

CITY CLERK  
GLOUCESTER, MA  
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GLOUCESTER CITY COUNCIL  
**Budget & Finance Committee**  
Thursday, August 6, 2015 – 4:30 p.m.  
1<sup>st</sup> Fl. Council Committee Room – City Hall  
**AGENDA**

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

1. *Proposed TIF for VJ&E Realty LLC (Mortillaro Lobster) at 58-60 Commercial Street (Cont'd from 07/23/15)*
2. *Grant Application & Checklist from Community Development Dept. re: Lead-Based Paint Hazard Control Grant from the U.S. Dept. of Housing & Urban Development*
3. *Memorandum from Community Development Director re: recommendations from Community Preservation Committee for Round 6, FY15*
4. *Memorandum, Grant Application & Checklist from Community Development Dept. re: Accept a \$240,000 Green Competitive Grant from Mass. Executive Office of Energy & Environmental Affairs for Streetlight LED Conversion*
5. *Grant Application & Checklist from the DPW for a Mass. DEP Capital Improvement Panning Grant for \$7,500*
6. *Memorandum, Grant Application & Checklist from Health Dept. re: Accept a three-year Substance Abuse Prevention Collaborative award for \$300,000*
7. *Memorandum from Fire Chief Eric Smith & Special Budgetary Transfer Request 2016-SBT-1*
8. *Petitions for road repairs in accordance with GCO Article VI "Repair of Private Ways," Sec. 21-80 et seq.*
  - A) Starknaught Heights
  - B) Starknaught Road
  - C) Oxford Road
  - D) Joseph's Way
9. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

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

CC: Mayor Theken  
Jim Destino  
Kenny Costa  
John Dunn  
Tom Daniel  
Mike Hale  
Fire Chief Eric Smith  
Debbie Laurie  
Matt Coogan  
Noreen Burke  
Karen Andrews

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

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



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

CITY OF GLOUCESTER  
OFFICE OF THE MAYOR

A handwritten signature in black ink, which appears to read "Sefatia Romeo Theken". The signature is written in a cursive style and is positioned to the right of the header information.

**TO:** City Council  
**FROM:** Sefatia Romeo Theken, Mayor  
**DATE:** July 13, 2015  
**RE:** Addendum #2 to the Mayor's Report for the July 14, 2015 City Council Meeting

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Councilors:

A TIF Committee meeting was convened on July 13, 2015, with James Destino, Chief Administrative Officer, acting as Chair. It is the recommendation of the committee that the City consider the petition described in a letter of intent (**Enclosure 1**) filed by VJ & E Realty LLC to enter into a local TIF agreement in support of the expansion of Mortillaro Lobster, Inc. operations with the construction of a new 5,000 square foot building and wharf at 58-60 Commercial Street, Gloucester.

*Please refer this matter to the **Budget and Finance** subcommittee for review and recommendation. Appropriate City staff will be available to answer questions and provide further information as required.*

Vincent Mortillaro, President  
Mortillaro Lobster, Inc.  
60 Commercial Street  
Gloucester, MA 01930  
June 15, 2015

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

RE: Application for Massachusetts Economic Development Program (EDIP) in  
Gloucester, MA

As required, pursuant to the EDIP application process, please accept this letter of intent from VJ & E Realty LLC (hereafter VJ & E), Vincent Mortillaro, Manager. On June 17, 2015, I met with James Destino, City of Gloucester Chief Administrative Officer, to discuss the EDIP Program and other available financial incentive programs.

In 1986, Mortillaro Lobster, Inc. began operation on Gloucester's waterfront as a seafood purchasing and shipping company. The current, single species lobster processing operation consists of two separate Commercial Street facilities with total daily holding capacity of 60,000 pounds of product. VJ&E purchased the real property located at 58-60 Commercial St. on April 20, 2011 where Mortillaro Lobster, Inc. is the operating entity and tenant on whole of premises.

In 2014, Mortillaro Lobster, Inc. processed and shipped a total of 5 ½ million pounds of lobsters. Gloucester is the State's largest landing port of live lobster, landing 2.1 million pounds in 2013. Mortillaro Lobster, Inc. purchased approximately 33 %, or 700,000 pounds, of local landed product indicating this company is a significant State economic contributor. Mortillaro Lobster, Inc. ships product domestically and internationally to wholesalers located in Italy, France, Spain, Dubai, Korea, Malaysia and China – Shanghai and Guangzhou.

The company finds it necessary to expand and modernize the facility footprint out over the watersheet at the primary 58-60 Commercial Street facility location with a projected investment of \$2million. This 5,000 square foot building will serve as a holding facility with approximate 30,000 pound capacity with secondary warehouse storage. The new facility will include commercial vessel waterfront off loading and dockage. An increase in full time employees is anticipated in support of the new facility.

I request your acceptance of this letter of intent and look forward to working with your Administration in this significant project serving to invigorate and expand the working waterfront.

Sincerely,  
  
Vincent Mortillaro

cc: EDIP Director  
Regional Director, Northeast



**CITY OF GLOUCESTER**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

**TO:** Budget & Finance Committee  
**FROM:** Emily Freedman, Senior Project Manager for Housing, Community Development  
**CC:** Tom Daniel, Community Development Director  
**DATE:** August 6, 2015

**RE:** Grant Application to Lead-Based Paint Hazard Control Grant Program and Lead Hazard Reduction Demonstration Grant Program from the US Department of Housing and Urban Development

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In late May, the City was notified by its HUD Representative at HUD Boston that a competitive grant opportunity through the US Department of Housing and Urban Development (HUD) was available for lead-based paint removal. The federal Notice of Funding Availability (NOFA) had a very narrow application window, and was due June 23, 2015. Much of Gloucester's housing stock contains hazardous lead-based paint. It is costly to remove the paint, and public funding sources are limited.

The HUD program is highly competitive, and it is difficult for communities without an existing program to receive funding in their first application. The City applied for this grant opportunity in 2014, but was unsuccessful. After discussion with HUD reviewers in 2014, we felt it was worth the effort to resubmit an application for \$1,326,000. If we are not successful again this year, we will be even better positioned for next year.

Supporting materials are provided for Budget and Finance Committee review. The City will leverage \$218,000 of 2015 CDBG housing and administration funds to serve as a match for the Lead Hazard Control Grant Program. A portion of Director Tom Daniel's salary will be considered local City match for program oversight costs. If the grant proposal is successful, Lead Hazard Control Funds will be used to complement the City's CDBG-funded housing rehabilitation efforts.

The Community Development Department thanks you for your support of our efforts to secure funding to reduce lead-based paint hazards in the housing of Gloucester's low and moderate income families.



City of Gloucester  
Grant Application and Check List

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

Name of Grant: LEAD-BASED PAINT HAZARD CONTROL GRANT

Department Applying for Grant: COMMUNITY DEVELOPMENT

Agency-Federal or State application is requested from: U.S. DEPT. OF HUD

Object of the application: LEAD-BASED PAINT REMOVAL FUNDING

Any match requirements: \$12,804 IN-CASH / \$7,107 IN-KIND LOCAL MATCH

Mayor's approval to proceed: [Signature] 7.22.15  
Signature Date

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

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerk's Certification of Vote to City Auditor: \_\_\_\_\_  
Certification Date

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

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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

FORM: AUDIT GRANT CHECKLIST - V.1

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[www.icenl.com/unload.htm](http://www.icenl.com/unload.htm)

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# Grant Application Package

Opportunity Title:	Lead-Based Paint Hazard Control (LBPHC) Grant Program
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.900
CFDA Description:	Lead-Based Paint Hazard Control in Privately-Owned Hous
Opportunity Number:	FR-5900-N-12
Competition ID:	FR-5900-N-12
Opportunity Open Date:	05/07/2015
Opportunity Close Date:	06/23/2015
Agency Contact:	Eric Hornbuckle eric.w.hornbuckle@hud.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

## Select Forms to Complete

### Mandatory

[Application for Federal Assistance \(SF-424\)](#)

[HUD Facsimile Transmittal](#)

### Optional

Attachments

Disclosure of Lobbying Activities (SF-LLL)

## Instructions

[Show Instructions >>](#)

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

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

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

\* Other (Specify):

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

FR-5900-N-12

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

City of Gloucester

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

04-6001390

\* c. Organizational DUNS:

0738272140000

**d. Address:**

\* Street1:

3 Pond Road

Street2:

\* City:

Gloucester

County/Parish:

\* State:

MA: Massachusetts

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

01930-0000

**e. Organizational Unit:**

Department Name:

Community Development

Division Name:

Grants Division

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

Prefix:

Mr.

\* First Name:

Tom

Middle Name:

M

\* Last Name:

Daniel

Suffix:

Title:

Community Development Director

Organizational Affiliation:

\* Telephone Number:

978-282-3027

Fax Number:

978-282-3035

\* Email:

tdaniel@gloucester-ma.gov

**Application for Federal Assistance SF-424**

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

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

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

US Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.900

**CFDA Title:**

Lead-Based Paint Hazard Control in Privately-Owned Housing

**\* 12. Funding Opportunity Number:**

FR-5900-N-12

**\* Title:**

Lead-Based Paint Hazard Control (LBPHC) Grant Program

**13. Competition Identification Number:**

FR-5900-N-12

**Title:**

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

Gloucester\_target\_zoom.pdf

Add Attachment

Delete Attachment

View Attachment

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

City of Gloucester, MA Lead-Based Paint Hazard Control in Privately-Owned Housing Program.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

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

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,326,576.75"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="288,910.22"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,615,486.97"/>

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

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

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

- Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

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

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## ATTACHMENTS FORM

**Instructions:** On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

**Important:** Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	City of Gloucester 2015 Lead	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	HUD_424_CBW Grant App Detail	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	HUD Applicant Recipient Disc	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	HUD-2991 Form Cert w ConPlan	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	HUD 2995 SCI Certification.pdf	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Rating Factor 1 Appendix Sta	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Rating Factor 3 Appendix Budg	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

3 Pond Road  
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

**CITY OF GLOUCESTER**  
COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

TO: Mayor Sefatia Romeo Theken  
FROM: Tom Daniel, Community Development Director  
CC: Deborah Laurie, CPC Senior Project Manager  
Recommended applicants  
RE: Recommendations from the Community Preservation Committee for Round 6, FY2015 Funds  
DATE: July 9, 2015

The Community Preservation Committee has received, reviewed and made recommendations on the sixth round of project applications for the Community Preservation Act funding.

Please find attached the Committee's submission of recommended projects for your review, and for forwarding to the City Council for their review and appropriation.

Thank you.

The Community Preservation Committee recommends \$354,750 (FY15) in funding for one-time projects. All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to all recommended projects:

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

Attached are:

1. Summary of Community Preservation Committee Recommendations
2. Project Summaries for each Recommendation
3. Criteria for Project Evaluation adopted and published by the Community Preservation Committee

Community Preservation Fund General Balance available for appropriation is approximately \$360,000 Community Housing Reserve is approximately \$230,880 and Community Open Space Reserve is approximately \$307 for an approximate total of available funds of \$591,187. The FY2015 Community Preservation appropriation budget total of \$610,000 and estimated FY2015 CPA tax revenues, enhanced state match for FY2015 and other revenues totaled \$610,000.

Applications for all projects are available for review in the Community Development Office, Grants Division.

Submitted by: Community Preservation Committee

Bill Dugan, Co Chair, Housing Authority  
John Feener, Conservation Commission  
David Rhineland, Historic Commission  
Scott Smith, At-large  
Barbara Silberman, At Large

Stacy Randell, Co Chair, At Large  
Hank McCarl, Planning Board, At Large  
Charlie Crowley, Open Space and Recreation  
Catherine Schlichte, At Large

**Summary of Community Preservation Committee Recommendations  
For Round 6, FY2015 Funding**

<b>Project #</b>	<b>APPLICANT</b>	<b>PROJECT PURPOSE</b>	<b>CPA CATEGORY</b>	<b>RECOMMENDED AMOUNT</b>
1	Action, Inc.	Preservation of Action Façade – Historic Woolworth Building, Phase I	Historic Resource	\$70,000
2	Action, Inc.	Gloucester Rental and Mortgage Assistance Program	Community Housing	\$24,750
3	CA Women's Softball League & City of Gloucester, DPW	Mattos Field Rehabilitation	Recreation	\$110,000
4	Gloucester Unitarian Universalist Church	Fire-Sprinkler & Deterrence Project	Historic Resource	\$50,000
5	Ocean Alliance, Inc.	Tarr and Wonson Paint Manufactory – Interior Renovation of Buildings A & B	Historic Resource	\$70,000
6	The Gloucester Adventure, Inc.	Restoration of Schooner Adventure – Captain's Cabin	Historic Resource	\$25,000
7	St. John's Episcopal Church	Feasibility Study for housing at St. John's Episcopal Church	Community Housing	\$5,000
			<b>TOTAL</b>	<b>\$354,750</b>

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE  
RECOMMENDATIONS FOR FY15, ROUND 6 APPROPRIATION**

The Gloucester Community Preservation Committee recommends that City Council appropriate \$354,750 from the Community Preservation Fund for the projects hereinafter described.

**PROJECT NO. 1**

**Project Title: PRESERVATION OF ACTION FAÇADE – HISTORIC WOOLWORTH BUILDING, PHASE I  
Project Sponsor: ACTION, INC.**

The Community Preservation Committee recommends the appropriation of \$70,000 to Action, Inc. for the purpose of the rehabilitation and restoration of an historic asset by repairing and restoring the façade of the building with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2016;
2. An historic preservation easement will be required.

The Community Preservation Act spending purpose is to support historic resources.

**Project Summary:**

Restoration of the building is necessary to repair damage caused by a consistent history of water leaks, to prevent future damage, and to preserve the building's historically significant art deco architecture. The lack of waterproofing behind the masonry allows for water infiltration. This infiltration has resulted in damaged bricks and mortar, rusting jacking along the parapet, and leaking above windows. The building was built in 1937 and housed the iconic Woolworth's store for years. The building is located in a prominent downtown location in Gloucester's East End at the corner of Pleasant and Main Streets, within the Central Gloucester Historic District as included in the National Register of Historic Places.

**PROJECT NO. 2**

**Project Title: GLOUCESTER RENTAL AND MORTGAGE ASSISTANCE PROGRAM  
Project Sponsor: ACTION, INC.**

The Community Preservation Committee recommends that the City Council appropriate \$24,750 to Action, Inc. for the purpose of rental and mortgage interim assistance with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2016;
2. The program will be advertised and promoted throughout the city; and
3. Funds will be for rental or mortgage payments only; not for salary.

The Community Preservation Act spending purpose for this appropriation is to support community housing resources.

**Project Summary:**

This program will offer temporary rental and mortgage subsidies as well as supportive and budget services to those experiencing significant difficulties retaining their housing due to financial problems. The program is focused on low to moderate income households who face temporary setbacks such as illness, job loss, job reduction or other tragedies. The program should assist approximately 15 households.

**PROJECT NO. 3**

**Project Title: MATTO'S FIELD REHABILITATION - LIGHTS**

**Project Sponsor: CAPE ANN WOMEN'S SOFTBALL LEAGUE & CITY OF GLOUCESTER, DPW**

The Community Preservation Committee recommends that the City Council appropriate \$110,000 to the Cape Ann Women's Softball League and the City of Gloucester DPW Department for the purpose of rehabilitating Matto's Field with new lighting, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2016.

The Community Preservation Act spending purpose for this appropriation is to support open space and recreation.

**Project Summary:**

The lighting at Matto's Field was installed in the 70's and has exceeded its life span. Two poles are leaning and one pole adjacent Veterans Memorial School is leaning towards the playground area and school building which poses a safety issue. Many of the lights bulbs have burnt out and can no longer be replaced due to safety factors. Some lights are facing the ground and again cannot be moved due to safety factors. The project would consist of installing six new bases for the lights and new light fixtures.

**PROJECT NO. 4**

**Project Title: FIRE-SPRINKLER & DETERRENCE PROJECT**

**Project Sponsor: GLOUCESTER UNITARIAN UNIVERSALIST CHURCH**

The Community Preservation Committee recommends that the City Council appropriate \$50,000 to the Gloucester Unitarian Universalist Church for the purpose of preserving an historic asset which includes the installation of a fire sprinkler & deterrence system, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2016;

The Community Preservation Act spending purpose for this appropriation is to support historic resources.

**Project Summary:**

The project includes engineering, design and installation of a whole-building fire-sprinkler system of the "dry" type, tied into the existing 24/7 fire-detection monitoring system. All areas of the building, including the massive tower are included. It includes R-30 wall insulation to fill the 1806, balloon-framed wall cavities, including fire-stops to suppress fire within the walls and greatly enhance thermal efficiency plus an exterior vapor barrier behind the clapboards. Safety upgrades to the electrical system include new circuit breakers and conduit to all sanctuary locations.

**PROJECT NO. 5**

**Project Title: TARR AND WONSON PAINT MANUFACTORY: INTERIOR RENOVATION OF BUILDINGS A & B**  
**Project Sponsor: OCEAN ALLIANCE, INC.**

The Community Preservation Committee recommends that the City Council appropriate \$70,000 to Ocean Alliance for the restoration of the Tarr and Wonson Paint Manufactory, Buildings A & B, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2016.

The Community Preservation Act spending purpose for this appropriation is to support historic resources.

**Project Summary:**

Work will include the removal of debris, leveling of floors, framing, finishing interior spaces, and utilities installation. Buildings A & B will provide space for OA's rapidly growing robotics program, specifically their STEAM education initiative. The spaces will be multi-purpose, but generally used as an education space, media venue and function/event area.

**PROJECT NO. 6**

**Project Title: RESTORATION OF SCHOONER ADVENTURE: CAPTAIN'S CABIN**  
**Project Sponsor: THE GLOUCESTER ADVENTURE, INC.**

The Community Preservation Committee recommends that the City Council appropriate \$25,000 to the Gloucester Adventure, Inc. for the purpose of the rehabilitation and restoration of an historic asset which includes the restoration and reconstruction of the Captain's Cabin to its original configuration, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2016;

**Project Summary:**

The Schooner *Adventure* is the last of the great Gloucester dory-fishing schooners that plied the fishing banks of the North Atlantic. Funds will be used to restore the Historic Captain's Cabin which includes restoring the original paneling, which

includes repair to damaged pieces and creating new pieces to match existing as much as feasible, recreation of bunks, and other details in the cabin.

The Community Preservation Act spending purpose for this appropriation is to support historic resources.

#### **PROJECT NO. 7**

**Project Title: FEASIBILITY STUDY FOR HOUSING AT ST. JOHN'S EPISCOPAL CHURCH**

**Project Sponsor: ST. JOHN'S EPISCOPAL CHURCH**

The Community Preservation Committee recommends that the City Council appropriate \$5,000 to the St. John's Episcopal Church for the purpose of affordable housing to conduct a feasibility study for housing on the Church's parking lot located on Washington Street, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2016;
2. The \$5,000 is reimbursable if proof of affordable housing is feasible on the site.

#### **Project Summary:**

The project includes a feasibility study for construction of affordable housing on the St. John's parking lot area on Washington Street. The parking lot area is approximately 22,000 square feet, spread over three contiguous lots. The church did a preliminary study in 2011 resulting in a survey of the site, and would examine in detail whether or not a multi-family, mixed-use project is feasible at the site. The project would contribute to the Community Preservation Act stated goal to acquire, create, preserve, and support community housing. The church will contribute \$5,000 to the cost of the study, which should produce the following:

- Identify technical issues with the site, both legal and environmental.
- Determine the permitting process.
- Estimate costs and outline methods of financing through grants, low-interest loans and other methods.
- Preliminary design drawings

The Community Preservation Act spending purpose for this appropriation is to support community housing resources.

## Community Preservation Criteria

### General Evaluation Criteria

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

### Open Space Criteria

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

### Historic Preservation Evaluation Criteria

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

### Community Housing Evaluation Criteria

1	Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws	
2	Promote a socioeconomic environment that encourages a diversity of incomes	
3	Provide housing that is harmonious in design and scale with the surrounding community	
4	Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B	
5	Ensure long-term affordability	
6	Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals	
7	Provide affordable rental and affordable ownership opportunities	
8	Promote use of existing buildings or construction on previously-developed or city-owned sites	

**Public Recreation Evaluation Criteria**

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

City Hall Annex  
Three Pond Road  
Gloucester, MA 01930



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tdaniel@gloucester-ma.gov

**CITY OF GLOUCESTER**  
COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

**To:** Mayor Sefatia Romeo Theken  
**From:** Tom Daniel *TD*  
Matt Coogan  
**Date:** July 20, 2015

**RE: EEA Grant Award for Streetlight LED Conversion**

---

We pleased to inform you that the City has been awarded a \$240,000 Green Communities Competitive Grant from the Massachusetts Executive Office of Energy and Environmental Affairs (EEA). The grant funding will be applied towards the upcoming LED streetlight conversion. The LED streetlight conversion project will replace outdated and inefficient street lighting, creating \$130,000 in annual savings while reducing the streetlight's carbon footprint by 50 percent. The LED streetlights will replace outdated high pressure sodium fixtures and improve the quality of light for both pedestrians and motorists and improve public safety. LED streetlights also have a ten-year warranty which would reduce the maintenance costs. The project would greatly contribute to the City's goal of a 20 percent energy reduction.

The City has been working with Siemens on the scoping of the project. Siemens will provide the City turnkey services. Siemens is also required to guarantee the energy savings from the LED conversion. We anticipate this project will be completed in late fall.

Information on the grant, including grant application and a copy of the grant contract are included with this memo. Please forward the materials to the City Council for grant acceptance.



City of Gloucester  
Grant Application and Check List

Granting Authority: State  Federal  Other

Name of Grant: GREEN COMMUNITIES COMPETITIVE GRANT

Department Applying for Grant: COMMUNITY DEVELOPMENT

Agency-Federal or State application is requested from: DEPARTMENT OF ENERGY RESOURCES

Object of the application: FUNDING FOR LED

Any match requirements: \_\_\_\_\_

Mayor's approval to proceed: [Signature] 7/22/15

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

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerk's Certification of Vote to City Auditor: \_\_\_\_\_  
Certification Date

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

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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

FORM: AUDIT GRANT CHECKLIST - V.1

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[www.infix.com/inflock.htm](http://www.infix.com/inflock.htm)



**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.**

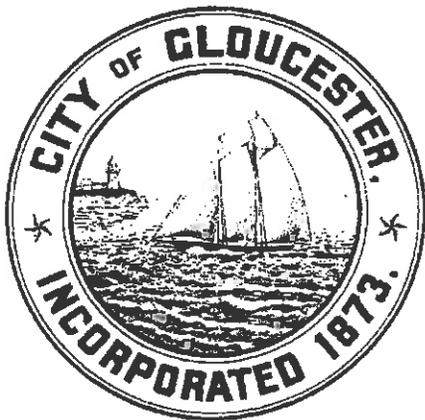
**Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.**



# Green Communities Competitive Grant Application

City of Gloucester March 27, 2015

Submitted by Matt Coogan  
Senior Planner & Clean Energy Manager Community Development



## Overview

The City is pleased to apply for a Green Communities Competitive Grant of \$250,000 for a complete citywide LED streetlight conversion. The project will greatly reduce energy consumption and energy costs for the City. The following pages include details of the potential project.

## Energy Consumption FY2014

According to MEI the City's total energy consumption in FY14 was 93,155 MMBtu. When normalizing for weather, FY14 energy use had a 16% reduction from the 2009 baseline. The City's buildings had a 13 percent decrease in energy use in FY14. Since the fall of 2013, the City has completed or is in the process of completing several projects focused on energy reduction. The savings from these projects has yet to be realized in a full fiscal year. Hence, we anticipate a larger energy reduction in our buildings in FY15 for projects completed in FY14. The recently completed City project partially funded by Green Communities grant funding, the O'Maley boiler project, is projected to reduce city-wide energy consumption by 2%. However, this reduction will not be seen in its entirety in MEI until FY16. Energy savings from several other energy reduction projects, including the City Hall oil to gas boiler conversion project, will not be seen fully in MEI until FY16 as well. The City will also begin replacing older vehicles in the City fleet with more energy efficient vehicles, including three, battery-powered electric vehicles this spring. We hope that this initiative will help address the City's nine percent increase in vehicle fuel consumption. It should be noted that in the past few years there have been increases in inspectional services staffing, and this can account for some of the increase in vehicular fuel consumption for the City. For FY16 the City is planning several projects, including a LED retrofit of the City's streetlights that were purchased in October 2014 from National Grid. This project alone would reduce energy consumption city-wide by 2.3%. We are also proud to report that the 2 wind turbines installed in December of 2012 produced approximately 8.34 million kwh of electricity in FY14, approximately 83% of the City's total electric usage. We expect this percentage to increase towards their capacity of 9.5 MW and look forward to getting final energy production data for FY15.

## **Project – LED Streetlight Conversion**

### **Purpose**

The City of Gloucester owns their approximately 2,800 unmetered streetlights, and their energy use combined make streetlights the second highest municipal electric user. They have the highest electric costs of all municipal facilities (over \$400,000), and make up 6% of the cities total energy consumption. Furthermore, the current streetlights have fully depreciated, and the technology is both out of date and underperforming. New LED streetlights will significantly improve lighting quality in the City, and will reduce electric consumption for streetlights by half. This project alone reduces the City's FY09 baseline consumption by 2.3% and significantly contributes to our 20% reduction goal. In addition, the LED fixtures will include a control-ready 5-pin receptacle, which provides the City the potential to install additional new technologies on the fixtures, including public safety communications, municipal Wi-Fi, and dynamic lighting programming.

The estimated cost for the entire project is \$ 1,000,000. The project is estimated to save the City \$95,000 annually and with the awarded \$250,000 competitive grant and National Grid rebate incentives, the simple payback for the entire project is under 7 years.

### **How the Project Supports Gloucester's 5 Year Energy Reduction Plan**

The LED retrofit of the city's streetlights was identified as a priority project in Gloucester's Energy Reduction Plan, and Gloucester has been working on reducing its streetlight energy consumption for the past several years. In 2011, the Clean Energy commissioned a study outlining the benefits of taking ownership of the streetlights and converting to LEDs. The City was able to utilize a portion of their Green Communities designation grant to hire Peregrine to guide the City through the purchasing process as well as provide an analysis of savings associated with an LED conversion. The City officially purchased its streetlights from National Grid in October 2014, and concurrently participated in a MAPC RFQ group procurement for LED conversion services. The City can now contract directly with Siemens, who will provide turn-key services for the project. Through the work of the Clean Energy Commission, DPW, the Community Development Department, and the leadership of the administration, Gloucester is now poised to complete this priority project.

The entire project would cut the City's electric bill for streetlights in half. The project would also reduce the City's energy consumption citywide by 2.3%. The project would greatly contribute to the City's goal of a 20% energy reduction. In addition, LED streetlights would improve the quality of light for both pedestrians and motorists and improve public safety. Because the light is designed to mimic natural moonlight, colors remain true under the lighting, and police will be able to more accurately identify vehicles. LED streetlights also normally have a 10 year warranty which would reduce the maintenance costs for the City.

The project also continues the City's efforts to upgrade lighting within municipal facilities. Since 2009, Gloucester has worked with EMS, a National Grid expeditor, to upgrade lighting at 18 municipal buildings. The result has been a 1,200,000 kwh decrease in electrical consumption. The City saves \$710,000 annually because of these projects.

### **Benefits/ Anticipated Impact**

In 2014 Peregrine Energy Group provided the City an energy savings analysis for this project. The current High Pressure Sodium streetlights consumed 1,470,541 kwh of electricity in FY2014. The new LED fixtures will consume an estimated 777,000 kwh of electricity, a 53% reduction. This translates into a reduction of 2,362 MMBtu, which would be a 2.3% reduction from the 2009 baseline. Based on Siemens pricing and National Grid's special tariff rates for LED fixtures, the decrease in energy consumption results in significant energy savings, and because of this the project will have a simple payback of less than 7 years if the City is awarded a \$250,000 competitive grant.

In addition to the energy savings and reductions, the new LED fixtures will dramatically improve the quality of light in the City. The current High Pressure Sodium (HPS) fixtures are outdated; in fact, they have depreciated to the point that the City purchased all 2,848 fixtures from National Grid in October 2014 for \$1. These fixtures are functioning at less than

50%, meaning that many of Gloucester's streets are significantly underlit. In addition, high pressure sodium lights cause light trespass and light pollution, and produce a light temperature that distorts colors. The new LED fixtures produce a truer, high quality light, and the fixtures are designed to limit light trespass and light pollution.

The new fixtures will also vastly improve public safety. The color distortion in the current HPS makes it difficult for police and witnesses of crimes to identify colors of cars, clothing, etc. Because LED produce light designed to mimic natural moonlight, colors remain true under the lighting, and police will be able to more accurately make identifications. Gloucester will be choosing fixtures that all contain a controls-ready five-pin receptacle, as required by the grant, which allows the City the opportunity in the future to attach additional technology to the fixtures, including public safety communication and municipal Wi-Fi.

### **Procurement Required and Status**

Before we were able to convert to LED technology, the City needed first to own the streetlights. This step was completed in October 2014 when the City purchased approximately 2,800 streetlights from National Grid for \$1.00. This purchase reduced the City's streetlight electric bill by about \$190,000 through savings in facility costs.

The City hired Peregrine Energy Group to facilitate the purchase. Peregrine provided the analysis of savings associated with streetlight ownership, prepared a bid document for the maintenance contract, and recommended that the City pursue a LED streetlight conversion. Peregrine estimated that a complete LED conversion would save the City approximately \$95,000 in electric costs. Peregrine's final report is included with this application as an attachment. The City was able to contract with Peregrine for their analysis by utilizing a portion of the City's Green Communities designation grant.

Gloucester participated in a LED streetlight group procurement conducted by the Metropolitan Area Planning Council (MAPC) this past fall. Through a very competitive RFQ process, Siemens was selected as the preferred contractor. The group procurement provides Gloucester with many advantages. Gloucester can contract with Siemens directly through the Chapter 25A procurement process, and Siemens will provide the City turnkey services, including the auditing, project scoping, procurement, and installation, as well as obtaining all rebates and incentives. Siemens is also required to guarantee the energy savings from the LED conversion. Gloucester had its project kickoff meeting with Siemens in December, and recently signed an agreement with Siemens to begin the first phase, the Investment Grade Audit. Siemens' RFQ response is included as an attachment.

Siemens' guarantee of the energy savings will be based on an Investment Grade Audit (IGA). The IGA analyzes the existing streetlight system, making sure that all the lights and locations provided by National Grid are accurate, and provides a web-based mapping system for the City. At the end of the IGA, the City will have final pricing for the entire project. Gloucester is currently working with Siemens to set a schedule for the IGA. It should be completed in the next six weeks. The executed IGA agreement is included as an attachment.

Changing the City's lights to LED is technically a modification to the pole license agreement that was executed between the City and National Grid as part of the streetlight purchase. The City is required to put NGRID on notice that the City plans on changing the lights currently attached to each pole. This is done by submitting an A-1 form to National Grid. Mayor Romeo Theken recently signed and submitted this form to National Grid. Mayor Theken and her administration fully support this project. The A-1 form is included as an attachment.

Siemens has committed to an "Open/Open" pricing approach. Based on the preliminary pricing and overhead costs included in Siemens' RFQ, Gloucester expects the entire LED conversion to cost approximately \$1,000,000. The City would have a choice in type of light fixture, and Siemens has provided pricing from three of the best performing and most popular brands, Acuity, Cree, and Leotek (the pricing document from Siemens is included as an attachment). LED fixtures vary slightly in color and light temperature, and Siemens can install sample lights as a demonstration for the City. The City would choose which fixture best fits for the community, and all fixtures would include the control-ready five-pin receptacle, as required by the grant. The fixture choice will occur after the IGA when Siemens provides a complete list of current streetlights and recommended LED conversion fixture with finalized costs. An EMS contract will be

executed at this point between Gloucester and Siemens to officially begin the second phase of the project: procurement and installation.

Siemens was also required to provide a Lease Purchase Financing option in which the City makes lease payments to Siemens over an agreed period of time. At the end of the payment period, Gloucester would officially own the LEDs. An advantage of this option is that the City will use the annual energy savings as payments to Siemens. These savings would come out of an operating budget and would not require the City to issue debt for the project. Gloucester will finance the streetlight project through a lease purchase and has received information from Siemens on rates and terms.

For LED streetlight conversions, National Grid provides an energy reduction rebate for converting streetlights to LED. For Gloucester, the rebate, at a rate of \$0.25 per kwh saved, is estimated to be \$173,000. Under the contract, Siemens would be responsible for working with National Grid to receive the rebate.

### **Project Timeline**

The goal is to have the entire project completed by October 2015. As mentioned, Gloucester has already signed an agreement to have Siemens conduct the IGA. The IGA should be completed by the first week of May.

The project timeline follows:

Dec 2014	Initial meeting with Siemens COMPLETE
Feb-March	Review and sign contract with Siemens COMPLETE, put National Grid on notice COMPLETE, allocate \$44,000 for IGA COMPLETE, GC Application submission COMPLETE
April-May	Investment Grade Audit
May	Finalize scope and pricing, Execute EMS Contract
June	Scheduling installation, potential light testing, and outreach; Green Communities grants are awarded
July-Oct	LED installation

### **Project Team**

The first half of the project, the IGA and final scoping, will be managed by Matt Coogan, the City's Clean Energy Manager. Matt will also be responsible for managing the competitive grant, including all necessary reporting to DOER. The second half of the project, the installation, will be managed by Joe Lucido, Operations Manager for the City's Department of Public Works. Clint Shuckel, Project Manager, is the point of contact and Project Manager from Siemens, and he will also serve as the City's contact with National Grid. Under Mr. Shuckel is David Silver of Siemens Mobility Division, who will serve as the on the ground manager for the installation. The Clean Energy Commission, with Matt Coogan as city staff liaison, has been actively involved in the City's energy reduction plan and fully supports this application and the use of Green Community funds for the LED streetlight conversion project.

### **Education and Outreach**

The City has been working with the Clean Energy Commission to develop this project. The CEC played an active role in the City's Green Community Designation in 2010 and has been the organization responsible for informing the public on the City's energy savings projects. We expect the CEC to continue their outreach during this project. We intend to post information on the City's website and involve local media, including the Gloucester Times and popular local blogs. In addition, Gloucester has several local groups and organizations that are committed to energy reduction and public outreach, and the City and CEC will continue working with these groups for outreach and education.

Collaboration with state agencies has been a key part of Gloucester's success in implementing energy reduction projects and addressing climate change. The City is fortunate to be working closely with the Green Communities Division and is grateful for their technical assistance and financial support. The City is also working with Coastal Zone Management, which awarded the City a \$50,000 to conduct a climate change vulnerability assessment with Kleinfelder and Woods Hole Group. This project will be completed this June and is part of a greater community effort to reduce energy consumption and address climate change.

### **Implementation based on funding**

Over the past several years, Gloucester has committed to completing large scale energy reduction projects. The City has been fortunate to have received Green Communities grant funding that made these projects financially feasible. The Streetlight LED Conversion is a major project that will yield significant energy savings citywide, and the City is looking forward to proceeding with Siemens on executing the project. However, the City cannot afford to proceed with the project without a \$250,000 Green Communities grant. Not only will the grant make this project financially feasible, it will also allow the City to dedicate resources to other much needed capital improvements that will result in additional energy savings. For example, the City needs to finance an oil to gas boiler conversion at the Beaman Middle School, a project that will replace 60 year old equipment and significantly reduce energy consumption. Without the Green Communities funding, the simple payback for the LED project will increase significantly, and the project and other important projects will most likely be delayed until more resources are allocated. Gloucester will have greater difficulty achieving a 20% energy reduction were it not awarded the grant.

**From:** [Pfister, Jane \(ENE\)](#)  
**To:** [Matthew Coogan](#)  
**Cc:** [Sefatia Romeo Theken](#); [Bissette, Joanne \(ENE\)](#)  
**Subject:** GLOUCESTER--Green Communities Competitive Grant Contract Documents  
**Date:** Tuesday, July 14, 2015 4:01:03 PM  
**Attachments:** [gloucester\\_CPT4\\_grant\\_contract.docx](#)  
[Contractor Authorized Signatory Listing.doc](#)  
[EFT\\_FORM.pdf](#)  
[newmass-w9.doc](#)  
**Importance:** High

---

Dear Matt-

Congratulations! The Department of Energy Resources (DOER) Green Communities Division has approved a Competitive Grant award of **\$240,000** to fund:

- \$240,000 Citywide—Streetlight LED Conversion

Please note that, due to the competitive nature of this grant program, **the use of these funds is restricted to the specifically approved projects listed in the contract.**

Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above. Please note also that, due to high response to this solicitation, the Division was in some cases unable to fund the full requests of grantees, which may necessitate additional municipal or other funds to complete certain projects. Because of this, we would like to provide you with the flexibility to shift funds between the individual approved projects above, within the parameters of your overall grant award. The Division believes this flexibility will enable you to maximize the effectiveness of your grant award.

If you anticipate the need to shift funds from one approved project to another, please contact the Green Communities Grant coordinator, Jane Pfister, before proceeding. Likewise, please contact Jane if you anticipate not expending your full grant award due to project cancellation or postponement.

GLOUCESTER may have provided estimated figures for incentives from your gas and/or electricity utility provider. With specific projects identified for funding, DOER asks Gloucester to set up a meeting with your gas and/or electricity utility representative AND your Regional Coordinator to explore available incentives and the process and timing of applications. Your Regional Coordinator will confirm with me that this meeting has taken place. (Contingency #1)

The contract document is attached with three additional files (Contractor Authorized Signatory Listing.doc, EFT\_FORM.pdf, Request for Taxpayer Identification Number and Certification (W-9).doc). These comprise the contract between DOER and the city of Gloucester.

If nothing needs to change on either the W-9 or EFT forms (since Gloucester's previous designation or competitive contract), please confirm that by email. It is the policy of DOER to sign only one original contract, so please send just one original of each signed document or page to me at the address below by July 31th.

I will return a scanned signed contract to you for Gloucester 's records when it has been entered into the state's system and has been assigned a Contract ID number.

Please review these documents carefully. Let me know if you have any questions or propose making changes.

I draw your attention to the following elements in these contract documents to review and consider:

**I. THE STANDARD CONTRACT (page 1)**

- The Anticipated Start Date is **July 8, 2015**, the date of the award of these funds so any obligations incurred after that are eligible to be paid by competitive grant funds for approved project work. Contract End Date is **May 30, 2016**.

**II. COMMONWEALTH TERMS AND CONDITIONS**

- Please fill out Page 2 of 2 completely and return the original page, same Authorized Signature as page one of the Standard Contract.

**VI. ATTACHMENT C – SCOPE OF GRANT AWARD**

- Please review all the contingencies carefully.
- DOER will require documentation of the city having applied for all gas and electric rebates available for eligible energy conservation or efficiency measures. Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.
- Disbursement of Funds schedule; 25%, 50%, and 25% after completion, site inspection, approval of a final grant report.

**VII. ATTACHMENT D – BUDGET**

- Grant funds budgeted over one Fiscal Year 2016. Contact Jane Pfister if this is not acceptable.

Please return **one copy of all signed documents to me by mail by July 31st, 2015** . **That will be a minimum of 5 signed original pages**; standard contract form page 1, Commonwealth Terms and Conditions, page 2, Authorized Signatory Listing, Mass version of W9, and EFT form. I would appreciate an email when they are in the mail so I can look for them.

I look forward to working with you in the future. Please contact me if you have any questions or concerns.

Best regards,  
Jane

**Jane Pfister, Grant Coordinator**  
[jane.pfister@state.ma.us](mailto:jane.pfister@state.ma.us)  
**Green Communities Division**  
Massachusetts Department of Energy Resources  
100 Cambridge Street, Suite 1020, Boston, MA 02114

617-626-1194 direct; 617-727-0030 fax  
[www.mass.gov/doer/](http://www.mass.gov/doer/)



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Visit the Energy Smarts blog: [www.mass.gov/blog/energy](http://www.mass.gov/blog/energy)

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Energy Resources <b>MMARS Department Code:</b>	
<b>Legal Address:</b> (W-9, W-4,T&C): 3 Pond Street, Gloucester, MA 01930		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 1020, Boston, MA 02114	
<b>Contract Manager:</b> Sefatia Romeo Theken		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <a href="mailto:stheken@gloucester-ma.gov">stheken@gloucester-ma.gov</a>		<b>Contract Manager:</b> Jane Pfister	
<b>Phone:</b> 978-281-9700	<b>Fax:</b> 978-281-9738	<b>E-Mail:</b> <a href="mailto:jane.pfister@state.ma.us">jane.pfister@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000192096		<b>Phone:</b> 617-626-1194	<b>Fax:</b> 617-727-0030
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b> PON-ENE-2014-026	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>240,000</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> 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.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <i>This is a grant agreement to provide Green Communities grant funding for energy conservation measures in the following City of Gloucester ("Grantee") municipal facilities: a complete city wide LED streetlight conversion, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.</i>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 8, 2015</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>May 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Sefatia Romeo Theken</u>		Print Name: <u>Stephen A. White</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Chief Financial Officer</u>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

# COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM



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.

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 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.

## PAYMENTS AND PROMPT PAY DISCOUNTS

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

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

## ANTICIPATED START DATE

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

## CONTRACT END DATE

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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



**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 § 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; TJR 05-11; New Independent Contractor Provisions and applicable TIRs.

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

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

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of

Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

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

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

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

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

# COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM



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

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

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

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's



# COMMONWEALTH TERMS AND CONDITIONS

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 published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and

filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

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

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_  
(signature)

Print Name:

Title:

Date:

(Check One):  Organization  Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: \_\_\_\_\_ 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.

### III. Background

1. On January 5, 2015, DOER issued the Green Communities Grant Program Opportunity Notice (PON) PON-ENE-2014-026, (“the PON”) and amended it on February 12 and March 7, 2015. The grant agreement resulting from this process is subject to 815 CMR 2.00 et seq.
2. City of GLOUCESTER (“Grantee”) submitted a response to the PON on or before the March 27, 2015 due date.
3. DOER has selected the Grantee to receive Green Communities Competitive Grant funds for projects described in Grantee’s response to the PON.
4. DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
5. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This Agreement incorporates and makes part hereof certain Attachments and Forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon Attachments and Forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

BACKGROUND

ATTACHEMENT A: GC COMPETITIVE GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. GRANTEE AUTHORIZED SIGNATORY LISTING
2. W-9 FORM
3. EFT

A complete set of documentation on the Green Communities Competitive Grant from the Massachusetts Executive Office of Energy and Environmental Affairs (EEA) for a \$240,000 Green Communities Competitive Grant for the purpose of the City of Gloucester's LED streetlight conversion project are on file in the Office of the City Clerk, and can be viewed during regular business hours, or can be found contained in the City Council Agenda Packet of July 28, 2015 link below:

<http://gloucester-ma.gov/ArchiveCenter/ViewFile/Item/4833>



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

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

Name of Grant: Mass DEP Capital Improvement Planning Grant

Department Applying for Grant: DPW - Water Compliance Office

Agency-Federal or State application is requested from: Mass DEP

Object of the application: Water distribution system improvements engineering

Any match requirements: None

Mayor's approval to proceed: [Signature]  
Signature Date

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

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerk's Certification of Vote to City Auditor: \_\_\_\_\_  
Certification Date

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

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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

**FORM: AUDIT GRANT CHECKLIST - V.1**



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[www.iceni.com/unlock.htm](http://www.iceni.com/unlock.htm)



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

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

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

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

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

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: DPW - Water Compliance Office

ACCOUNT NAME: MassDEP Capital Improvement Plan Grant

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

CFDA # (Required for Federal Grants): N/A

DATE PREPARED: 7/9/2015

APPROVED  
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4____)				
46800	\$7,500.00			\$7,500.00
				\$0.00
				\$0.00
Total:	\$7,500.00	\$0.00	\$0.00	\$7,500.00
EXPENSE (5____)				
58000	\$7,500.00			\$7,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$7,500.00	\$0.00	\$0.00	\$7,500.00

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ONE WINTER STREET, BOSTON, MA 02108 617-292-5500

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lieutenant Governor

IAN A. BOWLES  
Secretary

LAURIE BURT  
Commissioner

May 5, 2011

Mr. Michael B. Hale, Director.  
DPW - Gloucester Water Department  
50 Essex Avenue  
Gloucester, MA 01930

**RE: Notice to Proceed – Capital Improvement Planning Grant  
2011 - CIP -**

Dear Mr. Hale:

We are pleased to inform you that the contract between the Commonwealth of Massachusetts, Department of Environmental Protection and your public water system for the above referenced project has been approved. A copy of the original-signed contract is enclosed.

Please send all correspondence including official notices, progress and other reports relative to this project to: Mr. Patrick E. Rogers, Program Mgr. One Winter Street – 5<sup>th</sup> Floor, Boston, MA 02108. His phone number is (617) 292 - 5658.

We look forward to working with the Gloucester Water Department on this important project.

Sincerely,

Joseph E. Delaney, Deputy Director  
Division of Municipal Services

enclosures



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

DEVAL L. PATRICK  
Governor

TIMOTHY F. MURRAY  
Lieutenant Governor

RICHARD K. EULLIVAN JR.  
Secretary

KENNETH L. KIMMELL  
Commissioner

October 11, 2011

Board of Water Commissioners  
c/o Department of Public Works  
Michael Hale, Director  
28 Poplar Street  
Gloucester, MA 01930

Re: Capital Improvement Plan Grant Program

Dear Director Hale:

The Department of Environmental Protections – Division of Municipal Services (DMS) is in receipt of a capital improvement plan that was submitted by Fay, Spofford and Thorndike Engineers, as required under the referenced grant program (CIP). The CIP program provides monies to public water systems for the purposes of developing a capital improvement plan for their water works system and discussing the adoption of funding these needed improvements on an annual basis.

Based upon our review of the submitted document, DMS offers the following comments:

1. The report outlines needed capital improvements over a multi year time line that reflects detailed overall needs for the Gloucester water works system. Water works system components requiring replacement or rehabilitation are well documented and list needs that include: sources of supply, treatment, storage, pumping projects, and distribution water mains.
2. The report contains comprehensive detail on the distribution systems water mains existing location, type, size, and length and other factors such as water quality and lining. It is advisable that prioritization of water main improvements should be made based upon meeting public health criteria as the primary motivation. Good engineering design practices include the requirement that water main improvements should maximize fire flow needs within the distribution system. The use of public health criteria in water main replacement or rehabilitation projects allows the projects to be rated for potential low interest

This information is available in alternate format. Call Michelle Waters-Ekanem, Diversity Director, at 617-292-5751. TDD# 1-866-539-7622 or 1-517-574-6868  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

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FAY, SPOFFORD &  
THORNDIKE  
5 Burlington Woods  
Burlington, MA 01803  
Toll Free: 800.835.8666  
T: 781.221.1000  
F: 781-229-1115

February 8, 2011

Mr. Lawrence Durkin  
City of Gloucester  
50 Essex Avenue  
Gloucester, MA 01930

**RE: Proposal for Engineering Services  
MADEP Capital Improvement Plan Grant Program  
for Medium and Large Public Water Systems**

Dear Mr. Durkin:

Fay, Spofford & Thorndike, LLC (FST) is pleased to submit this proposal for engineering services to develop a capital improvement plan (CIP) that outlines needed capital improvements over a twenty (20) year time horizon focusing on the water distribution system. This document will allow the City of Gloucester to define short and long term needs to continue to meet public health standards and provide efficient water works system operations and delivery for customers.

#### SCOPE OF SERVICES

In order to complete the water distribution, and security needs sections of the CIP, the level of effort to be performed by FST is outlined below.

- Develop a water main inventory spreadsheet that includes pipeline age, material, size, length of each pipe, year rehabilitated (if applicable), useful life, history of breaks, leaks and customer complaints. Use the master plan and hydraulic model generated in 1999 by FST as a starting point. Review record drawings and maintenance logs related to the distribution system.
- Prioritize water mains to be replaced, rehabilitated or upgraded over a maximum time period of twenty (20) years, that focuses on public health needs. This includes, but is not limited to: water main types, bio films, bacteria outbreaks, breakage, age and useful life, material types, corrosion, taste, color and odor issues, low pressure, tubercles and water quality residence times.
- Provide a time line with estimated costs to repair, rehabilitate or upgrade a prioritized inventory of water main capital projects in a Water Main Improvements Project and CIP Report (WMIP/CIP).
- Prepare a table for each facility on security needs. The spreadsheet will contain information regarding fencing, instrumentation, security cameras, equipment needs,

backup equipment needs, lighting, locks and cyber security (firewalls, SCADA, and CCTV).

- Include in the WMIP/CIP Report to the DEP a prioritized inventory of storage tank capital projects including a time line with costs.

FST will require the help of the City of Gloucester to collect and review record drawings, maintenance logs, customer complaints, tank reports/data, and with the scheduling of CIP projects. The time spent by the City of Gloucester would go towards the in kind service hours required by the grant program.

All work shall be completed by the contract end date of June 30, 2011. At a regularly scheduled City Council meeting in April or early May, an agenda item should include the discussion of potentially adopting a budget line item and/or debt service payments for the annual rehabilitation or replacement of water main. Meeting minutes or other documentation of this discussion must be submitted to the DEP as a requirement of this grant program.

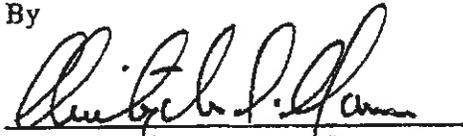
The Lump Sum Fee for Engineering Services is \$7,500. FST will invoice for its work on these engineering services on a monthly basis. Payment of these invoices should be made within 10 days of receipt of the City's first payment of seventy-five percent of the grant award and the final twenty-five percent award. FST will start work immediately upon receipt of authorization to proceed.

We appreciate the opportunity to provide you with a proposal for this important project and are available at your convenience to review the proposal.

Acceptance of this Proposal, by dating and signing in the space provided and returning one copy to FST, shall constitute and Agreement between City of Gloucester and FST for performing the engineering work set forth herein.

We appreciate the opportunity to assist the City. If you have any questions or require any additional information please contact Gina Britton at 781-221-1266.

Very truly yours,  
FAY, SPOFFORD & THORNDIKE  
By

  
Christopher C. Yannoni, P.E.  
Senior Vice President

Approved:  
CITY OF GLOUCESTER  
By

  
MICHAEL B. HALE  
DIRECTOR OF PUBLIC WORKS

# Memorandum

**To:** Mayor Sefatia Romeo Theken  
**From:** Noreen Burke, Public Health Director *NB*  
**CC:** Joan Whitney, Healthy Gloucester Collaborative Director  
Rich Sagall, Chair Gloucester Board of Health  
**Date:** 7/16/2015  
**Re:** Bureau of Substance Abuse Services (BSAS), Substance Abuse Prevention Collaborative (SAPC)

---

Dear Mayor Romeo Theken,

The Gloucester Health Department seeks Mayoral and City Council approval to accept a 3 year Substance Abuse Prevention Collaborative award in the amount of \$300,000. The time period for expenditure of these funds will be from July 1<sup>st</sup> 2015 to June 30<sup>th</sup>, 2018. The maximum obligation for each fiscal year is \$100,000.

Subject to the success of the regional partnership and accomplishing grant deliverables, the funding is expected to have options to renew through June 2022.

The focus of the funding is the prevention and reduction of underage drinking and other drug use in Massachusetts communities. This funding will allow us to expand our successful underage drinking and other drug prevention work to Rockport, Manchester, Essex, and Beverly.

During Year 1 Healthy Gloucester Collaborative staff will lead a regional assessment process among Gloucester, Rockport, Manchester, Essex and Beverly stakeholders that will culminate in the creation of a Regional Strategic Plan to prevent and reduce underage drinking and drug use.

The regional cluster of communities comprises a natural geographic corridor targeting middle and high school age youth and young adults at risk for use of alcohol, marijuana, and prescription pills. Patterns of use begin in middle school with alcohol and marijuana, progress to prescription pills in high school, and continue through youth adulthood where a significant population engages in opioid abuse.

Staff will be available to answer City Council questions.

Thank You.



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

Granting Authority: State  Federal  Other

Name of Grant: Substance Abuse Prevention Collaborative services (SAPC)

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: Massachusetts Department of Public Health, (MDPH), Bureau of Substance Abuse Services (BSAS)

Object of the application: To provide financial support to a group of municipalities including Essex, Rockport, Manchester by the Sea, Beverly and Gloucester to enter into formal, long-term agreements to share resources and coordinate activities with the objective of preventing underage drinking and other drug use. The focus will be on implementing or amending local policy, practice, systems and environmental changes to prevent underage drinking, other drug use and other problem behaviors. This funding will collectively improve the capacity of these municipalities to address these issues.

Any match requirements: No cash match In-Kind Staffing Materials and Equipment match only.

Mayor's approval to proceed: [Signature] 7/22/15  
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

Grant Budget by line item account: \_\_\_\_\_  
\_\_\_\_\_

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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



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

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MONICA BHAREL, MD, MPH  
Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

May 1, 2015

Noreen Burke, Public Health Director  
City of Gloucester  
City Hall Annex, 3 Pond Road  
Gloucester MA 01930

Dear Ms. Burke:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has awarded the City of Gloucester a new contract based upon your response to RFR# 160222 for Substance Abuse Prevention Collaborative services. This contract, #INTF2354M04160222099 will have a maximum obligation of \$100,000.00 and will be effective from July 1, 2015 through June 30, 2016. The maximum obligation of \$100,000.00 will also be in effect from July 1, 2016 through June 30, 2017 and July 1, 2017 through June 30, 2018. This contract has options to be renewed through 2022.

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal government, #4512-9069 (CFDA#93.959). Providers receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

If you have any questions, please contact the Bureau at ( 617 ) 624-5146 or the Purchase of Service Office at ( 617 ) 624-5800.

A handwritten signature in black ink, appearing to read "A. Whiteman", written over a circular stamp or seal.

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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

**RECEIVED**  
JUL 14 2015  
GLOUCESTER HEALTH DEPT

<b>CONTRACTOR LEGAL NAME:</b> City Of Gloucester (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health MMARS Department Code: DPH	
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 9 Dale Ave Ste 9, Gloucester, MA 019303000		<b>Business Mailing Address:</b> 250 Washington Street, Boston, MA 02108	
<b>Contract Manager:</b> Noreen Burke		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> nburke@gloucester-ma.gov		<b>Contract Manager:</b> Sokonthea An	
<b>Phone:</b> 978-282-8016 <b>Fax:</b> 978-281-9729		<b>E-Mail:</b> Sokonthea.An@MassMail.State.MA.US	
<b>Contractor Vendor Code:</b> VC6000192096		<b>Phone:</b> 617-624-6190 <b>Fax:</b> 617-624-5017	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> INTF2354M04160222099	
<b>RFR/Procurement or Other ID Number:</b> 160222			
<p style="text-align: center;"><b>X NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><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)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;"><b>___ CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: __, 20__</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions    <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p><b>COMPENSATION:</b> (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.</p> <p><input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>300,000.00</u></p>			
<p><b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p><b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)</p> <p>Serv. Purchased In Supp. Of Human and Social Serv.</p>			
<p><b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b>.</p> <p><input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01</u>, <u>2015</u>, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b>.</p> <p><input type="checkbox"/> 3. were incurred as of __, 20__ a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p><b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u>, <u>2018</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p><b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b></p> <p>X: <u>[Signature]</u> Date: <u>6.10.15</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Sofia Romeo Thacker</u> Print Title: <u>MAYOR</u></p>		<p><b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b></p> <p>X: <u>[Signature]</u> Date: <u>6/23/2015</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u></p>	

FY: 2016

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

If Federal Funds, CFDA# 93.959

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

**PROGRAM INFORMATION**

<b>Contractor Name:</b> City Of Gloucester	<b>Department Name:</b> Massachusetts Department of Public Health
<b>Program Type:</b> Substance Abuse Prevention Programs	<b>Document ID #:</b> INTF2354M04160222099
<b>Program Name:</b>	<b>UFR Program:</b>
<b>Program Address:</b> 9 Dale Ave Ste 9	<b>MMARS Program Code:</b> 4941
<b>City/State/Zip:</b> Gloucester, MA 019303000	<b>Other Reference Information (Information Purposes Only):</b>
<b>Contact Person:</b> Noreen Burke <b>Telephone:</b> 978-282-8016	<b>Contact Person:</b> Sokonthea An <b>Telephone:</b> 617-624-6190
<b>RFR INFORMATION:</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> RFR Reference # <u>160222</u> <input type="checkbox"/> Legislative exemption <input type="checkbox"/> Emergency <input type="checkbox"/> Collective Purchase <input type="checkbox"/> Interim <input type="checkbox"/> Amendment <b>SCOPE OF SERVICES:</b> <input checked="" type="checkbox"/> Bidders Response Attached <input type="checkbox"/> Description of Services Attached <b>TOTAL ANTICIPATED CONTRACT DURATION:</b> <u>7/1/2015</u> to <u>6/30/2022</u> <b>INITIAL DURATION:</b> <u>7/1/2015</u> to <u>6/30/2018</u> <b>OPTIONS TO RENEW:</b> *****Refer to RFR for options to renew and for years each option*****	

**FISCAL TERMS**

Price is established through: (Check 1, 2, or 3)  <input type="checkbox"/> <b>OPTION 1: PRICE AGREEMENT</b> (list price) \$ _____ Rate Regulation (if any) _____  <input type="checkbox"/> <b>OPTION 2: SUMMARY BUDGET</b> ("T" Lines only) <input type="checkbox"/> Unit Rate <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other _____  <input checked="" type="checkbox"/> <b>OPTION 3: COMPLETED BUDGET</b> <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Unit Rate <input type="checkbox"/> Other _____	<b>FUNDING SUMMARY</b>					
	<b>Prior Years</b>		<b>Current Years</b>		<b>Future Years</b>	
	<b>FY</b>	<b>Amount</b>	<b>FY</b>	<b>Amount</b>	<b>FY</b>	<b>Amount</b>
			2016	\$100,000.00	2017 2018	\$100,000.00 \$100,000.00
	<b>Total:</b>		<b>Total:</b> \$100,000.00		<b>Total:</b> \$200,000.00	
<b>Multi Years Total:</b> \$300,000.00						
<b>Current Max Obligation:</b> \$ _____ <b>Unit Rate:</b> \$ _____ per _____ <b># Billable Units:</b> _____						
<b>Additional Payment or Price Specifications:</b>						

## Scope of Services

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

Contract ID #: City of Gloucester #INTF2354M04160222099

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

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

SEE ATTACHED RFR #160222 RESPONSE FOR

Substance Abuse Prevention Collaborative

### Contract Amendment

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

#### Increase

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

#### Decrease

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

#### Other

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME : City of Gloucester  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192096

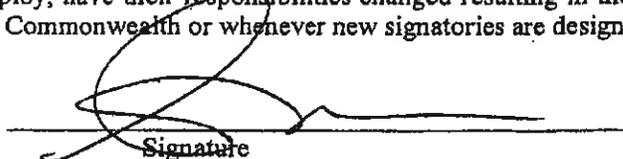
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.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

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: 6.10.2015

Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9738

Email: sromeotheken@gloucester-ma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME : City of Gloucester  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192096

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

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

Title: Mayor, City of Gloucester

X

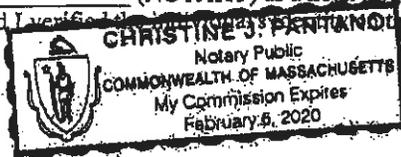
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

June 10, 20 15

My commission expires on: Feb. 6, 2020



AFFIX NOTARY SEAL

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

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

AFFIX CORPORATE SEAL

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC HEALTH**

**FY 2016 SUBCONTRACTOR IDENTIFICATION LIST**

**Vendor Name:** City of Gloucester      **Vendor VC No.:** VC6000192096  
Cape Ann Maritime  
**Program Name:** Consortium      **Contract ID:** INTF2354M04160222099

**Instructions:** Providers/vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors/providers are added or deleted. This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

1. Total Subcontract Dollars\*      \$ 15,250.00

2. Amount of #1 allocated to identified subcontractors (list below):      \$ 15,250.00

Subcontractor Name/Vendor Number	FEIN	Subcontract Amount	Type of Service Provided and Number of Service Units, if applicable
YMCA of the North Shore/Be Healthy Beverly	042105877	7,750.00	To support time, efforts, and costs associated with city participation and implementation of SPF Process.
Town of Essex	046001146	2,500.00	To support time, efforts, and costs associated with town participation and implementation of SPF Process.
Town of Manchester	046001208	2,500.00	To support time, efforts, and costs associated with town participation and implementation of SPF Process.
Town of Rockport	046001282	2,500.00	To support time, efforts, and costs associated with town participation and implementation of SPF Process.
		15,250.00	

3. Amount of #1 not yet allocated to identified subcontractors:      \$ 0

Submitted by:       Date: 6-10-15      Phone: 978-281-9700  
 Provider/Vendor Authorized Signature

Approved by: \_\_\_\_\_      Date: \_\_\_\_\_      Phone: \_\_\_\_\_  
 DPH Program Manager

\* For contracts using Attachment 3, the Program Budget Form, 2 + 3 must = Line 206 of the form.



CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: City of Gloucester, Health Dept.  
 ACCOUNT NAME: Substance Abuse Prevention Collaborative (SAPC)  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A  
 CFDA # (Required for Federal Grants): 93.959  
 DATE PREPARED: 7/14/2015

APPROVED  
 AMENDED BUDGET  
 (IF APPLICABLE)

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
45800	\$100,000.00			\$100,000.00
				\$0.00
				\$0.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00
EXPENSE (5_____)				
51100	\$41,739.97			\$41,739.97
51250	\$15,007.55			\$15,007.55
51720	\$955.67			\$955.67
51740	\$2.62			\$2.62
51750	\$5,379.76			\$5,379.76
51840	\$692.86			\$692.86
51860	\$4,300.53			\$4,300.53
52000	\$27,716.74			\$27,716.74
54000	\$1,800.00			\$1,800.00
57000	\$1,225.00			\$1,225.00
57100	\$1,179.30			\$1,179.30
57110				\$0.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00

DEPARTMENT HEAD SIGNATURE Noreen Burke

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_



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



Memorandum

**TO:** Mayor Romeo Theken  
**FR:** Fire Chief Eric Smith  
**RE:** SBT  
**DT:** 7/20/15

Mayor Romeo Theken,

I respectfully request you approve and place the attached request on the Mayors report to City Council. This SBT is required to move this funding from ordinary to personnel expense so the payment is properly made and charged accordingly as a stipend not a reimbursement.

Best regards,

Eric L. Smith  
Fire Chief



PROPERTY OWNERS PETITION FORM

CITY CLERK  
GLOUCESTER, MA

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

Starknaught Heights

15 JUL 23 AM 10:01

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

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

PROPERTY OWNERS PETITION FORM

CITY CLERK  
GLOUCESTER, MA

15 JUL 23 AM 10:01

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

Starknaught Heights

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

NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
Kelly Shriver	25 Starknaught Hts	781-704-6915		
John Stempeck	9 Starknaught Hts	617-571-0369		
John E. Murray	33 Starknaught Hts	617-767-7852		
Barbara Morrison	13A Starknaught Hts	781-258-3965		
Richard J. Scyall	35 Starknaught Hts	978-282-3268		
Quince P. Gatchell	19A Starknaught Hts.	978-281-0259		
+ Richard A. Aiken	11 Starknaught Hts	978-283-3338		
David Halverson	32 Starknaught Hts	978-491-9757		
Kevin Noonan	31 Starknaught Hts	978-281-1104		
Alan Boneray	6 Starknaught Hts	978-943-1378		
Mary Golden Moody	23B Starknaught Hts	978-304-9232		
Stacey Dexter	26 Starknaught Hts	(978) 325-3520		
Steve Sjida	22 STARKNAUGHT HTS	978-281-7238		
Don Salanke	6A Starknaught Hts	281-2309		
Barry Trock	3 STARKNAUGHT HTS	978-430-2483		
Nancy M. Jabba	7 Starknaught Hts.	(978) 283-8735		
Margaret T. Benedict	10 Starknaught Hts	978-283-7809		
Lise Whitche	15 STARKNAUGHT HTS.			

PROPERTY OWNERS PETITION FORM

CITY CLERK  
GLOUCESTER, MA

15 JUL 23 AM 10:01

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

Starknaught Heights

a private way which has been opened to the public for at least six (6) years, request the City of Gloucester to repair said road using the full powers vested with the City.

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

NAME ADDRESS PHONE FRONTAGE MAP AND LOT

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





PROPERTY OWNERS PETITION FORM

CITY CLERK  
GLOUCESTER, MA

We, the undersigned, being the owners of property having frontage on <sup>15 JUL 23 AM 10:01</sup>

JOSEPHS

a private way which has been opened to the public for at least six (6) years, request the City of Gloucester to repair said road using the full powers vested with the City.

We agree to provide all easements, rights of way, designs, permits and legal certifications necessary for the said improvements. The cost resulting from the improvements to be carried out are described in Section 21-83, "Funding for approved Construction and Repair". Code of Ordinances. The full cost of this project is understood to be not in excess of \$41,000.

NAME ADDRESS PHONE FRONTAGE MAP AND LOT

Juan Caravaggio	8 Josephs	291-4761		
Donald Fox	12 Josephs Way	978-283-4966		
Donald Fox	3 Josephs Way	978-283-4966		
Rathbone Limore	6 Josephs Way	<del>978-283-2413</del> 978-283-2348		
Margaret Benedict	10 St. Michaels abuts JOS. WAY	978-283-7707		
<del>Thomas S. W.</del>	10 Josephs Way	978-283-8526		
Russell Reston				

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

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

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

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

*Private ways.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. of 11-18-1980, § 7)