



CITY CLERK  
GLOUCESTER, MA

11 JUL 14 AM 11:40

**GLOUCESTER CITY COUNCIL**

9 Dale Avenue, Gloucester, MA 01930  
Office (978) 281-9720 Fax (978) 282-3051

**CITY COUNCIL STANDING COMMITTEE**

**Budget & Finance Committee**

Thursday, July 21, 2011 – 6:00 p.m.

1<sup>st</sup> Fl. Council Conference Rm. – City Hall

**AGENDA**

*(Items May be taken out of order at the discretion of the Committee)*

**1. Continued Business**

- A) Memorandum from CFO re: Municipal Lien Certificate and Demand Fees (Cont'd from 06/23/11)  
Presentation by CFO: Data of other MA municipalities charging for same services
- B) Invoice and request from DPW for payment of invoice for good procured without a purchase order for the  
Downtown Improvement Committee
- C) Request from Veteran's Director to pay an invoice for goods procured without a purchase order
- D) Memorandum from CFO-Gloucester Public Schools requesting permission to pay an "extraordinary  
reimbursement" to School Department employee for classroom supplies and materials purchased outside of  
required procurement procedures

**2. Review and recommendation for the disposition of real property for the Magnolia School House  
(Blyman School)**

**3. Memorandum, Grant Application and Checklist from Police Chief re: grant for training of Police  
Officers in Emergency Medical Dispatching**

**4. Communication from Gloucester Rotary Club re: Stage Fort Park**

**5. Memo from City Auditor regarding accounts having expenditures which exceed their authorization  
And Auditor's Report**

**COMMITTEE**

**Councilor Steven Curcuru, Chair**  
**Councilor Paul McGeary, Vice Chair**  
**Councilor Jacqueline Hardy**

**Committee members – Please bring relevant documentation**

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk  
Jim Duggan  
Kenny Costa  
Jeffrey Towne  
Donna Compton  
Chief Michael Lane  
Mike Hale/Mark Cole

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



**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

Memorandum

To: Mayor Kirk  
From: Jeffrey C. Towne, CFO  
Date: June 7, 2011  
Re: Municipal Lien Certificate and Demand Fees

The Collector's department processes over 1,100 certificates of lien and several thousand demand fees annually. The fees for certificates of liens were last amended on May 28, 2002 by the City Council. The demand fees have been at the same rate of \$5.00 for a considerable length of time. The volume of certificates of liens has increased over the last five years. The volume of demand fees varies from year to year based upon a tax payer or water/sewer user's ability to pay their bills on time.

As a result of recent budget cuts, the Principal Clerk Supervisor's position in the Collector's Department was not funded in FY12. That position is vacant presently as a result of the lay off that took place last month. The position is very important to the operations of the department and I would like you to consider asking the City Council to approve the following fee increases in order to restore the funding for this position as soon as possible.

<u>Certificates of liens:</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Land less than one acre with no permanent structure	\$25.00	\$50.00
Land with no more than a single family resident and outbuildings	\$25.00	\$50.00
Land with no more than a two-family residence and outbuildings	\$25.00	\$50.00
Land with no more than a three-family residence and outbuildings	\$25.00	\$50.00
Land with residence of four or more families	\$100.00	\$175.00
Land with a commercial, industrial or public utility concern structure	\$150.00	\$250.00
Farms, forest land and all other real property	\$50.00	\$100.00
Land with one acre or more with no permanent structure	\$50.00	\$100.00
Mixed use land (as classified by the Assessors)	\$50.00	\$100.00
<u>Demand fees</u>	\$5.00	\$10.00

The budget for this revenue source can be increased by \$48,000 in the general fund for a full fiscal year which is enough to restore the position. The demand fees will also add revenue to the water and sewer enterprise funds as well. A significant amount of other communities have already made these changes, in fact some have increased the demand fee to \$30.00. Thank you for your consideration. As always I am available to answer any questions that you may have.

**RILEIGHS OUTDOOR DECOR**  
 PO Box 4365  
 Bethlehem, PA 18018

6/10 1103453

10 1000 10470 5218

**Invoice**

Invoice Number:  
17330

Invoice Date:  
May 27, 2011

Page:  
1

Voice: (877)444-8888 TOLL FREE  
 Fax: (610) 432-0242

[cmann@rleighsdecor.com](mailto:cmann@rleighsdecor.com)

Sold To: DPW/City of Gloucester  
 Shirley Henderson  
 9 Dale Avenue  
 Gloucester, MA 01930

Ship to:

Customer ID		Customer PO		Payment Terms	
GLOUCESTERMA				Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
MB		Best Way			6/26/11
Quantity	Item	Description		Unit Price	Extension
20.00	ROD FLEX	Deluxe Banner Bracket Kits		79.00	1,580.00
40.00	ROD BANDS/LONG	39" Long Bands		3.95	158.00
9.00		Custom Banners		80.00	720.00

*Richard S. Hill*

Subtotal	2,458.00
Sales Tax	
Freight	73.31
Total Invoice Amount	2,531.31
Payment Received	
<b>TOTAL AMOUNT DUE</b>	<b>2,531.31</b>

Past Due Balances are Subject to a Monthly Finance Charge of 1.5%

**Purchase Order**

**CITY OF GLOUCESTER**

**No. 1103453**

City Hall

9 Dale Avenue

Gloucester MA 01930

Prices as quoted are less any and all federal taxes.  
Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address  
All invoices must reference PO number  
Sales Tax Exempt #: E-046001390

P.O. Date: 06/01/2011

Questions ? Purchasing (978) 281-9710

Account:

P.O. Issued To :

Ship To:

Reference:

RILEIGHS OUTDOOR DECOR  
PO BOX 4365  
BETHLEHEM PA 18018

Poplar Street DPW  
Attn: Michael Hale  
28 Poplar Street  
Gloucester MA 01930  
(978) 281-9785

Contact: 27243

Location: Poplar Street DPW

Phone:

Fax:

Project: undesignated

Req# 3739

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
2550	EA		Downtown Improvement Comissions- Banners & Brackets	101000.10.470.52180.0000.00.000.00.052	1.00	2,550.00	0.00	0.00

**APPROVAL SIGNATURES:**

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By \_\_\_\_\_

Auditor

I hereby certify.

That this order is authorized by a properly executed and approved requisition on file in this office.

City Purchasing Agent

Sub-Total:	2,550.00
Freight:	0.00
Tax:	0.00
<b>Total Amount:</b>	<b>2,550.00</b>

To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 20B, c. 14B, dec. 44 et seq., c30, sec. 39 et seq.)

1. No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.

2. All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 14B, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.

3. All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$5 limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.

4. Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

**NOTES:**

[Empty box for notes]

Order Via: **Mail**

**ENTITY COPY**



Office: 12 Emerson Avenue  
Mail: City Hall, Nine Dale Avenue  
Gloucester, MA 01930

City of Gloucester  
Office of Veterans' Services

TEL 978-281-9740  
FAX 978-282-3053  
jwilliams@gloucester-ma.gov

**MEMORANDUM**

DATE: 14 June 2011  
TO: Mayor Carolyn A. Kirk  
FROM: Jeffrey M. Williams, Director of Veterans Services. *JMW*  
SUBJECT: Request to Pay Invoice

I am writing to request that invoice #050611 in the amount of \$3225.60 from Pauline's Gifts be added to the Mayor's Report to Council so that I may pay it. I have attached both the invoice and City of Gloucester Purchase Order 1103471 to this request.

This invoice is for our Memorial Day flags. The reason for this request is my failure to understand the purchase order process.

Please let me know if I can provide any additional information regarding this request.

**GIFTS FROM THE HEART**

512 ESSEX AVE. (RTE. 122)  
GLOUCESTER, MA 01930

978-281-5558

fax 978-281-7200

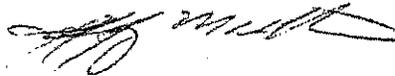
Invoice# 050611

To: Veterans Services  
12 Emerson Ave.  
Gloucester MA 01930  
978-281-9740

Part # Description	Quantity		Price ea.	Extension
12x18 American Stick Flags	4,032 (28 gross)		.80	\$3225.60
4x6 American Stick Flags	1,008 (7 gross)		No Charge	No Charge
xxFreightxx				no Charge
			Total Due	\$3225.60

OK To PA

101000.18.542.57870.0000.00.0001.00.057



Purchase Order

CITY OF GLOUCESTER  
City Hall  
9 Dale Avenue  
Gloucester MA 01930

No. 1103471

Prices as quoted are less any and all federal taxes.  
Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address  
All invoices must reference PO number  
Sales Tax Exempt #: E-046001390

P.O. Date: 06/02/2011

Questions? Purchasing (978) 281-9710

Account:

P.O. Issued To :

Ship To:

Reference:

PAULINES GIFTS  
514 ESSEX AVE  
GLOUCESTER MA 01930

Veterans Agent  
Attn: Jeffrey M. Williams  
Veterans Department  
12 Emerson Avenue  
Gloucester MA 01930  
(978) 281-9740

Contact:

Location: Veterans Agent

Phone: (978) 281-5558

Fax: (978) 281-7200

Project: undesignated

Req# 3918

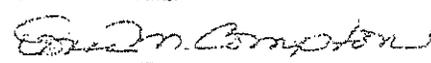
Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
3225.6	EA		Memorial Day flags	101000.10.543.57890.0000.00.000.00.057	1.00	3,225.60	0.00	0.00

APPROVAL SIGNATURES:

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By  Auditor

I hereby certify -  
That this order is authorized by a properly executed and approved requisition on file in this office.

  
City Purchasing Agent

Sub-Total:	3,225.60
Freight:	0.00
Tax:	0.00
Total Amount:	3,225.60

- To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 149, dec. 44 et seq., c30, sec. 39 et seq.)
1. No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
  2. All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 149, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
  3. All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the 331st of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
  4. Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

NOTES:

[Empty box for notes]

Order Via: Phone

ENTITY COPY



**THE GLOUCESTER PUBLIC SCHOOLS**  
OFFICE OF BUDGET & FINANCE

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6 SCHOOL HOUSE ROAD  
GLOUCESTER, MASSACHUSETTS 01930

TEL: 978-281-9812  
FAX: 978-281-9899  
WWW.GLOUCESTERSCHOOLS.COM

TO: Mayor Carolyn Kirk  
FROM: Thomas Markham, CFO *Thomas Markham*  
RE: Request for extraordinary reimbursement  
DATE: June 16, 2011

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This memo is to request an extraordinary reimbursement be made to John Madama, a school department employee, as he purchased classroom supplies and materials outside of the required procurement procedures of the City of Gloucester and he seeks to be paid back. Mr. Madama seeks \$819.64 for purchases he made between April 19, 2011 and May 17, 2011.

This matter was brought before the Gloucester School Committee on June 8, 2011 and they voted to authorize me to seek extraordinary reimbursement for Mr. Madama, through your office, from the City Council. I have attached hereto the memo to the School Committee along with the completed school department reimbursement forms, receipts and other back-up material.

I respectfully request that this matter be included in an upcoming Mayor's Report and brought before the City Council for action before June 30, 2011.

Thank you.



**THE GLOUCESTER PUBLIC SCHOOLS**  
OFFICE OF BUDGET & FINANCE

6 SCHOOL HOUSE ROAD  
GLOUCESTER, MASSACHUSETTS 01930

TEL: 978-281-9812

FAX: 978-281-9899

WWW.GLOUCESTERSCHOOLS.COM

TO: Gloucester School Committee  
FROM: Thomas Markham, CFO *gmu*  
RE: Request for extraordinary reimbursement  
DATE: June 8, 2011

This memo is to request an extraordinary reimbursement be made to John Madama as he purchased classroom supplies and materials outside of the required procurement procedures of the City of Gloucester and he seeks to be paid back. Mr. Madama seeks \$819.64 for purchases he made between April 19, 2011 and May 17, 2011.

On several occasions in the past I have informed Mr. Madama that purchases of classroom supplies and materials must be planned in advance and procured in compliance with both state and city requirements. On May 18, 2011 he brought forward the above referenced reimbursement documents (attached) which I reluctantly approved at the request of the Assistant Superintendent. However, I noted that it was quite likely that the City Auditor would not process this payment without further approval.

The City Auditor, in fact, removed this reimbursement request from the May 27, 2011 ordinary warrant informing me that he sought both School Committee and City Council approval before he would process this reimbursement. I have met with Mr. Madama and Dr. Trubisz informing them of the situation, reminding them again about following proper purchasing procedures, and requested Mr. Madama's presence at upcoming meetings of the both bodies. Further, Mr. Madama assured me that he would be following proper procedures in the future.

I request that the School Committee approve this extraordinary reimbursement at the School Department level and authorize me to forward a request for City approval to the City Council for their review and consideration.

Thank you.



# Gloucester Public Schools

## Expense Reimbursement Request

Name: JOHN MADAMA

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

School/Project: ROBOTICS EVENT

Date: 5/11/11

~~PAID~~  
MAY 27 2011

Expense Account Number: 285030.20.370.54040.3520.00.000.00.054

Receipt Date	Vendor/Merchant	Description	Amount
4/19	FARGO	GEARBOX KIT	41.90
4/28	MIKE'S PLACE	FOOD FOR STAFF	44.79
4/29	MIKE PLACE	" "	41.55
4/19	STOP & SHOP	BATTERY	5.99

Total Reimbursement Amount: \$ 134.23

Employee Signature: [Signature] Date: 5/11/11

Supervisor's Signature: [Signature] Date: 5/17/11

CFO: [Signature] Date: 5/18/11

**Mike's Place**  
 8 Railroad Avenue  
 Gloucester, MA 01930  
 (978) 282-0777

Server: SCHENEIDER Station: 4

Order #: 370108 Pick Up (Phone)  
 (978) 290-3989 alex  
 Guests: 1

>> SETTLED <<

5 LG CHEESE PIZZA(m) 49.75  
 2 <SPECIAL DISCOUNT> -11.02  
 2 2 LITER 5.88  
 Coke  
 1 2 LITER 2.94  
 SPRITE  
 30 SIDE OF PLATES 0.00  
 CUPS

SUB TOTAL: 41.55  
 State & Local Taxes: 2.91

AMOUNT DUE: \$44.46

Cash Tendered: 60.00

CHANGE: -15.54

Created: 4/29/2011 11:21:58 AM  
 SETTLED: 4/29/2011 11:49:59 AM

THANK YOU!



**Stop & Shop**

STOP & SHOP #410  
 GLOUCESTER, MA  
 978-281-0010  
 WWW.STOPANDSHOP.COM

WELCOME, I'M KAYLEE! 12:31pm 4/19/11  
 Tran 84428 Terminal 14 Cashier 00106

Customer Card Number 1099900001  
 GENERAL MERCHANDISE  
 DURACELL CT AAA 8.49 T  
 Stop & Shop Card Savings -2.50  
 Price with your card 5.99  
 Total before savings \$8.49  
 Your Total Savings ~~\$7.50~~  
 Total after savings \$5.99  
 Tax paid \$0.37  
 Total \$6.36  
 Cash Tnd \$7.00  
 Change \$0.64

**YOUR SAVINGS SUMMARY**

Stop & Shop Card Savings \$2.50  
 Total Stop & Shop Card Saving \$2.50  
 Your Total Savings \$2.50

\*\*\*\*\*

THANK YOU FOR SHOPPING AT STOP & SHOP.  
 WE'VE ENJOYED SERVING YOU, AND WE  
 LOOK FORWARD TO SERVING ALL YOUR  
 FUTURE SHOPPING NEEDS.

ANDREW ZINER, STORE MGR 978-281-0010

STOP & SHOP #410



Created: 4/28/2011 11:01:12 AM  
 SETTLED: 4/28/2011 11:21:11 AM

THANK YOU!

AMOUNT DUE: \$47.93  
 Cash Tendered: 100.00  
 CHANGE: -52.07  
 SUB TOTAL: 44.79  
 State & Local Taxes: 3.14

>> SETTLED <<  
 1 2 LITER 2.94  
 SPRITE  
 6 LG CHEESE PIZZA(m) 52.50  
 SIDE cups 20 cups  
 30 plates  
 <SPECIAL DISCOUNT>  
 2 2 LITER -16.53  
 Coke 5.08

Server: ROBERTA Station: 2  
 Order #: 369632 Pick Up (Phone)  
 (978) 290-3989 alex  
 Guests: 1

**Mike's Place**  
 8 Railroad Avenue  
 Gloucester, MA 01930  
 (978) 282-0777



Fargo Enterprises, Inc.

Home of [www.Micro-Tools.com](http://www.Micro-Tools.com)  
1270 Callen St  
Vacaville, CA, 95688  
U.S.A.  
Phone: (707) 446-1120  
Fax: (707) 446-3319

**Invoice**

**3**

Date	Page
Apr 19, 2011	1
Invoice Number	
*IN000240186*	



Sold To:  
John Madama 978-281-8770

**RUSH ORDER  
EXPEDITED  
DO NOT DELAY**

Ship To:  
JOHN MADAMA 978-281-8770  
16 ROCKY NECK AVE  
2ND FLOOR REAR  
GLOUCESTER, MA 01930  
US

Order No. <b>AMA10300170425125828</b>	Order Date Apr 19, 2011	Customer No. AMAZON	PO Number 103-0017042-5125828	Ship Via UPS 3 Day Select	Terms AMAZON
--	----------------------------	------------------------	----------------------------------	------------------------------	-----------------

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	Bin	Extended Price
2	2	0	21-130 FRT	2-in-1 Gearbox Kit Shipping charge	9.95	F030A	19.90 22.00

**PAID: In Full By Amazon**

We want you to be 100% satisfied with the products and our customer service.  
Any Question, Complaints, Concerns about your order?  
Please do call us at (800) 359-2878, or email us at [orders@micro-tools.com](mailto:orders@micro-tools.com).

**Thank You!!**

\* On-Line Store: [www.Micro-Tools.com](http://www.Micro-Tools.com) \*

Sensor Cleaning Instructions: [CleaningDigitalCameras.com](http://CleaningDigitalCameras.com) • Watch Repair Tool Help: [WatchRepairToolGuide.com](http://WatchRepairToolGuide.com)

<b>RUSH ORDER EXPEDITED DO NOT DELAY</b>							
--	--	--	--	--	--	--	--

Comments:	Tax summary:	Subtotal	41.90
	OE0001 0.00	Total sales tax	0.00
		Total amount	41.90
		Less payment	0.00
		Less pmt. disc	0.00
		Amount due	41.90

Date: Apr 19, 2011 Page: 1  
**Order Number**  
 AMA 10300170425125828

**Picking Slip**



Fargo Enterprises, Inc.

Home of [www.Micro-Tools.com](http://www.Micro-Tools.com)

1270 Callen St  
 Vacaville, CA 95688  
 U.S.A.

Phone: (707) 446-1120  
 Fax: (707) 446-3319



Sold To: **RUSH ORDER**  
 John Madama  
**EXPEDITED**  
**DO NOT DELAY**

Ship To:  
 JOHN MADAMA  
 16 ROCKY NECK AVE  
 2ND FLOOR REAR  
 GLOUCESTER, MA 01930  
 US

Reference FS	PO Number 103-0017042-5125828	Customer No. AMAZON	Ship Via USPS First Class Mail	Ship Date Apr 19, 2011
-----------------	----------------------------------	------------------------	-----------------------------------	---------------------------

Picking Sequence	Qty. Ordered	UOM	Qty. Shipped	Qty. Backord.	Item Number	Description
<b>FD3DA</b>	<b>2</b>	EA			21-130	2-in-1 Gearbox Kit
<p><b>RUSH ORDER</b>  <b>EXPEDITED</b>  <b>DO NOT DELAY</b></p>						

**F**



# Gloucester Public Schools

## Expense Reimbursement Request

Name: JOHN MADAMA

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

School/Project: ROBOTICS EVENT

Date: 5/11/11

PAID  
MAY 27 2011

Expense Account Number: 285030.20.370.54040.3520.00.000.00.054

Receipt Date	Vendor/Merchant	Description	Amount
4/28	ACE	BATTERIES	63.92
4/27	RADIO SHACK	BATTERIES	10.98
4/19	PITSCO	Hyper Line TRACKERS	180.29
4/19	DEUSA/FREM	SOLAR CAR	82.66
Total Reimbursement Amount:			\$ 337.85

Employee Signature: \_\_\_\_\_

*John Madama*

Date: 5/11/11

Supervisor's Signature: \_\_\_\_\_

*Ray Stuebing*

Date: 5/17/11

CFO: \_\_\_\_\_

*James J. Madama*

Date: 5/18/11

# PITSCO

## EDUCATION

CATALOG 800-835-0686  CURRICULUM 800-828-5767  HEARLIHY 866-622-1003

P.O. Box 844168

Dallas, TX 75284-4168

Invoice Inquiry 1-888-774-8726

Bill To: 180928

JOHN MADAMA

16 ROCKY NECK AVE

GLOUCESTER, MA 01930

Ship To: 180928

JOHN MADAMA

16 ROCKY NECK AVE

SECOND FLOOR- REAR

GLOUCESTER, MA 01930

Original Invoice 477205-1 Date 04-19-11

Purchase Order	Invoice Amount	Amount Due	Page
MADAMA	\$180.29	\$0.00	1

Payment Terms: Credit Card Cybersource

Freight Terms: Prepay & Add

No	Number	UM	Qty	UM	Qty	Price	Price
1	57482 01 HYPER LINE TRACKER KIT EA	EA	2	EA	2	64.95	129.90
THANK YOU FOR YOUR ORDER!							
Additional Charges							
RUSH CHARGES-CD							40.00
FREIGHT - CD 8%							10.39
Bill of Lading Information for shipment number 1							
Packslip Number	Bill of Lading Number	Carrier Name	Shipment Method				
1	1Z6904110201458463	UPS	UPS 2nd Day				

**PITSCO**  
EDUCATION

**HEARLIHY**  
A DIVISION OF PITSCO

Bill To: 180928

Please remit lower portion with payment to:

**PITSCO**  
EDUCATION

P.O. Box 844168  
Dallas, TX 75284-4168

Invoice	477205-1	Purchase Order	MADAMA
Date Due	05-19-11	Amount Due	\$0.00
Payment Terms	CCC	Amount Enclosed	

Memo: FLANNAGAN'S GLOUCESTER MA 5644

04/25/2011 POS Debit \$22.68 \$5,191.56

Memo: HOMETOWN ACE H GLOUCESTER MA 5644

04/25/2011 POS Debit \$87.27 \$5,214.24

Memo: STOP & SHOP #4 GLOUCESTER MA 5644

04/25/2011 Check 342 \$775.00 \$5,301.51

04/21/2011 DBT Purchase \$27.00 \$6,076.51

Memo: BERTUCCI'S #021 WEST PEABODY MA 5644

04/21/2011 Check 344 \* \$72.24 \$6,103.51

04/21/2011 DBT Purchase 71 \$82.66 \$6,175.75

Memo: SSI DELTACPOFREYNE800-258-1302 WI 5644

04/21/2011 DBT Purchase \$180.29 \$6,255.41

Memo: PITSCO INC 620-231-0000 KS 5644

04/21/2011 Direct Deposit \$1,819.36 \$6,436.70

Memo: CITY OF GLOUCEST PAYROLL

04/20/2011 DBT Purchase \$29.33 \$4,618.34

# Delta Education

100 Paragon Parkway  
MANSFIELD OH 44903  
Toll Free Phone: 800-258-1302  
Toll Free Fax: 800-282-9560  
www.delta-education.com

Ship To: JOHN MADAMA  
16 ROCKY NECK AVE  
GLOUCESTER MA 01930

# Packing Slip

(Last) Page: 1

Printed: 04/20/11 08:27:56

Order Number: **17727571**  
Ship Date: **04/19/11**  
Customer Number: **1340390**  
Shipper Number: **07431961**  
Customer PO: **CC041911**  
Attn: **JOHN MADAMA**

Order Information: **ATTN UPS:NO SIGNATURE REQ'D FOR THIS ORDER**

### Delivery Information:

- Your order may ship in multiple boxes and may deliver at different times.
- One packing slip is provided per shipment; there is not one included in every carton.

The following items are in this shipment:

Line	Product No	Cust Item No	Description	UOM	Qty Ord	Qty Ship	Qty B/O
	1360729	1360729	KIT SOLAR PHOTON RACER	EA	2	2	

\$ 52.66

JOIN OUR NEW CUSTOMER PANEL AND TELL US WHAT YOU THINK! USE THIS SURVEY LINK TO JOIN:  
<http://www.surveymonkey.com/s/SS2>

**City of Gloucester  
Office of the Mayor**

**Review and Recommendations for the Disposition of Real Property  
TO THE CITY COUNCIL FOR REVIEW, RESTRICTIONS AND APPROVAL**

**Property Information:**

Document Number: RFP 11194  
Property Name and Address: Magnolia School House, 46 Magnolia Avenue, Gloucester, MA.  
Description of Property: Former Blynman School, Map 174, Lot 3  
Method of Disposition: Five (5) Year Lease (Public Purpose Requested - Historical Museum)  
Lease Payment Requested: \$ 1.00 annually

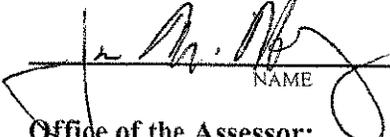
**Purchasing Department:**

At the request of the Mayor, the Purchasing Department has prepared a Request for Proposals for the disposition of the above property.

  
NAME POSITION DATE  
Dawn Compton Purchasing Agent 6/23/11

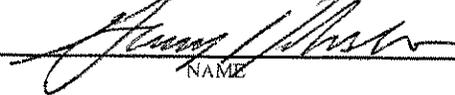
**Contract Manager:**

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.

  
NAME POSITION DATE  
J. M. [unclear] Facilities Director 6/25/11

**Office of the Assessor:**

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.

  
NAME POSITION DATE  
[unclear] Assessor 6/23/11

**Legal Department:**

At the request of the Mayor, the Legal Department has reviewed the attached recommended RFP.

  
NAME POSITION DATE  
[unclear] General Counsel 6/27/11

**Office of the Mayor:**

As required by the Gloucester Code of Ordinance, I am submitting my recommendation to the City Council for their approval to dispose of the above property in a Request for Proposal format.

  
NAME POSITION DATE  
[unclear] Mayor 7/6/11

# **City of Gloucester**

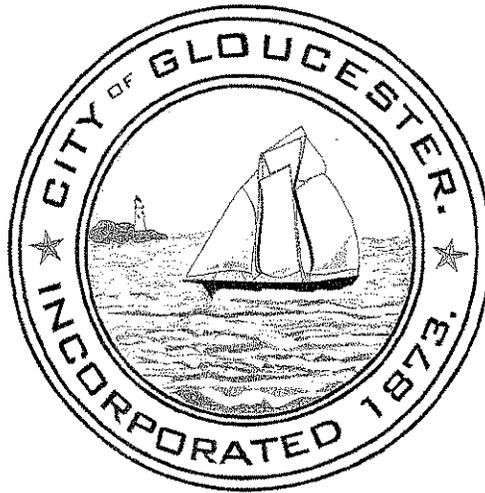
**Office of the Purchasing Agent**

**City Hall, 9 Dale Avenue**

**Gloucester, Massachusetts 01930**

**Telephone 978 281 9710 Fax 978 281 8763**

**[www.gloucester-ma.gov](http://www.gloucester-ma.gov)**



## **REQUEST FOR PROPOSALS #11194**

### **MAGNOLIA SCHOOL HOUSE LEASE**

**46 Magnolia Avenue, Gloucester, MA**

**Request for Proposal Available:**

**Proposal Submission Deadline:**

**SECTION 1: NEWSPAPER ADVERTISING**

To: Cape Ann Beacon

From: Donna Compton, Purchasing Agent

Date: TBD

Re: **Please run this ad on the Records/Legal page as small as possible on Fri and again on Friday,**

**CITY OF GLOUCESTER, MA.  
REQUEST FOR PROPOSALS # 11194  
Lease: Blynman (Magnolia) School House**

Pursuant to M.G.L.c 30B, the City is seeking proposals for the leasing and use of City owned land and building located at 46 Magnolia Ave., shown on assessor's map 174, lot 3. The property is listed as **14,060 SF** lot area and **2,160** sf 1<sup>st</sup> fir area, 1,040 sf finished & 1,120 sf unfinished basement area. The City seeks to have services rendered to Magnolia and other local residents by requiring that the property be utilized for a Historical Museum and programs. The RFP package will be available, upon payment by check of a \$15 non refundable fee, on **TBD** at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **TBD**. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City. **The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.**

**Donna Compton**  
Purchasing Agent

**SECTION 2: CENTRAL REGISTER**

**CITY OF GLOUCESTER, MA.  
REQUEST FOR PROPOSALS #11194  
Lease: Magnolia School House**

**SECTION 3: INTRODUCTION:**

Pursuant to M.G.L.c 30B, the City of Gloucester requests sealed proposals for the leasing and use of City owned land and building located at 46 Magnolia Avenue, Gloucester, MA. for a five year period. The City of Gloucester is making available this property to address the identified need for experienced and successfully managed Historical Museum. The Purchasing Agent has issued this RFP after determining that the selection of the most advantageous offer requires comparative judgment of these factors. To promote this public purpose, the rent will be set at **\$1.00** yearly, with all utilities to be paid by leasee. The City Assessor's research estimates the market value to be \$8.50 sq. ft. or \$18,360 for the five year period.

**SECTION 4: RFP AVAILABILITY/DEADLINE**

The Request for Proposal package will be available on **TBD** at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **TBD** local time.

**SECTION 5: LOT DESCRIPTION: shown on assessor's map 174, lot 3.**

1. The property is listed as: **14,060 SF lot area**
2. The building is listed as: **2,160 SF eff. lease area on first floor, 1040 SF finished basement and 1,120 sf unfinished basement**

**SECTION 6: ZONING: R-3, Residential****SECTION 7: RESTRICTIONS:**

Use of the property is restricted to providing a Historical Museum

**SECTION 8: RFP TERMS AND CONDITIONS:**

1. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts.
2. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.
3. All proposals must comply with the provisions of Massachusetts General Laws chapter 30B and any other applicable Federal, State and Municipal laws and/or ordinances.
4. The City reserves the right to issue addenda to this RFP. If it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all prospective offerors who have requested a copy of this RFP. The addenda shall be deemed a part of this RFP.
5. Offeror's responses to this RFP may be modified only by written and sealed communication with the Office of the Purchasing Agent. Any such written and sealed communication must be received by the Office of the Purchasing Agent before the deadline for proposal submission. Proposals submitted in response to this RFP may be withdrawn only by communicating the intent to withdraw a proposal in a written and sealed communication to the Office of the Purchasing Agent before the deadline for submission.
6. By submission of a proposal, the offeror agrees, if it's proposal is accepted: to enter into a contract with the City that incorporates all the requirements of this RFP. The offeror further accepts all of the terms and conditions of this RFP.

**SECTION 9: PROPOSAL SUBMISSION REQUIREMENTS:**

1. The timetable for the City to award a contract/lease is, as soon as possible after the bid opening, but within 45 days. If additional time is required, a change order will be issued and authorized by the mutual assent of the City and bidder.
2. Each proposer's must include a signed "Non-Collusion Statement". The City will reject any bid for failure to submit the signed "Non-Collusion Statement".
3. Each proposer's must complete the "Reference Form" included in the RFP. Proposers are required to show a minimum of five years of operating successfully a museum. This form is part of the evaluation criteria.
4. **Proposals must be submitted in a sealed package in the following manner:**
  - A. **Package:** Clearly mark (label) in the lower left-hand corner of the envelope

- RFP # 11194
- Lease: Magnolia School House
- Proposer's name and address
- Opening date: TBD
- Time of opening: 11:00 AM

- B. Include in Package:** Five copies of your Proposal, including, but not limited to:
1. A description of the method the applicant intends to use to manage the project, if awarded the contract.
  2. Description of the qualifications of the key participants whom the Proposer plans to utilize.
  3. Any other information the Proposer considers relevant
  4. Non-Collusion Statement
  5. References
  6. Disclosure of Beneficial Interest Form (MGLc 7, Sec. 40J)

**SECTION 10: PROPOSAL EVALUATION:**

This section describes the criteria and process to be used by the City of Gloucester in evaluating proposals received in response to the RFP. All proposals will be evaluated by the City of Gloucester.

**1. Museum Administrator Qualifications:**

<b>Highly Advantageous</b>	Has had a historical museum for 10 years or more
<b>Advantageous</b>	Has had a historical museum more than five years but less than ten
<b>Not Advantageous</b>	Has had a historical museum more than three but less than five years
<b>Not Acceptable</b>	Has had a historical museum less than three years

The Proposer shall describe their experience: include names and addresses of operations, years in operations

**SECTION 11: MINIMUM CRITERIA:**

The City of Gloucester will conduct a preliminary review of each proposal to determine whether it meets the minimum criteria listed below. Proposals that do not meet these minimum criteria **may** be disqualified from further consideration

1. The proposal includes all information required in this Request for Proposal
2. The proposers agrees to meet the City of Gloucester's lease terms.
3. The proposal meets the City's identified need for Historical Museum services.

**SECTION 12: AWARD OF LEASE:**

The City will determine the most advantageous proposal from a responsible and responsive Proposer, that meets the stated objective, taking into consideration all evaluation criteria set forth in this Request For Proposal.

**SECTION 13: REFERENCES**

References: Request for Proposal: #11194 Lease: Magnolia School House

Name of Proposer	
Proposer's Address	

Proposer must provide references for all contracts or similar ventures performed within the past five years of similar size and scope to this project.

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
St. Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

This form may be duplicated, if additional space is required

**SECTION 15: CERTIFICATE OF NON-COLLUSION**

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

Proposer	_____		
Address	_____		
Authorized Signature	_____	Title	_____
Telephone Number	_____	Fax Number	_____

**SECTION 16: TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*signature of person submitting bid or proposal* \_\_\_\_\_

*name of business* \_\_\_\_\_

*social security no. or federal identification no.* \_\_\_\_\_

**SECTION 17: Disclosure of Beneficial Interests in Real Property Transaction**

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

1. Public agency involved in this transaction: **City of Gloucester, MA.**
2. Complete legal description of the property: **Magnolia School House  
(formerly Blynman School)  
46 Magnolia Avenue  
Gloucester, MA. 01930  
Map No. 174 Lot No. 3**
3. Type of transaction: Sale: **N/A** Lease or rental from \_\_\_\_\_ to \_\_\_\_\_
4. Seller: **N/A** Lessor: **City of Gloucester, Ma.**  
Purchaser **N/A** Lessee: \_\_\_\_\_
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. **Note:** If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address

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

Name	Title or position

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

The undersigned acknowledges that any changes or additions to item #4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Signature		Title	
Printed name		Date	

**SECTION 18: LEASE DRAFT ONLY**

Informational; issued for bidding purposes, do not fill out, terms and conditions contained herein will be part of the lease issued by the City to the successful Proposer.

**SECTION 18.1: PARTIES**

This lease agreement is between the City of Gloucester, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, LESSOR, and \_\_\_\_\_, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, LESSEE.

**SECTION 18.2: PREMISES**

The LESSOR hereby leases to the LESSEE a certain parcel of land and building located thereon at 46 Magnolia Avenue, Gloucester, Massachusetts, as described as lot 3 on City of Gloucester Assessor's Map 174.

**SECTION 18.3: TERM**

The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_ (Five Years)

**SECTION 18.4: RENT**

The LESSEE shall pay the LESSOR rent at the rate of \$1.00 annually.

**SECTION 18.5: UTILITIES**

The LESSEE shall pay the full cost of all utilities, to be paid directly by LESSEE to the provider of such utility, including but not limited to all charges for water and sewer.

**SECTION 18.6: USE OF LEASED PREMISES**

LESSEE shall use the leased premises for a Historical Museum. .

**SECTION 18.7: COMPLIANCE WITH LAWS**

The LESSEE shall make no use of the leased premises which is contrary to any federal, state or municipal law, ordinance or regulation.

**SECTION 18.8: MAINTENANCE OF LEASED PREMISES**

LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term of this lease or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty excepted, acknowledging that the leased premises are now in good condition. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, defaced, nor to suffer any waste.

**SECTION 18.9: REPAIRS**

LESSEE is responsible for all ordinary, day to day maintenance or minor repairs of the building and installed equipment and fixtures.

LESSEE may request the City to make repairs or pre-approval to complete repairs on their own from the DPW Director.

LESSEE shall not permit any mechanics lien or similar lien to remain upon the leased premises for labor and materials furnished to the LESSEE in connection with work of any character performed or deemed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR. Any repairs, alterations or improvements shall become the property of the LESSOR at the termination of the lease.

**SECTION 18.10: ALTERATIONS AND ADDITIONS**

Notwithstanding the provisions of the "REPAIR" paragraph herein LESSEE shall not make structural or nonstructural alterations or additions unless LESSOR gives advanced written approval, which approval shall not be unreasonably withheld.

**SECTION 18.11: RUBBISH REMOVAL**

The LESSEE shall remove, at it's own expense, all rubbish and trash from the leased premises. The LESSEE shall maintain and keep the leased premises in a neat, clean, sanitary condition.

**SECTION 18.12: SNOW REMOVAL**

The LESSEE shall be responsible for, at it's own expense, all snow and ice removal on the entire leased premises.

**SECTION 18.13: ASSIGNMENT AND SUBLEASING**

The LESSEE shall not assign, sublet or license another to use the whole or any part of the leased premises without LESSOR'S prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

**SECTION 18.14: SUBORDINATION**

This lease shall be subject to and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, and the LESSEE shall. When requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

**SECTION 18.15: INDEMNIFICATION AND LIABILITY**

The LESSEE shall hold the LESSOR harmless from all losses, damage and expense, including but not limited to attorney's fees, at the time suffered or incurred by the LESSOR as a result of any demand, claim, cause of action, suit, judgment, execution and liability arising from or in connection with any injury or loss (1) while on the premises or (2) as a result of any act or omission by the LESSEE or LESSEE'S agent, employees, guests, or invites, except if caused by LESSOR'S negligent or willful actions or inaction's.

**SECTION 18.16: LESSEE'S LIABILITY INSURANCE**

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of \$1,000,000 for injury and death to any one person and \$1,000,000 for any one accident and \$250,000 with respect to damage to property, in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSEE as well as the LESSOR against injuries to the persons or damage to the property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term and thereafter within 30 days prior to the expiration date of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten days prior written notice to each insured named therein.

**SECTION 18.17: FIRE AND CASUALTY**

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are part or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Associates or any similar body succeeding to it's powers. The LESSEE shall, on demand, reimburse the LESSOR all extra insurance premiums caused by the LESSEE'S use of the leased premises.

Should the leased premises or a portion thereof be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use for the purposes leased, the rent may be suspended or abated while the premises are being repaired or the Lease may be terminated at the election of the LESSOR.

**SECTION 18.18: LESSOR'S ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and make repairs or alterations and at any time may show the leased premises to others .

**SECTION 18.19: DEFAULT AND BANKRUPTCY BY LESSEE**

In the event that:

- A. The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default continues for ten days after written notice thereof; or,
- B. The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations thereunder and such default is not corrected within thirty days after written notice thereof; or,
- C. The LESSEE shall default in the performance of any representation, covenant, agreement or obligation, or fails to meet any specification contained in LESSEE'S proposal for this lease, which proposal is incorporated herein by reference, and if any such default or failure is not corrected within thirty days after written notice thereof; or,
- D. The LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to reenter and take complete possession of the leased premises, to declare this lease terminated and to remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against any loss of rent and other payments due through the date of termination.

If the LESSEE shall default after notice thereof as provided in section 19A, B, C, herein in the observance or performance of any condition or covenants on LESSEE'S part to be observed or performed under or by virtue of any provisions of this lease, or the LESSEE'S proposal for this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

**SECTION 18.20: DEFAULT BY LESSOR**

IF lessor shall default in the observance or performance of LESSOR'S covenants, agreements or obligations under this lease and such default is not corrected within thirty days after written notice thereof, the LESSEE shall have the right to terminate the lease and a just and proportionate abatement of the rent shall be made to the LESSEE.

**SECTION 18.21: NOTICE**

Any notice from the LESSOR to LESSEE relating to the leased premises or to the occupancy thereof shall be deemed served if mailed to the leased premises addressed to LESSEE by certified or registered mail, return receipt requested, postage prepaid.

Any notice from LESSEE to LESSOR relating to the leased premises or to the occupancy thereof shall be deemed served if mailed certified or registered mail, return receipt requested, postage prepaid, addressed to the City of Gloucester, City Hall, 9 Dale Avenue, Gloucester, MA. 01930.

**SECTION 18.22: SURRENDER**

The LESSEE shall at the termination of this lease remove all LESSEE'S goods and effects from the leased premises including, without limiting the generality of the forgoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises. LESSEE shall deliver to the LESSOR all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon leased premises in the same condition as they were at the commencement of the lease, or as they were put in during the term of the lease, reasonable wear and tear and damage by fire or other casualty only excepted.

In the event of the LESSEE'S failure to remove any of LESSEE'S property from the leased premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE to remove and store any of the property at LESSEE'S expense, or to retain the same under LESSOR'S control or to sell at public sale, without notice, any and all of the property not so removed and to apply the net proceeds of the sale to the payment of any sum due hereunder, or to destroy such property.

**SECTION 18.23: AUTHORIZED SIGNATURES**

A. This lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts and shall bind the parties hereto and their respective heirs, successors, assigns and administrators.

B. LESSOR'S Request for Proposal for this lease and LESSEE'S Response to Request for Proposal are hereby incorporated herein by reference.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by their duly authorized officers and representatives:

LESSOR: **City of Gloucester**

LESSEE:

By: \_\_\_\_\_  
Carolyn Kirk, Mayor

By: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Donna Compton, Purchasing Agent

\_\_\_\_\_  
Suzanne Egan, General Counsel

\_\_\_\_\_  
James Hafey, Contract Manager

SECTION 19:

ATTACHMENT "A"  
ASSESSOR'S MARKET INFORMATION

**SECTION 20:**

**ATTACHMENT "B"**  
**ASSESSOR'S PROPERTY INFORMATION**



# CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

June 16, 2011

To: Donna Compton, Purchasing Agent

From: Gary Johnstone, Assessor

Re: 46 Magnolia Avenue Lease

As per your request, the rental or lease data in the immediate and alternative locations which were considered reasonably similar to the 14,060 square foot site improved with an older wood frame building of average quality and condition featuring 2,160 square feet of first floor space, an additional 1,040 square feet of finished basement and 1,120 square feet of unfinished basement situated at 46 Magnolia Avenue (Map 174-Lot 3) were reviewed in order to determine a reasonable rental or lease amount. In July of 2006 a review of rentals provided ten alternative rental units between the size of 1,600 to 4,400 square feet and this review indicated rentals or leases in the range of \$7.25 to \$11.46 per square foot with an average of \$9.48 per square foot and a median of \$9.41 per square foot. A more recent review performed in June of 2011 resulted in alternative rental units between the size of 1,500 to 3,389 square feet and this review indicated rentals or leases in the range of \$6.58 to \$13.60 per square foot with an average of \$9.60 per square foot and a median of \$8.37 per square foot. The more recent data is considered supportive of the earlier data and suggests that there has been a slight downward movement in the competitive lease or rental market. The lower or middle of the lease or rental ranges in each of the samples would be considered most suitable given the physical limitations of the existing structure, zoning limitations of the site and less desirable decentralized location for most business purposes. A rental or lease figure of approximately \$8.50 per square foot is considered reasonable and appropriate in the current market and when applied to the 2,160 square feet of first floor space would result in an annual rental or lease of \$18,360.

The proposed lease requiring use as a historical museum with related programs is a significant limitation which would most likely drastically reduce the number of potential tenants and could severely reduce the amount of a rental or lease.

Respectfully submitted,

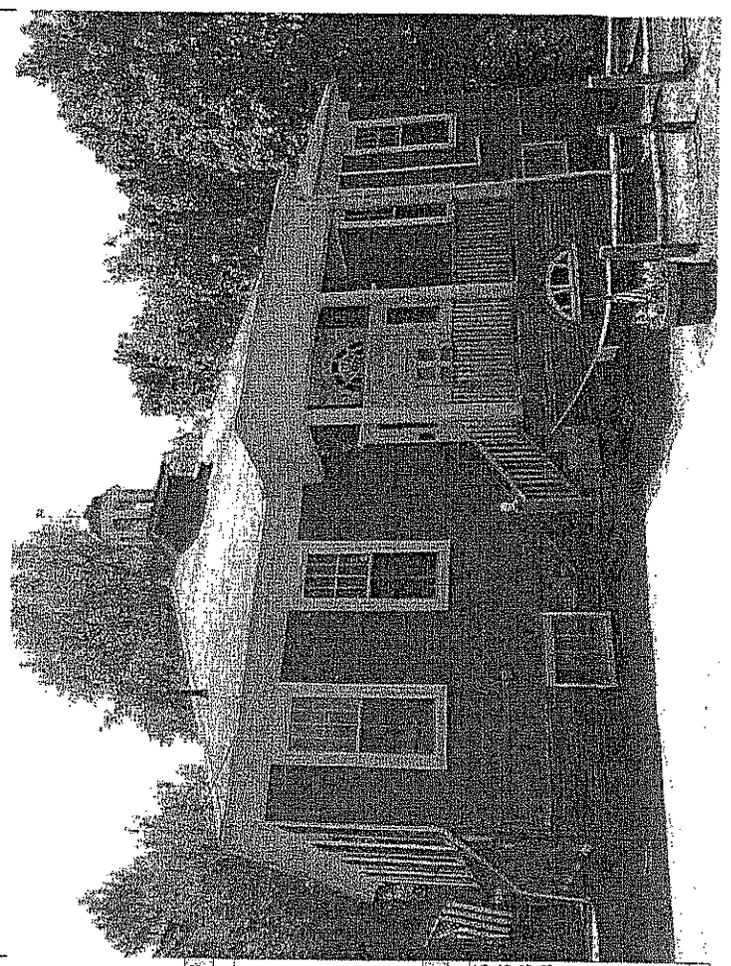
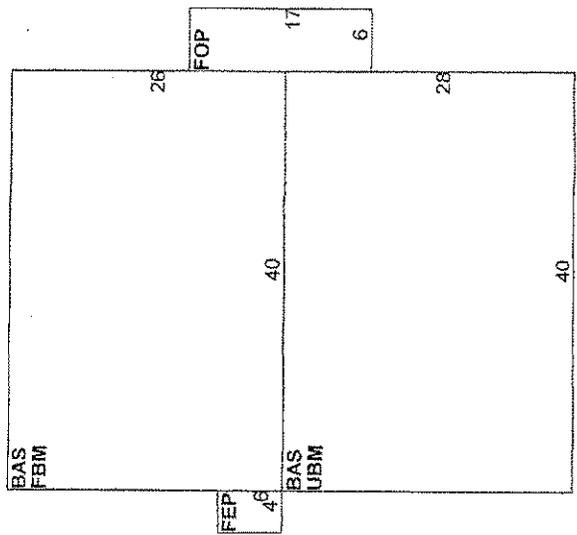
  
Gary I. Johnstone  
Assessor

9 Dale Avenue - Gloucester, MA 01930  
telephone - (978) 281-9715

Monday - Wednesday & Friday 8:30 am - 4:00 pm  
Thursday 8:30 am - 6:30 pm  
Memorial Day to Labor Day Close @ 12:30 Friday



CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cl. Ch. Description	Element	Cl. Ch. Description
83	Schools-Public		
94	Commercial		
03	Average		
1	Stories		
1	Occupancy		
14	Exterior Wall 1		
14	Exterior Wall 2		
03	Roof Structure		
03	Roof Cover		
03	Interior Wall 1		
03	Interior Wall 2		
05	Interior Floor 1		
05	Interior Floor 2		
12	Heating Fuel		
02	Heating Type		
04	AC Type		
01			
931C	MUN IMP COMM		
00	Total Rooms		
00	Total Bedrms		
2	Total Baths		
00	Heat/AC		
02	Frame Type		
02	Baths/Plumbing		
06	Ceiling/Wall		
02	Rooms/Frtns		
8	Wall Height		
0	% Conn Wall		
<b>BUILDING-SEE AREA SUMMARY SECTION</b>			
Code	Description	Living Area	Gross Area
BAS	First Floor	2,160	2,160
FBM	Basement, Finished	0	1,040
FEP	Porch, Enclosed, Finished	0	24
FOP	Porch, Open, Finished	0	102
UBM	Basement, Unfinished	0	1,120
			280
			25.51
			26.01
			68.03
			71.43
			102.04
			220,406
			74,285
			2,653
			28,571
			327,548





# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: June 27, 2011  
Re: Permission to apply for EMD grant

RECEIVED

JUN 27 2011

Mayor's Office

Dear Jim,

The Gloucester Police Department is seeking permission to apply for a grant offered by the State 911 Department for the training of Police Officers to be trained in Emergency Medical Dispatching.

Earlier this month, the Massachusetts Legislature passed legislation requiring all agencies having primary or regional PSAPs, regional secondary PSAPs, and RECCs to have their personnel trained in Emergency Medical Dispatch. This is to take effect July 1, 2012 and all personnel who will be stationed at a "Public Safety Answering Point" or a "Regional Emergency Communication Center" must receive this training prior to July 1, 2012. Training is to be provided by either vendors approved by the State Dept of E911 or by the State Dept of E911 itself.

Funding for the grant allocations are obtained through a portion of the surcharge revenues received pursuant to MGL Chapter 6A, Section 18H, cell phone surcharges.

Any funding received will be used to pay personnel costs of training, as well as software and hardware products. Any funding received would be in addition to funds received through the E911 Support and Incentive Grant. Should personnel costs be greater than the funds allocated to this Dept, a supplemental request will be made and justified.

There is no requirement that any match be provided. Applications must be submitted to the Office of Public Safety and Security within fiscal year 2012 and all training must take place within FY 2012.

I am requesting that this request and the accompanying paperwork be included in the Mayor's Report for submission to the full Gloucester City Council so that the matter can be referred to the Budget and Finance Sub-Committee for consideration. It is our hope that the full City Council will approve this grant application so that training can begin and we are fully compliant as of June 30, 2012.

Thank you in advance. Please contact me should you have any questions.

*Chief Mike Lane*



City of Gloucester  
Grant Application and Check List

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

Name of Grant: State 911 Training and EMD Grant

Department Applying for Grant: Police Dept

Agency-Federal or State application is requested from: State 911 Dept

Object of the application: receive funds for required EMD training

Any match requirements: NO

Mayor's approval to proceed: [Signature] 7/6/11  
Signature Date

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

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

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

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

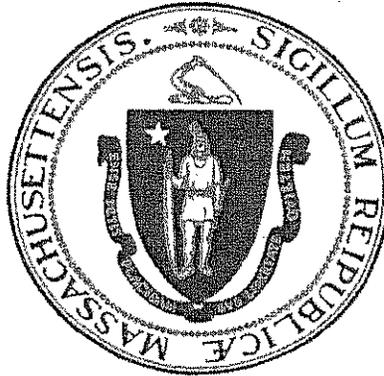
City Auditor:  
Assignment of account title and value of grant: \_\_\_\_\_  
Title Amount

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

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

**Commonwealth of Massachusetts**

**Executive Office of Public Safety and Security  
State 911 Department**



**State 911 Department  
Training Grant and Emergency Medical Dispatch Grant  
Guidelines and Application Package  
Fiscal Year 2012**

**Deval L. Patrick  
Governor**

**Timothy P. Murray  
Lieutenant Governor**

**Mary Elizabeth Heffernan  
Secretary, Executive Office of Public Safety and Security**

**Frank Pozniak  
Executive Director, State 911 Department**

**1380 Bay Street, Building C  
Taunton, MA 02780-1088  
Phone (508) 828-2911  
Fax (508) 828-2587  
[www.mass.gov/e911](http://www.mass.gov/e911)**

**WHAT'S NEW for the Fiscal Year 2012 State 911 Department Training Grant  
and Emergency Medical Dispatch Grant**

- New Emergency Medical Dispatch Grant to provide funding for allowable expenses relating to EMD services provided by a certified EMD resource and to provide, for good cause shown, supplemental funding to meet minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing EMD established by the State 911 Department not funded under the Training Grant.
- Definitions of Certified EMD Resource, Emergency Medical Dispatch Protocol Reference System, Post-Dispatch Instructions, Pre-Arrival Instructions, and Wireless State Police PSAP (pp. 2- 5).
- Revised Definition of Enhanced 911 Telecommunicator (p. 3 ).
- Revised Definition of Governmental Body (pp. 3-4).
- Revised Definition of Limited Secondary PSAP (p. 4).
- Training Grant funding allocation increased to 7% and minimum award increased to \$7, 000 (p. 6).
- Change in Training Grant Call Volume Year (2010 Call Volume) and U.S. Census Year (2010 Census) (p. 6).
- Primary PSAPs, regional PSAPs, and RECCs may be reimbursed for training expenses of a secondary PSAP or limited secondary PSAP, but EMD training/certification funding is only available for a secondary PSAP or limited secondary PSAP that is the certified EMD resource for the PSAP or for a secondary PSAP serving as the alternate for a primary PSAP. (p. 7).
- Training Grant funding shall first be used to meet minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing EMD established by the State 911 Department (p. 7).
- Funding authorized for 911 PSAP accreditation (p. 8).
- Funding authorized for membership fees (not to exceed one per PSAP or RECC) for Massachusetts Communications Supervisors Association (p. 9).
- Personnel costs of training participants revised to exclude straight time, except for straight time for attendance by new hires at the State 911 Department Dispatch Academy (p. 9).
- Language added allowing funding for the purchase, installation, replacement, maintenance, and /or upgrade of software or other products relating to the training and certification of enhanced 911 telecommunicators (p. 9).
- No funding allowed for EMD software or other EMD products at a PSAP or RECC if the PSAP or RECC provides EMD through a certified EMD resource (p. 10).
- Language added identifying Certified EMD Resource as a Category of Use under the Emergency Medical Dispatch Grant (p. 10).
- Grant submission requirements amended to require 1 original and 5 copies (p. 12).
- Budget modification between approved budget categories permitted without prior approval (pp. 12-13).

- Language added stating that the State 911 Department will e-mail the grantee an acknowledgment of receipt of grant reimbursement requests (p. 14).
- Language added outlining the process for documentation necessary to support proof of payment, reimbursement of expenses, and release of funding for certain anticipated expenditures (p.17).
- Grant funding may be authorized for fees incurred for training commenced but not completed during Fiscal Year 2012 (e.g., fees associated with long-term courses or 911 PSAP accreditation commenced but not completed during Fiscal Year 2012) (p. 15).
- Grant funding may be withheld if the grantee fails to meet reporting and/or certification requirements set forth in regulations and/or standards established by the State 911 Department (p. 19).
- Updated Training Grant forms and new Emergency Medical Dispatch Forms (pp. 15-20).
- Approved Course Training List Updated (Appendix B).

## Appendix A

ENTITY*	FINAL Eligible Award Based on Formula, Floor of \$7K
ABINGTON	\$9,931
ACTON	\$12,464
ACUSHNET	\$7,000
ADAMS	\$7,000
AGAWAM	\$18,298
AMESBURY	\$8,881
AMHERST	\$19,593
ANDOVER	\$18,948
ARLINGTON	\$22,516
ASHBURNHAM	\$7,000
ASHBY	\$7,000
ASHLAND	\$8,278
ATHOL	\$7,000
ATTLEBORO	\$24,107
AUBURN	\$10,313
AVON	\$7,000
AYER	\$7,000
BARNSTABLE (Town of)	\$40,887
BARNSTABLE COUNTY	\$54,101
BARRE	\$7,000
BEDFORD	\$7,612
BELCHERTOWN	\$7,869
BELLINGHAM	\$8,559
BELMONT	\$12,990
BERKLEY	\$7,000
BERKSHIRE COUNTY	\$19,832
BERLIN	\$7,000
BEVERLY	\$22,712
BILLERICA	\$21,377
BLACKSTONE	\$7,000
BOLTON	\$7,000
BOSTON	\$650,688
BOURNE	\$13,246
BOXBOROUGH	\$7,000
BOXFORD	\$7,000

ENTITY*	FINAL Eligible Award Based on Formula, Floor of \$7K
BOYLSTON	\$7,000
BRAINTREE	\$22,319
BRIDGEWATER	\$13,981
BROCKTON	\$74,422
BROOKLINE	\$32,917
BURLINGTON	\$15,323
CAMBRIDGE	\$72,551
CANTON	\$12,567
CARLISLE	\$7,000
CARVER	\$7,000
CHARLTON	\$7,502
CHELMSFORD	\$17,902
CHELSEA	\$30,914
CHICOPEE	\$39,976
CLINTON	\$7,823
COHASSET	\$7,000
CONCORD	\$10,410
DALTON	\$7,000
DANVERS	\$16,677
DARTMOUTH	\$21,463
DEDHAM	\$15,666
DENNIS	\$11,355
DEVENS	\$7,000
DIGHTON	\$7,000
DOUGLAS	\$7,000
DOVER	\$7,000
DRACUT	\$15,379
DUDLEY	\$7,000
DUKES COUNTY	\$11,599
DUXBURY	\$8,059
EAST BRIDGEWATER	\$7,650
EAST LONGMEADOW	\$9,431
EASTHAM	\$7,000
EASTHAMPTON	\$9,179
EASTON	\$11,966
ESSEX	\$7,000
EVERETT	\$29,126

ENTITY	FINAL Eligible Award Based on Formula, Floor of \$7K
FAIRHAVEN	\$10,165
FALL RIVER	\$69,713
FITCHBURG	\$28,944
FOXBOROUGH	\$9,452
FRAMINGHAM	\$44,295
FRANKLIN	\$15,679
FREETOWN	\$7,000
GARDNER	\$12,594
GEORGETOWN	\$7,000
GLOUCESTER	\$16,163
GRAFTON	\$9,081
GRANBY	\$7,000
GREAT BARRINGTON	\$7,000
GREENFIELD	\$12,960
GROTON	\$7,000
GROVELAND	\$7,000
HADLEY	\$7,000
HALIFAX	\$7,000
HAMILTON	\$7,000
HAMPDEN	\$7,000
HANOVER	\$8,042
HANSON	\$7,000
HARVARD	\$7,000
HAVERHILL	\$39,397
HINGHAM	\$13,051
HOLBROOK	\$7,000
HOLDEN	\$8,808
HOLLISTON	\$7,000
HOLYOKE	\$34,802
HOPKINTON	\$7,330
HUDSON	\$10,190
HULL	\$7,000

ENTITY*	FINAL Eligible Award Based on Formula, Floor of \$7K
IPSWICH	\$7,000
KINGSTON	\$7,600
LAKEVILLE	\$7,000
LANCASTER	\$7,000
LAWRENCE	\$61,834
LEE	\$7,000
LEICESTER	\$7,000
LEOMINSTER	\$25,219
LEXINGTON	\$17,581
LINCOLN	\$7,000
LITTLETON	\$7,000
LONGMEADOW	\$8,830
LOWELL	\$71,613
LUDLOW	\$11,845
LUNENBURG	\$7,000
LYNN	\$63,813
LYNN REGIONAL SECONDARY	\$42,465
LYNNFIELD	\$7,000
MALDEN	\$38,333
MANCHESTER	\$7,000
MANSFIELD	\$12,253
MARBLEHEAD	\$10,339
MARION	\$7,000
MARLBOROUGH	\$23,422
MARSHFIELD	\$14,129
MATTAPOISETT	\$7,000
MAYNARD	\$7,000
MEDFIELD	\$7,000
MEDFORD	\$32,732
MEDWAY	\$7,000
MELROSE	\$14,820
MENDON	\$7,978
MERRIMAC	\$7,000
METHUEN	\$27,848

ENTITY	FINAL Eligible Award Based on Formula, Floor of \$7K
MIDDLEBORO	\$13,707
MIDDLETON	\$7,000
MILFORD	\$17,917
MILLBURY	\$7,694
MILLIS	\$7,000
MILTON	\$15,591
MONSON	\$7,000
MONTAGUE	\$7,000
NAHANT	\$7,000
NANTUCKET	\$7,000
NATICK	\$9,016
NEEDHAM	\$14,828
NEW BEDFORD	\$86,801
NEW BRAINTREE MSP	\$14,083
NEWBURY	\$7,000
NEWBURYPORT	\$9,965
NEWTON	\$48,057
NORFOLK	\$7,000
NORTH ADAMS	\$11,243
NORTH ANDOVER	\$15,547
NORTH ATTLEBOROUGH	\$14,758
NORTH READING	\$7,451
NORTHAMPTON	\$23,140
NORTHBOROUGH	\$7,480
NORTHBRIDGE	\$8,572
NORTON	\$9,834
NORWELL	\$7,000
NORWOOD	\$17,721
OXFORD	\$8,365

ENTITY	FINAL Eligible Award Based on Formula, Floor of \$7K
PALMER	\$7,894
PAXTON	\$7,000
PEABODY	\$30,388
PEMBROKE	\$9,869
PEPPERELL	\$7,000
PITTSFIELD	\$35,674
PLAINVILLE	\$7,000
PLYMOUTH	\$33,794
PRINCETON	\$7,000
PROVINCETOWN	\$7,000
QUINCY	\$59,744
RANDOLPH	\$49,272
RAYNHAM	\$8,783
READING	\$12,295
REHOBOTH	\$7,000
REVERE	\$36,549
ROCHESTER	\$7,000
ROCKLAND	\$10,901
ROCKPORT	\$7,000
ROWLEY	\$7,000
RUTLAND	\$7,000
SALEM	\$28,377
SALISBURY	\$7,000
SANDWICH	\$11,584
SAUGUS	\$17,482
SCITUATE	\$9,277
SEEKONK	\$7,945
SHARON	\$8,568
SHELBURNE FALLS MSP	\$26,260
SHERBORN	\$7,000
SHIRLEY	\$7,000
SHREWSBURY	\$10,255
SOMERSET	\$10,228
SOMERVILLE	\$47,496

ENTITY	FINAL Eligible Award Based on Formula, Floor of \$7K
SOUTH HADLEY	\$9,876
SOUTHAMPTON	\$7,000
SOUTHBOROUGH	\$7,000
SOUTHBRIDGE	\$11,202
SOUTHWICK	\$7,000
SPENCER	\$7,198
SPRINGFIELD	\$164,997
STERLING	\$7,000
STONEHAM	\$11,867
STOUGHTON	\$15,837
STOW	\$7,000
STURBRIDGE	\$7,000
SUDBURY	\$9,076
SUTTON	\$7,000
SWAMPSCOTT	\$8,192
SWANSEA	\$9,393
TAUNTON	\$40,302
TEMPLETON	\$7,000
TEWKSBURY	\$16,632
TOPSFIELD	\$7,000
TOWNSEND	\$7,000
TRURO	\$7,000
TYNGSBOROUGH	\$7,000
UPTON	\$7,000
UXBRIDGE	\$7,166
WAKEFIELD	\$13,773
WALPOLE	\$12,711
WALTHAM	\$36,751
WARE	\$7,000
WAREHAM	\$14,831
WARREN	\$7,000
WATERTOWN	\$19,003
WAYLAND	\$7,000
WEBSTER	\$11,418
WELLESLEY	\$14,286
WELLFLEET	\$7,000
WEST BOYLSTON	\$7,000

ENTITY*	FINAL Eligible Award Based on Formula Floor of \$7K
WEST BRIDGEWATER	\$7,000
WEST NEWBURY	\$7,000
WEST SPRINGFIELD	\$23,030
WESTBOROUGH	\$11,468
WESTFIELD	\$25,524
WESTFORD	\$10,688
WESTMINSTER	\$7,000
WESTON	\$7,000
WESTPORT	\$8,354
WESTWOOD	\$8,654
WEYMOUTH	\$32,701
WILBRAHAM	\$8,400
WILLIAMSTOWN	\$7,000
WILMINGTON	\$12,202
WINCHENDON	\$7,000
WINCHESTER	\$10,637
WINTHROP	\$9,161
WOBURN	\$24,132
WORCESTER	\$160,695
WRENTHAM	\$7,025
YARMOUTH	\$19,348



**ROTARY INTERNATIONAL**

GLOUCESTER ROTARY CLUB

P.O. Box 1228, Gloucester, Massachusetts 01930

Mrs. Jackie Hardy  
City Council President  
City Hall  
9 Dale Avenue  
Gloucester, MA 01930

CITY CLERK  
GLOUCESTER, MA  
11 JUL -5 AM 11:32

June 29, 2011

Dear President Hardy,

The Gloucester Rotary Club is proud of its Centennial Project that saw the donation of playground equipment, park benches, pic nic tables and benches, handicap accessibility, and plantings to Gloucester's historic Stage Fort Park. The club has also, when possible done work at the park in terms of bulb plantings and spreading of bark mulch to enhance the aesthetics of the park area.

While the club has contributed significantly to the rehabilitation of Stage Fort Park as well as provided support for other organizations in our community, The Gloucester Rotary Club does not have the financial resources to continue to absorb and assume all costs for equipment at the park or maintaining the grounds and safety needs of the park and play areas.

Rotary has been awaiting written confirmation from the City of its having assumed responsibility for this equipment and site so that Rotary is held harmless -- the club's receipt of such confirmation at your earliest convenience would be greatly appreciated.

On behalf of the Gloucester Rotary Club please accept our appreciation for your assistance with this matter.

Best Regards

A handwritten signature in cursive script, appearing to read "Josh Arnold".

Josh Arnold  
Rotary Club President