

CITY OF METHUEN

PROPOSAL

for

**FOREST LAKE
WATER QUALITY ASSESSMENT
PROJECT**

(FFY 2010 WATER QUALITY MANAGEMENT
PLANNING GRANT - Federal §604(b) Program)



March 19, 2010

MAYOR WILLIAM M. MANZI, III



City of Methuen, Massachusetts

OFFICE OF THE MAYOR

The Searles Building, 41 Pleasant Street, Suite 306

Methuen, Massachusetts 01844

Telephone: 978-983-8505 Fax: 978-983-8973

E-mail: wmmanzi@ci.methuen.ma.us

William M. Manzi, III
Mayor

March 17, 2010

Mr. Gary Gonyea
604(b) RFR Coordinator
MassDEP
Bureau of Resources Protection
Division of Municipal Services
One Winter Street, 6th Floor
Boston, MA 02108

Dear Mr. Gonyea:

The City of Methuen is pleased to submit for your consideration a Request for Response (RFR) for the Federal §604(b) Water Quality Management Planning Program Grant. These funds will be utilized for the purpose of assessing water quality problems that may exist at Forest Lake' located in Methuen, Massachusetts. This project will include, but not limited to, the following:

- **A comprehensive biological survey of the lake's aquatic plant species. This would involve developing a transect map to establish transects in the littoral zone as well as utilizing GPS and other methods of identifying and mapping the vegetation.**
- **A thorough assessment of the effectiveness of the water level drawdown that the City has constructed and as part of instituting the Forest Lake Diagnostic/Feasibility Study that was developed in August 1990.**
- **The review of the recommendations instituted by the Community for the lake, as well as a review of recommended management techniques that the City should consider in the future.**
- **Finally, this grant request will allow the City's consultant to conduct a study that should develop and submit an acceptable quality assurance project plan (QAPP).**

You will find enclosed, one original, seven (7) copies and one CD of the RFR. Should you have any questions, please do not hesitate to contact me at (978) 983-8505 or Patricia L. Antoon, Assistant Director, Community Development Dept. at (978) 983-8566.

Sincerely,

William M. Manzi, III
Mayor, City of Methuen

Enclosures

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I. ADMINISTRATIVE SUMMARY

RESPONDENT: City of Methuen

Address: Searles Building
41 Pleasant Street
Methuen, MA 01844

Telephone: (978) 983-8505
Facsimile: 978-983-8973
Internet: wmmanzi@ci.methuen.ma.us

PROJECT TITLE/BASIN:

Forest Lake Water Quality Assessment Project/Merrimack River Basin

MUNICIPALITIES AND WATERSHED SERVED BY THIS PROJECT:

(Attach required participation letters)

AMOUNT OF FUNDING REQUESTED AND LOCAL MATCH (IF ANY) PROPOSED:

Federal 604 (b) Funds via MassDEP	\$ 42,385.00
Cost Share Proposed	\$ <u>00.00</u> (not required)
Total Project Budget	\$ 42,385.00

PROJECT SUMMARY/OBJECTIVES:

This proposal is being submitted to provide an update of management of water quality issues associated with Forest Lake and it's watershed. To include the following:

- A comprehensive biological survey of the lake's aquatic plant species. This would involve developing a transect map to establish transects in the littoral zone as well as utilizing GPS and other methods of identifying and mapping the vegetation.
- A thorough assessment of the effectiveness of the water level drawdown that the City has constructed and as part of instituting the Forest Lake Diagnostic/Feasibility Study that was developed in August 1990.
- The review of the recommendations instituted by the Community for the lake, as well as a review of recommended management techniques that the City should consider in the future.
- Finally, this grant request will allow the City's consultant to conduct a study that should develop and submit an acceptable quality assurance project plan (QAPP).

PRINCIPAL CONTACT:

Joseph Giarrusso, Conservation Officer
Name & Title
jtgiarrusso@ci.methuen.ma.us
e-mail

(978) 973-8605
Telephone
978-983-1590
Fax

SECONDARY CONTACT:

Patricia L. Antoon, Assistant Director
Name & Title
plantoon@ci.methuen.ma.us
e-mail

(978) 973-8566
Telephone
978-983-8976
Fax

AUTHORIZED SIGNATORY:

x

Signature – William M. Manzi, III

Mayor
Title

3/17/10
Date

II. PROJECT NARRATIVE

A. Concise Statement of the Problem:

In 1990, the City of Methuen implemented the rehabilitation and remediation recommendations in the Diagnostic/Feasibility Study produced by Lycott Environmental, Inc. There has not been a comprehensive study to determine the effectiveness of the implemented rehabilitation and remediation recommendations. There are concerns that the aquatic vegetation (macrophytes) continues to be a problem, which include in waters deeper than the drawdown depth presently managed. It is unclear if the hypolimnetic withdrawal and seasonal water level drawdown have been effective management techniques. There is a need to produce a quality assurance project plan to insure that water quality measures are updated to present day/EPA standards.

Forest Lake is a small, deep lake in the northwest corner of Methuen, Massachusetts, with its watershed running into abutting Dracut, Massachusetts and Pelham, New Hampshire. Forest Lake and its watershed was investigated during 1988 and early 1989 by Lycott Environmental, Inc. with the funding assistance through the Massachusetts Clean Lakes Program. The Final Report was issued on August 10, 1990, consisting of a Diagnostic Phase; a detailed assessment of the physical, chemical and biological aspects of the lake and its watershed, which concluded that Forest Lake suffered from excessive inputs of nutrients derived primarily from poorly functioning septic tanks in the surrounding area. This condition then produced abundant macrophyte growth and deterioration of the overall water quality of Forest Lake.

Additionally there was a Feasibility Phase, which recommended methods of rehabilitation and remediation to be implemented. These recommendations included the construction of sewer around the area immediately surrounding the Lake. This work was begun in 1989 under DEQE file #219-232 and completed in 1996 under DEP file #219-573. In 2009, a municipal sewer system was provided for sections of the watershed located in Dracut, Massachusetts. The recommended reconstruction of the existing dam structure to allow for winter water level drawdown to manage macrophytes in shallow water and to remedy internal loading of nutrients from anoxic sediments was permitted under DEQE file #219-275, with completion of the drawdown structure in 1991. The management techniques of hypolimnetic withdrawal and water level drawdown were considered a simple and cost effective method for addressing these issues.

In addition, roadway drainage improvements (installation of BMP's) were done on Bumpy Lane and Palanga Street as part of a Small Lakes and Ponds grant in 1994 to address concerns of Stormwater runoff into the Lake and watershed.

Forest Lake is an important recreational resource for the City of Methuen, Massachusetts, used by fisherman throughout the year, with stocking of trout and salmon by the Division of Fisheries and Wildlife. In the summer months, Forest Lake receives heavy use by swimmers and boaters. There are two (2) boat ramps allowing for public access to the lake as well as a Town Beach. In the early 1900's Forest Lake was surrounded by summer cottages that were converted into year round residences beginning in the 1960's to the present. There is also the Forest Lake Association made up of Lake and Methuen residents. All of these groups surrounding and enjoying the Lake are stakeholders in the water quality of Forest Lake. The proposed project will provide the tools to manage the water quality of Forest Lake and ensure continued enjoyment for those who use its waters.

The results of the proposed study/sampling program would quantify the strides that the community has taken in the implementation of many of the recommendations that were made in the D/F study. It will also allow for present day issues to be identified so that updated rehabilitation and remediation can be implemented. The waters from Forest Lake flow into Harris Brook that is a tributary to the Spicket River which is a tributary to the Merrimack River. Thereby, improved water quality to Forest Lake benefits the Merrimack River Watershed.

B. Approach to the Problem:

The project will consist of five (5) tasks with the overall goal to produce an updated management plan to assist in the protection of Forest Lake and its watersheds. The project will allow for education of residents and members of the Forest Lake Association and

- This grant request will allow the City's consultant to conduct a study that should develop and submit an acceptable quality assurance project plan (QAPP). The QAPP will be used by all parties involved in the monitoring project as a road map to collecting valid monitoring data. Responsibility for conducting field monitoring, laboratory and data analysis in compliance with the QAPP rests with the respective project managers for sampling, laboratory and data analysis (Note: this responsibility extends to any contracted field monitoring, lab or data analysis vendor).
- Update the sampling locations sampled during Lycott's previous D/F study involving monitoring wells, stormwater, tributaries, and in-take sampling for water quality for sampling for the same parameters in the D/F study and with the same frequencies (which same be not less than one sample per month). (see attached Figures 6, 9, 13 & 14).
- Conduct a comprehensive biological survey of the lake's aquatic plant species. This would involve developing a transect map to establish transects in the littoral zone as well as utilizing GPS and other methods of identifying and mapping the vegetation. Utilizing the data collected in Lycott's previous D/F study area of increased growth could be identified. (see attached Figures 18 & 19).
- Conduct a thorough assessment of the effectiveness of the water level drawdown that the City has instituted since Lycott's D/F study and the recommendation, which involved the reconstruction of the City's outlet structure.
- Conduct a review of the recommendations instituted by the community for the lake, as well as a review of any recommended management techniques that the City should consider in the future for the management of Forest Lake and watershed. This final report will be shared with the Florest Lake Association, Merrimack River Watershed Council and Merrimack Valley Planning Commission to allow for partnerships within the watershed.

III. SCOPE OF SERVICES

OBJECTIVE/TASK #1: The City's consultant to conduct a study that should develop and submit an acceptable quality assurance project plan (QAPP). The QAPP will be used by all parties involved in the monitoring project as a road map to collecting valid monitoring data. Responsibility for conducting field monitoring, laboratory and data analysis in compliance with the QAPP rests with the respective project managers for sampling, laboratory and data analysis (Note: this responsibility extends to any contracted field monitoring, lab or data analysis vendor).

DELIVERABLES: A) EPA Reports **COST:** \$ 5,500.00

OBJECTIVE/TASK #2: A comprehensive water quality study using all of the same sampling location would be updated with regard to the water quality by sampling them for the same parameters and with the same frequencies that was done during the D/F Study.

DELIVERABLES: A) Quarterly Reports **COST:** \$ 19,100.00
B) Final Draft Report and Final Report

OBJECTIVE/TASK #3: A comprehensive biological survey of the lake's aquatic plant species. This would involve developing a transect map to establish transects in the littoral zone as well as utilizing GPS and other methods of identifying and mapping the vegetation.

DELIVERABLES: A) Final Draft Report and Final Report **COST:** \$ 2,500.00

OBJECTIVE/TASK #4: A thorough assessment of the effectiveness of the water level drawdown that the City has constructed and as part of instituting the Forest Lake Diagnostic/Feasibility Study.

DELIVERABLES: A) Quarterly Reports **COST:** \$ 8,500.00
B) Final Draft Report and Final Report

OBJECTIVE/TASK #5: The review of the recommendations instituted by the Community for the lake, as well as a review of recommended management techniques that the City should consider in the future.

DELIVERABLES: A) Final Draft Report and Final Report **COST:** \$ 4,900.00

IV. PROJECT BUDGET

Expense Items	604 (b) Amount	Cost Share (not required)	Total Amount
Respondent's Salary - By Title and salary range			
Subcontractual Services: Survey/Assessment Consultant (\$1,860.00/MBE; \$6,412.00/WBE)	\$ 40,000.00		
Equipment			
Supplies (including printing, mailing)	\$ 500.00		
Travel (for mileage only @ 0.40 cents/mile)	\$ 300.00		
Other – Advertising (Legal Notices)	\$ 1,585.00		
Total Amounts:	\$ 42,385.00	\$	\$

OVERHEAD RATE (%) **5.6%**
 TOTAL REQUEST FOR GRANT: \$ 42,385.00 604 (b) Funds
 TOTAL COST SHARE: \$ _____ (Not Required)
 TOTAL BUDGET AMOUNT: **\$ 42,385.00**

V. PROJECT MILESTONE SCHEDULE

TASK	MONTH																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
RFP's Prepared & Advertised	X	X																						
RFP's Reviewed & Contract Awarded		X	X																					
Task #1 - Acceptable quality assurance project plan (QAPP)			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							
Task #2 - Comprehensive water quality study			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							
Task #3 - Comprehensive biological survey of the lake's aquatic plant species			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							
Task #4 - Assessment of the effectiveness of the water level drawdown					X	X	X	X	X	X	X	X	X	X	X	X	X							
Task #5 - Final Report and Management Plan																		X	X	X				

VI. STATEMENT OF QUALIFICATIONS

The City of Methuen has the expertise and qualifications to work with and manage this FFY 2010 Water Quality Management planning Grant, as evidenced by the attached resumes.

- The Conservation Officer, Joseph Giarrusso, has over 20 years of knowledge and experience in the administration, compliance and enforcement of the Wetlands Protection Act and City wetlands ordinances and other laws and regulations relating to all aspects of the conservation field, with 17 years working for the City of Methuen. In 1990, Mr. Giarrusso was involved with the implementation of the rehabilitation and remediation recommendations in the Diagnostic/Feasibility Study that was produced by Lycott Environmental, Inc., in 1989. He is very knowledgeable in the use of GIS mapping, ARC Info (Map generating software), and FEMA flood maps. Mr. Giarrusso will work closely with the subcontractor in adhering to the timeline established for the program.
- The Assistant Director, Patricia L. Antoon, has over 20 years of experience, when she began in 1990 as a part-time clerk contracted under the CDBG program and is now responsible for applying for and overall management of CDBG & HOME Grants and other CDBG related and non-CDBG grants. She has assisted with the preparation of documents relating to the procurement and subsequent award of contracts. She also has extensive knowledge of the HUD Intelligrant System and various other reporting systems. Ms. Antoon will work closely with the conservation officer and the subcontractor in obtaining and submitting the required reports/documents in a timely manner and to achieve the successful completion of the project.
- The Chief of Staff, Matthew A. Kraunelis, has over 4 years experience serving as the city's chief appointed administrative officer. He is responsible for assisting with the oversight and day-to-day operation of the 1,400 employees and the operating budget. He also has over 14 years knowledge and experience in the legal field and is familiar with policies and regulations as they may apply to municipal government. Mr. Kraunelis will oversee the grant to ensure compliance with established requirements.

RESUME

Joseph T. Giarrusso, Jr.
52 Newport Street, Methuen, Massachusetts 01844
Home - (978) 725-6574 / Work - (978) 983-8650

EXPERIENCE:

1993 to **City of Methuen, Conservation /Environmental Certifying Officer**
Present 90 Hampshire Street, Methuen, Massachusetts

Responsible for the administration, compliance and enforcement of the Wetlands Protection Act and City wetlands ordinance, and other related laws and regulations; i.e. MEPA, Rivers Protection Act, Title V, Chapter 91, FEMA regulations and Federal Clean Water Act. Review and comment on applications filed under these laws as they apply to the Methuen Conservation Commission, Community Development Board and Zoning Board of Appeals. Provide enforcement for State and Local Fish and Game regulations. Experienced in the use of GIS mapping, ARC Info (Map generating software), and FEMA flood maps. Responsible for environmental education outreach program working with local schools and Boy and Girl Scouts of America and for wildlife management programs associated with a wide range of wildlife species including but not limited to beaver and coyote.

As the Environmental Certifying Officer responsibilities involve ensuring projects funded with federal and state grants are in compliance with federal environmental review requirements set forth in 24 CFR §58 and providing the appropriate statutory checklists and assessments.

1989 to **City of Haverhill, Environmental Affairs Specialist/Conservation Agent**
1991 4 Summer Street, Haverhill, Massachusetts

Responsibilities included the administration, compliance and enforcement of the Wetlands Protection Act and regulations, and other related laws; i.e. MEPA, Title V, Chapter 91, FEMA regulations and Federal Clean Water Act. Reviewed applications filed under these laws as they apply to the Haverhill Conservation Commission and the City of Haverhill Planning Board. Involved in the City's oil spill response trailer working as purchasing agent for the Spill Committee. Responsible for an environmental education outreach program working with local schools and Boy Scouts of America.

1986 to **Town of Dennis, Assistant Natural Resource Officer/Deputy Shellfish**
1989 Constable, Post Office Box D, South Dennis, Massachusetts

Performed a variety of environmental, ecological, educational, scientific, maintenance and law enforcement duties to manage and protect the Town conservation, shellfish areas and waterways, and to enforce local, state and federal laws relating to these areas of concern. In charge of Shellfish Department's aquaculture program dealing with the production of hard shell clams (*Meretrix mercenaria* var. *notata*) and common oyster (*Crassostrea* sp.). Involved in oil spill response, marine mammal programs and water quality sampling programs.

1987 to **Town of Brewster, Patrolman (part-time), Brewster Police Department**
1989 Brewster, Massachusetts

1982 to **Aquacultural Research Corp., Field Researcher and Diver, Chapin Road**
1983 Dennis, Massachusetts

Worked as a field biologist and diver, working with the cultivation of *Meretrix mercenaria* var. *notata*, with the spawning and development in the lab and field. Collected data for N.O.A.A. on optimal growth sites for *Pecten irradians* in Cape Cod, Massachusetts.

Spring of 1982 spent doing research on the cultivation and optimal laboratory growth conditions for *Pterocladia pinnata* of the Rhodophyceae, using the Gilson Differential Respirometer.

ADDITIONAL EXPERIENCE:

Certified SCUBA diver (NASDS) with over 20 years experience diving in marine and freshwater habitats of New England and Florida. Familiar with marine and freshwater sampling methods.

EDUCATION:

BS in Environmental Biology, Plymouth State College of the University System of New Hampshire,
1982

Shoal Marine Laboratory, Summer of 1980

National Outdoor Leadership School, Fall of 1983

Barnstable County Police Academy, Spring of 1987

PROFESSIONAL CLUBS/AWARDS:

New England Botanical Club

Society of Wetland Scientists

Massachusetts Society of Municipal Conservation Professionals

Massachusetts Association of Conservation Commissions

1995 received MACC Environmental Service Award for Local Conservation Leadership

REFERENCES FURNISHED UPON REQUEST

RESUME FOR
Patricia L. Antoon
14 Bearse Avenue
Methuen, MA 01844

EXPERIENCE:

11/07 to **Assistant Director/Loan Servicer:** City of Methuen, Community Development
Present Department, 41 Pleasant Street, Methuen, MA 01844

Responsible for applying for and managing all CDBG Grants. Oversees the Program Coordinator and the Rehab. Specialist; maintains the entire loan portfolio records utilizing LoanLedger for the CDBG & HOME Programs; overall management of the CDBG program, including compliance, monitoring, reporting, and leveraging resources. Assists in the preparation of documents relating to the procurement and subsequent award of consultants and commercial construction contracts. Assist with applying for and managing non-CDBG Federal and State funded grants. Experience in the operation of the HUD Intelligrant System and various other reporting systems. Provide assistance in the day-to-day operation of the Community Development Department. Proficient in Microsoft Word, Excel, Loan Ledger, and Intelligrant System. Knowledgeable of office equipment, fax, copier, printers, scanner, etc.

5/90 to **Assistant Program Coordinator/Loan Servicer:** City of Methuen, Housing Rehabilitation
11/07 Program, 41 Pleasant Street, Methuen, MA 01844

Assist with the operation of, but not limited to, the Housing Rehabilitation Program, First Time Homebuyer Program, the Community Development Block Grant Program and HOME Program; preparing Loan Documents and managing loans utilizing LoanLedger; develop work write-ups; prepare bid documents for both housing rehab and commercial construction; preparation of CDBG Grants; experience with the HUD Intelligrant System; dealing with the public and trades people; prepare HUD required quarterly reports; Davis-Bacon Wage monitoring. Other duties entail assisting the Community Development staff when and wherever needed. Proficient in Microsoft Word, Excel, Loan Ledger, and Intelligrant System. Knowledgeable of office equipment, fax, copier, printers, scanner, etc.

1/87 to **Administrative Assistant:** Sterling Hospitality Corp., 87 Indian Rock Rd, Windham, NH 03087
4/90

Responsible for all duties required of the President, Vice President, and Director of Operations relative to the management of Full Service and Limited Service Hotels/Inns throughout New England. Duties entailed complete running of the office; inputting of financial statements for various properties, as well as required weekly reports pertaining to the daily operation of a property; handling limited aspects of purchasing (i.e., obtaining quotes, placing orders, doing follow ups); assisted in producing billing invoices; and, other office related duties. Experienced in Lotus 123 and Multi-Mate Advantage II Word Processing. Training individuals on these programs and how to operate computers. Required no supervision.

9/83 to **Procurement Reports Coordinator:** Avco Systems Textron, 201 Lowell Street, Wilmington,
12/86 MA 01887/Tewksbury, MA 01876

Responsible for generating and submitting specific Government and Management statistical reports for the Procurement function within the Materials Directorate. Major duties entailed the compliance with Public Law 95-507; i.e., developing Small and Small Disadvantaged Business Subcontracting Plans and goals for activity performance; and, reporting all performances against these goals. Provide complete documentation for detailed audits to the Air Force and the Small Business Administration. Also, processing various unique reports for Management to support proposals, statistics, and logging/tracking of documentation. Requires very little, if none, supervision with duties.

9/79 to **EDP Terminal Operator A:** Avco Systems Division, 201 Lowell Street, Wilmington, MA 01887
9/83

Responsible for the input of data to generate contract documentation and update transactions. Interact with Receiving, Accounting, Proposal Pricing to supply necessary reporting functions. Other responsibilities involved the supervision of the Section during absence of supervision

3/78 to **CRT Operator:** Arlington Trust Co., Rte 28, Methuen, MA 01844
9/79

Responsible for the accurate input/output of interoffice privileged information between all Arlington Trust Banks, relating to personal, industrial/commercial accounts. Added responsibility of assisting the Supervisor, when necessary, in overseeing other operators.

OTHER EXPERIENCE:

9/77-2/78 Assistant to the Manager: Town Superette, Windham, NH
7/75-6/77 Head Waitress/Short Order Cook: Windham Towne Deli, Windham, NH

EDUCATION:

1975-1977 Castle Junior College, Windham, NH
Associates Degree in Business Science
Recipient of the St. Matthew's Women's Guild Scholarship

1971-1975 Pinkerton Academy, Derry, NH
Graduate – Academic

REFERENCES: Available upon request.

**MATTHEW A. KRAUNELIS
ATTORNEY AT LAW**

141 Bay State Road, Methuen, Massachusetts 01844
(978) 688-0582

**PROFESSIONAL &
LEGAL EXPERIENCE**

January 2006 to Present **CITY OF METHUEN, MASSACHUSETTS**
Chief of Staff To The Mayor

Serves as the city's chief appointed administrative officer, assisting with the oversight and day-to-day operations of a municipal government with over 1,400 employees and an annual operating budget of approximately \$130 million. Exercises management control over a variety of projects and activities through ongoing supervision of city department heads and key financial, legal, public safety, planning and operations personnel. Acts as the mayor's general counsel, providing him with legal advice on all aspects of municipal government. Serves as a liaison between the mayor's office and the media, local, state and federal officials, municipal employees and the public. Provides communications support including speechwriting, press release and policy drafting. Serves as hearing officer in civil service and union grievance matters. Represents the mayor and the city at events and meetings on a regular basis.

January 2001 to January 2006 **EXECUTIVE OFFICE OF HEALTH & HUMAN SERVICES
DEPARTMENT OF MENTAL HEALTH, TEWKSBURY HOSPITAL**
Assistant General Counsel

Concentration in the fields of mental health, health and hospital law including civil commitment hearings and appeals; Rogers guardianships; forensic issues; tort litigation; eligibility appeals; children & adolescent mental health matters; HIPAA privacy & medical records issues; medical staff & peer review issues. Conducted trainings on legal issues for physicians and other health care professionals. Drafted regulation and policy. Represented the Commonwealth in Probate, District, Housing, Juvenile and Superior Courts, and in Administrative Hearings. Assisted the Attorney General's Office on Appeals Court cases.

November 1998 to January 2001 (F/T) **KRAUNELIS LAW OFFICE, Methuen & North Andover, MA**
2001-Present (P/T) Attorney, Owner

Concentration in the fields of mental health, health & hospital law; probate & elder law; estate planning; personal injury law, municipal law and government relations. General civil matters in Massachusetts and New Hampshire.

April 1996 to November 1998 **McCABE & ASSOCIATES P.C., Andover, Massachusetts**
Managing Attorney

General practice of law including: health & hospital law; elder & disability law; personal injury litigation; estate planning & administration; civil commitment and Rogers hearings; non-profit and corporate law; CPCS certified in mental health litigation; general practice in Massachusetts & New Hampshire courts. Managed associate attorneys and legal support staff.

**July 1995 to
April 1996**

METROPOLITAN PROPERTY & CASUALTY, Tewksbury, MA
Injury Claims Associate

Responsible for investigating, negotiating and settling property and bodily injury claims dealing with automobile and homeowner policies. Represented the company at surcharge hearings and in small claims court; New Hampshire claims license.

**December 1994 to
July 1995** **Free-lance lawyer/coverage for Merrimack Valley area attorneys including:**

Representing petitioner in District Court civil commitments; personal injury cases, real estate matters and research and drafting assistance.

**September 1993 to
May 1994**

OFFICE OF THE MIDDLESEX COUNTY DISTRICT ATTORNEY
District Attorney Thomas F. Reilly
Lowell District Court, Lowell, Massachusetts
Prosecutors Clinical Program - Rule 3.03 Certified

Participation in courtroom criminal procedure, including plea bargaining, taking admissions, arguing motions and assisting during trials.

EDUCATION

SUFFOLK UNIVERSITY LAW SCHOOL, Boston, Massachusetts
Juris Doctor, 1994

MERRIMACK COLLEGE, North Andover, Massachusetts
B.A./English, 1991 Minor: Political Science

BAR ADMISSIONS: Massachusetts, December 1994; MA Federal District, March 1995;
New Hampshire, October 1995; NH Federal District, October 1995.

PUBLIC SERVICE

Methuen City Councilor, Three terms (2000-2005)
Member, Charter Review Committee
Member, City Solicitor Search Committee
Methuen Chapter 40B Audit Commission, Member

**PROFESSIONAL
AFFILIATIONS**

American Health Lawyers Association, 1997-2005; Lawrence Bar Association;
New Hampshire Bar Association.

**COMMUNITY
ACTIVITIES**

Holy Family Hospital Men's Guild
Methuen Historical Society
Friends Of The Nevins Memorial Library
Methuen Democratic Committee, Vice Chairman
Grey Court Poets, Founding Member
CLASS, Inc. Board of Directors, Clerk, 2000-2005
The Robert Frost Foundation, Co-Founder, Vice Chairman,. 1997-2005
Methuen Exchange Club, 1999-2002



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: _____


(signature)

Print Name: **WILLIAM M. MANZI, III**

Title: **MAYOR**

(Check One); **XX** Organization _____ Individual

Full Legal Organization or Individual Name: **CITY OF METHUEN**

Doing Business As: Name (If Different):

Tax Identification Number: **0_4_-6_0_0_1_2_2_0_**

Address: **41 PLEASANT STREET, METHUEN, MA 01844**

Telephone: **(978) 983-8505**

FAX: **978-983-8973**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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): William M. Manzi, III

Title: Mayor

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, Christine R Toema-Conway (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:

March 15, 20 10.

AFFIX CORPORATE SEAL

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
William M. Manzi, III	Mayor
Matthew Kraunelis	Chief of Staff

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



Signature

Date: 3/15/10

Title: Mayor

Telephone: (978) 983-8505

Fax: 978-983-8973

Email: wmmanzi@ci.methuen.ma.us

[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.



City of Methuen, Massachusetts

OFFICE OF THE MAYOR

The Searles Building, 41 Pleasant Street, Suite 306

Methuen, Massachusetts 01844

Telephone: 978-983-8505 Fax: 978-983-8973

E-mail: wmanzi@ci.methuen.ma.us

William M. Manzi, III
Mayor

EEO/AA POLICY STATEMENT

The **City of Methuen** has a statutory mandate under law to guarantee equal treatment for all who seek access to its services or opportunities for employment and advancement. No discrimination will be tolerated on the basis of race, creed, political affiliation, color, sex, national origin, age, or handicap. The ultimate goal is for personnel of this organization to reflect the proportions of minority, female, and handicapped persons in the populations they serve.

The **City of Methuen** will meet its legal, moral, social, and economic responsibilities for Equal Employment Opportunity/Affirmative Action as authorized and required by all pertinent state and federal legislation, executive orders and rules and regulations, including the following:

1. Title VII of the Civil Rights Act of 1964 (42 USC s2000e et seq.), which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; and
2. The Age Discrimination in Employment Act of 1967 (29 USC s621 et seq.), which prohibits discrimination in employment on the basis of age with regard to those individuals who are at least 40 years of age, but less than 65 years of age; and
3. Section 504 of the Rehabilitation Act of 1973 (29 USC s794), and the regulations promulgated pursuant thereto (45 CFR Part 84), which prohibit discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applications and employees; and
4. M.G.L. c. 151 s4 (1), as amended by Chapter 533, 1983, which prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, ancestry, age or handicap,

In addition, the Provider agrees to be familiar with and abide by:

- Massachusetts Executive Order 143
- Massachusetts Executive Order 227
- Massachusetts Executive Order 390
- Equal Pay Act of 1963
- Massachusetts Executive Order 74 amended by Executive Order 116
- Massachusetts Architectural Barriers Board Act
- Federal Executive Orders 11246 and 11375 as amended.

All employees, unions, sub contractors and vendors must make genuine and consistent efforts:

1. To ensure equal employment opportunities for present and future employees, and
2. To implement affirmative action, as legally required, to remedy the effects of past employment discrimination and social inequalities.

The City of Methuen is an Equal Opportunity/Affirmative Action Employer in its Programs and Activities

EEO/AA POLICY STATEMENT

Page 2

3/17/10

The responsibility for implementing and monitoring this policy has been delegated to:

Name and Title of Employee MATTHEW KRAUNELIS, CHIEF OF STAFF

Furthermore, the **City of Methuen** prohibits that any employee, or applicant, be subjected to coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under this program. No portion of this Equal Employment Opportunity/Affirmative Action Policy shall be construed as conflicting with any existing or future judicial or legislative mandate where a constriction consistent with that mandate is reasonable.

x 
Signature of Chief Executive

3/11/10
Date

Mayor
Title of Chief Executive

The City of Methuen is an Equal Opportunity/ Affirmative Action Employer in its Programs and Activities



City of Methuen, Massachusetts

OFFICE OF THE MAYOR

The Searles Building, 41 Pleasant Street, Suite 306

Methuen, Massachusetts 01844

Telephone: 978-983-8505 Fax: 978-983-8973

E-mail: wmmanzi@ci.methuen.ma.us

William M. Manzi, III
Mayor

March 11, 2010

Commonwealth of Massachusetts
Department of Environmental Protection
Bureau of Resource Protection
One Winter Street, 6th Floor
Boston, MA 02108

RE: ACKNOWLEDGEMENT OF M/WBE UTILIZATION REQUIREMENTS

To Whom It May Concern:

The letter acknowledges that the City of Methuen will comply with the M/WBE utilization requirements, including ensuring compliance with the Vendor Information Form requirements, during the implementation of the project.

The Mayor's office will be responsible for implementation of the Federal §604b Water Quality Management Planning Program Grant. Myself, along with Chief of Staff, Matthew Kraunelis, shall serve as the primary contact. Under the direction of my office, additional contacts may include: Ann Guastaferrro, City Treasurer, and Patricia L. Antoon, Assistant Director, Community Development.

Should you need anything additional please feel free to contact my office at (978) 985-8505. Thank you in advance.

Sincerely,

William M. Manzi, III
Mayor

CC: File

The City of Methuen is an Equal Opportunity / Affirmative Action Employer in its Programs and Activities

VENDOR IS UNKNOWN AT THIS TIME. Upon award of the Federal §604(b) Water Quality Management Planning Program Grant, the City of Methuen will proceed with the process of soliciting a consultant. At which time a completed form will be provided and submitted.

Commonwealth of Massachusetts			
Vendor Information Form			
Awarding Authority: City of Methuen			
Contract Name:		Contract Project Number:	
Street Address 1			
Street Address 2			
City:		State:	Zip Code:
Telephone Number:		Fax Number:	E-mail Address:
() -		() -	
WWW Address:		Dunn & Brad Street Number:	Federal Employer Identification Number
County:		Contact Person:	
Question 92: What geographic area does your firm service? <input type="checkbox"/> Metropolitan Boston <input type="checkbox"/> Massachusetts (Entire State) <input type="checkbox"/> Vermont <input type="checkbox"/> Southeastern Mass <input type="checkbox"/> Rhode Island <input type="checkbox"/> New Jersey <input type="checkbox"/> Western Mass <input type="checkbox"/> New Hampshire <input type="checkbox"/> New York <input type="checkbox"/> North of Boston <input type="checkbox"/> Connecticut <input type="checkbox"/> Connecticut			
Primary SIC Code		Secondary SIC Code	
Date company was founded			
Question 93: Gross Annual Sales <input type="checkbox"/> \$0 - \$49,999 <input type="checkbox"/> \$500,000 - \$999,999 <input type="checkbox"/> \$5,000,000 - \$10,000,000 <input type="checkbox"/> \$50,000 - \$99,999 <input type="checkbox"/> \$1,000,000 - \$2,499,999 <input type="checkbox"/> Over \$10,000,000 <input type="checkbox"/> \$100,000 - \$ \$499,999 <input type="checkbox"/> \$2,500,000 - \$4,999,999			
Number of Employees <input type="checkbox"/> 1- 10 employees <input type="checkbox"/> 20 – 30 employees <input type="checkbox"/> OVER 50 employees <input type="checkbox"/> 10 – 20 employees <input type="checkbox"/> 30 – 50 employees			
Bonding Capacity <input type="checkbox"/> \$0 - \$49,999 <input type="checkbox"/> \$500,000 - \$999,999 <input type="checkbox"/> \$5,000,000 - \$10,000,000 <input type="checkbox"/> \$50,000 - \$99,999 <input type="checkbox"/> \$1,000,000 - \$2,499,999 <input type="checkbox"/> Over \$10,000,000 <input type="checkbox"/> \$100,000 - \$ \$499,999 <input type="checkbox"/> \$2,500,000 - \$4,999,999			
Business Structure			
<input type="checkbox"/> Profit	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> C Corporation	<input type="checkbox"/> Joint Ventures	
	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> LLC	
Are you a minority-owned firm?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a women-owned firm?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you certified by the State Office of Minority and Women Business Assistance (SOMWBA)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you are SOMWBA certified are you certified as an? <input type="checkbox"/> MBE		<input type="checkbox"/> WBE	<input type="checkbox"/> DBE
Are you certified by Division of Capital Assets Management and Maintenance formerly know as DCPO?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you pre-qualified with the Massachusetts Highway Department?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

***Commonwealth of Massachusetts
Vendor Information Form – Page 2***

Largest State Contract:

- | | | |
|--|--|---|
| <input type="checkbox"/> \$0 - \$49,999 | <input type="checkbox"/> \$500,000 - \$999,999 | <input type="checkbox"/> \$5,000,000 - \$10,000,000 |
| <input type="checkbox"/> \$50,000 - \$99,999 | <input type="checkbox"/> \$1,000,000 - \$2,499,999 | <input type="checkbox"/> Over \$10,000,000 |
| <input type="checkbox"/> \$100,000 - \$499,999 | <input type="checkbox"/> \$2,500,000 - \$4,999,999 | |

Contracting Agency for Largest State Contract:

Company Comments: (Include a brief description of the goods and/or services your company provides.)

Name of President or CEO

Date:

Telephone Number:

Name of Individual Completing the Form

Date:

Telephone Number:



THE GENERAL COURT OF MASSACHUSETTS
STATE HOUSE, BOSTON 02133-1053

March 11, 2010

Tina Brooks, Undersecretary
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

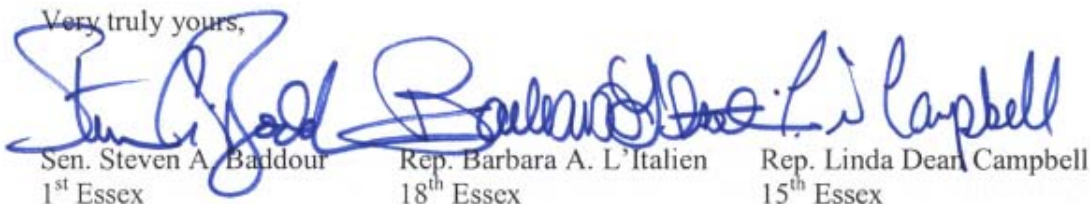
Dear Undersecretary Brooks:

Please accept this letter offering our support and endorsement of Methuen's Request for Response (RFR) proposal for consideration of a FY2010 Federal §604(b) Water Quality Management Planning Grant for Forest Lake. The proposed project will consist of:

- A comprehensive biological survey of the lake's aquatic plant species. This would involve developing a transect map to establish transects in the littoral zone as well as utilizing GPS and other methods of identifying and mapping the vegetation.
- A thorough assessment of the effectiveness of the water level drawdown that the City has constructed and as part of instituting the Forest Lake Diagnostic/Feasibility Study that was developed in August 1990.
- The review of the recommendations instituted by the Community for the lake, as well as a review of recommended management techniques that the City should consider in the future.
- Allow the City's consultant to conduct a study that should develop and submit an acceptable quality assurance project plan (QAPP).

Again, we offer our full support and appreciate your consideration of Methuen for this grant. Should you have any questions or comments, please do not hesitate to contact any of our offices.

Very truly yours,


Sen. Steven A. Baddour Rep. Barbara A. L'Italien Rep. Linda Dean Campbell
1st Essex 18th Essex 15th Essex



Tel (978) 983-8650
Fax (978) 946-1590

METHUEN CONSERVATION COMMISSION

90 Hampshire Street • Methuen, MA 01844

March 16, 2010

William M. Manzi, III
Mayor, City of Methuen
41 Pleasant Street
Methuen, MA 01844

RE: Support for Methuen Forest Lake 604(b) Application

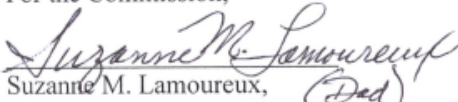
Dear Mayor Manzi:

The Methuen Conservation Commission is pleased to offer their support for the City of Methuen's 604(b) water quality management planning grant application to the Massachusetts Department of Environmental Protection. The DEP Grant funds will be used by the City to assess the chronic water quality problems that continue to degrade the ecological integrity and public's use and enjoyment of this locally and regionally significant water body. Among other things, the proposed assessment project will provide for:

- A comprehensive biological survey of the Lake's aquatic plant communities, including the species identification and mapping;
- A through assessment of the effectiveness of the water level draw down policy and procedures that the City has instituted as a result of the Forest Lake Diagnostic/ Feasibility Study conducted in 1990;
- A through review of the status and effectiveness of other lake management recommendations implemented by the City, as well as a review of additional management techniques the City should consider in the future to improve and sustain lake water quality.

The Methuen Conservation Commission fully endorses this initiative to address issues with Forest Lake in a comprehensive manner and offer their staff to assist in any way possible.

For the Commission,


Suzanne M. Lamoureux,
Chairperson



City of Methuen, Massachusetts

Department of Public Health
The Quinn Building 90 Hampshire Street
Methuen, Massachusetts 01844
Telephone (978) 983-8655 Fax (978) 983-8988

William M. Manzi, III
Mayor

Brian J. LaGrasse
Director of Public Health

March 15, 2010

William M. Manzi, III
41 Pleasant Street
Methuen, MA 01844

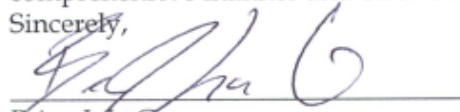
RE: Support for Methuen Forest Lake 604(b) Application

Dear Mayor Manzi:

The Methuen Health Department is pleased to offer our support for the City of Methuen's 604(b) water quality assessment grant application to the Massachusetts Department of Environmental Protection. The DEP grant funds will be used by the City to evaluate the persistent water quality issues that continue to impact the ecological integrity and recreational use and enjoyment of this water body. The Methuen Health Department has performed initial sanitary surveys of the lake and watershed area to determine any point source discharges that could be potentially responsible for numerous public beach closings and high bacteriological counts at the public bathing beach and other sampling locations throughout the lake. We have been unsuccessful in our efforts to determine any specific causes of continuously poor water quality test results and have concluded that a more comprehensive biological and ecological assessment of the lake and watershed needs to be completed. The proposed 604(b) application will allow the City to obtain:

1. A comprehensive biological survey of the Lake's aquatic plant communities, including species identification and mapping;
2. A thorough assessment of the effectiveness of the water level draw down policy and procedures that the City has instituted as a result of the Forest Lake Diagnostic/Feasibility Study conducted in 1990;
3. An extensive review of the status and effectiveness of other lake management recommendations implemented by the City, as well as a review of additional management techniques the City should consider in the future to improve the lakes water quality. The Methuen Health Department fully endorses this initiative to address this issue in a comprehensive manner and offer our staff if needed in any way.

Sincerely,


Brian J. LaGrasse,
Methuen Public Health Director

The City of Methuen is an Equal Opportunity/Affirmative Action Employer in its Programs and Activities



Merrimack River Watershed Council, Inc.

The Voice of the Merrimack

March 15, 2010

Honorable William M. Manzi, III
Mayor, City of Methuen
The Searles Building, Room 306
41 Pleasant Street
Methuen, MA 01844

RE: Regional Support for Methuen Forest Lake 604(b) Application

Dear Mayor Manzi,

The Merrimack River Watershed Council (MRWC) is pleased to offer our support for the City of Methuen's 604(b) water quality management planning grant application to the Massachusetts Department of Environmental Protection (MA DEP). The MA DEP grant funds will be used by the City to assess the chronic water quality problems that continue to degrade the ecological integrity and public's use and enjoyment of this locally and regionally significant water body. Among other things, the proposed assessment project will provide for:

- a comprehensive biological survey of the Lake's aquatic plant communities, including species identification and mapping;
- a thorough assessment of the effectiveness of the water level drawdown policy and procedures that the City has instituted as a result of the Forest Lake Diagnostic/Feasibility Study conducted in 1990;
- a thorough review of the status and effectiveness of other lake management recommendations implemented by the City, as well as a review of additional management techniques the City should consider in the future to improve and sustain lake water quality.

As an organization concerned with water quality in the region and working toward achieving the sustainable, ecological integrity of the Merrimack River and its watershed, of which Forest Lake is a part, MRWC strongly supports the City's initiative to address this longstanding environmental problem in a comprehensive manner. MRWC staff would be pleased to assist with this project and look forward to its successful completion.

Very sincerely,

Christine Tabak
Executive Director
Merrimack River Watershed Council, Inc.



Robert Lavoie
Chairman

Joseph Sullivan
Vice Chairman

Rob Phillips
Secretary

Mathilda Evangelista
Assistant Secretary

Robert Snow
Treasurer

David Powell
Assistant Treasurer

Dennis DiZoglio
Executive Director

**Serving the
communities of:**

Amesbury
Andover
Boxford
Georgetown
Groveland
Haverhill
Lawrence
Merrimack
Methuen
Newbury
Newburyport
North Andover
Rowley
Salisbury
West Newbury

March 15, 2010

Honorable William M. Manzi, III
Mayor, City of Methuen
The Searles Building, Room 306
41 Pleasant Street
Methuen, MA 01844

RE: Regional Support for Methuen Forest Lake 604(b) Application

Dear Mayor Manzi:

The Merrimack Valley Planning Commission (MVPC) is pleased to offer our enthusiastic support for the City of Methuen's 604(b) water quality management planning grant application to the Massachusetts Department of Environmental Protection. The DEP grant funds will be used by the City to assess the chronic water quality problems that continue to degrade the ecological integrity and public's use and enjoyment of this locally and regionally significant water body. Among other things, the proposed assessment project will provide for:

- a comprehensive biological survey of the Lake's aquatic plant communities, including species identification and mapping;
- a thorough assessment of the effectiveness of the water level drawdown policy and procedures that the City has instituted as a result of the Forest Lake Diagnostic/Feasibility Study conducted in 1990;
- a thorough review of the status and effectiveness of other lake management recommendations implemented by the City, as well as a review of additional management techniques the City should consider in the future to improve and sustain lake water quality.

MVPC applauds the City's initiative to address this longstanding environmental problem in a comprehensive manner. Our Environmental and GIS Program staff stand ready to assist on this important project should our professional services be desired. Please do not hesitate to call on us.

Sincerely,

Alan Macintosh
Assistant Director/Environmental Program Manager

160 Main Street
Haverhill, MA 01830
Tel. (978) 374-0519
Fax. (978) 372-4890
www.mvpc.org
info@mvpc.org

Forest Lake Association
C/O Association President
Christopher DiBella
4 Bumpy Lane
Methuen, MA 01844

March 16, 2010

Honorable William M. Manzi, III
Mayor, City of Methuen
The Searles Building, Room 306
41 Pleasant Street
Methuen, MA 01844

RE: Regional Support for Methuen Forest Lake 604(b) Application

Dear Mayor Manzi:

The membership of Forest lake Association, on a voice vote at our February meeting by unanimous agreement approved a resolution to offer our enthusiastic support for the City of Methuen's 604(b) water quality management planning grant application to the Massachusetts Department of Environmental Protection. The DEP grant funds will be used by the City to assess the chronic water quality problems that continue to degrade the ecological integrity and the public's use and enjoyment of this locally and regionally significant water body.

Among other things, the proposed assessment project will provide for:

- a comprehensive biological survey of the Lake's aquatic plant communities, including species identification and mapping;
- a thorough assessment of the effectiveness of the water level drawdown policy and procedures that the City has instituted as a result of the Forest Lake Diagnostic/Feasibility Study conducted in 1990;
- a thorough review of the status and effectiveness of other lake management recommendations implemented by the City, as well as a review of additional management techniques the City should consider in the future to improve and sustain lake water quality.

The Association membership applauds the City's initiative to address this continuing environmental problem in a comprehensive manner. Our Organization is committed to help improve and preserve the quality of water and land in the Forest Lake Region. We stand ready to assist on this important project in any way.

Please do not hesitate to call on us.

Sincerely,

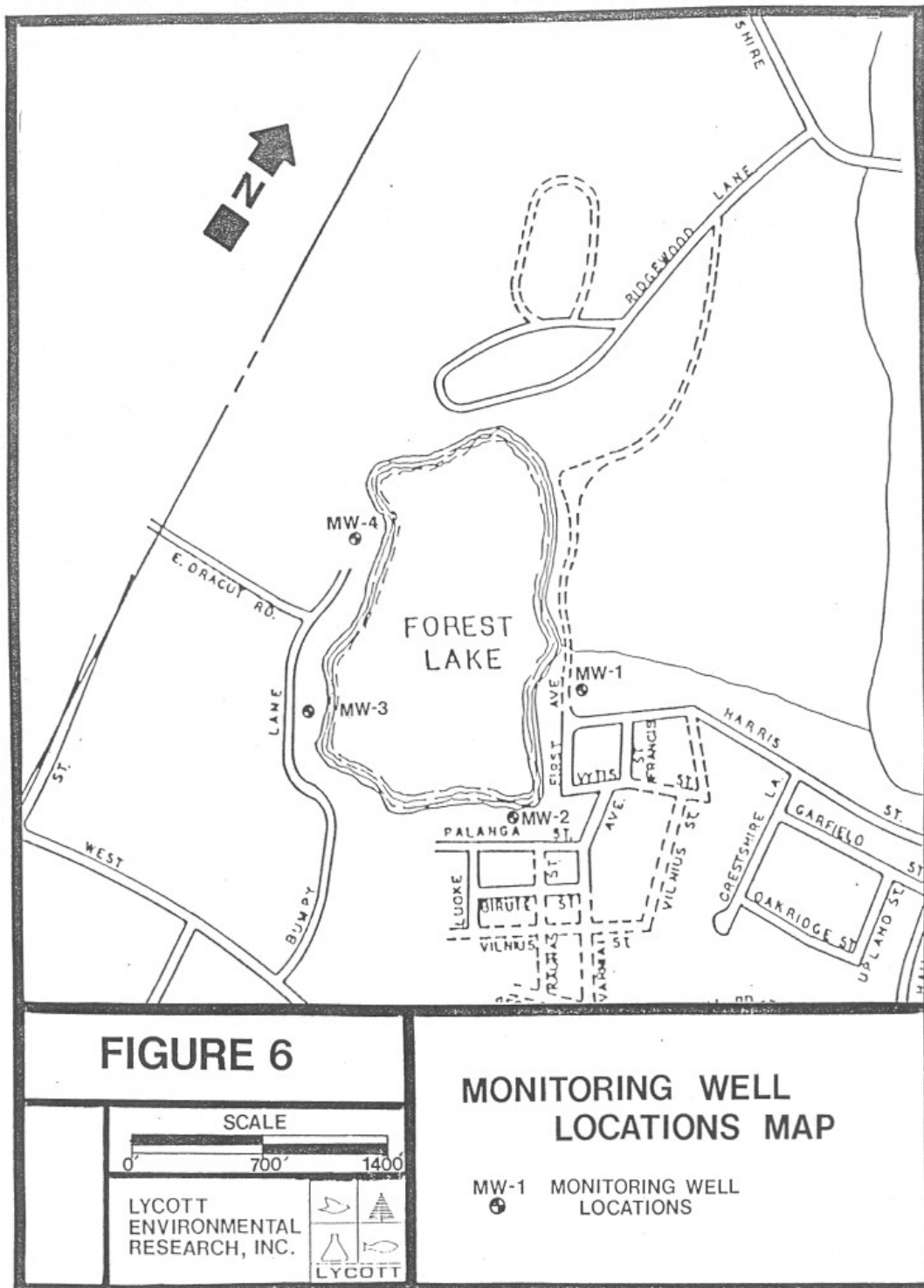
Jack Burke

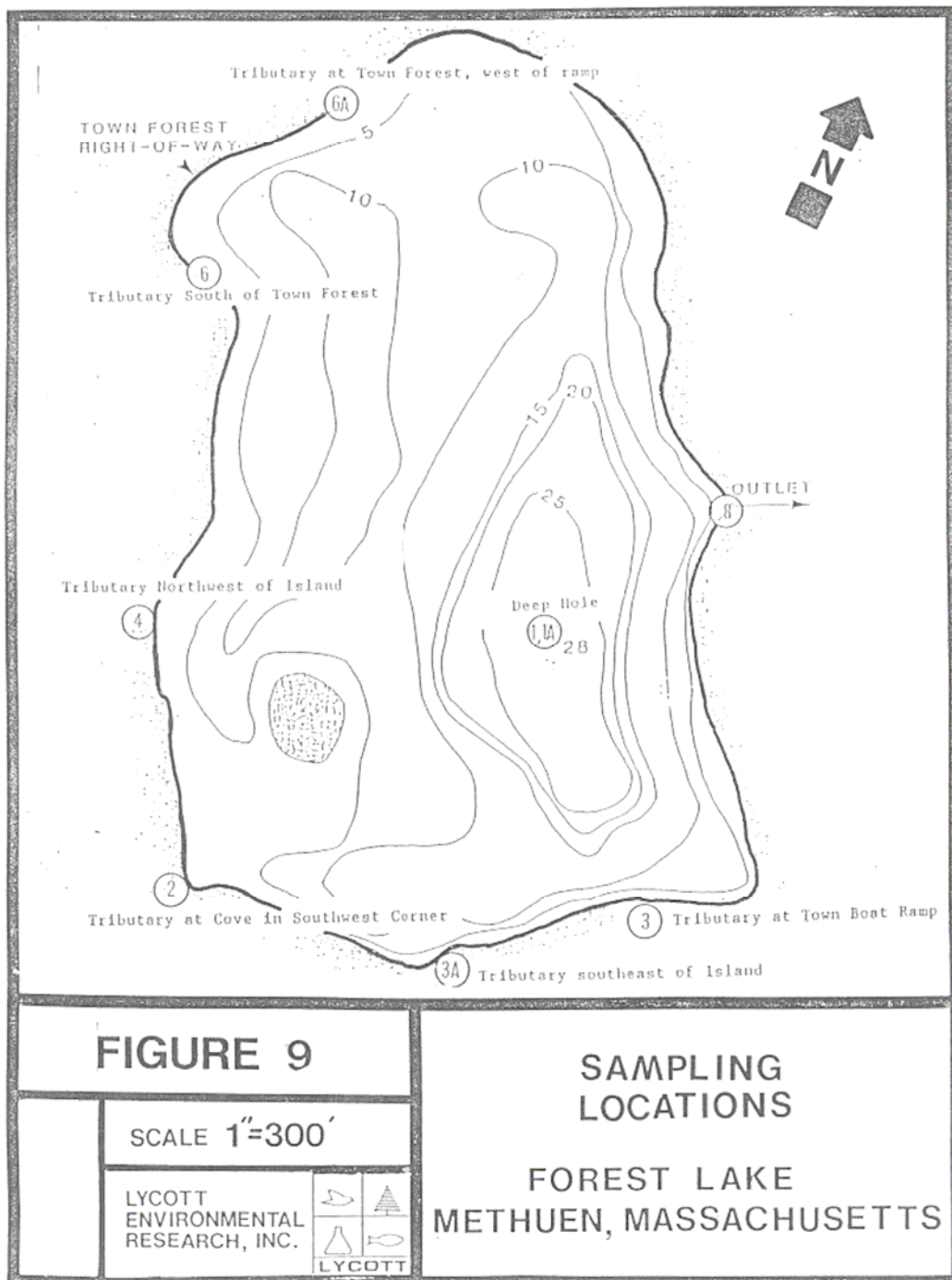
Jack Burke for Christopher DiBella
Webmaster Forest lake Association

Cc:

Patricia Antoon, Assistant Director of Community Development
Joseph Giarrusso, Conservation Officer

ATTACHMENTS – MAPS

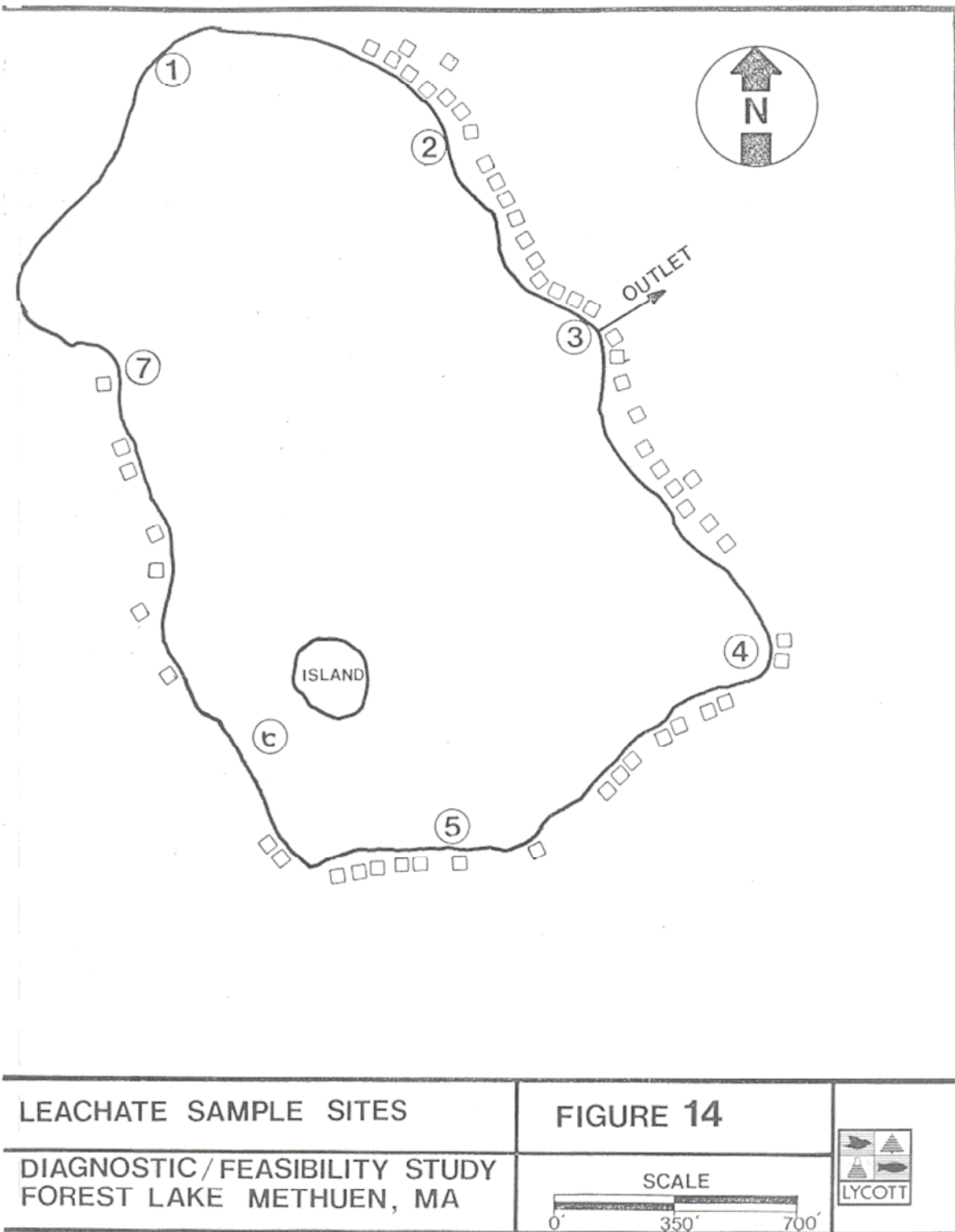


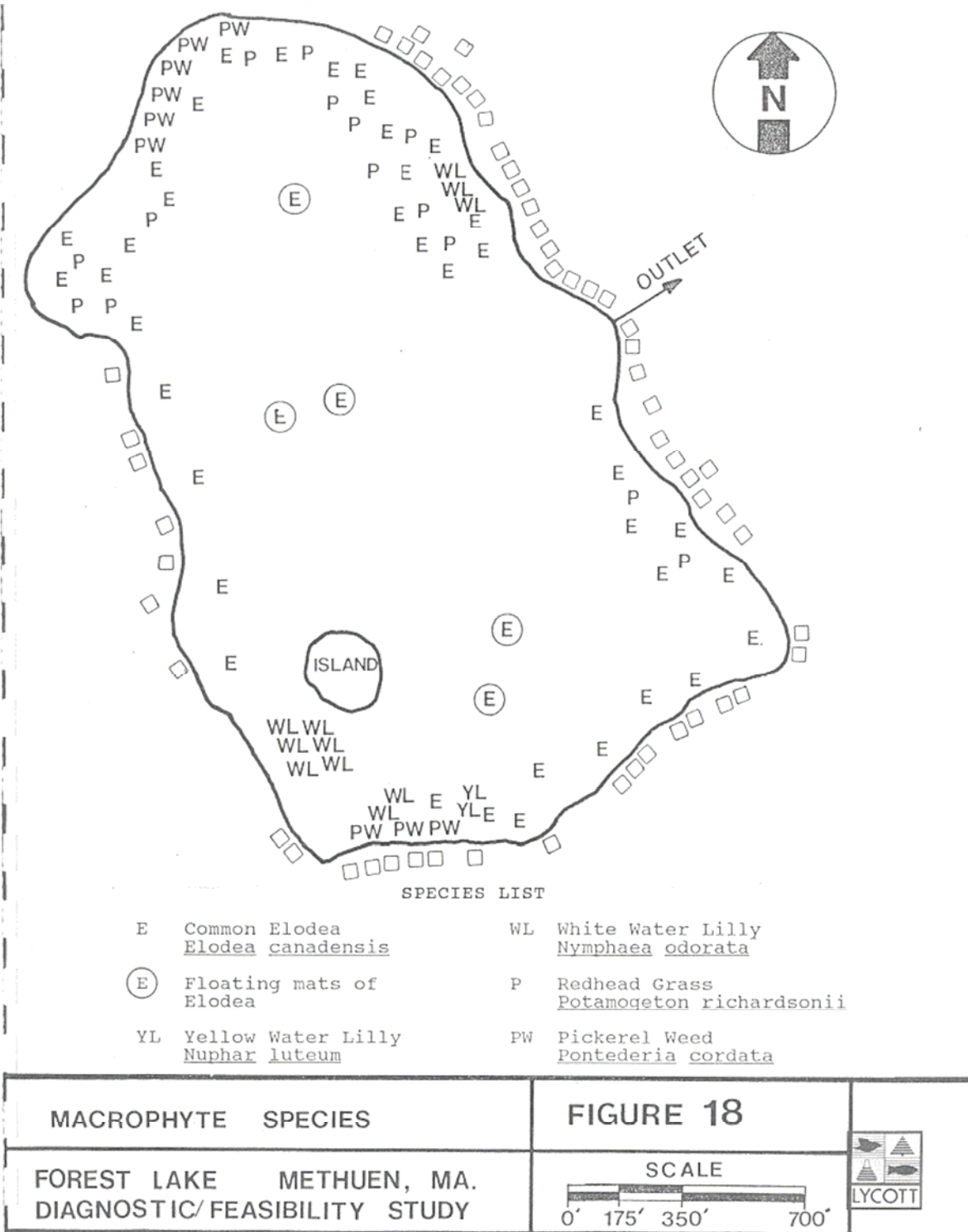


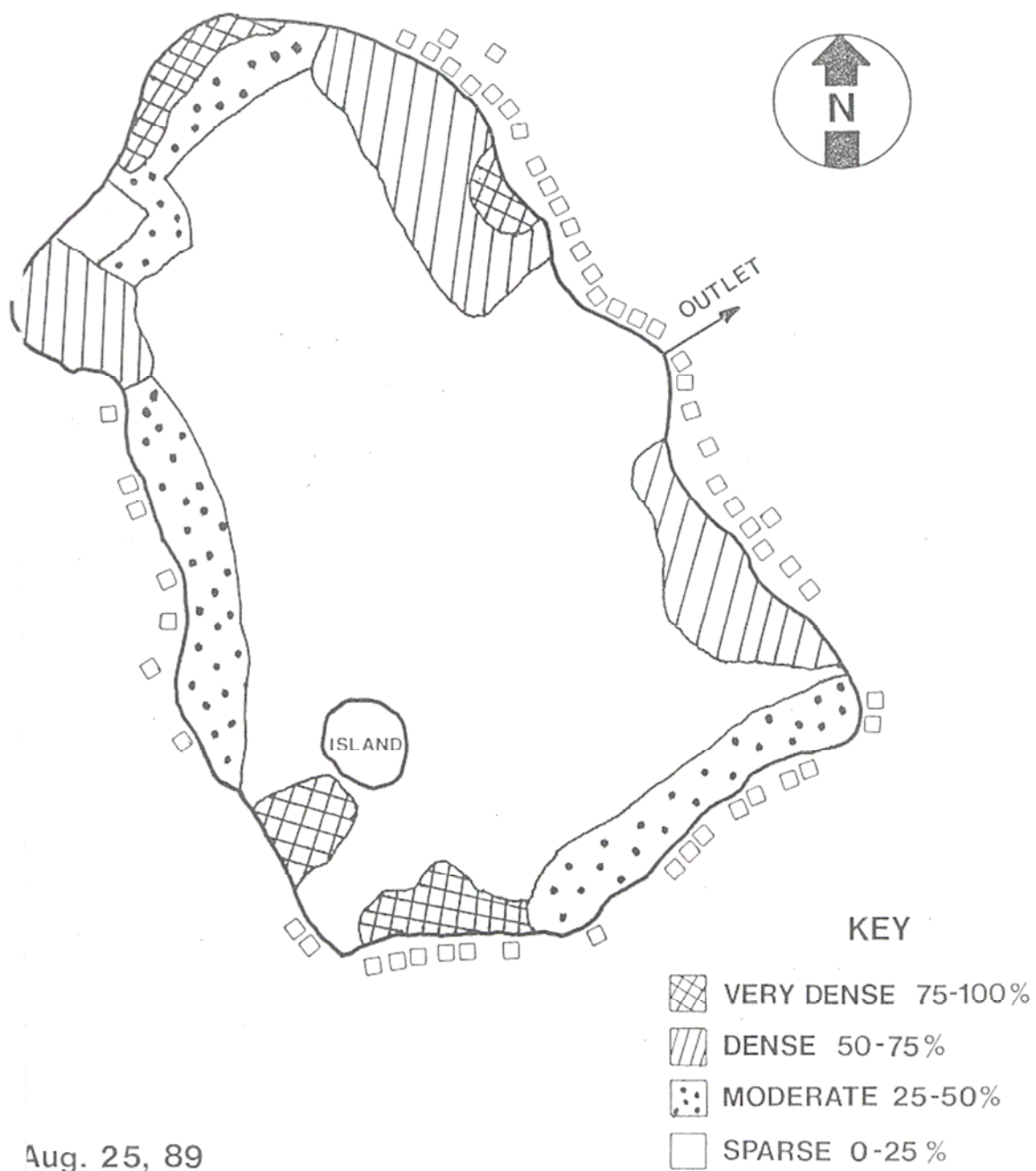



**STORM DRAIN SAMPLING LOCATIONS
FOREST LAKE
METHUEN, MASSACHUSETTS**









MACROPHYTE DENSITY [% COVER]	FIGURE 19	 LYCOTT
DIAGNOSTIC/FEASIBILITY STUDY Forest Lake Methuen, MA	SCALE 