

STEP 2

**Town of Middleborough
Community Preservation Committee
Application for Community Preservation Funding**

A. COVER SHEET

1. PROJECT NAME Woloski Park FEMA Hazard Mitigation Project

2. APPLICANT INFORMATION

Project Sponsor or Organization: Town of Middleborough

Contact Person: Patricia Cassidy, Conservation Agent

Address: 20 Centre Street, 2nd Fl.

City: State: Zip: Middleborough, MA 02346

Daytime Phone: Fax: 508-946-2406 / 508-946-2309

E-mail: Website: pcassidy@middleborough.com / www.middleborough.com

Property Owner (if different from Applicant) See attached

Contact Name: _____

Address: _____

City: State: Zip: _____

E-mail: _____

3. PROJECT INFORMATION

CPA Category (Please check all that apply):

Open Space # of acres 13.66

____ Historic Preservation

____ Recreation # of acres _____

____ Affordable Housing # of units _____

Project Location/Address: Woloski Park

Middleborough Assessors Map: 20 Block: _____ Lot: 2405, 2487, 2476, 2448

Brief Project Description: _____
2444, 2339, 2414, 2454
2457, 2482, 2455

4. AMOUNT OF CPA FUNDING REQUESTED: \$ 161,088 -

TOTAL PROJECT COST: \$ 1,075,000 -

CPA AS PERCENTAGE OF TOTAL PROJECT COST: 15%

For CPC Use

Date Received _____

Funding Recommendation _____

Date Application Deemed Complete _____

Public Hearing _____

B. PROJECT NARRATIVE

To assist the CPC in reviewing your application in a fair, equitable, and efficient manner, please provide a thorough project description, addressing each of the following points in the order indicated. Use separate sheets as needed and number each point to correspond with the section headings below.

- 1. Goals and Description:** Provide a detailed project description, including but not limited to:
 - a. Project goals;
 - b. Description of project activities and outcomes and the property involved and its proposed use;
 - c. Indication of how the project is eligible for CPA funding;
 - d. Description of the project applicant and any project partners.
- 2. Community Need:** Indicate what community need(s) the project will address and how these are consistent with Town policy and plans. Refer specifically to the Community Preservation Plan, existing Town plans, and/or other publicly vetted priority-setting planning documents. Describe the ways that the project will benefit the Town.
- 3. Community Support and Outreach:** Describe the nature and level of support for this project. Show how the project will foster long-term stewardship and generate a community ethic through citizen involvement. Provide information on the methods that will be used to disseminate information on the project and how it will endeavor to encourage and/or serve as a model for other local projects. Submit at least 3 letters, petitions, or other documentations of support.
- 4. Credentials:** Identify the members of the project team and their roles, qualifications, and technical expertise. Explain how the project applicant and any partners are qualified to conduct the scope and scale of the proposed project and indicate prior experience with similar projects. Identify the professional standards that will be followed if construction, restoration, or rehabilitation is proposed. Note that historic preservation proposals must include the services of a qualified credentialed preservation professional to oversee all preservation and restoration activity and ensure compliance with Massachusetts Historic Commission standards.
- 5. Maintenance and Ongoing Costs:** If ongoing maintenance or other ongoing costs are required for the project, indicate how it will be funded. If no costs are anticipated, the application should include this information
- 6. Success Factors:** Describe how the project's success will be measured. Indicate the specific method(s) that will be used to evaluate each project outcome. Identify any significant barriers to complete the projected outcomes and specify how these would be addressed.
- 7. Project Permits & Approvals:** Provide documentation as required:
 - a. Control of Site: Provide documentation that the applicant has control over the site, such as a Purchase and Sales Agreement, option, or deed. If the applicant does not have site control, explain how public benefits will be protected in perpetuity. If the applicant is not, or will not be, the owner of record, submit a certification of project approval by the owner.
 - b. Deed Restrictions: Identify the present owner and attach a copy of the deed up to present owner. In addition, identify the entity that will be holding rights to enforce the restriction. In order for a project's funding to be distributed fully, an applicant must have filed with the CPC a copy of the appropriate deed restriction
 - c. Hazardous Materials: Provide evidence that the proposed project site is free of known hazardous materials, or if there are known hazardous materials please indicate the proposed plan for remediation. 3

- d. Environmental Concerns: Identify all known wetlands, floodplains, and/or any natural resource limitation that occur within the project boundaries.
- e. Evidence of Historic Significance [for historic preservation projects]: An applicant must provide evidence that the historic resource is listed or eligible for listing on the Massachusetts State Register of Historic Places or obtain a letter from the Middleborough Historic Commission ["MHC"] that the historic resource is locally significant. The applicant must also obtain a letter from the MHC indicating the MHC has reviewed and endorsed the proposal. The applicant should submit a draft project proposal to the MHC in order to be reviewed at a monthly MHC meeting prior to submission to CPC.
- f. Permitting: Indicate any further actions that will be required to complete the project, such as environmental assessments, zoning or other approvals, agreement on terms of any required conservation, affordability, or historic preservation restrictions, and any other known barriers to moving forward. Present evidence that the project does not violate any zoning ordinances, covenants, restrictions, or other laws or regulations and that the project will expeditiously meet environmental and other permitting requirements, so that on-the-ground activities will begin within the first 12 months after the project's start date. Evidence of consultation with the Conservation Commission, DPW, Park Dept., Planning Board, Historical Commission, Select Board, etc. where applicable, is strongly recommended.

List below any permits needed for the project. Provide copies of permits already acquired. (Applicants are responsible for all costs associated with permitting, including, but not limited to abutter mailings and advertising.)

Name of Permit	Filed (Y/N)	Date Filed	Date Obtained
<i>See attached timeline</i>			

B. PROJECT NARRATIVE

1. Goals and Description

The Middleborough Conservation and Planning Departments are working with the Board of Selectmen, Town Manager and the Local Emergency Management Committee (LEPC) to facilitate the purchase and removal of a number of flood prone homes at the confluence of the Taunton River and Purchase Brook in a community named "Woloski Park". The homes would be demolished by the Town and the land would be restricted as permanently protected open space. The total project cost is anticipated to be \$1,075,000 and this application to the CPC is for the Town's share of \$161,088, which is 15% of the project.

The Town of Middleborough is in receipt of a FEMA Hazard Mitigation Grant Program (HMGP) award of \$752,824 (75% of 1,003,765) for Woloski Park. There is a 25% match that will be split between The Nature Conservancy and the Town. The Town, working through the 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. The Board of Selectmen has voted to accept the grant and the contract was signed on 1/12/2016.

The Town of Middleborough's HMGP grant is 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 flood. 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 and The Nature Conservancy (TNC). Since the grant application in 2011, the economy has rebounded somewhat and two of the homes have sold for significantly higher amounts than the estimated values in 2011. As a result, we have raised the expected project cost to \$1,075,000. FEMA will not raise the grant award at the present time but will entertain a request for an increase to cover 75% of any budget over run, once the project is completed, although there are no guarantees. Additionally, The MA Department of Fish and Game is interested in purchasing the properties once demolition is complete. The value wouldn't be very high as the land will be restricted as not buildable, however they may be able to reimburse for the appraisals and Phase I Hazardous Material Inspections after the fact.

The Town would like to be purchasing all 10 residential properties at Woloski Park; however it is a voluntary program and only 9 of the 10 homeowners have signed Voluntary Participation Forms, which means that they are willing to go through the process and entertain an offer for the purchase of their property. These offers would be based on full fair market appraisals and a property owner could challenge theirs, all in accordance with the FEMA Guidelines. In the end an owner makes the decision whether to accept the final offer and sign a P&S or to decline at that point. It is definitely in the Town's interest to acquire as many of these properties as possible and increasing the Project funds beyond the initial 2011 FEMA grant value helps us to do that.

2. Community Need

As stated in the above this project will satisfy the goals of the Town's Hazard Mitigation Plan and benefit the town by reducing the cost of emergency services to Woloski Park. The project will also satisfy the goals of the 2015 Open Space & Recreation Plan under Section 7: Analysis of Needs "Protection of river and stream corridors"; "Preservation and protection of wildlife habitat" and in Section 8: Goals and Objectives "Identify and prioritize parcels critical to the protection of Middleborough's and the region's water resources protection/acquisition including riparian zones and adjacent watersheds" and finally in the 7 Year Action Plan "Continue to work on protecting land along the Taunton and Nemasket Rivers..."

Under the Community Preservation Plan Open Space Section this project is in line with Goal 2: Preserve, Protect, and maintain the quality of Middleborough's natural resources – The rivers, lakes, ponds, forests and fields that comprise Middleborough's natural resources should remain free of compromise resulting from incompatible business and industrial uses on adjoining properties, and it is an objective of CPC to protect such resources from adverse impact. It is also a goal of the CPC to work toward connection between natural resources through linking parcels into greenbelts, river trails and other passive enhancements of Middleborough's natural features. This project also allows for the creation of more corridors of land adding to already protected land in the area.

This project is also in line with Goal 4: Protect Water Quality – Constant protection and improvement of Middleborough's water quality will always be an important objective of the CPC. Not just well sites, but the vast wetlands that comprise vital water re-charge areas will continue to be under significant pressure. Water supplies need to keep pace with population growth and the demands of neighboring water-challenged towns may well have a residual effect on municipal supplies. Safeguarding Middleborough's water resources is vital to the community's future.

3. Community Support and Outreach

As described in the Project Narrative the project has the support of several other Town Departments and outside preservation partners. We have letters of support from The Nature Conservancy, The Massachusetts Department of Fish and Game and an email from Jackie Crowley, General Manager for the Middleborough Gas & Electric Department. (See attached letters and email)

4. Credentials

See attached Resumes and credentials for Patricia Cassady, Conservation Agent; Ruth Geoffroy, Planning Director; David McGowan, Associate Director of Land Protection at The Nature Conservancy; Joan Pierce, Land Agent/SE District at Mass. Dept. of Fish and Game.

5. Maintenance and Ongoing Costs

Once sites are cleaned up and loamed and seeded, they will be allowed to return to natural state requiring periodic inspection. Intent is to transfer ownership to MA Division of Fish & Game upon final project completion. See attached FEMA's Hazard Mitigation Assistance Unified Guidance and project budget.

6. Success Factors

Number of houses purchased at the end of the project will be an indication of success. Also see the attached timeline.

7. Project Permits & Approvals

- a. Control of Site – See attached Voluntary Participation Forms filled out by those in Woloski Park who are willing to participate. Also see FEMA's Hazard Mitigation Assistance Unified Guidance document.
- b. Deed Restrictions – See attached FEMA Model Deed Restriction.
- c. Hazardous Materials – See attached Timeline and FEMA's Hazard Mitigation Assistance Unified guidance.
- d. Environmental Concerns – See attached maps of wetlands, Floodplain and Endangered Species. Also see FEMA's Notice to Proceed.
- e. Evidence of Historic Significance – See attached FEMA's Notice to Proceed.
- f. Permitting – This will include filing a Notice of Intent with the Conservation Commission as well permitting under the Massachusetts Endangered Species Act with the Division of Fisheries and Wildlife Natural Heritage & Endangered Species Program (NHESP) concurrently

Town of Middleborough Community Preservation Committee Step 2 Application
Project: Woloski Park FEMA Hazard Mitigation Project

for any work proposed within 100-feet of a bordering vegetated wetland, floodplain (which the whole site is in) and for work within an area mapped under the NHESP. Other permitting to be obtained are demolition permits through the Building Department and depending on how close to the wetland resource areas a filing under the Water Resource Protection District Bylaw with the Board of Selectmen as the Water Commissioners.

C. PROJECT BUDGET, FUNDING, & TIMELINE

1. **Project Budget:** State the total budget for this project, and how CPA funds will be spent. Applicants are reminded that they must adhere to the Commonwealth of Massachusetts's Procurement Policy. All non government applicants should review the draft Grant Agreement to ensure that all potential project costs are eligible for CPA funding, e.g. CPA funds may not be used for maintenance.

Provide a detailed itemization of all project expenses, such as personnel, consultants, contracted services, equipment, and supplies. For each item, specify in parentheses how the expense was calculated, e.g. (# of hrs. x cost/hr.) Applicants should obtain quotes for project costs when possible; if not, indicate where cost estimates have been used. For each item, identify whether CPA funds or other funding will be used, and note where applicant and/or partner in-kind contributions will cover non-CPA fundable expenses such as administration.

Use table below or include as a separate attachment.

Expense Item	Total	CPA	Other
<i>See attached budget</i>			
TOTAL			

2. **Other Funding:** Describe efforts to secure other funding. Indicate what additional funding sources are available, committed or pending. Include commitment letters, if available. Complete the table below and include applicant and/or partner in-kind contributions.

Source of other funds	Amount	Funding requested (Y/N)	Funding secured (Y/N)
<i>See attached budget</i>			

3. Total Project Funding:

If the proposal is part of a multi-phase project, please indicate below the projected project costs and funding sources for the additional phases to completion.

Fiscal Year	Total Project Cost	CPA Funds to be Requested	Other Funding
2013			
2014			
2015			
2016	<i>See budget + time line attached</i>		
TOTAL			

4. Timeline and Grant Disbursement Schedule: Provide a detailed schedule for project implementation, including all activities and key milestones. Indicate the total funding as well as CPA and other funding that will be required to complete each activity or milestone.

Project start date: 1/12/2010

Use table below or include as a separate attachment.

Activity	Date Completed	Total Funding	CPA	Other
<i>See attached timeline</i>				

E. CERTIFICATE OF AUTHORITY & LIST OF OFFICERS AND DIRECTORS

GRANT AGREEMENT #:
APPLICANT:

N/A

I hereby certify that I am the Clerk/Secretary of: _____
(Print Name of Corporation)

and that _____ is the
(Print name of Officer who signs the Grant Agreement)

duly elected of said corporation; _____
(Print title of Officer who signs the Grant Agreement)

and that _____ on at a duly authorized meeting of the Board of Directors
(date of Meeting)
of said Corporation, at which a duly authorized quorum of the Directors were present and
acting, or waived notice, that _____
(Print name and title of Officer signing Grant Agreement)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf
of said corporation, and affix it Corporate Seal thereto, and such execution of any contract of obligation
in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding
upon this corporation; and that the above vote has not been amended or rescinded and remains in full
force and effect as of the date set forth below.

Attest: _____
(Signature of Clerk/Secretary)

Name: _____
(Printed or typed name of Clerk/Secretary)

Date: _____

**NOTE: THE DATE OF THE VOTE AUTHORIZING OFFICER TO SIGN GRANT AGREEMENT
MUST BE BEFORE THE DATE THE OFFICER ACTUALLY SIGNS THE GRANT AGREEMENT.
THIS CERTIFICATE MUST ALSO BE EXECUTED BEFORE THE OFFICER SIGNS THE GRANT
AGREEMENT. PLEASE ATTACH A LIST OF OFFICER AND DIRECTORS OF THE
CORPORATION**

- This Form is to be used by corporations, trusts and associations who are applying for CPA Funds.

F. STATE TAX CERTIFICATION

GRANT AGREEMENT #:
APPLICANT:

N/A

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that, _____
(name of Recipient receiving the Grant)

to the best of my knowledge and belief, has filed all Massachusetts tax returns and paid all Massachusetts and Town of Middleborough Taxes and Fees as required under law.

Signature: _____

Name of Recipient: _____

Federal Tax ID # or Social Security #: _____

Date: _____

G. AFFADAVIT

GRANT AGREEMENT #:

APPLICANT:

N/A

I, _____, under the penalties of perjury do hereby state and affirm that:

1. On _____, I signed the attached Project Submission & Application For Funding (hereinafter "the Application") seeking funding from the Town of Middleborough's Community Preservation Fund as the Authorized Representative of

_____ (hereinafter "the Applicant"); and

2. Neither I, nor the Applicant, nor any person or entity who would receive funding as a result of the Application has ever been convicted of:

- (a) a crime involving the willful and malicious setting of a fire, or
- (b) a crime involving the aiding, counseling, or procuring of a willful and malicious setting of a fire, or
- (c) a crime involving the fraudulent filing of a claim for fire insurance; and

3. Neither I, nor the Applicant, as of this date, owe the Town of Middleborough any monies in the form of previously incurred real estate taxes, water/sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness, or

4. I owe \$ _____, (please state dollar amount and source of indebtedness - if nothing owed insert \$0.00), and if delinquent,

- _____ I have filed in good faith, an application for an abatement of such amount which is pending, or
- _____ a petition before the Appellate Tax Board is pending, or
- _____ an Installment Payment Agreement with the treasurer of the Town which is current and not in default; and

5. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding of the project described in the Application, has ever been convicted of violating any code, statute or bylaw regarding conditions of human habitation within the last three (3) years; and

6. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding the project described in the Application, has ever been the owner of any property in the Town of Middleborough for which the Town has foreclosed the right of redemption as a result of failure to pay real estate taxes, water/sewer charges or any other indebtedness

7. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding the project described in the Application nor any person who would gain equity in the project described in the Application, is employed by the Town, or a member of a Board or Commission of the Town of Middleborough or if so:

(a) In what capacity?

(b) In what department?

I understand that in the event any of the foregoing statements are untrue, all CPA funding of the project described in the attached Project Submission & Funding Request will be forfeited and if any monies have been distributed pursuant to Town Meeting approval of this Funding request, then all such sums shall be immediately due and payable to the Town of Middleborough.

The undersigned swears under the penalties of perjuries that this Affidavit is complete and accurate in all respects.

SIGNATURE _____

PRINT OR TYPE NAME _____

ADDRESS _____

TELEPHONE # _____

WITNESS _____

- This Affidavit must be signed by the individual(s) or organizations(s) applying for Community Preservation Funding. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized representative of that corporation or legal entity.



The Nature Conservancy in Massachusetts
99 Bedford Street, Fifth Floor
Boston, MA 02111

tel (617) 532.8300
fax (617) 532.8400
nature.org/massachusetts

6 January 2015

Mr. Allin Frawley, Chair
Middleborough Select Board
Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Dear Mr. Frawley,

I am writing to you regarding the post-disaster Hazard Mitigation Grant application the Town of Middleborough submitted to the Federal Emergency Management Agency (FEMA) after the catastrophic flooding in the Spring of 2010.

Recently, the Town received the good news that both FEMA and MEMA (the Massachusetts Emergency Management Agency) have accepted the Town's Hazard Mitigation Plan Update. As a result, the town is now eligible to receive the Hazard Mitigation Grant that was applied for in early 2011.

The Nature Conservancy (TNC) in Massachusetts helped draft the FEMA application in 2011 with the town and remains supportive of the project. With FEMA assuming \$752,835 of the estimated \$1,075,000 project cost, the town and the Conservancy have agreed to equally split the remaining match amount. Based on this arrangement, TNC will assume a maximum of \$161,000 of the project match.

We hope this letter provides some clarity to the funding situation as the select board deliberates the project and that the town will agree to move forward with the FEMA grant.

Please contact David McGowan, Associate Director of Protection, at 617.532.8322, or dmcgowan@tnc.org if you have any questions.

Sincerely,

Wayne Klockner
Vice President and Massachusetts State Director



Charles D. Baker
Governor
 Karyn E. Polito
Lieutenant Governor

Commonwealth of Massachusetts

Department of Fish and Game

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617) 626-1500

fax (617) 626-1505



Matthew A. Beaton
Secretary
 George N. Peterson, Jr.
Commissioner
 Mary-Lee King
Deputy Commissioner

January 26, 2016

Allin Frawley, Chair
 Board of Selectmen
 Town Hall
 10 Nickerson Avenue
 Middleborough, MA 02346

RE: Town of Middleborough CPC application for Woloski Park

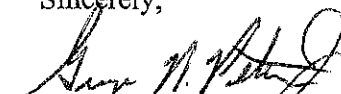
Dear Chairman Frawley,

The Massachusetts Department of Fish and Game (DFG) is pleased to provide this letter of support for the Town of Middleborough's Community Preservation Committee application for Woloski Park.

Existing houses in the Woloski Park area have experienced serious and recurring flooding. The Town's proposed flood hazard mitigation project at Woloski Park will be funded primarily with federal FEMA funds and will enable the Town to acquire several of the flood-prone parcels along the Taunton River, remove the existing structures, and make the "undeveloped" parcels available as permanently protected open space.

Our agency already owns several parcels near or abutting the area known as Woloski Park. In 1998, DFG acquired approximately 14 acres at the confluence of the Taunton River and Nemasket River and acquired another 13 acres along Purchase Brook in 2013. Although we cannot commit to purchasing the Woloski Park parcels at this time, our agency is very interested in exploring the possibility of adding these parcels to our existing Taunton River Wildlife Management Area once the structures have been removed. We look forward to working with the Town of Middleborough on this innovative project as it moves forward.

Sincerely,


 George N. Peterson Jr.
 Commissioner

Patricia Cassady

From: Ruth Geoffroy
Sent: Thursday, January 28, 2016 5:57 PM
To: Patricia Cassady
Subject: MG&E CPC Step 2 Application - Woloski Park Support

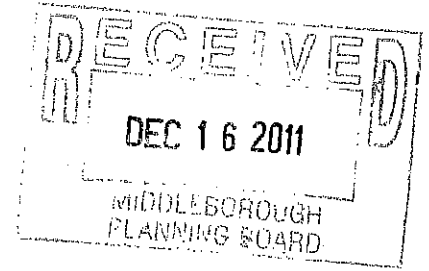
Use this one, it's clean

From: Jackie Crowley [<mailto:JCrowley@mged.com>]
Sent: Thursday, January 28, 2016 5:49 PM
To: Ruth Geoffroy
Subject: RE: CPC Step 2 Application - Woloski

As the General Manager of the Middleborough Gas & Electric Department (MGED), and a member of the Local Emergency Planning Committee (LEPC), I am familiar with the Middleborough Conservation and Planning Department's efforts to address the issues we've dealt with in the past regarding the area known as Woloski Park. In the past and under adverse weather conditions, employees from the Gas & Electric Department have had to work with other Town Departments to perform emergency protective operations due to flooding in the area. Due to the remote location and compromised access routes, these actions takes a great deal of time and many resources that are needed for other operations in order to maintain or restore essential natural gas and electric services for customers of MGED. I support the proposed plan to utilize grant funding and a Town and Nature Conservancy buyout of any and all properties. I understand the properties would be demolished, and the land would be restricted from any further residential development.

Thank you,

Jacqueline L. Crowley
General Manager
Middleborough Gas & Electric Dept.
508/946-3782
508/294-0619 (cell)
508/946-3706 (fax)



Town of Middleborough
Massachusetts

PLANNING DIRECTOR
Ruth McCawley Geoffroy

Planning Board

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

Floodprone Property Acquisition Project
Homeowner Interest Sign-up Sheet and Voluntary Notice

Please complete this form if you are interested in exploring options for reducing potential future flood losses by selling your property. Signing this does not commit you to any action.

Property Address: 4 Wdoski pk. Middleboro mass
Owner(s) Name(s): Kathy Hargrove
Owner(s) Mailing Address: 810 Clifford St.
Middleboro mass
Contact Phone Number: 508 923-9924

The Town of Middleborough is required by FEMA to inform you that your participation in this project for open-space acquisition is *voluntary*. Your signature indicates that you consent to the Town of Middleborough seeking grant funding. If grant funds are awarded, your property will be appraised for the purposes of making you an offer to purchase your property, remove its buildings, and convert it to conservation land. You will be free to either accept or reject the offer when it is made to you.

Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate, or if negotiations fail.

Kathy Hargrove 12-15-11
Owners Signature Date

Owners Signature Date

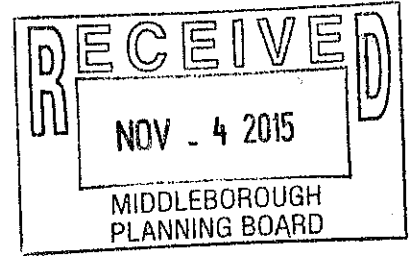
Owners Signature Date

NOT sure if property
is still owned by me
due to foreclosure
I'm having my atty.
checking into it

Property Owner Documentation and Voluntary Interest Notice

Statement of Voluntary Interest

Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)



Property Address: **5 Woloski Park**

Owner(s) Mailing Address:

Owner(s) Name(s):

Contact Telephone Number:

By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at, (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641.
4. Signing this form does not commit me to any action.

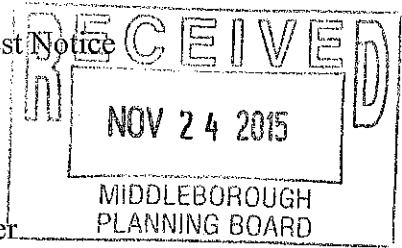
Paul DiBetto 11-4-15
Owners Signature Date

Owners Signature Date

Owners Signature Date

FILE

Property Owner Documentation and Voluntary Interest Notice



Statement of Voluntary Interest

Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)

Property Address: **6 Woloski Park**
Owner(s) Mailing Address: 2145 Harriet Street
Port Charlotte, FL 33952
Owner(s) Name(s): Sean P. Callahan Trustee
Contact Telephone Number: 1-941-759-3914

By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641.
4. Signing this form does not commit me to any action.

Sean Callahan 11/21/15
Owners Signature Date

Owners Signature Date

Owners Signature Date



Town of Middleborough
Massachusetts

PLANNING DIRECTOR
Ruth McCawley Geoffroy

Planning Board

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

Floodprone Property Acquisition Project
Homeowner Interest Sign-up Sheet and Voluntary Notice

Please complete this form if you are interested in exploring options for reducing potential future flood losses by selling your property. Signing this does not commit you to any action.

Property Address:

11 Wolask Park Plus #7 Wolaski PK
#13 Wolaski PK (B)

Owner(s) Name(s):

Robert Cragin

Owner(s) Mailing Address:

11 Wolaski Park
Middleboro, MA 01546

Contact Phone Number:

508-947-3923

The Town of Middleborough is required by FEMA to inform you that your participation in this project for open-space acquisition is *voluntary*. Your signature indicates that you consent to the Town of Middleborough seeking grant funding. If grant funds are awarded, your property will be appraised for the purposes of making you an offer to purchase your property, remove its buildings, and convert it to conservation land. You will be free to either accept or reject the offer when it is made to you.

Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate, or if negotiations fail.

[Signature]
Owners Signature

10/14/10
Date

Owners Signature

Date

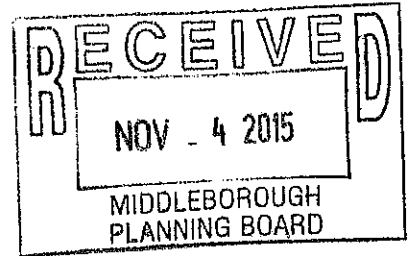
Owners Signature

Date

Property Owner Documentation and Voluntary Interest Notice

Statement of Voluntary Interest

Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)



Property Address: **9 Woloski Park**

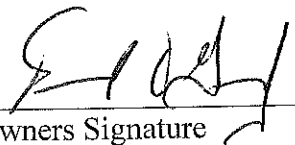
Owner(s) Mailing Address:

Owner(s) Name(s):

Contact Telephone Number:

By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641.
4. Signing this form does not commit me to any action.



Owners Signature

November 4th 2015

Date

Owners Signature

Date

Owners Signature

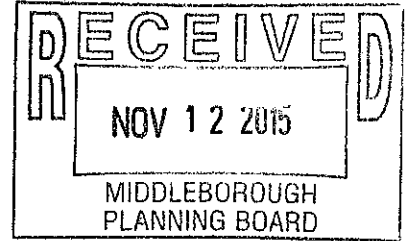
Date

FILE

Property Owner Documentation and Voluntary Interest Notice

Statement of Voluntary Interest

Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)



Property Address: 12 Woloski Park

Owner(s) Mailing Address: 1408 Sadlers Wells Dr, Herndon, VA, 20170

Owner(s) Name(s): Robert J Benecchi

Contact Telephone Number: 757 941 4683

By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641.
4. Signing this form does not commit me to any action.

Robert J Benecchi 2015 Oct 30
Owners Signature Date

Owners Signature Date

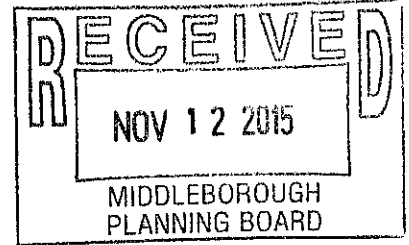
Owners Signature Date

FILE

Property Owner Documentation and Voluntary Interest Notice

Statement of Voluntary Interest

Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)



Property Address: 12 Woloski Park
Owner(s) Mailing Address: 4435 N. Pershing Dr. Rm#424
Arlington, VA 22203
Owner(s) Name(s): Nancy I. DeArruda
Contact Telephone Number: 757-663-2688

By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641.
4. Signing this form does not commit me to any action.

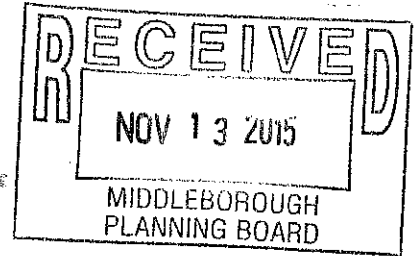
Nancy I. DeArruda 10-29-2015
Owners Signature Date

Owners Signature Date

Owners Signature Date

FILE

Please forward to
Richard J. Benecci



Property Owner Documentation and Voluntary Interest Notice

Statement of Voluntary Interest

Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)

Property Address: LE Wolanski Park
Owner(s) Mailing Address: Strada Zanone 65, 43123 Parma, Italy
Owner(s) Name(s): Richard Joseph Benecci
Contact Telephone Number: -39 398 6109000

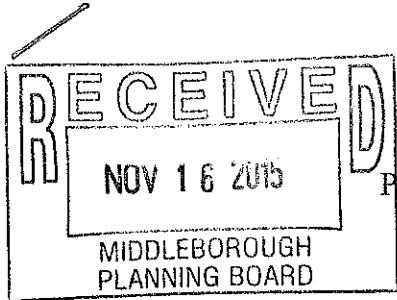
By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641
4. Signing this form does not commit me to any action.

Richard J. Benecci November 8, 2015
Owner's Signature Date

Owner's Signature Date

Owner's Signature Date



FILE

Property Owner Documentation and Voluntary Interest Notice

Statement of Voluntary Interest

Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)

Property Address: 16 Woloski Park

Owner(s) Mailing Address:

Owner(s) Name(s):

Contact Telephone Number:

By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641.
4. Signing this form does not commit me to any action.

 SS
Owners Signature

11-12-15
Date

Owners Signature

Date

Owners Signature

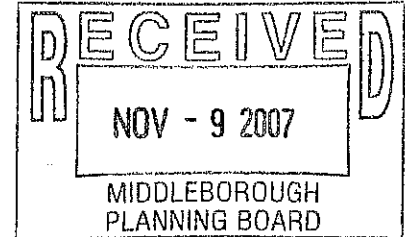
Date

FILE

Property Owner Documentation and Voluntary Interest Notice

Statement of Voluntary Interest

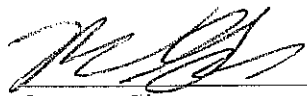
Middleborough, Massachusetts
Floodprone Property Acquisition Project under
Hazard Mitigation Assistance Grants (HMA)



Property Address: 17 Woloski Park
Owner(s) Mailing Address: 17 Woloski Park
Owner(s) Name(s): Michael Garner
Contact Telephone Number: 1-774-259-2301

By signing this form you acknowledge the following:

1. The local government officials have informed you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.
2. I/we own the property located at (legal address above)
3. I am a citizen of the United States; or National of the United States as defined in 8 U.S.C. 1101; or qualified alien as defined in 8 U.S.C. 1641.
4. Signing this form does not commit me to any action.

 11/9/16
Owners Signature Date

Owners Signature Date

Owners Signature Date



The Commonwealth of Massachusetts
Emergency Management Agency

Sarah J. White
Hazard Mitigation Supervisor

400 Worcester Road
Framingham, MA 01702
♻️ PRINTED ON RECYCLED PAPER

Tel: 508-820-2053
Fax: 508-820-0258
sarah.white@state.ma.us

Blank

Hazard Mitigation Assistance Unified Guidance

Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program,
Flood Mitigation Assistance Program, Repetitive Flood Claims
Program, Severe Repetitive Loss Program

June 1, 2009

FY'10



FEMA

Federal Emergency Management Agency
Department of Homeland Security
500 C Street, S.W.
Washington, DC 20472

If the local government decides to pursue a property acquisition and structure demolition or relocation project following the consultation process, the subapplicant will include in its subapplication assurances, a resolution, or an equivalent document adopted by the governing body of the local government that indicates:

- ◆ In consultation with USACE, the local government has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, and has chosen to proceed with acquisition of permanent open space; and
- ◆ The local government understands that land acquired for open space purposes under the relevant mitigation grant program will be restricted in perpetuity to open space uses and will be unavailable for any use that is incompatible with the open space and floodplain purposes designated for the property, including the construction of flood damage reduction levees, paved roads, and other development.

A.7.2 Department of Transportation

The subapplicant must demonstrate in their subapplication for mitigation assistance that they have coordinated with the relevant State Department of Transportation (DOT) to ensure that no future, planned improvements or enhancements to the Federal aid systems, or other State transportation projects, are under consideration that will affect the proposed project area. The construction of such improvements, enhancements, or projects on these lands is incompatible with open space uses and, therefore, will not be allowed.

A.7.3 Other Federal Agencies

The Applicant and subapplicant must demonstrate in the application/subapplication for mitigation assistance that they have consulted with other Federal agencies, as appropriate, regarding other program requirements and/or activities, and identified the relationship to FEMA mitigation grant activities and funding. Other Federal agencies' requirements may apply to the mitigation grant activities if other agency funds are used for activities related to the project in the community, or to match the mitigation grant funding, such as CDBG funds. In the limited cases when another Federal agency's funds may be used to contribute to the non-Federal share of a FEMA-funded mitigation project, both programs' requirements apply to the whole project. The Applicant is responsible for coordinating the various programs available within the State. It is important to include local program representatives. Therefore, it is important to coordinate approaches and schedules with other programs involved. The objective should be to make the process as simple and consistent as possible for subapplicants and property owners.

A.8 Allowable Costs

Allowable costs are those costs that are necessary and reasonable for the proper and efficient performance and administration of the Federal award. Allowable costs for property acquisition/structure removal projects depend upon the scope of the project.

- ◆ The following costs associated with the acquisition of hazard-prone real property and the demolition of structures are generally allowable:
 - Market value of the real property (land and structures) either at the time of sale or immediately prior to the most recent disaster or flood event, subject to applicable adjustments. However, for land already owned by an eligible entity, compensation will be for the structure and for development rights only, not for the land. This includes any

-
- entity eligible to apply for grant or subgrant funding under the relevant funding program, even if they are not the Applicant or subapplicant for the project;
- Fees for necessary appraisal costs, title search, title insurance, property inspection, and survey (if necessary);
 - Fees associated with title transfer, contract review, and other costs associated with conducting the real estate settlement including recordation of the deed and deed restrictions; and
 - Demolition, site restoration, and site stabilization for the acquired site.
- ◆ The following costs associated with the acquisition of hazard-prone property and relocation of structures are generally allowable:
- Market value of the real property (land only). However, for land already owned by an eligible entity, compensation will be for the development rights. This includes any entity eligible to apply for grant or subgrant funding under the relevant funding program, even if they are not the Applicant or subapplicant for the project;
 - Fees for necessary appraisal costs, title search, title insurance, property inspection, and survey (if necessary);
 - Fees associated with title transfer, contract review, and other costs associated with conducting the real estate settlement, including recordation of the deed and deed restrictions;
 - Jacking and moving of a structure to a new site;
 - The reasonable cost of disassembling, moving, and reassembling any attached appurtenances, such as porches, decks, skirting and awnings;
 - Necessary individual site preparations including foundation, water, sewer, and utility hookups; and
 - Demolition, site restoration, and site stabilization for the acquired site.
- ◆ In addition to the cost of demolition, the following costs of demolition activities at the vacated site are generally allowable if necessary for either property acquisition/structure removal project type:
- Removal of demolition debris and household hazardous wastes to an approved landfill (this includes debris from the demolition of houses, garages, driveways, sidewalks, and above-grade concrete slabs);
 - Abatement of asbestos and/or lead-based paint;
 - Removal of septic tanks (if not removed, floors and walls must be cracked or crumbled so the tank will not hold water, and be filled with sand or other clean fill);
 - Permitted disposal of fuel tanks that support a residential use only;
 - Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site;

- Filling of basements with compacted clean fill (basement floors must have a minimum 1-foot-diameter hole in the floor to allow for drainage);
- Removal of only those trees that restrict the demolition work on any structure;
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site;
- Capping of all wells and/or removal of associated components; and
- Grading, leveling, and site stabilization of all demolition sites.

In addition to the allowable costs identified above, in exceptional circumstances there may be a significant shortfall between the amount the subgrantee pays an owner for his/her damaged residence and the cost of a comparable replacement home in a non-hazard-prone location. In that case, an allowable project cost up to \$22,500 per property may be provided to the owner-occupants to apply to the shortfall.

A.9 Property-Related Costs that Are Not Allowable

Costs that are not allowable under HMA programs include, but are not limited to, the following:

- ◆ Compensation for land that is already held by an eligible entity. This is the case even if the eligible entity is not the subapplicant for the project. In that event, however, compensation for development rights (i.e., obtaining an open space easement) may be an allowable cost;
- ◆ The cleanup or remediation of contaminated properties, except for permitted disposal of incidental demolition, household hazardous wastes, and fuel tanks that support a residential use only; and
- ◆ Aesthetic improvements and landscaping, new site property acquisition, or public infrastructure and utility development.

A.10 Relocation and Removal of Existing Buildings

If the structure on the property is to be relocated, the relocated structure must be placed on a site located outside of the SFHA, outside of any regulatory erosion zones, and in conformance with any other applicable State or local land use regulations. Existing buildings must be removed and/or disposed of in accordance with applicable laws within 90 days of closing and settlement of the property acquisition transaction. If numerous properties are purchased on different dates, the Grantee and subgrantee are still responsible for structure removal within 90 days of settlement for each individual property. The FEMA Regional Administrator can only grant an exception to this requirement in accordance with 44 CFR Part 80.17(d).

Any relocated structures will be placed on a site outside of an SFHA or any other identified hazard areas, and at a distance at least 60 times the average annual erosion rate measured from an appropriate "erosion reference feature." The owner shall ensure the building is brought into compliance with all applicable laws and regulations.

In certain disaster-related instances, the demolition and debris removal related to acquired structures may be eligible for reimbursement under the FEMA Public Assistance program if the structures represent a health and safety hazard as a result of the disaster. States/Grantees and subgrantees should coordinate with the appropriate FEMA Regional Office for more information and to determine whether these costs are eligible under that program. If the costs of demolition

do not qualify for Public Assistance program funding, they are eligible project costs under the relevant mitigation grant program. If any parts of the structure are sold for salvage value, this amount shall reduce the total cost of the project before cost shares are calculated.

A.11 Hazardous Materials

In accordance with 44 CFR Part 80.11(e), properties that are contaminated with hazardous materials are not eligible for acquisition. The subgrantee must take steps to ensure that a property with past or present commercial or industrial use and adjacent properties suspected of having hazardous materials at the site are not contaminated at the time of acquisition. If the application is selected the subgrantee must meet the requirements of the U.S. Environmental Protection Agency's "all appropriate inquiries" rule 40 CFR Part 312, including contracting with an appropriate qualified environmental professional for a Phase I Environmental Site Assessment Process, as defined by that rule, or by conducting an inquiry and providing a declaration certifying the inquiry and evaluation. Any assessment must be in accordance with the procedures of ASTM International Standard E1527-05 or E2247-08. The costs for meeting these requirements are considered eligible project costs if such costs are included in the project's budget. In accordance with these criteria, and 44 CFR Part 80.17(a), the subgrantees shall:

- ◆ Conduct interviews with past and present owners, operators, and occupants;
- ◆ Search for recorded environmental cleanup liens;
- ◆ Review Federal, Tribal, State, and local government records; and
- ◆ Conduct visual inspections of the facility and of adjoining properties.

The purpose of this process is to seek to identify conditions indicative of releases and threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property by gathering the following types of information about the subject property:

- ◆ Current and past property uses and occupancies;
- ◆ Current and past uses of hazardous substances;
- ◆ Waste management and disposal activities that could have caused releases or threatened releases of hazardous substances;
- ◆ Current and past corrective actions and response activities undertaken to address past and on-going releases of hazardous substances;
- ◆ Engineering controls;
- ◆ Institutional controls; and
- ◆ Properties adjoining or located nearby the subject property that have environmental conditions that could have resulted in conditions indicative of releases or threatened releases of hazardous substances to the subject property.

The subgrantee must seek to gather all information that is publicly available, obtainable from its source within reasonable time and cost constraints, and which can practicably be reviewed.

If the Phase I “all appropriate inquiries” report identifies the presence of hazardous substances, pollutants, contaminants, petroleum and petroleum products, or controlled substances on, at, or in the subject property, the subgrantee shall require the owner to remove such materials in accordance with any applicable Federal, State, Tribal, or local requirements. The costs of a Phase II Environmental Site Assessment to evaluate suspected areas and to identify the nature and extent of contamination on, at, in, or to the property are not eligible mitigation grant project costs.

If the “all appropriate inquiries” report identifies the past release of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property, the subgrantee shall require the owner to provide a clean-site certification. The clean-site certification must be provided before the subgrantee can purchase any interest in the property. The seller must also agree to indemnify the Grantee, FEMA, and the subgrantee for any liability arising from previous contamination of the property. The cost of Phase III environmental site assessment remediation plans, cleanup, and certification of the property are not eligible mitigation grant project costs.

A.12 Clear Title

The subgrantee shall conduct a title search for each property it plans to acquire. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, or identify other persons with a property interest, and to ensure that the title is clear. This means that there are no mortgages or liens outstanding at the time of sale. In addition, there may not be incompatible easements or other encumbrances to the property that would make it either ineligible for acquisition or noncompliant with open space land use restrictions.

Other requirements include:

- ◆ A title insurance policy demonstrating that clear title conveys must be obtained for each approved property that will be acquired;
- ◆ A physical site inspection for each property verifying no physical encumbrances to the property (where appropriate this may require a site survey to clearly establish property boundaries);
- ◆ Title to the property must transfer by a warranty deed in all jurisdictions that recognize warranty deeds;
- ◆ All incompatible easements or encumbrances must be extinguished;
- ◆ The subgrantee shall take possession at settlement;
- ◆ The subgrantee must record the deed at the same time as and along with the programmatic deed restrictions;
- ◆ The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after settlement; and
- ◆ All property transfers shall be consistent with 44 CFR Part 80 and this guidance.

A.13 Statement of Voluntary Participation

The Statement of Voluntary Participation documents more formally the Notice of Voluntary Interest as well as documenting information related to the purchase offer. The Statement of Voluntary Participation is available on the FEMA Web site:

http://www.fema.gov/government/grant/vol_participation.shtml. The subgrantee shall provide to FEMA a signed copy of the Statement of Voluntary Participation for each property after award. For further information on documentation of voluntary interest, see Part IX A.6. For further information on the purchase offer, see Part IX A.14.

Participation is not voluntary for tenants of properties to be acquired; for information about considerations for tenants, see Part IX A.15.

A.14 Final Mitigation Offer

The final mitigation offer to a property owner is based upon the value assigned to a property ("purchase offer") and applicable additions and deductions. Deductions to the purchase offer may include ~~DOB~~ deductions, and additions may include any supplemental housing or insurance incentive payments. The subgrantee must ensure that all property owners are treated fairly, and are offered an equitable package of benefits. The subgrantee (using a Statement of Voluntary Participation) shall inform each property owner in writing of the market value (pre-event or current) of the property, and the method used to determine the final mitigation offer.

If several different entities or programs are acquiring property in the same area, property owners may find it confusing if different offers are made to area owners at different times. To avoid any negotiation difficulties or confusion, the subgrantee should coordinate the release of property valuation information and purchase offers to property owners for the various programs. The subgrantee may wish to set a time limit with the property owner for the validity of a purchase offer. The subgrantee must provide an appeal or reconsideration process for property owners who dispute the amount of the purchase offer property valuation.

Purchase offers made under the SRL program have different requirements than those made under FEMA's other mitigation grant programs and, in addition to the following requirements, must comply with the offer requirements identified in Part VIII E.7. The purchase offer of an SRL property must be the greatest of the following amounts:

- ◆ The current market value of the property or the pre-event market value of the property;
- ◆ The original purchase amount paid by the property owner holding the flood insurance policy as demonstrated by property closing documents; and
- ◆ The outstanding amount of any loan to the property owner, secured by a recorded interest in the property at the time of the purchase offer.

When determining value based on the outstanding amount of loans to the property owner for the SRL program, the loans must be secured by a recorded interest in the property at the time of the purchase offer and the value shall not include home equity loans or lines of credit secured after the property owner signs the Pre-Award Consultation Agreement. Any loans secured after the property owner signs the Pre-Award Consultation Agreement are not eligible.

A.14.1 Purchase Offer: Value of the Property

For each property identified for acquisition, the subgrantee shall establish and document a property value based on market value, which is defined as:

The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the valuation, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the valuation.

Current market value reflects the property value at the time of the final mitigation offer. Pre-event market value is defined as the market value of the property immediately before the relevant event affecting the property. For **HMGP**, the relevant event for assistance is the major disaster under which funds are available. For the **PDM** program, pre-event market value is the value before the most recent major disaster; however, if the project is occurring separate from or more than 12 months after a disaster event, the current market value may be more appropriate. For the **FMA**, **RFC**, and **SRL** programs, the pre-event market value is defined as the value of the property immediately before the most recent flood event resulting in an NFIP claim of at least \$5,000.

The benefit of payment of pre-event market value is only available to an owner who owned the property during the event and is a U.S. National or qualified alien. If the current property owner purchased or took possession due to default or foreclosure of the disaster-damaged property after the major relevant event, or is not a U.S. National or qualified alien, then the subgrantee shall not offer the owner more than the current market value.

Typically, property acquisition and structure demolition or relocation projects require the valuation of the property (land and structure as a whole). In situations where an eligible entity already owns the property but wants to deed-restrict it, valuation will be for the structure and development rights instead of for the land. Relocation projects require the valuation of land only.

A.14.2 Valuation Methodologies

The property value, either current or pre-event, must be derived from a methodology that results in a reasonable determination of market value. The subgrantee must coordinate with the Grantee to determine the methodology that will be used for property valuation determinations. This methodology must be applied consistently throughout the project area, using the same methodology for all properties to be acquired.

When practicable, the appraisal methodology shall be used. Appraisals must be conducted by an appraiser in accordance with the ~~USPAP~~ ^{USPAP}. The appraiser must comply with relevant State laws and requirements, and shall have the appropriate certification, qualifications, and competencies based on the type of property being appraised.

When determining value for a large number of structures, the subgrantee may choose to perform appraisals to establish a statistical sampling of property values, and develop an adjustment factor to apply to tax-assessed values so that they reasonably reflect each property's market value.

Potential deductions from and additions to the purchase offer must also be considered (see Part IX 14.4 and 14.5).

A.14.3 Purchase Offer and Nationality

A property owner who is not a National of the United States or a qualified alien is not eligible for a pre-event market value determination of property value. The property value must be based on current market value.

The term "National of the United States" is defined at 8 U.S.C. Part 1101 and means a citizen of the United States or a person who is not a citizen but who owes permanent allegiance to the United States. The term "qualified alien" is defined at 8 U.S.C. Part 1641 and means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:

1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act [8 U.S.C. Part 1101 et seq.];
2. An alien who is granted asylum under Section 208 of such Act [8 U.S.C. Part 1158];
3. A refugee who is admitted to the United States under Section 207 of such Act [8 U.S.C. Part 1157];
4. An alien who is paroled into the United States under Section 212(d)(5) of such Act [8 U.S.C. Part 1182 (d)(5)] for a period of at least 1 year;
5. An alien whose deportation is being withheld under Section 243(h) of such Act [8 U.S.C. Part 1253] (as in effect immediately before the effective date of Section 307 of division C of Public Law 104-208) or Section 241(b)(3) of such Act [8 U.S.C. Part 1231 (b)(3)] (as amended by Section 305(a) of division C of Public Law 104-208);
6. An alien who is granted conditional entry pursuant to Section 203(a)(7) of such Act [8 U.S.C. Part 1153 (a)(7)] as in effect prior to April 1, 1980; or
7. An alien who is a Cuban and/or Haitian entrant (as defined in Section 501(e) of the Refugee Education Assistance Act of 1980).

Subgrantees will ask all property acquisition and structure demolition or relocation project participants (property owners) to certify that they are either a National of the United States or a qualified alien. Subgrantees will offer participants who refuse to certify, or who are not Nationals of the United States or qualified aliens, no more than the appraised current market value for their property. Participants who refuse to certify or are not Nationals of the United States or qualified aliens may not receive supplemental housing payments.

Subgrantees may wish to use FEMA Form 90-69B to obtain certification from participating property owners. At the time of certification, the subgrantee will ask the property owner to show a form of identification (any government-issued identification displaying the signer's name will suffice). If the property owner applied for FEMA disaster assistance, a Form 90-69B will already be on file at FEMA and the subgrantee will instead request verification from FEMA through the Grantee that a certification is on file.

A.14.4 Deductions from Purchase Offer

The Grantee, subgrantee, and the property owner must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when DOB may occur in a property acquisition and structure demolition or relocation project include the following:

-
- ◆ The subgrantee offers full pre-event market value but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred;
 - ◆ The subgrantee offers full pre-event value, but legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them; and
 - ◆ Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any acquisition-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

For property valuations based on pre-event market value, the following procedures assist in preventing mitigation grant funds from duplicating benefits available from other sources:

- ◆ The subgrantee establishes the purchase offer property value as of a certain date;
- ◆ The subgrantee provides to the Grantee a list of property owners participating in the property acquisition and structure demolition or relocation project and a list of tenants that may be affected by the acquisition;
- ◆ The Grantee and FEMA inform the subgrantee of the amount of repair or replacement assistance available to each property owner, and rental or relocation assistance available to tenants. FEMA shall provide to the Grantee and subgrantee NFIP coverage information, including the amount paid on a claim and the amount of coverage available;
- ◆ The subgrantee coordinates with property owners who shall disclose all potential amounts available to them for the same purpose, as described above, including repair or replacement assistance received, all insurance benefits available to them under an existing policy (whether they submitted a claim or not), and any potential recovery based on litigation or other legal obligations. The property owner must take reasonable steps to recover such amounts. Amounts that are reasonably available to the property owner shall be treated as benefits available for the same purpose, even if the property owner did not seek them. The subgrantee shall coordinate with tenants who shall disclose any amounts received from rental or relocation assistance;
- ◆ Property owners who have a SBA loan are required to repay the loan or roll it over to a new property at closing; and
- ◆ The subgrantee identifies any other potential sources of benefits to the subgrantee, property owner, or tenant.

The subgrantee shall reduce the purchase offer by the amount of any duplicating benefits. Deductions are not taken, however, for amounts the owner can verify with receipts that were expended on repairs or cleanup (subgrantees may not credit homeowners for the homeowners' own labor hours for repair work).

For any insurance payments made for which the purpose is unspecified, property owners may submit either 1) an affidavit stating that the unspecified settlement will be used for personal property replacement, or 2) documentation from the insurance company specifying the type of losses covered by the previously unspecified settlement. In the case of an affidavit, upon receipt of the affidavit from the homeowner, the Grantee and subgrantee will treat the payment as a personal property settlement that is not subject to the DOB deductions process.

A.14.5 Additions to Purchase Offer

If a purchase offer for a property is less than the cost for the property owner to purchase a comparable replacement dwelling in a non-hazard-prone site in the same community, the Grantee and subgrantee may choose to make available a supplemental payment of up to \$22,500 for the property owner to apply to the difference. Subgrantees should consider the cost of relocating to a permanent residence that is of comparable value and that is functionally equivalent. The Grantee and subgrantee must demonstrate that all of the following circumstances exist:

- ◆ Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard-prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- ◆ The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- ◆ Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

For **SRL**, property owners that receive additional amounts of SRL funds to cover the original purchase price of the property, or to cover second mortgages or other loans, are generally not eligible to receive supplemental housing payments.

For **HMGFP**, the Grantee has the option to allow subgrantees to provide a credit to property owners with flood insurance. In this case, the subgrantee would provide an incentive payment in an amount equal to up to 5 years of flood insurance premiums actually paid by the current property owner for an NFIP Policy for structure coverage.

A.15 Tenants

Although the property owner must voluntarily agree to participate in the open space project, participation is not voluntary for residential and business tenants and owners of mobile homes who rent homepads (homepad tenants) and who must relocate as a result of acquisition of their housing. Therefore, these tenants are entitled to assistance as required by URA, as amended. The Act is implemented at 49 CFR Part 24. (Owners participating in FEMA-funded property acquisition and structure demolition or relocation projects are not entitled to relocation benefits because the voluntary program meets URA exceptions.) URA relocation benefits to displaced tenants include moving expenses, replacement housing rental payments, and relocation assistance advisory services. This includes owners of manufactured homes who lease the pad site.

The amount of assistance the subgrantee must pay to the tenant is described at 49 CFR Part 24, Subpart E. An eligible displaced tenant is entitled to:

-
- ◆ Reasonable out-of-pocket (or fixed schedule) moving expenses; and
 - ◆ Compensation for a reasonable increase in rent and utility costs incurred in connection with the relocation in certain circumstances.

Relocation assistance payments for tenants are intended to ensure that these individuals are able to relocate to decent, safe, and sanitary comparable replacement dwellings outside the floodplain or hazard area. If a tenant chooses to purchase a replacement dwelling, the tenant may apply the amount of rental assistance to which he or she would be entitled towards the down payment. Similarly, if a mobile home owner who rents a homepad chooses to purchase a replacement pad or lot, the mobile home owner may apply the amount of rental assistance to which he or she would be entitled towards the down payment.

However, mitigation grant funding is supplemental to other primary funding sources and must be reduced by amounts reasonably available (even if not sought or received) from other sources, such as insurance and other funds to address the same purpose or loss. A DOB may occur when relocated tenants receive relocation assistance and rental assistance if they have received payments for the same purposes as part of the disaster assistance provided by FEMA, the Grantee, and/or other sources. DOB verification shall focus on the assistance provided through the FEMA disaster assistance programs, including temporary housing and rental assistance and/or funds from *any* other sources. The Grantee and FEMA shall inform the subgrantee of the amount and source of any such assistance provided to tenants who may be displaced by a property acquisition and structure demolition or relocation project. Any acquisition-related assistance provided to tenants must be reduced accordingly. This also affects the total eligible costs allowable for the project (see Part IX A.14.4). Tenant-related DOB deductions do not affect amounts available to the property owner.

A person who is an alien not lawfully present in the United States is not eligible to receive URA relocation benefits or relocation advisory services. FEMA may approve exceptions if unusual hardship to the alien's spouse, parent, or child, who *is* a U.S. citizen or an alien admitted for permanent residence, would otherwise result. Subgrantees will ask tenants who are potential recipients of URA assistance to certify that they are a U.S. citizen or are lawfully present in the United States. Subgrantees will not provide URA assistance to participants who refuse to certify or who are not a U.S. citizen or lawfully present.

Refer to 49 CFR Part 24 for detailed instructions regarding implementation of URA requirements. Subgrantees shall closely coordinate with the Grantee and FEMA when implementing URA requirements. The State DOT is often a good resource in determining how to calculate the appropriate URA payment, since the Federal Highway Administration (FHWA) oversees applicability of the URA.

A.15.1 Rental Payments

A tenant displaced from a dwelling due to a federally funded property acquisition and structure demolition or relocation project is entitled to a rental increase payment if:

- ◆ That tenant rents or purchases and occupies a decent, safe, and sanitary replacement dwelling within 1 year after the date he or she moves out of the original dwelling; and
- ◆ The tenant occupied the displacement dwelling for the 90 days preceding the initiation of negotiations for acquisition of the property. The initiation of negotiations is defined as the

first formal indication that the subgrantee wants to purchase a particular property. Any tenant who occupied the dwelling prior to a disaster event is usually eligible. The exception to this is if the project negotiations are unrelated to a disaster event or begin so long after the event that the event is no longer a relevant factor. If the dwelling is re-inhabited after the event, former tenants are generally not eligible (generally, a signed lease is preferable to prove tenancy; however, other documentation such as utility bills may be used to prove tenancy if a signed lease is not available due to the disaster event).

Compensation for rent increase is 42 times the amount that is obtained by subtracting the "base monthly rent" for the displacement dwelling from the monthly rent and average monthly cost of utilities for a comparable replacement dwelling, or the decent, safe, and sanitary replacement dwelling now occupied by the displaced person.

The "base monthly rent" for the displacement dwelling is the lesser of the average monthly cost for utilities plus the rent at the displacement dwelling as determined by FEMA, or 30 percent of the tenant's average gross household income. (The URA regulations define "tenant" as a person who has the temporary use and occupancy of real property owned by another.)

Subgrantees may exceed this limit in extraordinary circumstances, if necessary to ensure that a displaced tenant will be able to obtain and retain a decent, safe, and sanitary (as defined by the URA regulations at 49 CFR Part 24.2(a)(8)) comparable unit outside of the high-hazard area. A rental assistance payment may, at the subgrantee's discretion, be disbursed in either a lump sum or in installments. However, if any HUD programs are providing partial funding for the project, verify those program requirements to ensure proper coordination with mitigation grant program requirements. The rental increase payment may not exceed a total of \$5,250.

A.15.2 Homepad Tenants

Mobile home owners who lease a homepad and who must relocate to a new homepad as the result of acquisition of their pre-disaster homepad are also entitled to URA relocation benefits and replacement housing payments. Payments to mobile home owners shall not duplicate insurance payments or payments made by other Federal, State, local, or voluntary agencies. Complex situations involving FEMA mobile homes that have been donated to a State or local government and then sold to the mobile home owner should be directed to the appropriate FEMA Regional Office for eligibility determination and a calculation of benefits.

Displaced mobile home owners who rent their homepads are entitled to assistance as detailed below. However, only in rare cases may the combination of the two types of URA assistance exceed \$22,500.

A.15.3 Homepad Rental Assistance

The displaced mobile home owner and homepad renter is entitled to compensation for rental and utility increases resulting from renting a comparable homepad and moving expenses as detailed in the section for tenants. Compensation for homepad rent increase is 42 times the amount that is obtained by subtracting the "base monthly rent" for the displacement homepad from the monthly rent and average monthly cost of utilities for a comparable replacement homepad. The rental increase payment may not exceed a total of \$5,250. Displaced mobile homeowners are also entitled to one of the following:

- ◆ **Replacement Housing Assistance:** For URA purposes the displaced mobile home owner is considered to be involuntarily displaced from his or her residence due to the homepad

owner (landlord) selling that property. Therefore, if the mobile home is purchased, the displaced mobile home owner is also entitled to replacement housing assistance to compensate for his or her need to find replacement housing. Compensation for mobile home replacement is equivalent to the amount that is obtained by subtracting the value of the displacement mobile home from the cost of a new replacement mobile home. In property acquisition and structure demolition or relocation projects where the mobile homes are intact and are being relocated to new homepads, there is no difference. The replacement housing payment may not exceed a total of \$22,500. If the owner is also being compensated for homepad rental increase, then the combination of rental and relocation assistance may not exceed a total of \$22,500; or

- ◆ **Costs to Move a Manufactured Home:** If the owner of a manufactured home wishes to move their existing home to a new site, rather than sell it, those moving costs are eligible. The reasonable cost of disassembling, moving, and reassembling any attached appurtenances, such as porches, decks, skirting and awnings, anchoring the unit, and utility hook-up charges are included.

A.15.4 Tenant Businesses

Tenant businesses that are involuntarily relocated due to a FEMA-funded property acquisition and structure demolition or relocation project are also entitled to URA benefits. Assistance provided to a tenant business cannot duplicate payments from insurance or any other source. Thus, SBA loans and other types of financial assistance received after the disaster would have to be factored out of benefits received under the URA. The Grantee and subgrantees should seek the assistance of the appropriate FEMA Regional Office in determining benefits for tenant businesses. Also, the State DOT can be a good resource for determining benefits for tenants, since the FHWA oversees applicability of the URA.

A.16 Property Acquisition Closeout

At completion of the grant/subgrant activity, FEMA and the Grantee shall verify that all required subgrant activities have been accomplished (in accordance with all programmatic guidance and proper grants management practices and 44 CFR Part 80.21), that all properties identified in the subapplication have been acquired, and that the Model Deed Restriction language was recorded with each corresponding deed. The subgrantee shall provide to FEMA through the Grantee the following property reporting requirement information:

- ◆ A photograph of the property site after project implementation;
- ◆ A copy of the recorded deed and attached deed restrictions for each property;
- ◆ Latitude and longitude coordinates of the property;
- ◆ Signed Statements of Voluntary Participation from the owner of each property identified in the subgrant SOW (see Part IX A.13); and
- ◆ For each property identified on the FEMA Repetitive Loss database, a completed FEMA Form AW-501, documenting the completion of mitigation on the repetitive loss property. The form is available on the FEMA Web site at <http://www.fema.gov/government/grant/resources/aw501ins.shtm>.

For more information about project closeout, see Part VI D.

A.17 Future Federal Benefits

After settlement of the property acquisition transaction, no disaster assistance for any purpose from any Federal entity may be sought or provided with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of settlement in accordance with 44 CFR Part 80 requirements.

Also, crops for which insurance is not available will not be eligible for any disaster assistance and are grown at the farmer's risk. Payment through the Non-Insured Crop Disaster Assistance Program (NAP), 7 U.S.C. Part 7333, for damage to crops for which insurance is not available, is considered to be "disaster assistance," and as such will not be available to owners of open space-restricted land. However, benefits obtained through crop insurance programs offered under the Federal Crop Insurance Act, as amended, 7 U.S.C. Part 1501 et seq., are not considered "disaster assistance," and will be available to owners of open space-restricted land.

A.18 Open Space Land Use Requirements

Subgrantees must apply specific deed restriction language to all acquired properties to ensure the property will be maintained in perpetuity as open space and consistent with natural floodplain functions, as agreed by accepting FEMA mitigation grant funding. This is done for each property by recording the open space and deed restriction. Modifications to the Model Deed Restriction language can only be made with prior approval from the FEMA Office of Chief Counsel through the appropriate FEMA Regional Office.

Allowable land uses generally may include parks for outdoor recreational activities, wetlands management, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow for evacuation), unpaved surfaces, and other uses FEMA determines compatible with the grant and deed restrictions, including more specific listings provided below.

Allowable land uses generally do not include walled buildings; flood control structures (such as levees, dikes, or floodwalls); paved surfaces, bridges; cemeteries; actions that pose health, safety, or environmental risk in the floodplain; above- or below-ground pumping stations or storage tanks; placement of fill materials; or other uses that obstruct the natural and beneficial use of the floodplain (see below for additional detail regarding land use).

The list below is a guide to open space use that addresses typical situations; however, the subgrantee and Grantee should review every situation using the regulations, open space intent, and floodplain management principles. The local floodplain administrator should review all proposed use of acquired floodplain land. The Grantee and subgrantee, in coordination with the appropriate FEMA Regional Office, shall determine whether a proposed use is allowable and consistent with the deed restrictions, grant agreement, this guidance, and floodplain management requirements.

Allowable uses include:

- ◆ Vegetative site stabilization, agricultural cultivation, and grazing;
- ◆ Public picnic shelters, pavilions, and gazebos, with associated foundations, provided that the structure does not contain walls;
- ◆ Public restrooms;

-
- ◆ Small-scale recreational courts, ball fields, golf courses, and bike and walking paths;
 - ◆ Campgrounds, if adequate warning will be provided to allow for evacuation;
 - ◆ Installation of signs when designed not to trap debris;
 - ◆ Unimproved, unpaved parking areas consistent with open space uses;
 - ◆ Unpaved access roads, driveways, and camping pads limited to those necessary to serve the acceptable uses on acquired property. Existing paved roads can be reused for these purposes;
 - ◆ Small boat ramps, docks, and piers to serve a public recreational use;
 - ◆ Drainage facilities intended to service onsite needs;
 - ◆ Construction activities, excavation, and other minor water control structures necessary to create areas for water detention/retention including wetlands restoration or restoration of natural floodplain floodwater storage functions;
 - ◆ Sewer, water, and power to serve the allowable uses. Sewer, water, and power line crossings, where there is no floodwater obstruction created and there are no other readily available locations for these systems; and
 - ◆ Simple structures used exclusively for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of certain agricultural commodities, to include livestock, such as a pole-frame building (any such structure cannot be of a nature that would make it eligible for insurance under the NFIP), and steel grain bins and steel-frame corn cribs.

Uses generally not allowed on acquired open space land:

- ◆ The construction of flood damage reduction levees, dikes, berms, or floodwalls;
- ◆ Walled buildings or manufactured homes, except public restrooms. Reuse of pre-existing structures is not allowed, unless all walls are removed;
- ◆ Fences and all other obstructions in the floodway. Fences outside of the floodway must be designed to minimize the trapping of debris;
- ◆ Storage of inventory supporting a commercial operation or governmental facility, including wheeled vehicles or movable equipment;
- ◆ Cemeteries, landfills, storage of any hazardous or toxic materials, or other uses that are considered environmentally contaminating, dangerous, or a safety hazard;
- ◆ Pumping and switching stations;
- ◆ Above- or below-ground storage tanks;
- ◆ Paved roads, highways, bridges, and paved parking areas. Paved parking areas include asphalt, concrete, oil-treated soil, or other material that inhibits floodplain functions;
- ◆ Placement of fill, except where necessary to avoid affecting onsite archeological resources;

-
- ◆ Installation of septic systems or reuse of pre-existing septic systems, except to service a permissible restroom; and
 - ◆ Any uses determined by the Grantee and/or FEMA as inconsistent with the regulations, this guidance, or deed restrictions.

Reuse of existing paved surfaces for recreational uses on the acquired property consistent with allowable uses is generally acceptable; however paved surfaces beyond those directly required for such uses should be removed. Communities shall use unpaved surfaces allowing for natural floodplain functions, where feasible, for allowable uses such as trails. Examples of unpaved surfaces include grass, hard-packed earth, and graded gravel.

Communities may creatively salvage pre-existing structures on the acquired property. In some cases, the complete demolition of a structure may not be necessary; it may be possible to convert a closed-in structure with walls, such as a house, into an open picnic pavilion with a concrete slab floor and posts supporting the roof.

A.19 Subsequent Transfer of a Property Interest

Post-grant award, the subgrantee may convey a property interest only with the prior approval of the appropriate FEMA Regional Administrator and only to certain entities in accordance with 44 CFR Part 80.19(b) and this guidance.

After acquiring the property interest, the subgrantee, including successors in interest, shall convey any interest in the property only if the appropriate FEMA Regional Administrator, through the Grantee, gives prior written approval of the transferee. The transferee must be another public entity or a qualified conservation organization. A qualified conservation organization means an organization with a conservation purpose where the organization has maintained that status for at least 2 years prior to the opening of the grant application period that resulted in the transfer of the property interest to the subgrantee, pursuant to Section 170(h) (3) and (4) of the Internal Revenue Code of 1954, as amended, and the applicable implementing regulations. The transferee must document its status as a qualified conservation organization, where applicable. Any request to convey an interest in the property must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of the original mitigation grant/subgrant conveyance, 44 CFR Part 80, and this guidance, and must reference and incorporate the original deed restrictions providing notice of the conditions in this section. The statement must also incorporate a provision for the property interest to revert to the subgrantee or Grantee in the event that the transferee ceases to exist or loses its eligible status as defined under this section. See 44 CFR Part 80.19 for more information.

The subgrantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in 44 CFR Part 80.19 and this guidance, with prior approval of the appropriate FEMA Regional Administrator, and as long as the conveyance does not include authority to control and enforce the terms and conditions identified above. The FEMA Regional Administrator may choose to consult with the FEMA Office of Chief Counsel in reviewing documents proposed to convey an interest in the property. Any lease or easement must be for uses compatible with open space purposes and are clearly subject to the land use and other restrictions of the property by reference and/or incorporation of the recorded deed restriction language.

A.20 Monitoring, Reporting, and Inspection

The Grantee will work with subgrantees to ensure that the property is maintained in accordance with land use restrictions. The Grantee and subgrantees should jointly monitor and inspect acquired properties every 3 years to ensure that the inspected parcels continue to be used for open space purposes.

Every 3 years, the subgrantee, the Grantee, and FEMA must coordinate to ensure the subgrantee submits documentation to the appropriate FEMA Regional Administrator certifying that the subgrantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant/subgrant. If the property subsequently transfers to an allowable transferee, the subgrantee, the Grantee, and FEMA will coordinate with that entity to submit the information.

The Grantee, FEMA, and the subgrantee have the right to enter the parcel, with notice, in order to inspect the property to ensure compliance with land use restrictions. Subgrantees may identify the open space nature of the property on local tax maps to assist with monitoring.

Enforcement

If the required monitoring (or other information) identifies that the subject property is not being maintained according to the terms of the grant, the subgrantee, Grantee, and FEMA are responsible for taking measures to bring the property back into compliance.

In the event a property is not maintained according to the identified terms, the Grantee shall notify the subgrantee (which includes successors in interest) that they have 60 days to correct the violation. If the subgrantee fails to demonstrate a good faith effort within the terms of the grant agreement within 60 days, the Grantee shall enforce the terms of the grant agreement by taking any measures it deems appropriate, including bringing an action of law or equity in a court of competent jurisdiction. If the Grantee fails to bring the property into compliance, then FEMA may enforce the terms of the grant agreement by taking any measures it deems appropriate including:

- ◆ Withholding FEMA mitigation awards or assistance from the Grantee, subgrantee, and current holder of the property interest (if different) pending corrective action;
- ◆ Requiring the transfer of title; and/or
- ◆ Bringing an action of law or equity in a court of competent jurisdiction against the Grantee, subgrantee, and/or their respective successors and assigns.

FEMA also reserves the right to transfer the property title and/or easement to a qualified third party for future maintenance.



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

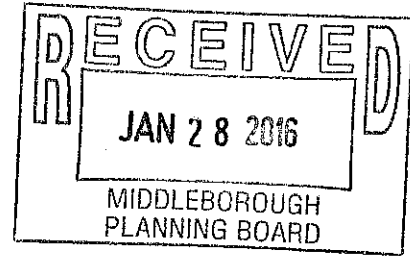
Charles D. Baker
GOVERNOR

Leo Roy
COMMISSIONER

Karyn E. Polito
LIEUTENANT GOVERNOR

January 26, 2016

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



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

Dear Mr. Nunes:

Thank you for returning the executed contract, HMGP189526MIDDLEBORO, for the project listed above. Performance period shall start on the latest date that this contract has been executed by an authorized signatory of the Contractor, or the Department. All work must be completed by the contract end date, 10/28/2018, to be eligible for FEMA reimbursement. Enclosed is a copy of the contract for your files.

The Massachusetts Emergency Management Agency (MEMA), Department of Conservation and Recreation (DCR) and Federal Emergency Management Agency (FEMA) are very interested in completing this project as expeditiously as possible. We look forward to working with you on this important mitigation initiative.

Please do not hesitate to contact Sherry Leung at (508) 820-1436 or by e-mail at shirletta.leung@state.ma.us with any questions or concerns regarding this mitigation grant agreement.

Sincerely,

Sarah White
Hazard Mitigation Grants Supervisor

Enclosures

Cc: Eric Carlson, DCR
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
Allin J. Frawley	Chairman, Middleborough Board Of Selectmen
Robert G. Nunes	Middleborough Town Manager

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

Chairman, Middleborough Board of Selectmen
Title

508-946-0058
Fax

January 12, 2016
Date

508-946-2405
Telephone

sharkey@middlesborough.com
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): Allin J. Frawley

Title: Chairman, Middleborough Board of Selectmen

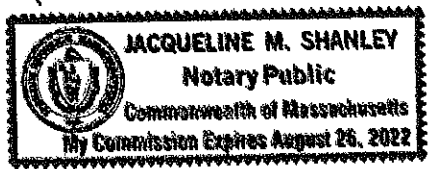
X

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, Jacqueline M. Shanley (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:

January 12, 2016.
My commission expires on: 8-26-22



AFFIX NOTARY SEAL

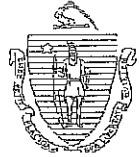
I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: 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): Robert G. Nunes

Title: Middleborough Town Manager

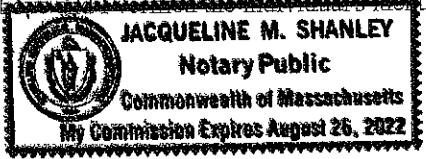
X

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 at _____ and I verified the individual's identity on this date:

, 2016
My commission expires on: 8.26.22



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

CONTRACTOR LEGAL NAME Town of Middleborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME MA Emergency Management Agency	
Legal Address (W-9, W-4, T&C): 20 Centre Street Middleborough, MA 02346		MMARS Department Code CDA	
Contract Manager: Robert Nunes, Town Manager		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
E-Mail: rnunes@middleborough.com		Billing Address (if different):	
Phone: (508) 947-0928		Contract Manager: Scott MacLeod, Mitigation and Disaster Recovery Section Chief	
Contract Vendor Code: VC6000191882		E-Mail: scott.macleod@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for <u>EFT</u> payments.)		Phone: 508-820-1445	
		Fax: 508-820-1404	
		MMARS Doc ID(s): HMGP189526MIDDLEBORO	
		RFR/Procurement or Other ID Number: FHMPG1895	
NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.	
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u> (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)		Enter Amendment Amount: \$ _____ (or "no change")	
		AMENDMENT TYPE (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 COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$752,824.00			
PROMPT PAYMENT DISCOUNTS (PPD): 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 (<u>G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u>)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 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.			
ANTICIPATED START DATE (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.			
CONTRACT END DATE 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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH	
X: <u>Robert G. Nunes</u> Date: <u>11/2/16</u>		X: <u>David Wahr</u> Date: <u>11/25/16</u>	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Robert G. Nunes</u>		Print Name: <u>David Wahr</u>	
Print Title: <u>Town Manager</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 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 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. 66A; and the Massachusetts Constitution Article XVII 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 15th for performance made and received (goods delivered, services completed) prior to June 30th, 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 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



"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; and (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: Town of Middleborough				Grant Program: HMGF 1895-26			
CFDA #		Federal Identification Number		Budget (Check One)		Budget Period	
97.039		04-6001221		New <input type="checkbox"/> Revised <input type="checkbox"/>		From: 10/28/15 To: 10/28/18	
FEMMA						Strategic Funds Management	
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	
2		Phase I Assessment and Closing		\$22,500.00		\$5,625.00	
3		Property Acquisition / tenant relocation		\$909,700.00		\$227,425.00	
4		Permits/Utility disconnect		\$10,368.00		\$2,592.00	
5		Demolition/Site restoration		\$47,697.00		\$11,924.00	
Subtotal				\$1,003,765.00		\$250,941.00	
Project (Program) Income							
Total				\$1,003,765.00		\$250,941.00	
* 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		\$10,125		FY 17		\$542,582	
FY 18				FY 19		\$190,568	
FY 19		\$9,549					

MITIGATION PROJECT WORK SCHEDULE

Applicant: Middleborough Grant: HMGP 1895-26

Task ¹	Estimated Task Start Date ²	Task Duration (in months)	Estimated Task End Date
Submit FEMA contract	1/12/2016	0	1/12/2016
Step 1 CPA application	1/14/2016	0.5	2/1/2016
Step 2 CPA application	2/1/2016	0.5	2/15/2016
DFG spring Lands Committee meeting	2/29/2016	0.5	3/15/2016
Town Property Appraisals	4/12/2016	3	7/12/2016
Title Examinations	5/1/2016	3	8/1/2016
DFG Property Appraisals	5/1/2016	2	6/30/2016
Spring Town Meeting re CPA funds	4/25/2016	0	4/25/2016
Negotiations with Landowners, Tenant Relocation, RE Contracts	9/1/2016	8	4/1/2017
DFG Lands Committee project ranking for FY18	9/15/2016	0	9/15/2016
Fall Town Meeting to convey tax title land to DFG	10/1/2016	0	10/1/2016
Phase I Assessments	3/1/2017	3	6/1/2017
Permits	3/1/2017	3	6/1/2017
Initiate municipal borrowing	5/1/2017	1	5/31/2017
Municipal Property Acquisition - Round 1	6/1/2017	1	7/1/2017
Disconnect utilities	6/1/2017	1	7/1/2017
Demolition/Site Restoration	6/1/2017	3	9/1/2017
Municipal Property Acquisition - Round 2	10/1/2017	1	11/1/2017
Disconnect utilities	10/1/2017	1	11/1/2017
Demolition/Site Restoration	10/1/2017	3	1/1/2018
Final Reporting/Reimbursements	1/1/2018	3	4/1/2018
DFG Property Acquisition - Rounds 1 & 2	11/15/2018	0	11/15/2018
Total Estimated Time for Project Completion	9/30/2018		9/30/2018

1. Enter tasks in the first column. These should be major milestones as detail does not have to be budgeted at the micro level. Tasks could include planning, engineering/design, construction, project management, etc.

2. Estimate first task start date 90 days from receipt of contract package.

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)

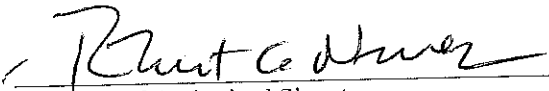
National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44CFR Part 10, with the initial planning and decision making process for this program. The Sub-Recipient must follow all environmental review conditions imposed by FEMA on this grant award; these conditions 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 1st, January 1st, April 1st and July 1st 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

11/2/12

Date

Robert G. Nunes

Printed Name

Middleborough Town Manager

Title

DESIGNATION OF PROJECT MANAGER FORM

Ruth M. Geoffroy

(Name of Project Manager)

Middleborough Planning Director

(Official Title)

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

Project Manager:

Ruth M. Geoffroy

Middleborough Planning Director

Typed Name and Official Title

Signature

20 Centre Street

Middleborough MA

02346

Street Address

508-946-2425

City/Town

508-946-1991

Zip Code

Telephone Number

rgffry@middleborough.com

Fax Number

e-mail

AUTHORIZING OFFICIAL:

Robert G. Nunes

Middleborough Town Manager

Typed Name and Official Title

Signature

10 Nickerson Ave.

Middleborough

MA

02346

Street Address

508-947-0928

City/Town

508-946-2320

Zip Code

Telephone Number

rnunes@middleborough.com

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)

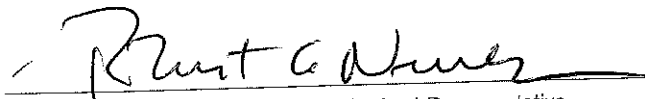
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Robert G Nunes

Typed Name of Authorized Representative

Middleborough Town Manager

Title



Signature of Authorized Representative

1.12.16

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 impart 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(e) 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

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.**

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.)

(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 ion the workplace no later than five calendar days after such convections;

(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.

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 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;

(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)

10 Nickerson Ave. and

20 Centre St. Plymouth County

Middleborough MA 02346

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.

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 Park	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 Categorical 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.
- 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.

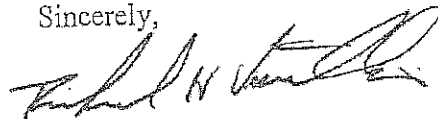
We request your concurrence with our determination for the Woloski Park Acquisition Project in Middleborough, MA.

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 6th 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: VC6000000000

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	\$1,000.00	\$500.00	\$750.00	\$375.00	\$0.00	\$375.00
2 Land, structures, right-of-way	\$2,000.00	\$3,200.00	\$1,500.00	\$27.50	\$1,400.00	\$72.50
3 Architectural/engineering basic fees	\$20,000.00	\$23,000.00	\$15,000.00	\$2,050.36	\$11,249.00	\$1,700.64
4 Other architectural/engineering fees	\$5,000.00	\$5,000.00	\$3,750.00	\$1,750.00	\$2,000.00	\$0.00
5 Project inspection fees	\$20,000.00	\$16,500.00	\$15,000.00	\$5,000.00	\$8,500.00	\$1,500.00
6 Land development	\$10,000.00	\$12,000.00	\$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	\$5,000.00	\$7,500.00	\$3,500.00	\$0.00	\$0.00
10 Construction and project improvement	\$93,000.00	\$0.00	\$69,750.00	\$0.00	\$0.00	\$69,750.00
11 Equipment					\$0.00	\$0.00
12 Other (Recording fees, lawyer fees, etc.)						\$0.00
13 Subtotal (Sum of lines 1-12)	\$201,000.00	\$115,200.00	\$150,750.00	\$54,202.86	\$23,149.00	\$73,398.14
14 Project (Program) Income						
15 Total Project Costs (subtract #14 from #13)	\$201,000.00	\$115,200.00	\$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 RBGS)

SIGNATURE:

TITLE:

MEMA MITIGATION COORDINATOR REVIEWING PAYMENT

DATE:

SIGNATURE:

MEMA DISASTER RECOVERY MANAGER APPROVING PAYMENT

DATE:

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 c 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.

MEMA MITIGATION PROGRAM QUARTERLY REPORT

Contact Name: John Smith Contact Email: jsmith@gmail.com
 Project Name: Culvert Replacement Town Location
 Applicant: Town of X Period: 01/01/2012 to: 03/30/2012

Project #	Summary of Overall Scope	Status Code ¹	Approved Completion Date	Actual Completion Date	Cost Code ²
1234-12	Replace culvert on Town Street	1	12/12/2012		1
Tasks/Accomplishments From Work Schedule <small>If more room is needed please attach another sheet to this document</small>		Task Start Date	Task Duration (In Months)	Estimated Task End Date	Percent Complete
Engineering and Design		8/1/11	5	1/1/12	100%
Construction Bidding		1/1/12	2	3/1/12	100%
Permits		3/1/12	1	4/1/12	95%
Site Prep and Mobilization		4/1/12	.5	4/15/12	0%
Construction (culvert install)		4/15/12	3	8/15/12	0%
Grading and restoration		8/15/12	1	9/15/12	0%
Punch List and close out		9/15/12	2	11/15/12	0%
				Total Percentage of Project Complete	
				53%	

*WE HAVE EXPENDED FUNDS DURING THIS FISCAL YEAR, THAT MEET OR EXCEED THE THRESHOLD(S) REQUIRED BY THE SINGLE AUDIT ACT OF 1996 AND WILL CONDUCT ALL REQUIRED AUDITS. Yes No

¹Status Code: 1. On Schedule; 2. Suspended; 3. Delayed; 4. Cancelled; 5. Completed
²Cost Code: 1. Cost Unchanged; 2. Cost Overrun; 3. Cost Underrun

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 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 | <input checked="" type="checkbox"/> |
| 4. Request for change in Scope? | Yes | No | <input checked="" type="checkbox"/> |
| 5. Request for extension of performance period? | Yes | No | <input checked="" type="checkbox"/> |

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

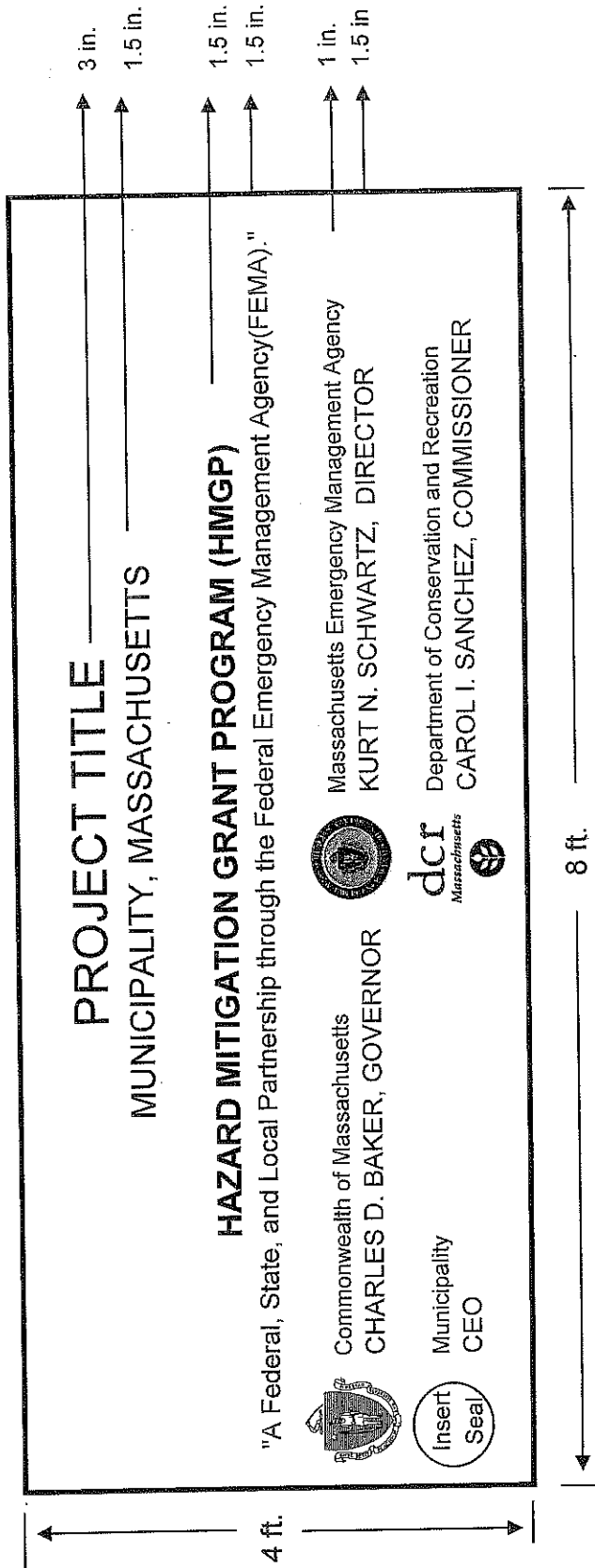
¹Status Code: 1. On Schedule; 2. Suspended; 3. Delayed; 4. Cancelled; 5. Completed

²Cost 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

Declared: March 29, 2010

4-26-10

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.

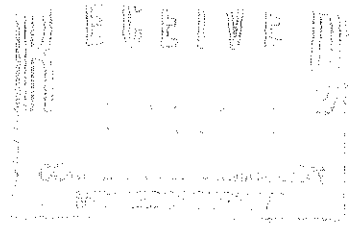
PUBLIC ASSISTANCE (Assistance to State and local governments and certain private nonprofit organizations for emergency work and the repair or replacement of disaster-damaged facilities):

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.



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