

**HEARINGS, MEETINGS, LICENSES**

**12-14-15**



*Town of Middleborough*  
Massachusetts

PLANNING DIRECTOR  
Ruth McCawley Geoffroy

Planning Board

Telephone (508) 946-2425  
Fax (508) 946-1991

**MEMORANDUM**

To: Middleborough Board of Selectmen  
From: Ruth McCawley Geoffroy, Planning Director *RMG*  
Date: December 10, 2015  
Re: Woloski Park, Hazard Mitigation Grant

The Town of Middleborough is in receipt of correspondence from MEMA dated November 10, 2015 announcing FEMA's Hazard Mitigation Grant Program (HMGP) award of \$752,824 (75% of \$1,003,765) for Woloski Park and transmittal of the grant agreement to be signed by the Town. The Town, working through its Local Emergency Planning Committee (LEPC) and Town Manager applied for this grant in April 2011 after the catastrophic 2010 flooding, but did not qualify to receive the award, until our Hazard Mitigation Plan (HMP) was updated and approved by MEMA and FEMA; final HMP approval was received from FEMA on November 5, 2015. MEMA is asking that the HMGP Contract be signed by the Town's Chief Executive Officer within 60 days, i.e. by January 8, 2016.

The Town of Middleborough's HMGP grant application was for the buyout of 9 of the 10 homes at Woloski Park, which are not only located in the 100 year flood plain of the Taunton River, but the access road to Woloski Park crosses the Purchase Brook which floods the road, making it impassable by vehicle for any flood event exceeding the 2 year storm. Buyout and removal of these homes would not only benefit the homeowners, but would also greatly benefit the Town's emergency responders who are required to expend inordinate amounts of time and resources responding to emergencies and evacuation of this small riverside community. The HMGP grant is a 75%/25% reimbursable grant with the 25% local match borne by the Town, The Nature Conservancy (TNC) and the MA Division of Fisheries and Wildlife with each contributing 1/3.

When the Town submitted the HMGP application in 2011 it was for \$1,003,765 based on 2011 Assessed Values. However, the time that has elapsed between grant submission and its award has changed the anticipated project costs by approximately \$47,000 so the total may be around \$1,050,000. Actual costs for the buyouts will not be known until appraisals are done and demolition of the houses is put out to bid. MEMA has notified the Town that the grant amount cannot be increased at this time, but has advised that once the project is complete, the Town may request MEMA funding for any overruns experienced, with no guarantee that we would receive it however.

A second issue to be aware of is that the FEMA HMGP grant is a reimbursable grant; Town Meeting must authorize borrowing of some or all of the monies for expenditure prior to reimbursement. Additionally, it is anticipated that the CPC will be asked to fund the Town's 1/3 of the local match, approximately \$100,000 - \$115,000. Once we confirm what the final project costs are through appraisals funded by the Grant and TNC, the borrowing and CPA expenditure (after CPC approval) can be placed on the April 2016 Town Meeting warrant.



THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY  
400 WORCESTER RD., FRAMINGHAM, MA 01702-5399 508-820-2000 FAX 508-820-1404

DEPARTMENT OF CONSERVATION & RECREATION  
251 CAUSEWAY STREET, SUITE 600-700, BOSTON, MA 02114-2104 617-626-1250 FAX 617-626-1449

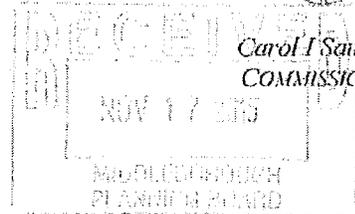
dcr  
Massachusetts



Kurt N. Schwartz  
DIRECTOR

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LIEUTENANT GOVERNOR



Carol I Sanchez  
COMMISSIONER

November 10, 2015

Town of Middleborough  
Robert Nunes, Town Manager  
20 Centre Street  
Middleborough, MA 02346

Re: Hazard Mitigation Grant Program  
HMGP 1895-26 Woloski Park Acquisition

Dear Mr. Nunes:

The Federal Emergency Management Agency (FEMA) has approved HMGP funding for the Town of Middleborough Woloski Park Acquisition project.

The Town of Middleborough has received a FEMA award of \$752,824.00 and will be reimbursed up to 75% of approved, allowable, and eligible costs, up to the award, as stipulated by the grant agreement and OMB Circular A-87. This is a reimbursable grant program and expenses have to be incurred and paid prior to being reimbursed. Please note that any project revisions, changes or deviations from the FEMA-approved grant application must be approved in writing by both MEMA and FEMA in order to be eligible for grant reimbursement.

In order to execute this agreement, the following tasks relative to the attached grant agreement must be completed; much of the information required can be retrieved from your grant application and/or any supplemental information you have previously submitted. All of the forms associated with this contract are available electronically. Please contact Sherry Leung at 508-820-1436 or e-mail [shirletta.leung@state.ma.us](mailto:shirletta.leung@state.ma.us).

- 1) **Contractor Authorized Signatory Listing:** The CEO must sign and execute the CASL according to instructions provided. Each signatory must have their signature notarized.
- 2) **Standard Contract Form:** The CEO must complete, sign and HAND date the form as the Contractor.
- 3) **Scope of Work:** Approved Scope of Work is included in contract package.
- 4) **Budget Information:** The budget has been filled out, according to the approved budget included in your application. Please provide a dollar amount that you anticipate spending in each fiscal year listed on the budget form.
- 5) **Work Schedule:** Please complete work schedule to coincide/fall within the contract start and end dates. Estimate first task start date 90 days from date of signature.

- 6) **Additional Terms and Conditions:** These are conditions set forth by MEMA. Please review and sign. These conditions/requirements must be satisfied to be eligible for funding.
- 7) **Designation of Project Manager Form:** The CEO must appoint a local Project Manager for this Agreement. Once this appointment is made, please complete and sign the provided form.
- 8) **FEMA Assurances and Certifications:** The Assurances and Certifications shall be reviewed and the Summary Sheet signed by the CEO. Please check only those that apply to your project: Either Part I or Part II, always Part III, never Part IV.
- 9) **A-133 Audit Reporting Form:** The CEO must complete and sign.
- 10) **FEMA Record of Environmental Considerations:** Environmental Review conditions may have been established by FEMA for this project. These conditions/requirements must be satisfied to be eligible for funding.
- 11) **Sample Request for Funds** is included for your reference and will need to be completed and accompany future requests for reimbursement. Funds can be requested at any point in the work schedule. Once you are ready to request funds, please contact MEMA and we will assist you with this process.
- 12) **Sample Quarterly Performance Report** is included for your reference and must be provided on a quarterly basis. Notification will be sent via e-mail when report is due.

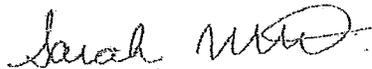
Please return this fully executed contract package within 60 days to:

Massachusetts Emergency Management Agency  
Shirletta Leung, Lead Hazard Mitigation Contract Specialist  
400 Worcester Road  
Framingham, MA 01702

Once the CEO has signed all required forms, MEMA will approve the contract and return an executed copy to you. Please carefully review all provisions of the attached grant agreement prior to execution. Just a reminder, no work can begin on this project until the contract is executed by all parties and a Notice to Proceed is issued

Please do not hesitate to contact Sherry Leung at (508) 820-1436 with any questions or concerns regarding the HMGP grant agreement and associated paperwork.

Sincerely,



Sarah White  
Hazard Mitigation Grants Supervisor

Enclosures  
Cc: File

### Woloski Park HMGP Voluntary Participants



**Property Information**

**Property ID** 020-2487  
**Location** 4 WOLOSKI PK  
**Owner** HARGROVE, KATHY

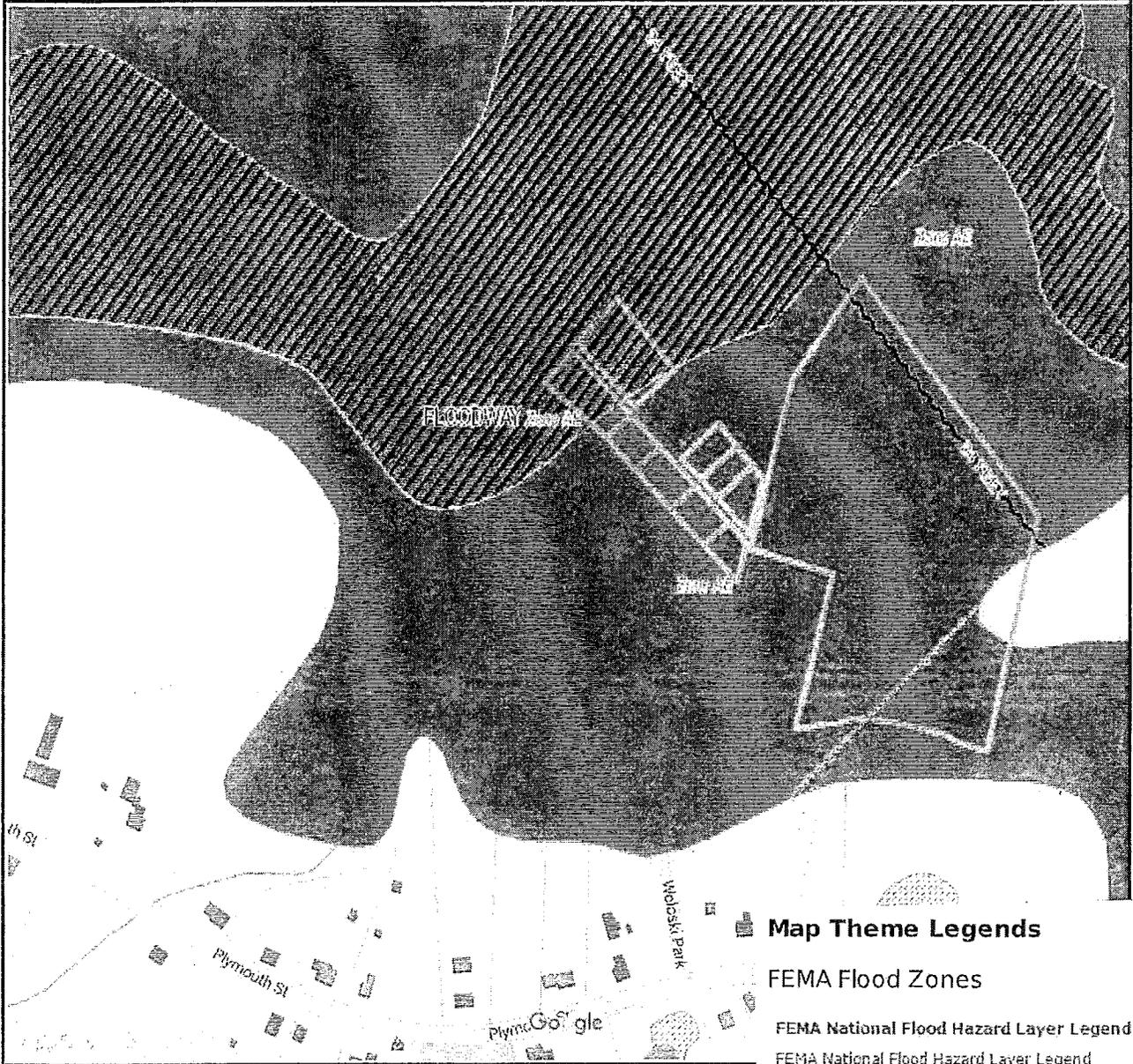


**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town of Middleborough, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 9/1/2015  
Properties updated 10/1/2015

### Woloski Park Flood Plain Map



#### Map Theme Legends

#### FEMA Flood Zones

##### FEMA National Flood Hazard Layer Legend

##### FEMA National Flood Hazard Layer Legend

- A: 2% Annual Chance of Flooding, no BFE
- AE: 1% Annual Chance of Flooding, with BFE
- AE: Regulatory Floodway
- AH: 1% Annual Chance of 1-3ft Ponding, with BFE
- AO: 1% Annual Chance of 1-3ft Sheet Flow Flooding, with Depth
- VE: High Risk Coastal Area
- D: Possible But Undetermined Hazard
- X: 0.2% Annual Chance of Flooding
- X: Reduced Flood Risk due to Levee
- Area Not Included
- Area with no DFIRM - Paper FIRMs in Effect



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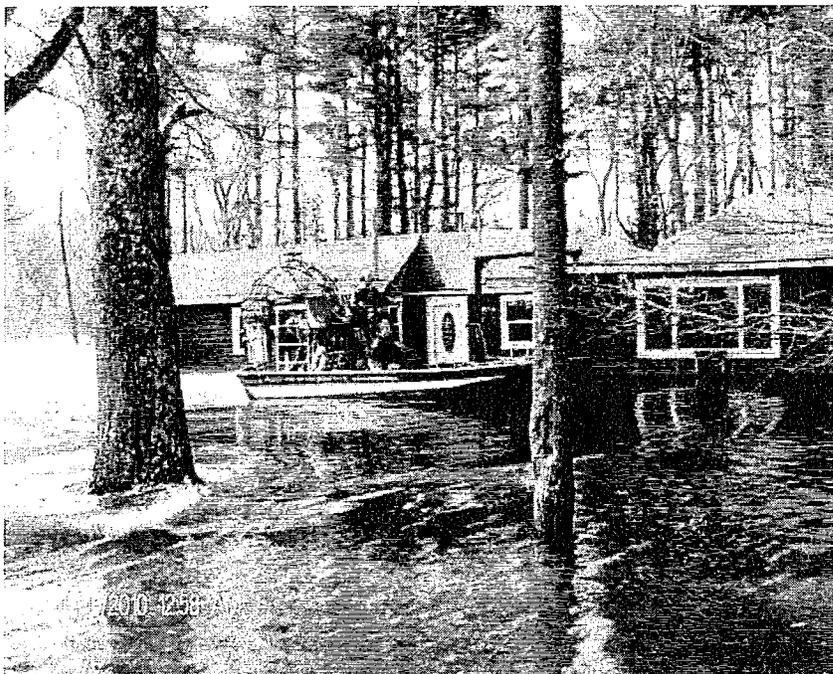
Woloski Park Roadway, flooded by approximately six feet of water in March 2010; Photo taken March 2010, looking due north toward the neighborhood. Airboat shown entering property to evacuate residents. Telephone poles indicate right of way.



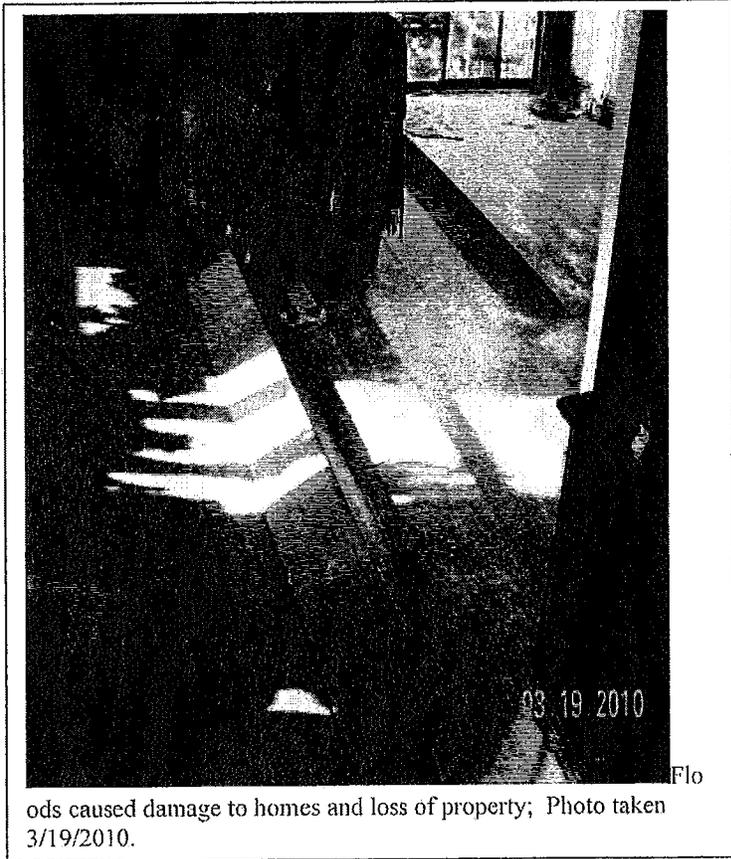
Roadway in flood, showing canoes used for egress in flood conditions. Photo taken March 16, 2010, as residents evacuate after power is cut to their homes during first of the two major 2010 floods.



Floods costly to town in emergency response expenses; photo taken 3/16/2010 from side of Woloski Park road looking due north toward the neighborhood.



Floods costly to town in emergency response expenses; photo taken 3/16/2010 from northeast side of #4 Woloski Park, looking toward the southwest.



oods caused damage to homes and loss of property; Photo taken 3/19/2010.



oods cause loss of utilities; Photo taken 3/16/2010.



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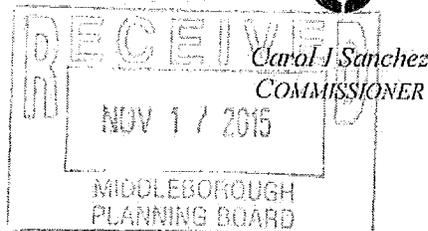
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Robert Nunes, Town Manager  
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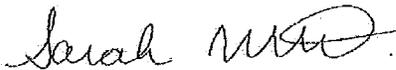
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Sincerely,



Sarah White  
Hazard Mitigation Grants Supervisor

Enclosures

Cc: File

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME: Town of Middleborough  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191822

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
e-mail

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

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME: Town of Middleborough  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191822

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X

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

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

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

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

My commission expires on:

AFFIX NOTARY SEAL

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

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

AFFIX CORPORATE SEAL

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Middleborough (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> MA Emergency Management Agency <b>MMARS Department Code:</b> CDA
<b>Legal Address:</b> (W-9, W-4, T&C): 20 Centre Street Middleborough, MA 02346	<b>Business Mailing Address:</b> 400 Worcester Road, Framlingham, MA 01702
<b>Contract Manager:</b> Robert Nunes, Town Manager	<b>Billing Address (if different):</b>
<b>E-Mail:</b> rnunes@middleborough.com	<b>Contract Manager:</b> Scott MacLeod, Mitigation and Disaster Recovery Section Chief
<b>Phone:</b> (508) 947-0928 <b>Fax:</b>	<b>E-Mail:</b> scott.macleod@state.ma.us
<b>Contractor Vendor Code:</b> VC6000191822	<b>Phone:</b> 508-820-1445 <b>Fax:</b> 508-820-1404
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001, (Note: The Address ID must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> HMGP189526MIDDLEBORO <b>RFR/Procurement or Other ID Number:</b> FHMPG1895
<p style="text-align: center;"><u>NEW CONTRACT</u></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$752,824.00	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of this contract is to award funds granted under the FEMA HMGP 1895 Hazard Mitigation Grant Program CFDA 97.039 Woloski Park Acquisition. See attached scope of work for more information.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of 10/28/2018 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Robert G. Nunes</u> Print Title: <u>Town Manager</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

## CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

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posted.

## CONTRACT END DATE

### COMMONWEALTH TERMS AND CONDITIONS

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

### COMPENSATION

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

### PAYMENTS AND PROMPT PAY DISCOUNTS

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

### BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

### ANTICIPATED START DATE

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

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

### CERTIFICATIONS AND EXECUTION

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

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

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

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

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

### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 95D C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29 s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 65A; and the Massachusetts Constitution Article XVIII if applicable.

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

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

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

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

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

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 36A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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\*other damages\* shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall \*other damages\* exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

## EXECUTIVE ORDERS

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

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

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

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

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

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

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

SCOPE OF WORK  
HMGP 1895-26  
Town of Middleborough  
Acquisition of Woloski Park

Scope of Work:

The proposed work involves the acquisition and demolition of ten (10) residential properties listed below. All of these properties are located along the Taunton River. All structures and utilities from the properties listed above, once acquired, will be demolished and removed returning the area to open space. These mitigation measures will eliminate the risk of flood damage to the homeowner's property. Additionally, the project will eliminate the need to provide emergency services and disaster assistance in the future.

- 2 & 12 Woloski Park
- 4 Woloski Park
- 5 Woloski Park
- 6 Woloski Park
- 7 & 11 Woloski Park
- 9 Woloski Park
- 13 Woloski Park
- 15 Woloski Park
- 14 & 16 Woloski Park
- 17 Woloski Park

Budget Information- Hazard Mitigation Programs

Name of Sub-Recipient					Grant Program					
Town of Middleborough					HMGP 1895-26					
CFDA #		Federal Identification Number		Budget (Check One)		Budget Period			Strategic Funds Management	
97.039		04-6001221		New <input type="checkbox"/> Revised <input type="checkbox"/>		From: 10/28/15 To: 10/28/18			Yes <input type="checkbox"/> No <input type="checkbox"/>	
FEMA Ob#	Task	Activity/Cost Classification		A. Eligible and Approved Total Cost		B. Local Share*		C. Federal Share**		
	1	Property Appraisals		\$13,500.00		\$3,375.00		\$10,125.00		
	2	Phase 1 Assessment and Closing		\$22,500.00		\$5,625.00		\$16,875.00		
	3	Property Acquisition / tenant relocation		\$909,700.00		\$227,425.00		\$682,275.00		
	4	Permits/Utility disconnect		\$10,368.00		\$2,592.00		\$7,776.00		
	5	Demolition/Site restoration		\$47,697.00		\$11,924.00		\$35,773.00		
		Subtotal		\$1,003,765.00		\$250,941.00		\$752,824.00		
		Project (Program ) income								
		Total		\$1,003,765.00		\$250,941.00		\$752,824.00		
* Local Share, per regulation, is at most 25% of total eligible and approved costs ** Federal share, per regulation, is at least 75% of total eligible and approved costs										
Please provide a dollar amount that you anticipate spending in each fiscal year listed below for the federal funds only										
	FY 16		FY 17		FY 18					
	FY 19									



Massachusetts Emergency Management Agency  
Unified Hazard Mitigation Grant Program Terms and Conditions for HMGP (Hazard Mitigation Grant Program), Pre Disaster Mitigation Program (PDM), and Flood Mitigation Assistance Program (FMA)

- I. **Purpose:** The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) programs present a critical opportunity to reduce the risk to individuals and property from natural hazards while simultaneously reducing reliance on Federal disaster funds. The HMA programs are offered as cost-share reimbursement grants.
- II. **Statutory and Regulatory Basis:** The funding for this Agreement is allocated to the Agency by FEMA pursuant to the provisions of the following specific sections: Hazard Mitigation Grant Program (HMGP) pursuant to the provisions of Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5170c; Flood Mitigation Assistance Program (FMA) pursuant to the provisions of Section 1366 of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4104c; Pre Disaster Mitigation Program (PDM) pursuant to the provisions of Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5133 and in 44 CFR. The Sub-Recipient shall comply with all provisions of this Agreement and the above referenced statute.
- III. **Parties:** The Massachusetts Emergency Management Agency (MEMA), referred to herein as the Recipient, is the primary State agency responsible for financial and programmatic administration of contracts and agreements under the grants between eligible parties listed and MEMA. The HMGP provides funds to States, Territories, Indian Tribal governments, local governments, and eligible private non-profits (PNP's) following a Presidential major disaster declaration. The PDM and FMA programs provide funds annually to States, Territories, Indian Tribal governments and local governments, referred to herein as the Sub-Recipient.
- IV. **Administrative and Procurement Requirements:** The Sub-Recipient shall comply with the provisions of 44 C.F.R. Part 13, Uniform Administrative Requirements, regarding grants and cooperative agreements to State and Local Governments. The Sub-Recipient shall pay specific attention to 44 C.F.R. 13.36 as related to procurement. This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. The Sub-Recipient is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Sub-Recipient to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.
- V. **Designation of Project Manager:** The name of the Sub-Recipient's Project Manager and the duties of the named individual under this Agreement are provided the Designation of Project Manager Form. If the Sub-Recipient's Project Manager should change during the course of this Agreement, the Sub-Recipient shall notify the Agency within ten (10) business days by providing an updated Designation of Project Manager form to the Agency. The Project Manager shall be an employee or elected official of the Sub-Recipient. Project manager may or may not be signatory for the Sub-Recipient.
- VI. **Scope of Work:** The Scope of Work included in this agreement, as approved by FEMA, is the only work that is eligible for reimbursement.
- VII. **Scope of Work Modification:** In order to modify the approved accomplishments delineated in the scope of work of this Agreement, the Sub-Recipient shall request a scope of work modification on the Scope of Work Modification Request, which will be provided by the Agency. Each request for a scope of work modification shall delineate the proposed change(s) in scope; and a new budget and work schedule if necessary. If the modification results in additional costs, a new Benefit Cost Analysis (BCA) is required and must be submitted to FEMA for approval along with the request to modify the scope of work. (See paragraph IX regarding cost overruns). The request shall be reviewed by the Agency, and, if approved, sent to FEMA for review. If the change is approved by FEMA, it will be incorporated into this Agreement by letter. All approvals will be at FEMA's discretion. Scope of Work modification must be approved prior to the implementation of the requested change. There is no guarantee that scope of work modification will be approved. Please confer with mitigation

## Massachusetts Emergency Management Agency

Unified Hazard Mitigation Grant Program Terms and Conditions for HMGP (Hazard Mitigation Grant Program), Pre Disaster Mitigation Program (PDM), and Flood Mitigation Assistance Program (FMA)

staff on any requests. A Scope of Work modification may require a new state contract/contract amendment be executed.

- VIII. **Work Schedule:** The work schedule delineates the time line, and accomplishments for this Agreement.
- IX. **Budget:** The Budget form shows the approved line items, approved costs, and the fiscal year expenditures for the life of the contract.
- X. **Request for Funds:** Only the costs delineated in the Budget of this agreement are approved expenditures and defined as allowable costs in Office of Management and Budget (OMB) Circular A-87 and 44 C.F.R. Part 13 and are eligible for reimbursement. Funds under this Agreement shall be released by the Agency to the Sub-Recipient on a reimbursement basis or in special instances, on a short-term advance basis as authorized by Federal law and negotiated with the Agency, consistent with Federal and State regulations. Funds shall be requested from the agency on the request for funds form provided. Ten (10) percent of the funds available under this Agreement will not be released prior to the completion of the project and/or clearance of any outstanding findings of noncompliance with the terms and conditions of this Agreement. The grant represents the federal share of the project. The federal share will be at least 75% of the total eligible project costs, while the local share is at most 25% of the total eligible costs. For the FMA Program, Severe Repetitive Loss Properties may receive up to 100% federal share of the total eligible costs, with no local share required. Repetitive Loss Properties may receive up to 90% federal share of total eligible costs, while local share may be 10%. Should project costs increase, the local share must increase as the federal share is fixed once it is awarded. Final request for funds will be submitted no later than 60 (sixty) days after performance period end date.
- XI. **Documentation Requirements Required for Release of Funds:** The Sub-Recipient shall provide the following documentation to the Agency concurrent with each Request for Funds form:
- a. Documentation which demonstrates that the work for which funding is requested is completed to all applicable Federal, State, and local codes and standards
  - b. The construction plans and/or scope of work for construction projects, as applicable.
  - c. Documentation which demonstrates that the goods and/or services for which reimbursement is requested were procured in a manner consistent with local and state policies (Chapter 30b) and in accordance with Federal procurement regulations at 44 C.F.R. 13.36.
  - d. Documentation that demonstrates actual payment made by Sub-Recipient ("Proof of Payment"). This includes, but is not limited to canceled checks, signed payroll warrants, certified municipal payment records.
  - e. Documentation which demonstrates the expenditure of the required local cost-share, inclusive of documentation for "in-kind" services or goods.
  - f. For elevation and retrofit (i.e. utility) projects, a Homeowner Elevation Summary Sheet must be completed in full for each property that receives grant funds. Addresses must be provided for all properties prior to the work commencing. Sub-Recipient must submit all applicable information from the Homeowner Elevation Summary Sheet prior to any funds being released.
- XII. **Budget Amendments:** In order to modify the approved line item budget delineated in this Agreement, the Sub-Recipient shall request a line item budget amendment, in writing. Each request for a line item budget amendment shall be on a revised Budget Form, delineating the proposed budget change(s) and provide a narrative justification for the proposed change(s). The request shall be reviewed by the Agency, in accordance with 44 CFR 13.30, and, if approved, incorporated into this Agreement by letter or contract amendment. FEMA review and approval may be required in certain circumstances, in accordance with 44 CFR 13.30. Amendments to fiscal year projections may be requested no later than May 1, to ensure a revised contract is executed prior to the end of the state fiscal year.
- XIII. **Cost Overrun:** Cost overruns can only be considered for the HMGP Program. Cost overruns may be entertained if there are available funds in the grant, due to cost underruns of other sub-recipient projects, or, projects not moving forward. Sub-recipients will notify the Agency when/if they anticipate a cost overrun. The

Massachusetts Emergency Management Agency  
Unified Hazard Mitigation Grant Program Terms and Conditions for HMGP (Hazard Mitigation Grant Program), Pre Disaster Mitigation Program (PDM), and Flood Mitigation Assistance Program (FMA)

Sub-recipient shall cover the cost overrun with local funds. When the project is completed, a request for a cost overrun will be submitted to the Agency, with all appropriate back-up documentation. The Agency will review, and if approved, will forward the request to FEMA for their review and approval. If FEMA approval is obtained, a new obligation will be done for the federal share of total eligible overrun costs. There is no guarantee that cost overruns will be approved. Please confer with mitigation staff on any requests. (See paragraph XII if overrun is caused by scope of work modification). If cost overrun is approved; a new state contract will be prepared for execution.

- XIV. **Recoupment of Funds:** MEMA will recoup mitigation project funds for grants that do not meet the requirements set forth in the approved and or modified scope of work by the end of the performance period (contract) end date. MEMA will recoup mitigation planning funds for grants that do not meet the deliverable criteria of an adopted, FEMA approved mitigation plan by the end of the performance period (contract) end date. Sub-Recipients will be notified and required to issue a check to the "Commonwealth of Massachusetts" sent to MEMA.
- XV. **Period of Performance Time Extensions:** Requests for time extensions to the performance period (contract) end date will be considered, but will not be granted automatically. The request must be submitted on the Extension Request Justification Form, which will be provided by the Agency. The form requires a written explanation of the reasons for the delay, an outline of remaining funds available to support the extended performance period (contract) end date, and a description of the performance measures necessary to complete the mitigation activity. Financial and quarterly progress reports must be current in order for a time extension to be considered. Please confer with mitigation staff on any request.
- XVI. **Monitoring and Technical Assistance:** Contract compliance monitoring and technical assistance visits may be scheduled with the Sub-Recipient during the period of performance of this Agreement. Contract compliance monitoring visits may consist of, but not limited to,
- a. Site Visit: Monitor the progress of the project with a field review of completed work.
  - b. Desk Review: Monitor and review the Sub-Recipient's financial, programmatic and administrative policies and procedures
  - c. Technical Assistance: Available to the Sub-Recipient on request for financial, programmatic, and administrative questions/concerns at any time during the contract period.
- XVII. **A-133 Audit Requirements:** Per OMB regulations, the Sub-Recipient is subject to A-133 audit requirements. The Sub-Recipient agrees to submit a copy of any A-133 audits reports to MEMA. The Sub-Recipient further agrees to notify MEMA of any A-133 audit findings specifically related to FEMA funded activities. The Sub-Recipient acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments. The Sub-Recipient agrees to abide by OMB regulations and to submit the attached A-133 acknowledgement form as part of this contract package.
- XVIII. **Federal Funding Accounting and Transparency Act:** FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). The Sub-Recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package.
- XIX. **Hazard Mitigation Plans:** For planning grants only, plans shall be submitted to the Agency for initial review and coordination. All plan submissions, including maps, shall be submitted electronically in a manageable file size. Submissions can be made via e-mail or CD/DVD or other acceptable format. Completed drafts will be submitted to FEMA for review and approval. Final payment will be made after receipt of final deliverables, including the formal FEMA approval.
- XX. **Compliance with Environmental Regulations:** This Agreement does not relieve the Sub-Recipient of its responsibility to comply with any and all applicable State, Federal, and local laws regarding the human and natural environment. Therefore, all applicable permits, reviews, and approvals must be obtained by the Sub-Recipient as a condition of this Agreement. The Sub-Recipient shall provide 3 (three) copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Sub-Recipients are encouraged to integrate

Massachusetts Emergency Management Agency  
Unified Hazard Mitigation Grant Program Terms and Conditions for HMGP (Hazard Mitigation Grant Program), Pre Disaster Mitigation Program (PDM), and Flood Mitigation Assistance Program (FMA)

National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44CFR Part 10, with the initial planning and decision making process for this program. The Sub-Recipient must follow all environmental review conditions imposed by FEMA on this grant award; these conditions are in the Record of Environmental Consideration included in this agreement.

- XXI. **Bid Specification/Design Drawings/Plans:** The Sub-Recipient shall provide 3 (three) complete copies of all preliminary and final bid specifications, design drawings, and/or plans for this project prior to the start of construction. The Sub-Recipient shall provide 3 (three) complete sets of final "as-built" drawings/plans. Final payment will be made after receipt of final deliverables.
- XXII. **Debarment and Anti-Lobbying Certification:** The Sub-Recipient hereby certifies under the pains and penalties of perjury that it, or any of its contractors or subcontractors under this grant agreement, are not currently debarred or suspended by the Commonwealth of Massachusetts, or any of the entities or subdivisions, under any Commonwealth law or regulation, including but not limited to, M.G.L. c. 29, M.G.L. c. 152, Federal Executive Orders 12549 and 12689, Commonwealth Executive Order 147 and that it is in compliance with the Federal Anti-Lobbying requirements of 31 USC 1352.
- XXIII. **Assurances and Certifications:** For the HMGP Program only, the Assurances and Certifications shall be reviewed and the Summary Sheet for Assurances and Certifications shall be signed by the Sub-Recipient and incorporated into this agreement.
- XXIV. **Non-Discrimination:** The Sub-Recipient shall comply with Title VI of the 1964 Civil Rights Act and Section 308 of the Stafford Act. The Sub-Recipient will ensure that no discrimination is practiced. The Sub-Recipient will ensure fairness, equity and equal access when consulting and making offers to property owners that benefit from mitigation activities.
- XXV. **Record Keeping and Retention, Inspection of Records:** The Sub-Recipient shall maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
- XXVI. **Quarterly Reports:** All Sub-Recipients shall submit a quarterly report as evidence of project progress. The report is due on October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup> and July 1<sup>st</sup> of each year. Electronic submissions are acceptable and preferable. Failure to submit quarterly reports in a timely manner may jeopardize federal reimbursement.
- XXVII. **Project Sign:** For physical construction projects with total costs over \$500,000.00 and located within a contiguous site, the Sub-Recipient shall erect a sign, at a suitable location near the project site. This sign shall be at least eight (8) feet long by four (4) feet high and meet the specifications delineated by MEMA staff. Please confer with the mitigation staff on this requirement.
- XXVIII. **Maintenance:** The Sub-Recipient hereby agrees that it accepts responsibility, at its own expense if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of funding associated with this grant agreement. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth. Annual inspections should be documented and maintained by the recipient, since this would be essential in determining the eligibility of Federal funding for future damages arising at the project site.

Massachusetts Emergency Management Agency

Unified Hazard Mitigation Grant Program Terms and Conditions for HMGP (Hazard Mitigation Grant Program), Pre Disaster Mitigation Program (PDM), and Flood Mitigation Assistance Program (FMA)

- XXIX. **Insurance:** In compliance with Public Law 103-235, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any Federal assistance provided to a person for the repair, replacement, or restoration for damage to any personal, residential, or commercial property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.
  
- XXX. **Copyright:** FEMA and MEMA reserve a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

As the duly authorized representative of the Sub-Recipient, I hereby acknowledge and certify that the Sub-Recipient will comply with the above terms and conditions.

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## DESIGNATION OF PROJECT MANAGER FORM

\_\_\_\_\_  
(Name of Project Manager)

\_\_\_\_\_  
(Official Title)

is responsible for the administration, work monitoring, and the coordination of MEMA Mitigation Programs  
for the Town of Middleborough  
(Applicant)

### Project Manager:

\_\_\_\_\_  
Typed Name and Official Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
e-mail

### AUTHORIZING OFFICIAL:

\_\_\_\_\_  
Typed Name and Official Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
e-mail

Please return this completed form as soon as possible to:  
Massachusetts Emergency Management Agency  
Hazard Mitigation Department  
400 Worcester Road  
Framingham, MA 01702-5399

U.S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025  
Expires July 31, 2007

FOR  
FY 2016

CA FOR (Name of Recipient)  
Town of Middleborough

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II  FEMA Form 20-16B, Assurances-Construction Programs
- Part III  FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV  SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**NOTE:** By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**

U.S DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B. No. 1660-0025  
Expires July 31, 2007

Paperwork Burden Disclosure Notice

Paperwork reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden estimate to: Information Collection Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. NOTE: Do not send your completed form to the above address.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U. S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
**ASSURANCES-CONSTRUCTION PROGRAM**

O.M.B. No. 1660-0025  
Expires July 31, 2007

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). NOTE: Do not send your completed form to this address.

**NOTE"**

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal Share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict to interest, or personal gain.
8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's standards for a Merit System of Personnel Administration (5 C.F.R. 900-subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statues(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is \$ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (H) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U. S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

O.M.B. No. 1660-0025  
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

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

Standard Form-LLL "Disclosure of Lobbying Activities" attached  
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distributions  
(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

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

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

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

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

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

Place of Performance (Street address, City, County, State, Zip code)

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Check  If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

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**Standard Form LLL: Disclosure of Lobbying Activities**

Approved by OMB  
0348-0046

<p>1. Type of Federal Action</p> <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	<p>2. Status of Federal Action</p> <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post Award	<p>3. Report Type</p> <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change
		<p>For Material Change Only:</p> <p>Year: _____ Quarter: _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier # _____ (if known) <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in Number 4 is Sub-Awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/ Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>
<p>8. Federal Action Number (if known):</p>		<p>9. Award Amount (if known)</p>
<p>10. a Name and Address of Lobbying Registrant: (if individual, last name, first name, MI)</p>		<p>10. b Individuals Performing Services (including address if different from 10a.)</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>

**FEDERAL USE ONLY:**

Massachusetts Emergency Management Agency  
Federal OMB Circular A-133 Audit Reporting Form

Name of Organization: Town of Middleborough  
Address: 20 Centre Street  
Middleborough, MA 2346

Was your local government or not for profit organization required to have an audit of Federal Funds performed for the most recently closed fiscal year? (Spending of more than \$500,000 in Federal Funds from all sources) If yes, please fill out the rest of this form. If no, please sign it and return.

Yes  No

Does your local government or not for profit organization have any findings or questioned costs related to grants administered by the Massachusetts Emergency Management Agency in your most recent audit?

Yes  No

If yes is checked above, please fill in the summary work sheet attached, listing the number of the finding in the A-133 Audit, the title of the finding, the initial date of the finding and the status of the corrective action taken to eliminate the finding and if questioned costs were identified.

If you have not fully implemented a corrective plan, you may receive a letter from our office requesting a new date for the implementation of your corrective action plan. Failure to implement corrective action plans could result in a loss of funds administered by the Massachusetts Emergency Management Agency.

I verify that the information presented in this form is accurate to the best of my knowledge.

\_\_\_\_\_  
Signature Date Title

\_\_\_\_\_  
Printed Name



**FEMA Record of Environmental Consideration**

**PLEASE NOTE THE CONDITIONS WHICH FEMA HAS  
ESTABLISHED FOR THIS PROJECT**

# Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10.

Project Name/Number: FEMA-1895-HMGP-Woloski Park Neighborhood Acquisition

Project Location:

2 & 12 Woloski Park	Latitude: 41.9323 Longitude: 70.9448
4 Woloski Park	Latitude: 41.9318 Longitude: 70.9441
5 Woloski Park	Latitude: 41.9322 Longitude: 70.9440
6 Woloski Park	Latitude: 41.9322 Longitude: 70.9445
7 & 11 Woloski Park	Latitude: 41.9324 Longitude: 70.9442
9 Woloski Park	Latitude: 41.9325 Longitude: 70.9439
13 Woloski Park	Latitude: 41.9324 Longitude: 70.9445
15 Woloski Parl	Latitude: 41.9326 Longitude: 70.9447
14 & 16 Woloski Park	Latitude: 41.9326 Longitude: 70.9452
17 Woloski Park	Latitude: 41.9330 Longitude: 70.9450

Project Description:

The proposed work involves the acquisition and demolition of ten (10) residential properties listed above. All of these structures are located along the Taunton River. All structures and utilities from the properties listed above, once acquired, will be demolished and removed returning the area to open space. These mitigation measures will eliminate the risk of flood damage to the homeowner's property. Additionally, the project will eliminate the need to provide emergency services and disaster assistance in the future.

## Documentation Requirements

- No Documentation Required (Review Concluded)
- (Short version) All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply. (Review Concluded)
- (Long version) All applicable laws and executive orders were reviewed. Additional information for compliance is attached to this REC.

## National Environmental Policy Act (NEPA) Determination

- Statutorily excluded from NEPA review. (Review Concluded)
- Categorical Exclusion - Category xv & xvi  Type Single Project
  - No Extraordinary Circumstances exist.
  - Are project conditions required?  Yes (see section V)  No (Review Concluded)
  - Extraordinary Circumstances exist (See Section IV).

- Extraordinary Circumstances mitigated. (See Section IV comments)  
Are project conditions required?  Yes (see section V)  No (Review Concluded)
- Environmental Assessment required. See FONSI for determination, conditions and approval.
- Environmental Assessment required. See FONSI for determination, conditions and approval.

**Comments:** This project has been determined to be Categoricaly Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with 44 CFR Part 10.8(d)(2)(xv & xvi). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

### Reviewer and Approvals

FEMA Environmental Reviewer.

Name: Richard H. Verville

Signature Richard H Verville Date 12/8/2011

FEMA Regional Environmental Officer or delegated approving official.

Name: John P Sullivan

Signature John P Sullivan Date 12/19/11

### I. Compliance Review for Environmental Laws (other than NEPA)

#### A. National Historic Preservation Act

- Not type of activity with potential to affect historic properties. (Review Concluded)
- Applicable executed Programmatic Agreement. (insert date) Otherwise, conduct standard Section 106 review.
- NA*  Activity meets Programmatic Allowance # \_\_\_\_\_  
Are project conditions required?  Yes (see section V)  No (Review Concluded)

#### HISTORIC BUILDINGS AND STRUCTURES

- No historic properties 50 years or older in project area. (Review Concluded)
- Building or structure 50 years or older in project area and activity not exempt from review.
  - Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required?  Yes (see section V)  No (Review Concluded)
  - Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
    - Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
    - No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).  
Are project conditions required?  Yes (see section V)  No (Review Concluded)
    - Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
      - Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required  Yes (see section V)  No (Review Concluded)

#### ARCHEOLOGICAL RESOURCES

- Project affects only previously disturbed ground. (Review Concluded)
- Project affects undisturbed ground.
  - Project area has no potential for presence of archeological resources

- Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). (Review Concluded)
- Project area has potential for presence of archeological resources
  - Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required  Yes (see section V)  No (Review Concluded)
  - Determination of historic properties affected
    - NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).  
Are project conditions required  Yes (see section V)  No (Review Concluded)
    - NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
      - No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)  
Are project conditions required?  Yes (see section V)  No (Review Concluded)
      - Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
        - Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required?  Yes (see section V)  No (Review Concluded)

*Comments:* See SHPO concurrence letter dated 11/15/2011 with concurrence dated November 23, 2011

### B. Endangered Species Act

- No listed species and/or designated critical habitat present in the action area. (Review Concluded)
- Listed species and/or designated critical habitat present in the action area.
  - No effect to species or designated critical habitat. (See comments for justification) (Review Concluded)
  - May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) (Review Concluded)
  - Likely to adversely affect species or designated critical habitat
    - Formal consultation concluded. (Biological Assessment and Biological Opinion on file)  
Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:* The Red-bellied Cooter is known to exist in coastal ponds in Plymouth County, Massachusetts. These properties are along the Taunton River and their removal will have no affect on the Red-bellied Cooter. And there are no critical habitats in the area.

*Correspondence/Consultation/References:* See e-mail from USFWS Dated 12/8/2011

### C. Coastal Barrier Resources Act

- Project is not located in Coastal Barriers Resource System or Otherwise Protected Area.
- Project does not affect a coastal barrier within the COBRA System (regardless of in or out) (Review Concluded)
- Project is located in a coastal barrier system and/or affects a coastal barrier. (FEMA determination/USFWS consultation on file)
  - Proposed action an exception under Section 3505.a.6? (Review Concluded)
  - Proposed action not excepted under Section 3505.a.6.  
Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*

*Correspondence/Consultation/References:*

### D. Clean Water Act

- Project site located outside of and would not affect any waters of the U.S. (Review Concluded)
- Project site located in or would affect waters, including wetlands, of the U.S.
  - Project exempted as in kind replacement or other exemption. (Review Concluded)
  - Project may require Section 404/401/10 permit, including qualification under Nationwide Permits.  
Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*  
*Correspondence/Consultation/References:*

### E. Coastal Zone Management Act

- Project does not affect a coastal zone area (regardless of in or out)- (Review concluded)
  - Project is not located in a coastal zone area - (Review concluded)
  - Project is located in a coastal zone area and/or affects the coastal zone
    - State administering agency does not require consistency review. (Review Concluded).
    - State administering agency requires consistency review.
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*  
*Correspondence/Consultation/References:*

### F. Fish and Wildlife Coordination Act

- Project is not located in or affects a waterway/body of water. (Review Concluded)
  - Project affects, controls or modifies a waterway/body of water.
    - Coordination with USFWS conducted
      - No Recommendations offered by USFWS. (Review Concluded)
      - Recommendations provided by USFWS.
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:* The Red-bellied Cooter is known to exist in coastal ponds in Plymouth County, Massachusetts. These properties are along the Taunton River and their removal will have no affect on the Red-bellied Cooter. And there are no critical habitats in the area.

*Correspondence/Consultation/References:* See e-mail from USFWS Dated 12/8/2011

### G. Clean Air Act

- Project will not result in permanent air emissions. (Review Concluded)
  - Project is located in an attainment area. (Review Concluded)
  - Project is located in a non-attainment area.
    - Coordination required with applicable state administering agency..
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*  
*Correspondence/Consultation/References:*

### H. Farmlands Protection Policy Act

- Project does not affect prime or unique farmland. (Review Concluded)
  - Project causes unnecessary or irreversible conversion of prime or unique farmland.
    - Coordination with Natural Resource Conservation Commission required.
      - Farmland Conversion Impact Rating, Form AD-1006, completed.
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*  
*Correspondence/Consultation/References:*

### I. Migratory Bird Treaty Act

- Project not located within a flyway zone. (Review Concluded)
- Project located within a flyway zone.
  - Project does not have potential to take migratory birds. (Review Concluded)

- Project has potential to take migratory birds.
  - Contact made with USFWS
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*  
*Correspondence/Consultation/References:*

### J. Magnuson-Stevens Fishery Conservation and Management Act

- Project not located in or near Essential Fish Habitat. (Review Concluded)
- Project located in or near Essential Fish Habitat.
  - Project does not adversely affect Essential Fish Habitat. (Review Concluded)
  - Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
    - NOAA Fisheries provided no recommendation(s) (Review Concluded).
    - NOAA Fisheries provided recommendation(s)
      - Written reply to NOAA Fisheries recommendations completed.
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*  
*Correspondence/Consultation/References:*

### K. Wild and Scenic Rivers Act

- Project is not along and does not affect Wild or Scenic River - (Review Concluded)
- Project is along or affects Wild or Scenic River
  - Project adversely affects WSR as determined by NPS/USFS. FEMA cannot fund the action. (NPS/USFS/USFWS/BLM consultation on file)
  - Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*  
*Correspondence/Consultation/References:*

### L. Other Relevant Laws and Environmental Regulations

Identify relevant law or regulations, resolution and any consultation/references

## II. Compliance Review for Executive Orders

### A. E.O. 11988 - Floodplains

- Outside Floodplain and No Effect on Floodplains/Flood levels - (Review Concluded)
- Located in Floodplain or Effects on Floodplains/Flood levels
  - No adverse effect on floodplain or can be adversely affected by the floodplain. (Review Concluded).
  - Beneficial Effect on Floodplain Occupancy/Values (Review Concluded).
  - Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
    - 8 Step Process Complete - documentation on file
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:* Portions of the project area are located within an "A" zone, area of 100-yr flooding, as per Flood Insurance Rate Map (FIRM) panel 250275, dated 8/1/1983. Project is the acquisition and demolition of nine structures, which must be coordinated with the local Floodplain Administrator. See Condition

**B. E.O. 11990 - Wetlands**

- Outside Wetland and No Effect on Wetland(s) - (Review Concluded)
- Located in Wetland or effects Wetland(s)
  - Beneficial Effect on Wetland - (Review Concluded)
  - Possible adverse effect associated with constructing in or near wetland
    - Review completed as part of floodplain review
    - 8 Step Process Complete - documentation on file
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:* The Applicant shall ensure that Best Management Practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

*Correspondence/Consultation/References:* <http://107.20.228.18/Wetlands/WetlandsMapper.html>

**C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations**

- No Low income or minority population in, near or affected by the project - (Review Concluded)
- Low income or minority population in or near project area
  - No disproportionately high and adverse impact on low income or minority population- (Review Concluded)
  - Disproportionately high or adverse effects on low income or minority population
- Are project conditions required?  YES (see section V)  NO (Review Concluded)

*Comments:*

*Correspondence/Consultation/References:*

**III. Other Environmental Issues**

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

*Comments:*

*Correspondence/Consultation/References:*

#### IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

\* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

**Yes**

- (i) Greater scope or size than normally experienced for a particular category of action
- (ii) Actions with a high level of public controversy
- (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
- (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
- (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
- (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
- (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
- (viii) Potential for adverse effects on health or safety; and
- (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
- (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments:

## V. Environmental Review Project Conditions

### **General comments:**

1. If ground disturbing activities occur during implementation, the applicant will monitor excavation activity, and if any artifacts or human remains are found during the excavation process all work is to cease and the applicant will notify FEMA, Grantee, and SHPO/THPO.
2. The applicant must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material the applicant must contact the Grantee and the Grantee must contact FEMA. The applicant must also contact the relevant agency with authority for regulation of the material.
3. If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or result in any other unanticipated changes to the physical environment, the Grantee must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.

### **Other Required Project Specific Conditions**

1. The applicant must seed, mulch, and replant any disturbed ground with native shrubs and vegetation. A special effort shall be made to plant native vegetation at higher bank elevations.
2. The applicant must ensure that best managing practices for roads and culverts are utilized, and installation of erosion control. Construction activities that result in disturbed ground must be protected against erosion into the stream. The Town must follow the Clean Water Act's: "Best Management Practices, BMP" for erosion control during construction of this project. This includes, the applicant applying for all local, state, and federal permits and easements necessary to complete the project and obtaining these permits prior to commencement of any work. Any conditions of these permits become conditions of this grant, project, and environmental review. In accordance with FEMA Guidelines, applicants are required to comply with the federal law provisions of: the Water Pollution Control Act, as amended; Section 10 of the Rivers and Harbors Act; and Section 404 of the Clean Water Act, requirements regarding acquisition of appropriate permits or determinations from the U.S. Army Corps of Engineers (USACE) for projects funded by FEMA. All correspondence (including copies of any permits issued by USACE) regarding these determinations should be coordinated with and copies forwarded to FEMA. The applicant must follow all applicable local, state, and federal laws, regulations, and requirements and/or obtain proper local, state, and federal permit concerning this project. Any conditions of this process or these regulations, laws, and policies become conditions of this grant, project, and environmental review.
3. The applicant is required to obtain any applicable permits with the Massachusetts Department of Environmental Protection and the U.S. Army Corps of Engineers prior to construction if this project will impact wetlands. All conditions of any permit acquired become conditions of this grant, and a copy of such permit(s) should be forwarded to FEMA.

4. Applicant must obtain floodplain permit or approval from the local floodplain administrator before work begins.

**Monitoring Requirements:**

*Quarterly Reports and final inspection of scope of work, accounting records and copies of any easements and permits are required.*

U.S. Department of Homeland Security  
Region I  
99 High Street, Sixth Floor  
Boston, MA 02110-2132



FEMA

November 15, 2011

Brona Simon, SHPO  
Massachusetts Historical Commission  
220 Morrissey Blvd.  
Boston, MA 02125-3314

Re: Hazard Mitigation Grant Program (HMGP) – Middleborough, MA  
DR-1895-MA

Dear Ms. Simon:

This letter is to notify you that, in accordance with Section 106 of the National Historic Preservation Act, the Federal Emergency Management Agency (FEMA) has determined that the above referenced proposed project constitute a federally-assisted undertaking. The Commonwealth of Massachusetts has submitted an application from the Town of Middleborough for funding as a Hazard Mitigation Grant Program (HMGP) project. Site maps and photographs are attached.

The purpose of the Federal Emergency Management Agency's (FEMA) HMGP Program is to provide funding to reduce or eliminate the long-term risk of flood damage to residential structures. The proposed work involves the acquisition and demolition of nine (9) residential properties listed in the table below. All but three of the residential structures are over 50 years old and located along the Taunton River.

#	Street	Acquisition Demolition	Built	#	Street	Acquisition Demolition	Built
2&12	Woloski Park	Home	1926	9	Woloski Park	Home	1951
4	Woloski Park	Home	1940	13	Woloski Park	Home	1940
5	Woloski Park	Home	1965	14&16	Woloski Park	Home	1963
6	Woloski Park	Home	1940	17	Woloski Park	Home	1961
7&11	Woloski Park	Home	1940				

All structures and utilities from the properties listed above, once acquired, will be demolished and removed returning the area to open space. These mitigation measures will eliminate the risk of flood damage to the homeowner's property. Additionally, the project will eliminate the need to provide emergency services and disaster assistance in the future.

## Statement of Purpose

Section 106 of the National Historic Preservation Act (NHPA) requires Federal agencies like FEMA to consider the effects of their actions on Historic Properties. In accordance with Title 36 Code of Federal Regulations (CFR) 800, this letter requests SHPO consultation relative to the undertakings listed below for which FEMA funds are requested. Furthermore, we request SHPO concurrence with FEMA's finding of No Historic Properties Affected.

## Determination

FEMA's finding of No Historic, Archeological or Historic Properties are affected by this undertaking is based on the following:

- All construction activities will take place on previously disturbed ground;
- None of the nine properties meet any of the four National Register Criteria;
- None of the nine properties are an integral part of a district or site that meets any of the four National Register Criteria.

I have provided maps of the areas listed above and pictures of the project area.

We request your concurrence with our determination for the Woloski Park Acquisition Project in Middleborough, MA.

Please let me know if you need any additional information. I can be contacted at (617) 956-7524. Thank you for your prompt review.

### Please send your response to:

Richard Verville, Hazard Mitigation Program Specialist  
FEMA Region 1  
99 High Street 6<sup>th</sup> Floor  
Boston, MA 02110-2320

Sincerely,



Richard H. Verville  
Emergency Management Program Specialist

REQUEST FOR FUNDS- MITIGATION PROGRAMS

DATE: 2-12-2010

REQUEST # 12

NAME OF SUB-RECIPIENT: Commonwealth of Mass

GRANT PROGRAM #: PDMC-09-123

VENDOR CODE: VC600000000

INVOICE REQUEST PERIOD: 01-01-2010 TO 01-31-2010

GRANT AMOUNT: \$150,000.00

ACTIVITY / COST CLASSIFICATION

These labels can be changed to match budget

a. Total Budget Approved	b. Total of ALL costs PAID to date	c. Federal Share available (% of approved budget)	d. Federal share being requested (must have been paid)	e. Total of previous federal payments requested and/or paid	f. Balance of grant (c less d less e)
1 Management Expense	\$500.00	\$750.00	\$375.00	\$0.00	\$375.00
2 Land, structures, right-of-way	\$2,200.00	\$1,500.00	\$27.50	\$1,400.00	\$72.50
3 Architectural/engineering basic fees	\$20,000.00	\$15,000.00	\$2,050.36	\$11,249.00	\$1,700.64
4 Other architectural/engineering fees	\$5,000.00	\$3,750.00	\$1,750.00	\$2,000.00	\$0.00
5 Project inspection fees	\$20,000.00	\$15,000.00	\$5,000.00	\$8,500.00	\$1,500.00
6 Land development	\$10,000.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00
7 Relocation expenses		\$0.00	\$0.00	\$0.00	\$0.00
8 Relocation payments to individuals and businesses		\$0.00	\$0.00	\$0.00	\$0.00
9 Demolition and removal	\$50,000.00	\$37,500.00	\$37,500.00	\$0.00	\$0.00
10 Construction and project improvement	\$93,000.00	\$69,750.00	\$0.00	\$0.00	\$69,750.00
11 Equipment					
12 Other (Recording fees, lawyer fees, etc.)					
13 Subtotal (Sum of lines 1-12)	\$201,000.00	\$150,750.00	\$54,202.86	\$23,149.00	\$73,398.14
14 Project (Program) income					
15 Total Project Costs (subline # 14 from #13)	\$201,000.00	\$150,750.00	\$54,202.86	\$23,149.00	\$73,398.14

CERTIFICATION BY AUTHORIZED AGENT/DESIGNATED OFFICIAL OF CONTRACTOR/GRANTEE. I CERTIFY THAT THE EXPENSES SUBMITTED ABOVE REPRESENT THE ACTUAL WORK THAT HAS BEEN COMPLETED AND SUCH WORK HAS BEEN PREVIOUSLY APPROVED IN THE PROJECT SCOPE OF WORK. THAT ALL EXPENSES ARE ALLOWABLE PER FEDERAL OMB CIRCULAR A-87.44 C.F.R. PART 13.22, C.F.R. PART 13.24, AND THAT WORK WAS PROCURED AS STIPULATED IN 44 C.F.R. 13.36 ( FEDERAL PROCUREMENT REGS)

SIGNATURE:

DATE:

MEMA MITIGATION COORDINATOR REVIEWING PAYMENT

SIGNATURE:

DATE:

MEMA DISASTER RECOVERY MANAGER APPROVING PAYMENT

SIGNATURE:

DATE:

MEMA USE ONLY- COMMENTS

Column a: Enter approved budget. Column b: Enter amounts paid by City/Town to date. This is a reimbursement program so column b must always be a running total. Column c: Federal share available (this is the percentage of the approved budget available for reimbursement, normally 75%) This column should remain the same, and the total should be grant amount. Column d: Enter amount for reimbursement. Column e: This is the total of previous federal payments made (Must be a running total) Column f: Balance of grant. (Must be running total) (Column e minus column d minus column e)

Instructions:

Instructions:

- 1 Date of Request
- 2 Request Number: (ex. #3)
- 3 Name of Grantee
- 4 Grant Program Number
- 5 Vendor Code (if known)
- 6 Invoice request period (Time period of invoices) **THIS IS VERY IMPORTANT FOR FISCAL CONCERNS**
- 7 Grant Amount (Amount of FEMA Grant Award)  
Column a: Total approved budget- Fill in amounts from your approved budget  
Column b: Enter total of Costs paid to date. This must be a running total  
Column c: This is a new column. This is the percentage of federal reimbursement of the approved budget amount (usually 75%, must be confirmed with application or award letter.) This column should not change. The total of this column should equal grant amount found in the upper right corner of the form.  
Column d: Federal share being requested.  
Column e: Total of previous federal payments. This must be a running total  
Column f: Balance of grant. Column c minus column d minus column e. This must be a running total.



1. Please describe significant activities and developments that have occurred, which show performance during this quarter, including a comparison of actual accomplishments to the objectives established in the application.

During this period bidding has been conducted and a construction company selected and under contract with the Town. Also almost all of the permitting is complete with just one local signature remaining, due to finalize at the Con Comm's Monthly meeting on 4/5/12.

2. Do you anticipate completion of work within the performance period?      Yes X    No

If not, please describe any problems, delays or adverse conditions that will impair the ability to meet the stated objectives in the application.

None

Do you anticipate:

- |   |     |    |   |
|---|-----|----|---|
| 3. Cost underrun/overrun?                       | Yes | No | X |
| 4. Request for change in Scope?                 | Yes | No | X |
| 5. Request for extension of performance period? | Yes | No | X |

If you answer yes to any of the above, please provide comments in the section below.

Should additional funds become available, this form will be used to track and evaluate if costs are eligible for consideration. This form will also be used to evaluate any requests for change in scope, or performance period extension.

None

## Instructions for MEMA Mitigation Program Quarterly Report

### First Page

#### Top Section:

- Contact Name
- Contact e-mail
- Project Name
- City/Town
- Period covered by this report, ex. January 1, 2012 to March 30, 2012

#### Middle section:

- Project Number: ex. PDMC 01-01
- Summary of Overall Scope: ex: Upgrade 18" stormwater pipe to 24" pipe
- Status Code: 1 thru 5, explanation of codes at bottom of page
- Approved completion date: Period of Performance end date/ Contract end date
- Actual Completion date: Leave blank
- Cost Code: 1 thru 3, explanation of codes at bottom of page.
- Tacks/ Accomplishments: List all timeline items from approved Work Schedule included in executed state contract package. All tasks must be on every report.
- Task start date: Date work began on this task
- Task Duration: Length of time in months to do work
- Estimated task end date: Approximate date of this task being completed
- Percent Complete: As of this reporting period, how much of task is completed, should be cumulative

#### Bottom Section:

- Regarding Single Audit Act of 1996, Answer: Yes, or No

### Second Page

1. Brief synopsis of work completed this quarter. Include comparison of objectives from application.
2. If you anticipate a delay in the work performance period, please describe.
3. If yes, please describe circumstances
4. If yes, please describe circumstances
5. If yes, please describe circumstances

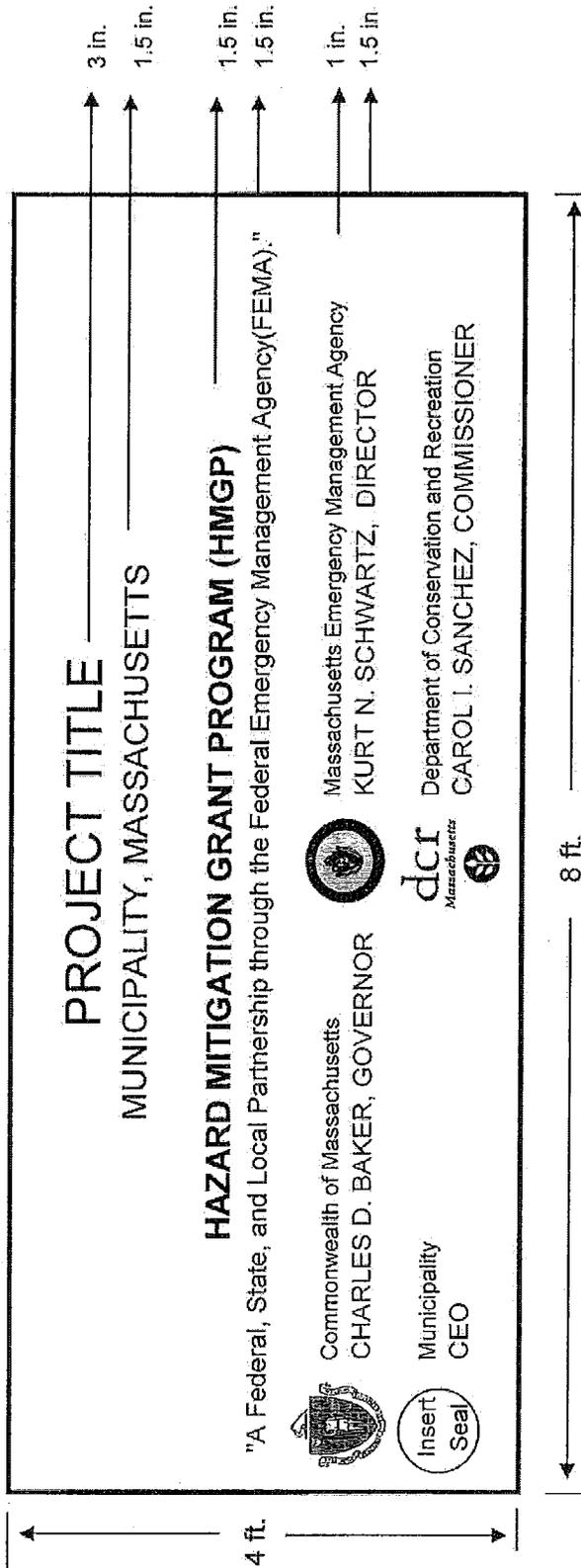
<sup>1</sup>Status Code: 1. On Schedule; 2. Suspended; 3. Delayed; 4. Cancelled; 5. Completed

<sup>2</sup>Cost Code: 1. Cost Unchanged; 2. Cost Overrun; 3. Cost Underrun

# MITIGATION PROJECT SIGN LAYOUT

\*\*\* Note: Not Drawn to Scale\*\*\*

Background is Ivory with dark green lettering.



Please refer to Attachment C- Additional Terms and Conditions Number XVI

4.26.10

# Declared: March 29, 2010

## SUMMARY

In the event of a declaration, the following information applies:

COMMONWEALTH: Massachusetts  
NUMBER: FEMA-1895-DR  
INCIDENT: Severe Storms and Flooding  
INCIDENT PERIOD: March 12, 2010, and continuing  
DATE REQUESTED BY GOVERNOR: March 25, 2010  
FEDERAL COORDINATING OFFICER: James N. Russo  
National FCO Program

### DESIGNATIONS AND TYPES OF ASSISTANCE:

#### INDIVIDUAL ASSISTANCE (Assistance to individuals and households):

Bristol, Essex, Middlesex, Norfolk, Plymouth, Suffolk, and Worcester Counties.

PUBLIC ASSISTANCE (Assistance to State and local governments and certain private nonprofit organizations for emergency work and the repair or replacement of disaster-damaged facilities):

None.

HAZARD MITIGATION GRANT PROGRAM (Assistance to State and local governments and certain private nonprofit organizations for actions taken to prevent or reduce long-term risk to life and property from natural hazards):

All counties in the Commonwealth of Massachusetts are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER: Additional designations may be made at a later date after further evaluation.



## THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY  
400 WORCESTER RD., FRAMINGHAM, MA 01702-5399 508-820-2000 FAX 508-820-1404

DEPARTMENT OF CONSERVATION & RECREATION  
251 CAUSEWAY STREET, SUITE 600-700, BOSTON, MA 02114-2104 617-626-1250 FAX 617-626-1449

dcr  
Massachusetts



*Don R. Boyce*  
DIRECTOR

*Deval L. Patrick*  
GOVERNOR

*Richard K. Sullivan, Jr.*  
COMMISSIONER

May 2010

### To Potential Hazard Mitigation Grant Applicants:

Enclosed you will find information related to the Federal Emergency Management Agency's (FEMA) 2011 Hazard Mitigation Assistance (HMA) Program Guidance. FEMA's pre-disaster mitigation grant programs provide funds to states, territories, Indian tribal governments, and communities for hazard mitigation planning and the implementation of hazard mitigation projects prior to a disaster event. Funding for these hazard mitigation plans and projects reduces overall risks to the population and structures, while also reducing the reliance on taxpayer-funded federal disaster assistance for disaster recovery. The Massachusetts Emergency Management Agency (MEMA) and Department of Conservation and Recreation (DCR) co-administer these grant programs on behalf of FEMA in the Commonwealth and encourage you to consider applying for grant funding to mitigate natural hazards that may impact your jurisdiction. For your information, this grant notice has been sent to the local chief elected and/or administrative official, conservation commission, building official, planning official, public works director and emergency manager in your community. Communities are encouraged to coordinate local project applications with other local officials.

In addition to the pre-disaster mitigation funding provided through FEMA's unified HMA, there is also additional post-disaster mitigation grant funding currently available (Hazard Mitigation Grant Program [HMGP] – Section 404) as a result of the federal disaster declaration for the March 2010 flooding event. This HMGP funding is available to all communities in the Commonwealth that meet the sub-applicant and project eligibility requirements (described briefly below). To be eligible for FEMA hazard mitigation project grants, applicants must have a locally adopted and FEMA-approved Local Natural Multi-Hazard Mitigation Plan (in accordance with 44 Code of Federal Regulations Part 201) by the established FEMA application deadline.

To assist potential sub-applicants considering applying for FEMA mitigation funding, MEMA/DCR will be hosting future grant program briefing(s) and will also be offering application related training and workshops (Benefit-Cost Analysis [BCA] training, technical assistance meetings, etc.). The grant program briefing will provide an overview of the programs, available funding and relevant application process/deadlines. Interested sub-applicants are strongly encouraged to attend one of these briefings as details regarding the similarities and differences of the various grant programs will be described/discussed in detail. Details regarding the grant program briefings are attached and will also be published on the Disaster Recovery/Mitigation section of the MEMA website ([www.mass.gov/mema](http://www.mass.gov/mema)) in the near future.

While the statutory origins and sources of the mitigation grant programs may differ, all share the common goal of reducing or eliminating the loss of life and property due to natural hazards. FEMA's hazard mitigation grant programs are not intended as a source of funding for repair, replacement or deferred maintenance activities, but are designed to assist sub-applicants to develop long-term, cost-effective improvements that will reduce or eliminate risk/damage to people and property from the effects of natural hazards. Projects that address operation, deferred or future maintenance, repairs or replacement (without a change in the level of protection provided) of existing structures, facilities, or infrastructure (e.g., dredging, debris removal, replacement of obsolete utility systems, bridges and facility repair/rehabilitation) are not eligible mitigation grant activities.

For the fiscal year 2011 funding cycle the FEMA program guidance for the multi-hazard, Pre-Disaster Mitigation (PDM) program, Flood Mitigation Assistance (FMA), Severe Repetitive Loss (SRL), Repetitive Flood Claims (RFC) and the post-disaster Hazard Mitigation Grant Program (HMGP) have been unified into a single program guidance document.

The FEMA grant application period is officially "open" with the announcement and publication of the FY2011 Hazard Mitigation Assistance (HMA) Unified Guidance (anticipated approximately June 1, 2010). The complete program guidance will be available from the FEMA website library at: <http://www.fema.gov/government/grant/hma/index.shtm> We respectfully request that you please review the program guidance before contacting MEMA and/or DCR with specific questions. Interested applicants are encouraged to coordinate with MEMA/DCR early in the application development process to ensure that proposed mitigation projects are FEMA eligible activities.

The Commonwealth is requesting that all interested applicants submit a proposed project 'pre-application' to assist in determining applicant eligibility and the eligibility of the proposed mitigation activity. This basic, 1-page form (see attached) will help the State Hazard Mitigation Team screen project proposals and offer more specific technical assistance to interested applicants. Please note that the pre-application is the first step of the process and proposals will be required to complete full grant applications to be considered for mitigation grant funding. Pre-Applications should be submitted to the MEMA Disaster Recovery Department, attention Scott MacLeod, Mitigation Grants Coordinator, MEMA, 400 Worcester Road, Framingham, MA 01702, postmarked by July 30, 2010. The State Hazard Mitigation Team will work with eligible sub-applicants to determine the most appropriate mitigation grant program(s) for their project proposal. Communities can submit multiple grant applications but each project must demonstrate cost-effective hazard mitigation benefits independent of other applications (no phased projects).

MEMA is the conduit for all applications & FEMA funding and is required to review and rank all the individual local sub-applications that are ultimately submitted to FEMA for funding consideration. To allow sufficient time for this review and evaluation process the State has established a deadline for complete, full grant applications for 3:00pm Monday November 1, 2010. Because HMA applications (for PDM, FMA, SRL grant programs) are due to FEMA by Friday December 3, 2010, applications must be submitted to MEMA (via FEMA's eGrants system) by November 1, 2010 deadline. The post-disaster HMGP program requires submission of paper/hardcopy applications to MEMA (not via FEMA's eGrants system) and shares the same November 1<sup>st</sup> application deadline. Hardcopy/paper HMGP applications must also be received by the 3:00pm Monday November 1, 2010 deadline.

Submitting applications on or before the State deadline gives MEMA/DCR the opportunity to review each sub-application and suggest improvements and revisions that can be incorporated before it is officially submitted to FEMA. Generally, once MEMA submits the applications to FEMA there will be no opportunity to revise, amend or submit additional supporting project information. It is important that each applicant understand that these grant programs are competitive and FEMA will not be able to fund all project requests submitted for funding consideration.

Some grant program requirements to be aware of (please attend the grant briefings and refer to the HMA Program Guidance for more specific sub-applicant and project eligibility requirements):

- **Multi-Hazard Mitigation Plan Requirement:** To be eligible for HMA project grants, applicants must have a locally adopted and FEMA-approved Local Natural Multi-Hazard Mitigation Plan (in accordance with 44 Code of Federal Regulations Part 201) by the FEMA application deadline (December 3, 2010);
- **Non-Federal Cost Share Requirement:** Sub-applicants must commit to the non-federal share of the proposed application cost; depending on the grant program this can range between 10% to 25% (or more) of the total estimated project cost.

- The Severe Repetitive Loss (SRL) grant program is only available to specific property owners that meet the FEMA definition of an SRL property (see the SRL program guidance) and appear on the official list of FEMA-validated residential SRL property addresses. Communities that have SRL-validated properties will be provided with this information directly by MEMA/DCR.
- All proposed project applications must include a formal Benefit-Cost Analysis (using FEMA-approved methodology/software) to document the project's cost-effectiveness. Planning applications do not have a BCA requirement.
- Community participation in the National Flood Insurance Program (NFIP), may also impact sub-applicant and project eligibility (see 2011 HMA Guidance for additional details).

Scott MacLeod,  
Hazard Mitigation Grants Coordinator  
MA Emergency Management Agency  
400 Worcester Road  
Framingham, MA 01702  
(508) 820-1445  
[Scott.MacLeod@state.ma.us](mailto:Scott.MacLeod@state.ma.us)

Richard Zingarelli,  
State Hazard Mitigation Officer, NFIP Coordinator  
Department of Conservation and Recreation  
251 Causeway Street  
Boston, MA 02114  
(617) 626-1406  
[Richard.Zingarelli@state.ma.us](mailto:Richard.Zingarelli@state.ma.us)

SUB-APPLICATION INFORMATION **MAR 04 2011**

MA-HMGP Sub-Application # 26

FEMA-1895-DR Sub-Application Date 3.4.11

Sub-Application Type:  Project  HMGP 5% Initiative Sub-Application  Planning

Sub-Application Status:  Initial Submission  Resubmission  Amendment

Organization Type:  State Agency  County/Local Gov't  Private Non-Prof  Other

Total Project Cost: \$1,003,762

Federal Share Requested: \$752,824

Benefit Cost Ratio 1.44  
(for projects only)

**Project Type**

Acquisition  Elevation

Relocation  Culvert/drainage

Building Retrofit  Embankment Stabilization

Other:

Sub-Applicant (Organization) Town of Middleborough

County Plymouth Congressional District MA - 4th

Fed Tax ID 046-00-1221 FIPS Code 25023

Project Title Woloski Park Neighborhood Acquisition

Community in good standing with the National Flood Insurance Program  YES  NO

<i>Authorized Applicant Agent<sup>1</sup></i>	<i>Point of Contact<sup>2</sup></i>
<u>Charles Cristello</u>	Name <u>Ruth Geoffroy</u>
<u>Town Manager, Town of Middleborough</u>	Title <u>Planning Director, Town of Middleborough</u>
<u>508-947-0928</u>	Telephone # <u>508-946-2425</u>
<u>508-946-2320</u>	Fax # <u>508-946-1991</u>
<u>Middleborough Town Hall</u>	Address 1 <u>Town Hall Annex</u>
<u>10 Nickerson Ave.</u>	Address 2 <u>20 Centre Street</u>
<u>Middleborough, MA 02346</u>	City/State/Zip <u>Middleborough, MA 02346</u>
<u>ccristello@middleborough.com</u>	E-mail <u>rgeffroy@middleborough.com</u>

Prepared by: Signature [Signature] Date 10/29/2010

3/3/11

<sup>1</sup> Individual authorized to sign certification in Section T.

<sup>2</sup> Individual applicant wishes State/FEMA to contact for additional information/question regarding the sub-application.



THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY  
400 WORCESTER RD., FRAMINGHAM, MA 01702-5399 508-820-2000 FAX 508-820-1404

DEPARTMENT OF CONSERVATION & RECREATION  
251 CAUSEWAY STREET, SUITE 600-700, BOSTON, MA 02114-2104 617-626-1250 FAX 617-626-1449



Kurt N. Schwartz  
DIRECTOR

Deval L. Patrick  
GOVERNOR

Edward M. Lambert, Jr.  
COMMISSIONER

July 18, 2011

Don Boyce, Regional Administrator  
DHS – Federal Emergency Management Agency - Region 1  
99 High Street  
Boston, MA 02110-2132

RE: DR-1895-MA Hazard Mitigation Grants Program (HMGP) Recommendations

Dear Administrator Boyce:

The Massachusetts Emergency Management Agency (MEMA) and the Department of Conservation and Recreation (DCR) are pleased to forward you the following recommendations for Hazard Mitigation Grant Program funds resulting from the major disaster declaration for the March 2010 Severe Storm & Flooding (DR-1895-MA).

MEMA/DCR is submitting a total of 38 project recommendations, plus 18 additional 'wait list' projects (should additional HMGP funds become available). The 38 recommended applications total \$13,280,501 FEMA share. A summary of recommended and wait list projects are attached for your reference.

A copy of the Commonwealth's HMGP Administrative Plan, including a request for State Management Costs will be forwarded to your office shortly under separate cover.

The State Hazard Mitigation Team will be mailing a complete set of full project applications to your HMGP mitigation staff shortly. We understand that each project will be subject to an environmental review and benefit-cost analysis, per FEMA regulations. Thank you for the opportunity to provide valuable mitigation benefits to the Commonwealth's communities and its residents. We look forward to working with your office to implement these important mitigation projects.

Should your staff require any additional information, please contact Scott MacLeod, MEMA's Mitigation Grants Coordinator at (508) 820-1445.

Sincerely,

  
Kurt N. Schwartz, Director  
Massachusetts Emergency Management Agency

Edward M. Lambert, Commissioner  
Department of Conservation & Recreation

Enclosures

Cc: Mike Goetz, FEMA  
Dean Sevranis, FEMA  
Dick Verville, FEMA  
Richard Fitzgerald, MEMA  
Richard Zingarelli, DCR

App. Type	Applicant	Project Description/Title	FEMA Share Requested	Available FEMA Funding \$13,280,501
7%	Montachusett Regional Planning Commission	Montachusett Region Multihazard Mitigation Plan- Update	\$93,750	Funding Recommended
7%	MEMA	State Hazard Mitigation Plan Update	\$150,000	Funding Recommended
7%	Pioneer Valley Planning Commission	Pioneer Valley Multiple Local Multihazard Mitigation Plans	\$28,305	Funding Recommended
7%	Merrimack Valley Planning Commission	Merrimack Valley Region Natural Hazards Pre-Disaster Mitigation Plan Update	\$71,250	Funding Recommended
7%	UMASS - President's Office	University of Massachusetts Multi-Campus Hazard Mitigation Plan	\$351,250	Funding Recommended
7%	Winchester	All Hazard Mitigation Plan Update	\$3,750	Funding Recommended
P	Concord	Spencer Brook Culvert Replacement at Westford Road	\$55,275	Funding Recommended
P	Walpole	Norfolk Street Drainage Improvements	\$295,500	Funding Recommended
P	Hamilton	Bridge Street Culvert Upgrade	\$741,000	Funding Recommended
P	Quincy	Sagamore Creek Tide Gate	\$487,575	Funding Recommended
P	Hull	Elevation of Flood Prone properties in Hull, MA	\$31,111	Funding Recommended
P	Middleborough	Woloski Park Neighborhood Acquisition	\$752,824	Funding Recommended
P	Fitchburg	Shea Street Flood Hazard Mitigation	\$565,069	Funding Recommended
P	Holyoke	Riverside Station Flood Control Improvement Project	\$84,225	Funding Recommended
P	Winchester	14 Forest Street Flood Mitigation Project	\$16,669	Funding Recommended
P	Holyoke	Gatehouse Flood Control Improvement Project	\$152,700	Funding Recommended
P	Winchester	81-83 Brookside Avenue Flood Mitigation Project	\$30,240	Funding Recommended
P	Scituate	FY11 Homeowner Floodproofing Program	\$20,000	Funding Recommended
5%	UMASS Amherst - Geology	Stream Erosion Project	\$70,211	Funding Recommended
P	Arlington	Colonial Village Drainage Improvements and Fottler Ave Flood Control Structure	\$2,216,250	Funding Recommended
5%	UMASS Amherst - Geology	Landslide Project	\$64,261	Funding Recommended
P	Wakefield	Nonstructural Retrofit of 154 Greenwood Street	\$10,106	Funding Recommended
P	Plymouth	Federal Furnace Road Elevation Project/ Little West Pond Mitigation Project	\$220,425	Funding Recommended
P	Tyngsborough	Tyngsboro Elementary School Driveway Culvert Improvements	\$90,604	Funding Recommended
P	Wayland	Wayland Public Library Drainage Improvement Project	\$292,350	Funding Recommended
P	Salem	Improvements to Canal Street Stormwater Infrastructure	\$3,000,000	Funding Recommended
P	Northampton	Improvements to River Road Retaining Wall/ Floodwall	\$1,205,000	Funding Recommended
5%	Westfield	William Riding Way Pump Station Improvements Project	\$74,100	Funding Recommended

5%	MA Board of Library Commissioners	Mitigation for Memory: Safeguarding Massachusetts Cultural Heritage	\$183,477	Funding Recommended
P	Georgetown	Culvert and Roadway upgrade at Central Street (Route 97) over Penn Brook	\$396,000	Funding Recommended
P	Danvers	Route 62 Culvert Replacement	\$600,300	Funding Recommended
5%	MA Office of Coastal Zone Management	Flood Zone Identification and Delineation	\$5,000	Funding Recommended
P	Holyoke	Stop Log Structure #18 Flood Control Improvement Project	\$63,600	Funding Recommended
P	Cohasset	Jerusalem Road Culvert Improvements	\$139,201	Funding Recommended
5%	MA Office of Coastal Zone Management	Property Homeowner Educational Brochure	\$5,000	Funding Recommended
P	Northampton	Channel Improvements at Roberts Meadow Brook	\$321,206	Funding Recommended
P	Tewksbury	South Street at Bridge Street Roadway Flood Proofing	\$300,000	Funding Recommended
P	Goshen	East Street Culvert Replacement	\$92,917	Recommended*
<b>Total of above applications:</b>				<b>\$13,280,501.00</b>
*MEMA/DCR Staff will work with your staff to try and fully fund (75% FEMA share) the 'Goshen - East Street Culvert Replacement' project should additional FEMA funds become available.				
P	Cohasset	Cedar Street Culvert Improvements	\$73,125	Waitlist
P	Tewksbury	Shawsheen Street at Heath Brook Roadway Flood Proofing	\$161,250	Waitlist
p	Georgetown	Culvert and Roadway Upgrade at Parker River at Thurlow Street	\$378,750	Waitlist
P	Georgetown	Culvert and Roadway Upgrade at Winter Street at Driveway to High School	\$240,000	Waitlist
5%	UMASS Amherst - Geology	Rockfall Project	\$55,833	Waitlist
P	Nahant	Forty Steps Beach Slope and Toe Protection Improvements	\$176,250	Waitlist
P	Saugus	Saugus River at Elm Street Flood Mitigation	\$825,570	Waitlist
P	Salem	Improvements to Rosie's Pond, Brooks Street & Jefferson Avenue Stormwater Infrastructure	\$688,212	Waitlist
p	Georgetown	Culvert and Roadway Upgrade at Summer Street at Penn Brook	\$285,000	Waitlist
5%	UMASS Amherst - Geology	Seismic Risk Project	\$60,447	Waitlist
P	Wilbraham	480 Main Street Detention Basin	\$178,894	Waitlist
P	Georgetown	Culvert and Roadway upgrade at Mill Street at Parker River	\$630,000	Waitlist
P	Tewksbury	Trull Brook at River Road Culvert and Side Slope Improvements	\$198,750	Waitlist
P	Mass. Water Resources Authority	Clinton-AWWTP- Submersible Pumps at Influent and Intermediate Lift Stations	\$339,000	Waitlist
P	Wayland	Wayland Neighborhood Drainage Improvement Project	\$396,975	Waitlist
5%	Melrose	Emergency Generator for Melrose City Hall	\$308,475	Waitlist
P	North Reading	Martins Pond Flood Emergency Access	\$73,886	Waitlist
P	Mass. Water Resources Authority	Chestnut Hill Underground Pump Station Equipment Retrofit	\$1,875,000	Waitlist
<b>Total of above applications:</b>				<b>\$6,945,417</b>

U.S. Department of Homeland Security  
Region I  
99 High Street, Sixth Floor  
Boston, MA 02110-2132



FEMA

October 28, 2015

Kurt Schwartz, Director  
Massachusetts Emergency Management Agency  
400 Worcester Road  
Framingham, MA 01702

Re: FEMA-1895-DR-MA  
Hazard Mitigation Grant Program (HMGP) Project # 30-R  
Woloski Park Acquisition, Middleborough, MA

NOV 06 2015  
S. Reung

Dear Director Schwartz:

Enclosed please find the obligation reports for the following HMGP subgrant:

1895-30-R	Town of Middleborough, Massachusetts Woloski Park Acquisition	\$ 752,824
	<b>Total:</b>	<b>\$ 752,824</b>

The *grant* period of performance (POP) start date for FEMA-1895-DR-MA is October 17, 2011. The *grant* POP will end three years from the date of the last *subgrant* obligation. Based on this subgrant obligation, the current POP end date for non-management cost subgrants under FEMA-1895-DR-MA is October 28, 2018.

In accordance with 44 C.F.R. § 207.8(b), the grantee may expend management cost funds on allowable costs for a maximum of eight (8) years from the date of the major disaster declaration or 180 days after the latest performance period of a non-management cost HMGP project, whichever is sooner. In this case, eight years from the disaster declaration is sooner which is March 29, 2018. The grantee may request to extend the period of availability for management cost funds in writing to the Regional Administrator in accordance with 44 C.F.R. § 207.8(b)(3).

Director Kurt Schwartz  
October 28, 2015  
Page 2

If you have any questions, please do not hesitate to call Nulise François with the FEMA Region I Mitigation Division at (617) 956-7635.

Sincerely,



Dean J. Savramis  
Director, Mitigation Division  
FEMA Region I

cc: Sarah White, HM Grants & Planning Manager, MEMA

Enclosures

## FEMA Model Deed Restriction

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A (or equivalent name). Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

### Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and [the local government], ("the Grantee"), its successors and assigns:

SELECT THE APPROPRIATE MITIGATION GRANT PROGRAM AND DELETE ALL OTHERS:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the Repetitive Flood Claims program, as authorized by Section 1323 of the National Flood Insurance Act of 1968 (42 USC §§ 4030), as amended by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of RFC funds for reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund in the shortest period of time;

WHEREAS, the Severe Repetitive Loss Pilot Program, as authorized under Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994; Public Law 103-325, and the Bunning-Bereuter-

Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of SRL funds for uses that reduce flood damages to properties insured under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, [state or tribe] has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in [Village/City/County], and [Village/City/County] participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the [local government], acting by and through the [local government] Board, has applied for and been awarded federal funds pursuant to an agreement with [State] dated [date] ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (printed or typed) \_\_\_\_\_

Grantee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Grantee's Name \_\_\_\_\_

Grantee's Title \_\_\_\_\_

Last Updated:

07/27/2012 - 15:23

*Consigli and  
Brucato pc*

ATTORNEYS  
AT LAW



189 MAIN STREET  
THIRD FLOOR  
POST OFFICE BOX 170  
MILFORD, MA 01757-0170

TEL (508) 478-2054  
FAX (508) 478-7394

ALDO B. CONSIGLI, JR.— aldo@consigliandbrucato.com  
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BRIAN A. CONSIGLI— brian@consigliandbrucato.com  
SUZETTE A. FERREIRA— suzette@consigliandbrucato.com  
JENNIFER A. NASSOUR  
(OF COUNSEL)

November 4, 2015

Selectmen's Office  
Town Hall  
10 Nickerson Avenue  
Middleborough, Massachusetts 02346

Re: **32-34 Anderson Avenue, Middleborough, Massachusetts**

Dear Members of the Board of Selectmen:

In connection with the above-captioned matter, please find enclosed herewith the following for a Class II Automobile Dealer's License:

1. Commonwealth of MA application;
2. Town's General application;
3. Completed Worker's Compensation Affidavit/Federal Identification Tax I.D. #;
4. CORI Request form;
5. Certified Abutter's list;
6. A bond in the amount of \$25,000.00;
7. Sketch-site plan.

Should you have any questions, please feel free to contact me.

Very truly yours,  
CONSIGLI AND BRUCATO, P.C.

By: 

Brian A. Consigli

/map  
Enclosures  
File No.: 18915

THE COMMONWEALTH OF MASSACHUSETTS

OF

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE  
OR ASSEMBLE SECOND HAND MOTOR VEHICLES  
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a . . . . .  
class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with  
the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? BMP Land and Auto Investments, Inc. . . . . .

Business address of concern. No. 37 School Street, Apt. 1 (Place of incorporation) 32-34 Anderson St.  
Milford, MA 01757 . . . . . City — Town. Middleboro, MA

2. Is the above concern an individual, co-partnership, an association or a corporation? . . . . .  
Corporation . . . . .

3. If an individual, state full name and residential address.  
. . . . .  
. . . . .

4. If a co-partnership, state full names and residential addresses of the persons composing it.  
. . . . .  
. . . . .  
. . . . .

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President Bradley M. Pierre, 37 School St., Apt. 1, Milford, MA 01757 . . . . .

Secretary Bradley M. Pierre, 37 School St., Apt. 1, Milford, MA 01757 . . . . .

Treasurer Bradley M. Pierre, 37 School St., Apt. 1, Milford, MA 01757 . . . . .

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? . . . . .

If so, is your principal business the sale of new motor vehicles? No . . . . .

Is your principal business the buying and selling of second hand motor vehicles? Yes . . . . .

Is your principal business that of a motor vehicle junk dealer? No . . . . .

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

.....  
.....  
.....  
.....  
.....

8. Are you a recognized agent of a motor vehicle manufacturer? .. No .....  
(Yes or No)

If so, state name of manufacturer .....

9. Have you a signed contract as required by Section 58, Class 1? .. No .....  
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? .. No .....  
(Yes or No)

If so, in what city — town .....

Did you receive a license? ..... For what year? .....  
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? .. No .....  
(Yes or No)

.....  
.....  
.....  
.....

Sign your name in full. .. Bradley Madsen Pierre ..  
(Duly authorized to represent the concern herein mentioned)

Residence .....

**IMPORTANT**

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (Sec Sec. 59)

CUSTOMER  
PARKING

CUSTOMER  
PARKING

CUSTOMER  
PARKING

CUSTOMER  
PARKING

CUSTOMER  
PARKING

CUSTOMER  
PARKING

EMPLOYEE  
SPACE

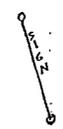
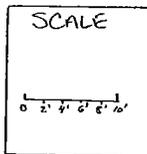
EMPLOYEE  
SPACE

SPACE 4

SPACE 3

SPACE 2

SPACE 1



ANDERSON AVENUE

SALES  
OFFICE

NEAL'S  
DISCOUNT MOTOR SERVICE  
(GARAGE)

~~CUSTOMER  
parking~~  
~~CUSTOMER  
parking~~  
~~CUSTOMER  
parking~~  
~~CUSTOMER  
parking~~  
~~CUSTOMER  
parking~~  
~~CUSTOMER  
parking~~  
~~EMPLOYEE~~

EMPLOYEE

APPLICATION FOR LICENSE OR LICENSING TRANSACTION  
(PLEASE TYPE OR PRINT CLEARLY)

DATE 10/14/15  
NAME OF APPLICANT Bradley M. Pierre  
ADDRESS OF APPLICANT 37 School St. Apt 1, Milford, MA 01757  
ASSESSORS MAP & LOT MAP 049 Lot 4244  
DAYTIME TELEPHONE \_\_\_\_\_  
EMAIL ADDRESS brads@covaco.com

NAME OF BUSINESS MP Levi and Auto Investments, Inc.  
OWNER OF PROPERTY TO BE LICENSED S. J. Banks + Sons LLC  
ADDRESS OF PROPERTY TO BE LICENSED 32-34 Anderson Avenue  
ASSESSORS MAP & LOT MAP 049 Lot 4244

TYPE OF LICENSE REQUESTED (Check One)

- |   |                                  |
|---|----------------------------------|
| 2 <sup>nd</sup> Hand _____                  | WRPD _____                       |
| Class I Automobile Dealer License _____     | Earth Removal Permit _____       |
| Class II Automobile Dealer License <u>X</u> | Liquor License _____             |
| Class III Automobile Dealer License _____   | Pawnbroker _____                 |
| Weekday Entertainment _____                 | Automatic Amusement Device _____ |
| Sunday Entertainment _____                  | Other _____                      |

Anticipated Start Date for Business: 01/01/2016  
Days & Hours of Operation: SUN + SATURDAY 9:00AM - 6:00PM  
MON - FRIDAY 9:00am - 8:00PM

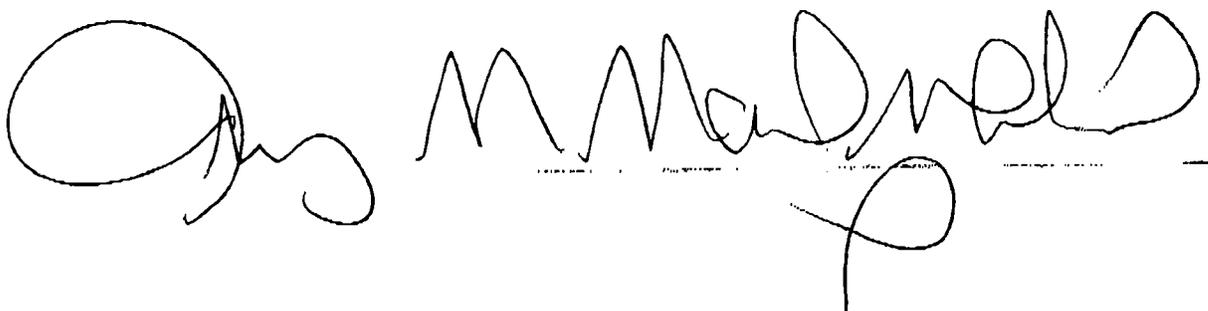
Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?  
If yes, explain:  
NO

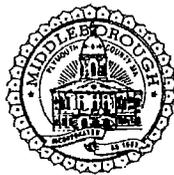
Signature Bradley Maden Pierre

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3<sup>rd</sup> floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:  
Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO





# Town of Middleborough

## CONSERVATION COMMISSION

20 CENTRE STREET  
MIDDLEBOROUGH, MASSACHUSETTS 02346

PHONE: 1-508-946-2406  
FAX: 1-508-946-2309

### MEMORANDUM

TO: Board of Selectmen

FROM: Patricia J. Cassady, Conservation Agent 

DATE: December 3, 2015

RE: Class II Automobile Dealer's License Application  
BMP Land & Auto Investments, Inc.  
32-34 Anderson Avenue

---

After reviewing this application and looking at on-line mapping I have the following comments:

- 1) There are wetlands just beyond the rear lot line of the property.
- 2) If any work is proposed within 100-feet of the wetland resource area it must be reviewed by the Conservation Department.
- 3) There are no floodplain or Natural Heritage & Endangered Species overlay on the mapping.

Any questions regarding this matter please contact the Conservation Department at 508-946-2406.

Thank you

pjc



**Town of Middleborough**  
20 Centre Street, Second Floor  
Middleborough, Massachusetts 02346

**Robert J. Whalen**  
Building Commissioner  
Tel. 508-946-2426  
Fax 508-946-2305

December 8, 2015

Middleborough Board of Selectmen  
Middleborough Town Offices  
10 Nickerson Ave  
Middleborough, MA 02346

RE: Class II Automobile Dealer's License for BMP Land & Auto Investments, Inc. of 32  
Anderson Ave, Assessors Map: 049 Lot: 4244

Dear Honorable Board,

I have reviewed the application filed by Bradley M. Pierre for a Class II Automobile Dealer's License for the property located at 32 Anderson Ave. This property is located in a Residential zoning district (RB) and it required a variance from the Zoning Board of Appeals for the original auto repair shop. This variance was granted on May 31, 1967. The owner later applied to the Zoning Board of Appeals for a Special Permit to allow him to sell used cars on the property. This Special Permit was granted on April 1, 1968, subject to the owner obtaining a class II license from the Middleborough Board of Selectman. The hours of operation are supposed to be Monday-Friday 8-5 and Saturday 8-12 and are spelled out in the ZBA decision. In the past the owner of the business lived in the house on the property, I don't believe that is now the case.

Respectfully submitted,

Robert J. Whalen  
Building Commissioner  
Zoning Enforcement Officer  
RJW/d

BOARD OF APPEALS  
MIDDLEBOROUGH, MASS.

LOCATION FILE COPY

PETITION  
FOR PUBLIC HEARING

This Petition when completed and signed must be filed with the Town Clerk, Town Hall,  
Middleborough, Mass.

Middleborough, Mass. Dec 28 1967

To the Board of Appeals  
Middleborough, Massachusetts

I/We hereby petition your Board for a public hearing on the action checked below

- Review refusal of Selectmen to grant permit.
- Variance from requirements of Middleborough Protective Bylaw.
- Permit for a specific use which is subject to Board of Appeals approval.

To allow *Sell Used Cars CLASS II*  
*AT New Repair Shop AT 432*  
*TAUTON ST Middleboro MASS.*

as shown in the attached Plan

Names and addresses of abutting property owners.

54-20

*William O. Sandis P*  
*Inauterman*  
*76 Taunton Road*

Respectfully submitted,

Signed *Robert W Dudley*

Address *25 West St Middleboro*

27

*Rocky Handy & Hazel Papageorge*  
*High Street*  
*Wareham, Mass.*

*Dec 29, 1967 12:25 P.M. Mass.*  
*Robert E. Sawyer*  
*Town Clerk*

BOARD OF APPEALS  
MIDDLEBOROUGH, MASS.

LOCATION FILE COPY

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To allow *Sell Used Cars Class II*  
*AT New Repair Shop AT 432*  
*Taunton St Middleboro Mass.*

as shown in the attached Plan

Names and addresses of abutting property owners.

20

*William O. & Sandra P. Trauterman*  
*76 Taunton Road*

Respectfully submitted,

Signed *Robert W. Dudley*

Address *25 West St Middleboro*

27

*Irishy Handy & Hazel Papageorge*  
*High Street*  
*Harlem, Mass.*

*Dec 29, 1967 12:25 P.M. Mass.*  
*Robert E. Fawcett*  
*Town Clerk*

December 14, 2015

Board of Selectmen:

There is nothing in the CORI background records for Bradley M. Pierre to cause concern in approving his application for a Class II Automobile Dealership license.

Jackie Shanley, Executive Assistant

**Class II Auto Hearing re BMP Land & Auto Investments**

**Material provided by abutter Paul Washburn**

**and**

**response from Town Clerk**

Jackie, just a follow up on today's visit.

I live at 2 Eva Lane the property which abuts 32 Anderson Ave. I received a notification that there is a request for a Class II automobile dealership.

I believe the property, at 32 Anderson Ave was established in May 1967 and was denied a class II automotive dealers license in April 1968. I believe the current hours of operation are M-F 8:00 am to 5:00 pm and is established for **general automotive repairs**. The ownership has been sold from the original owner Mr Robert Dudley, to Gary & Susan Stephanian, to James & Diane Cote, to current owners Banks and Son with the business as Neal's Automotive repair.

The parcel and area is zoned residential and the general automotive business has been sold as a 'grand-fathered business'. There has been twenty additional houses built since 1991 in this area making it busier with children, increased traffic and more residential. Less conducive to business.

I'm trying to find the Boards previous decision to grant the automotive business in a residential zoned area. The hours of operation that would have accompanied the business license. The boards decision to deny the previously requested CI II automotive dealership (April 1968).

The request for the new CI II automotive dealership has no vehicle limits or hours of operation on the certified letter I received. After speaking with the building inspector I believe the request is for four vehicles and hours of 9:00 am to 8:00 pm.

I do not believe the zoning of residential meets the requirements that would allow approval of this request. Knowing that decision (of denial) from whom ever has the authority would be beneficial to myself and probably the Board of Selectmen who's authority I believe, grants or denies this request.

Thank you, stay hydrated Paul Washburn

## Jacqueline Shanley

---

**From:** Allison Ferreira  
**Sent:** Friday, December 04, 2015 12:15 PM  
**To:** Jacqueline Shanley  
**Subject:** RE: cl II license at 32 anderson ave

Hi,

We researched BOS minutes from 1967-1968 and could not locate the any information on the Class II Dealer license for 32 Anderson Avenue. I left a voicemail message for Mr. Washburn.

Thank you,  
Allison

*Allison J. Ferreira, CMMC*

*Town Clerk*

*Town of Middleborough*

*20 Centre Street, 1<sup>st</sup> Floor*

*Middleborough, MA 02346*

*(508) 946-2415 phone*

*(508) 946-2308 fax*

*[aferreira@middleborough.com](mailto:aferreira@middleborough.com)*

---

**From:** Jacqueline Shanley  
**Sent:** Friday, December 04, 2015 11:20 AM  
**To:** Allison Ferreira  
**Subject:** FW: cl II license at 32 anderson ave

Jackie Shanley  
Executive Assistant to Board of Selectmen  
Town of Middleborough  
10 Nickerson Ave.  
Middleborough, MA 02346  
508 946-2405 Tel.  
508 946-0058 Fax  
[jshanley@middleborough.com](mailto:jshanley@middleborough.com)

---

**From:** Paul Washburn [<mailto:paulwashburn74@yahoo.com>]  
**Sent:** Friday, December 04, 2015 10:45 AM  
**To:** Jacqueline Shanley  
**Subject:** cl II license at 32 anderson ave

The members of the Board voted thereon as follows:

Mr. Jeffery made a motion that the petition of Robert W. Dudley for an addition, 12' x 20' x 8', to existing garage at Bob's Repair, 432 Taunton Street, for the purpose of a store room and parts room be approved.

After a second by Mr. Bradley, the Board voted unanimously in favor of the motion.

The petition is granted.

The Board assigns the following as reasons for the foregoing finding, ruling, and decision:

A. The Board affirmatively finds:

1. The present use has continued for over twelve years at this site with no problems at all.
2. Public water and sewerage facilities are available which will adequately service the site or in the alternative the soils in the area are suitable for on lot sewerage and water systems.
3. The increase in the use will not be noticeable from the present use.
4. There will be no nuisance or serious hazard to vehicles or pedestrians.
5. Adequate and appropriate facilities will be provided to insure the proper operation of the use, structure or condition.

B. The addition to the present non-conforming use will not be substantially more detrimental than the existing non-conforming use is to the neighborhood. The addition will not result in an increase in the present use. Respectfully submitted:

Robert J. Mather, Chairman



Model	Residential
Grade:	Average
Stories:	2 Stories
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Hardwood
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Rooms:	7
Bath Style:	Average
Kitchen Style:	Average
Extra Kitchens	
Kitchenettes	
Interior Flr 3	



(<http://images.vgsi.com/photos/MiddleboroughMAPPhotos//\00\31\32.jpg>)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1030	1030
FUS	Upper Story, Finished	720	720
FEP	Porch, Enclosed	96	0
UBM	Basement, Unfinished	1020	0
		2866	1750

**Building 2 : Section 1**

**Year Built:** 1967  
**Living Area:** 1728  
**Replacement Cost:** \$60,264  
**Building Percent Good:** 66  
**Replacement Cost Less Depreciation:** \$39,800

Building Attributes : Bldg 2 of 2	
Field	Description
STYLE	Pre-Eng Gar
MODEL	Garage/Svc Sta
Grade	Below Average
Stories:	1

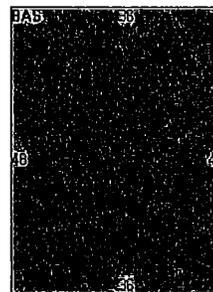
**Building Photo**

Occupancy	1
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Oil
Heating Type	Forced Air-Duc
AC Type	None
Bldg Use	AUTO RPR OR GAR
Total Rooms	
Total Bedrms	00
Total Baths	1
1st Floor Use:	0332
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	NONE
Celling/Wall	CEIL & MIN WL
Rooms/Prtns	AVERAGE
Wall Height	15
% Corn Wall	0



(http://images.vgsi.com/photos/MiddleboroughMAPotos//\00\00\67\44.jpg)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1728	1728
		1728	1728

**Extra Features**

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FPL3	2 STORY CHIM	1 UNITS	\$2,600	1

**Land**

**Land Use**

**Use Code** 0101  
**Description** Single Fam MDL-01  
**Zone** RB  
**Neighborhood**  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 1.82  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$107,800  
**Appraised Value** \$107,800

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			240 S.F.	\$1,700	2
FGR1	GARAGE-AVE			432 S.F.	\$7,600	1
SHD1	SHED FRAME			144 S.F.	\$1,000	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$171,400	\$107,800	\$279,200
2015	\$165,300	\$110,900	\$276,200
2014	\$163,600	\$110,900	\$274,500

Assessment			
Valuation Year	Improvements	Land	Total
2016	\$171,400	\$107,800	\$279,200
2015	\$165,300	\$110,900	\$276,200
2014	\$163,600	\$110,900	\$274,500

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