 2019 there have been dozens of reported incidents in that waterway. Boats are routinely running aground and accidents regularly occur from those trying to navigate the narrow channels. When this happens there is further congestion delaying critical incident response times.

Dredging the river will have a positive impact on commercial and recreational activities critical to Gloucester's economic development efforts. Current conditions are causing serious economic injury to the commercial fishing industry because of the safety of navigating the channel and/or circumnavigating Cape Ann to get to Ipswich Bay.

3.10 In the table below, please indicate if the project meets or exceeds any of the thresholds for MEPA review set forth in 301 CMR 11.03. In addition, please indicate if an ENF and/or EIR is required.

MEPA Threshold		ENF Required?	EIR Required?
<input checked="" type="checkbox"/>	Land	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	State-listed endangered or threatened species or species of special concern	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Wetlands, waterways, and tidelands	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Wastewater	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Energy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Air	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Solid and hazardous waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Historical and archaeological resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Areas of critical environmental concern (ACEC)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.11 Have all required ENFs and/or EIRs been filed for the project?

Yes       No       N/A

3.12 In the table below, please indicate which permits are required for the project, whether these permits have been secured, and if not secured, when the Public Entity expects to secure them. –

	Required Permit	Secured?	Filing Date (Actual or Anticipated)	Issue Date (Actual or Anticipated)
<input checked="" type="checkbox"/>	Local Order of Conditions	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	MEPA – EEA Secretary’s Certificate	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	DEP Superseding Order of Conditions	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	DEP Chapter 91 Waterways	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	DEP 401 Water Quality Certification	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	DEP Water Management Act	<input checked="" type="checkbox"/>		

<input type="checkbox"/>	Board of Underwater Archaeological Resources Review	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	CZM Federal Consistency Review	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	Army Corps of Engineers Section 10 / 404	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	Other:	<input type="checkbox"/>		
<input type="checkbox"/>	Other:	<input type="checkbox"/>		
<input type="checkbox"/>	Other:	<input type="checkbox"/>		

3.13 Please attach all issued permits from 3.12 above. Please include all plans or drawings associated with these permits.

See attached

3.14 Please provide an anticipated project schedule/timeline.

Milestone	Start Date	End Date
Design/Engineering	Complete	Complete
Permitting	Complete	Complete
Bidding/Contracting	Complete	Complete
Start Dredging	October 1, 2019	
25% Dredged	N/A	November 15, 2019
50% Dredged	N/A	January 31, 2020
75% Dredged	N/A	November 15, 2020
Dredging Complete	N/A	January 31, 2021
Post-Dredge Survey		

**SECTION IV. BUDGET AND FUNDING SOURCES**

4.1 Please provide a breakdown of the project budget. Please note the following:

- The total grant request cannot exceed 50% of the total project budget.
- All match funds must originate from non-state sources.
- Match funds cannot include pre-construction costs incurred *prior* to the last three fiscal years, including the current fiscal year.
- If awarded a grant, the Public Entity will be required to provide proof that all match funds have been secured and/or spent.

<b>Spending Category</b>	<b>Grant Request</b>	<b>Match Funds</b>	<b>Budget = Grant Request + Match Funds</b>	<b>Source of Match Funds Specify Municipal, Federal, and/or Private.</b>	<b>Date Secured Use Actual or Anticipated.</b>
<i>Surveying/Testing</i>	N/A				
<i>Design/Engineering</i>	N/A				
<i>Permitting</i>	N/A				
<b>Bidding/Contracting</b>					
<b>Mobilization</b>					
<b>Dredging</b>	2,500,000	5,700,000	5,700,000	Federal	2019
<b>Material Management</b>					
<b>Construction Admin.</b>					
<b>Other:</b>					
<b>Other:</b>					
<b>Other:</b>					
<b>TOTALS</b>	2,500,000	5,700,000	8,100,000		

*Please see attached bid documents for complete budget details.*

4.2 All grants require a non-state match equal at least 50% of the total project budget. Is this match currently secured?  
 Yes       No

4.3 Briefly describe the source(s) of the non-state match. Please indicate who appropriated, awarded, or donated these funds and when. If the match is not yet secured, please describe the anticipated source(s) of the funds and the anticipated timeframe for securing them.

Congressman Seth Moulton, Senator Ed Markey and Senator Elizabeth Warren successfully lobbies to include funding for the Gloucester Harbor and Annisquam River dredging projects in the Army Corps' 2018 Work Plan in June of 2019. That funding was the direct result of years of collaboration between Federal, state, and local officials. Last year, a \$5.7 million Federal grant was awarded/earmarked to pay for dredging the shallowest areas in the channel along the Blynman Canal and the Annisquam River to restore them to fully navigable channels for recreational and commercial vessels, as well as those vessels which provide critical maritime safety services.

**SECTION V. SUPPORTING THE BLUE ECONOMY**

**COMMERCIAL FISHING/BOATING**

5.1 Does the harbor support commercial fishing? (Do *not* include aquaculture in this questions.)

Yes       No

5.2 If yes, please describe the harbor’s commercial fishing operations. If available, please provide landing information (species, pounds, value, etc.).

Gloucester Harbor supports over 200 commercial fishing vessels for a variety of different species. In 2013, Gloucester ranked 21 in the Country in fish landings, bringing in 62 million pounds of fish, worth an estimated \$42 million. The most important species for Gloucester are lobster, cod, atlantic herring, pollack, sea scallops, monkfish, white hake, haddock, Rose fish and Bluefin tuna.

5.3 Does the harbor support aquaculture?

Yes       No

5.4 If yes, please describe the harbor’s aquaculture operations. If available, please provide acreage and landing information (species, pieces, value, etc.).

Click here to enter text.

5.5 Does the harbor support commercial boating (charter boats, shipping vessels, cruise boats, etc.)?

Yes       No

5.6 If yes, please describe the harbor’s existing commercial boating activities.

Gloucester Harbor is home to a variety of commercial boating activities including cruise ships, dinner boats, tour boats, charter fishing, and whale watching vessels.

5.7 Please provide current vessel counts, draft ranges, and job estimates for the following types of commercial vessels operating in the harbor. Information should be specific to the project harbor only. Applicants are expected to be as accurate as possible.

Type of Commercial Vessel	No. Operating in Harbor	Draft Range (ft.)	No. of Jobs
Commercial Fishing Boats ( <i>excluding</i> charter/head boats)	200	3-8	350
For-Hire Fishing Boats (charter boats, head boats, etc.)	75	2-6	100
Tour Boats (harbor cruises, whale watches, etc.)	5	2-16	100
Ferries			
Other:			

Other:			
Other:			

5.8 Will the project improve conditions and/or enhance opportunities for commercial fishing/boating?

Yes       No

5.9 If yes, please explain. Applicants should consider the barriers currently facing commercial fishing/boating in the harbor and how these barriers will be mitigated or removed as a result of the project.

Commercial boats cannot currently pass through this waterway due to existing riverbed conditions. The waterway at present has a MLW draft of less than two (2) feet in some areas. This is not only creating a safety hazard for boaters and safety officials, but it is also an impediment to the City's local economy.

## RECREATIONAL BOATING

5.10 Does the project support access to a state boat ramp?

Yes  No

5.11 Does the project support access to a municipal boat ramp?

Yes  No

5.12 If "yes" was answered for either 5.10 or 5.11 above, please describe the number of public parking spaces available at the ramp(s). In addition, please specify what number of these spaces currently accommodate boat trailer parking. *Please Note: In this context, public parking is defined as parking for the general public, whether free of charge or by permit/pay-for-use. Do NOT count parking spaces reserved for residents only.*

This project will improve access to, and safety of one of the busiest Public boat ramps in the Commonwealth. The facility houses over 100 parking spaces, and is open to the public on both weekends and holidays.

5.13 Will the project support an increase in the number of moorings or slips in the harbor?

Yes  No

5.14 If yes, please describe how many moorings and/or slips will be added and where. In addition, please indicate whether these new moorings and/or slips will be publicly or privately owned.

Following completion of the project, the City anticipates there to be approximately thirty (30) new or improved mooring locations. Said locations will consist of both private and public ownership.

5.15 Will the project support an increase in the number of *transient/visitor* moorings or slips in the harbor?

Yes  No

5.16 If yes, please describe how many of these moorings and/or slips will be added and where. In addition, please indicate whether these new moorings and/or slips will be publicly or privately owned.

Click here to enter text.

5.17 Will the project support the revitalization or sustainability of a downtown, community, or recreational waterfront in the harbor?

Yes  No

5.18 If yes, please explain. Please include a summary of existing businesses associated with the waterfront (shops, restaurants, hotels, etc.) as well as any public spaces (beaches, parks, trails, etc.).

Click here to enter text.

**PUBLIC SAFETY**

5.19 Has shoaling resulted in one or more boating incidents in the harbor?

- Yes       No

5.20 If yes, please explain the number, timing, and nature of any incidents. In addition, please explain how the project will prevent such incidents from occurring in the future.

We experience boating accidents and groundings in certain areas on a regular basis. Conditions are growing increasingly more hazardous, especially in low tides. In 2019 there have been dozens of reported incidents in that waterway. Boats are routinely running aground and accidents regularly occur from those trying to navigate the narrow channels. When this happens there is further congestion delaying critical incident response times. The volume of incidents is costly to the City, to the Harbormaster Office, and is a serious public safety concern that is difficult to mitigate. Due to the narrow channel markers and the lack of depth at MLW, navigating the waterway has become extremely unsafe and impassable during certain tide changes. Once the river is dredged, and the lateral limits of the channel are restored, navigation in the river will be much safer for mariners and the boating community alike.

5.21 If no incidents have occurred *but are likely to occur* given existing conditions, please use this space to explain the existing risks and how these risks will be addressed by the project. Skip this question if 5.20 is answered above.

Click here to enter text.

5.22 Will the project increase public safety responsiveness in the harbor?

- Yes       No

5.23 If yes, please explain. If available, please include examples of how shoaling in the harbor has prevented public safety officers from responding to boating incidents or other harbor-related incidents in a timely and effective manner.

Please see attached letter from the United States Coast Guard (USCG) Section in Boston regarding shoaling within the Annisquam River and public safety. The City's Harbormaster Office concurs with USGS.

5.24 Please provide current vessel counts and draft ranges for the following types of public safety vessels that commonly operate in the harbor. Information should be specific to the project harbor only. Applicants are expected to be as accurate as possible.

Type of Public Safety Vessel	No. Operating in Harbor	Draft Range (ft.)
Harbormaster Boats	4	2-7
Fire Boats	0	
Police Boats (if different from harbormaster boats)	1	5
MA Environmental Police Boats	1	5
U.S. Coast Guard Boats	4	3-9

Other:		
Other:		
Other:		

**COASTAL RESILIENCY**

5.25 Does the project include beach nourishment?

- Yes       No

5.26 If yes, please describe the benefits that this nourishment will provide.

Click here to enter text.

5.27 Will the project enhance wetland resources in the harbor?

- Yes       No

5.28 If yes, please explain.

Click here to enter text.

5.29 If applicable, please explain how the project will improve water quality and what benefits this improvement will have on the community's coastal resources.

5.30 Is the harbor included on the Massachusetts Department of Environmental Protection's 303(d) list of impaired water bodies?

- Yes       No

5.31 Has the Public Entity been designated an MVP community through the Commonwealth's Municipal Vulnerability Preparedness (MVP) Program?

- Yes       No

5.32 If yes, will the project advance a goal or objective identified in the Public Entity's MVP Plan?

- Yes       No

5.33 If yes, please explain.

**SECTION VI. PREPARING FOR SUCCESS**

6.1 Does the Public Entity have a 10-year comprehensive permit for dredging and dredged material disposal?

Yes       No

6.2 If yes, when does the permit expire?

Click here to enter text.

6.3 Does the Public Entity have any local or state-approved plan that identifies dredging as a goal or objective? Examples may include a coastal resources management plan, a waterfront revitalization plan, a dredging maintenance plan, or a Municipal Harbor Plan (HMP) or DPA Master Plan.

Yes       No

6.4 If yes, please provide both the plan name and a URL link to access the document.

<https://www.mass.gov/service-details/czm-port-and-harbor-planning-publications>

6.5 Will the project directly support an increase in either harbor-dependent jobs or commercial vessels operating in the harbor?

Yes       No

6.6 If yes, please attach supporting letters of commitment from private partners. Please use the table below to summarize the number of jobs or vessels to be added based on these letters.

Number of full-time jobs to be created:	
Number of part-time jobs to be created:	
Number of commercial vessels to be added:	

6.7 Will the project support “piggyback dredging” or subsequent dredging projects undertaken by private parties for commercial or recreational purposes?

Yes       No

6.8 If yes, please attach supporting letters of commitment from private partners.

6.9 Does the Public Entity have a municipal waterways fund that supports dredging activities?

Yes       No

6.10 If yes, please explain all sources of revenue for this fund (launch fees, mooring fees, boat excise tax revenue, annual appropriations, etc.).

Click here to enter text.

6.11 Please provide information regarding any additional municipal funds dedicated to harbor or waterway activities. Examples may include a harbor fund or enterprise fund. Type "N/A" if not applicable.

Waterways Enterprise Fund

6.12 Please provide totals from the previous two fiscal years (July 1 to June 30) related to the following types/sources of revenue. Totals should reflect revenue from all harbors and waterways within the municipality.

Type/Source of Revenue	FY17 Total <i>07/01/16 to 06/30/17</i>	FY18 Total <i>07/01/17 to 06/30/18</i>
Moorings	181,000	192,000
Slips	20,352	20,352
Launches	7,000	7,000
Boat Excise Tax	81,000	82,000
Waterways User Fee	NA	NA
10 A Float Fees	16,565	17,256
Boat Ramp Fees	19,100	29,000
Other:		

6.13 Please provide the Public Entity's current schedule of fees related to harbor and waterway activities. Applicants can either type the fee schedule below, provide a URL link for the fee schedule, or indicate "See attached" and submit the fee schedule as an attachment to this application.

<http://gloucester-ma.gov/DocumentCenter/View/3776>

6.14 Has the Public Entity increased any of its harbor/waterways fees in the last five fiscal years, including the current fiscal year?

- Yes
  No
  N/A

6.15 If yes, please briefly describe the increase(s).

Click here to enter text.

6.16 Please describe how the Public Entity, if awarded funding, will plan for future maintenance dredging. As part of your answer, please specify the life expectancy of the proposed project (i.e., when will the Project Site next require maintenance dredging).

Click here to enter text.

**SECTION VII. CERTIFICATION OF AUTHORIZATION**

7.1 Preparer Name and Title – Please provide the name and title of the person preparing and submitting this application:

Thomas Ciarametaro, City of Gloucester Harbormaster

7.2 Does the Public Entity require a vote of an executive body to authorize the submission of this application?

Yes       No

7.3 If yes, please attach a certified copy of this vote.

7.4 If no, is the Preparer authorized to submit this application on behalf of the Public Entity, either by virtue of an executive position (CEO, CFO, etc.) or as a designee of an executive officer?

Yes       No

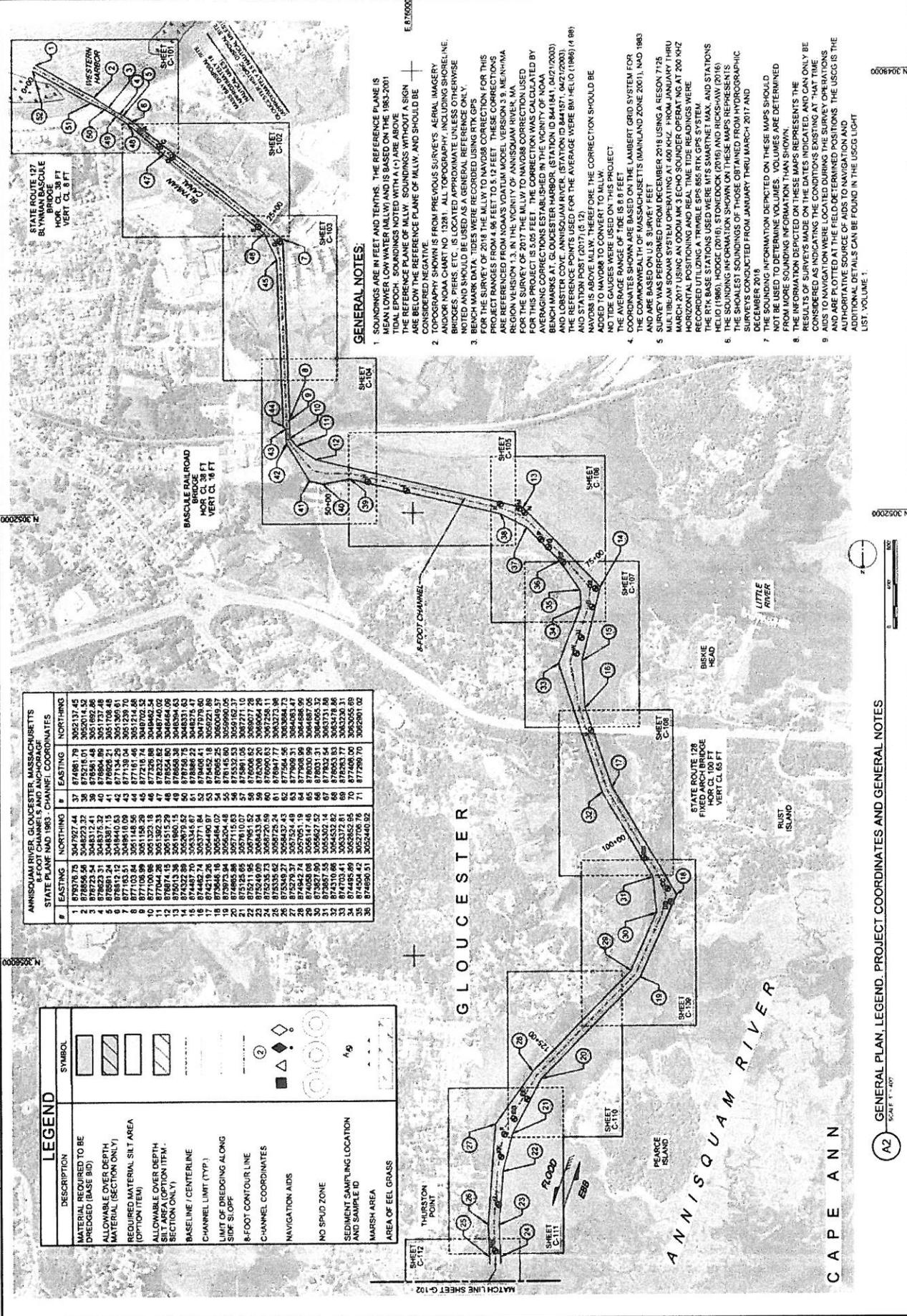
7.5 Certification:

By dating and submitting this application, the Preparer (see 7.1 above) certifies that he/she is duly authorized to submit this application on behalf of the Public Entity. He/she further acknowledges that the information provided herein will be relied upon by the Commonwealth to decide whether to award a capital grant and that the Commonwealth reserves the rights to take action against the Public Entity or any other beneficiary of such a grant if any of the information provided is inaccurate, misleading, or false.

The Preparer hereby certifies under the pains and penalties of perjury that the answers submitted in this application, and any attachments submitted in support thereof, are true, accurate, and complete.

**Date of Submission:** 08/20/2019

[No Signature Required]



DESCRIPTION	SYMBOL
MATERIAL REQUIRED TO BE DREDGED (BASE BID)	[Symbol]
ALLOWABLE OVER DEPTH MATERIAL (SECTION ONLY)	[Symbol]
REQUIRED MATERIAL SILT AREA (OPTION ITEM)	[Symbol]
ALLOWABLE OVER DEPTH SILT AREA (OPTION ITEM, SECTION ONLY)	[Symbol]
BASELINE / CENTERLINE	[Symbol]
CHANNEL LIMIT (TYP.)	[Symbol]
LIMIT OF DREDGING ALONG SIDE SLOPE	[Symbol]
8-FOOT CONTOUR LINE	[Symbol]
CHANNEL COORDINATES	[Symbol]
NAVIGATION AIDS	[Symbol]
NO SPUD ZONE	[Symbol]
SEDIMENT SAMPLING LOCATION AND SAMPLE ID	[Symbol]
MARSH AREA	[Symbol]
AREA OF EEL GRASS	[Symbol]

ANNISQUAM RIVER, GLOUCESTER, MASSACHUSETTS  
 8-FOOT CHANNELS AND ANCHORAGE  
 STATE PLAN MAP 1983 - CHANNEL COORDINATES

#	EASTING	NORTHING	#	EASTING	NORTHING
1	879370.75	3047927.44	37	874681.79	3052137.45
2	878856.58	3048273.32	38	873216.01	3052014.52
3	878225.54	3048312.41	39	871961.48	3051892.86
4	877591.24	3048397.15	40	870826.21	3051728.48
5	876940.63	3048440.63	41	870000.00	3051580.81
6	876285.12	3048440.63	42	869375.25	3051380.81
7	875625.34	3048440.63	43	868750.00	3051180.81
8	874965.56	3048440.63	44	868125.00	3050980.81
9	874305.78	3048440.63	45	867500.00	3050780.81
10	873645.99	3048440.63	46	866875.00	3050580.81
11	872986.21	3048440.63	47	866250.00	3050380.81
12	872326.42	3048440.63	48	865625.00	3050180.81
13	871666.64	3048440.63	49	865000.00	3049980.81
14	871006.85	3048440.63	50	864375.00	3049780.81
15	870347.07	3048440.63	51	863750.00	3049580.81
16	869687.28	3048440.63	52	863125.00	3049380.81
17	869027.50	3048440.63	53	862500.00	3049180.81
18	868367.71	3048440.63	54	861875.00	3048980.81
19	867707.93	3048440.63	55	861250.00	3048780.81
20	867048.14	3048440.63	56	860625.00	3048580.81
21	866388.35	3048440.63	57	860000.00	3048380.81
22	865728.57	3048440.63	58	859375.00	3048180.81
23	865068.78	3048440.63	59	858750.00	3047980.81
24	864409.00	3048440.63	60	858125.00	3047780.81
25	863749.21	3048440.63	61	857500.00	3047580.81
26	863089.43	3048440.63	62	856875.00	3047380.81
27	862429.64	3048440.63	63	856250.00	3047180.81
28	861769.86	3048440.63	64	855625.00	3046980.81
29	861110.07	3048440.63	65	855000.00	3046780.81
30	860450.29	3048440.63	66	854375.00	3046580.81
31	859790.50	3048440.63	67	853750.00	3046380.81
32	859130.72	3048440.63	68	853125.00	3046180.81
33	858470.93	3048440.63	69	852500.00	3045980.81
34	857811.15	3048440.63	70	851875.00	3045780.81
35	857151.36	3048440.63	71	851250.00	3045580.81
36	856491.58	3048440.63	72	850625.00	3045380.81
37	855831.79	3048440.63	73	850000.00	3045180.81
38	855172.01	3048440.63	74	849375.00	3044980.81
39	854512.22	3048440.63	75	848750.00	3044780.81
40	853852.44	3048440.63	76	848125.00	3044580.81
41	853192.65	3048440.63	77	847500.00	3044380.81
42	852532.87	3048440.63	78	846875.00	3044180.81
43	851873.08	3048440.63	79	846250.00	3043980.81
44	851213.30	3048440.63	80	845625.00	3043780.81
45	850553.51	3048440.63	81	845000.00	3043580.81
46	849893.73	3048440.63	82	844375.00	3043380.81
47	849233.94	3048440.63	83	843750.00	3043180.81
48	848574.16	3048440.63	84	843125.00	3042980.81
49	847914.37	3048440.63	85	842500.00	3042780.81
50	847254.59	3048440.63	86	841875.00	3042580.81
51	846594.80	3048440.63	87	841250.00	3042380.81
52	845935.02	3048440.63	88	840625.00	3042180.81
53	845275.23	3048440.63	89	840000.00	3041980.81
54	844615.45	3048440.63	90	839375.00	3041780.81
55	843955.66	3048440.63	91	838750.00	3041580.81
56	843295.88	3048440.63	92	838125.00	3041380.81
57	842636.09	3048440.63	93	837500.00	3041180.81
58	841976.31	3048440.63	94	836875.00	3040980.81
59	841316.52	3048440.63	95	836250.00	3040780.81
60	840656.74	3048440.63	96	835625.00	3040580.81
61	840000.00	3048440.63	97	835000.00	3040380.81
62	839340.21	3048440.63	98	834375.00	3040180.81
63	838680.43	3048440.63	99	833750.00	3039980.81
64	838020.64	3048440.63	100	833125.00	3039780.81

GENERAL PLAN, LEGEND, PROJECT COORDINATES AND GENERAL NOTES  
 SCALE: 1" = 80'







MARK	DESCRIPTION	DATE

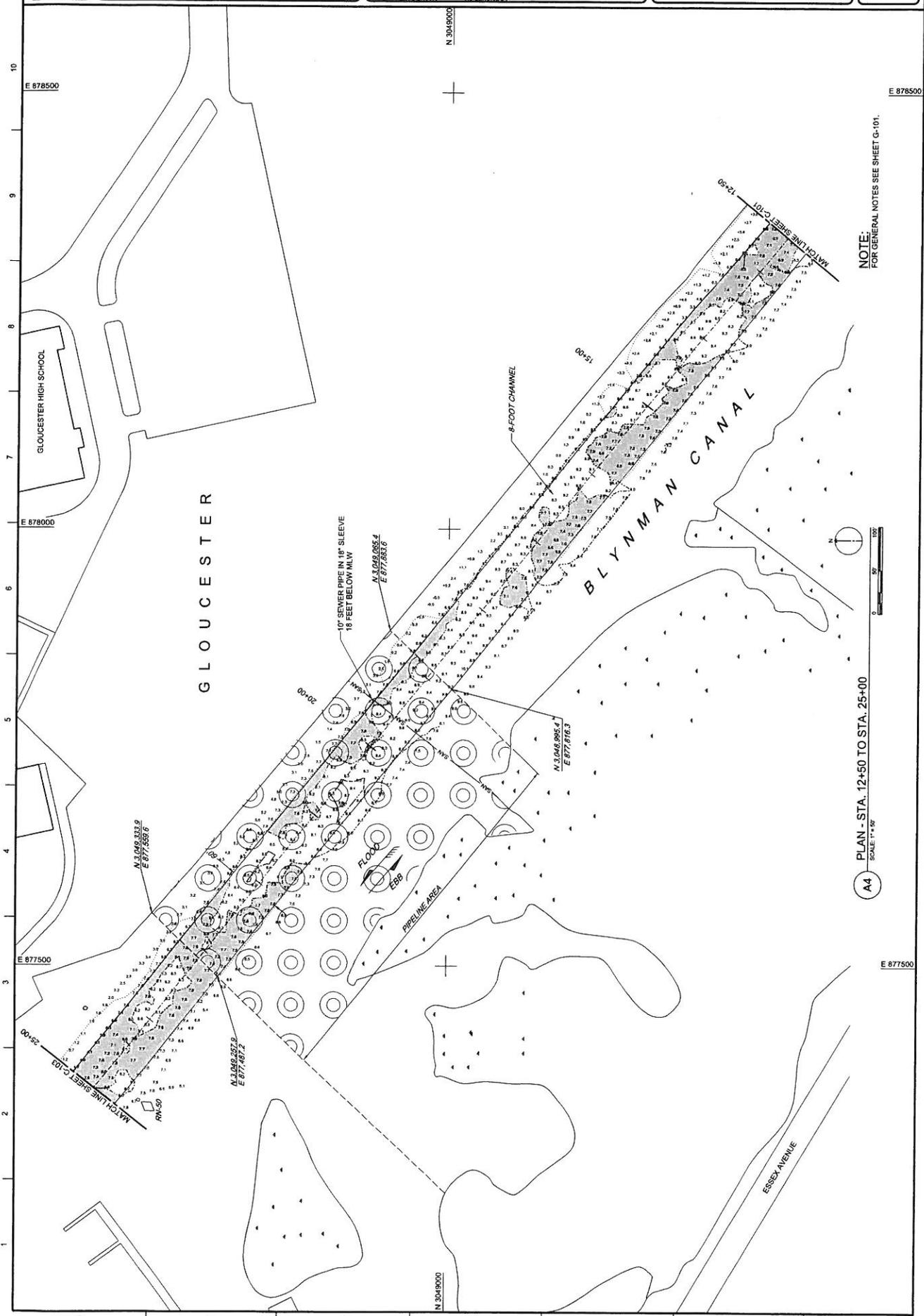
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DRAWN BY: M. WALKER	CONTRACT NO.:
CHECKED BY: 	PROJECT NO.:
SUBMITTED BY: 	DATE:
SCALE: AS SHOWN	SHEET 5 OF 28
PROJECT NO.:	

U.S. ARMY CORPS OF ENGINEERS  
NEW BRUNSWICK DISTRICT  
CONCORD, MA 01742-2751

ANNASQUAM RIVER  
GLOUCESTER, MASSACHUSETTS  
MANUFACTURE EMBODING

PLAN - STA. 12+50 TO STA. 25+00

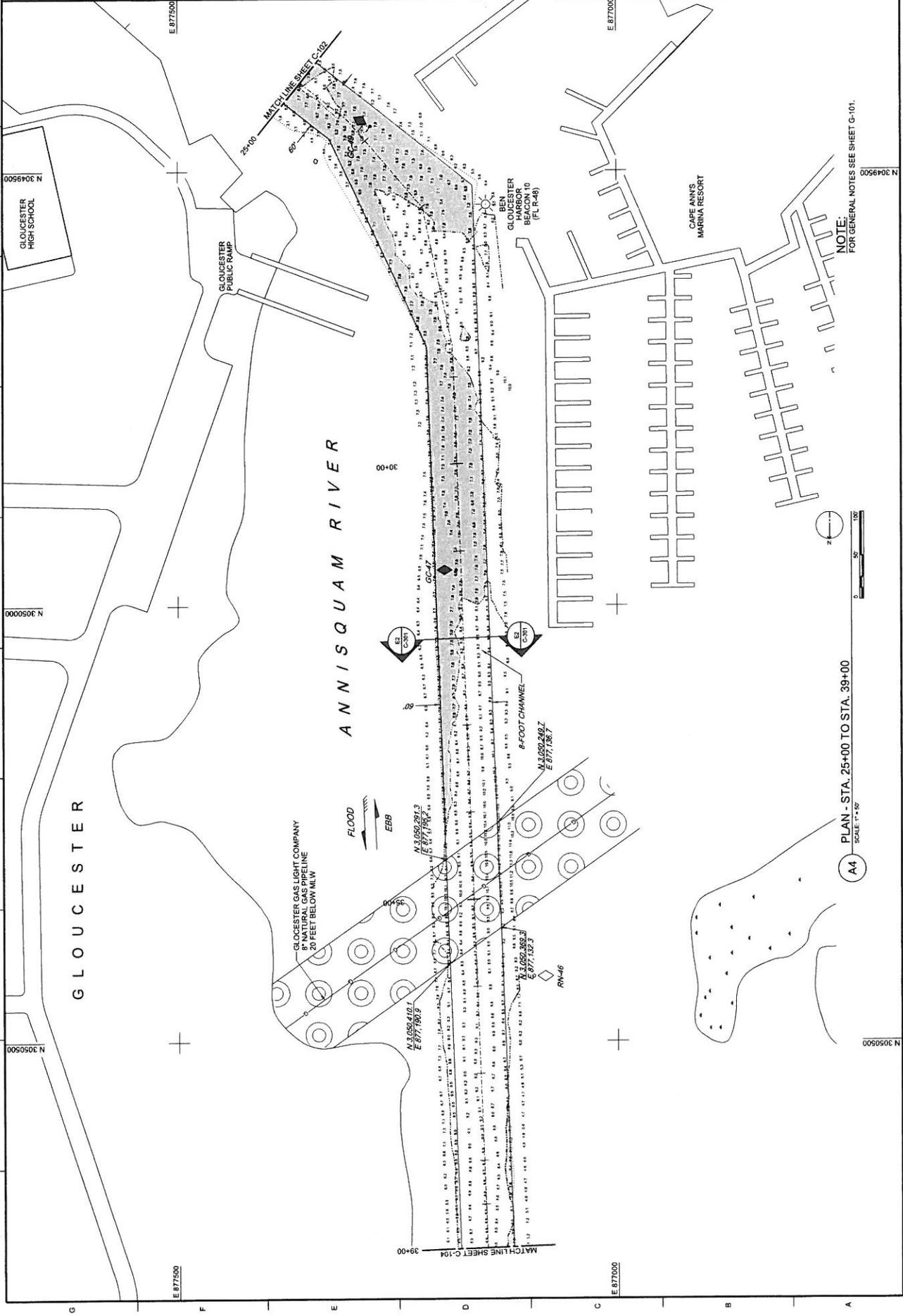
SHEET ID  
**C-102**



NOTE:  
FOR GENERAL NOTES SEE SHEET G-101.

A4 PLAN - STA. 12+50 TO STA. 25+00  
SCALE: 1"=50'

 U.S. Army Corps of Engineers ANNISQUAM RIVER MAINTENANCE BRIDGE	PLAN - STA. 25+00 TO STA. 39+00
	SHEET ID <b>C-103</b>
DESIGNED BY: L. THORNTON DRAWING NO.: 2018 077 SHEET # OF 28	U.S. ARMY CORPS OF ENGINEERS CONCORD, MA 01742-7151 NEW ENGLAND DISTRICT 898 VIRGINIA ROAD GLOUCESTER, MASSACHUSETTS
CHECKED BY: L. THORNTON CONTRACT NO.: 697119801R	ISSUE DATE: MAY 2018 SOLUTION NO.: 697119801R
MARK DESCRIPTION DATE	MATCH LINE SHEET C-104 39+00



NOTE:  
FOR GENERAL NOTES SEE SHEET G-101.

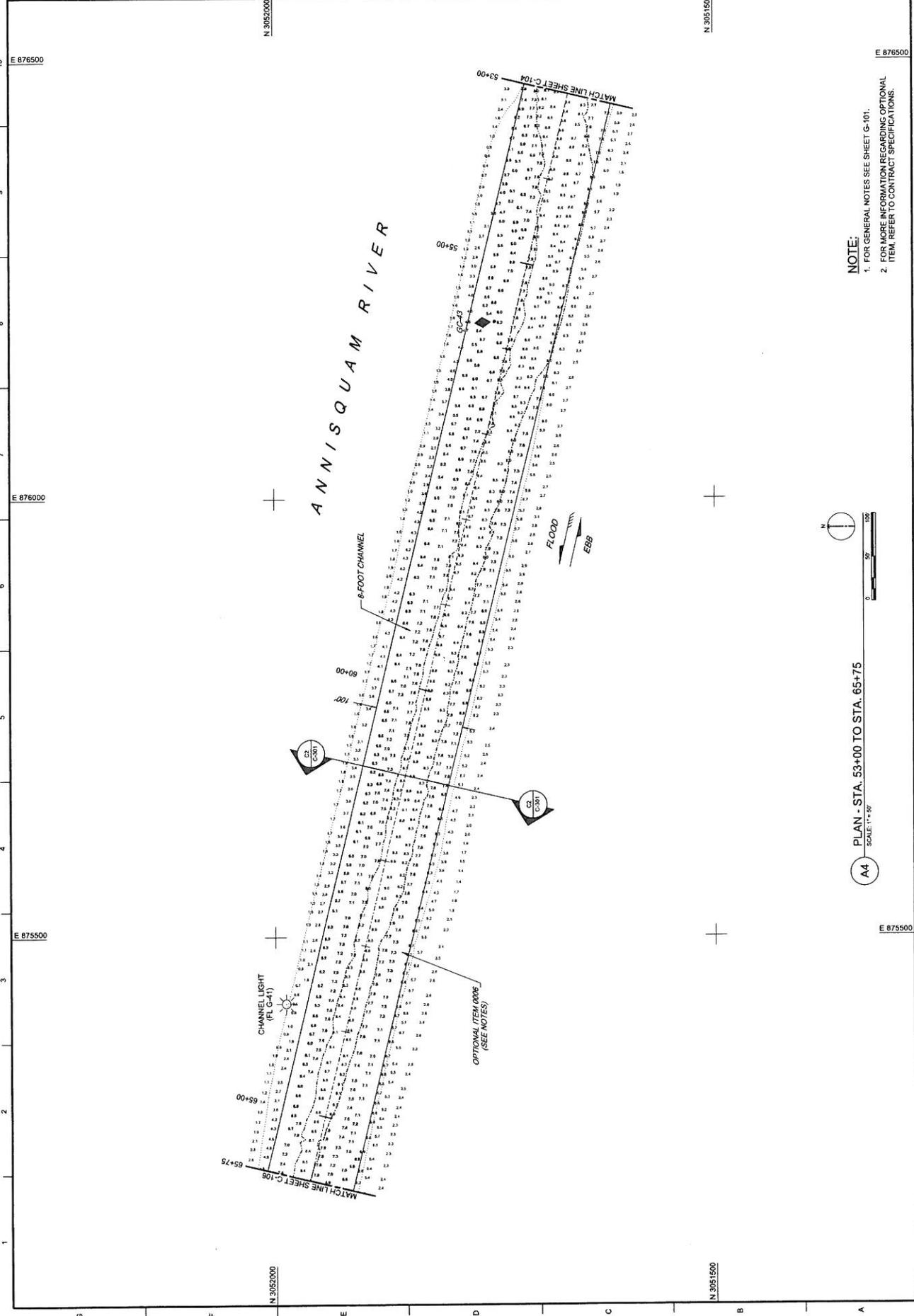
A4 PLAN - STA. 25+00 TO STA. 39+00  
SCALE: 1"=50'

E 877500 E 877000  
 GLOUCESTER  
 ANNISQUAM RIVER  
 GLOUCESTER PUBLIC RAMP  
 GLOUCESTER GAS LIGHT COMPANY  
 NATURAL GAS PIPELINE  
 20 FEET BELOW MLV  
 BEN GLOUCESTER  
 BEACON 10  
 (FL R-48)  
 CAPE ANN'S  
 MARINA RESORT  
 MATCH LINE SHEET C-104  
 39+00  
 25+00  
 MATCH LINE SHEET C-103



 U.S. Army Corps of Engineers of Engineers	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>MARK</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	MARK	DESCRIPTION	DATE													<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>DESIGNED BY: L. JACOBS</td> <td>ISSUE DATE: 08/15/2018</td> </tr> <tr> <td>DRAWN BY: M. WALKER</td> <td>SCALE: 1" = 20'</td> </tr> <tr> <td>CHECKED BY: L. THORPEAU</td> <td>DATE: 08/15/2018</td> </tr> <tr> <td>SUBMITTED BY: ANN SP 2018 077</td> <td>SHEET # OF 26</td> </tr> <tr> <td colspan="2" style="text-align: center;">           U.S. ARMY CORPS OF ENGINEERS            CONCORD, MA 01742-7151            NEW ENGLAND DISTRICT            BRANNAN ROAD            MAINTENANCE REGION         </td> </tr> </table>	DESIGNED BY: L. JACOBS	ISSUE DATE: 08/15/2018	DRAWN BY: M. WALKER	SCALE: 1" = 20'	CHECKED BY: L. THORPEAU	DATE: 08/15/2018	SUBMITTED BY: ANN SP 2018 077	SHEET # OF 26	U.S. ARMY CORPS OF ENGINEERS CONCORD, MA 01742-7151 NEW ENGLAND DISTRICT BRANNAN ROAD MAINTENANCE REGION		PLAN - STA. 53+00 TO STA. 65+75 ANNISQUAM RIVER MAINTENANCE REGION
MARK	DESCRIPTION	DATE																										
DESIGNED BY: L. JACOBS	ISSUE DATE: 08/15/2018																											
DRAWN BY: M. WALKER	SCALE: 1" = 20'																											
CHECKED BY: L. THORPEAU	DATE: 08/15/2018																											
SUBMITTED BY: ANN SP 2018 077	SHEET # OF 26																											
U.S. ARMY CORPS OF ENGINEERS CONCORD, MA 01742-7151 NEW ENGLAND DISTRICT BRANNAN ROAD MAINTENANCE REGION																												

SHEET ID  
**C-105**



**NOTE:**  
 1. FOR GENERAL NOTES SEE SHEET G-101.  
 2. FOR MORE INFORMATION REGARDING OPTIONAL ITEM, REFER TO CONTRACT SPECIFICATIONS.

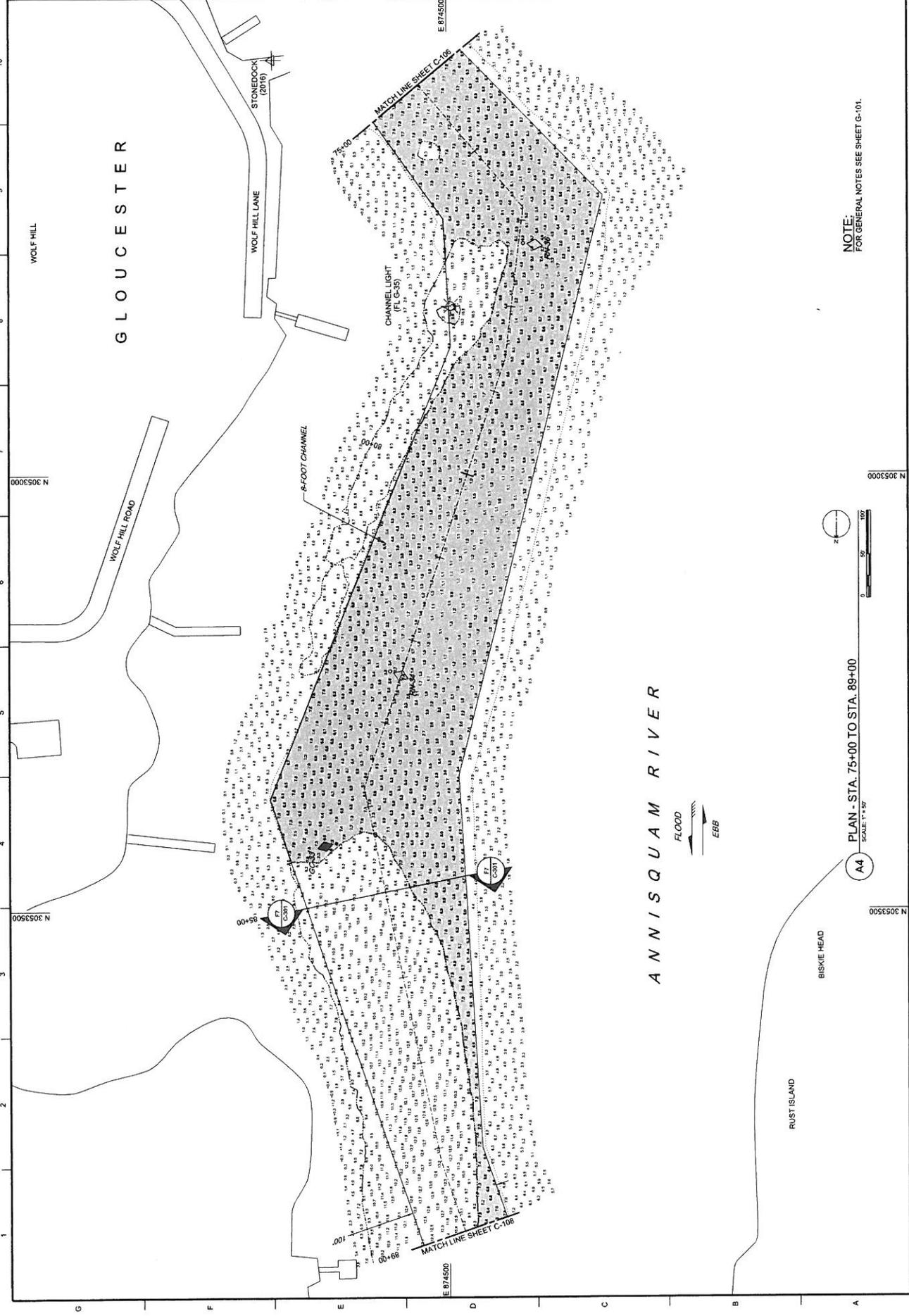
A4 PLAN - STA. 53+00 TO STA. 65+75  
 SCALE 1" = 20'

E 875500      E 876000      E 876500      E 875500

N 3052000      N 3051500

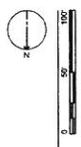


 US Army Corps of Engineers of Engineers	MARK	DESCRIPTION	DATE
ISSUED BY: J. LACROIX DRAWN BY: M. WILSON CHECKED BY: M. WILSON CONTRACT NO.: W15-CE-0001 SOLUTION NO.: DRAWING CODE:	SHEET 10 OF 26 ANN SP 2019 077 L. THIBODEAU DRAWING CODE:	U.S. ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT 698 VIRGINIA ROAD CONCORD, MA 01742-7151	ANNISQUAM RIVER GLOUCESTER, MASSACHUSETTS MAINTENANCE DREDGING PLAN - STA. 75+00 TO STA. 89+00
SHEET ID <b>C-107</b>			NOTE: FOR GENERAL NOTES SEE SHEET G-101.



NOTE:  
FOR GENERAL NOTES SEE SHEET G-101.

A4 PLAN - STA. 75+00 TO STA. 89+00  
SCALE 1" = 50'

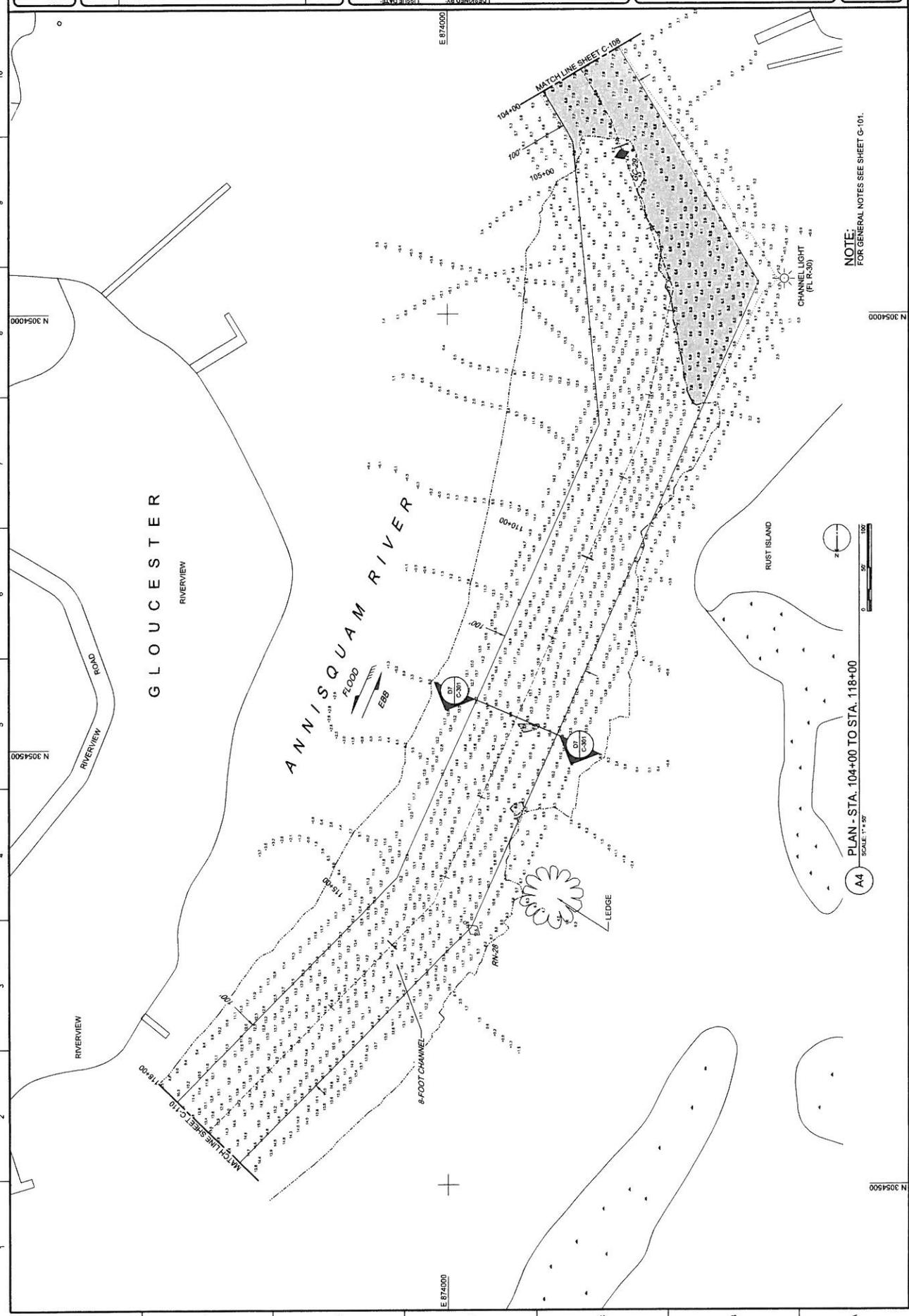




 US Army Corps of Engineers of Engineers	MARK	DESCRIPTION	DATE
DESIGNED BY: L. JACOBSON DRAWN BY: W. WALKER CHECKED BY: M. WALKER CONTRACT NO.: W91118-01-1-0014 SOLICITATION NO.: 98-00000000000000 DRAWING NO.: 888-00000000000000 CONCORD, MA 01742-7151 NEW ENGLAND DISTRICT U.S. ARMY CORPS OF ENGINEERS	SHEET: 11 SCALE: 1"=200' L. THIBODEAU ANN 5P 918 07Z DRAWING CODE: 302	SHEET 12 OF 26	PLAN - STA. 104+00 TO STA. 118+00 ANNISQUAM RIVER GLOUCESTER, MASSACHUSETTS MAINTENANCE DREDGING

NOTE:  
FOR GENERAL NOTES SEE SHEET C-101.

A4 PLAN - STA. 104+00 TO STA. 118+00  
SCALE 1"=200'



E 874000  
 N 3054500  
 E 874000  
 N 3054500



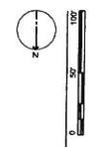
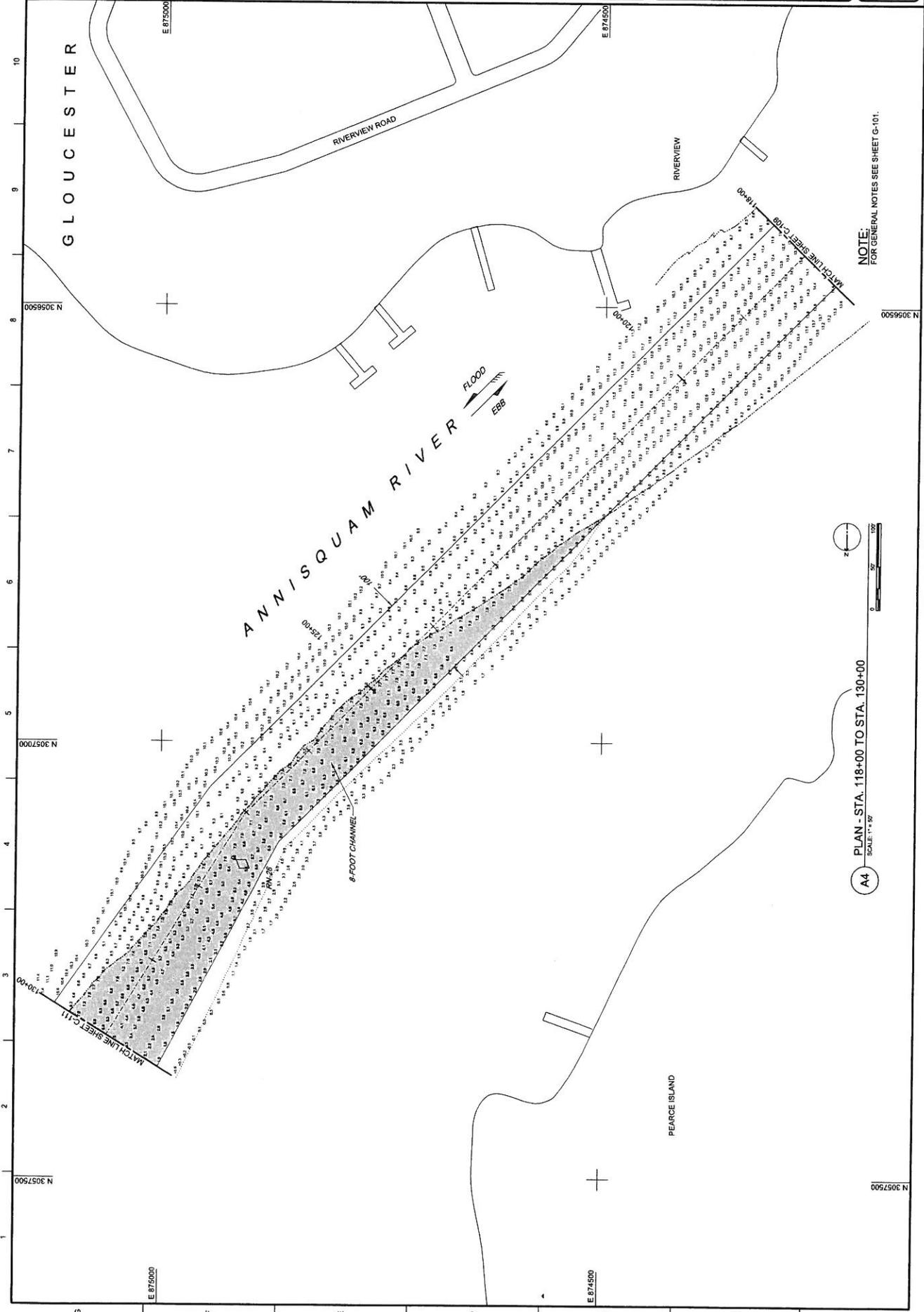
MARK	DESCRIPTION	DATE

DESIGNED BY: L. JACOBS	DATE: MAY 2013
DRAWN BY: WALKER	SCALE: AS SHOWN
CHECKED BY: WALKER	CONTRACT NO.:
PROJECT NO.:	PROJECT NAME:
SUBMITTED BY: L. THORNTON	
DRAWING CODE: SHEET 13 OF 26	
ANSI 111	

U.S. ARMY CORPS OF ENGINEERS  
NEW ENGLAND DISTRICT  
CONCORD, MA 01742-7151  
888 WINSLOW ROAD

ANNISQUAM RIVER  
GLOUCESTER, MASSACHUSETTS  
MAINTENANCE PROPOSAL  
PLAN - STA. 118+00 TO STA. 130+00

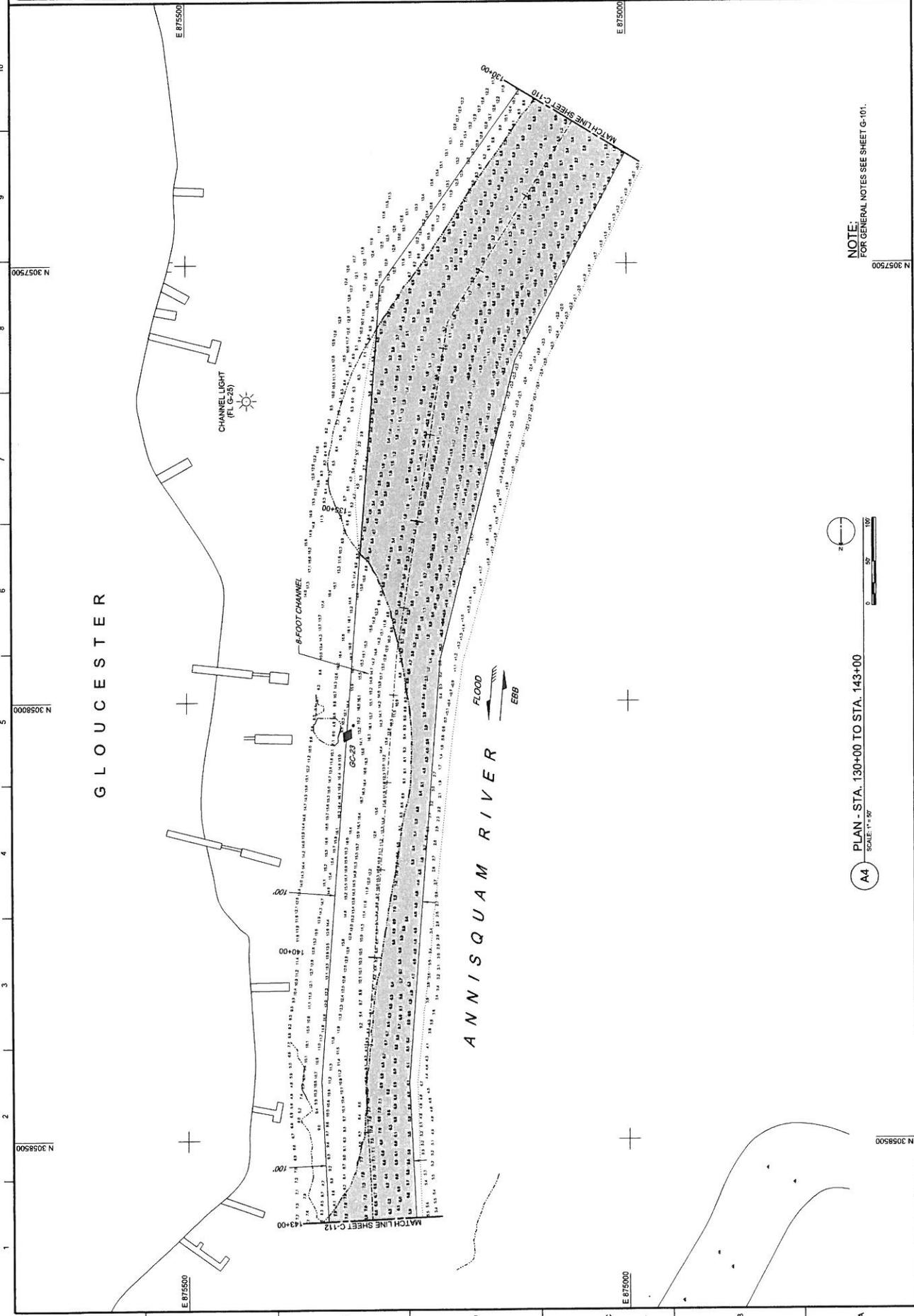
SHEET ID  
C-110



A4 PLAN - STA. 118+00 TO STA. 130+00  
SCALE: 1"=50'

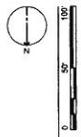
NOTE:  
FOR GENERAL NOTES SEE SHEET G-101.

 US Army Corps of Engineers Gloucester, Massachusetts	MAP: _____ DESCRIPTION: _____ DATE: _____	SHEET 14 OF 28 DRAWING NO.: _____ CONTRACT NO.: _____ PROJECT NO.: _____ DATE: _____	DESIGNER BY: _____ CHECKED BY: _____ DRAWN BY: _____ MAINTENANCE: _____ CONCORD, MA 01742-751	PLAN - STA. 130+00 TO STA. 143+00 MAINTENANCE BREEDING GLOUCESTER, MASSACHUSETTS ANNISQUAM RIVER	SHEET ID <b>C-111</b>
	U.S. ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT 888 VINCIGRAM ROAD CONCORD, MA 01742-751			SHEET NO.: _____ SCALE: _____ L. THORNTON ANN SP 2018 077	ANNISQUAM RIVER MAINTENANCE BREEDING GLOUCESTER, MASSACHUSETTS CONCORD, MA 01742-751



NOTE:  
FOR GENERAL NOTES SEE SHEET G-101.

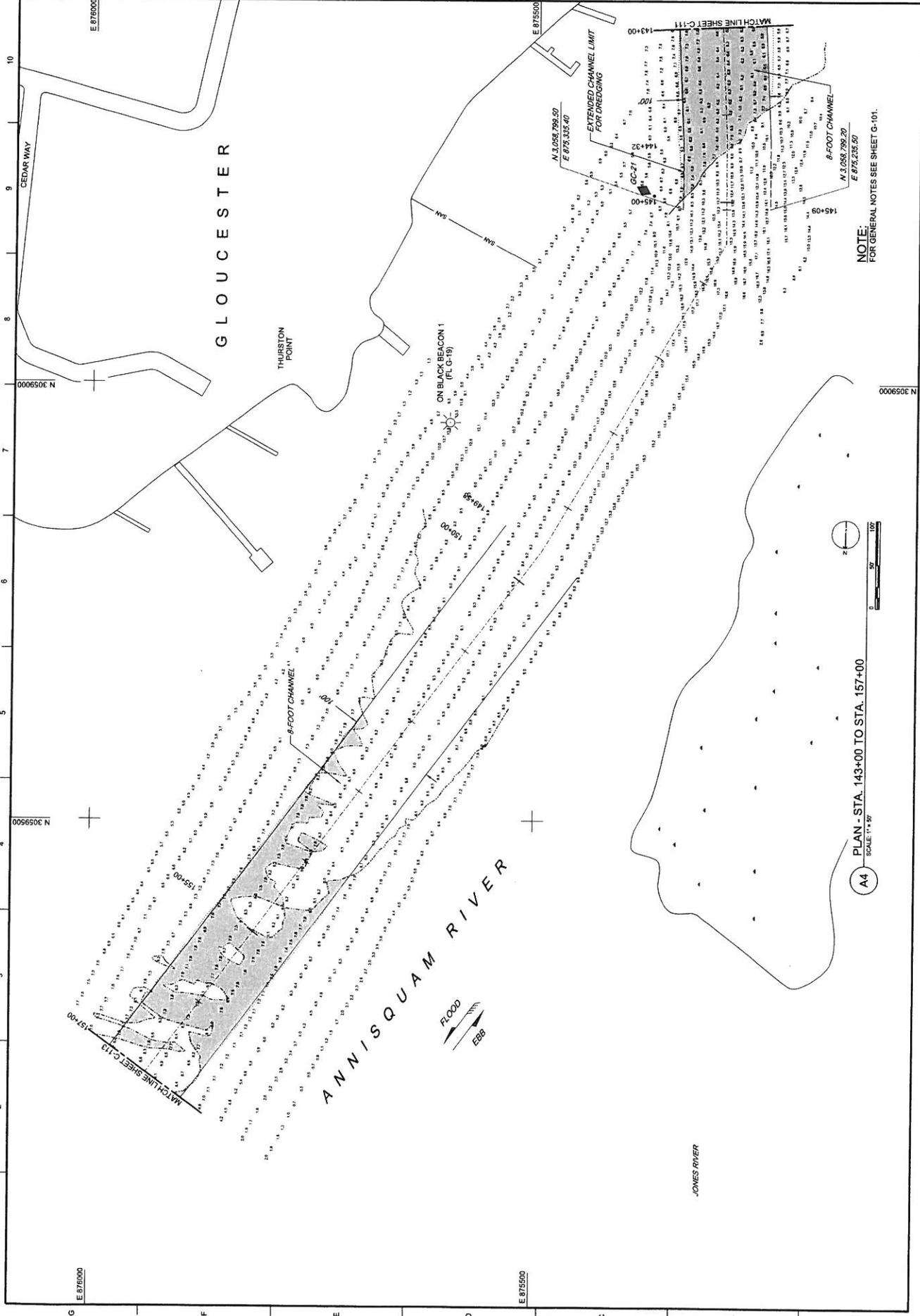
A4 PLAN - STA. 130+00 TO STA. 143+00  
SCALE 1" = 50'



 US Army Corps of Engineers of Engineers	DATE	MARK	DESCRIPTION	ISSUE DATE	DESIGNED BY	L. JACOBS	DATE	MAY 2019
					CHECKED BY	W. WALKER		
					DRAWN BY	S. GONZALES		
					CONTRACT NO.	157A17180014		
					PROJECT LOCATION	888 VIRGINIA ROAD		
					CONTRACTOR	NEW ENGLAND DISTRICT		
					SCALE	AS SHOWN		
					SHEET	13 OF 28		
					DRAWING CODE	MMR SP 2019 077		
					APPROVED BY	L. THORNTON		
					DATE	NOV 14 2018		

ANISQUAM RIVER  
 MAINTENANCE DREDGING  
 PLAN - STA. 143+00 TO STA. 157+00

SHEET ID  
**C-112**

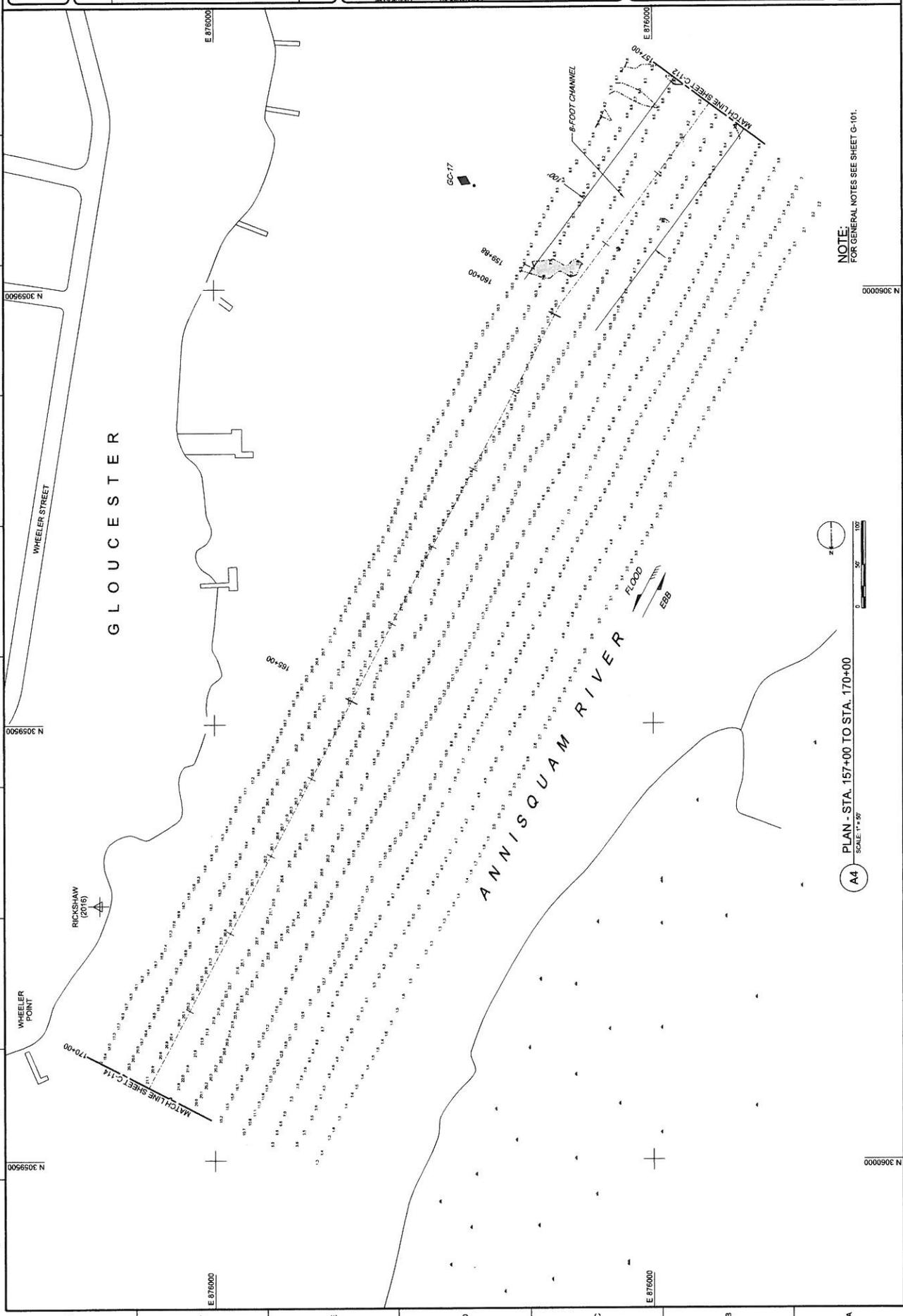


NOTE:  
 FOR GENERAL NOTES SEE SHEET G-101.

A4 PLAN - STA. 143+00 TO STA. 157+00  
 SCALE 1"=50'

 US Army Corps of Engineers	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>MARK</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	MARK	DESCRIPTION	DATE																<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>ISSUE DATE: _____</td> <td>DESIGNED BY: _____</td> </tr> <tr> <td>PLAN NO: _____</td> <td>DRAWN BY: _____</td> </tr> <tr> <td>LOCATION NO: _____</td> <td>SCALE: _____</td> </tr> <tr> <td>CONTRACT NO: _____</td> <td>PROJECT NO: _____</td> </tr> <tr> <td>DATE: _____</td> <td>DATE: _____</td> </tr> </table>	ISSUE DATE: _____	DESIGNED BY: _____	PLAN NO: _____	DRAWN BY: _____	LOCATION NO: _____	SCALE: _____	CONTRACT NO: _____	PROJECT NO: _____	DATE: _____	DATE: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">           U.S. ARMY CORPS OF ENGINEERS            NEW ENGLAND DISTRICT            888 VINCENNA ROAD            CONCORD, MA 01742-2751         </td> <td style="text-align: center;">           PLAN - STA. 157+00 TO STA. 170+00            MAINTENANCE DREDGING            ANNISQUAM RIVER            GLOUCESTER, MASSACHUSETTS         </td> </tr> </table>	U.S. ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT 888 VINCENNA ROAD CONCORD, MA 01742-2751	PLAN - STA. 157+00 TO STA. 170+00 MAINTENANCE DREDGING ANNISQUAM RIVER GLOUCESTER, MASSACHUSETTS
MARK	DESCRIPTION	DATE																															
ISSUE DATE: _____	DESIGNED BY: _____																																
PLAN NO: _____	DRAWN BY: _____																																
LOCATION NO: _____	SCALE: _____																																
CONTRACT NO: _____	PROJECT NO: _____																																
DATE: _____	DATE: _____																																
U.S. ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT 888 VINCENNA ROAD CONCORD, MA 01742-2751	PLAN - STA. 157+00 TO STA. 170+00 MAINTENANCE DREDGING ANNISQUAM RIVER GLOUCESTER, MASSACHUSETTS																																

SHEET ID  
**C-113**



NOTE:  
FOR GENERAL NOTES SEE SHEET G-101.

A4 PLAN - STA. 157+00 TO STA. 170+00  
SCALE 1" = 20'



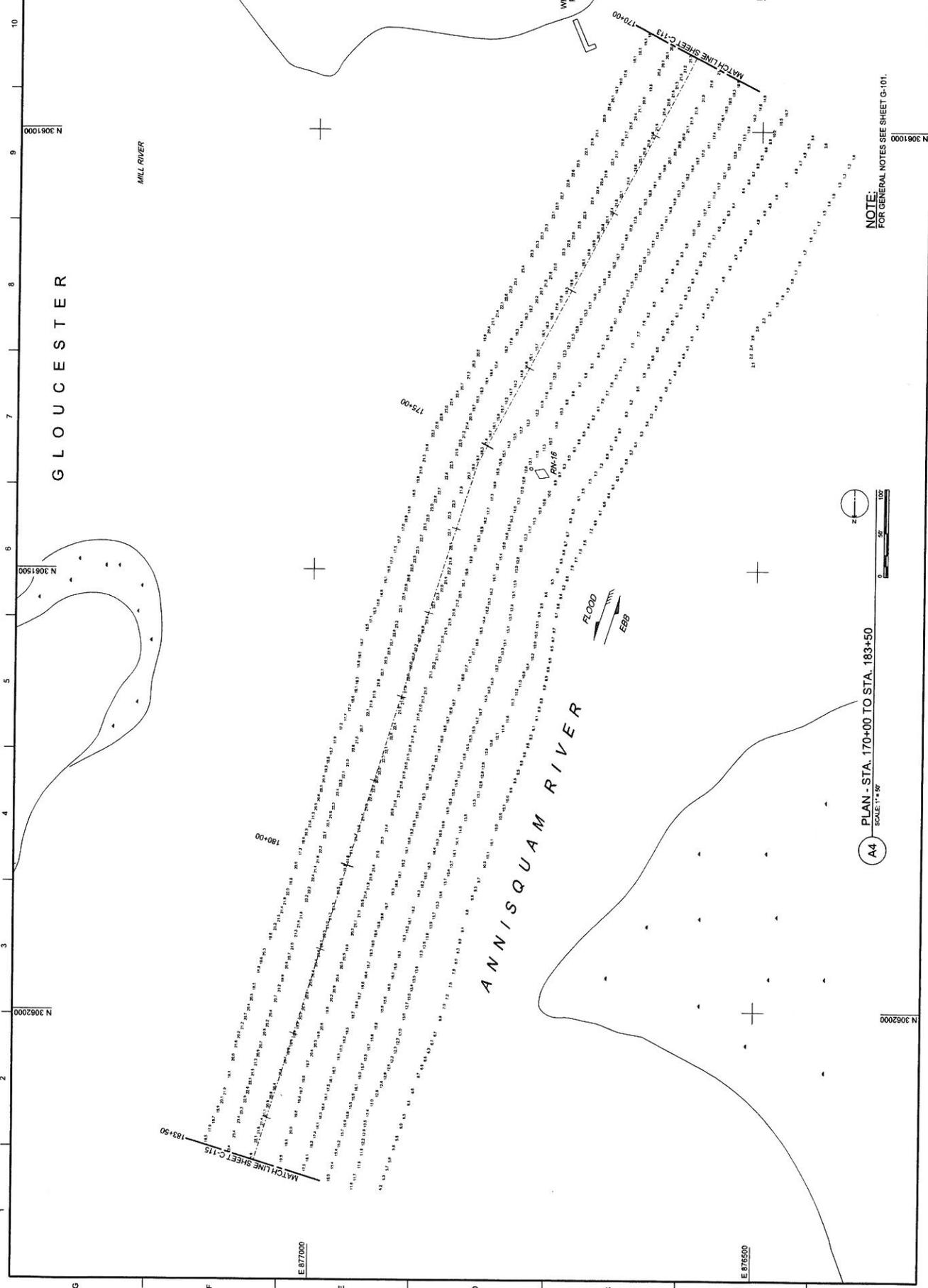
MARK	DESCRIPTION	DATE

DESIGNED BY: JACOBSON	ISSUE DATE: 08/20/00
CHECKED BY: WALKER	SCALE: 1" = 40'
APPROVED BY: [Signature]	PROJECT NO.: 183+50
DATE: 08/20/00	SHEET 17 OF 28
DRAWING CODE: 2019.07	
SHEET 17 OF 28	

U.S. ARMY CORPS OF ENGINEERS  
 NEW ENGLAND DISTRICT  
 800 BRIGGS ROAD  
 CONCORD, MA 01742-7751

ANNISQUAM RIVER  
 MAINTENANCE DREDGING  
 PLAN - STA. 170+00 TO STA. 183+50

SHEET ID  
**C-114**



NOTE:  
 FOR GENERAL NOTES SEE SHEET G-101.

A4 PLAN - STA. 170+00 TO STA. 183+50  
 SCALE: 1" = 40'

10  
9  
8  
7  
6  
5  
4  
3  
2  
1

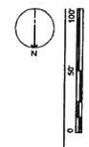
N 3061000  
N 3081500  
N 3081500  
N 3082000  
N 3082000

GLOUCESTER

MILL RIVER

ANNISQUAM RIVER

FLOOD  
 EBB



G  
F  
E  
D  
C  
B  
A



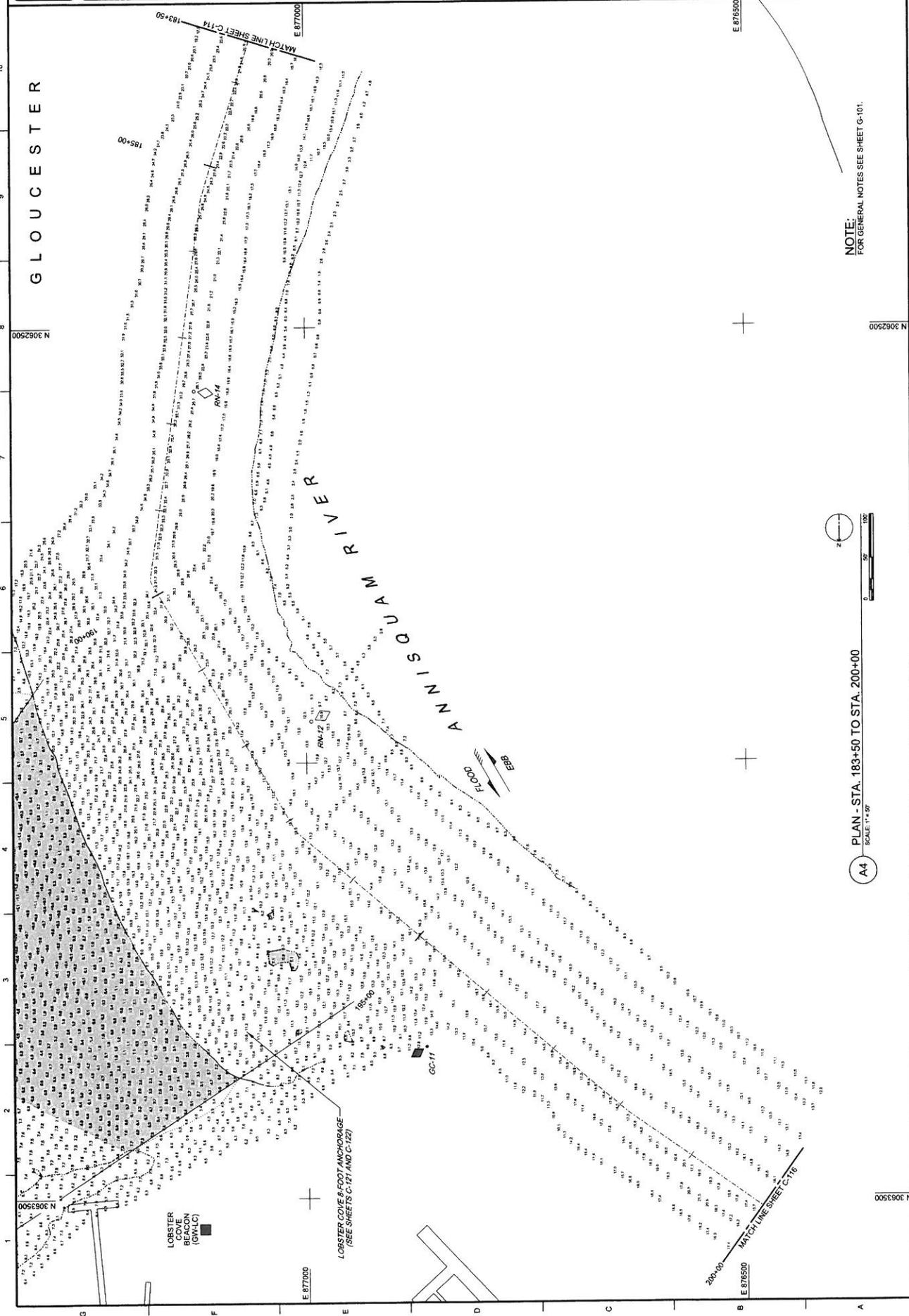
DATE	
DESCRIPTION	
MARK	

DESIGNED BY:	U.S. ARMY CORPS OF ENGINEERS
DRAWN BY:	NEW ENGLAND DISTRICT
CHECKED BY:	CONCORD, MA 01742-7511
SCALE:	AS SHOWN
SHEET 18 OF 28	

PROJECT NO.	183+50 TO STA. 200+00
CONTRACT NO.	
DATE	

U.S. ARMY CORPS OF ENGINEERS  
 NEW ENGLAND DISTRICT  
 CONCORD, MA 01742-7511  
 MAINTENANCE DRESSING  
 GLOUCESTER, MASSACHUSETTS

SHEET ID  
**C-115**

















MARK	DESCRIPTION	DATE

DESIGNED BY: L. JACOBS	ISSUE DATE: MAY 2011
DRAWN BY: W. WINTERHORN	CONTRACT NO.:
CHECKED BY:	SCHEMATIC NO.:
APPROVED BY: ANN SP 2013 077	SHEET 25 OF 28
PROJECT: ANN SP 2013 077	DATE:

U.S. ARMY CORPS OF ENGINEERS  
NEW ENGLAND DISTRICT  
CONCORD, MA 01742-7151

ANISQUAM RIVER  
GLOUCESTER, MASSACHUSETTS  
MAINTENANCE DREDGING

PLAN - LOBSTER COVE ANCHORAGE

SHEET ID  
**C-122**



NOTE:  
FOR GENERAL NOTES SEE SHEET G-101.

**A4** PLAN - LOBSTER COVE ANCHORAGE  
SCALE 1" = 100'





Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF HOUSING & ECONOMIC DEVELOPMENT**  
 One Ashburton Place, Room 2101, Boston, MA 02108

## MASSACHUSETTS DREDGING PROGRAM

### Disbursement Request Form

*This form must be completed, signed, and submitted in order to request, or drawdown, grant funds based on a fully executed contract with EOHEd. Please complete all applicable sections and attach the required documentation that supports this request (i.e. invoices and/or contractor payment applications). Incomplete requests will necessitate additional review and may result in payment delays.*

#### Grantee/Project Information

Public Entity:	City of Gloucester	Request Date:	9/20/19
Public Entity Contact:	Jill Cahill	Preparer Name:	Jill Cahill
Project Name:	Annisquam River Dredging Project	Preparer Tel.#	978-325-5240
Period Covered:	FY20	Total Requested:	\$2,400,000.00

**Contract Expense Allocations** – In the table below, please provide the approved original contract budget, any proposed line item adjustments (per bids), total funds requested to date, and the amount requested this period. Any adjustments from the original contract budget that exceed 25% of the total award must be approved by EOHEd. Budget variances that can result in major changes to the project scope may be subject to a formal contract amendment.

Spending Category	<u>A</u> Contract Budget	<u>B</u> Adjusted (Bid) Budget	<u>C</u> Requested to Date	<u>D</u> Amount of this Request	Balance Remaining = B - (C + D)
Bidding/Contracting	\$0.00	\$0.00		\$0.00	\$0.00
Mobilization/Demobilization	\$975,000.00	\$975,000.00		\$975,000.00	\$0.00
Dredging	\$1,425,000.00	\$1,425,000.00		\$1,425,000.00	\$0.00
Material Management/Disposal	\$0.00	\$0.00		\$0.00	\$0.00
Construction Administration	\$0.00	\$0.00		\$0.00	\$0.00
Other:	\$0.00	\$0.00		\$0.00	\$0.00
Other:	\$0.00	\$0.00		\$0.00	\$0.00
Other:	\$0.00	\$0.00		\$0.00	\$0.00
<b>TOTAL</b>	<b>\$2,400,000.00</b>	<b>\$2,400,000.00</b>		<b>\$2,400,000.00</b>	<b>\$0.00</b>



**Supporting Documentation** – Required to substantiate all disbursement requests. Please itemize below and attach the documents that support the expenses identified above. (Add lines, as necessary.)

- For **Construction**: Certified contractor payment applications and associated schedule of values.
- For **Construction Administration**: Invoices, timesheets, etc.

Date	Vendor/Payee	Amount	Services/Description
9/20/19	City of Gloucester	\$2,400,000.00	MOA between the USACE and City of Gloucester

**Supporting Documentation Notes** – Use this space for any additional comments and/or explanations related to the supporting documentation listed above.

The City of Gloucester (City) has entered into a Memorandum of Agreement with The Department of the Army (Government) that defines the role and responsibilities of the City as a contributor of funds to the project. It also outlines the responsibilities of the Government including providing reports to the City, quarterly and at close-out.

**Project Update** – Briefly provide a summary of the work completed in association with this request.

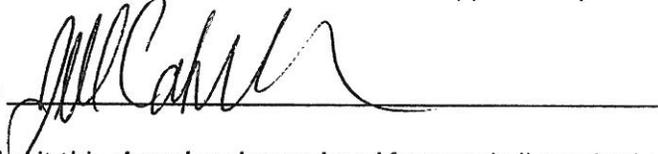
Assuming the timely release of funds, it is anticipated that mobilization by the contractor will begin at the end of October.

Is this the FINAL payment request for this contract?  Yes  No

**If yes**, please complete and attach a Project Closeout Form.

**Certification:**

By signing below, I, Jill Cahill, hereby certify that the information and expenditures enumerated on this form are true, accurate, and in compliance with applicable state and local rules and regulations. I further certify that these expenditures were made in accordance with a fully executed Contract with EOHEd, based on our application to the Massachusetts Dredging Program, and that all funds disbursed through this request shall only be used to pay for expenditures that have been disclosed to and approved by EOHEd.

Signature 

Date 9/20/19

Please submit this **signed and completed** form and all required attachments via email to your EOHEd contract manager.



# **ENCLOSURE 2**

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-281-8472  
jdunn@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE TREASURER/COLLECTOR**

To: Sefatia Romeo Theken, Mayor  
From: John P. Dunn, CFO   
Date: September 24, 2019  
Re: Energy Management Systems and Green Energy Stabilization Fund

Over the past couple of years we have received incentive payments from National Grid for various energy efficiency and green energy projects undertaken in the City. In some cases the incentive payments were directed to the projects that triggered the payment such as the streetlight conversion and various boiler projects in City buildings.

We are currently in receipt of five incentive payments from National Grid totaling \$109,898.01 for work done primarily at GHS and O'Maley. In addition we have a \$32,179.55 balance in a special revenue fund (#3349) from previous National Grid incentive payments. The total is \$142,077.56.

In discussing the best way to deal with these funds and any future incentive or grant payments from National Grid or others, the Auditing Department has recommended that the City establish an Energy Management Systems and Green energy Stabilization Fund. As a stabilization fund, this would be established under MGL Chapter 40, Section 5B.

In brief, the fund would be credited with incentive payments or grants from Nation Grid or any other source that result from energy efficiency or green energy projects that the City may undertake. Appropriations from the fund would be used for like projects or as match funds for grants. As with any Stabilization Fund, appropriations would require a two-thirds vote of the City Council.

The first proposed use of the funds would be as an \$81,500 match for the Department of Energy Resources (DOER) Green Communities Competitive Grant award of \$112,852 to fund energy management and LED lighting improvements at GHS.

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2020**

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

APPROPRIATION # 2020-SA- 5 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Treasurer/Collector

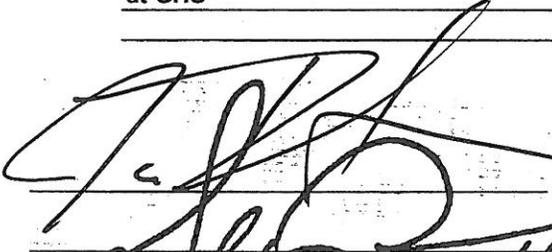
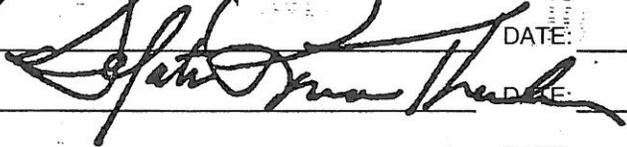
APPROPRIATION AMOUNT: \$81,500.00

Account to Appropriate from:	MUNIS ORG - OBJECT	<u>7601/359000</u>
	MUNIS ACCOUNT DESCRIPTION	<u>CP Energy Efficiency - Undesignated Fund Balance</u>
Balance Before Appropriation		<u>\$142,077.56</u>
Balance After Appropriation		<u>\$60,577.56</u>

Account Receiving Appropriation:	MUNIS ORG - OBJECT	<u>760001/58XXX</u>
	MUNIS ACCOUNT DESCRIPTION	<u>DOER GHS Grant</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>81,500.00</u>

DETAILED ANALYSIS OF NEED(S): To provide match funding for the DOER Grant for energy efficiency work at GHS

APPROVALS:

DEPT. HEAD:		DATE: <u>9/24/19</u>
ADMINISTRATION:		DATE: <u>9/24/19</u>
BUDGET & FINANCE:		DATE: _____
CITY COUNCIL:		DATE: _____

Motion: That the City of Gloucester establish an Energy Management Systems and Green Energy Stabilization Fund under Massachusetts General Law, Chapter 40, Section 5B. The Fund will be credited with incentive payments or grants from National Grid or any other source that result from energy efficiency or green energy projects that the City may undertake, donations from any source that might be directed to support such projects or any other action approved by the City Council. Appropriations from the Fund will be used to support energy efficiency and green energy projects throughout the City.

Massachusetts Electric	GHS EMS	\$ 26,778.50
Massachusetts Electric	O'Maley EMS	\$ 6,391.00
Massachusetts Electric	2018 Community Initiative	\$ 8,995.51
Boston Gas	O'Maley Incentive	\$ 17,351.00
Boston Gas	GHS Incentive	\$ 50,382.00
		\$ 109,898.01
Fund 3349	Balance	\$ 32,179.55