

CITY CLERK
GLOUCESTER, MA
11 AUG 10 AM 11:18



GLOUCESTER CITY COUNCIL

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

Budget & Finance Committee

Thursday, August 18, 2011 – 6:00 p.m.
1st Fl. Council Committee Rm. – City Hall

AGENDA

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

1. *Continued Business:*

- A) 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 (Cont’d from 08/04/11)
- B) Review and recommendation for the disposition of real property for the Magnolia School House (Blynman School) (Cont’d from 07/21/11)
- C) Policy for the Security of Historical Murals stored under the Kyrouz Auditorium Stage (Cont’d from 7/7/11)

2. *Review of Existing Harbor Walk Grant Acceptance*

3. *Memorandum & Request for Proposals for Lease & Development of 65 Rogers Street (I4-C2)*

4. *Supplemental Appropriation-Budgetary Request (2012-SA-1) from Community Development Department*

5. *Supplemental Appropriation-Budgetary Request (2012-SA-2) from Community Development Department*

6. *Memorandum & Supplemental Appropriation-Budgetary Request (2012-SA-3) from Director Public Works*

7. *Memorandum from CAO & Special Budgetary Transfer Request (2012-SBT-1)*

8. *Memorandum from Fire Chief re: implementation of an annual fee for non-city radio box owners*

9. *Grant Application & Checklist from Council on Aging re: Title IIIB of the Older Americans’ Act*

10. *Memorandum from City Auditor re: creation of new “Agency Fund” (Fund 890000)*

11. *CC2011-035 (Hardy) Fund, construct permanent four season comfort stations (bathrooms) along Stacy Boulevard & Harbor Walk*

12. *Memorandum from CAO re: establishment of the Emergency Management Department*

13. *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
Dr. Richard Safier/Tom Markham
Dale Brown/Judith Hoglander
Sarah Garcia/Gregg Cademartori
Mike Hale
Fire Chief Phil Dench
Donna Compton
Lucy Sheehan

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.



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

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 *(Signature)*
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 MADAMMA

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: John Madamma Date: 5/11/11

Supervisor's Signature: Shary Schubing Date: 5/17/11

CFO: James S. Madama 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) 43.75
 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 #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 \$2.50
 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



THANK YOU!

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

CHARGE: -52.07
 Cash Tendered: 100.00
 AMOUNT DUE: \$47.93
 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> -16.53
 2 2 LITER 5.88
 Coke

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



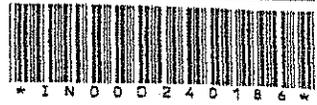
Fargo Enterprises, Inc.

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

Invoice

3

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



Sold To:

John Madama
978-281-8770

**RUSH ORDER
EXPEDITED
DO NOT DELAY**

Ship To:

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

Order No. AMA1030D170425125828	Order Date Apr 19, 2011	Customer No. AMAZON	PO Number 103-0017042-5125828	Ship Via UPS 3 Day Select	Terms AMAZON
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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.

Thank You!!

* **On-Line Store: www.Micro-Tools.com** *

Sensor Cleaning Instructions: CleaningDigitalCameras.com • Watch Repair Tool Help: WatchRepairToolGuide.com

RUSH ORDER EXPEDITED DO NOT DELAY							
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Comments:

Tax summary:

OE0001 0.00

Subtotal
Total sales tax

41.90
0.00

Total amount
Less payment
Less pmt. disc

41.90
0.00
0.00

Amount due

41.90

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

Picking Slip



Fargo Enterprises, Inc.

Home at 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**

Ship To:

John Madama

JOHN MADAMA
 16 ROCKY NECK AVE.
 2ND FLOOR REAR
 GLOUCESTER, MA 01930
 US

**EXPEDITED
 DO NOT DELAY**

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
F03DA	2	EA			21-130	2-in-1 Gearbox KR
<p>RUSH ORDER EXPEDITED DO NOT DELAY</p>						

F

www.Micro-Tools.com



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	HYPOLINE TRACKERS	180.29
4/19	DEVA / FROM	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: _____

Glenn S. Volpe

Date: 5/18/11

PITSCO

EDUCATION

CATALOG 800-835-0886 CURRICULUM 800-828-5787 HEARLIHY 866-622-1003

P.O. Box 844168
Dallas, TX 75284-4168
Invoice Inquiry 1-888-774-8728

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 DELTA CPOFREYNE 800-258-1302 WI 5644

04/21/2011 DBT Purchase \$180.29 \$6,256.41

Memo: PITSCO INC 620-231-0000 KS 5644

04/21/2011 Direct Deposit \$1,619.36 \$6,438.70

Memo: CITY OF GLOUCEST PAYROLL

04/20/2011 DBT Purchase \$29.33 \$4,619.34

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

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

(Last) Page: 1

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>

the paving will likely take place in the fall. **Peter Jackson**, Crowell Avenue made note of walking down Tolman Avenue seeing it was just paved. The Committee commented this was done solely by the abutters of Tolman Avenue, a private way. **Mr. Jackson** would appreciate knowing if there were any pending projects to open the roadway and if so could it be done prior to the paving project. The Committee did not have that kind of information at hand; however, **Councilor McGeary** noted that the City makes sure that the road is laid out properly; a well built road can take a cut. **Karen McLane**, 8 Crowell Avenue noted flooding from the road that when the road is plowed dirt and debris ends up in her driveway which has accumulated into a large mound that can not be shoveled away by hand; and causes the flooding as she is the last house on this street. She asked if there would be able to have this ameliorated by this paving process. **Councilor Curcuru** asked that the DPW Director walk this roadway to view it. **Councilor Hardy** asked if they should ask the City to take this as a public way now. **Councilor Curcuru** stated this road has to be in a condition to be able to be taken as a public way. **Mr. Duggan** wanted the DPW Director and the City Engineer to examine the private way thoroughly first before it is paved and moved forward to be taken as a public way.

The Budget & Finance Committee requested through the Mayor's office that the DPW Director and the City Engineer walk Crowell Avenue to view possible road issues prior to any joint paving project currently under consideration by the City with a focus on the property at the end of the road which reportedly City plows have inadvertently created a mound of dirt and road debris.

5. *Grant Application and Checklist from the Committee for the Arts for an \$8,000 grant from the Bruce J. Anderson Foundation for City Hall mural restoration – Grant Acceptance*

Dale Brown, Committee for the Arts spoke about the receipt of a grant from the Bruce J. Anderson Foundation of \$8,000 to start the restoration of the City Hall WPA murals. This is the first money to start this. They have a pending application before the Community Preservation Committee and that hope that will push the project forward. This is to do all the Charles Winter murals with the exception of one. They are excited to get this grant. **Councilor Curcuru** asked how many murals altogether. **Ms. Brown** stated there are 11 or 12. This proposal was to do seven murals. They're working on the proposal with the CPC and have increased that amount asking for \$15,000 which would be \$5,000 each year for three years. Their Committee's annual appropriation will also go towards this project. If they can get \$45,000 to \$50,000 it would get the seven murals restored. It is a matter of cleaning them. On inquiry from **Councilor McGeary**, **Ms. Brown** noted the costs for the murals vary. The one over the City Clerk's door, for instance is \$8,000 for restoration. The Mayor's office mural is \$8,500. The City Government mural would be \$7,500, another \$2,500. It will be a combination of funding and logistics. This is all for actual restoration. **Councilor Hardy** questioned why they are splitting the money requested from the CPC to be over three years, pointing out they can always cut it but can't increase it. **Ms. Brown** responded it was felt their application would be looked upon more favorably for acceptance of funding by the CPC if it was spread out over three years as opposed to requesting it in one lump sum. **Councilor Hardy** thanked Ms. Brown for her and her Committee's efforts and the presentation made several months ago to the City Council. She expressed concern regarding the murals under the stage. She thought the Administration and her Committee should have an agreement as to who should be responsible for their handling and movement.

MOTION: On motion by Councilor Hardy, seconded by Councilor McGeary, the Budget & Finance Committee voted 3 in favor, 0 opposed to recommend to the City Council under MGL c. 44, §53A to accept a grant for \$8,000.00 from the Bruce J. Anderson Foundation for the funding of the City Hall WPA Mural Restoration.

The Budget & Finance Committee requested through the Mayor's office that the Administration work jointly with the Committee for the Arts to develop a policy for the security of historical murals stored under the Kyrouz Auditorium stage at City Hall and for a report back to the Budget & Finance Committee for its August 18, 2011 meeting.

6. *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*

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.

Don Compton **Purchasing Agent** 6/23/11
NAME POSITION DATE

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.

[Signature] **Facilities Director** 6/25/11
NAME POSITION DATE

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.

[Signature] **Assessor** 6/23/11
NAME POSITION DATE

Legal Department:

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

[Signature] **General Counsel** 6/27/11
NAME POSITION DATE

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.

[Signature] **Mayor** 7/6/11
NAME POSITION DATE

City of Gloucester

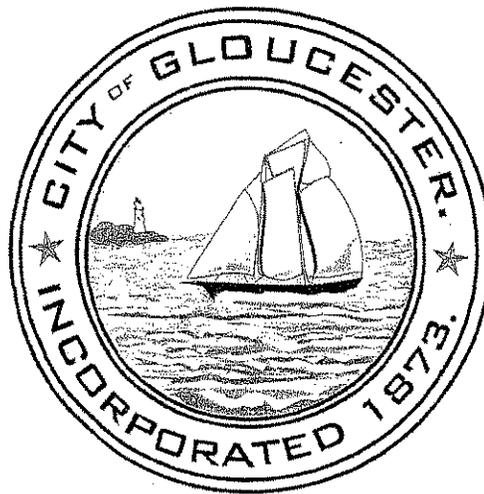
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



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** 1st flr 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:

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

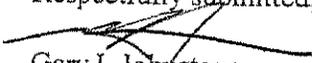
From: Gary Johnstone, Assessor

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

CURRENT OWNER GLOUCESTER CITY OF FULLER SCHOOL GLOUCESTER, MA 01930 0000 Additional Owners:		UTILITIES		SALE PRICE		ASSOCIATED		ASSESSMENT		ASSESSMENT HISTORY	
TOPO.		SERV. ROAD		LOC.		ASSOC PID#		CURRENT ASSESSMENT		PREVIOUS ASSESSMENTS HISTORY	
Other ID: SUB-DIV PP ACCT WARD PREC.		0174 0003 001		0		01/01/1895		Code 9310 9310		Yr. Code 196,500/2009 9030 145,200/2010 9310 147,200/2009 9030	
GIS ID: 9287		RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		Appraised Value		Assessed Value	
GLOUCESTER CITY OF								341,700		341,700	

EXEMPTIONS		OTHER ASSESSMENTS		APPRaised VALUE SUMMARY	
Year	Type	Description	Code	Amount	Comm. Int.
Total:		Total:		341,700	338,700
This signature acknowledges a visit by a Data Collector or Assessor					

ASSESSING NEIGHBORHOOD		NOTES	
NBHD/SUB	STREET INDEX NAME	TRACING	BA1CH
3/A			
BLYNMAN SCHOOLHOUSE FORMER BLYNMAN SCHOOL			

BUILDING PERMIT RECORD		CHANGE HISTORY	
Permit ID	Issue Date	Description	Comments
9121-919	11/15/1999	Commercial Remodel	REPLACE PORCH DAYCARE
LA-5497	09/01/1995		

LAND-LINE VALUATION SECTION		VALUATION	
B #	Use	Zone D	Frontage
1	931C MUN IMP COMM	R-30	14,060 SF
			Depth
			Units
			8.26
			Price
			6,000
			Amount
			0
			Insp. Date
			0
			% Comp.
			0
			Date Comp.
			Disc
			1.0000
			S.A.
			6
			I. Factor
			1.25
			Acre
			0.32
			Parcel Total Land Area
			0.32 AC

VALUATION		VALUATION	
Unit Price	Notes-Adj	Special Pricing	Adj. Unit Price
8.26			10.32
			Land Value
			145,200

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
Total Appraised Parcel Value	Valuation Method:	Net Total Appraised Parcel Value	Adjustment:
341,700		341,700	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
Total Appraised Parcel Value	Valuation Method:	Net Total Appraised Parcel Value	Adjustment:
341,700		341,700	

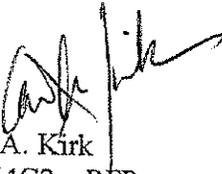
NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
Total Appraised Parcel Value	Valuation Method:	Net Total Appraised Parcel Value	Adjustment:
341,700		341,700	

City Hall
Nine Dale Ave
Gloucester, MA 01930



TEL 978-281-9700
FAX 978-281-9738
ckirk@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

 MEMORANDUM

TO: City Council
FR: Mayor Carolyn A. Kirk
RE: 65 Rogers St. / I4C2 - RFP
DT: August 3, 2011

Councilors,

We are pleased to submit to you the Request for Proposals (RFP) for the long-term lease and development of the 65 Rogers St. lot commonly known as I4C2. The Administration is seeking City Council authorization to lease this property.

Although the RFP is more complicated than other long-term leases because it includes a pre-development agreement, it needs to go through the same approval process as any other lease. Section 2-3(e) of the code of ordinances requires City Council authorization to lease property by two thirds vote of the full Council.

Our vision for the parcel is for a diversity of uses that supports Gloucester's harbor economy which is comprised of the fishing industry, the maritime economy, and the visitor-based economy. We believe that with the city's existing assets (the wharf and docks), the prominence of the parcel along the Harborwalk, and its proximity to downtown, the right developer will be able to attract the mix of tenants that in total will conform to the existing zoning in the area.

I want to thank Community Development Director and Harbor Coordinator Sarah Garcia for her tireless efforts to bring this RFP forward. It strikes a good balance between protecting the city's interests, attracting motivated developers, and demonstrating that the city is serious about the development of this property in a manner that suits the values of the community.

We look forward to City Council review and approval of the Administration's request to lease the property located at 65 Rogers St.

Thank you.



City of Gloucester

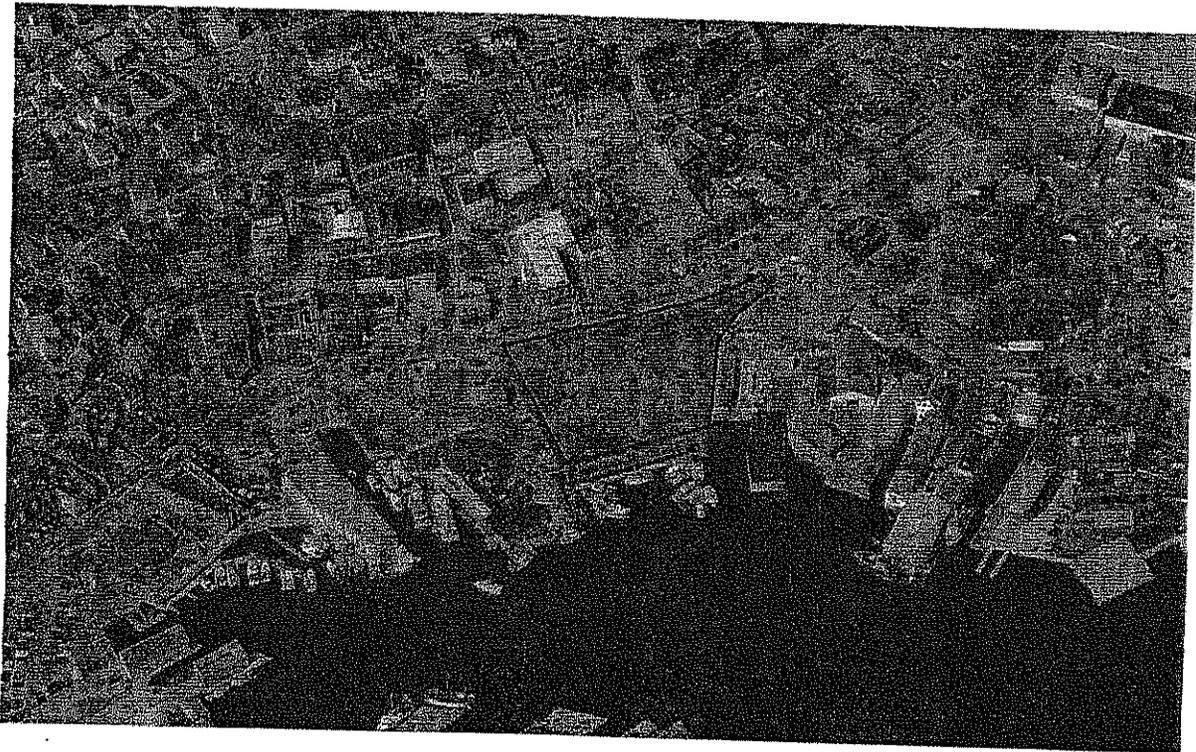
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, MA 01930

Telephone 978 281-9710 Fax 978 281-8763

www.gloucester-ma.gov



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

1.82 acre Waterfront Site
Designated Port Area
Gloucester, MA

RFP Available to Proposers

Date of Property Open House:



RFP Deadline for Submission and
 Opening Date:

TABLE OF CONTENTS

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

I.	Newspaper Advertisement	3
II.	Introduction	4
III.	Site Location and Description	5
IV.	Development Objectives	6
V.	Maritime Use - Zoning and Chapter 91	9
VI.	Development Parameters	10
VII.	RFP Submission Requirements	11
VIII.	Selection Process	16
IX.	Terms and Conditions	19
Exhibit A	Disclosure of Beneficial Interest Statement	22
Exhibit B	Tax Compliance & Attestation Statement.....	23
Exhibit C	Certificate of Non Collusion	23
Exhibit D	Hazardous Material Release.....	23
Exhibit F	Qualification & Proposal Information.....	24
Exhibit G	Assessor's Information.....	25
Appendix A	Executive Summary, Summary Appraisal Report, Shuka Associates, Inc, Beverly MA, September 24, 2009.	
Appendix B	Site Plans: 65 and 65R Rogers Street	
Appendix C	Land Parcel Map of Inner Harbor: DPA and MI zones	
Appendix D	Summary of Water-dependent-industrial uses in DPAs	
Appendix E	Comment from the city's Waterways Board on dockage for The Property	

Links to the following plans may be found at www.gloucester-ma.gov, Community Development Department page, Harbor Planning and Development.
 2009 Approved Harbor and DPA Master Plan
 2010 Harbor Economic Development Plan
 Under Idea Development: Schematic Designs and Meeting Minutes
 2008 Community Values Statement that guides development on the harbor



PART I NEWSPAPER ADVERTISING

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

Please run this ad as small as possible on Friday, *date* and again on Friday, *date*

**CITY OF GLOUCESTER
REQUEST FOR PROPOSALS #11204**

The City of Gloucester solicits proposals for the long-term lease of 65 Rogers Street, a 1.82 acre parcel on the city's inner harbor, in the historic heart of the fishing industry and one block from Main Street and the Civic Center District. The City seeks development that contributes to the ongoing public investment in creating a downtown harbor destination and enhancing the growth of Gloucester's unique waterfront industrial economy. The Mayor and the City Council have declared this city-owned property available for disposition by lease. The City seeks a development of the property for Lease subject to the terms and conditions contained in the RFP. The RFP will be available at the Office of the Purchasing Agent on *date* upon receipt of a non refundable \$15 fee payable by check. Proposals must be received at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than *date*. An Open House is scheduled on *date* from 11 a.m. to 12 p.m. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, MA.

**Donna Compton
Purchasing Agent**

Central Register for 30 days



Part II Introduction

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

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

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

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

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

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

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

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



III. Site Location and Description

The Property (also known as 14C2) is located in Gloucester's inner harbor on a small protected embayment locally known as Harbor Cove. The site contains 1.819 acres of land positioned between Rogers Street and the City's commercial marina at 65R Rogers Street.

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

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

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

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

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



IV. Development Objectives

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

About the Schematic Design Process:

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

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

Development Objectives to Guide Development:

1. Generating Revenue

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

2. Strengthening the Waterfront Economy

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

Potential Uses include, but are not limited to:

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

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

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

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



Ideas for potential new maritime uses have included:

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

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

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

3. Public Spaces

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

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

4. Design

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

5. Parking and Traffic Considerations

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

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

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

6. Dockage

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

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

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

7. Special consideration



Special consideration will be given to proposals that include:

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



V. Regulatory Requirements: Zoning and Chapter 91

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

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

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

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

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

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

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

Chapter 91 and Designated Port Area regulations

The Property is entirely within the Designated Port Area.

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

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

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

1. Water-dependent industrial uses (including commercial fishing and fish processing facilities, harbor cruise and ocean-going cruise terminals, boatyards and other facilities related to the construction, serving, maintenance, repair or storage of vessels or other marine structures, and other industrial or infrastructure facilities which cannot reasonably be located at an inland site) must occur on fifty percent (50%) or more of the total area of a Designated Port Area.
2. Commercial and industrial uses are allowed as "Supporting DPA Uses" with the following limitations:
 - no more than 50% of a DPA project site may be in such non-water-dependent uses;
 - there must be a direct economic or operational support to water-dependent industrial uses;
 - apartments/condominiums, hotels/motels are explicitly prohibited, and
 - recreational boating may only be accommodated on temporary (chapter 10A) floats that may be licensed annually by the Harbormaster.

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



VI. Development Parameters

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



VII. RFP Submission Requirements

Overview:

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

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

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

No submittals will be accepted after said time and date.

2. All proposals must contain the following:

- A. Cover Page
- B. Table of Contents
- C. Description of Development Entity
- D. Description of Development Team
- E. Development Concept
- F. Summary of Relevant Projects
- G. Other Factors
- H. References

Exhibit A, Disclosure of Beneficial Interest Statement

Exhibit B, Tax Compliance & Attestation Statement

Exhibit C, Certificate of Non Collusion

Exhibit D, Hazardous Material Release

Exhibit F, Qualifications & Proposal Information

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

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

4. **Site Inspection** A Site Inspection will be held: **date from 11:00 - 12:00 p.m.** As indicated in Section VIII ("Selection Process"), the City will host a tour of the site for all interested parties well in advance of the submission deadline. All submittals will be reviewed for compliance with, and are subject to, the criteria, procedures, submission requirements, and development and design guidelines outlined in the document. All submission materials are public documents.

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

Over the years, the City, its agents and its tenants have undertaken environmental and engineering studies of the condition of The Property and its facilities. These studies may provide valuable context for further analysis, but should not be relied upon by the development entity in applications for local, state or federal development approvals or in preparation of its development and construction cost estimates or plans. Under the terms of the lease the lessee will be solely responsible for management and cost of any environmental and engineering



studies that will have be prepared as part of such applications. In addition, any and all cost, including but not limited to environmental remediation, due to known or unknown conditions, including, but not limited to any and all contamination as defined by local, state and federal laws and /or agencies, currently known or unknown to the the City, the designated developer or any other individual at the project site, will be absorbed and paid for solely by the designated developer. The designated developer will release, indemnify, and hold harmless the City from any and all obligations it may have in regard to or claims that may arise from any known or unknown conditions at the project site as stated herein.

6. Permits and Approvals

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

7. Addendum

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

DESCRIPTION OF SUBMITTAL REQUIREMENTS

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

A. Cover Page

The cover Page should include the following information.

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

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

B. Table of Contents

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

C. Description of the Operating/Development Entity

(submit Exhibit F)

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



D. Description of the Operating/Development Team

The Proposer shall identify all participants in the operating/development team (both employees of the operating/development entity, as well as third party consultants), including any real estate brokerage firms working on behalf of the Proposer and including those members responsible for any building design, landscape and site design, engineering, environmental and other permitting, legal and financial analysis, and community relations. In identifying the operating/development team, the Proposer should include a brief profile for each participating firm, as well as, the resumes of the key personnel, who would be assigned to the project. The Proposer should also identify any proposed lending institutions that may participate in the proposed development.

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

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

E. Development Concept

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

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

2. Supporting documentation should include:

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

3. Management and Schedule of Performance

- Preconditions for development of the proposed project (or phases thereof).



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

4. Market and Financial Analysis Plan

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

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

F. Financial Submittal

Proposals must contain an offer to lease the property.

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

- Pre-Possession Payments and Construction Period Rent – These should conform to the parameters in Section VIII.3 and IX.A.
- Minimum Guaranteed Rent – The annual rent that the Proposer offers to pay to the City. Minimum rent should escalate over time based upon the Consumer Price Index or other mutually agreed-upon method of adjustment. For the purposes of the evaluation, Minimum Guaranteed Rent will be given higher weight than Participation Rent.
- Participation Rent – The Proposer is encouraged to offer Participation Rent. Participation Rent is rent to be paid in addition to Minimum Rent and is based on a percentage of the project's annual gross revenues, or above certain thresholds of gross revenue, and/or from refinancings or sales.

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

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

Other Financial Benefits

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



G. Summary of Relevant Projects

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

H. Other Factors

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

I. References

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

Exhibit A, Disclosure of Beneficial Interest Statement

Exhibit B, Tax Compliance & Attestation Statement

Exhibit C, Certificate of Non Collusion

Exhibit D, Hazardous Material Release

Exhibit F, Qualifications Information



VIII. Selection Process

Overview

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

1. RFP Proposal Review Criteria

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

A. Capability of Development Organization

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

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

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

B. Capability of Development Team

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

C. Development Concept

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

a. Proposed Uses:



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

b. Management and Schedule of Performance

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

c. Market and Financial Analysis Plan

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

D. Financial Submittal

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

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

2. Rating

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

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

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

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



3. Agreement

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

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

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

4. RFP Process and Schedule

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

EVENT	TIME	DATE
Requests for Proposals Issued	12 Noon	XXXX
Registration deadline for Site Tour	5:00 pm	XXXX
Site Tour	11:00 am	XXXX
Questions on RFP due in writing to City	5:00 pm	XXXX
Written Responses to Questions to RFP available	12 Noon	XXXX
RFP Submission Deadline	12 Noon	XXXX

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

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

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

5. Contact Person

The contact person for this RFP is:

Donna Compton, Purchasing Agent
 City of Gloucester
 9 Dale Avenue
 Gloucester, MA 01930
 Telephone: 978-281-9710
 Fax:
 Email: dcompton@gloucestser-ma.gov



IX. Terms and Conditions

A. Lease

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

City Council has authorized a lease term of up to 50 years. The lease term would commence upon the possession date.

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

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

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

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

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

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

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

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

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



The lessee may not transfer or assign its leasehold interest in the property to any unrelated party prior to the completion of the project as evidenced by a certificate of occupancy and a certificate of completion by the City (except that reasonable provisions for assignment to a lender in foreclosure during construction shall be negotiated). Thereafter, the lessee may transfer or assign its interest to an unrelated party only by approval and under such terms as may be negotiated by the parties, with the intent that the City be satisfied that assignees be reputable, financially sound, and capable owners/operators/managers of the proposed project. The lease shall provide for annual unsubordinated rent payments to the City which would entail fixed payments that escalate over time as well as pre-possession and construction period rent. The City also anticipates the lease will include some form(s) of participation rent which may be unsubordinated rent.

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

B. Environmental Review and Permitting

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

C. Miscellaneous Provisions

1. The City reserves the right to withdraw this RFP at any time, with or without reason, at its sole and absolute discretion. In such event, the City shall not be liable to any actual or potential Proposer for costs or expenses incurred by them as a result of the withdrawal of the RFP. The City reserves the unqualified right, in its sole and absolute discretion, to reject any or all submittals, to withdraw at anytime from this process with no recourse for any Proposer, to undertake discussions and modifications with one or more Proposer or any third party, and to proceed with that proposal of modified proposal if any, which in its judgment will, under the circumstances, best serve the public interest, and to waive defects in the filing of or contents of any proposal.
2. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. Although information has been obtained from sources deemed reliable, the City makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely, or that such information accurately represents the conditions that would be encountered at the site, now or in the future. The furnishing of such information by the City shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a proposal to the City, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the City, or any third party who prepares such information for the City, liable or responsible therefore in any manner whatsoever.
3. The City reserves the right in its sole discretion to develop the project using any chosen approach, or to select for consideration as the Proposer any organization, or to request further information from any Proposer, or to select a Proposer in whatever manner chosen by the City, or to not proceed with such selection. The City reserves the right at its sole discretion to develop the project on any schedule.
4. At any time, or from time to time after the receipt by the City of responses to this RFP, the City may give written notice to the Proposer to furnish additional information relating to its proposal and may give written notice to the Proposer to meet with designated representatives of the City with respect to its proposal. Neither the furnishing of the RFP to the Proposer, nor the submission of any materials, documents, or other information by the Proposer, nor the acceptance thereof by the City, nor any correspondence, discussions, meetings or other communications between the Proposer and the City, nor anything stated by the City in or at any such correspondence, discussions, meetings or other communications shall be construed or interpreted by the Proposer to mean that the City has made a determination that the Proposer shall be selected as the Developer,



nor deemed to impose any obligations whatsoever on the City to compensate or reimburse the Proposer for any costs or expenses incurred in connection with its response to this RFP.

5. The City may consult references familiar with the Proposer regarding the Proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the Proposal. Submission of a Proposal in response to this RFP shall constitute permission for the City to make such inquiries, and authorization to third parties to respond thereto.

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

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

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

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



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

SUCCESSFUL PROPOSER ONLY

SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE

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

Disclosure of Beneficial Interests in Real Property Transaction

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

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

Name	Address
_____	_____
_____	_____
_____	_____

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

Name	Title or Position
_____	_____
_____	_____

5. 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: _____ Printed name: _____
 Title: _____ Date: _____



Exhibit B TAX COMPLIANCE & ATTESTATION STATEMENT

IF A CORPORATION:

State in which Incorporated _____
 President _____
 Treasurer _____
 Secretary _____

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

IF A PARTNERSHIP (Name All Partners):

Name	Address	City	State/Zip
_____	_____	_____	_____
_____	_____	_____	_____

IF AN INDIVIDUAL:

Name	Address	City	State/Zip
_____	_____	_____	_____

IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

Name of Firm	Business Address
_____	_____

Name of Individual	Address	City	State/Zip
_____	_____	_____	_____

ATTESTATION CLAUSE

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

Social Security No. Or Federal Identification No.

Signature or Individual or Corporate Name

Corporate Officer (If Applicable) By: _____

EXHIBIT C CERTIFICATE OF NON-COLLUSION

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

Bidder: _____
 Address: _____
 By: _____

 (Signature of person authorized to sign this bid)

Title: _____
 Telephone: _____

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

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

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

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

Proposer _____ Date: _____



EXHIBIT F QUALIFICATION INFORMATION QUESTIONNAIRE

RFP No: 11204 Disposition by Sale of _____, Gloucester, MA.

Name of Proposer - Firm/Individual: _____

Address: _____

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

Year Established: _____

FID No.: _____

Tel. _____

Name & Title of Principal to contact _____

Principal contact's Tel. No. _____

Fax No. _____

Principal contact's email address _____

List of Partners

Name & Title	Telephone	Role in Proposal
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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



Extra Features

Code	Description	Units
------	-------------	-------

No Extra Building Features

Outbuildings

Code	Description	Units
------	-------------	-------

No Outbuildings

Building Sketch

Vacant Land, No Sketch



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

Summary Appraisal Report

OF

Two Vacant Parcels

Known as

65 & 65R Rogers Street
Gloucester, Massachusetts

Date of Valuation

August 20, 2009

Date of the Report

September 24, 2009

Prepared For:

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

Prepared By:

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



65 & 65R Rogers Street, Gloucester, MA - Page 2

September 24, 2009

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

Re: 65 & 65 Rear Rogers Street
 Gloucester, MA

Dear Ms. Egan:

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

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

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

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

FIVE HUNDRED NINETY THOUSAND DOLLARS
(\$590,000)

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

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

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

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



Contents

Appraisal Overview

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

Market Description

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

Subject Description

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

Valuation of the Subject

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

Addenda



Appraisal Overview

Executive Summary

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

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

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

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

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

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



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

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

Uses which are not water-dependant are:

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

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

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



65 & 65R Rogers Street, Gloucester, MA - Page 6

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

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

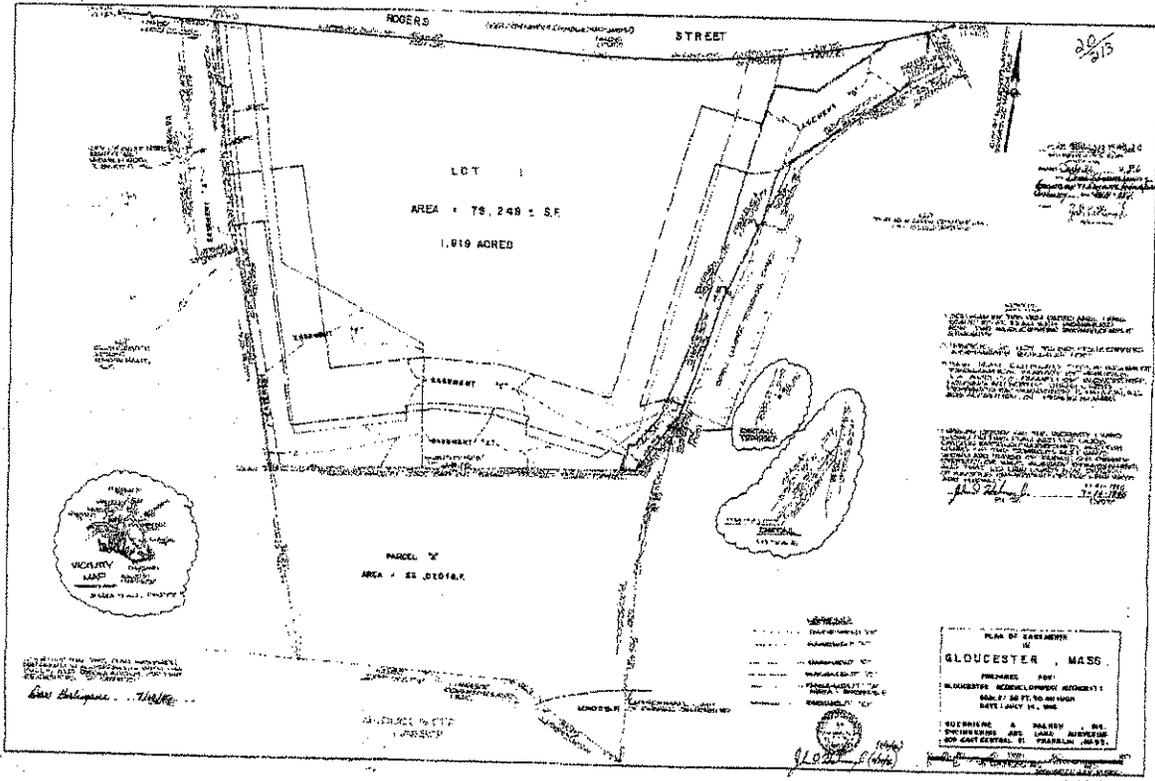
The Subject is located in the DPA for Gloucester, and therefore development of the Subject must comply with the requirement that 75 percent of the use be maritime-dependent. The City of Gloucester is seeking to have the 75 percent level reduced to 50 percent, but as of the date of valuation, approval had not been obtained. Based on the appraiser's research, it is apparent that there is not, at this time, a strong demand for maritime-dependent industrial uses in Gloucester. Weak demand is a factor in the market appeal of the Subject. Research indicates that extant facilities are operating under capacity, the underutilization including both freezing and processing space. This circumstance is the result of depleted ground fish stocks, and the federal restrictions on fishing implemented to rebuild the stocks. The ground fish industry may stabilize at a level considerably below that of the past. The pelagic fishery has expanded in Gloucester, but these fish do not have the worth of ground fish, and further, pelagic fish are not processed along the Harbor, but are shipped whole. As an example of the effect on infrastructure needs for ground fish versus pelagic fish, there is a property along Harbor Loop owned by an individual engaged in pelagic fishing, and much of the property is now vacant. A portion of the property is used for storage, but space formerly used for processing is unoccupied. The catch is loaded whole from the boats to the trucks. Several years ago this individual renovated a portion of the improvements for office use, hoping to attract tenants, but a lack of demand kept the space vacant. As another example of lower activity, the only ice producer in Gloucester Harbor has found it necessary to open up to non-fishing product lines. Another factor in assessing demand is the fact that today a good portion of fish processing no longer needs to be located on the Harbor. As an example, Good Harbor Fillet chose to relocate to an industrial park in Gloucester, rather than stay on the water. A company may elect to move inland in order to have greater truck access and greater ease of access to highways.

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

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



Appendix B Site Plan of 65 and 65R Rogers Street





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

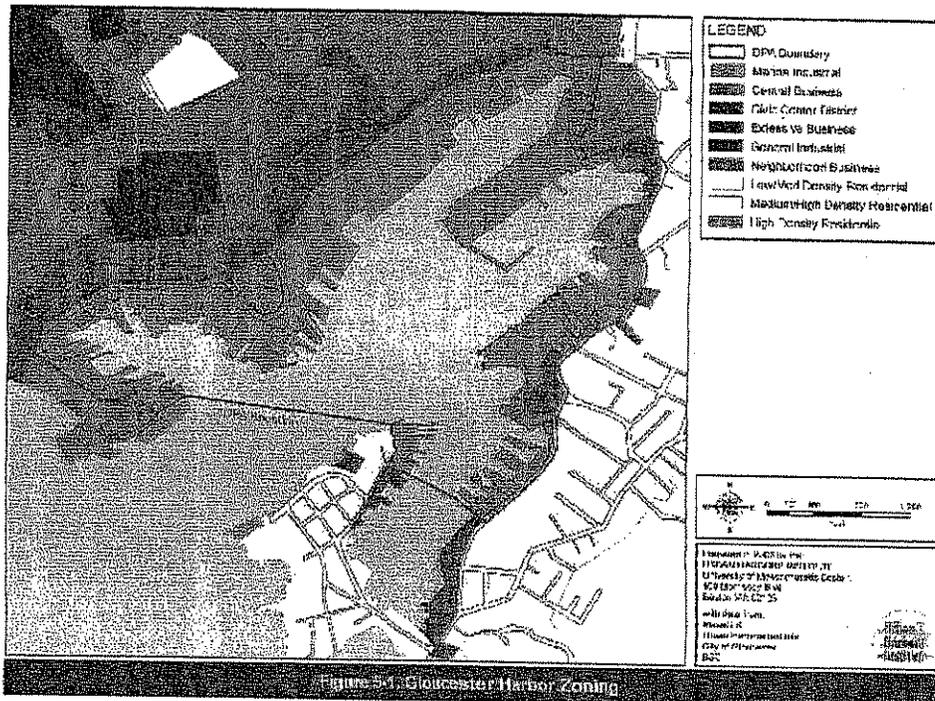


Figure 3-1 Gloucester Harbor Zoning

2006 draft Harbor Plan, city of Gloucester

12/16/2006



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

The following is excerpted from 310 CMR 9.12

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

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

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

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



Appendix E Comment from Waterways Board



Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012

FAX 978-978-281-4188

icaulkett@gloucester-ma.gov

<http://gloucester-ma.gov/harbormaster>

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

June 16, 2011

The docking facility at 65 Rogers Street is a City Owned Commercial Marina providing dockage for commercial fishing vessels and is managed by the city's Waterways Board. The primary intent of the Board is to continue to provide the current level of dockage, parking and gear storage at this location for fishing vessels in the 42 feet and under range.

Development of the upland portion of the I4-C2 parcel will require the city to apply for a new Chapter 91 license. With this in mind the Board is reviewing the possibility of expanding this dockage toward the Harbor Commission Line to create more berthing. The current configuration was designed to maximize the number of berths in an area that has width limitations, taking advantage of the superior boat handling abilities of the commercial fisherman who dock there.

During this process the Board is taking into consideration the existing and future needs of Gloucester's fishing fleet along with a potential water dependent need of upland development. The Board is considering whether uses such as a launch service boat, harbor shuttle boat or a 35 to 45 foot research vessel would be an appropriate mix in this location. Due to traffic and parking limitations the Board is in agreement that larger research and excursion vessels that generate high foot traffic, automobile parking needs and security/safety issues are not considered being an appropriate mix at this site. Also, the Board is not in favor of any mixed use that would push all the existing commercial fishing boats to one side of the water sheet. It should be noted that current DPA regulations have restrictions on recreational vessels and therefore they are not under consideration for this site.

This is an ongoing discussion and the Board welcomes inquiries of interested parties

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2012**

****CITY COUNCIL APPROVAL- 6 VOTES NEEDED****

APPROPRIATION # 2012-SA- 1 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: Community Development - Conservation

APPROPRIATION AMOUNT: \$ 56,000.00

Account to appropriate from:

MSR
Unfund Account # 295030.10.171.59600⁹⁹¹.0000.00.000.00.059

Account Description ES-APP Conservation fees transfer out

Balance Before Appropriation \$ 99,405.67

Balance After Appropriation \$ 43,405.67

Account Receiving Appropriation:

Unfund Account # 101000.10.181.51100.0000.00.000.00.051

Account Description Community Dev. Sal/wages

Balance Before Appropriation \$ 40,117.91

Balance After Appropriation \$ 96,117.91

DETAILED ANALYSIS OF NEED(S): Conservation fees fund money must be appropriated by Council
to Community Development Dept.

APPROVALS:

DEPT. HEAD: *SG* *Haral Gassin* DATE: *7/22/11*

ADMINISTRATION: *MSR* *Ad. Pirk* DATE: *8/3/11*

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2012**

****CITY COUNCIL APPROVAL- 6 VOTES NEEDED****

APPROPRIATION # 2012-SA- 2 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Community Development - Conservation

APPROPRIATION AMOUNT: \$ 3,000.00

Account to appropriate from: *991*
 Unifund Account # 295030.10.171.596000.0000.00.000.00.059 *MSR*
 Account Description ES-APP Conservation fees transfer out

Balance Before Appropriation	\$	<u>102,405.67</u>
Balance After Appropriation	\$	<u>99,405.67</u>

Account Receiving Appropriation: Unifund Account # 101000.10.181.57000.0000.00.000.00.057

Account Description Community Dev. Other charges and expenses

Balance Before Appropriation	\$	<u>800.00</u>
Balance After Appropriation	\$	<u>3,800.00</u>

DETAILED ANALYSIS OF NEED(S): Conservation fees fund money must be appropriated by Council to Community Development Dept.

APPROVALS:

DEPT. HEAD: *Carol Garen* DATE: 7/25/11

ADMINISTRATION: *Chris Pike* DATE: 8/3/11

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

Public Works
28 Poplar Street
Gloucester, MA 01930



TEL 978-281-9785
FAX 978-281-3896
mhale@gloucester-ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

TO: Jim Duggan, Chief Administrative Officer
FROM: Mike Hale, DPW Director *MH*
RE: Supplemental Appropriation
DATE: August 1, 2011

RECEIVED
AUG - 1 2011
Mayor's Office

I am submitting a supplemental appropriation request of \$50,000.00 from the Reserve for Appropriation Account, #294015, Highway Force Account to the Personal Services Small Paving Contract Account, #101000104705841500000000000058, be sent to the City Council for appropriate action.

I will be available for any questions that may arise from the City Council. Thank you.

Budget: SUPLHF

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2012**

****CITY COUNCIL APPROVAL - 6 VOTES NEEDED****

APPROPRIATION # 2012-SA- 3 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Department of Public Works

APPROPRIATION AMOUNT: \$ 50,000.00

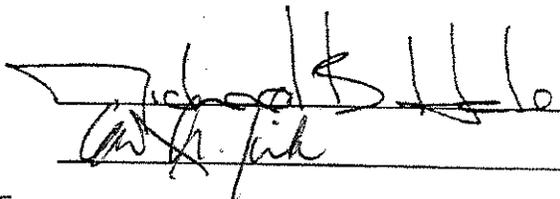
Account to appropriate from:	Unfund Account #	<u>294015</u>
	Account Description	<u>Highway Force Acct</u>
Balance Before Appropriation	\$	<u>66,339.00</u>
Balance After Appropriation	\$	<u>16,339.00</u>

Account Receiving Appropriation:	Unfund Account #	<u>101000.10.470.58415.0000.00.000.00.058</u>
	Account Description	<u>Public Services Small Paving</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>50,000.00</u>

DETAILED ANALYSIS OF NEED(S): Funds needed for various paving and road improvement activities.

APPROVALS:

DEPT. HEAD:



DATE: 1 Aug. 2011

ADMINISTRATION:

DATE: 8/3/11

BUDGET & FINANCE:

DATE: _____

CITY COUNCIL:

DATE: _____

Office of the Fire Chief
Philip S. Dench
8 School Street
Gloucester, MA 01930



TEL 978-281-9780
FAX 978-281-9822
pdench@gloucester-ma.gov

CITY OF GLOUCESTER
FIRE DEPARTMENT

MEMORANDUM

Date: July 28, 2011
To: Jim Duggan, Chief Administrative Officer
From: Philip S. Dench, Fire Chief
Subject: Overtime Expenditure for Power Outage Event

Attached is a transfer request to cover the expenditure for the overtime of the Emergency Management Director that was necessary during the power outage event of July 21st thru July 23rd.

I respectfully request this matter be referred to the Budget and Finance Committee through the city council. I will be available to answer any questions.

Thank you

Office of the Fire Chief
Philip S. Dench
8 School Street
Gloucester, MA 01930



TEL 978-281-9780
FAX 978-281-9822
pdench@gloucester-ma.gov

CITY OF GLOUCESTER
FIRE DEPARTMENT

MEMORANDUM

Date: July 28, 2011
To: Mayor Carolyn Kirk
From: Philip S. Dench, Fire Chief
Cc: Jim Duggan, Chief Administrative Officer
Subject: Radio Box Monitoring Fee

RECEIVED
JUL 28 2011
Mayor's Office

Following many months of coordinating with commercial, retail and industrial property owners, the new radio box alarm system is in operation. There are currently seventy-one active radio master boxes on the system. Of those seventy-one, 49 are billable. The remaining 22 are located at city-owned buildings (i.e. schools, fire stations, City Hall, library, etc).

I am requesting that an annual fee of two hundred and fifty dollars (\$250) be established to invoice non-city radio box owners. I anticipate the new fee will result in \$12,250 annually. Furthermore, I'm suggesting the fees be deposited into account 101000.10.220.42404.0000.00.000.00.040 as a revenue source to monitor and maintain the system.

I respectfully request this matter be referred to the city council.

Thank you

7/26/11



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal x Other _____

Name of Grant: Title III B of the Older American's Act

Department Applying for Grant: Council on Aging

Agency-Federal or State application is requested from: SeniorCare, Inc.

Object of the application: Partial salary for the Outreach Coordinator/Social Worker

Any match requirements: No

Mayor's approval to proceed: [Signature] 8/3/11
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



City of Gloucester
Grant Application and Check List (Continued)

The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application *due 7/29/2011*
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable) *8/24/2011*
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.



III. Program Narrative

1. In space below please state the projects, goals and objectives. Please use a separate page for each objective. (See attachment A for definitions)

Goal:# 1

To continue the identification of socially isolated, economically disadvantaged seniors, with a special emphasis on minority and disabled frail elders. Special attention is given to low income minority seniors and those who have Dementia, Alzheimer's disease, mental and other related disorders within our community. Caretakers and seniors who have experienced loss are also addressed. Outreach will provide information about available elder services within the community and make appropriate referrals, including referrals to the SeniorCare Nutrition Program.

Objective:# 1

Increase our contact with seniors and their caregivers. To identify isolated, disadvantaged, and frail elders and their caregivers. To develop and maintain connection to up-to-date resources. Provide in person and telephone contacts, information, referrals, educations, and advocacy to Gloucester seniors.

2. Please provide the following:

FY2012 -- Estimate # of Services to be Delivered and to Whom

# of Service Units to be Delivered	<u>3000</u>	# of elders with greatest economic need	<u>210</u>
# of new Elderly to be Served	<u>350</u>	# of elders with greatest social needs	<u>140</u>

(See Attachment B for Definitions.)

3. Please provide a short background history of the applicant agency including material which demonstrates the applicant's ability to carry out the proposed project. If you have administered the same project you are proposing under contract from SeniorCare the previous year, please give a summary of accomplishments during the past year.

The Council on Aging has been in operation since mid 1970 and we have been located at the Rose Baker Senior Center now for 10 years May 2011. The City of Gloucester has committed funding for the senior center to operate. The Outreach Worker is a Licensed Social Worker who provides services to seniors, with an emphasis on those who are unable to come to the senior center and isolation could result. The Outreach Worker links these seniors with existing services in the community, highlighting the essential programs at our local AAA/ASAP (SeniorCare, Inc.) Outreach is an important service that is being provided at the senior center or during a home visit and is consistent with the original intention of services provided by the Council on Aging. We continue to offer our Grief & Loss Group twice monthly and our monthly Caregivers Information & Support Group continues, with support of SeniorCare, as well as our monthly New Vision Group.

Program Narrative: cont.

Goal #1

Objective #2

Links to the community, to appropriate agencies and support options, will be increased and strengthened by Outreach in order to reach more elders in the community and their families.

Objective #3

With an increase in Gloucester's senior population by 1,404 seniors age 60+, to identify those with physical and mental disabilities that threaten the capacity to live independently, as well as individuals who are low-income and minority with social needs. The purpose of keeping seniors connected is a definite criterion.

Goal #2

To provide a high quality of information, education, and assistance to those socially isolated economically disadvantaged seniors with a special emphasis on minority and disabled elders in our community.

Object #2

Outreach availability has been increased from four to five days each week. This addition enables the Outreach worker to be available on site at the senior center and also to homebound seniors without delay or hardship on seniors.

Goal #3

To ensure that those socially isolated economically disadvantaged seniors with a special emphasis on minority and disabled elders in our community are referred to the local ASAP (SeniorCare, Inc.) or other government or community organization for assistance. The desired outcome is that appropriate referrals would be made to the appropriate agency.

Objective #1

To continue to increase the number of new elders to 350 being served by the Outreach Worker, who are socially isolated, economically disadvantaged with a special emphasis on minorities and disabled.

Objective #2

To develop and maintain a directory of resources and services to enable the Outreach Worker to provide a high quality of information, education, and assistance.

Objective #3

At the end of the 2011, 35 seniors would have been referred to the appropriate agencies.

4. Process used to develop this project. (Constituent involvement, needs assessment, cost benefit analysis, etc.). Please demonstrate how this project is not duplicative of any existing project in the Cape Ann/Beverly area.

This project was developed in conjunction with SeniorCare, Inc. in FY89 when a great need for Outreach services in our community was indicated. The services provided by Council on Aging Outreach Coordinator are not duplicated by other agencies. Outreach provides a link to services, offers advocacy and information when needed, and also advances hands-on health insurance assistance as a SHINE Counselor and together with Northeast Health Systems SHINE Counselor. Every effort is made to coordinate with SeniorCare, Inc. in our shared goals of providing information, referral and education to enable Gloucester elders to live optimally in the community.

5. Proposed Internal Monitoring and Evaluation of Project.

The Outreach Worker continues to keep daily logs and files as well as monthly report which is submitted to SeniorCare, Inc. Discussions and meetings held with the Senior Center Coordinator helps to insure that this program maintains a high level of integrity, and that the objectives and goals for this important program are met. In June the Outreach Worker will ensure that the Client Satisfaction Surveys are distributed and the results of the survey provided to SeniorCare.

6. Training and Supervision of Project Personnel.

The Outreach Coordinator continues ongoing educational and supportive meetings of regional Outreach Coordinators. Our Outreach Coordinator is a Licensed Social Worker and is well-trained in community resources and the available linkages for seniors, and works closely with other coordinating agencies. Our Outreach Coordinator excels with more than 35 years experience in the aging field, the result of working at SeniorCare, Inc. and the Topsfield Council on Aging. Keeping records and data collection is a requirement of the Council on Aging and is ongoing. Attendance at job-related educational workshops and meetings is always encouraged. Included are Alzheimer's and related diseases, and Caregiver's support seminars, as well as S.H.I.N.E. counseling trainings.

7. Have project staff received a CORI (Criminal Offending Record Information) check.

At the Council on Aging, all project staff as well as volunteers are required to have a routine CORI check prior to being hired or placed as a volunteer, and are confidentially done. All CORI checks are done in-house by the COA Coordinator. Employees and volunteers are subject to CORI checks as mandated by the government.

8. Please describe the outreach and public information efforts you will make to identify individuals eligible for assistance. It is a requirement that organizations requesting Older Americans Act Funds prioritize service to elders with greatest economic or social need, with particular attention to low-income minority elders, with severe disabilities, with limited English speaking ability and older individuals with Alzheimer's disease or related disorders (See attachment B for definitions). Please specify the efforts you will make to inform such individuals and the caretakers of such individuals of the availability of your proposed service.

Regular Outreach information and education is offered through our monthly newsletter "Coastline News", fliers, posters, local media, church bulletins and cablevision station.

We continue to emphasize our outreach work and focusing on the socially and economically disadvantaged low income minority elders, the physically and mentally frail elders, and the isolated elders. Our outreach efforts include home visits informational and educational sessions at the senior center and at housing sites, and with senior center drop-ins. Our outreach worker collaborates with community agencies and government offices to ensure that the disadvantaged, low-income frail senior receives information, benefits and services that are needed. We continue to work cohesively with interpreters to facilitate communication and with legal services to provide legal assistance for the disadvantaged. Through Outreach, education and support services to caregivers of frail dependent elders will increase

9. Please specify how you intend to satisfy the service needs of low-income minority individuals and provide services to them in accordance with their need for such service. This is a federal requirement.

Support for our Outreach Program is indeed important and necessary to satisfy the critical needs of seniors and in particular, low-income minority individuals. The Outreach Worker works with community leaders to help identify those low-income minority elders in Gloucester, and ensure that they are Aware of benefits and services available to them, and refer them to the appropriate agencies of government offices. The Council on Aging Outreach Worker is available for those who come to the senior center as well as those who need a home visit, Monday through Friday, 9:00 a.m. – 4:00 p.m.

10. Elders must be informed that they may make donations. However, service may not be denied if they are not able to make a donation. The donations must be used to increase the number of services offered by the proposed project. Please be specific as to how you plan to provide an opportunity for clients to make voluntary, confidential donations as well as how you will collect, safeguard, and account for all donations received from program participants. Include transports (as needed), deposits, and recording of donations.

The Outreach Worker has posted in her office a written statement for Title III Donations and identifying the funding source of the Outreach Program. The Outreach Worker when making home visits distributes notification to the individual being served that a donation is accepted and notes the funding sources for the Outreach Program at the COA. Anyone who wants to make a contribution to the COA because of Outreach Program efforts, may do so by sending their contribution to the Friends of the Council on Aging c/o Rose Baker Senior Center, 9 Manuel F. Lewis, Gloucester. Once a donation is received by the COA Coordinator, it is recorded and deposited in the Friends Account at a local bank. The COA keeps track of the donations made from the Title III on an excel spread sheet here at the COA. Any cash donations will be placed in a sealed envelop and processed in the same manner as check donations. The Outreach Worker is available to help those elders in need of her services whether or not a donation is being provided.

11. The specific steps you will take this year to acquire future funding of this project.

Although the City of Gloucester has faced major financial challenges, and this department faced reductions in personnel, City Administration is committed to the continuation of this position.

There is a commitment for funding for this program by the City of Gloucester, but at this time the City cannot do this alone, financial support is critical from SeniorCare, Inc.'s Title III B Funds.

BUDGET - EXPENSES

Item	Cash	In-Kind	Total
<u>Personnel Cost:</u>			
Salaries by the Title of Personnel *			
Outreach Coordinator 30 hrs/wk 5day week \$22.88 /hr	\$ 36,130.38		\$ 36,130.38
Senior Center Coordinator 5 hr/wk 52.2/wk		\$7,100.00	
<u>Fringe Benefits:</u>			
Mandatory (F.I.C.A. Workman's Compensation) Voluntary (Health Insurance, etc.)			
Benefits Total	\$ 8,026.24		\$ 8,026.24
TOTAL PERSONNEL COSTS:	\$ 44,156.62	\$7,100.00	\$ 51,256.62
<u>Support Costs:</u>			
Telephone / Supplies		2,200.00	2,200.00
Rent			
Maintenance			
Utilities			
Rental Equipment			
Equipment Purchases **			
Insurance			
Travel		700.00	700.00
Other (specify) Outreach Coordinator Workshops, Education & Training		800.00	800.00
TOTAL SUPPORT COSTS:		3,700.00	3,700.00
TOTAL PROJECT COST	\$44,156.62	\$ 10,800.00	\$54,956.62

Match (In-Kind, Client Donations, Other Project Income)

\$25,166.62

Amount Requested from SeniorCare (Total Project Costs minus match)

\$18,990.00

*Indicate hours paid by project

**Becomes property of SeniorCare at end of project, if cost of equipment is over \$100.00 and has a durability span of over one year.

BUDGET -- PROJECT INCOME

12. Please List Specific Sources of Anticipated Income for the Project.

Source	Cash	In-Kind	Total
Title III-B Funds from SeniorCare	18,990.00		18,990.00
Client Donations			
Other Project Income -			
City of Gloucester	19,000.00		19,000.00
EOEA	6,166.62		6,166.62
Supplies / telephone provided by City		2,200.00	2,200.00
Seminars/Workshops/Publications		650.00	650.00
Coordinator Salary provided by City		7,100.00	7,100.00
Travel		700.00	700.00
Total	\$ 44,156.62	\$ 10,650.00	\$ 54,806.62

13. If there is any piece of the budget expenses or income which needs explanation, please do so here.

City Hall
Nine Dale Avenue
Gloucester, MA. 01930



TEL 978 281 9730
FAX 978 281 8472

CITY CLERK
GLOUCESTER, MA
11 AUG - 3 AM 10: 22

CITY OF GLOUCESTER
CITY AUDITOR'S OFFICE

MEMORANDUM

TO: Gloucester City Council
FROM: Kenny Costa, City Auditor 
RE: Agency Fund – Fund 890000
Date: August 2, 2011

I am respectfully requesting the approval of the City Council to create a new fund known as the "Agency Fund." The purpose of the Agency Fund will be used to retain monies in a purely custodial capacity by the City. The Agency Fund generally involves only the receipt and periodic transfer of money to fulfill obligations to individuals, private organizations and other governmental units. For example, the types of receipts retained and not limited to will be performance bonds, meals tax due to the commonwealth, City & private details owed to individuals and license fees due to the commonwealth. The Agency Fund is known as a Fiduciary Fund in the (UMAS) Uniform Massachusetts Accounting System manual and is commonly used in Cities and Towns across the Commonwealth. The proposed new fund will be known as the "Agency Fund" and will be Fund #890000 in the Unifund system.

Please refer this matter to the Budget and Finance subcommittee for review and discussion.



**CITY OF GLOUCESTER 2011
CITY COUNCIL ORDER**

ORDER:	#CC2011-035
Councillor	Jackie Hardy

DATE RECEIVED BY COUNCIL: 08/09/11
REFERRED TO: B&F

ORDERED that the City of Gloucester, through its Budget and Finance Committee, work with the Community Development Department and the DPW to find a way to fund and construct permanent, four season, comfort stations (bathrooms) along Stacy Boulevard and the Harbor Walk.

Councillor Jackie Hardy
Ward 4

City Hall
Nine Dale Ave
Gloucester, MA 01930



TEL 978-281-9700
FAX 978-281-9738
ckirk@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

Memorandum

To: City Council President Hardy and Members of the Gloucester City Council

From: Jim Duggan, Chief Administrative Officer 

Date: July 29, 2011

Re: **Establishment of the Emergency Management Department**

One of the goals of the Administration has been to provide the citizens of Gloucester with an improved method of preparing for, responding to and building capacity to recover from small and large disasters.

With the support of the city council, we have taken the first step to fulfill that goal by renaming the Civil Defense position to an Emergency Management Director (EMD). As we have appreciated over the course of recent weather related events, an experienced and trained EMD has been vital in:

- Coordinating the emergency management efforts of the multiple local and state agencies, as well as local health care providers; and
- Providing consistent information to the general public and private businesses, which is essential to ensuring the safety of the citizens.

The proposed next step is to replace the existing language in the Code of Ordinances for the "Civil Defense" Department (Part II GCO Chapter 2 - Administration, Article VII) with the Emergency Management Department. I have attached for your review the existing language in the Code of Ordinances for the Civil Defense Department and the proposed language for the Emergency Management Department. As you will discover, the language changes are minimal.

I request that this matter be referred to Ordinance and Administration Committee for their review and recommendation to the full City Council.

Appropriate personnel will be available to answer any questions.

Thank you.

Gloucester, Massachusetts, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 2 - ADMINISTRATION >> ARTICLE VII. - CIVIL DEFENSE >>

ARTICLE VII. - CIVIL DEFENSE [28]

Sec. 2-650. - Short title.

Sec. 2-651. - Intent and purpose.

Sec. 2-652. - Definitions.

Sec. 2-653. - Organization and appointments.

Sec. 2-654. - Emergency powers and duties.

Sec. 2-655. - Civil defense and disaster basic plan.

Sec. 2-656. - No municipal or private liability.

Sec. 2-657. - Violation of regulations.

Sec. 2-658. - Penalty.

Sec. 2-659. - Severability.

Sec. 2-660. - Conflicting ordinances, orders, rules and regulations suspended.

Secs. 2-661—2-700. - Reserved.

Sec. 2-650. - Short title.

This article shall be known and may be cited and referred to as the "Civil Defense Ordinance of the City of Gloucester."

(Ord. of 1998, 1998, § 1)

Sec. 2-651. - Intent and purpose.

- (a) It is the intent and purpose of this article to establish an office that will ensure the complete and efficient utilization of all the city's facilities and combat disasters resulting from attack or other emergency situations.
- (b) The city office of civil defense will be the coordinating agency for all activity in connection with civil defense; it will be the instrument through which the mayor may exercise the authority and discharge the responsibilities vested in him in the appendix of to M.G.L. c. 33, as amended, and this article.

(Ord. of 1998, 1998, § 1)

Sec. 2-652. - Definitions.

The following definitions shall apply in the interpretation of this article:

Civil defense shall mean the preparation for and the carrying out of all emergency functions, other than functions for which military forces other than the National Guard are primarily responsible, for the purpose of minimizing and repairing injury and damage resulting from disasters caused by attack, sabotage or other hostile action; or by riot or other civil disturbance; or by fire, flood, earthquake or other natural causes. Said functions shall include specifically, but without limiting the generality of the foregoing, firefighting and police services other than the actual control or suppression of riot or other civil disturbance, medical and health services, rescue, engineering and air raid warning services, evacuation of persons from stricken areas, emergency welfare services, communications, radiological, chemical and other special weapons of defense, emergency transportation, existing or properly assigned functions of plant protection, temporary restoration of public utility services and other functions.

Civil defense forces shall mean the employees, equipment and facilities and all city departments, boards, institutions and commissions; and, in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.

Civil defense volunteer shall mean any person duly registered, identified and appointed by the director of the office of civil defense and assigned to participate in the civil defense activity.

Director shall mean the director of the city office of civil defense, appointed as prescribed in this article.

Mayor shall mean the mayor or the acting mayor as provided in Charter, § 3-10(a), except that the acting mayor shall assume such office immediately upon the mayor's becoming unable to perform the duties of the office.

Regulations shall include plans, programs and other emergency procedures.

Volunteer shall mean contributing a service, equipment or facilities to the civil defense organization without remuneration.

(Ord. of 1-19-1988 § 3)

Sec. 2-653. - Organization and appointments.

- (a) The mayor is authorized and directed to establish an organization for civil defense in accordance with the commonwealth civil defense plan and program. Said organization is to be known as the city office of civil defense.
- (b) The organization shall be constituted as follows:
- (1) There shall be a director who shall be appointed by the mayor and who shall have direct responsibility for the organization, administration and operation of the city office of civil defense, subject to the direction and control of the mayor.
 - (2) Every agency and all members of every department and division of the government of the city may be employed as part of the civil defense organization.
 - (3) Whenever the federal government or any agency or officer thereof, or any person, firm or corporation, shall offer to the city services, equipment, supplies, materials or funds, by way of gift, grant or loan for purposes of civil defense, the city, acting through its city council, may accept such offer, and upon acceptance, the city council may authorize any officer of the city to receive such services, equipment, supplies, materials or funds on behalf of the city, and subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer.

(Ord. of 1-19-1988 § 4)

Sec. 2-654. - Emergency powers and duties.

- (a) *The mayor.*
- (1) The mayor may exercise the emergency power and authority necessary to fulfill his general powers and duties as defined in the city Charter, article 3. The city council may convene to perform its legislative and administrative powers as the situation demands, and shall receive reports relative to civil defense activities. Nothing in that article shall be construed as abridging or curtailing the powers or restrictions of the city council as defined in the city Charter, article 2.
 - (2) During any period when disaster threatens or when the city has been struck by disaster, within the definition of this article, the mayor may promulgate such regulations as he deems necessary to protect life and property and preserve critical resources. Such regulations may include, but shall not be limited to, the following:
 - a. Regulations prohibiting or restricting the movement of vehicles in order to facilitate the work of civil defense forces, or to facilitate the mass movement of persons from critical areas within or without the city.
 - b. Regulations pertaining to the movement of persons from areas deemed to be hazardous or vulnerable to disaster.
 - c. Such other regulations necessary to preserve public peace, health and safety.
 - d. Regulations promulgated in accordance with the authority above will be given widespread circulation by proclamations published and uttered by newspaper and radio. These regulations will have the force of ordinance when duly filed with the city clerk.
 - (3) The mayor may obtain vital supplies, equipment and other properties found lacking and needed for the protection of health, life and property of the people, and bind the city for fair value thereof.
 - (4) The mayor may require emergency services of any city officer or employee. If regular city forces are determined inadequate, the mayor may require the services of such other personnel as he is able to obtain, including citizen volunteers. All duly authorized persons rendering emergency services shall be entitled to such privileges and immunities as are provided by commonwealth law, the city Charter and ordinances for regular city employees and other registered and identified civil defense and disaster workers.
 - (5) The mayor shall cause to be prepared the basic plan herein referenced, shall exercise his ordinary powers as mayor, all of the special powers conferred upon him by the city Charter and this Code, and all powers conferred upon him by any commonwealth statute, or other lawful authority.

(Ord. of 1-19-1988, § 6)

Sec. 2-656. - No municipal or private liability.

- (a) This article is an exercise by the city of its governmental functions for the protection of the public peace, health and safety, and neither the city nor agents and representatives of said city, or any individual, receiver, firm, partnership, corporation, association or trustee, or any of the agents thereof in good faith and in the absence of gross negligence, complying with or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this article, shall be liable for any damage sustained by persons or property as the result of said activity. The provisions of this section shall not affect the right of any person to benefits to which he would otherwise be entitled under the State Civil Defense Act, Workmen's Compensation Act, pension and other similar law.
- (b) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the city the right to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack shall not be civilly liable for the death of, or injury to, any persons on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.

(Ord. of 1-19-1988, § 6)

Sec. 2-657. - Violation of regulations.

It shall be unlawful for any person to violate any of the provisions of this article or of the regulations or plans issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the civil defense organization as herein defined in the enforcement of the provisions of this article or any regulation or plan issued thereunder.

(Ord. of 1-19-1988, § 6)

Sec. 2-658. - Penalty.

Any person, firm or corporation violating any provision of this article, or any rule or regulation promulgated thereunder, upon conviction thereof, shall be punished by a fine of not more than \$300.00 and costs of prosecution or imprisonment in the county jail for a period of not more than 90 days, or both such fine and imprisonment, in the discretion of the court.

(Ord. of 1-19-1988, § 6)

Sec. 2-659. - Severability.

Should any provision of this article be declared invalid for any reason, such declaration shall not affect the validity of other provisions, or of this article, as a whole, it being the legislative intent that the provisions of this article shall be severable and remain valid notwithstanding such declaration.

(Ord. of 1-19-1988, § 6)

Sec. 2-660. - Conflicting ordinances, orders, rules and regulations suspended.

At all times when the orders, rules and regulations made and promulgated pursuant to this article shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.

(Ord. of 1-19-1988, § 6)

Secs. 2-661—2-700. - Reserved.

FOOTNOTE(S):

⁽²⁾ Editor's note-- Ordinance 1-19-1988, a nonamendatory ordinance adopted January 19, 1988, has been included herein at the discretion of the editor as Ordinance VII, §§ 2-650—2-660. (Back)

ARTICLE VII. – Emergency Management ^[28]

Sec. 2-650. - Short title.

Sec. 2-651. - Intent and purpose.

Sec. 2-652. - Definitions.

Sec. 2-653. - Organization and appointments.

Sec. 2-654. - Emergency powers and duties.

Sec. 2-655. - Emergency management and disaster basic plan.

Sec. 2-656. - No municipal or private liability.

Sec. 2-657. - Violation of regulations.

Sec. 2-658. - Penalty.

Sec. 2-659. - Severability.

Sec. 2-660. - Conflicting ordinances, orders, rules and regulations suspended.

Secs. 2-661—2-700. - Reserved.

Sec. 2-650. - Short title.

This article shall be known and may be cited and referred to as the "Emergency Management Ordinance of the City of Gloucester."

Sec. 2-651. - Intent and purpose

(a)

It is the intent and purpose of this article to establish a department that will ensure the complete and efficient utilization of all the city's facilities and combat disasters resulting from attack or other emergency situations.

(b)

The city department of Emergency Management will be the coordinating agency for all activity in connection with emergency management and will be the instrument through which the mayor may exercise the authority and discharge the responsibilities vested in him/her in the appendix of to M.G.L. c. 33, as amended, and this article.

Sec. 2-652. - Definitions.

The following definitions shall apply in the interpretation of this article:

Emergency management shall mean the preparation for and the carrying out of all emergency functions, other than functions for which military forces other than the National Guard are primarily responsible, for the purpose of minimizing and repairing injury and damage resulting from disasters caused by attack, sabotage or other hostile action; or by riot or other civil disturbance; or by fire, flood, earthquake or other natural causes. Said functions shall include specifically, but without limiting the generality of the foregoing, firefighting and police services other than the actual control or suppression of riot or other civil disturbance, medical and health services, rescue, engineering and air raid warning services, evacuation of persons from stricken areas, emergency welfare services, communications, radiological, chemical and other special weapons of defense, emergency transportation, existing or property assigned functions of plant protection, temporary restoration of public utility services and other functions.

Emergency management forces shall mean the employees, equipment and facilities and all city departments, boards, institutions and commissions; and, in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.

Emergency management volunteer shall mean any person duly registered, identified and appointed by the director of the department of emergency management and assigned to participate in the emergency management activity.

Director shall mean the director of the city department of emergency management, appointed as prescribed in this article.

Mayor shall mean the mayor or the acting mayor as provided in Charter, § 3-10(a), except that the acting mayor shall assume such office immediately upon the mayor's becoming unable to perform the duties of the office.

Regulations shall include plans, programs and other emergency procedures.

Volunteer shall mean contributing a service, equipment or facilities to the emergency management organization without remuneration.

Sec. 2-653. - Organization and appointments.

(a)

The mayor is authorized and directed to establish an organization for emergency management in accordance with the commonwealth emergency management plan and program. Said organization is to be known as the city office of emergency management.

(b)

The organization shall be constituted as follows:

(1)

There shall be a director who shall be appointed by the mayor and who shall have direct responsibility for the organization, administration and operation of the city department of emergency management, subject to the direction and control of the mayor.

(2)

Every agency and all members of every department and division of the government of the city may be employed as part of the emergency management organization.

(3)

Whenever the federal government or any agency or officer thereof, or any person, firm or corporation, shall offer to the city services, equipment, supplies, materials or funds, by way of gift, grant or loan for purposes of emergency management, the city, acting through its city council, may accept such offer, and upon acceptance, the city council may authorize any officer of the city to receive such services, equipment, supplies, materials or funds on behalf of the city, and subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer.

Sec. 2-654. - Emergency powers and duties.

(a)

The mayor.

(1)

The mayor may exercise the emergency power and authority necessary to fulfill his/her general powers and duties as defined in the city Charter, article 3. The city council may convene to perform its legislative and administrative powers as the situation demands, and shall receive reports relative to emergency management

activities. Nothing in that article shall be construed as abridging or curtailing the powers or restrictions of the city council as defined in the city Charter, article 2.

(2)

During any period when disaster threatens or when the city has been struck by disaster, within the definition of this article, the mayor may promulgate such regulations as he/she deems necessary to protect life and property and preserve critical resources. Such regulations may include, but shall not be limited to, the following:

a.

Regulations prohibiting or restricting the movement of vehicles in order to facilitate the work of emergency management forces, or to facilitate the mass movement of persons from critical areas within or without the city.

b.

Regulations pertaining to the movement of persons from areas deemed to be hazardous or vulnerable to disaster.

c.

Such other regulations necessary to preserve public peace, health and safety.

d.

Regulations promulgated in accordance with the authority above will be given widespread circulation by proclamations published and uttered by newspaper and radio. These regulations will have the force of ordinance when duly filed with the city clerk.

(3)

The mayor may obtain vital supplies, equipment and other properties found lacking and needed for the protection of health, life and property of the people, and bind the city for fair value thereof.

(4)

The mayor may require emergency services of any city officer or employee. If regular city forces are determined inadequate, the mayor may require the services of such other personnel as he/she is able to obtain, including citizen volunteers. All duly authorized persons rendering emergency services shall be entitled to such privileges and immunities as are provided by commonwealth law, the city Charter and ordinances for regular city employees and other registered and identified emergency management and disaster workers.

(5)

The mayor shall cause to be prepared the basic plan herein referenced, shall exercise his/her ordinary powers as mayor, all of the special powers conferred upon him/her by the city Charter and this Code, and all powers conferred upon him/her by any commonwealth statute, or other lawful authority.

(b)

Director of the department of emergency management.

(1)

The director, acting under the authority of the mayor, shall be responsible for the planning, coordination and operation of the emergency management activity in the city. He/she shall maintain liaison with the commonwealth and federal authorities and the authorities of other nearby political subdivisions as to ensure the most effective operation of the emergency management plan. The director's duties shall include, but shall not be limited to, the following:

- a. Developing or causing to be developed, in collaboration with other public and private agencies, mutual aid arrangements for reciprocal emergency management aid and assistance in case of disaster too great to be dealt with unassisted.
- b. Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the city for emergency management purposes.
- c. Developing and coordinating plans for the immediate use of all of the facilities, equipment, manpower and other resources of the city for the purpose of minimizing or preventing damage to persons and property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and welfare.
- d. Negotiating and concluding agreements with owners or persons in control of buildings or other property for the use of such buildings or other property for the emergency management purposes and designating suitable buildings as public shelters which comply with standards for shelters promulgated by the commonwealth director of emergency management.
- e. Educating the civilian population, through public informational programs, as to actions necessary and required for the protection of their persons and property in case of enemy attack, or disaster, as defined herein, either impending or present.
- f. Conducting public practice alerts to ensure the efficient operation of the emergency management forces and to familiarize residents with emergency management regulations, procedures and operations.
- g. Coordinating the activity of all other public and private agencies engaged in any emergency management activity.
- h. Assuming such authority and conducting such activity as the mayor may direct to promote and execute the emergency management plan.

Sec. 2-655. - Emergency management and disaster basic plan.

(a)

A comprehensive community emergency management plan shall be adopted and maintained by resolution of the council upon the recommendations of the mayor. In the preparation of this plan as it pertains to city organization, it is the intent that the services, equipment, facilities and personnel of all existing departments and agencies shall be utilized to the fullest extent. When approved, it shall be the duty of all municipal departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The basic plan shall be considered supplementary to this article and have the effect of law whenever a disaster, as defined in this article, has been proclaimed. Such plan shall be electronic in accordance with MEMA standards and updated annually.

(b)

The Emergency Management Director shall prescribe in the basic plan those positions within the City, in addition to his own, for which lines of succession are necessary. In each instance, the responsible person for each city organization will provide when asked, a current list of three persons as successors to his/her position. The list will be in order of succession and will as nearly as possible designate persons best capable of carrying out all assigned duties and functions.

(c)

Each public safety chief and department head assigned responsibility in the basic plan shall be responsible for carrying out all duties and functions assigned therein. Duties will include the organization and training of assigned city employees and volunteers. Each public safety chief and each department head shall formulate the operational plan for his/her service or department which, when approved, shall be an annex to and a part of the basic plan.

(d)

Amendments to the basic plan shall be submitted by the Emergency Management Director to the mayor. If approved, the mayor will submit the amendments to the city council with his/her recommendations for their approval. Such amendments shall take effect 30 days from the date of approval unless action is taken by the council disapproving the mayor's submission. In the event an amendment is pending at the time that a disaster is proclaimed under provisions of this article, the amendment will be considered approved immediately and will remain effective unless specifically revoked by the council.

(e)

When a required competency or skill for a disaster function is not available within the city government, the mayor is authorized to seek assistance from persons outside of government. The assignment of duties, when of a supervisory nature, shall also grant authority for the persons so assigned to carry out such duties in reasonable anticipation, during, and after the occurrence of a disaster. Such services from persons outside of government may be accepted by the city on a volunteer basis. Such citizens shall be enrolled as emergency management volunteers in cooperation with the heads of city departments affected.

(f)

Some of the duties ascribed to the mayor in this section will ordinarily be handled as a matter of routine by the Emergency Management Director, but the responsibility and authority stem from and remain with the mayor.

Sec. 2-656. - No municipal or private liability.

(a)

This article is an exercise by the city of its governmental functions for the protection of the public peace, health and safety, and neither the city nor agents and representatives of said city, or any individual, receiver, firm, partnership, corporation, association or trustee, or any of the agents thereof in good faith and in the absence of gross negligence, complying with or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this article, shall be liable for any damage sustained by persons or property as the result of said activity. The provisions of this section shall not affect the right of any person to benefits to which he would otherwise be entitled under the State Emergency management Act, Workmen's Compensation Act, pension and other similar law.

(b)

Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the city the right to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice community emergency shall not be civilly liable for the death of, or injury

to, any persons on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.

Sec. 2-657. - Violation of regulations.

It shall be unlawful for any person to violate any of the provisions of this article or of the regulations or plans issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency management organization as herein defined in the enforcement of the provisions of this article or any regulation or plan issued thereunder.

Sec. 2-658. - Penalty.

Any person, firm or corporation violating any provision of this article, or any rule or regulation promulgated thereunder, upon conviction thereof, shall be punished by a fine of not more than \$300.00 and costs of prosecution or imprisonment in the county jail for a period of not more than 90 days, or both such fine and imprisonment, in the discretion of the court.

Sec. 2-659. - Severability.

Should any provision of this article be declared invalid for any reason, such declaration shall not affect the validity of other provisions, or of this article, as a whole, it being the legislative intent that the provisions of this article shall be severable and remain valid notwithstanding such declaration.

Sec. 2-660. - Conflicting ordinances, orders, rules and regulations suspended.

At all times when the orders, rules and regulations made and promulgated pursuant to this article shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.

Secs. 2-661—2-700. - Reserved.

DRAFT