City of Gloucester

Office of the Purchasing Agent
City Hall, 9 Dale Avenue
Gloucester, MA 01930
Telephone 978 281-9710 Fax 978 281-8763
www.gloucester-ma.gov

Request for Proposals #11204
Lease and Development
of
65 Rogers Street

1.82 acre Waterfront Site
Designated Port Area
Gloucester, MA 01930

RFP Available to Proposers	October 12, 2011
RFP Deadline for Submission and Opening Date:	February 8, 2012

INFORMATIONAL ONLY

TABLE OF CONTENTS

Request for Proposals for the Lease and Development of 65 Rogers Street

I. Newspaper Advertisement 3
II. Introduction 4
III. Site Location and Description 5
IV. Development Objectives 6
V. Maritime Use - Zoning and Chapter 91 9
VI. Development Parameters 10
VII. RFP Submission Requirements 11
VIII. Selection Process 16
IX. Terms and Conditions 19

Exhibit A Disclosure of Beneficial Interest Statement 22
Exhibit B Tax Compliance & Attestation Statement 23
Exhibit C Certificate of Non Collusion 23
Exhibit D Hazardous Material Release 23
Exhibit F Qualification & Proposal Information 24
Exhibit G Assessor's Information 25

Appendix A Executive Summary, Summary Appraisal Report, Shuka Associates, Inc, Beverly MA, September 24, 2009.
Appendix B Site Plans: 65 and 65R Rogers Street
Appendix C Land Parcel Map of Inner Harbor: DPA and MI zones
Appendix D Summary of Water-dependent-industrial uses in DPAs
Appendix E Comment from the city's Waterways Board on dockage for The Property

Links to the following plans may be found at www.gloucester-ma.gov, Community Development Department page, Harbor Planning and Development.

2009 Approved Harbor and DPA Master Plan

2010 Harbor Economic Development Plan

Under Idea Development: Schematic Designs and Meeting Minutes

2008 Community Values Statement that guides development on the harbor

INFORMATIONAL ONLY

PART I NEWSPAPER ADVERTISING

To: Cape Ann Beacon
From: Donna Compton, Purchasing Agent
Date: October 3, 2011

Please run this ad on Friday, October 14, 2011

CITY OF GLOUCESTER
REQUEST FOR PROPOSALS #11204

The City of Gloucester solicits proposals for the long-term lease of 65 Rogers Street, a 1.82 acre parcel on the city's inner harbor, in the historic heart of the fishing industry and one block from Main Street and the Civic Center District. The City seeks development that contributes to the ongoing public investment in creating a downtown harbor destination and enhancing the growth of Gloucester's unique waterfront industrial economy. The Mayor and the City Council have declared this city-owned property available for disposition by lease. The City seeks a development of the property for Lease subject to the terms and conditions contained in the RFP. The RFP will be available at the Office of the Purchasing Agent on **October 12, 2011.** Proposals must be received at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than February 8, 2012 @ 11:00 am**.** The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, MA.

Donna Compton
Purchasing Agent

Central Register for 30 days

INFORMATIONAL ONLY

Part II Introduction

The City of Gloucester ("the City") is pleased to offer this Request for Proposals for the long term lease and development of 65 Rogers Street, herein referred to as "The Property" and commonly known as I4-C2 located on the waterfront in the heart of Gloucester's harbor and fishing economy and one and two blocks from the Main Street Historic District and the Civic Center District.

Under the urban renewal program of the 1960s, the Gloucester Housing Authority acquired the C-2 parcel from the Frank E. Davis Fish Company (a provider of mail-order fish) and the I-4 parcel from Quincy Market Cold Storage and Warehouse Company. A proposed hotel development in the 1970s stalled during the economic recession. In the 1980s, the Gloucester Redevelopment Authority entered into an agreement with a developer for a hotel, conference and retail development to be named Gloucester Landing. Although the project won local and state approvals, the state's waterway's license was overturned on appeal.

The property is in the Designated Port Area (DPA) governed by state regulations designed to protect the industrial nature of the port. These regulations do not permit any residential and hotel uses on this property. In the *2009 Harbor and DPA Master Plan*, the City was able to achieve new flexibility that increased from 25% to 50% the allowable supporting commercial uses, but water-dependent industrial uses must still be an integral part of any development and occupy a minimum of 50% of the site.

The City has undertaken significant pre-development planning to provide guidance and community support for potential developers of the site. In 2008 and 2009 the City held public meetings resulting in a consensus for forward direction to a 21st century port as expressed in its state-approved *2009 Harbor Plan and Designated Port Area Master Plan*. Building upon that work, the City then commissioned the *2010 Harbor Economic Development Plan* that lays out the three fundamental legs of the port economy: the fishing industry, the visitor-based industry, and the emerging maritime economies.

A community consensus supports fishing, tourism, and the broader maritime economies, and is fueling emerging redevelopment opportunities in the port. Ocean Alliance, an internationally recognized research organization, is in the midst of a $10 million renovation and restoration of the historic Paint Factory that is viewed directly from The Property. The Maritime Heritage Center on Harbor Loop is a short walk from this property, and brings both research and educational programs as well as public lectures and festivals to the waterfront. In spring 2011, the Cape Ann Brewing Company invested $1 million to open a local brewery and pub with outdoor seating. The Property is ideally placed between these redevelopments. The Property is centrally located on the Harborwalk that is currently being designed and built with $1.2 million investment by the State Seaport Bond funding. Cruiseport Gloucester opened in 2006 a little further down Rogers Street, and offers two function halls as well as the Seaport Grille. Cruiseport Gloucester has booked twenty-two cruise ship visits for the 2011 season.

To assist the community and the future developer of The Property to envision the development potential of this property, the City sponsored a Schematic Design Process over the past year. Twenty-two citizen and design teams responded with schematic designs that informed the community discussion about what is allowed to be built on the site, and how this prominent site could best be used to promote economic vitality on the harbor and in the downtown. The Development Objectives contained in this RFP are directly derived from the ideas and discussions from this process. Both the presentations and minutes from the review meetings are available on the City website.

This RFP is being offered in order to solicit proposals from all interested parties, who have the ability to undertake the development of The Property as described herein and complete such development without undue delay. The RFP is designed to inform interested parties about City's objectives with respect to The Property and to guide prospective developers in the preparation and submission of development proposals.

The City anticipates that the ongoing public investment in creating a downtown harbor destination while enhancing the growth of vibrancy of Gloucester's maritime industrial economy will contribute to a development that will achieve the productive reuse of The Property.

INFORMATIONAL ONLY

III. Site Location and Description

The Property (also known as I4C2) is located in Gloucester's inner harbor on a small protected embayment locally known as Harbor Cove. The site contains 1.819 acres of land positioned between Rogers Street and the City's commercial marina at 65R Rogers Street.

The entire parcel is located in, and regulated by, local Marine Industrial (MI) Zoning, as well as the state's Designated Port Area (DPA). Both land use regulations permit commercial and industrial uses while prohibiting any residential (including hotel or any variation thereof). In addition, the DPA requires at least half of the square footage of any development to be for water dependent industrial uses.

The waterside is the City's commercial marina called 65R Rogers Street at which the City manages 13 docks leased primarily to lobster boats. The dockage is accessed and supported by a 200' wooden wharf with two piers built in 1983. The City has the ability to expand the piers and could provide as many as eight additional 42' slips for uses consistent and compatible with the current commercial fishing use. Development proposals may include stated needs for dockage to support upland uses of the property. It is anticipated that the project's dockage needs, if any, would be accomodated by means of an agreement with the City as negotiated with the Waterways Board and requiring approval of such Board.

The land side of the parcel has over 400 feet of frontage along Rogers Street. The downtown and civic center districts are located immediately adjacent to the harbor (MI) district with a lively and diverse mix of office, restaurant, retail, service, entertainment and cultural uses. The Property faces both out to the harbor and across to the historic Paint Factory at the entrance to the Inner Harbor and up to downtown shopping and entertainment. It is a short walk from the Maritime Heritage Center, the Whale Watch and Schooner cruises, pubs and restaurants. It is also in the heart of fishing activity for the City. The westerly side of Harbor Cove is home to Intershell Seafood, Mortillaro Lobster Co., Cape Pond Ice Co., and Ocean Crest Seafoods. Draggers, Gillnetters, and lobster boats jostle for space around the Cove.

Over the years, the City, its agents and its tenants have undertaken environmental and engineering studies of the condition of the property. These studies have not revealed significant environmental problems, but the City makes no representation as to the actual environmental condition of the property.

- **Site Layout:** The parcel extends from Rogers Street to the City-owned wharf and piers that are a commercial marina for 13 fishing boats. The majority of the site is at an average elevation approximately 10' below street level.
- **Site Dockage:** Development proposals may include stated needs for dockage to support upland uses of the property. A license for said dockage would be negotiated with the City's Waterways Board, and require approval of such Board.
- **Access to Route 128** 0.8 miles
- **Access to Train** 0.4 miles (7 minute walk). 65 minute train ride to Boston.
- **Water Service:** city water. 20" line.
- **Sewer Service** city sewer. 27" gravity line.
- **Site Provisions Authorized Users** Project shall provide vehicular and pedestrian passage for authorized users that will allow safe and reasonable access over The Property to 65R Rogers Street (wharf and piers). Authorized users shall also have the right to temporarily park their vehicles adjacent to 65R Rogers Street for the purpose of loading and unloading said vehicles.
- **Site Provisions Public** Project shall provide for pedestrian access across The Property from Rogers Street to the wharf. Said access should be consistent with the intent of providing continuous connection of the harborwalk.
- **Site Provisions Utilities** Project shall provide for the City's rights re installation, repair, replacement, maintenance and use of utilities for 65R Rogers Street.

INFORMATIONAL ONLY

IV. Development Objectives

The City is committed to ensuring that the Gloucester Designated Port Area maximizes its potential both to support its established fishing and visitor-based industries, and to promote the growth of a wider maritime economy that builds upon the port assets. Consistent with the environmental and land use requirements of Chapter 91 (Mass. General Law c.30 s. 61), the developer selected as part of this RFP process will be required to develop uses for The Property which meet the requirements of the state's Designated Port Areas, as modified by the City's DPA Master Plan which allows a greater amount (50%) of supporting commercial uses to create flexibility of mixed commercial uses that are characteristic of the waterfront.

About the Schematic Design Process:

To assist and support development, the City has sponsored a Schematic Design Process whereby both professionals and nonprofessionals developed designs that were put before the public in a series of presentations. The Development Objectives herein are derived from these public discussions and are intended to help a developer create a proposal consistent with deep community support.

From the twenty-two submitted Schematic Designs, and subsequent public meetings and comment, the City herein sets forth seven development objectives by which responses to this RFP will be evaluated. The schematic designs are for reference purposes only. This RFP may reference schematic designs when such references clarify a point. The City has no intention of "selecting" a design or proposal other than from a formal response to this RFP.

Development Objectives to Guide Development:

1. Generating Revenue

The City seeks development that best maximizes financial return to the City. Given its highly visible and attractive location on the waterfront, this property has great value in its ability to attract activity. The City requires direct return in the form of tax and/or lease payments and from the project's effect on surrounding property redevelopment opportunities and the local economy.

2. Strengthening the Waterfront Economy

The City's 2010 Economic Development Plan identifies three legs of the harbor economy: fishing industry, visitor-based industry, and maritime economy. The Property is ideally suited for a mixed redevelopment that is responsive in some way to each of these areas.

Potential Uses include, but are not limited to:

Fishing: The present and future needs and usages of The Property by the commercial fishing fleet should continue to be met. Proposals aimed at enhancing and strengthening the fisheries will be favorably viewed.

Specific needs are to increase and or enhance existing dockage, preserve unobstructed commercial access and parking for the wharf, trap and/or gear storage.

Visitor-based: Visitors are expected to be attracted by ways to interface with the working waterfront, including access, observation, and educational opportunities. The strong creative economy (represented by a diverse base of 2000 artists and arts and cultural organizations) can be a draw if space is created where such activity can take place. If space were available for community boating activity, that too would be an appropriate use of the property. This would be a supporting commercial use, not a water-dependent industrial use. Waterside activity from expanded dockage is envisioned to include all available uses within the DPA, but not limited to, attractions such as heritage boats, commercial passenger vessels such as commuter boats, ferries, cruise ships, whale watch and charter fishing boats, water taxis, shuttles and/or launches to take boaters out to moorings, dinghy docks, and facilities for boaters. These activities should not impinge on existing uses which requires developers to study the existing work flows, usages and rhythms.

Maritime Economy: The City seeks to expand its maritime economy base. Generally the focus is on research and development, whether it be the study of ocean genomes, or the study of gear and technology. These have synergy with the fishing industry and existing knowledge base. Research and entrepreneurial business are often mentioned as tenants. Multi-use centers might have shared facilities like lecture halls or test tanks. Most research and development is seen as having an educational component, consistent with this property's ability to attract significant numbers of visitors. Specific maritime training or marine trade education would also be appropriate uses.

INFORMATIONAL ONLY

Ideas for potential new maritime uses have included:

Test Centers with current or wave modeling tanks
Boat building – especially innovative energy-efficient design & modeling
Marine biological research laboratories
Saltwater fish hatcheries
Aquariums

Many of the uses in this category are eligible only as supporting commercial uses, not water-dependent industrial uses.

A complete overview of the DPA program and its intent is given in Appendix G. For specific questions, Kathryn Glenn, Northeast Regional Coordinator, MA Coastal Zone Management, is available at 978-281-3972, with an office on the State Fish Pier, Gloucester, MA.

3. Public Spaces

The property should be welcoming from both the street and water. The property should provide public restrooms, a location for visitor information, and shower and laundry services for boaters.

Development should be mindful of public spaces: in materials used and in allowance for multi-purpose programming. The art and music entertainment resources are strong in Gloucester. Development should consider the potential for space that can be accessed by the public and used for events "as needed" for exhibitions, performances, etc. or in collaboration with the owners.

4. Design

The city will consider the preservation of sight lines and view corridors through the property, proportion of development and compatibility and connection to abutting properties. The development should carefully consider public space and integrating the newly developed harbor walk into the plan. Interior mall spaces seemed somewhat foreign to the look and feel of Gloucester and the intent of creating a coherent flow between downtown, I4C2 and the rest of the waterfront. The downtown model is one of single storefronts and closely proximate uses fronting on exterior spaces. It was noted that wide open spaces can be windy and cold on the waterfront, and that shelter and buildings can break the wind and create sunny corners. Many schematic designs were well-received and can provide guidance to a developer.

5. Parking and Traffic Considerations

Re-use of The Property will likely create significant additional parking demand.

Many design proposals included on-site parking, as it would be partially hidden by the grade change and the feeling that parking is one of the only uses appropriate at such a low elevation near the water.

Some design proposals only included limited parking. These proponents pointed out that extensive parking might not be the highest and best use for a waterfront location. If a garage were developed one or two blocks back from the water that allowed for full day parking, easy car access to the Rogers Street area for shorter trips would be maintained as well as a more attractive environment for the desired heightened use of this area by foot traffic. Special consideration will be given for proposals that allow for redevelopment options on other parcels perhaps more appropriate for parking and encourage pedestrian access and discourage non-essential automobile traffic as this is a highly congested traffic area prone to seasonal gridlock.

6. Dockage

The wharf, piers and dockage at 65R Rogers Street are managed by the City's Waterways Board. There are 13 fishing boats that rent the dockage. Lobster traps are allowed to be stored on the wharf during the off-season from September 15 to May 15 each year. Access and temporary parking for the dockage is, and will continue to be, on the upland portion of the property.

The Waterways Board does not expect to make available existing dockage for the upland needs of the property. Since the redrawing of the Harbor Line in 2004, however, the Board has the right to extend the piers to the new line. If the piers were extended to the maximum permissible extent, approximately 8 new 42' docks could be created for uses consistent and compatible with the current commercial fishing use. Comments on this RFP from the Waterways Board are included herein as Appendix E.

Development proposals may include stated needs for dockage to support upland uses of the property.

INFORMATIONAL ONLY

7. Special consideration

Special consideration will be given to proposals that include:

- Emerging innovative technologies.
- Green building, site design principles, and environmental ecology of site.
  The City is a state-designated Green Community and has adopted the Green Building Stretch Code.
- Redevelopment of additional nearby sites
- Future phased expansion
- Design that draws upon the City's heritage and is consistent with the materials used in existing marine industrial structures.

INFORMATIONAL ONLY

V. Regulatory Requirements: Zoning and Chapter 91

Land uses at The Property are subject to the provisions of both the City 's Zoning Ordinance, as well as the Commonwealth of Massachusetts' Chapter 91 program. As a Designated Port Area ("DPA") under Mass Chapter 91, both the land and water resources in Gloucester's Inner Harbor are reserved primarily for water dependent industrial uses.

The Marine Industrial (MI) district, City of Gloucester Zoning Ordinance

The Property is entirely within the Marine Industrial zoning district, as is most of the land surrounding Gloucester's Inner Harbor (See Appendix C.) In this district, dimensional requirements are the following:

Minimum Lot Size:	none
Minimum Lot Width:	0 feet
Minimum Frontage:	0 feet
Minimum Front Yard:	10 feet
Minimum Rear Yard:	No setback

Minimum Side Yard: 1 side lot line must be a distance equal to one third of the building height, but not less than 10 feet

Maximum Building Height: 40 feet. Per footnote 3.2.3, height exceptions are not permitted.

A mixed use proposal that exceeds 10,000 s.f. of building area will likely meet the definition of a Shopping Center (Section VI of local Zoning Ordinance) and therefore be a Major Project (Section 5.7 of local Zoning Ordinance) requiring a Special Permit from the City Council. A Lowlands Special Permit from City Council and a Site Plan Approval from Planning Board are required. These permits may be applied for coincidentally to streamline permitting for the applicant. An Order of Conditions from the Gloucester Conservation Commission will also be required for the property. Other uses also require a special permit from the permit granting authority. Please refer to the Zoning Use Tables, Section 2.3, of the City of Gloucester Zoning Ordinance found on the city's website: www.gloucester-ma.gov "Essential Documents." Refer to column for "MI."

Chapter 91 and Designated Port Area regulations

The Property is entirely within the Designated Port Area.

Although The Property is locally zoned Marine Industrial, which allows a wide variety of industrial uses, including general industrial, office, and commercial uses, allowable uses for the site are more precisely defined by state regulation governing allowable uses in the Designated Port Area.

In December 2009, the City received approval for its "2009 Harbor Plan and Designated Port Area Master Plan" from the Massachusetts' Executive Office of Energy and Environmental Affairs (EOEEA). The purpose of the Master Plan was to document the City's 's planned development consistent with the guidelines and restrictions of the DPA.

Key DPA regulations (as refined by the Harbor Plan), are as follows:

1. Water-dependent industrial uses (including commercial fishing and fish processing facilities, harbor cruise and ocean-going cruise terminals, boatyards and other facilities related to the construction, serving, maintenance, repair or storage of vessels or other marine structures, and other industrial or infrastructure facilities which cannot reasonably be located at an inland site) must occur on fifty percent (50%) or more of the total area of a Designed Port Area.

2. Commercial and industrial uses are allowed as "Supporting DPA Uses" with the following limitations:

- no more than 50% of a DPA project site may be in such non-water-dependent uses;
- there must be a direct economic or operational support to water-dependent industrial uses;
- apartments/condominiums, hotels/motels are explicitly prohibited, and
- recreational boating may only be accommodated on temporary (chapter 10A) floats that may be licensed annually by the Harbormaster.

Proposers should carefully review these restrictions. Development will require a Chapter 91 license from the Department of Environmental Protection, Waterways.

INFORMATIONAL ONLY

VI. Development Parameters

- The proposed development will be consistent will all existing state and city land use regulations and with the City's 2009 Harbor Plan and Designated Port Area Master Plan.
- The wharf and piers at 65R Rogers Street will continue to be owned by the City and managed by the City's Waterways Board. Permanent easements across the Property for the authorized users of the wharf and piers will be required as described in Section III of this RFP: Site location and description.
- The project must accommodate the harborwalk within the development.
    - The segment connecting the waterfront with Rogers Street may be relocated from its current temporary layout through the center of the property, but must retain the connectivity of the walk and clearly be identifiable as part of the harbor walk.
    - The segment of the harborwalk that accesses the wharf on the westerly side of the property is considered a permanent installation and should be preserved.
- The developer is encouraged to review the design sketches submitted as part of the Schematic Design process hosted by the City the past winter. These are available on the City website. Many of the designers invested significant time and expertise in developing high quality arrangement of uses on the site and the ideas and insights contained in some of these designs could be of assistance to the proposer.
- Sustainable Development and Green Building strategies should be guiding principles for new construction. The proposal should describe all the approaches to Sustainable Development and Green Design and Construction.
- The use of construction materials of good quality, resistant to the action of marine elements, is strongly recommended.
- A consistent signage design approach should be employed to City of Gloucester standards. This signage should clearly indicate locations where public access is restricted for safety or security reasons.
- Outdoor Lighting must be compliant with Section 5-4, Outdoor illumination standards, in the City's Code of Ordinances.
- Landscaping is encouraged in locations along public access ways. Plant materials should be chosen that are tolerant of a marine environment. All plantings must be maintained in good condition by the developer/leaseholder.
- Public access ways should be designed to be safe and attractive, with safety crossing signs at points of potential conflict with vehicular traffic or marine industrial operations.

INFORMATIONAL ONLY

VII. RFP Submission Requirements

Overview:

1. The submittal must be formatted as a single bound volume. Provide one original plus ten (10) copies.

All proposals must be submitted in a sealed package clearly labeled with the following:

TITLE: "Proposal for Disposition of 65 Rogers Street #11204"
FROM: Name and address of Proposer(s)
TO: City of Gloucester
Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA 01930
DUE: **11 a.m. on February 8, 2012**

No submittals will be accepted after said time and date.

2. All proposals must contain the following:

A. Cover Page

B. Table of Contents

C. Description of Development Entity

D. Description of Development Team

E. Development Concept

F. Summary of Relevant Projects

G. Other Factors

H. References

Exhibit B, Tax Compliance & Attestation Statement

Exhibit C, Certificate of Non Collusion

Exhibit D, Hazardous Material Release

Exhibit F, Qualifications & Proposal Information

The City is not obligated to evaluate incomplete submittals or to accept additional and supplemental materials, however, it may choose to do so. All submittals should be concise and address The City 's goals and criteria contained in this RFP.

3. Deposit All Proposers must submit a deposit in the form of a certified bank check in the amount of **$10,000** as part of their proposal. The check should be made out to the City of Gloucester. If the City enters into a Lease with the Proposer, the Proposer's deposit will be nonrefundable upon the signing of the lease and will be applied to the its initial lease payment. A deposit received from a Proposer that is not accepted will be returned to the Proposer within five (5) business days after the Ciy has determined such proposal to not be successful.

4. Conditions of Property Lease to the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in-force and applicable to said parcels.

Over the years, the City , its agents and its tenants have undertaken environmental and engineering studies of the condition of The Property and its facilities. These studies may provide valuable context for further analysis, but should not be relied upon by the development entity in applications for local, state or federal development approvals or in preparation of its development and construction cost estimates or plans. Under the terms of the lease the lessee will be solely responsible for management and cost of any environmental and engineering studies that will have been prepared as part of such applications. In addition, any and all cost, including but not limited to environmental remediation, due to known or unknown conditions, including, but not limited to any and all contamination as defined by local, state and federal laws and /or agencies, currently known or unknown to the the City, the designated developer or any other individual at the project site, will be absorbed and paid for solely by the designated developer. The designated developer will release, indemnify, and hold harmless the City from any and all obligations it may have in regard to or claims that may arise from any known or unknown conditions at the project site as stated herein.

INFORMATIONAL ONLY

5. Permits and Approvals

The designated developer will be solely responsible for securing any and all of the federal, state and local permits, licenses, and approvals required of the proposed development. The parcel will be leased to the developer in "as-is" condition.

6. Addendum

Any addendum to the RFP will be sent by mail, or fax, or email to those proposers who have registered with the Office of the Purchasing Director and received a copy of the RFP. The City will not be responsible for notifying anyone who received a copy of the RFP from any other source. If it is not possible to notify all parties who received an RFP prior to the deadline for submission, the City reserves the right to extend the deadline for submission through proper notice.

The City of Gloucester will be holding an Economic Development Summit on November 15 ˜ 16, 2011, it may issue an addendum to this RFP shortly thereafter to reflect the results of that meeting.

DESCRIPTION OF SUBMITTAL REQUIREMENTS

The City will be evaluating all Proposals to qualify them as being responsible and responsive to the requirements of the RFP. The following subsections outline the specific materials to be included and the issues to be addressed by submittals provided in response to this RFP. All Proposals ***must include*** the following elements to be considered responsive.

A. Cover Page

The cover Page should include the following information.

Title of RFP
Proposer/Name of Firm
Business Address
Business Phone
Facsimile Phone
Website
Email Address
Contact Person

Any further correspondence by the City to the Proposer, for the purposes of this RFP, will be addressed to the Proposer's "Contact Person" at the address, phone number, facsimile, email address submitted by the Proposer in this section.

B. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

C. Description of the Operating/Development Entity *(submit Exhibit F)*

The Proposer shall include the name and a description of the legal entity that would serve as the developer and be party to the Lease with the City . The Proposer shall also provide the names and addresses of all persons and entities having a financial interest in the proposed development and their roles in the project and the proposing entity. For joint ventures, the Proposer must summarize the actual or proposed amount of financial participation and control of each party within the partnership. If the entity is a subsidiary of, or otherwise affiliated with another organization, the Proposer shall indicate such relationship. The Proposer shall also list all proposed tenants and third-party operators of the development.

D. Description of the Operating/Development Team

The Proposer shall identify all participants in the operating/development team (both employees of the operating/development entity, as well as third party consultants), including any real estate brokerage firms working on behalf of the Proposer and including those members responsible for any building design, landscape and site design, engineering, environmental and other permitting, legal and financial analysis, and community relations. In

INFORMATIONAL ONLY

identifying the operating/development team, the Proposer should include a brief profile for each participating firm, as well as, the resumes of the key personnel, who would be assigned to the project. The Proposer should also identify any proposed lending institutions that may participate in the proposed development.

The City will not be responsible for any brokerage fees in connection with this RFP.

The Proposer shall submit an organizational chart showing all team members, the responsibility of each team member, and the proposed interrelationships of the team with City . The Proposer shall also identify any prior relations with City for each individual team members or firms, members of its Board or its officers. The City reserves the right, in its sole discretion, to request additional information from any member of the development team to determine potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to such conflict.

E. Development Concept

1. **Description –** a narrative description of the development that includes:

- Characterization of the development in terms of uses, target markets, industry sectors, potential or committed tenants (including level of interest or commitment), design style, quality level, or other that would give the City a better understanding of the character of the project;
- How the development meets and furthers the Development Objectives described in Section IV.
- How the development meets the Regulatory Requirements decribed in Section V.
- How the development meets the "Development Parameters" outlined in Section VI.
- Preliminary parking analysis and proposal in terms of number of spaces required to satisfy project's needs, based on zoning and market demand, estimates of shared use, if any, number of spaces supplied; any public or off-site spaces proposed, and management and pricing strategy;

2. **Supporting documentation** should include:

- A scaled concept site plan showing the location of each different type of use, as well as the location and nature of the vehicular and pedestrian circulation and public access features of the proposed development. Any proposed site plans for The Property must provide unrestricted access to lessors of the commercial dockage for the property and to the public along a continuous connection to the Harbor Walk.
- Program in terms of mix of uses and the gross and net square feet in total and for each use, number of parking spaces, as well as other indices of size (e.g. number of seats), as appropriate to describe the specific uses; If project is to be phased and/or includes development of properties other than the property offered in this RFP, provide above information for each phase and/or site.
- Additional plans, elevations, and sections as may be required to understand the organization of the building(s) and the site*. All plans should be in 11"x17" format.*
- Written and graphic material to convey compliance with the design and development guidelines.
- Description of the major materials to be used for exterior facades and the major public outdoor spaces.

3. **Management and Schedule of Performance**

- Preconditions for development of the proposed project (or phases thereof).
- Schedule of Performance for project implementation including preconstruction, marketing, financing and construction. To facilitate comparative evaluation by the City, proposers should assume an executed Pre-development Agreement as of March 15, 2012.
- A narrative description of the nature of the improvements that will be necessary at the site to attract the proposed use(s).
- The organization's approach to developing, maintaining, and managing the proposed project.

INFORMATIONAL ONLY

4. Market and Financial Analysis Plan

- Development cost budget, detailing all major categories of hard and soft costs.
- Financing assumptions for construction and operating periods.
- Sources and uses of funds.
- Cash flow analysis during development period.
- Cash flow analysis detailing projected income and expenses and net cash flow after debt for ten years of operation beginning upon project completion, and
- Market analysis

The bases and assumptions for estimates in the above analyses should be clearly presented and should also reflect the lease and any other payments specified in the Financial Proposal.

F. Financial Submittal

Proposals must contain an offer to lease the property.

Financial Proposals must include an offer of Minimum Guaranteed Rent and are encouraged to include an offer of Participation Rent. These are defined as follows:

- Pre-Possession Payments and Construction Period Rent – These should conform to the parameters in Section VIII.3 and IX.A.

- Minimum Guaranteed Rent – The annual rent that the Proposer offers to pay to the City. Minimum rent should escalate over time based upon the Consumer Price Index or other mutually agreed-upon method of adjustment. For the purposes of the evaluation, Minimum Guaranteed Rent will be given higher weight than Participation Rent.

- Participation Rent – The Proposer is encouraged to offer Participation Rent. Participation Rent is rent to be paid in addition to Minimum Rent and is based on a percentage of the project's annual gross revenues, or above certain thresholds of gross revenue,and/or from refinancings or sales.

The Financial Proposal should also clearly specify any proposed conditions or adjustments to the proposed lease payments (for such elements as the cost borne by the developer of remediating any environmental problems that could not be reasonably anticipated at the proposal stage) and/or any costs necessary for the project that are proposed to be borne by the City and/or any proposed relief from the City with regard to taxes or fees that would otherwise apply to the project.

For projects that are proposed to be phased, proposed rent should provide for increases in relation to such phases.

Other Financial Benefits

Proposals shall also include a description and estimation of all other significant financial benefits to be derived by the City from the proposed project. This includes financial benefits to the City other than direct payments such as increase in tax base, privatization of public parking, services, and in-kind services such as provision of maintenance and security services. Proposals should also include estimates of construction and permanent employment and characterization of the latter in terms of wage scale.

G. Summary of Relevant Projects

The Proposer shall summarize relevant experience with maritime industrial or maritime commercial projects or other relevant projects undertaken by the Proposer and other members of the development team and specifying the role of each firm and individual in such projects.

H. Other Factors

INFORMATIONAL ONLY

Provide a description of other factors not accounted for in the RFP that the Proposer believes underscore the Proposer's qualifications to undertake the project.

I. References

A minimum of three references are required that can specifically address the capability of the Proposer to undertake the project. References should include names, titles, addresses, telephone numbers and a brief description of the relationship to the Proposer with regards to previous experience.

Exhibit B, Tax Compliance & Attestation Statement

Exhibit C, Certificate of Non Collusion

Exhibit D, Hazardous Material Release

Exhibit F, Qualifications Information

INFORMATIONAL ONLY

VIII. Selection Process

Overview

The City will review all RFP submittals for completeness. Proposers may be required to submit additional information and/or respond to questions prepared by the City in written form, and will be required to participate in an interview. A City selection committee chosen prior to issuance of the RFP will review all of the proposals and, based on its evaluation of the proposals' ability to best meet the evaluation criteria, determine a preferred developer for preliminary designation with whom the City will enter into negotiations and may also rank alternate proposers with whom the City could enter into negotiations in the event that negotiations with the preferred developer are unsuccesful or that developer subsequently loses its designation due to failure to fulfill conditions for lease of property.

1. RFP Proposal Review Criteria

The following criteria will be used to evaluate the proposals, as may be clarified by any requested supplemental information and interviews.

A. Capability of Development Organization Evidence that the Proposer has the capability, experience and financial strength to undertake the proposed project, and to complete the project successfully (including fulfilling City objectives for the project) within a reasonable timeframe. Such evidence could include:

- Evidence of successful development, financing, management of projects of similar or comparable nature (e.g., marine-industrial or or maritime commercial projects or public-private,) and size/cost or other relevant projects as indicated by the nature and history of the proposer's projects.
- Evidence of financing relationships and the ability to obtain financing for such a project as indicated by letters from financing sources to that effect or other relevant materials
- Financial statements for the developer and/or equity partners in the project provided at this stage at their discretion. Note, the City may, at its discretion, make submittal of financial statement or a mutually acceptable surrogate for this a condition of preliminary or final designation.
- Evidence of successful past and/or current dealings with public entities in the development and management of projects, particularly public-private development projects, indicating the proposer's experience and success at being a partner in such a project as indicated by letters from public partners or references from them or other information provided by the proposer or gathered by the City
- Evidence of the proposer's track record for fair dealings and capability in terms of reputation in the industry and avoidance of legal or financial indicaors of trouble or distress (e.g. code or tax violations, lawsuits, forclosures, bankruptcy)
- The City selection committee's evaluation of the developer's commitment to and understanding of the City's goals and objectives for the project and ability to successfully carry out the project as indicated by the proposal, supplementary information, and interview.

Note that a proposer whose qualifications are not considered adequate to successfully undertake the project will not be considered no matter what the proposal's merits on other criteria. Assuming adequacy of qualifications, relative capacity will be considered a comparative criteria weighed along with the other criteria.

B. Capability of Development Team

- Evidence of the capability of proposer staff to carry out the proposed project as indicated by the experience of the individuals playing key roles in the project in the context of their other commitments.
- Experience with projects of similar, comparable, or relevant scope .
- Overall qualifications including a demonstrated understanding of and experience with the specific regulatory requirements and development issues relevant to the development of The Property.

C. Development Concept The extent to which the proposed project will achieve the City's goals and objectives for the project as outlined in this RFP in terms of:

INFORMATIONAL ONLY

a. Proposed Uses:

- Furthering the Development Objectives described in Section IV.
- Meeting regulatory requirements as described in Section V.
- Satisfying the Development Parameters as described in Section VI.

b. Management and Schedule of Performance

- The likelihood of proposed project being financially feasible in a reasonable timeframe.
- The likelihood of successful ongoing maintenance and management of the development.

c. Market and Financial Analysis Plan

- The thoroughness and convincing nature of the market, development/construction, financing, operating, and other elements of the proposer's analysis, assumptions, and strategies
- Conditions and contingencies for realizing the project such as financing (including public assistance), market/pre-leasing, and regulatory, and how likely these are to be achieved

D. Financial Submittal

The amount and surety of revenue to be realized by the City from lease revenues, based on evaluation of the proposed payments adjusted for timing, risk, and any costs or financial accomodations proposed or required to be borne by the City and/or any conditions or contingencies. The evaluation shall consider such factors as:

- Proposed phasing.
- Pre-leasing requirements.
- Likelihood of achieving necessary pre-leasing/end-user commitment, including level and nature of interest and/or commitment of any end-users, and achieving targeted rents and other terms.
- Likelihood of obtaining financing, including level and nature of interest and/or commitment of financing sources.
- Preconditions for development, and likelihood of achieving those preconditions.
- Any or financial accomodations proposed required to be borne by the City.

E. Rating

Proposals shall be rated based upon the above evaluation criteria as follows. A rating shall be applied to each proposal for each criteria.

For evaluation criteria A thru C, the evaluation committee shall apply a score of 0 through 5, with 5 being the highest. A score of 0 on any of these criteria shall be considered unacceptable and shall eliminate the proposal from further consideration.

The Financial Proposal shall be evaluated based on a net present value analysis considering amounts, timing, and risk of receiving proposed/estimated payments/financial benefits both in terms of project being implemented, and, if implemented, of receiving payments/benefits, all as may be offset by costs or financial accomodations proposed/required to be borne by City. While an absolute minimum is not specified, proposers should be aware that a desired minimum would be to guarantee lease payments that cover the City's anticipated bond debt service on the total of the $700,000 City share of the acquisition cost (of a total of $1,500,000) and the cost of issuing a bond and initial cleanup of the property. These costs average approximately $75,200/yr over the 11 year period of the bond.

Based on its ratings and financial analsis of the above criteria, the evaluation committee shall determine an overall rating and rankings for the proposals and, at its discretion, select a Preferred Developer, and alternate ranked developers. The City will enter into a Pre-Development Agreement with the Preferred Developer. Upon the Developer obtaining all permits and City Council approval, the City shall execute a lease with said Developer.

F. Agreement

INFORMATIONAL ONLY

Upon receiving official written notification of its preliminary designation as the Preferred Developer, the developer so designated shall enter into the Pre-Development Agreement with the City within 60 days unless the City at its sole discretion determines that the Developer is proceeding with all due diligence and grants an extension of time. Any such extension must be conveyed in writing to the Developer. The City shall deposit the Developer's bid deposit into an account to be used solely for third party costs incurred by the city in negotiating the Development Agreement. In the case of the dissolution of negotiations, the City shall refund any unused portion of the deposit to the Developer.

The City reserves the right to reject all proposals, with or without reason, at its sole and absolute discretion.

Upon entering into the Pre-Development Agreement, the developer shall provide to the City, within two business days of receiving official written notification, the first monthly Pre-Possession Payment to maintain its rights under the lease. The remaining balance, if any, of the developer's deposit would be credited against Pre-Possession Payments.

G. RFP Process and Schedule

The City intends to undertake this review in the most expeditious manner possible. At this time, the City anticipates the process of selecting qualified Developers to be as follows (subject to change):

EVENT	TIME	DATE
Requests for Proposals Issued	8:00 am	October 12, 2011
Questions on RFP due in writing to City	5:00 pm	February 1, 2012
RFP Submission Deadline	11:00 am	February 8, 2012

The proposed schedule is subject to change by the City in its sole and absolute discretion.

All questions regarding this RFP must be submitted by February 1, 2012 in writing or electronically to the City contact person. Answers to submitted questions will be distributed to all Registered Prospective Developers as defined.

All requests for additional information must be addressed directly to the City contact person listed herein. No questions of any kind regarding this RFP should be addressed directly to the City of Gloucester Engineering or Community Development Departments. In the event that any Proposer has questions of a technical nature, the Proposer should contact the City contact person for this RFP, who will schedule an appointment if necessary between the Proposer (or the Proposer's agents) and the appropriate City professional(s).

H. Contact Person

The contact person for this RFP is:

Donna M. Compton, Chief Procurement Officer
City of Gloucester
9 Dale Avenue
Gloucester, MA 01930
Telephone: 978-281-9710
Fax: 978 281 8763
Email: purchasing@gloucester-ma.gov

INFORMATIONAL ONLY

IX. Terms and Conditions

A. Lease

The City anticipates entering into a long-term lease with the designated developer for The Property which will be conducive to the succesful development and operation of the project by the Developer while responding to the ongoing public purpose and interests of the City in the project. The following is a summary of certain key terms and conditions that the City anticipates would be required in the lease. The final terms and conditions of such an agreement shall be negotiated between the City and the Designated Developer and will require the approval of the City's Mayor and City Council.

City Council has authorized a lease term of up to 99 years. The lease term would commence upon the possession date.

Prior to the possession date, the City shall execute a Pre-development Agreement with the Designated Developer that permits the developer access to the property to carry out necessary due dilligence and predevelopment activities.

The developer shall be granted a reasonable period to be negotiated to perform its due diligence and meet the conditions precedent for possession. If all of the possession conditions have not been satisfied prior to the end of that period, the City may terminate the Agreement and developer's leasehold interest.

The City shall deliver possession of the leased property and developer's rights as Tenant shall become effective upon the developer meeting conditions precedent to possession. Until that time, the agreement shall be in the nature of a development agreement, and not a lease. The conditions precedent to delivery of possession will include:

- The City shall have approved in its capacity as landlord final plans, including final working drawings and specifications prepared in conformance with preliminary plans prepared and approved prior to execution of the lease and and in accordance with all governmental requirements.
- Developer shall have obtained all governmental approvals including any required City Council Special permit and City Council approval of proposed Lease Agreement.
- Developer shall have entered into a general contract for construction of the developer improvements, in form and substance and with a general contractor reasonably acceptable to the City.
- The City shall have received written evidence from developer, reasonably acceptable to the City, confirming good and sufficient funds are readily available for the complete construction of the developer Improvements in an aggregate amount of not less than the budgeted improvement costs;
- There exists no uncured event of default by developer;
- Such other conditions as may be negotiated between the City and developer

Upon taking possession, the developer shall make monthly payments of construction period rent as specified in the lease.

The lessee will be solely responsible for the demolition, construction and rehabilitation of any improvements to the site and for the continued repair and maintenance of these items during the lease term.

The lease will include provisions for the property to be used in a manner reasonably consistent with the proposal concept, maintained and operated in a first class manner, adequately insured during construction and after completion, and financed in a manner that will not expose it to excessive risk of insolvency or financial distress.

At the end of the lease term, all the real property improvements on The Property will revert back to the City without payment to the lessee.

The City's fee interest in the property shall not be subordinated for any reason.

The lessee may not transfer or assign its leasehold interest in the property to any unrelated party prior to the completion of the project as evidenced by a certificate of occupancy and a certificate of completion by the City (except that reasonable provisions for assignment to a lender in foreclosure during construction shall be negotiated). Thereafter, the lessee may transfer or assign its interest to an unrelated party only by approval and under such terms as may be negotiated by the parties, with the intent that the City be satisfied that assignees be reputable, financially sound, and capable owners/operators/managers of the proposed project. The lease shall

INFORMATIONAL ONLY

provide for annual unsubordinated rent payments to the City which would entail fixed payments that escalate over time as well as pre-possession and construction period rent. The City also anticipates the lease will include some form(s) of participation rent which may be unsubordinated rent.

Those provisions that would reasonably be applicable to later phases of a proposal calling for phased development shall be negotiated in the lease.

B. Environmental Review and Permitting

The designated developer will be solely responsible for securing any and all of the federal, state and local permits, licenses, and approvals required of the proposed development. The property will be leased to the developer in "as-is" condition. Over the years, the City has undertaken environmental studies of the condition of The Property. These studies may provide valuable context for further analysis, but should not be relied upon by the development entity in applications for local, state or federal development approvals or in preparation of its development and construction cost estimates or plans. Under the terms of the lease the lessee will be solely responsible for management and cost of any environmental and engineering studies that will have to be prepared as part of such applications. In addition, any and all cost, including but not limited to environmental remediation, due to known or unknown conditions, including, but not limited to: any and all, contamination as defined by local, state and federal laws and /or agencies, currently known or unknown to the the City, the designated developer or any other individual at the project site, will be absorbed and paid for solely by the designated developer. The designated developer will release indemnity and hold harmless the City from any and all obligations it may have in regard to or claims that may arise from any known or unknown conditions at the project site as stated herein.

C. Miscellaneous Provisions

1. The City reserves the right to withdraw this RFP at any time, with or without reason, at its sole and absolute discretion. In such event, the City shall not be liable to any actual or potential Proposer for costs or expenses incurred by them as a result of the withdrawal of the RFP. The City reserves the unqualified right, in its sole and absolute discretion, to reject any or all submittals, to withdraw at anytime from this process with no recourse for any Proposer, to undertake discussions and modifications with one or more Proposer or any third party, and to proceed with that proposal of modified proposal if any, which in its judgment will, under the circumstances, best serve the public interest, and to waive defects in the filing of or contents of any proposal.

2. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. Although information has been obtained from sources deemed reliable, the City makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely, or that such information accurately represents the conditions that would be encountered at the site, now or in the future. The furnishing of such information by the City shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a proposal to the City, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the City, or any third party who prepares such information for the City, liable or responsible therefore in any manner whatsoever.

3. The City reserves the right in its sole discretion to develop the project using any chosen approach, or to select for consideration as the Proposer any organization, or to request further information from any Proposer, or to select a Proposer in whatever manner chosen by the City, or to not proceed with such selection. The City reserves the right at its sole discretion to develop the project on any schedule.

4. At any time, or from time to time after the receipt by the City of responses to this RFP, the City may give written notice to the Proposer to furnish additional information relating to its proposal and may give written notice to the Proposer to meet with designated representatives of the City with respect to its proposal. Neither the furnishing of the RFP to the Proposer, nor the submission of any materials, documents, or other information by the Proposer, nor the acceptance thereof by the City, nor any correspondence, discussions, meetings or other communications between the Proposer and the City, nor anything stated by the City in or at any such correspondence, discussions, meetings or other communications shall be construed or interpreted by the Proposer to mean that the City has made a determination that the Proposer shall be selected as the Developer, nor deemed to impose any obligations whatsoever on the City to compensate or reimburse the Proposer for any costs or expenses incurred in connection with its response to this RFP.

5. The City may consult references familiar with the Proposer regarding the Proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the Proposal. Submission of a Proposal in

INFORMATIONAL ONLY

response to this RFP shall constitute permission for the City to make such inquires, and authorization to third parties to respond thereto.

6. Any information given to the City in any Proposal or any correspondence, discussion meeting or other communication between the Proposer and the City before, with, or after the submission of the proposal, either orally or in writing, will not be, or deemed to have been, propriety or confidential, although the City will use reasonable efforts not to disclose such information to persons who are not employees or consultants retained by the City except as may be required by state and federal law. Use or disclosure of such information by the City may be made without obligation or compensation and without liability of the City of any kind whatsoever. The forgoing applies to any information, whether or not given at the invitation the City. Any statement which is inconsistent with the foregoing provisions of this paragraph whether made as part of, or in connection with, any information received from the Proposer or otherwise made at any time in any fashion and whether made orally or in writing, shall be deemed null and void and of no force or effect. The City's receipt or discussion of any information submitted in response to this RFP, including information submitted during discussions after said submittal (including ideas, drawings, or other materials communicated or exhibited) does not, and will not impose any obligations whatsoever on the City, or entitle Proposer to any compensation.

7. The City reserves the unqualified right, in its sole and absolute discretion, to disqualify any team or firm or individual from any phase or component of the selection process or this development opportunity, due to felonies or other criminal record in any jurisdiction (domestic or foreign).

8. By submitting a proposal in response to this RFP, each Proposer and each person signing on behalf of any Proposer will certify, and in case of a joint venture each party thereto certifies as to its own organization, that the terms of its proposal have been arrived at independently without collusion, consultation, communication agreement, for the purpose of restricting competition, as to any matter relating to such terms with any other Proposer or with any competitor; the terms of its proposal have not been and will not be knowingly disclosed, directly or indirectly, by the Proposer prior to the official opening of such proposal, to any other Proposer or to any competitor; no attempt has been made and none will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of influencing competition; the Proposer has not made any offers or agreements or taken any other action with respect to any the City employee or former employee or immediate family member of either which could constitute a breach of M.G.L. Chapter 268A, Section 23, nor does the Proposer have any knowledge of any act on the part of a the City employee or former the City employee relating either directly or indirectly to the Proposer which constitutes such a breach; and no person or selling agency, other than a bona fide employee or a bona fide established commercial or selling agency maintained by the Proposer for the purpose of securing business, has been employed or retained by the Proposer to solicit or secure selection under this RFP or award of this development opportunity on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

9. The City reserves the right, following the initial submission, to short-list the proposals and require a second submission to respond to issues that the City may determine appropriate as referenced herein.

10. The City plans to award this lease to the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this RFP.

INFORMATIONAL ONLY

EXHIBIT A

MGL, CH. 7, SEC. 40J, CERTIFICATION REGARDING DISCLOSURE OF BENEFICIAL INTEREST STATEMENT

SUCCESSFUL PROPOSER ONLY

SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE

MGLc 7, S 40J, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected bidder's disclosure of beneficial interests must be filed with the Commissioner of the Division of Capital Asset Management (DCAM). No contract to lease or sell property is valid until the buyer or lessee files this form with DCAM. A form for this purpose is attached. An updated disclosure form must be filed within 30 days of any change in beneficial interests during the lease term.

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addressees of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by MGLc 7 Sec. 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: **City of Gloucester, MA.**
2. Complete legal description of the property: **65 Rogers Street**
   Gloucester, MA 01930
   Assessor's Map 9, Lot1
3. Type of transaction: **Lease**
4. Lessor **City of Gloucester, MA.**
5. Lessee _____
6. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. **Note:** If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position

7. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item #1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item #6 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Signature: _____ Printed name: _____

Title: _____ Date: _____

INFORMATIONAL ONLY

Exhibit B **TAX COMPLIANCE & ATTESTATION STATEMENT**

IF A CORPORATION:

State in which Incorporated _____
President _____
Treasurer _____
Secretary _____

If a foreign (out of State) corporation - are you registered to do business in Massachusetts? YES ____ NO _____. If you are selected for this work, you are required under Massachusetts General Law Chapter 38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

IF A PARTNERSHIP (Name All Partners):

Name	Address	City	State/Zip

IF AN INDIVIDUAL:

Name	Address	City	State/Zip

IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

Name of Firm _____ Business Address _____

Name of Individual	Address	City	State/Zip

ATTESTATION CLAUSE

Pursuant to M.G.L. c 62C sec 49A. I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

_____ _____
Social Security No. Or Federal Identification No. *Signature or Individual or Corporate Name*

Corporate Officer (If Applicable) By: _____

EXHIBIT C **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalty of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Bidder: _____
Address: _____
By: _____
(Signature of person authorized to sign this bid)

Title: _____
Telephone _____

The City reserves the right to reject any and all bids or to accept the bid deemed in the best interest of the City of Gloucester, MA.

EXHIBIT D **HAZARDOUS MATERIALS RELEASE ("Hold Harmless" Agreement)**
RELEASE REGARDING HAZARDOUS MATERIALS
65 Rogers Street, Gloucester, MA 01930

The City assumes no liability for any release of hazardous materials on the property. The Proposer has not relied upon any representations by the City with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the City of Gloucester from any liability arising out of any hazardous materials that may be present on the property.

Proposer _____ Date: _____

INFORMATIONAL ONLY

EXHIBIT F **QUALIFICATION INFORMATION QUESTIONNAIRE**

RFP No: 11204 Disposition by Lease of 65 Rogers St., Gloucester, MA.

Name of Proposer - Firm/Individual: _____

Address: _____

Type of Organization
(Proprietorship, Partnership, Corporation, etc.) _____

Year Established: _____ **FID No.:** _____ **Tel.** _____

Name & Title of Principal to contact _____

Principal contact's Tel. No. _____ **Fax No.** _____

Principal contact's email address _____

List of Partners

Name & Title	*Telephone*	*Role in Proposal*

Key Persons, Specialists and Individuals in your firm to be assigned to this project:

Name & Title	*Mass Reg. No.*	*Discipline/Project Role*

Key Persons, Specialists, Individuals in consultant firm to be assigned to this project:

Name & Title	*Mass Reg. No.*	*Discipline/Project Role*

Recent Projects Best Illustrating Qualifications for this Project: *(additional information may be attached).*

Project Name/ Role in Project		**Location**	
Project Cost		**Year Comp**	
Description			
References:			
Company		**Contact & Title**	
Telephone		**Fax**	

Project Name/ Role in Project		**Location**	
Project Cost		**Year Comp**	
Description			
References:			
Company		**Contact & Title**	
Telephone		**Fax**	

Project Name/ Role in Project		**Location**	
Project Cost		**Year Comp**	
Description			
References:			
Company		**Contact & Title**	
Telephone		**Fax**	

INFORMATIONAL ONLY

EXHIBIT G ASSESSOR'S INFORMATION

Powered by Vision Appraisal Technology

No Image

Map/Lot/Unit :	9/ 1/ / /
Location:	65 ROGERS ST
Owner Name:	GLOU LANDING ASSOC LIMITED PARTNER
Account Number:	0009 0001 001

Parcel Value

Item	Current Assessed Value	FY 2010 Assessed Value
Buildings	0	0
Xtra Bldg Features	0	0
Outbuildings	0	0
Land	730,900	745,000
Total:	730,900	745,000

Owner of Record

GLOU LANDING ASSOC LIMITED PARTNER
C/O CITY OF GLOUCESTER
9 DALE AV
GLOUCESTER, MA 01930

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
GLOU LANDING ASSOC LIMITED PARTNER	8419/ 78	7/31/1986	460,000
CITY OF GLOUCESTER	29423/ 177	4/28/2010	1,500,000

Land Use

Land Use Code	Land Use Description
930V	MUN VAC

Land Line Valuation

Size	Zone	Assessed Value
1.81 AC	MI	730,900

Construction Detail

Building # 1

STYLE Vacant Land **MODEL** Vacant

Building Valuation

Living Area: 0 square feet **Year Built**: **Depreciation**: 100%

INFORMATIONAL ONLY

Extra Features

Code	Description	Units
No Extra Building Features		

Outbuildings

Code	Description	Units
No Outbuildings		

Building Sketch

Vacant Land, No Sketch

INFORMATIONAL ONLY

Appendix A Executive Summary, Summary Appraisal Report, 9/24/09, Shuka Associates

Summary Appraisal Report

Of

Two Vacant Parcels

Known as

65 & 65R Rogers Street
Gloucester, Massachusetts

Date of Valuation
August 20, 2009

Date of the Report
September 24, 2009

Prepared For:
City of Gloucester
c/o Suzanne P. Egan
General Counsel
9 Dale Avenue
Gloucester, MA 01930

Prepared By:
Shuka Associates, Inc.
8 Enon Street, Suite 1B
Beverly, MA 01915
Phone: (978) 921-1700 FAX: (978) 921-1442

September 24, 2009

City of Gloucester
c/o Suzanne P. Egan
General Counsel
9 Dale Avenue
Gloucester, MA 01930

Re: 65 & 65 Rear Rogers Street
Gloucester, MA

Dear Ms. Egan:

In response to your request, on August 20, 2009, Kevin Haines made a personal viewing of the property known as 65 Rogers Street and 65R Rogers Street, Gloucester, MA, herein referred to as the Subject of this report. Following is a Summary Appraisal Report. The intended user of the appraisal is the Client, City of Gloucester, and the intended use of the appraisal is in matters relating to a prospective real property purchase.

The Subject consists of two parcels. The Subject referred to as 65 Rogers Street is a vacant parcel, located along Rogers Street in downtown Gloucester. The parcel has an area of water frontage, but for a majority of the site, there is an intervening parcel between the Subject and Gloucester Harbor. The other Subject parcel is this intervening parcel, referred to as 65R Rogers Street. This parcel is owned by the City of Gloucester. The parcel is also vacant, but has a pier and floating docks. At the request of the Client, the appraisal puts forth two value opinions, one being an opinion of market value for 65 Rogers Street without consideration of assemblage with 65R Rogers Street, and the other being an opinion of market value for 65 Rogers Street and 65R Rogers street, combined as a single parcel.

The analyses and the conclusions presented within this report have been based on personal field research, interviews with market participants, and publicly available data collected by the Appraiser. This report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Included herein is a description and analysis of the real estate, known pertinent data pertaining thereto, valuation methodologies considered, summary of valuation methods employed, and supporting relevant exhibits and addenda.

Based on analyses summarized in this report, the Opinion of Market Value of the Fee Simple Interest in the Subject identified as 65 Rogers Street, without consideration of assemblage with 65R Rogers Street, as of August 20, 2009, is:

FIVE HUNDRED NINETY THOUSAND DOLLARS
($590,000)

The Opinion of Market Value of the Fee Simple Interest in the Subject identified as 65 Rogers Street and as 65R Rogers Street, considering the two parcels as a single property, as of August 20, 2009, is:

ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS
($1,850,000)

Kevin J. Haines
MA Cert. Gen. R.E. Appraiser
License #378

John A. Shuka, MAI, SRA, MRA
MA Cert. Gen. R.E. Appraiser
License #75

Contents

Appraisal Overview

Executive Summary 4
Scope of Work 7
Description of the Assignment 7
Property Description 8
Relevant Dates 8
Purpose and Use of the Appraisal 8
Definition of Value 9
Interest Appraised 9
Photographs of the Subject 10
Location Maps 16
Subject Deed 17
Assumptions & Conditions 24

Market Description

The Economy 27
The Market 28
The Commercial Market 29
The Retail Market 30
The Municipality 30
The Neighborhood 31
The Fishing Industry 31

Subject Description

Ownership History 35
Site Description 36
Zoning 37
Improvements 37
Assessment & Taxes 38
Site Plan 39
Flood Map 40

Valuation of the Subject

Highest and Best Use 41
Valuation Logic 42
Sales Comparison Approach 42
Sales Data Analysis 60
Final Reconciliation 67
Certifications 68

Addenda

Appraisal Overview

Executive Summary

The Subject referred to as 65 Rogers Street is a vacant parcel, located along Gloucester Harbor, but lacking suitable waterfront access. There is a separate parcel lying between the Subject and Gloucester Harbor. This separate parcel is known as 65R Rogers Street, and this parcel as well is the Subject of the appraisal. Based on a review of the deed for the Subject known as 65 Rogers Street, this parcel does have frontage along Gloucester Harbor. Based, however, on a review of a site plan for the Subject, and based on a walk of the site, it appears that this Subject property does not have usable Harbor frontage. The Subject known as 65A Rogers Street is on Gloucester Harbor, and has direct Harbor access, and is improved with a pier and with floating docks. At the request of the Client, the appraisal puts forth two market value opinions, one pertaining to 65 Rogers Street as a separate parcel, not taking into consideration the potential value increase that might be realized were the Subject owned by the owner of the parcel between the Subject and the waterfront, thus enabling the two parcels to be utilized as a single property, and the other pertaining to both 65 Rogers Street and 65R Rogers Street, viewing the two parcels as a single property. The appraisal does not put forth a market value opinion of 65R Rogers Street as a separate parcel.

A majority of the Subject known as 65 Rogers Street, and all of the Subject known as 65R Rogers Street, lies below the historic high water mark. Land below the historic high water market is subject to regulations pertaining to a DPA (Designated Port Area). In a DPA district, 75 percent of the use must be marine-dependant. As expressed in the *City of Gloucester Harbor Plan & Designated Port Area Master Plan, 2009*, the City is endeavoring to work with the State to have this percentage reduced to 50 percent. The potential reduction to a 50 percent requirement is not a factor in this appraisal.

The current owner of the Subject known as 65 Rogers Street purchased the Subject, from Gloucester Redevelopment Authority (GRA), in July, 1986. The owner, Gloucester Landing Associates Limited Partnership, purchased the Subject will the intent of constructing upon the land a retail center, with below-deck parking. It is reported that prior to the sale, Gloucester Landing and GRA entered into a Land Disposition Agreement (LDA), obligating Gloucester Landing to render best efforts to secure the necessary permits and approvals for the proposed project. The LDA is said to have included the Subject as well as the adjacent parcel, lying between the Subject and Gloucester Harbor. The LDA obligated GRA to convey a good and marketable title, with the title subject to existing building, environmental, zoning, and other laws and regulations. One of the approvals necessary for the development was a license from DEP (Department of Environmental Protection). Gloucester Landing did not obtain the license before the closing date. The LDA was amended, re-conveying to GRA the parcel along the waterfront, and granting an easement to GRA on the other parcel. Gloucester Landing's application for a license was approved in October 1988, but was challenged by a group of citizens, and in April 1996, DEP reversed its initial decision, and issued a final decision, denying the application for a license. Per the final decision, DEP cannot license any project for a non-maritime-dependent use which conflicts with or pre-empts a maritime-dependent use. The decision states that the proposed development was clearly non-maritime dependent.

Subsequent to the denial, Gloucester Landing brought an action in Superior Court against GRA, alleging breach of contract, and breach of the covenant of good faith and fair dealing. The judge in the case ruled that provisions in the LDA allocated the risk of the project not being developed to Gloucester Landing. The judge ruled that acceptance of the deed by Gloucester Landing discharged every agreement and obligation of GRA. In the complaint, Gloucester Landing noted that the City, through the then mayor, had actively opposed the Project. The judge ruled the GRA is a separate entity from the City, managed by its members, and that the City could not be held liable for any breach of the LDA. The judge's rulings were upheld on appeal.

As a consequence of the long, contentious history of the Subject, the Subject has remained undeveloped for many years. From reports, letters, and whatnot from the local newspaper, it is apparent that there is support for development of the site with a hotel, which is not an allowed use in a DPA, and there also is support for adherence to current restrictions, and keeping use of the site maritime-dependent. The Subject is appraised in accordance with existing regulatory restrictions. At some time in the further, the land may be approved for a hotel or for standard retail development, but given that there is not certainty in this matter, the valuation is not based on such uses being approved for the Subject.

The Subject known as 65R Rogers Street was, as stated, conveyed from Gloucester Landing Associates to Gloucester Redevelopment Authority. Per a more recent deed, this property was conveyed from Gloucester Redevelopment Authority to City of Gloucester, for no consideration. Per a recorded site plan, this parcel is not to be considered a separate buildable parcel. This parcel is improved with a bulkhead, a concrete wharf, and a floating concrete dock. The parcel is used by commercial fishermen.

The Subject is under the restrictions of the State's Chapter 91 law. Adopted in 1866, the Law protects the public's interest in waterways of the Commonwealth. The DEP distinguishes between uses that are water-dependant, and those that are not. A water-dependant use requires direct access to or location in tidal or inland waters. Uses counted as water-dependent are:

- marinas, boat basins, channels, storage area, and other commercial or recreational boating facilities
- facilities for fishing, swimming, diving, and other water-based recreational activities
- parks esplanades, boardwalks and other water-based recreational facilities that promote use and enjoyment of the water by the general public and are located at or near the water's edge
- aquariums and other education, research, or training facilities dedicated primarily to marine purposes
- aquaculture facilities
- beach nourishment
- waterborne passenger transportation facilities
- navigation aids, marine police and fire station
- shore protection structures, such as seawalls, bulkheads, revetments, dikes, breakwaters
- flood, water level, or tidal control facilities
- wildlife refuges, bird sanctuaries
- marine terminals and related facilities
- manufacturing facilities relying primarily on the bulk receipt of shipment of goods by waterborne transportation
- commercial fishing and fish processing facilities
- boatyards, dry docks, and other facilities related to the construction, serving, maintenance, repair, or storage of vessels or other marine structures
- facilities for tug boats, barges, dredges, or other vessels engaged in port operations or marine construction

Uses which are not water-dependant are:

- restaurants and other food/beverage service establishments
- retail shops and stores
- parking facilities
- office facilities
- housing units and other residential facilities
- hotels, motels, and other facilities for transient lodging
- parks, esplanades, boardwalks, and other pedestrian facilities other than those name in the water-dependant uses

In 1978, the State established the DPA (Designated Port Area) program, and presently there are 11 DPAs, located in Gloucester, Salem, Beverly, Lynn, Mystic River, Chelsea Creek, East Boston, South Boston, Weymouth/Fore Rive, New Bedford-Fairhaven, and Fall River/Mt. Hope Bay. The intent of DPA regulations is to prevent development which tends to exclude water-dependent industries. Such uses include residential development, hotels, and recreational boating facilities. The DPA program is intended to promote water-dependent uses, these uses having a need for infrastructure which shares three important considerations: waterways and (developed) waterfronts, backlands for supporting industrial facilities and operations, and transportation and public utilities to service industrial operations. The justification for excluding non-water-dependent uses is that such uses have available a greater range of location options. What are referred to as Supporting Uses are allowed within a DPA. These uses include storefront retail and service facilities, shops operated by self-employed tradespersons, eating and drinking establishments, and small-scale administrative offices. Supporting Uses are limited to 25 percent of the total DPA area.

Land within a DPA may also be subject to Municipal Harbor Plans, which is a document intending to put forth a community's goals and objectives for harbor planning. Through an MHP, a coastal city or town may apply for state aid, so long as the proposed improvement is public and used principally for fishing, marine commerce or industry, marine recreation, or public access. The State, through the EEA, must determine, in order for aid to be provided, that the project site is in substandard condition, said condition resulting from physical deterioration, flawed design or arrangement, overcrowding, inadequate access, or similar considerations. MHPs that cover DPAs can also include DPA Master Plans. The intent of a Master Plan is to "preserve and enhance the capacity of the DPA to accommodate water-dependent industrial uses." The Master Plan must ensure that a large majority of the total DPA land area is proximity to the water is reserved for water-dependent industrial uses. There are what are classified as Temporary Uses allowed on such lands, but the DPA Master Plan must have guidelines for solicitation of a marine-industrial tenant, as a pre-condition of occupancy by one of the Temporary Uses. A Temporary Use is a warehouse, trucking, parking, or other industrial and transportation use which occupies vacant space or vacant facilities within the DPA, but for a maximum of 10 years.

A Master Plan must ensure that commercial uses and accessory uses with the DPA do not discourage maritime industrial uses, and that to this end, limits can be established on the location, scale, duration, or operation of such uses, in order that the maritime industrial character of a DPA is not altered. Gloucester's Harbor Plan and DPA Master Plan is intended to:

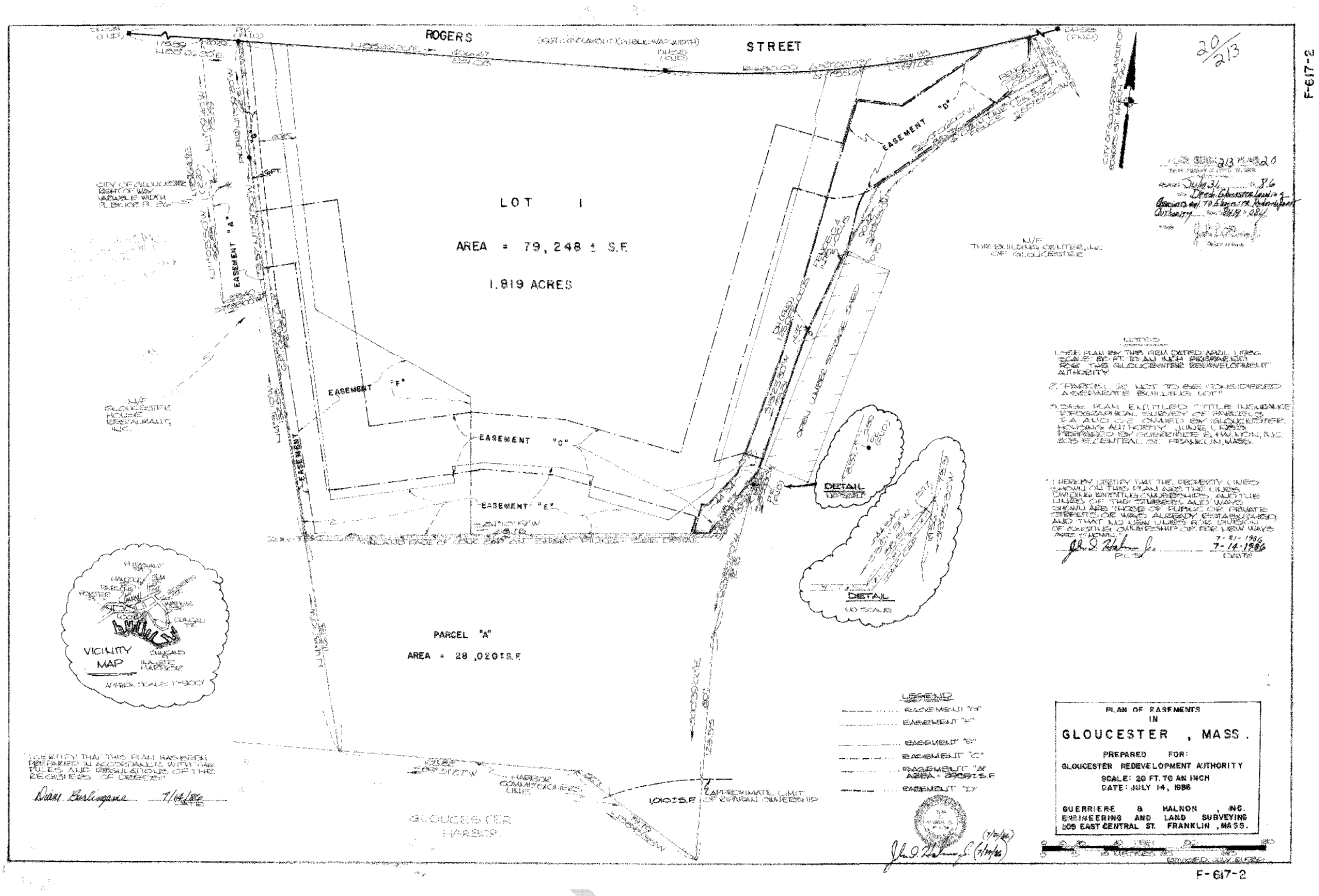
- attract and expand business and industries that can capitalize upon existing marine assets, and thereby support the commercial fishing industry
- increase flexibility for supporting commercial uses on the waterfront
- provide for public access along the waterfront, while ensuring this access does not interfere with maritime industrial uses
- encourage change that benefits the downtown
- provide infrastructure and navigation improvements
- enhance and focus administrative resources of the City to increase the viability of the port

The Subject is located in the DPA for Gloucester, and therefore development of the Subject must comply with the requirement that 75 percent of the use be maritime-dependent. The City of Gloucester is seeking to have the 75 percent level reduced to 50 percent, but as of the date of valuation, approval had not been obtained. Based on the appraiser's research, it is apparent that there is not, at this time, a strong demand for maritime-dependent industrial uses in Gloucester. Weak demand is a factor in the market appeal of the Subject. Research indicates that extant facilities are operating under capacity, the underutilization including both freezing and processing space. This circumstance is the result of depleted ground fish stocks, and the federal restrictions on fishing implemented to rebuild the stocks. The ground fish industry may stabilize at a level considerably below that of the past. The pelagic fishery has expanded in Gloucester, but these fish do not have the worth of ground fish, and further, pelagic fish are not processed along the Harbor, but are shipped whole. As an example of the effect on infrastructure needs for ground fish verses pelagic fish, there is a property along Harbor Loop owned by an individual engaged in pelagic fishing, and much of the property is now vacant. A portion of the property is used for storage, but space formerly used for processing is unoccupied. The catch is loaded whole from the boats to the trucks. Several years ago this individual renovated a portion of the improvements for office use, hoping to attract tenants, but a lack of demand kept the space vacant. As another example of lower activity, the only ice producer in Gloucester Harbor has found it necessary to open up to non-fishing product lines. Another factor is assessing demand is the fact that today a good portion of fish processing not longer needs to be located on the Harbor. As an example, Good Harbor Filet chose to relocate to an industrial park in Gloucester, rather than stay on the water. A company may elect to move inland in order to have greater truck access and greater ease of access to highways.

At the request of the Client, the appraisal puts forth two value opinions, one considering 65 Rogers Street as a separate parcel, unavailable for use in concert with the contiguous 65R Rogers Street parcel, and the other considering the two parcels as a single property. As an individual parcel, 65 Rogers Street lacks usable harbor frontage. The parcel, however, is located in the DPA, and therefore is subject to the requirement that 75 percent of the parcel be used for maritime-dependent industrial uses. Without usable harbor frontage, the parcel is not considered to have market appeal for a maritime-dependent industrial use. Furthermore, as stated, as evidenced by Good Harbor Filet constructing a building in an industrial park in Gloucester, there are fish processing and storage/shipping businesses that need not be located along the water, therefore further reducing demand for the Subject. The Subject parcel, given its downtown location, and frontage along a busy, main road, does have retail appeal, and would readily attract developers seeking to improve the site with restaurant/retail uses. The site is located in the M1 zoning district, which is judged a liberal district offering a wide range of potential uses. The zoning of the site is judged a favorable factor. Such uses, however, per PDA restrictions, could only be 25 percent of the total use of the property, with the balance to be the aforementioned maritime-industrial uses, and with this requirement, the site's appeal to such developers is drastically reduced. Hotel use is allowed in the M1 district, and such a use, given the water views afforded by the site, would be of high appeal to developers as well. Again, DPA restrictions preclude this use. Given the foregoing considerations, the appraiser is of the opinion that the Subject parcel known as 65 Rogers Street has limited market appeal under current DPA restrictions. The appraiser if of the further opinion that the most appropriate comparable sales data for use in measuring the potential market value of the Subject are industrial land sale data. Similar comparable land sale data were not located in Gloucester, and therefore the search for suitable comparable sale data extended to other communities in the region. The data examined for the valuation of 65 Rogers Street are standard industrial land sales.

For the valuation based on the assumption of 65 Rogers Street and 65R Rogers Street being a single entity, the Subject would have Harbor frontage, with a bulkhead, wharf, and floating dock. The most suitable data for this valuation are waterfront land sales with a DPA. Market research indicated that such data are exceedingly scarce. No such sales were located in Gloucester. The search for sale data encompassed a wide geographical area. What are available in Gloucester are sales of improved properties. The appraiser has concluded that certain improved sales from Gloucester are suitable for use in the valuation of the Subject. The valuation endeavors to extract the probable contributive value of the land for these sales.

Appendix B Site Plan of 65 and 65R Rogers Street



INFORMA

Appendix C Land Parcel Map of Inner Harbor: DPA and MI zones

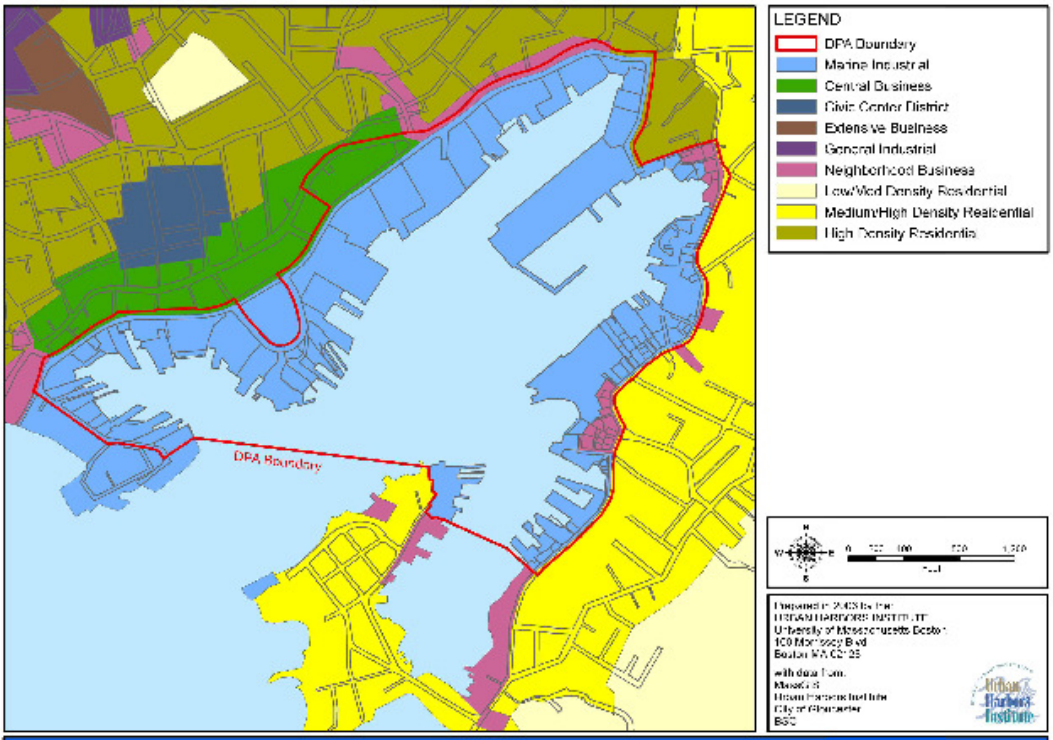


Figure 5-1. Gloucester Harbor Zoning

2008 draft Harbor Plan, city of Gloucester 12/10/2008

INFOR

Appendix D Summary of Water-dependent-industrial uses allowable in DPA (minimum 50% of site)

The following is exerpted from 310 CMR 9.12

(b) The Department shall find to be water-dependent-industrial the following uses:

1. marine terminals and related facilities for the transfer between ship and shore, and the storage of, bulk materials or other goods transported in waterborne commerce;
2. facilities associated with commercial passenger vessel operations;
3. manufacturing facilities relying primarily on the bulk receipt or shipment of goods by waterborne transportation;
4. commercial fishing and fish processing facilities;
5. boatyards, dry docks, and other facilities related to the construction, serving, maintenance, repair, or storage of vessels or other marine structures;
6. facilities for tug boats, barges, dredges, or other vessels engaged in port operations or marine construction;
7. any water-dependent use listed in 310 CMR 9.12(2)(a)9. through 14., provided the Department determines such use to be associated with the operation of a Designated Port Area;
8. hydroelectric power generating facilities;
9. Offshore renewable energy infrastructure facilities in the Commonwealth, including ocean wave energy facilities, ocean current energy facilities, tidal energy facilities, any ancillary facility thereto or any similar facility that obtains its energy from the ocean;
10. infrastructure facilities used to deliver electricity, natural gas or telecommunications services to the public from an offshore facility located outside the Commonwealth; and
11. other industrial uses or infrastructure facilities which cannot reasonably be located at an inland site as determined in accordance with 310 CMR 9.12(2)(c) or (d).

(c) In the case of industrial and infrastructure facilities not listed in 310 CMR 9.12 (2) (b), which are dependent on marine transportation or require large volumes of water to be withdrawn from or discharged to a waterway for cooling, process, or treatment purposes, the Department shall act in accordance with the following provisions:

1. the Department shall presume to be water-dependent any alteration or expansion of a facility existing or licensed as of the effective date of 310 CMR 9.00, and any energy facility for which the proposed location has been approved by the Energy Facilities Siting Board; this presumption may be overcome only upon a clear showing that the proposed alteration or expansion or energy facility can reasonably be located or operated away from tidal or inland waters;
2. except as provided in 310 CMR 9.12(2)(c)1., the Department shall presume that any such industrial or infrastructure facility is not water-dependent; this presumption may be overcome only upon a clear showing that such facility cannot reasonably be located or operated away from tidal or inland waters.

If an EIR is submitted, the findings necessary to overcome the above presumptions shall be based on a comprehensive analysis of alternatives and other information analyzing measures that can be taken to avoid or minimize impacts on the environment, in accordance with M.G.L. c. 30, §§ 61 through 62H. If an EIR is not submitted, such findings shall be based on information presented to the Department in the application and during the public comment period thereon.

INFORMATIONAL ONLY

Appendix E Comment from Waterways Board

Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012
FAX 978-978-281-4188
jcaulkett@gloucester-ma.gov
http://gloucester-ma.gov/harbormaster

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

September 21, 2011

The Waterways Board is excited about the possibility of the redevelopment of 65 Rogers Street, also known as I4-C2. The Board looks forward to a productive use of this long-vacant upland parcel and to working with the City and potential developers to achieve that goal.

There are currently 12 commercial fishing vessels docked on the City Owned Commercial Marina at 65R Rogers Street, which is managed by the Waterways Board. The Board intends to continue to lease these slips to commercial fishing vessels and to preserve trap and/or gear storage there. Unobstructed commercial access to the wharf and upland parking will continue to be provided, as specified in Section IV, Development Objectives, items 2 & 6 of the RFP.

In addition, we have the opportunity to add an additional eight 42' docking slips. The Board looks forward to working with developers to consider uses for these additional slips as allowed within the regulations of the Designated Port Area (DPA) and as specified in Section IV, Development Objectives, item 6 of the RFP.

We're enthusiastic about the possibilities for development of I4-C2 and what it can add to Gloucester's heritage as a hub of innovation in fisheries, seafood and other maritime industries.

INFORMATIONAL ONLY