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

**Budget & Finance Committee**  
Thursday, September 22, 2011 – 6:00 p.m.  
1<sup>st</sup> Fl. Council Committee Rm. – City Hall

**AMENDED AGENDA**

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

**1. Old Business:**

- A) Acceptance of FEMA Reimbursement to the City of Gloucester from January 11 and 12, 2011 snowstorm  
In the amount of \$147,444.39

**2. Continued Business:**

- A) Communication from Gloucester Rotary Club re: Stage Fort Park and Opinion of City Solicitor  
B) Memorandum from CAO re: Memorandum & Request for Proposals for Lease & Development of 65  
Rogers Street (I4-C2)

**3. JOINT MEETING OF THE BUDGET & FINANCE COMMITTEE AND THE PLANNING & DEVELOPMENT COMMITTEE Re: Review and recommendation for the disposition of real property for the Magnolia School House (Blynman School)**

4. *Memo from Mayor re: Updates regarding City's Emergency Management Dept. & Special Budgetary Transfer (#2012-SBT-3) in the amount of \$4,800*
5. *Memo from CFO requesting acceptance of grant in the amount of \$5,000 from MIIA*
6. *Memo from CFO requesting permission for payment of invoice with FY12 funds for work performed in FY11*
7. *Memo from Comm. Dev. Director & Recommendations from Community Preservation Committee*
8. *Memo, Grant Application & Checklist from Stephen Winslow, Senior Project Mgr. re: Strategic Alliance For Healthy Mentoring project grant in the amount of \$25,000*
9. *Memo, Grant Application & Checklist from Police Chief re: US Drug Enforcement Agency grant in the Amount of \$16,000*
10. *Memo, Grant Application & Checklist from Police Chief re: award of a Livescan Fingerprint Machine From Mass Bureau of Identification valued at approximately \$32,000*
11. *Memo, Grant Application & Checklist from Fire Chief re: Assistance to Firefighter Grant in the amount of \$512,500*
12. *Memo, Grant Application & Checklist from Interim Health Director re: Public Health Emergency Preparedness Grant in the amount of \$184,066*
13. *Memo, Grant Application & Checklist from Interim Health Director re: Medical Reserve Corps Grant in the Amount of \$14,285*
14. *Memo, Grant Application & Checklist from Interim Health Director re: MassCALL2 Grant*
15. *Memo & Request from Legal Department requesting permission for payment of FY11 invoice with F12 funds*
16. *Memo & request from Police Chief re: acceptance of a donation/grant of Preliminary Breath Test Machine valued at \$300,000*

17. *Discussion and Review with Richard Hingston, Giusti & Hingston re: FY2010 DESE Report and findings*
18. *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  
Tom Markham  
Dr. Saffier  
Sarah Garcia  
Suzanne Egan  
Stephen Winslow  
Max Schenk  
Fire Chief Dench  
Deputy Chief Miles Schlichte  
Police Chief Lane

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.

**Mr. Costa** gave the Committee information on Chapter 13 – Fiduciary and Permanent Funds from the Uniform MA Accounting System (see Documents Submitted at Meeting for a complete list) along with his memo that was in the Committee's packet which he reviewed with them noting this is common practice in other communities.

**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 the establishment of an Agency Fund to be used to account and report the resources where the government is acting as an agent for the funds to Account #890000.**

→ D) Communication from Gloucester Rotary Club re: Stage Fort Park

**Sal Frontiero**, President Elect of the Gloucester Rotary Club stated he submitted a letter dated August 11, 2011 to the Council and copied Attorney Egan. He reviewed that letter with the Committee noting for the Rotary Club's 100<sup>th</sup> anniversary they decided to renovate the Stage Fort Park playground which they did through fundraising and CDBG funds and then did substantial repairs and renovations to it. They worked with the City Engineer's office and the DPW also. Since then a plaque has been installed there. It is the opinion of the Club that the park is firmly linked with the Rotary which they take great pride in. However, when something breaks, the public calls the Rotary. After the completion of the playground's renovations, most of the equipment was gifted to the City. Since the completion of the project they have had periodic 'maintenance days' which involved the City as much as they could. They want to continue to do this; and have done repairs that went beyond the scope of the approvals submitted on pre-existing equipment. They wish to continue to do that. If someone gets hurt on the playground or on the equipment, they believe they are left open to being involved in a law suit. Given that municipalities have immunity from liability based on the Torte Claims Act and the Recreational Use Statute, they propose to ask the City to offer them indemnity for the repairs. Built into that would be a process whereby they would notify the City anytime they want to do a repair giving the City the opportunity to review their proposal when they wish to do repairs, inspect the work before and after, place reasonable restrictions on it, so that they would not ask for indemnity without having the City involved in the process. It was their hope this would lead to a partnership between the City and the Rotary Club for years to come for maintaining the park. This project is unusual and so that they are taking this extra step in asking the City for indemnity for any liability they would have for repairs to the playground and its equipment. Councilor Curcuru inquired if the City Solicitor had indicated a response on the Club's letter. **Mr. Duggan** stated he did not, but the City can't expect that the Rotary Club or any organization that does that kind of an effort to do such an enhancement should take this on. **Councilor Curcuru** stated if they move this forward they would need something from Legal for the City Council meeting of September 13th. **Councilor Hardy** discussed some of the points in the letter on page 3, with regard to the first complete paragraph composed by **Mr. Frontiero** to express her concern with some of the language contained in it. **Mr. Frontiero** stated the Rotary Club is willing to work with the City and change anything in their agreement as the City sees fit; that the letter was a proposal as a starting point and expected the process to be more detailed.

**MOTION: On motion by Councilor Hardy, seconded by Councilor McGeary, the Budget & Finance Committee voted 3 in favor, 0 opposed to forward to this matter to the City Council without a recommendation pending a written legal opinion from City Solicitor, Suzanne Egan.**

E) Memorandum from CAO re: Memorandum & Request for Proposals for Lease and Development of 65 Rogers Street (I4-C2)

**Tony Gross**, Chair of the Waterways Board declared there was a quorum of the Waterways Board present. **Councilor Curcuru** stated that at last evening's joint meeting the issue of a letter in the RFP the Waterways Board submitted and that there was an amended letter they didn't know about and one they got one this evening noted to be approved 9/7/11 by the Waterways Board. **Mr. Duggan** noted one received last evening (on file in Joint P&D and B&F Meeting Files) was a drafted suggestion which Ms. Banks brought to their Board meeting last evening. **Mr. Gross** stated the first paragraph of the letter now approved by them on 9/7/11 (submitted at meeting) has a couple of new sentences but is substantively is the same. They would now go with that letter moving forward. He shared that they had a public hearing; and the letter reflected the sentiment of the majority of the people in attendance at that hearing. When the \$800,000 was requested from them to buy the parcel, they were assured there would be no dockage issue for the current tenants to be concerned about. However, that was in the infancy stage of I4-C2. Those docks were turned over to them by the Gloucester Redevelopment Authority in 2008. They haven't had much



**ROTARY INTERNATIONAL**  
GLOUCESTER ROTARY CLUB  
P.O. Box 1228, Gloucester, Massachusetts 01930

11 AUG 11 PM 4:34  
CITY CLERK  
GLOUCESTER, MA

August 11, 2011

City Council President Jackie Hardy  
c/o Gloucester City Clerk's Office  
9 Dale Avenue  
Gloucester, MA 01930

RE: Gloucester Rotary Club's Request for Hold Harmless Agreement Regarding Stage Fort  
Park Playground

Dear Councilor Hardy:

As you know, I am President-Elect of the Gloucester Rotary Club. This letter is written in follow up of the City Council Budget and Finance Committee meeting on August 4, 2011 wherein Steve Kaity and I appeared on behalf of the Gloucester Rotary Club for the purposes of discussing our club's June 29, 2011 written communication to the City Council relative to Stage Fort Park Playground. At that hearing, it was agreed that our Club would submit a new letter detailing the underpinnings of our request for a hold harmless agreement from the City and detailing the anticipated process for such an agreement. I will discuss the reason for the request itself first.

A few years ago our club renovated and upgraded the playground as part of Rotary International's one hundred year anniversary. In anticipation of this anniversary, Rotary International challenged each local club to undertake a substantial project for the purposes of celebrating the organization's centennial. The Gloucester Rotary decided that upgrading this playground would be a worthy centennial project for both our club and our City. As a result, our club undertook a lengthy public fundraising campaign involving raffle ticket sales and donations, as well as a public relations campaign. As a result, over one hundred eighty thousand dollars was raised through this campaign and through a CDBG Block Grant and thereafter used to upgrade the playground. The result is that Stage Fort Park Playground is now considered the crowning jewel of local playgrounds. As part of the dedication of the new playground, our club installed a plaque bearing our logo as well as honoring donors, thereby permanently connecting our club with this playground.

As a result of all of this, this playground is now inextricably linked to our club in the public's eye. Therefore, we feel a moral responsibility to do as much as we can as an organization for the purposes of working with the City to maintain the new playground and ensure that it does not fall into disrepair or become a safety hazard. In fact, since the completion of the improvements, our Club has conducted several periodic volunteer maintenance days and incurred substantial costs for materials and for a new piece of equipment. Our repair efforts have not been limited to our own upgrades, but have also involved fixing and maintaining pieces of equipment that predated the upgrade. Each time we undertook such an effort, we sought the City's involvement in sharing the cost.

We take great pride in this playground and we as a club want to continue working with the City in the future for the purposes of maintaining it as a safe and desirable place for children to play for years to come. However, given the unusual nature of this project, we are concerned with the liability exposure associated with our club's continued volunteer work at this playground. This concern is especially acute in this situation, as I have explained to the Club the hurdles that an injured party would face in holding the City liable due to the Tort Claims Act and the Recreational Use Statute. This makes it all the more likely that an injured party would look to others to hold liable for such injuries and those others could include our club.

There in a nutshell lies the reason for our request for a hold harmless agreement from the City. Such an agreement would provide our club with the security it needs to continue our role in partnering with the City to maintain this playground for years to come. We propose the following parameters to such an agreement.

First, to the extent that it has not been done to date, we would propose to gift all of the installed equipment and other improvements to the City and ask that it accept this gift. There was some question at the hearing as to whether that gifting and acceptance process had been completed to date. In any event, our club is willing to do whatever is needed to ensure a completed gift and acceptance.

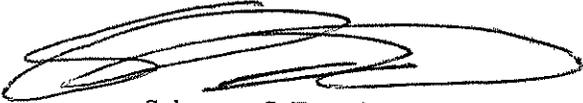
Second, there should be a prescribed procedure to be followed so that both parties are protected with regard to Rotary's involvement in the upkeep and repair of the playground. We propose that our club notify a designated City official (designated by the City) in writing in advance of our intention/willingness to conduct specific maintenance or repair work. This notice would ask the official to notify us by a date certain whether the City has an issue with the proposed work and would also request the City's involvement in and/or contribution to the particular work at issue. The City would then have the opportunity to decide whether it is willing to participate in the specific work (which in turn may affect the club's willingness to move forward with such work) and also give the City the opportunity to impose reasonable restrictions on the work relative to safety, workmanship, etc. The City would also have the right to prohibit the work. The length of the notice given to the City would depend on the nature of the work. There may be

rare occasions where a piece of broken equipment needs to be fixed right away due to safety reasons, etc.

If the Club hears nothing from the City after the notice period, the Club would proceed to complete the work in a safe and workmanlike manner. After completion of the work, the City would again be notified and requested to inspect the work and to notify us of any issues associated with the completed work. Having this process in place will ensure through a system of checks and balances that the City's interests are protected, thereby further minimizing the chances of a person being hurt while using the playground. This system will also promote a spirit of cooperation between the City and our club in partnering to accomplish this important work.

Please consider this request for a hold harmless agreement based on the circumstances explained above. I want to reiterate that nothing in this letter shall be deemed to be an acceptance or acknowledgment by our club of any legal obligation to maintain or repair the playground. Our position is that it is the City's responsibility and anything that we do to help is done voluntarily at our club's discretion. Providing this hold harmless agreement will ensure that our involvement in this playground continues for years to come.

Sincerely,



Salvatore J. Frontiero

President Elect, Gloucester Rotary



**ROTARY INTERNATIONAL**

GLOUCESTER ROTARY CLUB

P.O. Box 1228, Gloucester, Massachusetts 01930

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

June 29, 2011

Dear President Hardy,

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

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

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

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

Best Regards

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

Josh Arnold  
Rotary Club President

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chance to think about this parcel either. **Councilor Curcuru** noted the \$800,000 was part of the Seaport Bond to purchase the property. He was unaware of a guarantee but he understood there were assurances made. **Mr. Gross** clarified that the boats there wouldn't be asked to leave. He granted that the letter could have had a more positive spin to it. **Councilor Curcuru** read the third paragraph: "During this process the Board is taking into consideration the existing and future needs of the Gloucester fishing fleet along with the 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 for this location." This current agreement or assurances is that no one would be displaced and asked why this wording is in the approved letter of 9/7/11. They were talking about increasing the dockage, which **Mr. Gross** concurred. He read further, "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 an appropriate mix at this site." He asked if they did a traffic survey on this. **Mr. Gross** stated they deduced that if they added 90 people or so twice a day that it would impact the downtown, but hadn't done a traffic study. **Councilor Curcuru** inquired of **Councilor Ciolino**, Chair of the P&D Committee when applicants come before them, didn't they usually have traffic studies done as a part of the permitting process, to which **Councilor Ciolino** responded that they do. He also believed a whale watch boat can be there by right in the MI district. **Councilor Curcuru** expressed his understanding but didn't think the Board had the knowledge to make this assertion on the traffic. **Phil Cusamano**, Waterways Board stated those numbers are from a large excursion boat such as a whale watch boat suggested in the RFP; a whale watch boat would generate 90 cars per trip. If they come in and want to shop downtown, the cars would remain there. Now the afternoon boat load would come in and those cars would have no where to park. **Councilor Curcuru** stated they knew the developer would not put in additional parking to take the overflow which **Mr. Cusamano** admitted he didn't know that to be a fact. **Councilor Curcuru** then pointed out if they do additional dockage there, they're not displacing anybody. **Mr. Gross** stated they wouldn't get 8 or 9 more spots if they put in a larger vessel because it would take away the ability to put in finger piers; that they'd lose half of their dockage. **Councilor McGeary** clarified it would be half of their additional dockage which **Mr. Gross** confirmed that they do know this that it would be cut down and is why it is in the letter. **Councilor Curcuru** expressed concern in that they don't know who will be there. If they write a letter like this it is handcuffing the RFP and that it had been suggested to him that it was about competition. **Mr. Cusamano** stated that it is not a new company coming in for whale watches; it is about one shifting down there. They touched upon the safety of the equipment at the docks there also. **Councilor Curcuru** stated they can't have tunnel vision. They made a decision. **Councilor Ciolino** stated he was the first one to voice that he had a problem with the original letter; that it is too specific; that it needs to be general and upbeat. The details will come when they get a proposal. The last part of the letter is all negative. A developer will wonder if they will have trouble with these people. **Councilor Curcuru** asked whom the Board represents. **Vito Calomo** stated the City of Gloucester. **Councilor Curcuru** expressed it is the whole City and it doesn't seem like that in this letter. They're trying to develop the City. This letter says stay away. **Mr. Gross** stated the development of this spot which has been used for a traditional use. The reason for the specificity is that there is no plan in front of them; and was what generated the need to be more specific because they have no say on the upland part. **Councilor McGeary** felt that the parcel is already under heavy restriction and by adding more restrictions to it they do have impact on what happens on the upland part as the upland part may have a need for a legal water-dependent use in order to make the upland part work. He felt this was putting a "shot across the bow", essentially. He assumed that if someone who made a case for the City and it depended on a whale watch boat that would be good for the City, they would consider it. But what they're saying as of now this is our general opinion. **Mr. Gross** agreed, without having anything to work with. **Councilor McGeary** explained that **Councilor Ciolino's** point is that it is a shot across the bow and would be negative. **Mr. Cusamano** stated the reason for the language is that the RFP specifically mentioned a whale watch boat; otherwise that never would have been in the RFP. **Councilor Curcuru** stated that if the Council hadn't put that in, they wouldn't have put that in, and to him it didn't make sense. **Mr. Cusamano** responded the RFP doesn't mention commuter or ferry boats. Those are all legal. In the RFP, it doesn't mention all the other things that can go in there. He urged mentioning all of them and then removes whale watch boats. If they mention only one, it appears as an endorsement. If they mention every one of them, he would be fine with that. **Sarah Garcia, Community Development Director** stated the RFP does mention several kinds of boats and pointed out that **Mr. Cusamano** was a part of the committee. The development objectives note this and she read that portion, on page 6 of the RFP as published to prove her point. **Councilor Theken** noted that they follow their Traffic Commission's recommendations in O&A. They're supposed to listen to the advice and recommendations from the Waterways Board who has come before them with several different meetings to voice several different objections and wondered why they aren't listening to them. She didn't understand why they are racing to put this forward this evening. There were questions like, is this about existing dockage or are they going to make new dockage. **Councilor Curcuru**

stated and **Mr. Gross** confirmed they are talking about new expanded dockage not displacing anyone that is there. **Mr. Gross** stated there is a fear. **Councilor Theken** reiterated the existing dockage is going to stay as is. She then inquired how much commercial dockage there is currently, and was informed it is now 12. The Councilor stated then they are guaranteeing with this RFP that those 12 people are not going to be displaced. **Cate Banks**, Waterways Board stated they have a waiting list for those dock spaces and expressed concern if any of those people leave then what happens to their fishing industry that are waiting to go in there. Are they opening the door so that when those people leave a developer can take that spot? Councilor Curcuru stated an empathic "No". That was the understanding that those spots will go for commercial fishing vessels. They don't have a problem with that. **Councilor Theken** wanted it in writing. Her concern is when she is told there's no port and is disappointed that the City, including the Fisheries Commission has not gone to the State to expand their Fish Pier. She reiterated she wished to see in writing that no matter what RFP goes out; the 12 dock spaces now there will always be used for commercial fishing vessels, not charter boats or whale watches, but licensed commercial fishermen for existing docks. As one leaves, another like commercial fishing vessel will replace them. **Mr. Duggan** interjected that the existing dockage is in the control of the Waterways Board. **Councilor Theken** didn't care what the Waterways Board will do or not, they are complaining about their letter. Again she insisted she wanted in writing that if one of those 12 boats vacates then another licensed commercial fisherman takes their place at that slip. It needs to be left alone. **Mr. Duggan** spoke to the point of making sure it is in writing, he pointed out that it is on page 7, paragraph 6 under dockage. "The Waterways Board does not expect to make available the existing dockage to meet 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 40 ft. docks could be created for consistent uses with the current commercial fishing use." It has to be compatible to the operations of the area of both existing and potential future proposed dockage. **Councilor Theken** asked then why do they need to put in parentheses "whale watch boat". **Mr. Duggan** expressed they would expand the description with what other activities they want to include in the RFP which the Chair of the B&F Committee agreed with also as did the other Councilors present. Councilor Curcuru confirmed they are in agreement that that phrase goes away in the Waterways Board letter. **Mr. Gross** confirmed that the Waterways Board needed to have a meeting to confirm that back to the Committee. **Mr. Duggan** noted that at the previous evening's meeting it was pointed out that the Chair of the Waterways Board is part of the team that reviews the proposals coming in and making a recommendation to the Mayor; feeling that the voice is there. **Mr. Gross** thought the best way to proceed is to have all the divergent opinions to come together is to have a working meeting between Councilors, the Administration and the Waterways Board, perhaps three of their members would be available but was not certain how quickly they could have this meeting. **Councilor Hardy** thought it important they meet with the Waterways Board before they release the RFP so that they're all in agreement as to what else is going to hit the street in the RFP so that they don't do all this work and encourage a developer to submit bids; have their special City Council permits in order; then get to the end, and now the Waterways Board has an issue with it. She urged that they all agree and then move forward. On November 15<sup>th</sup> and 16<sup>th</sup> there will be a summit held in Gloucester by the US Department of Commerce's Economic Development Administration, also sponsored by MAPC, the City and Citizens for Gloucester Harbor which is a symposium where they might learn of more opportunities they might be able to include in the RFP from the EDA. It is important to use this as an opportunity to include; they might be groundbreakers in some things that come out of the summit; and wished to continue this matter until after that summit to have time to work with the Waterways Board and have it come before P&D and have it in front of the City Council before it adjourns for the year. **Councilor Curcuru** was at the public meeting about transient boats and asked about it. **Mr. Gross** stated they have a proposal for a floating dock facility inside the anchorage (in front of the State Fish Pier). They have talked to the Army Corps of Engineers and have their initial blessing but there are still hurdles to go through including public input and from the Council. It was not considered in that area because it is not legal, according to **Mr. Cusamano**. **Councilor Curcuru** noted a letter of June 17<sup>th</sup> from Ms. Garcia about 10A floats. **Mr. Gross** pointed out there is a difference between Chapter 91 and 10A float permits (10A float permits are a one year permit for temporary floats and **Ms. Banks** expanded that 10A float permits are renewed on an annual basis unlike Chapter 91's where you get your license where it can be for 10-15 up to 99 years. Every year they have to get permission from the Harbormaster and that there is no security that they can have it the following year. All of the moorings are a 10A permits. She believed what was in the letter Councilor Curcuru referred to, the bottom anchored floats are 10A which they can have for transient boats in the DPA as long as it is not attached to shore. They couldn't add it to the I4-C2 Harbor Cove marina. **Ms. Garcia** clarified that there are no regulations prohibiting attaching the floats. She had clarified that for the Waterways Board. She sent the request to DEP Waterways; and they confirmed her understanding. There were further questions posed by the Waterways Board back to the DEP. They don't like what if scenarios. The problems they're all having with the RFP are with the what-if scenarios. No one, she contended,

knows how to answer that. Everything is in context. A whale watch boat that displaced a fishing boat would not be OK. A whale watch boat that did something beneficial to the fishing industry might be OK. In this RFP they tried to be very open to permissible uses within the rules and regulations. The DEP is the same way. The 10A floats have regulations and the Harbormaster is the enforcer of that, and they are in black and white to read in those regulations. DEP has given as much guidance as they can. **Mr. Gross** stated his questions on the bottom of the memo were not forwarded and they were straight scenarios. **Ms. Garcia** stated they were forwarded but her experience has been that the DEP doesn't answer what if scenarios. **Councilor Curcuro** stated they need to have transient boats and they give the impression that the Waterways Board does not wish to compromise. He heard no transient boating in the DPA. The system they want to put in is out there and would be significant but would require the boat to be serviced by a launch service. They would dock and go into town. He explained his father was a commercial fisherman and that he believes in fishing but they need to co-exist. He heard a fisherman saying he didn't care about transient boats. But what about a restaurant owner or shop owners on Main Street. It is a complete city. It is not just the fishermen. The word coming out of the Waterways Board doesn't say that. **Mr. Gross** stated they have miles of privately owned waterfront and need to get access; and by getting those questions answers it would help clarify some of their issues. **Ms. Banks** stated the Waterways Board looks at the entire harbor and looks at those areas not used like Vincent's Cove. They have Homeland Security issues with some of the homes there. If they take bottom anchored floats can they attach them to pilings at Gorton's, and posed can they get permission from the electric company to put ramps there. **Councilor Curcuro** noted they need to move forward there. **Mr. Gross** noted they are a volunteer board and they need to utilize the City's professional staff in this pursuit. **Councilor Curcuro** suggested the Board could dedicate some of their monies to get studies done. **Councilor Theken** stated they need a working committee. They are in agreement that they need transient boats. Because of neglect from years past, they need to keep what they have in existence. They are saying they have a new Waterways Board chair; they've done a lot more since he came to the fore. They have active people; they're looking to add two economic development people by ordinance to their Board. The project that she saw that they want to come in for the transient marina is great. She asked for a joint meeting to this through and get this done. They do want economic development and didn't want to see it rushed. Why not give it one more try with all of them together to put together an RFP they can all support. **Councilor Curcuro** stated they would change the language and **Mr. Duggan** noted the language would be included in the RFP. **Mr. Gross** felt they could have a special meeting. **Ms. Garcia** stated there is no public hearing for the RFP nor does it require a Council vote. **Vito Calomo**, 82 Holly Street is representing himself on the Waterways Board this evening although is affiliated with Sen. Scott Brown, and that affiliation had nothing to do with his attendance. He stated they must realize there are many fishing vessels from the north and south that want to come to Gloucester and could use up those new spots at the docks. They still have an ice plant; Massachusetts doesn't tax fuel for the fishing industry; and they accept lobsters from fisherman with no pots; and are close to the fishing grounds on the Atlantic. Those new dockage spots would bring revenue to Gloucester. It is about the ice company, the railways companies, and the grocery stores. Tourists come to see a working waterfront. Restaurants in Gloucester were jammed this year without additional dockage. He is in favor of the floating dock off the fish pier. There are other places in the harbor they could do that though and should be hooked to the land. **Councilor Curcuro** agreed with **Mr. Calomo** but that the problem is that they've been stagnant for years and need to move forward. When he goes to a meeting and hears emphatic statements he is discouraged. **Mr. Calomo** continued they want additional spaces which is a good part of Gloucester. They've been to several meetings to get it done and that is an important part of the Waterways Board thinking. The 12-14 vessels currently there are nervous. He was more confident that there are assurances on the spaces will be there. They could fill those new spaces with commercial fishing vessels. **Mr. Duggan** spoke to the position of continuing this matter. He asked how many meetings there have been on I4-C2. **Ms. Garcia** stated in January there were 4 meetings and her committee met several times and published the draft for public comment. **Mr. Duggan's** believed to continue this matter until after the summit would not accomplish anything as there are no changes that he could foresee as a result of the summit. **Councilor Hardy** asked how he knew that. **Mr. Duggan** stated this has been vetted through the public process over the course of months. The Mayor said last night it that it is to be one of the tools to market this property going forward. He understood the councilor's disagreement with that position but has vetted this through the public process. **Councilor Hardy** noted in a memo form Mayor Kirk form September 7<sup>th</sup> informing them of a grant opportunity that she'd like the City to take advantage of for a New Maritime Port Economy Summit to be sponsored by the US Dept. of Commerce's Economic Development Administration, the MAPC, the City and the citizen's group, "Citizens for Gloucester Harbor". The Councilor then read from that memo: "... We are at a strategic point at our City's development. The fishing industry and tourism remain as important components of our harbor-based economy; however, they are not, by themselves sufficient to sustain growth and redevelopment in the harbor area." The Councilor thought that this summit will be a perfect opportunity to find something to incorporate into the RFP. For

the reasons outlined in the Mayor's memo of the 7<sup>th</sup>, she thought it a great opportunity to go and take advantage to have someone from each Standing Committee attend. In the meantime they could be working with the Waterways Board to come to an agreement to have no surprises at the end. They have waited this long, postponing it to then would not be long. To that end the Councilor motioned to postpone the matter of Memorandum from CAO re: Memorandum & Request for Proposals for Lease and Development of 65 Rogers Street (I4-C2) until the summit is concluded, which **Councilor McGeary** seconded. **Councilor McGeary** made the following statement for the record:

*"The city will shortly begin seeking proposals for an undeveloped property which it owns on the waterfront. As a private citizen, I have been trying to interest people in bringing and aquarium and research center to the site. I requested an oral opinion last winter from the State Ethics Commission on whether it would be proper for me to debate the issue and eventually participate in the council's selection process. I was told at that time that I could as long as:*

*1) I was not an officer of  
any organization or entity attempting to develop the site.*

*2) Neither*

*I nor any member of my family had any financial interest in any proposal or entity advocating a proposal for development of the site. I state for the record that both of these conditions are true and I do not anticipate that I will need to recuse myself from any deliberations or votes on this issue now or in the future."*

**Councilor McGeary** continued by recounting that one of the first stories he wrote 30 years ago for the Gloucester Daily Times was on I4-C2 feeling he could dust it off and it would have read perfectly well. The Mayor's memo refers to "... identifying broad and specific opportunities within Gloucester towards the development of a maritime economic cluster, identifying obstacles/challenges to seizing these opportunities along with identifying potential solutions and building general consensus around the vision for the maritime economy in Gloucester and the City's niche within it...." It seems if those are the stated goals of that summit, it could very well have an impact in spite of all the work they've done in developing the RFP and cause it to be tweaked, to add or remove language. He didn't want to see it postponed to wait to November and wait 18 months for a study. Perhaps ideas generated right at the summit might impact the final RFP, it's been 45 years another month and a half would not be "a killer" with the proviso that it's not OK to year 46 or 47. **Councilor Curcuru** didn't agree that it would change anything and would be inclined to push this forward and get it onto the street now.

**MOTION: On motion by Councilor Hardy, seconded by Councilor McGeary, the Budget & Finance Committee voted 2 in favor, 1 (Curcuru) opposed consideration from the CAO, dated August 3, 2011 regarding the memorandum and Request for Proposals for Lease and Development of 65 Rogers Street (I4-C2) until after the November 15 and 16, 2011 New Maritime Port Economy Summit sponsored by the U.S. Department of Commerce's Economic Development Administration and MAPC, the City of Gloucester and the citizen's group, "Citizens for Gloucester Harbor", so that they may seize upon potential opportunities and identify additional economic maritime opportunities that may be incorporated into the proposed RFP.**

The Committee discussed the merits of postponing the issue or not. **Ms. Garcia** noted that in terms of what comes out of the summit is very consistent how they've scoped the maritime industry. It has been a process all along and that this was a real marketing opportunity tool to have this out there to have those attending the summit to crystallize their thoughts. She felt having the RFP out on the street makes for a more real conversation than what if scenarios. They were looking to get the RFP out October 15<sup>th</sup> that to have the Council on board to use this for the maritime economy. **Councilor Theken** agreed one member from each Standing Committee should attend the Summit. They can still start meeting now with the Waterways Board. If nothing comes out of it they're ready to go. It doesn't say they can't present something at the Summit too. They're in September and have it ready to go, they can still present something there that they're all in agreement with, and if there are any more changes they can at the B&F meeting the next day and have it go forward. **Councilor Curcuru** asked they get some accurate information on transient boats. **Mr. Gross** would take that on. He felt it was a big piece. **Ms. Garcia** stated a 10A float is a yearly permit. The City which gives its own permit, gives much more flexibility. **Mr. Gross** stated there is a big difference on the return on investment. They're talking some time from now (for the floating dockage). **Mr. Duggan** agreed it would be a much longer timeframe. **Mr. Gross** hoped that there would be no cost to the City and that there is a big grant for this and Seaport Bond money for it also. The Committee asked that all options be kept on the table. **Councilor Ciolino and Councilor Verga** left the meeting at 7:45 p.m. There was no longer a quorum of the City Council.

**Mr. Gross** stated that the Waterways Board should read the RFP and discuss questions they may have. They will review it with an eye to what is in their jurisdiction and express any concerns they may have. **Mr. Duggan** stated it still comes back to a negotiation between the Waterways Board and the developer. There were plenty of public meetings while developing the RFP for the development objectives. **Mr. Gross** wanted to work together to come to a like mind. **Councilor Curcuru** didn't want them to think anyone was pointing a finger at the Waterways Board. **David Anderson**, 16 Middle Street stated he did a traffic study, as the merchants downtown were concerned. The average number per whale watch trip is 31 vehicles, 22 on average; the most is 45. Seldom, he claimed, are there 90 cars per trip. He spoke to the owners of these boats. He is also concerned about the parking. It is not 90 and another 90 which he also claimed has never happened. They have to be mindful of how long I4-C2 has sat there. They can't afford to sit for more years to not generate money when the City's infrastructure is falling apart. He pointed out the example of the City of Salem which has committed \$29 million to their waterfront. The City of Lynn has committed \$18 million to that end. If they're looking for developers, he believed they have a long way to look. Boston can't get projects off the ground. **Councilor Theken** thanked the Councilors for putting the RFP on hold. She urged the Committee and the Board that they need to work together to make this successful and get it done right in order to stand by a developer who comes forward.

**Councilor Theken left the meeting at 7:55 p.m.**

**Mr. Calomo** noted the Waterways Board is being pictured as being against what is going on in I4-C2 and stated that is not true.

**This matter is continued to November 17, 2011**

**The Committee recessed at 8:00 p.m. They reconvened at 8:05 p.m.**

**2. Special Budgetary Transfer Request (2010-SBT-2) from Legal Department**

**Mr. Duggan** explained this that the wrong account was used in order to pay for temporary help while the Legal Department's paralegal was on vacation. The funds are needed to correct the error.

**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 to transfer (2012-SBT-2) \$360.00 from Contractual Services, Unifund Account #101000.10.151.52000.0000.00.000.00.052 to Sal/Wage-P/T Pos Unifund Account #101000.10.151.51250.00000.00.000.00.051.**

**3. Memo from CFO-Gloucester Public Schools re: approval of the FY2012 School Food Service Program Budget**

**Councilor Curcuru** stated for the record that his sister is an employee of the public schools food services. **Tom Markham**, CFO for the School Department and Dr. Richard Safier reviewed for the Committee the memorandum submitted to them (on file) regarding the proposed FY12 budget proposal for the School Food Service and is seeking Council approval for it. It is posted against, once approved, the Food Service Revolving Fund. They have had a year running the food service account on a cash basis and were successful. As they move into the next year, and with a number of communications with the Auditor's office, are representing the budget as they see it. They also included some results from the middle of August which are unaudited results but are reflected by their books. **Councilor Curcuru** noted that last year's business plan fluctuated a great deal and asked when the Point Of Purchase system went into place (a computer swipe card system). **Mr. Markham** stated it went into place on a rolling basis through the school system in February and had it complete in the last quarter of the fiscal year. **Councilor Curcuru** pointed out this system doesn't discriminate on free or reduced lunches and parents can put money on the accounts; and the software is compliant for the State to receive the information. **Dr. Safier** thought by removing the stigma of the subsidized lunch programs, it would help to put more children into the free lunch program. They have to budget for it, according to **Mr. Markham**, and speaks to why last year they had a budget that was fluctuating. They had overestimated their receipts both in terms of cash sales and free and reduced lunch. As they got into the six month point they had a conversation to reduce the budget down. The food service account had never had a budget attached to it. **Councilor Curcuru** noted there were significant changes in payroll and sales are the same. **Mr. Markham** noted that in each of the columns are the actual results for FY10 and the approved budget for FY11; they figured it would be better to leave the budget in place even though the budget was only approved by the School Committee. Then there are actual results of FY11 and the proposed FY12 budget. Cash

## CITY COUNCIL STANDING COMMITTEE

## Budget &amp; Finance Committee

Thursday, September 8, 2011 – 6:00 p.m.

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

## -MINUTES-

**Present:** Chair, Councilor Steven Curcuro; Vice Chair, Councilor Paul McGeary; Councilor Jacqueline Hardy

**Absent:** None.

**Also Present:** Councilor Ciolino; Councilor Verga; Councilor Theken, Jim Duggan; Kenny Costa; Mark Cole; Tom Markham; Cate Banks; Tony Gross; Donna Compton; Sarah Garcia, Vito Giacalone; Dr. Richard Safier; Phil Cusamano; Vito Calomo

The meeting was called to order at 6:05 p.m. There was a quorum of the City Council. Items were taken out of order.

1. *Continued Business:* (All continued business items were from the 8/18/11 B&F Agenda):

→ A) Review and recommendation for the disposition of real property for the Magnolia School House (Blynman School)

Councilor Curcuro stated they just received a proposal from the Magnolia Historical Society (MHS) for the purchase of the Schoolhouse which contained two options (received at meeting and on file). His fellow committee members had not had the opportunity to review this proposal document for the sale of the Blynman School to the MHS, and would have liked to have had an opportunity to review this and have had the Legal Department to review it as well. Typically the Committee would not undertake such a discussion immediately upon the receipt of such a document. Therefore he didn't believe it prudent to take that matter up at this point. Mr. Duggan referred to an email from Mr. Cole (submitted at meeting and on file dated September 7, 2011) to the Facilities Manager of the costs of work necessary for the building; if the City enters into an agreement to lease what would be the financial impact of leasing the building in order to maintain it. This was also to allow the Magnolia Historical Society to look at the extent of the financial commitment. Councilor Curcuro noted that some of the estimates are for work to be done 'in house'. Mark Cole, DPW Operations Manager stated the costs noted are materials costs only. He could have Mr. Hafey put in labor costs as well and revise the estimates which the Chairman asked him to do for the record. Councilor Hardy asked if the building was now handicapped accessible. Mr. Cole responded if the MHS were to open to the general public they'd have to put in the ramp. He believed it would be the City's obligation as the landlord. Councilor Curcuro understood that the landlord, unless there was any agreement outside of this, the City would be responsible for all of it unless they sold it. If the lease was in place they would have to make those repairs. Councilor Hardy asked if there was money in the budget to address these funding needs. Mr. Duggan stated while there is a maintenance budget for all City buildings, but there is no funding earmarked in the DPW budget for this building; it was not done in the budget process. Lisa Ramos, President of the Magnolia Historical Society stated part of the reason they put in a new proposal to ask the City to sell the Blynman Schoolhouse was that after the site visit with City Councilors, they realized that there would be costs associated to get it habitable for the historical museum. They're not out to cost the City money. Their thinking was to purchase it for nominal fee, they'd take on the responsibility for all these maintenance issues. They'd already put aside funds for the handicapped ramp feeling it would be a "win:win situation". They're in great need of more space in order to preserve and protect America's oldest seaport's history. They go over and above in everything they take on in keeping Magnolia beautiful and maintained in landscape and buildings. Their proposal reflects that if the City were to sell the building to them, they would agree that if the MHS ever ceased to exist the property would revert back to the City, already in better condition than the MHS had received it. She pointed out the great volume of trash and debris the MHS had already removed from the site. The DPW does their job, but the people of Magnolia takes pride in caring for their community to make it beautiful so that tourists can come into the City and see its beauty. They are "stuffed" into a 10x12 room and are unable to protect the art and artifacts of the history of Gloucester and reiterated that it is a win:win situation and they'd take on the burden of these things. They have people who have already said they would commit to this project in goods and services. These people are not willing to put the effort forward if the historical Society doesn't own this building. The Magnolia Historical Society would now, with this purchase, have enough space to store what they need, to protect it all, and the City would not have to spend any money. Councilor Curcuro stated they don't dispute what the MHS does for the City, but the Committee must do their due diligence. He appreciated their coming here this evening to give an explanation. Mr. Duggan stated he and members of the MHS had a conversation of the concern that was expressed by the Committee of what the responsibility of the tenant

would be, and talked of the straight proposal for purchase, with two contained in the package before the Committee now. They wish to continue the discussion. **Councilor Curcuru** stated they were waiting for a cost estimate and didn't have it in hand for this evening. **Councilor Theken** noted in hearing about it for the first time, that even if they looked at the cost scenario and did it in house for maintenance, the City was not a good landlord. Here is an organization that wants to make a public use for the building. She believed this to be good for the City. The MHS would give it back to the City if they cease to exist. **Councilor Curcuru** reminded that all there was in front of them previously was a lease. He noted there are a few terrible leases out there, and they didn't want to add to it. They would be glad to review this proposal. **Councilor Verga** had an opportunity to look at the proposal a couple days ago in order to provide feedback to the MHS, and felt the Committee is right to let legal look at this first; but that it is workable and also agreed with Councilor Theken of the City's track record as a landlord. **Councilor Hardy** noted at the site visit they also said the City wasn't a good landlord and suggested at that time that they might consider a sale of the building. The MHS would fix the façade of the building and be house proud and bring it historically up to date. Her concern at this time is that they preserve a right of way to the back of the property to be sure they can get through there should there be future development. **Ms. Ramos** thought there was a paper road. **Jim Cooke**, Treasurer of the MHS stated there is a roadway and the Blynman School lot is separate. It may not be an issue. **Councilor Hardy** expressed her desire to review the document submitted. **Ms. Ramos** submitted letters from abutters to the Committee for the record in favor of the Historical Society (on file). **Councilor Ciolino** thought they wanted the MHS to be successful which would open up many avenues for financing for that group. **Councilor McGeary** was intrigued by the proposal at face value. He thought they should continue the draft RFP though. If they do go forward and sell it to the MHS that they need to have language for the right of first refusal if they should run out of money if they need to sell it. **Councilor Hardy** noted another piece of property had been sold that they had put in place that if it was not used for a certain use it was to revert by deed. **Mr. Duggan** noted going forward that this would be on their agenda in two weeks, and asked what would the Committee like from the proposer and the Administration. **Councilor McGeary** thought they might at that time discuss a preliminary purchase and sale agreement. **Councilor Curcuru** would like to find out from Legal. It would have to go to P&D and to the Assessors for valuation. **Ms. Compton** stated they'd have to do an RFP for a sale also. **Councilor Verga** suggested they also do a joint meeting if it goes to P&D with B&F on the 22<sup>nd</sup> of September. **Councilor Ciolino** thought they could forward it at Council to P&D. **Councilor Curcuru** asked that Legal be there also. This would have to go to an RFP which would go out for a month, then there would be a public hearing and then the Council would vote to accept the bid. It would be several months, perhaps by the end of the year and then it is enacted 30 days to the vote. **Ms. Ramos** noted they are in a renovation state. If they know they're going to get the Blynman School, they would get it ready for storage space. They would not spend that money there but would then invest it in their current space. **Bob Cannon** of the Historical Society noted the roof leaks and would like to get it buttoned up for the winter. **Mr. Cole** thought they could get through to December.

This matter is continued to September 22, 2011 for an embedded joint meeting at that regularly scheduled meeting.

B) Memorandum from CAO & Special Budgetary Transfer Request (2012-SBT-1)

**Councilor Curcuru** is to reimburse the overtime account and **Councilor Hardy** thanked the Mayor for this. This is related to Mr. Duggan's memo of July 27<sup>th</sup> for the Emergency Management Director for the power outage.

**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 to transfer (2012-SBT-4) \$290.29 from Mayor, Contingency/Emergency, Unifund Account #101000.10.121.57800.0000.00.000.00.057 to Fire Department, Sal/Wage-Overtime, Unifund Account #101000.10.220.51300.00000.00.000.00.051.

**Mr. Duggan** noted that 2012-SBT-1 is now withdrawn.

**MOTION:** On motion by **Councilor Hardy**, seconded by **Councilor McGeary** voted 3 in favor, 0 opposed to strike from the B&F agenda 2012-SBT-1 and to retire that Special Budgetary Transfer number.

C) Memorandum from City Auditor re: creation of new "Agency Fund" (Fund 890000)

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

**SECTION 3: INTRODUCTION:**

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

**SECTION 4: RFP AVAILABILITY/DEADLINE**

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

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

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

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

Use of the property is restricted to providing a Historical Museum

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

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

**SECTION 9: PROPOSAL SUBMISSION REQUIREMENTS:**

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

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

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

**SECTION 10: PROPOSAL EVALUATION:**

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

**1. Museum Administrator Qualifications:**

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

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

**SECTION 11: MINIMUM CRITERIA:**

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

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

**SECTION 12: AWARD OF LEASE:**

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

**SECTION 13: REFERENCES**

References: Request for Proposal: #11194

Lease: Magnolia School House

<b>Name of Proposer</b>	
<b>Proposer's Address</b>	

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

<b>Reference</b>		<b>Contact</b>	
<b>Address</b>		<b>City, State, Zip</b>	
<b>Telephone</b>		<b>Fax</b>	
<b>Description of similar project performed</b>			

<b>Reference</b>		<b>Contact</b>	
<b>Address</b>		<b>City, State, Zip</b>	
<b>Telephone</b>		<b>Fax</b>	
<b>Description of similar project performed</b>			

<b>Reference</b>		<b>Contact</b>	
<b>Address</b>		<b>City, State, Zip</b>	
<b>Telephone</b>		<b>Fax</b>	
<b>Description of similar project performed</b>			

<b>Reference</b>		<b>Contact</b>	
<b>Address</b>		<b>City, State, Zip</b>	
<b>Telephone</b>		<b>Fax</b>	
<b>Description of similar project performed</b>			

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

This form may be duplicated, if additional space is required

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

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

Proposer \_\_\_\_\_  
 Address \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**SECTION 16: TAX COMPLIANCE CERTIFICATION**

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

*signature of person submitting bid or proposal* \_\_\_\_\_  
*name of business* \_\_\_\_\_  
*social security no. or federal identification no.* \_\_\_\_\_

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

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

- 1. Public agency involved in this transaction: **City of Gloucester, MA.**
- 2. Complete legal description of the property: **Magnolia School House  
(formerly Blynman School)  
46 Magnolia Avenue  
Gloucester, MA. 01930  
Map No. 174 Lot No. 3**
- 3. Type of transaction:      Sale: **N/A**      Lease or rental from      to
- 4. Seller:      N/A      Lessor:      **City of Gloucester, Ma.**  
Purchaser **N/A**      Lessee:

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. **Note:** If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address

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

Name	Title or position

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

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

Signature		Title	
Printed name		Date	

**SECTION 18: LEASE DRAFT ONLY**

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

**SECTION 18.1: PARTIES**

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

**SECTION 18.2: PREMISES**

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

**SECTION 18.3: TERM**

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

**SECTION 18.4: RENT**

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

**SECTION 18.5: UTILITIES**

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

**SECTION 18.6: USE OF LEASED PREMISES**

LESSEE shall use the leased premises for a Historical Museum.

**SECTION 18.7: COMPLIANCE WITH LAWS**

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

**SECTION 18.8: MAINTENANCE OF LEASED PREMISES**

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

**SECTION 18.9: REPAIRS**

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

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

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

**SECTION 18.10: ALTERATIONS AND ADDITIONS**

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

**SECTION 18.11: RUBBISH REMOVAL**

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

**SECTION 18.12: SNOW REMOVAL**

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

**SECTION 18.13: ASSIGNMENT AND SUBLEASING**

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

**SECTION 18.14: SUBORDINATION**

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

**SECTION 18.15: INDEMNIFICATION AND LIABILITY**

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

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

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

**SECTION 18.17: FIRE AND CASUALTY**

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

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

**SECTION 18.18: LESSOR'S ACCESS**

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

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

in the event that:

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

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

**SECTION 18.20: DEFAULT BY LESSOR**

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

**SECTION 18.21: NOTICE**

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

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

**SECTION 18.22: SURRENDER**

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

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

**SECTION 18.23: AUTHORIZED SIGNATURES**

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

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

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

LESSOR: City of Gloucester

LESSEE:

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

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

Approved as to Form:

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

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

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

**SECTION 19:**

ATTACHMENT "A"  
ASSESSOR'S MARKET INFORMATION

**SECTION 20:**

ATTACHMENT "B"  
ASSESSOR'S PROPERTY INFORMATION



**CITY OF GLOUCESTER**  
GLOUCESTER, MASSACHUSETTS - 01930  
OFFICE OF THE ASSESSORS

June 16, 2011

To: Donna Compton, Purchasing Agent

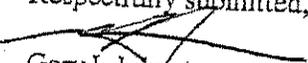
From: Gary Johnstone, Assessor

Re: 46 Magnolia Avenue Lease

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

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

Respectfully submitted,

  
Gary I. Johnstone  
Assessor

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

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





City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-281-8472  
jtowne@gloucester-ma.gov

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

MEMORANDUM

To: James Duggan, CAO  
From:  Jeffrey C. Towne, CFO  
Date: August 31, 2011  
Re: Payment of invoice for work performed in prior fiscal year

RECEIVED

SEP 1 2011

Mayor's Office

As you will recall, last spring, the Town of Hooksett, NH had a major issue with their treatment plant which affected a number of "down stream" communities of which Gloucester was one. The disks that showed up in Gloucester had to be collected and the related costs of that effort were reimbursed to the City of Gloucester by the Town of Hooksett during fiscal year 2011. In order to get that reimbursement Carol McMahon, an independent contractor was hired to administer the process.

No purchase order was created and no contract was entered into in advance of the work being performed by Ms. McMahon. The invoice was presented after close of last fiscal year as well. I believe that the invoice amount is certainly reasonable for the work that was performed but it would have to be approved by Council in order for it to be paid out of current year funds.

Please refer this matter to the City Council so that we can discuss the matter and resolve the outstanding invoice of \$290.00 from Ms. McMahon for services rendered.



Hooksett Disks Beach Cleanup									
Date	Day	Name	Hours	Hourly Rate	Expense	Equipment	Ferna per hour rate	Expense	
17-Mar	Thur	Jarosz	4.00	30.55	\$ 122.20				
18-Mar	Fri	Nicastro	8.00	20.33	\$ 162.64	Beach Machine	\$32	\$256	
19-Mar	Sat	Nicastro	4.00	31.58	\$ 126.32	Beach Machine	\$32	\$128	
20-Mar	Sun	Nicastro	4.00	42.10	\$ 168.40	Beach Machine	\$32	\$128	
21-Mar	Mon	Nicastro	8.00	20.33	\$ 162.64	Beach Machine	\$32	\$256	
22-Mar	Tue	Nicastro	8.00	20.33	\$ 162.64	Beach Machine	\$32	\$256	
23-Mar	Wed	Nicastro	8.00	20.33	\$ 162.64	Beach Machine	\$32	\$256	
24-Mar	Thur	Nicastro	8.00	20.33	\$ 162.64	Beach Machine	\$32	\$256	
25-Mar	Fri	Nicastro	8.00	20.33	\$ 162.64	Beach Machine	\$32	\$256	
26-Mar	Sat	George	8.00	21.47	\$ 171.76	One Ton Dump Truck	\$45	\$360	
27-Mar	Sun								
28-Mar	Mon	Nicastro	4.00	20.33	\$ 81.32	Beach Machine	\$32	\$128	
29-Mar	Tue	Nicastro	4.00	20.33	\$ 81.32	Beach Machine	\$32	\$128	
6-Apr	Wed	Nicastro	8.00	20.33	\$ 162.64	Beach Machine	\$32	\$256	
Administrative Costs					\$ 2,576.84			\$4,104	
Miles Schlichte					Emergency Management Director	19.5 hours @ \$52.78		\$1,029.21	
Carol McMahon					Admin. Asst. EMD	14.5 hours @ \$20.00		\$290.00	
Total Amount Due					\$8,000.05				

Schlichte and member admin costs paid by town of Hooksett. City of Gloucester needs to cut checks to Schlichte/Member in the amount indicated above.

PD  
needs to be paid

© 2005 INTUIT INC. # 145 1-800-439-8810

Hooksett Sewer Fund  
1 Egges Drive  
Hooksett, NH 03106-1814  
(603) 485-7000

TD BANK NATIONAL ASSOCIATION  
NEW HAMPSHIRE  
54-007/114

Pay to the  
Order of CITY OF GLOUCESTER

Eight Thousand Fifty-Two and 15/100\*\*\*\*\*

CITY OF GLOUCESTER  
9 DALE AVENUE  
GLOUCESTER, MA 01930



*Paula L. ...*

VOID AFTER 90 DAYS

Bank of America

5/18/2011

\$ 8,052.15

17645

Hooksett Sewer Commission

CITY OF GLOUCESTER  
986 · Biofilm disks cleanup

DISC CLEANUP

5/18/2011

8,052.15

17645

Sewer Fund Checking

8,052.15

CITY OF GLOUCESTER  
986 - Biofilm disks cleanup

DISC CLEANUP

5/18/2011

8,052.15

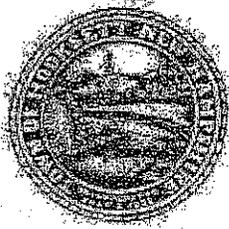
L1043

Misc. one-time Revenue

Sewer Fund Checking

8,052.15





# Town of Hooksett

Board of Sewer Commissioners  
1 Egawes Drive  
Hooksett, NH 03106

May 23, 2011

Deputy Miles Schlichte  
Gloucester Fire Department  
8 School St.  
Gloucester, MA 01930

Dear Deputy Schlichte:

The attached check is made out to the City of Gloucester instead of the Gloucester DPW. I spoke to Carol McMahon about it and she said it was okay to mail as is and she will take care of it.

Thank you to everyone involved in the collection efforts of the discs released from our Wastewater Treatment facility. Through the coordinated efforts between the environmental clean-up professionals we hired and that of our fellow communities and volunteer groups throughout New Hampshire and Massachusetts, we have recovered approximately 84% of the total discs released.

On behalf of the Town of Hooksett and Hooksett Sewer Commission, I would like to offer our apologies for any disturbance that may have been caused by the appearance of the discs. We are committed to ensuring that these discs are removed from our beaches and coastal communities.

If you have members of your community that have questions or are interested in helping out with collection efforts, they can contact Enpro at the following 24-hour toll free number: 1-800-966-1102.

Sincerely,

Sid Baines, Chairman  
Hooksett Sewer Commission

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 Kirk  
RE: Updates Regarding the City's Emergency Management Dept.  
DT: September 6, 2011

Dear Members of the City Council,

The Administration is compelled for many reasons to provide the Council with some important updates and make additional requests regarding the evolving Emergency Management Dept. for the city of Gloucester.

**FOR COUNCIL INFORMATION:**

**Representation of EMD by Mayor's Office**

I have spoken to Deputy Chief Miles Schlichte, the city's current Emergency Management Director, about his remarks specifically at the Council Ordinance and Administration meeting on August 15, 2011. The Deputy Chief was reminded that when he is before the Council as EMD, he is a representative of the Mayor's office. Deputy Chief Schlichte was only speaking for himself when he stated that he "would respectfully submit his resignation if he has nothing to work with". These remarks did not reflect the viewpoint of the Mayor's office.

Rather, the Deputy Chief should have listened to the concerns raised by the Council, answered questions, and offered education and clarification as to the issues at hand. Any job-related concerns should have been taken up directly with the Administration separate from the Council.

**Written Authorization Needed to Initiate EMD Involvement**

There appears to be some confusion about when activity by the Emergency Management Director is initiated or what triggers the EMD's involvement and thus results in overtime. Going forward, the Administration has instituted a policy that requires written authorization from me to initiate EMD involvement in any particular circumstance going on in the city that will result in overtime costs. The decision about whether or not an incident requires EMD and/or EOC (Emergency Operations Center) response will be made in consultation with including but not limited to the Fire Chief, Police Chief, Public Health Director, DPW Director, and EMD.

The EMD stipend is meant to cover the planning aspects of the EMD function – not incidents. In the event the EMD is triggered, or other emergency expenses arise due to an incident requiring such response, the Administration will seek out funding from the SR900 account through the City Council.

**Emergency Overtime Policy - All impacted employees**

Regarding overtime as a result of incidents in which the EMD is activated, particularly the Emergency Operations Center which requires representative staffing from multiple departments, the Administration has asked the Personnel Director to prepare an overtime policy that will fairly compensate employees for hours spent manning the EOC during non-business hours. Some policy guidelines fall within the purview of employee contracts and some do not.

Emergency overtime expenditures is not only an issue for the EMD, but for employees of other departments as well.

**Best Practices from Other Communities**

In order to gain operational knowledge about how other communities handle their EMD function, Chief Administrative Officer Jim Duggan is visiting two cities. In one city, there is a full-time EMD. In the other city, the EMD is paid a stipend and is also a Deputy Chief in the Fire Dept. How and when the EMD is triggered, the status of an EOC, and how overtime costs associated with incidents are handled are among the issues that will be researched and with Council's permission, reported to City Council in a future meeting.

**FOR COUNCIL ACTION:**

There are a number of issues pending that the Administration needs to get resolved, and we respectfully ask for the City Council's support:

1. Amendment to budget transfer request to pay \$290.29 for overtime incurred by the EMD and paid by the FD with the approval of the Fire Chief so as to settle with the employee, however, now the FD needs to be reimbursed for the expense. The Administration proposes paying this out of the Mayor's contingency account. Going forward, the Administration would like to make it clear that these types of expenses will need to come out of the SR900 account.
2. Request to continue the funding for administrative support for the EMD function at least through December 31, 2011. Carol McMahon is currently funded on a contract basis on a grant that is due to expire by the end of September. The Administration proposes extending funding this through the contract services line item in the Fire Dept. with a transfer from the SR900 account in the amount of \$4,800.

An interruption in this support would be a setback for the city. One of the reasons the city's response to the recent tropical storm Irene was so highly complimented was due to the administrative support provided by Ms. McMahon including:

- Attending the MEMA conference calls on the EM's behalf which started several days before Irene made landfall.
- Information gathering for local pre-planning meetings;
- Taking meeting notes and dissemination of information to pertinent departments;
- Preparation of the EOC for the storm with respect to computers and necessary computer programs to track and document storm activities;
- Managing the request for emergency shelter from a gentleman and his elderly Mother;
- Writing twice-daily storm updates for the media and city web page;
- Tracking storm-related expenses for eventual reimbursement from FEMA.

Since tropical storm Irene, Ms McMahon has been doing the following storm-related activities:

- Documenting and compiling information for the After Action Report to ascertain jobs well done and areas that need improvement;
- Preparing the Massachusetts Emergency Management Agency's initial damage assessment cost recovery information which is due September 13<sup>th</sup>;
- After Sept 13<sup>th</sup> this process continues with the compilation of detailed documentation from each affected city department and determination of applicability for reimbursement regarding city money spent on federally declared disasters;
- Part of this process includes detailing the event in a comprehensive narrative to FEMA that will determine the validity of city expenses incurred;
- As we did with the snowstorm, by working directly with an assigned FEMA Disaster Assistance Employee, Ms McMahon will ensure that the City recovers all qualified city expenses for reimbursement. With the scope of Irene's impact, it is doubtful that FEMA will have the Disaster Assistance Employees assigned to Massachusetts before September 30<sup>th</sup> which will be after Ms McMahon's grant runs out.

In addition, Ms. McMahon is providing administrative support on the following projects:

1. FEMA Hazard Mitigation Grants: Currently FEMA's focus is on remediating flooding issues and Ms. McMahon is currently working closely with MEMA representatives to identify and apply for grant opportunities that could correct areas in the city that have had historic flooding issues. Ms McMahon has also attended the FEMA Benefit Cost Analysis training program that is required by FEMA to determine basic eligibility for these grants. The deadline for the grant presentation is November 1, 2011.
2. The Gloucester Hazard Mitigation Plan: This is currently under review at FEMA. Federal acceptance of the City Plan is required to apply for any nationwide competitive grant opportunities. While the plan that was submitted several years ago is currently under review, there exist many significant hazards in this city that were not appropriately detailed in that initial basic plan. As of note, multiple freezer plants that utilize ammonia are a primary concern. Creating a plan for remediation/response will be a major undertaking and the assistant will assist the Emergency Management Director with creating these plans and responses.
3. The City of Gloucester's Comprehensive Emergency Management Plan: This is an ongoing effort. A complete rewrite has been 80% completed just in time for the annual update to start. Ms. McMahon has worked with city departments and MEMA to bring the city's Emergency Management Plan into the state's top 5% of Emergency Plans submitted to MEMA
4. Gloucester's Continuity of Operations Plan: Each community must be prepared to operate effectively in the event of extraordinary events. Ms. McMahon is assisting the Emergency Management Director in creating a Continuity of Operations Plan to define and determine how the city would continue basic functions such as tax collection, payroll, city clerk functions etc., in the event that key personnel would be unable to report to their assigned functions.

Ms. McMahon work has also been a valuable asset to this city in helping the Emergency Management Director with the creation and operation of the Emergency Operations Center which is only possible through her volunteer work as Program Manager of the Gloucester CERT team.

**City of Gloucester  
Special Budgetary Transfer Request  
Fiscal Year 2012**

INTER-departmental requiring City Council approval - 6 Votes Required  
 INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2012-SBT- 3 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Mayor's Office

DATE: 9/7/2011 BALANCE IN ACCOUNT: \$ 106,310.00

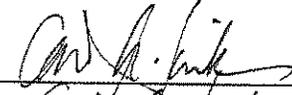
(FROM) PERSONAL SERVICES ACCOUNT # \_\_\_\_\_ Unfund Account # \_\_\_\_\_  
 (FROM) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_ Unfund Account # 101000.10.900.52000.0000.00.000.00.052  
Special Reserve, Contractual Services  
 Account Description

DETAILED EXPLANATION OF SURPLUS: Funds placed in this account by Council during budget process. A portion of the total was related to continuing administrative support for the emergency mgt. function.

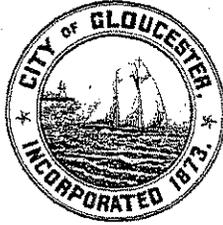
(TO) PERSONAL SERVICES ACCOUNT # \_\_\_\_\_ Unfund Account # \_\_\_\_\_  
 (TO) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_ Unfund Account # 101000.10.220.52001.0000.00.000.00.052  
Fire Department, Special Contractual Serv.  
 Account Description

DETAILED ANALYSIS OF NEED(S): To fund contractual services for administrative assistance for the emergency management function.

TOTAL TRANSFER AMOUNT: \$ 4,800.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER  
 FROM ACCOUNT: \$ 101,510.00  
 TO ACCOUNT: \$ 6,800.00

**APPROVALS:**  
 DEPT. HEAD:  DATE: 9/7/11  
 ADMINISTRATION:  DATE: 9/7/11  
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-281-8472  
jtowne@gloucester-ma.gov

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

MEMORANDUM

To: Mayor Kirk  
From: Jeffrey C. Towne, CFO *JCT*  
Date: August 17, 2011  
Re: Acceptance of \$5,000 grant from MIIA

**RECEIVED**  
**AUG 17 2011**  
**Mayor's Office**

Last fall the City had an opportunity presented to it by our insurance provider (MIIA) for a grant not to exceed \$5,000 that could be used to develop and implement a sewer backup/overflow prevention program through inspection of aging sewer and storm drain lines in the City. The City had planned on purchasing a portable camera system at the time the opportunity came up so we, Mike Hale and I, asked MIIA if that would qualify for reimbursement under the grant.

I am pleased to report that we were awarded the grant and the funds have come in the form of a check to the City, dated 7/25/11. The funds were spent out of the sewer fund and therefore the money from the grant, if accepted, will be deposited back into the sewer fund and drop to the bottom line at the end of Fiscal Year 2012.

Attached please find the back up paperwork associated with the purchase of the camera and also the grant application.

Please refer this matter, the acceptance of a grant, to the City Council for acceptance. Thank you.

MIIA LOSS CONTROL  
FY2011

GRANT APPLICATION

*FISCAL YEAR 2011*

Instructions

If you need additional space you may submit your application in narrative form.

Please fill out entire form and forward to : Jeffrey J. Siena  
Loss Control Manager, MIIA  
One Winthrop Square  
Boston, MA 02110

Please read the enclosed information sheet before completing application. If you have any questions please contact Jeff Siena at: 1-800-882-1498 ext. 259; Email: [jsiena@mma.org](mailto:jsiena@mma.org) or Mary Ann Marino at: 1-800-882-1498-ext. 262; Email: [mmarino@mma.org](mailto:mmarino@mma.org)

MIIA Member: City of Gloucester  
Contact Person: Jeffrey C. Towne, CFO  
Phone: 978.281.9707 Fax: 978.281.8472

1. *Purpose of Grant:*

Development and implementation of a sewer backup/overflow prevention program through video inspection of aging sewer and storm drain lines in the City of Gloucester. This program includes the purchase of a portable camera and tracing equipment.

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2. *Description:*

Summarize what you plan to do, who will do it, and when it will be done.

The implementation of a sewer backup/overflow prevention program will be greatly enhanced with the use of a pipe camera and tracing equipment. Currently, all pipe thought to be restricted, collapsed or filled with roots has to be excavated to find the cause of the backup or overflow. This leads to costly exploration which is often not effective. By locating the exact cause of the backup or overflow, we will minimize personal property damage and make the necessary repairs.

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3. **Cost:**

List cost per item/training session as well as total amount applied for. If for multiple departments, please list each department separately.

Cues Mini-Push 20/20 portable camera and tracing device is anticipated to cost \$23,000. Understanding the grant is up to \$5,000, the balance will be assumed by the City's operating budget in FY2011.

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4. **Benefits:**

Please summarize the benefits you expect from materials/training funded by the Loss Control grant.

Failure to identify the cause of a backup or overflow can lead to personal property damage and repair costs. We will reduce overtime calls, total cost of repairs, functionality of our sewer and storm water conveyance system, reduce rental costs for similar devices or pipe camera services from 3<sup>rd</sup> party vendors.

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The following items are not eligible for a MIIA Loss Control Grant:

- ◆ Overtime or wage payments
- ◆ Purchase of training materials available at no cost from MIIA, or other sources i.e. Fire/Police/ Academy, Bay State Roads, training library, etc.
- ◆ Purchase of certain personal protective equipment. (i.e. hard hats, safety shoes, safety glasses, etc.)

*Please sign, date and return to MIIA. MIIA may request additional info in the review process. Application must be signed by the town manager, town administrator or superintendent of schools etc.*

Signature Jeffrey C Towne  
Title CEO  
Email jtowne@gloucester-ma.gov  
Phone 978 281 9207  
Date 10/21/10

The Standard of the Industry



# MINI-PUSH 20/20

Portable Mini-mainline System

The CUES Mini-Push 20/20 is an all-inclusive, ready-to-use, portable, color video inspection system. The Mini-Push 20/20 uses proven video technology to view and record pipelines from 2" in diameter and larger and can operate with existing CUES PS2, PS3 and self-upright cameras. The 6.4" color LCD monitor is adjustable with a fold down position for protection during transport and includes a sun shield for optimal viewing in sunlight. This lightweight system includes wheels for easy portability and a balanced footprint for stability. Manufactured for rugged reliability and designed to handle rigorous field use, the Mini-Push 20/20 is a versatile tool for any portable system user.

*Lightweight system for easy portability!*

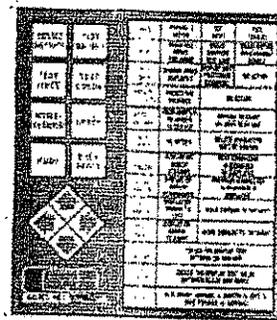
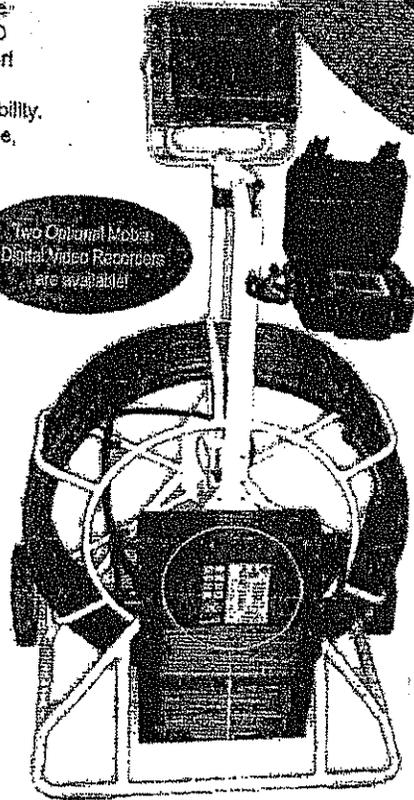
## Features & Benefits:

- Alphanumeric video titling for on-screen footage display and comments
- 6.4" color LCD monitor with adjustable 3-axis display angle
- Universal AC power input of 85-264 VAC at 50/60 Hz
- The system operates using an internal 12-volt battery with battery charger
- Weather/water resistant aluminum electronics enclosure
- Operating instructions included on front of electronics enclosure
- Built-in connections for optional VCR
- Over voltage protection for built in camera lighting
- Reel assembly includes a footage counter on the basket hub and cable contact is not required
- 100' push cable (standard)
- PS3 standard 1.6" diameter color camera for 2" - 8" pipe
  - High resolution - 450+ lines ; high sensitivity - 0.3 lux
  - Long life LED light head with light intensity control
- Operates with a PS3, PS2, and self-upright camera
- Operates with PS2 mini/mainline camera for 3" - 15" pipes
- Operates with any constant tone, 512 Hz locator/receiver

## Optional MP 20/20 Equipment:

- Two optional mobile digital video recorders, housed in a protective case, are available to digitally record the video inspection and audio from the included microphone. Options: 80GB hard drive or 16GB SD card
- Pneumatic tires are available to transport the MP2020 across rough terrain
- Mainline translator module and interface cable for operation with a standard multi-conductor truck
- VCR housed in a transport case. AC or DC option
- High-brightness, 700 nit sunlight-readable, LCD display
- Keyboard to create defect and commentary entry
- 200' push cable
- Built-in locator/receiver for accurate camera location in metallic and non-metallic pipes
- PS2 or self-upright camera

Two Optional Mobile Digital Video Recorders are available!



A distance counter and titler, built into the PCU, displays distance and comments on the video monitor!

Specifications subject to change without prior notice.

Visit our web site at [www.cuesinc.com](http://www.cuesinc.com)

3 Pond Road  
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

**CITY OF GLOUCESTER**  
COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

TO: Mayor Carolyn Kirk  
FROM: Sarah Garcia, Community Development Director  
CC: Deborah Laurie, CPC Senior Project Manager  
RE: Recommendations from the Community Preservation Committee  
DATE: August 29, 2011

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The Community Preservation Committee has received, reviewed and made recommendations on the second round of project applications for the Community Preservation Act funding.

Please find attached the Committee's submission of recommended projects for your review, and for forwarding to the City Council for their review and appropriation.

Thank you.

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE  
RECOMMENDATIONS FOR FY11, ROUND 2 APPROPRIATION**

The Community Preservation Fund Balance available for round 2 funding is \$434,794.64. The Gloucester Community Preservation Committee recommends that City Council appropriate \$406,453 from the Community Preservation Fund for the projects hereinafter described.

All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to all recommended projects:

1. Projects financed with Community Preservation Act funds must comply with all applicable State and municipal requirements. Funds are administered and disbursed by the City of Gloucester.
2. Project oversight, monitoring, and financial control are the responsibility of the Community Preservation Committee or its designee.
3. The Community Preservation Committee will require quarterly project status updates from Community Preservation Act Fund recipients. Additionally, recipients shall also provide an interim report at the 50% Completion Stage along with budget documentation.
4. All projects will be required to state *"This project received funding assistance from the citizens of Gloucester through the Community Preservation Act"* in their promotional material and, where appropriate, on exterior signage.

Attached are:

1. Summary of Community Preservation Committee Recommendations
2. Project Summaries for each Recommendation
3. Criteria for Project Evaluation adopted and published by the Community Preservation Committee

Applications for all projects are available for review in the Office of Planning and Development.

Submitted by: Community Preservation Committee

J.J. Bell, Co-Chair and At-Large  
Bill Dugan, Housing Authority  
Karen Gallagher, Planning Board  
Dan Morris, Open Space and Recreation  
Scott Smith, At-large

Sandy Dahl-Ronan, Co-Chair and At-Large  
John Feener, Conservation Commission  
Tom OKeefe, Historic Commission  
Stacy Randell, At-large

## Summary of Community Preservation Committee Recommendations

Project No.	Applicant	Project Title	Category	Recommended Amount
1	Gloucester Housing Authority	Sheedy Park Roof Replacement	Community Housing	\$86,453
2	Cape Ann Museum	White Ellery House (1710) Window Restoration	Historic Preservation	\$25,000
3	Gloucester Adventure	Save the Adventure	Historic Preservation	\$25,000
4	Phyllis A. Marine Association	Phyllis A. Mast and Hull Restoration	Historic Preservation	\$20,000
5	Gloucester Committee for the Arts	WPA Murals Restoration Project	Historic Preservation	\$15,000
6	Magnolia Historical Society	Magnolia Historical Society Archival Preservation	Historic Preservation	\$10,000
7	Sargent House Museum	Sargent House Museum Fence Replacement Project	Historic Preservation	\$15,000
8	Sawyer Free Library	Sawyer Free Library Landscaping Project	Historic Preservation	\$75,000
9	City of Gloucester Community Development Department	Little River Stream Habitat and Restoration Project	Open Space	\$15,000
10	Essex County Greenbelt Association	Tompson Street Reservation Gateway	Open Space	\$120,000
			TOTAL	\$406,453

**PROJECT NO. 1**  
**SHEEDY BUILDING ROOF REPLACEMENT**  
**Project Sponsor: Gloucester Housing Authority**

The Community Preservation Committee recommends the appropriation of \$86,453 to the Gloucester Housing Authority toward the Sheedy Building roof replacement in order to preserve community housing.

The Community Preservation Act spending purpose is to support community housing.

**Project Summary**

The existing 14,751 square foot roof is over 30 years old, has seriously deteriorated and has caused the GHA to shutter units due to excessive leaks. Additional units in the 81 unit elderly housing development will need to be shuttered if roof is not replaced in the immediate future.

The total roof replacement cost is \$282,607. CPA funds will be used in conjunction with an anticipated \$196,154.00 State Formula Funding grant to fund the projected construction costs. Design work is scheduled to begin this summer and construction would be completed during spring of 2012. This time sensitive project would assist in the support and preservation of an existing 81 unit elderly housing development that is permanently affordable to households below 80% of area median income.

**PROJECT NO. 2**  
**WHITE-ELLERY HOUSE (1710) WINDOW RESTORATION PROJECT**  
**Project Sponsor: Cape Ann Museum**

The Community Preservation Committee recommends the appropriation of \$25,000 to the Cape Ann Museum for the leaded glass window replacement at the 1710 Ellery House in order to restore an historic resource.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary**

In the past three years the Cape Ann Museum has made substantial progress in restoring and stabilizing the White-Ellery House (1710). Work successfully accomplished as of date includes stabilization of roof and clapboard siding; restoration of the original plaster covered cornice on the front façade; improvements to the storm water drainage system at the rear of the house; and re-wiring of electrical service. Work is currently in progress installing a fire detection/warning system and a burglary system.

The Cape Ann Museum now needs to replace 28 failing casement windows with historically appropriate leaded glass sashes, the total project costs being \$80,000. Also, planned will be a leaded glass light over the front door which was removed sometime during the second half of the 19<sup>th</sup> century. Period appropriate hardware will be installed on all windows.

The White-Ellery House is listed on the National Register of Historic Sites. The Cape Ann Museum has entered into a preservation restriction with the Massachusetts Historic Commission, assuring that the property will be kept intact in perpetually.

**PROJECT NO. 3**  
**SAVE THE ADVENTURE**  
**Project Sponsor: The Gloucester Adventure, Inc.**

The Community Preservation Committee recommends the appropriation of \$25,000 to the Gloucester Adventure toward the purchase and installation of five (5) spars in order to restore an historic resource.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary**

The funds would go toward the purchase and installation of five (5) spars of the eight spars and required hardware needed to sail the Schooner Adventure, a National Historic Landmark. These spars will be laminated for increased structural strength. A complete suit of sails for the Schooner Adventure have been funded and the cloth purchased and is waiting USGC approved stability assessment for the sail maker to complete the manufacture of the sails. With the installation of the eight spars, the total cost of which is \$135,600, and soon after the sails, Schooner Adventure is steps closer to completion and sailing as the Flagship of the City of Gloucester.

**PROJECT NO. 4**  
**PHYLLIS A. HULL AND MAST RESTORATION**  
**Project Sponsor: The Phyllis A. Marine Association**

The Community Preservation Committee recommends the appropriation of \$20,000 to the Phyllis A. Marine Association toward the hull and mast restoration in order to restore an historic resource.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary**

The Phyllis A. is a 60' gill net fishing vessel built in 1925 by Captain Albert Arnold. Captain Arnold was the leader of a group of fishermen from the Great Lakes who brought the gill net fishing industry to the Atlantic East Coast in 1910, starting an industry which is still in use today. The vessel was fished by the Arnold family until the year 2000.

The telling of the Phyllis A.'s story is the telling of Gloucester's story. The vessel represents a way of life found in this city during the 1900's: men who put their life on the line to earn a day's pay and support the shore-side fisheries related industries and the family that surrounded them.

The benefits of restoring the Phyllis A. to the City of Gloucester are three-fold. First, as an important historical vessel, she is a representative of Gloucester's quickly receding waterfront culture. Secondly, she will be an educational tool of instruction about the gillnet fisheries in particular and the fishery community and its history in general. Thirdly, the Phyllis A. is a tourist attraction compatible with the historic harbor – one already beloved by local and visiting artists.

The project consists of a haul out to rehabilitate and preserve the vessel's hull and restore the main mast and associated rigging to its original configuration. The total cost of the vessel haul out, restoration, and new mast will be \$30,115.00.

**PROJECT NO. 5**  
**WPA MURALS RESTORATION PROJECT**  
**Project Sponsor: Gloucester Committee for the Arts**

The Community Preservation Committee recommends the appropriation of \$15,000 to the Gloucester Committee for the Arts toward the restoration of the WPA murals in the first floor common areas of City Hall in order to preserve an historic resource.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary**

The Gloucester Committee for the Arts would like to begin restoration work on City Hall's Works Progress Administration (WPA) murals. The proposed restoration work was recommended in a condition report, which was funded by a grant from the National Endowment for the Humanities and completed by a professional conservator. Gloucester's WPA murals are historically and culturally significant national treasures and are vital examples of Gloucester's cultural heritage. The murals showcase local artists from the 1930's and depict the founding of Gloucester, the role of the arts and civic institutions in society, and Gloucester's fishing industry. The restoration work will increase public awareness and appreciation of the murals and ensure that these important art works will be available for future generations. Restoration would begin in January 2012 on six murals by Charles Allen Winter which are in most need of restoration and are some of the most valuable in Gloucester's collection. The total cost for the restoration of these six murals is \$42,000.

**PROJECT NO. 6**  
**MAGNOLIA HISTORICAL SOCIETY ARCHIVAL PRESERVATION**  
**Project Sponsor: Magnolia Historical Society**

The Community Preservation Committee recommends the appropriation of \$10,000 to the Magnolia Historical Society toward the digitization of their archives in order to preserve an historic resource.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary**

The Magnolia Historical Society manages the art, artifacts and information housed within the Fran Hines Historical Museum located in the Community Center known as the Magnolia Library Center. The Museum holds a large collection of Magnolia's most precious historical items and information that cannot be found elsewhere or replaced. In order to competently index, file, preserve and make readily available all of the information the Historical Society would like to organize, digitize, promote and grant easy access to their collection of history while simultaneously protecting those resources.

In order to accomplish this goal, an "all-in-one" printer, scanner, copier and materials needs to be purchased. This will accomplish their goals in protecting originals from decomposing further and having these important artifacts preserved forever.

**PROJECT NO. 7**  
**SARGENT HOUSE MUSEUM FENCE REPLACEMENT PROJECT**  
**Project Sponsor: Sargent Murray Gilman Hough House Association**

The Community Preservation Committee recommends the appropriation of \$15,000 to the Sargent House Museum toward the restoration of their Main Street fence in order to restore an historic resource.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary**

Built as a high-style Georgian house in 1782, part of the Gloucester Historic District, and on the National Register, the Sargent House Museum proposes to replace the cast-iron fence that fronts on Main Street as well as stabilize the underlying wall, the total cost of which is \$35,500. This fence, with its peeling black and white paint, is rusted beyond repair. As such, it is a major eyesore in the heart of Gloucester's commercial district. The Museum intends to replace with it with a wooden one, in keeping with the historical fabric of the original fence in that location and to expand the public use of open green space in the West End where there is none.

Public outreach is an important goal of the Museum. To attract not only tourist, but residents also the Museum is involved many events such as the Middle Street walk around the holidays which attracts over 250 people, they provide news blasts to more than 1000 residents, advertise all programs on various websites, the Chamber and local outlets, host free events, develop programs for middle aged school students, allow access to their Garden on Main Street for artists, residents and tourists to enjoy and much more. Along with the new fence will be a sign which welcomes the public to enjoy the grounds of the Sargent House Museum overlooking the West End of Main Street.

**PROJECT NO. 8**  
**THE SAWYER FREE LIBRARY LANDSCAPING PROJECT**  
**Project Sponsor: Sawyer Free Library**

The Community Preservation Committee recommends the appropriation of \$75,000 to the Sawyer Free Library toward ADA code compliant accessibility improvements on the exterior of the library complex, which includes the 1764 Saunders House, in order to rehabilitate an historic resource.

The Community Preservation Act spending purpose for this appropriation is to rehabilitate historic resources.

**Project Summary**

Over 150,000 people visit the Sawyer Free library annually for library services, programs, events, and public meetings. The heavily trafficked access to the library via the front and side lawn has resulted in breakdown of walkways and weather-related erosion that has rendered much of the area unsound, unstable and distressed in its appearance.

In a plan to address these issues, the Library is undertaking a project that will enable the Sawyer Free Library to stabilize and repair the aforementioned exterior areas. Rehabilitation will include stroller and handicap accessible graded walkways, the addition of a 50 foot ADA compliant access ramp, and stabilization of pedestrian access points to restore and/or meet current ADA standards. The project, the total cost of which is \$250,000, also includes attractive landscaping and an outdoor amphitheatre, for programs such as the reading of stories to children. The finished project will result in a safe, well lit and aesthetically appealing walkways providing access to the Library, City Hall and adjacent senior housing.

**PROJECT NO. 9**  
**LITTLE RIVER STREAM HABITAT AND RESTORATION PROJECT**  
**Project Sponsor: City of Gloucester Community Development**

The Community Preservation Committee recommends the appropriation of \$15,000 to the City of Gloucester Community Development toward legal work and conservation easement in connection with the protection of the wildlife habitat for the little River in West Gloucester in order to preserve open space.

The Community Preservation Act spending purpose for this appropriation is to preserve and protect open space.

**Project Summary**

The Community Development and Shellfish Department staff has been working with the Department of Environmental Restoration on this stream habitat restoration project for the better part of ten years. The project is located between the city water treatment plant and Wellspring House on Essex Avenue. The project is fully designed and substantial permitting has been completed, as a state priority stream restoration project. Certain elements of the design would be conducted on Wellspring property and require the reworking and purchase of an expanded easement to ensure project success in the long-term. The stream/floodplain restoration project within the easement is also an open space/rehabilitation/restoration eligible activity. This CPA request would provide match to several grant programs, which would provide the balance of project funding. The total project budget is \$270,000.

**PROJECT NO. 10**  
**TOMPSON STREET RESERVATION GATEWAY**  
**Project Sponsor: Essex County Greenbelt Association**

The Community Preservation Committee recommends the appropriation of \$120,000 to the Essex County Greenbelt Association toward their purchase of the 6.75 acres Tompson Street Gateway site in West Gloucester in order to preserve open space, upon the condition that the Essex County Greenbelt Association conveys a conservation restriction to the City of Gloucester or its designee.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

**Project Summary**

The proposed project would preserve 6.75 acres of land on Bray Street that directly abuts Greenbelt's 300-acre Tompson Street Reservation, a well-used property in West Gloucester with over 5 miles of trails. The acquisition of this parcel will enhance the Tompson Street Reservation by improving access and an expanding the trail network. A public parking area, kiosk and trail head, as well as appropriate signage indicating public accessibility, would be created on the Bray Street property. A time sensitive project, The Tompson Street Gateway is under threat of development, being currently owned by a local developer and having been approved as part of a larger, 4-lot approval-not- required (ANR) subdivision. Preservation of this parcel protects wildlife habitat indicated as supporting core habitat on the Massachusetts Biomap MassGis data layer and water resources that would be detrimentally impacted by development. Essex Country Greenbelt has the property under agreement through the end of 2011, at a price of \$220,000, the total project cost being \$241,250.

**Community Housing Evaluation Criteria**

1	Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws	
2	Promote a socioeconomic environment that encourages a diversity of incomes	
3	Provide housing that is harmonious in design and scale with the surrounding community	
4	Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B	
5	Ensure long-term affordability	
6	Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals	
7	Provide affordable rental and affordable ownership opportunities	
8	Promote use of existing buildings or construction on previously-developed or city-owned sites	

**Public Recreation Evaluation Criteria**

1	Addresses a need or objective identified in a City plan	
2	Serves a significant number of residents	
3	Preserves and expands the range of recreational opportunities available to city residents of all ages and abilities, including those at-risk of obesity as identified through the Get Fit Gloucester! Community Action Plan	
4	Promotes recreational activities	
5	Maximizes the utility of land already owned by city	
6	Promotes the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities	
7	Preserves and enhances the natural habitat functions and values of open space for wildlife	

City Hall Annex  
Three Pond Road  
Gloucester, MA  
01930



TEL 978-281-9771  
FAX 978-281-9729  
mschenk@gloucester-ma.gov

CITY OF GLOUCESTER  
HEALTH DEPARTMENT

MEMORANDUM

TO: Mayor Carolyn Kirk

THRU: Max Schenk, Interim Health Director

FROM: Stephen Winslow, Senior Project Manager

COPY: Sarah Garcia, Community Development Director

Re: Get Fit Gloucester!

**Application for the Strategic Alliance for Health Mentoring Project**  
Boston Public Health Commission

DATE: August 29, 2011

The Health Department seeks the assent of the Mayor and City Council to secure a grant for \$25,000 in funds from the Boston Public Health Commission (BPHC). The BPHC has received a major Center for Disease Control grant that mandates BPHC provide mentoring and support for health initiatives such as Get Fit Gloucester! The program requires the funding go through the Health Department.

Should the grant application be successful, the \$25,000 in funds would be used for the following purposes:

1. Provide funding for the Get Fit Gloucester! Project Manager position for an additional 3 month period until September 30, 2012<sup>1</sup>;
2. Support the Cape Ann Farmer's Market Backyard Growers program that has been working with the Open Door Food Pantry, Pathways for Children and the School Department to expand garden opportunities for low-income residents in Gloucester; and
3. Provide additional funding to the Cape Ann YMCA Youth Clean Team in order to hire additional youth to focus on stewardship of parks, playground and open space areas within the City.<sup>2</sup>

<sup>1</sup> The Mass in Motion program recently informed the Community Development Department that funding for this position will be available through at least June 30, 2012.

<sup>2</sup> Please note that the MA DPH informed Get Fit Gloucester! of this grant opportunity on August 2, 2011 leaving limited time to assess whether Gloucester could apply, prepare a draft application, secure internal and external support. As a result, the application needs to be submitted before City Council review.



## Request for Applications

The Boston Public Health Commission:  
Strategic Alliance for Health  
Chronic Disease Prevention and Control Division

### Overview

The Boston Public Health Commission's Strategic Alliance for Health (SAH) is pleased to release this Request for Applications (RFA) to organizations or coalitions addressing community health in Massachusetts.

Since 2008, the federal Centers for Disease Control and Prevention's SAH communities have been improving community health through sustainable, innovative, and evidence-based community health promotion and chronic disease prevention interventions that promote policy, systems, and environmental changes. As one of such grantees, the Boston Public Health Commission (BPHC) is charged with providing technical assistance grants and mentoring to support the development of policy, systems and environmental strategies related to physical activity and nutrition in communities outside of Boston. To foster shared learning and support, grantees will participate in joint meetings, conference calls, and training opportunities throughout the year.

The Boston Public Health Commission is seeking to fund community coalitions in two Massachusetts communities outside Boston to receive training, technical assistance and a \$25,000 award. Specifically, the BPHC will fund organizations or coalitions to organize for policy and systems changes related to obesity prevention through healthy eating and/or physical activity.

Application for the Strategic Alliance for Health Mentoring Project

Cover Sheet

Name of Organization: City of Gloucester Health Department

Address: 3 Pond Road, Gloucester MA Zip Code: 01930

Contact for Program Information:

Name: Stephen Winslow Position: Senior Project Manager

Phone: 978-281-9781 Email: swinslow@gloucester-ma.gov Fax: 978-281-9779

Contact for Fiscal and Contract Information:

Name: Max Schenk Position: Interim Health Director

Phone: 978-281-9771 Email: mschenk@gloucester-ma.gov Fax: 978-281-9729

Proposal submitted by: (must be authorized signatory)

Name: Carolyn Kirk Position: Mayor

Phone: 978-281-9700 Email: ckirk@gloucester-ma.gov Fax: 978-281-9738

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Amount of Funding Requested: \$25,000.00



City of Gloucester  
Grant Application and Check List

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

Name of Grant: Strategic Alliance for Health Mentoring Project

Department Applying for Grant: Health Department

Agency-Federal or State application is requested from: Boston Public Health Department

Object of the application: Extend and Bolster Get Fit Gloucester!

Any match requirements: No Cash Requirements; Grantees participate in trainings etc.

Mayor's approval to proceed: [Signature] 9/7/11  
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

FORM: AUDIT GRANT CHECKLIST - V.1

⊕ CDC Subgrant

City Hall Annex  
Three Pond Road  
Gloucester, MA  
01930



TEL 978-281-9771  
FAX 978-281-9729  
mschenk@gloucester-ma.gov

CITY OF GLOUCESTER  
HEALTH DEPARTMENT

**MEMORANDUM**

TO: Mayor Carolyn Kirk

THRU: Max Schenk, Interim Health Director



FROM: Stephen Winslow, Senior Project Manager

COPY: Sarah Garcia, Community Development Director

Re: Get Fit Gloucester!

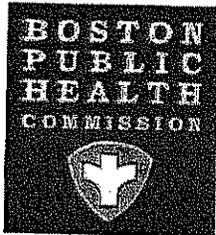
**Application for the Strategic Alliance for Health Mentoring Project**

Boston Public Health Commission

**Due August 31, 2011, Noon**

DATE: August 29, 2011

The Health Department requests that you execute the attached grant application for \$25,000 in funds from the Boston Public Health Commission (BPHC). The BPHC has received a major Center for Disease Control grant that mandates BPHC provide mentoring and support for health initiatives such as Get Fit Gloucester! The program requires the funding go through the Health Department. Sarah Garcia has been briefed on the proposed application and supports this. Please contact Stephen Winslow when the document has been executed so he can prepare the copies and deliver the application by August 31st.



## Request for Applications

**The Boston Public Health Commission:  
Strategic Alliance for Health  
Chronic Disease Prevention and Control Division**

### **Overview**

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City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

**Application Checklist**

**DUE 12:00pm, August 31st, 2011**

- Signed cover sheet
- Completed mentoring community availability sheet
- Project narrative (no more than 10 pages, 12pt font, double spaced, 1" margins)
- Budget and justification (not part of the 10 page limit)
- Signed letters of support from identified Leadership Team members
- CV or resume for identified Project Coordinator

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



CITY OF GLOUCESTER  
OFFICE OF THE MAYOR

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

August 31, 2011

Megan McClaire, Public Health Prevention Specialist,  
Chronic Disease Prevention and Control Division  
Boston Public Health Commission  
1010 Massachusetts Avenue, 6th Floor  
Boston, MA 02118  
Via e-mail: [mmcclaire@bphc.org](mailto:mmcclaire@bphc.org)

Re: Get Fit Gloucester!  
**Application for the Strategic Alliance for Health Mentoring Project**

Dear Ms. McClaire:

The City of Gloucester is pleased to submit this application for technical assistance and mentoring to Boston's Strategic Alliance for Health Mentoring Project. In 2009 our City launched the Get Fit Gloucester! program with the support of the Department of Public Health's Mass in Motion program. Our Get Fit Gloucester! Partners undertook a community assessment using the CDC's CHANGE tool and developed a Community Action Plan that various partners and the City have begun to implement. BPHC's assistance will allow Gloucester to further bolster and improve this important initiative.

Max Schenk the City's Interim Health Director will be the City's lead contact for the grant application. If you have any further questions regarding this application please contact Mr. Schenk or Stephen Winslow, *Get Fit Gloucester!* Project Manager at 978-281-9781.

Sincerely yours,

Mayor Carolyn Kirk

cc: Max Schenk, Health Department  
Sarah Garcia, Community Development Director

Application for the Strategic Alliance for Health Mentoring Project

Cover Sheet

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Address: 3 Pond Road, Gloucester MA Zip Code: 01930

Contact for Program Information:

Name: Stephen Winslow Position: Senior Project Manager

Phone: 978-281-9781 Email: swinslow@gloucester-ma.gov Fax: 978-281-9779

Contact for Fiscal and Contract Information:

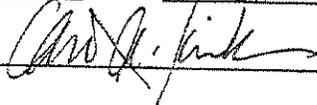
Name: Max Schenk Position: Interim Health Director

Phone: 978-281-9771 Email: mschenk@gloucester-ma.gov Fax: 978-281-9729

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City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Project Narrative (not to exceed 10 pages, double spaced, 12 point font, 1" margins):

**1. Community & Organization Overview**

The City of Gloucester has a population of 27,598 (2010 Census) with increasing populations of 787 Hispanics (2.9%), 239 African-Americans (0.9%) and 258 Asians (0.9%). Gloucester's estimated poverty rate in 2009-2010 was 8.8% slightly higher than the state average at that time of 7.7%.

The Gloucester Health Department conducts Youth Risk Behavior Surveys of public school students every two years and less frequent assessments of the adult population. Funding comes from Healthy Gloucester Collaborative Funds and through the Northeast Health System. Those surveys have indicated that Gloucester residents struggle with their weight and related chronic diseases (56.6%) at a rate greater than the state average (54.5%) according to the Department of Health and Human Services. They are also less physically active (44.7%) and eat less fruits and vegetables (26.8%) than the state average. Locally, over half (54.8%) of respondents to the GCHNA Survey indicated they were *slightly overweight* or *very overweight*, and a slightly smaller proportion (50.9%) of respondents indicated that they were *trying to lose weight*.

Over a quarter (28.3%) of Gloucester High School students indicated that they were *slightly overweight* or *very overweight*. Compared to other food choices, such as fruit, vegetables, or dairy, more GHSI students reported drinking sweetened drinks (60.0%) or eating food like cookies, cake or french fries (52.1%). 78.7% of adults responding to the survey reported that they participated in physical activity outside of work in the last 30 days. In 2009, 56% of Gloucester high school students reported 60 or more minutes of physical activity on at least 5 days in a week, a rate higher than the state average of 41%. Of note is how physical activity declined with/age grade, with 65% of 9th graders meeting the recommended activity level, down to 62% of 10th graders, 54% of 11th graders, and 46% of 12th graders. This is a substantially lower proportion than Gloucester's Healthy People 2010 objective of 85% and a decline of 4% from 2005.

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

There are a number of well-known health consequences for individuals who are overweight or obese, including: hypertension, osteoarthritis, type II diabetes, heart disease, stroke, and respiratory problems. 39.3% of respondents to the GCHNA survey reported that they had been told by a health professional that they had high blood pressure. 9.2% of respondents reported that they were told by a health professional that they had diabetes.

Several key observations came out of the CHANGE assessment the Get Fit Gloucester Partnership conducted in 2010. Dr. Brian Orr from Cape Ann Pediatrics, the City's largest pediatric practice, has been tracking Body Mass Index (BMI) data for over 10 years. He has observed that the big leaps in BMI often occur in 2<sup>nd</sup> and 3<sup>rd</sup> grade children. He theorized that this is a critical age where children go from being fed to feeding themselves. An intervention for this key age group to prevent this leap in BMI is critical.

The Gloucester School Department has also been tracking BMI data for several years. Table I summarizes the BMI data for Beeman and Veteran's School and the total for all five of Gloucester's K-5 elementary schools. Column 2 of Table I also shows the percentage of students signing up for free and reduced lunches at each school and indication of family income levels. The Veterans School and the Beeman School have higher enrollments of low and moderate income students who rely on free or reduced cost school lunches (72% and 60%, respectively). BMI results show that rates of overweight are higher at Beeman for both boys and girls and at Veterans for girls, the City's schools with highest percentages of students receiving free or reduced lunches.

Table 1 – Summary of Gloucester K-5 Elementary School BMI Data

School/Grade	Percent Free or	Girls	Boys	Overall
Beeman	60%	48%	40%	44%
Veterans	72%	41%	17%	29%
All K-5 Students	45%			33%

\* Percent of Students exceeding 85% threshold for Body Mass Index, an indicator of being overweight or at-risk of being overweight

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Please describe the mission of your organization and services you provide in your community.

The *Get Fit Gloucester!* Partnership works with civic leaders, city and school staff, community organizations, medical providers and businesses to create a "Fit Friendly Gloucester". Partners work to build community awareness of the increasing prevalence of obesity and the associated health risks in order to inspire community-wide environmental changes that support more active lifestyles and increase the availability of healthy and affordable foods. The overall goals of *Get Fit Gloucester!* include increasing rates of physical activity of all types and consumption of healthier foods. Those goals will be achieved through efforts to create more accessible and enjoyable options for physical activity, especially walking and bicycling, and increase access to and appreciation of healthy and affordable foods, including locally or regionally harvested foods.

What are your current and previous efforts to address the issues of obesity and chronic disease in your community?

The City of Gloucester became a Mass in Motion community in 2009 in order to identify and implement improvements that enable more active lifestyles and healthier eating habits. With the support of Mass in Motion funding the City has been able to initiate the *Get Fit Gloucester!* Partnership that completed the Center for Disease Control's CHANGE community assessment tool and a developed a Community Action Plan based on that assessment.

Describe any specific experience with policy, systems or environmental strategies.

Key accomplishments of *Get Fit Gloucester!* Community Action Plan to date include:

- Dedication of nearly \$200,000 in CDBG funds to leverage more funds to reconstruct sidewalks in Downtown Gloucester and beyond. Sidewalk improvements have occurred next to Gloucester High near the Veterans Memorial School, and on East Main Street leading to East Gloucester School and Rocky Neck. The positive recognition for these projects inspired the City's Public Works Department to

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

complete additional sidewalk work during other projects including adding a missing sidewalk on Maplewood Avenue and improving sidewalks in Lanesville leading to Plum Cove School.

- The creation of the City's first Open Space and Recreation Plan in over 12 years that includes the first comprehensive list of recreational areas and facilities in Gloucester. The Plan lays out a seven-year strategy to improve recreation and open space areas through-out Gloucester including a "Green Path Network" intended to promote recreation and active transportation.
- Improvements to our community food environment including the completion of a School Food Environment survey, the hiring of a new School Food Service Director with experience providing more nutritious and fresher foods and installation of new schoolyard, community and backyard gardens.

### Describe the organization's commitment to and history of addressing health inequities.

Health inequities in Gloucester primarily arise when comparing the needs and outcomes of low-income residents to those of the entire population of Gloucester. To address the nutritional needs of this population, the Open Door Food Pantry, Cape Ann Farmer's Market (CAFM) and the Food Project teamed up to create backyard gardens and mobile food markets for low-income families involved in the Pathways Headstart program and at several elementary schools.

The CAFM Backyard Growers program, in collaboration with The Food Project, provides raised beds, compost, garden installation, seedlings, seeds, training, and mentoring to low- to moderate-income Gloucester residents who want to create sustainable backyard vegetable gardens. The backyard gardens are intended to meet some of the families' food needs, improve environmental conditions in dense downtown neighborhoods, and build neighborhood unity within diverse populations.

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

The Chill Zone is a youth drop in center that also involves youth in tending the Riverdale Community garden (located in one of Gloucester's Environmental Justice areas) and selling produce from that garden at the CAFM. This program has been funded through grants, private donations and CDBG funds.

Families earning all or part of their livelihood through the fishing industry have been especially targeted by the Gloucester Fishermen's Wives Association's association with the Fishing Partnership Health Plan (FPHP). This plan provides access to affordable health coverage, education, and services to improve the health of Massachusetts fishing families. Between 1997 and 2011, the FPHP reduced the rate of uninsured fishing families from 43% to 13%.

The School Department discounts sports fees for students who receive free or reduced lunches; 21% of student athletes take advantage of these discounts, comparable to the proportion of low/mod students at GHS. The Gloucester Fishermen's Athletic Association (GFAA) is a nonprofit 501(c)(3) community-based organization dedicated to the principle that all of Gloucester's children should be able to participate in the sport of their choice, regardless of financial circumstances. The GFAA provides \$30 per athlete to offset fee costs and offers work days so student athletes can earn additional \$50 scholarships

## 2. Proposal

Following CDC guidelines on how to implement environmental change the Get Fit Gloucester! Partnership plans to focus on several key strategies in the coming year.:

- Promote purchase of fruits, vegetables, and other healthy foods through incentives associated with food assistance programs such as WIC and SNAP.
- Increase adoption of comprehensive approaches to improve community design to enhance walking and bicycling and active transportation.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

- Working on collaborations between the School Department and community groups to increase physical activity before, during and after school.

Describe your vision for utilizing policy, systems and environmental strategies and assets:

Strategy 1: Continued development of the burgeoning network that supports access to fresh and healthy foods including: (1) Open Door Food Pantry mobile markets, (2) the Cape Ann Farmers Market's Backyard Growers Program targeted at low and moderate income families, (3) schoolyard, backyard and community gardens and (4) outreach to the three major supermarket chains to promote healthy and fresh foods particularly for low and moderate income residents.

Strategy 2: Continued annual improvements to key sidewalks and streets including: (1) securing \$4 million in funds for the Washington Street corridor, (2) incorporating pedestrian and bicycle accommodations in plans to reconstruct Rogers Street and Stacy Boulevard after water and sewer work is completed and (3) continuing coordination between DPW and the Community Development office on funding to improve pedestrian access during Chapter 90 road reconstruction projects and (4) planning and expanding elements of an off-road trail network for pedestrians and bicyclists.

Strategy 3: Increased physical activity for children through: (1) more elementary school involvement in Safe Routes to School programs, (2) development of a stronger partnership between the Cape Ann YMCA and individual schools to improve physical activity during recess and after school, and (3) replacement of the natural turf field at Newell Stadium next to Gloucester High School with synthetic field turf thus allowing a 10-fold increase in the use of that facility.

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

### How were these issues identified? / Process for Developing a Strategic Plan.

These issues have been identified in through the use of the CDC CHANGE tool and strategies have been selected after discussion with coalition partners during the development of the Community Action Plan.

A strategic plan has been developed. The Get Fit Gloucester! Partnership will review success in implementing the plan and make additions (or deletions) as necessary to make progress on the overall progress towards supporting active lifestyles and increasing the availability of healthy and affordable foods.

### **3. Outcomes – Goals, Sustainability and Evaluation**

GFG! plans to use a mix of City, non-profit and volunteer resources to create sustainable changes to the food and physical environments in order to achieve the vision of creating a *Fit Friendly Gloucester*.

Goal 1: The City, School Department and the Food Project will work to develop school and community garden infrastructure that can then be sustained through efforts of volunteer families at each location. Grant resources will be used to identify and develop the initial locations for the gardens and to support the initial volunteer corps who will sustain these efforts. The School Wellness Policy and curriculum changes will help sustain efforts to improve fitness and access to healthy foods. The School Nutrition Workgroup will support and monitor food service changes. The City has hired a new Food Service Director with expertise in implementing affordable, healthy school meal programs. The Health Department will recruit and provide expertise to the School Nutrition Workgroup. The Open Door Food Pantry will rely on a mix of funding and food donations to sustain the Mobile Market.

Goal 2: Grant funds will be used to create self-sustaining network of community, school and backyard gardeners who will keep up and expand local garden efforts. The Community Development Department will assist efforts to expand the number of gardens as it seeks and implements major park improvement

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

grants. The Department of Public Works will complete regular maintenance tasks to support school and community gardens such as turning water spigots on in the spring and removing yard waste in the fall.

Goals 3 and 4: The City is working to internalize efforts to improve walking and bicycling infrastructure through regular coordination between Community Development and DPW, through the development of walkability plans and bicycle routes. Implementation of these plans and policies will result in permanent improvements to our sidewalks, street and trails that will encourage more physical activity. Chapter 90 road reconstruction funds, CDBG funds and Safe Routes to Schools construction programs will be used to create these permanent physical improvements.

Goal 5: The Open Space and Recreation Committee (OSRC) along with the Committee Preservation Committee are committed to promoting projects that help improve and add "Fit-Friendly" recreational opportunities in existing and future parks. The Community Preservation Act requires at least 10% of funds provided go towards open space projects. The Community Development Department will work closely to identify grants to help implement OSRC plans including state PARC grants, community organizations (such as the GFAA, Little League and the Rotary Club) and other private donations. "Fit Friendliness" efforts will include expanding the role of the City's youth Clean Team run by the Cape Ann YMCA from Downtown trash clean-ups to include playground clean-ups through out the City and trail clearing and clean-ups along the City's woodland trails.

The Health Department will continue to conduct surveys of Youth Risk Behavior Surveys and Community Health Needs Assessments in order to assess progress.

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

### 4. Leadership and Readiness

The Get Fit Gloucester! Partnership includes participants from local government, schools, non-profits and businesses. The Community Development Department manages Get Fit Gloucester! and is in weekly contact with partners implementing elements of the Community Action Plan. The Health Department staff also participate in the partnership, including meeting regularly with the School Nutrition Task Force. The Northeast Health System, including its major local hospital Addison Gilbert, supports Get Fit Gloucester! by funding health surveys, health fairs and community improvements such as the schoolyard gardens. The Open Door Food Pantry, Cape Ann Farmer's Market and the Food Project team up on efforts to create backyard gardens and mobile food markets for low-income families involved in the Pathways Headstart program and at several elementary schools. The Cape Ann YMCA and Manchester Athletic Club provide support and fitness programs. The Gloucester Family Health Center is implementing health and fitness screening for its clients and helped develop a "Physical Activity Guide". Gorton's Seafood participates as a partner and provided volunteers to help create gardens. Senior Care, Inc. and the Gloucester Senior Center participate in surveys of the needs of Gloucester senior citizens. WalkBoston is providing pedestrian mapping services. The Gloucester Fishermen's Athletic Association and Gloucester Little League are providing funding to support improvements to Newell Stadium, Green Street Field and other recreational facilities. The Open Space and Recreation Committee and the Community Preservation Community are working jointly to identify key interests in undeveloped open space so that recreation trails access to woodlands, such as Ravenswoods Park and the North Gloucester Wood remains open.

#### Partner Engagement and Recruitment

Sarah Garcia, Director of the City's Community Development Department led the effort to form the Get Fit Gloucester! in 2009. Many of the non-profits involved in the GFG! have a track record of working together particularly in the area of food security and nutrition. Since 2009, GFG! has added other partners

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

such as the Food Project and the GFAA that were already taking lead roles in implementing projects to achieve the goals of GFG's Community Action Plan.

Stephen Winslow a Senior Project Manager with the Community Development Department serves as Project Coordinator for Get Fit Gloucester! (full contact information on cover page, resume attached). The City consciously placed GFG! in the Community Development Department to better execute strategies to change the physical environment to promote healthy and active lifestyles. The Health Department staff participate in all significant partnership activities, including meeting regularly with the School Nutrition Task Force. The City plans to continue to support this position through a combination of Mass in Motion, CDBG, other grant and local funds as they are available.

The GFG! Partners will serve as the leadership team to guide this initiative. GFG! Partners came together in 2009 to successfully seek and implement a Mass in Motion Grant from the MA Department of Public Health. GFG! Partners include 4 government departments, 9 non-profits, 2 medical providers, 3 businesses, the local Chamber of Commerce and transit agency. These organizations provide a gamut of services and resources in the community focused on health, fitness and healthy foods. The GFG! Partnership's service area includes the entire City of Gloucester.

### **5. Technical Assistance**

Technical assistance would be of value for the following activities:

1. Implementation of School Wellness Policies and new nutrition guidelines;
2. Development of bicycle lane lay-outs and creation of a "pedestrian sharrow" for walkable streets with lay-outs that prevent the installation of sidewalks.
3. Engagement of youth in actively becoming stewards of parks and other open spaces.

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

### Program Budget & Justification (1 page)

*Personnel:* The City will continue to employ Stephen Winslow as project manager to coordinate all *Mass in Motion* planning activities and the implementation of key portions of the Community Action Plan including: (1) neighborhood walkability projects and workshops, (2) park rehabilitation oversight and (3) bicycle route planning. The City has budgeted \$11,916 (0.16 FTE) in BPHC funds and will provide an additional \$47,662 (63%) in Mass in Motion Funds and \$15,750 (0.21 FTE) in CDBG dollars to fully fund this position. Sarah Garcia, Community Development Department Director will serve as the lead of the grant and is calculated at \$43.53/hour x 4.7 hours per month in-kind for a total of \$2,963. Max Schenk, Interim Public Health Department Director will assist with the health and nutrition aspects of the grant and is calculated at a \$41 hour x 5 hours per month in-kind for a total of \$3075. Partnership members include 15 partners calculated at \$35/hr x 2 hours a month in-kind for a total of \$12,600 (see 6/22/2011 updated list).

*Fringe Benefits:* The *Get Fit Gloucester!* project manager receives health benefits through a family health policy funded by his spouse. Dental insurance benefits of \$638 will be covered by the grant. Life insurance is \$56 per year. Medicare is 1.45% of salary. Pension is calculated at 8% or \$2069.

*Consultants:* The City anticipates hiring sub-contractors to assist with community design of neighborhood streets and for outreach to assess neighborhood interest.

*Subcontractees:* The Proposal includes funds to: (1) sustain and expand the Cape Ann Farmer's Market Backyard Growers program that works with low/moderate income families to develop gardens and (2) add additional members to the City's Clean Team (run by the Cape Ann YMCA) with the intent of recruiting youth from the Chill Zone for those new positions.

Funding received from the Boston Public Health Commission will be used to support the CAFM's BYG Coordinator's annual stipend of \$12,000, which represents the largest program expense. In 2012, the BYG program will intensify its relationship with The Food Project, Gloucester Public Schools, and the City of Gloucester to collaborate on a new school farms initiative. The Food Project and school administration will create school farms at Veterans' Memorial and Beeman elementary schools, Gloucester's two schools with the highest percentage of free and reduced lunch students. The Food Project, through its new federally-funded FoodCorp initiative, will develop farming afterschool programs and initiate a collaboration with City Sprouts, a Cambridge-based organization that will provide teachers with professional development in how to integrate school gardens into their existing curricula.

*Travel:* No travel expenses have been allocated at this time.

*Supplies:* This line item will fund purchase basic office supplies for partnership and community meetings using Mass in Motion funds. The City will match this with \$150 in printing costs for copying.

*Meetings Expenses:* The City has budgeted \$150 in Mass in Motion Funds for snacks/drinks associated for meetings.

*Other:* The City and partners will provide meeting spaced valued at \$500.

*In-direct Expenses:* The City has budgeted \$5200 for indirect expenses, a rate of 8.2%. The budget includes \$3,329 carry-over of funds from Year 2.

*In-Kind Match:* total match is calculated at \$35,038 and is calculated to be a 28.4% match.

Proposed Get Fit Gloucester! Project Budget July 1, 2011 to September 30<sup>th</sup>, 2011

Item	FTE	Description	Amount MIM	Amount BPHC	Amount Other/In Kind	Total (5 Quarters)
<b>Personnel</b>						
Get Fit Gloucester! Project Manager	1 FTE	Project management	\$47,662	\$11,916	\$15,750	\$75,328
Fringe Benefits			\$4,138	\$1,035	\$0	\$5,173
Sarah Buck, Community Dev. Director	.1 FTE	Grant Oversight	\$0	\$0	\$2,963	\$2,963
Max Schenk, Int. Health Director	.1 FTE	Grant Oversight	\$0	\$0	\$3,075	\$3,075
Partners			\$0	\$0	\$12,600	\$12,600
<i>Sub-total Personnel</i>			\$51,800	\$12,950	\$34,388	\$99,138
<b>Non-Employee Compensation</b>						
Consultants		Design Services & Outreach	\$2,700			\$2,700
Subcontractees						
Cape Ann Farmer's Market		Backyard Growers		\$4,000		\$4,000
Cape Ann YMCA / Chill Zone		Clean Team Stipends (6 Summer Yth 2 days/wk)		\$8,050		\$8,050
<b>Operating Expenses</b>						
Conferences/Travel		Professional Conference(s)	\$0	\$0		\$0
Supplies			\$150			\$150
Printing				\$150		\$150
Meeting Expenses		Snacks/Drinks	\$150			\$150
Other						
Meeting Space		Meeting Space			\$500	\$500
Press Packets		Press Packets	\$0		\$0	\$0
<i>Sub-total Operating Expenses</i>			\$300		\$650	\$950
<b>Total Direct Expense</b>			\$54,800	\$25,000	\$35,038	\$114,838
<i>Indirect Expenses (Not to Exceed 12%)</i>		8.2% for Year 3	\$5,200			\$5,200
		Year 2 Carryover	\$3,329			\$3,329
<b>TOTAL Direct+ Indirect Expenses</b>			\$63,329	\$25,000	\$35,038	\$123,367

63% MIM  
16% BPHC  
21% CDBG

STEPHEN P. WINSLOW  
City of Gloucester  
978-281-9781(work) 781-738-2835 (cell)  
swinslow@gloucester-ma.gov

#### Work Experience and Accomplishments

Senior Project Manager, City of Gloucester (2009 to Present) Project Manager for the Get Fit Gloucester! Partnership funded through MA Department of Public Health's Mass in Motion program. Completed a community health needs assessment related to obesity prevention and developed a Community Action Plan based on the results.

#### Accomplishments:

- Developed City's 1<sup>st</sup> Open Space and Recreation Plan since 1998
- Secured additional funds for key sidewalk improvements
- Developed project funding plan for \$3.5 million Newell Stadium Reconstruction
- Secured Funds for new Community Garden
- Developed presentations for MA Public Health Asc and MA Municipal Asc Conferences

Senior Planner/Project Manager, City of Somerville (2004 to 2009). Planner/Project Manager for the Somerville Community Path and staff to the Conservation Commission. Managing three projects related to the Path including coordination with a MassHighway project to improve the existing path. Project Manager for the 3 park and garden projects including the Somerville Junction Park.

#### Accomplishments:

- Leading Mayor's Pedestrian and Bicycle Safety Task Force
- Secured \$3.3 million in transportation funds and over \$500,000 grants
- Donation of 1.5 acres of land by Cambridge Health Alliance for the Community Path
- Healthy Motion Award, State Smart Growth Conference 2007
- Bicycle Lane Policy and Bicycle Parking Ordinance Adopted
- Co-coordinator of Robert Wood Johnson Active Living Grant with Health Department

Attorney, Brown & Green LLC, Malden Massachusetts (April 2003 to 2010). Attorney and Principal for an Environmental Law Practice focusing on brownfield and greenway development.

Site Coordinator, TeleCom City Project, Malden, Medford and Everett Massachusetts (1998 - 2003) Project coordinator for an innovative R&D campus on brownfield site.

#### Job Duties:

- Reviewed site designs for transportation, building design and environmental impacts. Ensured plans include parkland to replace areas used in local school building projects.
- Liaison with MA DEP, US EPA, US DOE, MassDOT and other federal, state and local agencies.
- Applied for and administer federal and state grants.
- Represented the Commission before local planning boards and conservation commissions.

## City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

### Accomplishments:

- Coordinated acquisition of 30 acres, demolition of 10 buildings and environmental permit applications necessary to build a \$7.1 million road.
- Successfully advocated to then EPA Administrator Carol Browner for the project to be selected as one of 12 National Showcase Communities.
- Successfully applied for \$1.2 million in federal and state grants.
- Made presentation at 2002 National Brownfields Conference.

*Massachusetts Department of Environmental Protection, Boston (1988-1998)*

Held positions handling various legal, policy and technical matters including

Audit and Enforcement Coordinator, Bureau of Waste Site Cleanup

Established and trained a team of 20 staff to audit implementation of the private hazardous waste clean-up program throughout the Commonwealth.

Deputy General Counsel,

Handled various legal matters of increasing complexity throughout the Commonwealth. Particularly hazardous waste clean-up laws (M.G.L. Chapter 21E) and regulations.

### Education

Juris Doctorate, University of California, Davis

Bachelor of Science, Chemical Engineering, U.C. Berkeley

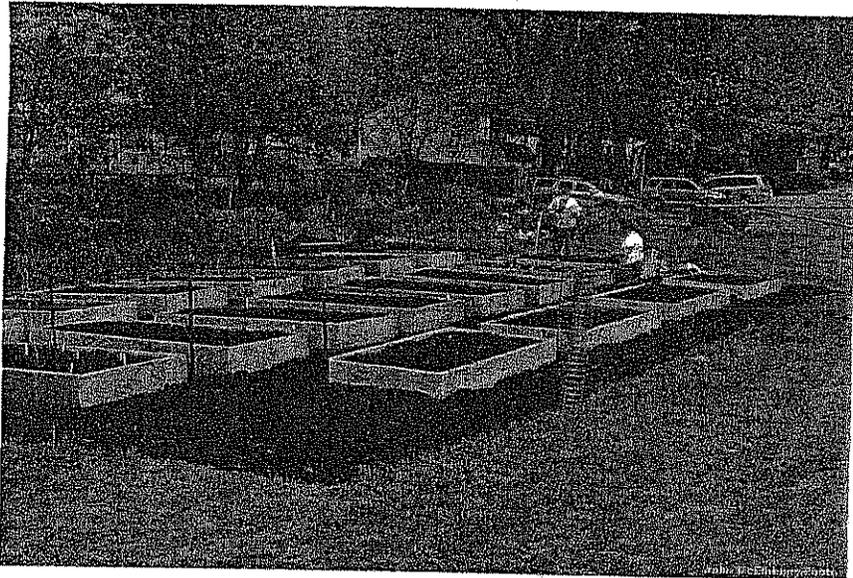
City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Examples of Projects Managed by Stephen Winslow

**Somerville Junction Park**



**Gardens at Burnham's Field**





**Cape Ann YMCA**  
71 Middle Street  
Gloucester, MA 01930  
978.283.0470  
fax 978.283.3114

**Greater Beverly YMCA**  
254 Essex Street  
Beverly, MA 01915  
978.927.6855  
fax 978.927.6590

**Haverhill YMCA**  
81 Winter Street  
Haverhill, MA 01830  
978.374.0506  
fax 978.373.0710

**Ipswich Family YMCA**  
110 County Road  
Ipswich, MA 01938  
978.355.9622  
fax 978.355.0625

**Lynch/van Otterloo  
YMCA**  
40 Leggs Hill Road  
Marblehead, MA 01945  
781.591.9522  
fax 781.539.0190

**Salem YMCA**  
One Sewall Street  
Salem, MA 01970  
978.744.0351  
fax 978.740.9168

**YMCA of the  
North Shore**  
245 Cabot Street  
Beverly, MA 01915  
978.922.0990  
fax 978.922.7602

  
**United Way**  
Massachusetts Bay  
Merrimack Valley  
North Shore

August 27, 2011

Max Schenck  
Interim Health Director  
City of Gloucester Health Department  
3 Pond Road  
Gloucester, MA 01930

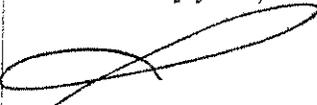
Re: Boston Public Health Commission's Strategic Alliance for Health  
Request for Applications for Community Health Coalitions Due August 31,  
2011

Dear Mr. Schenck:

The Cape Ann YMCA actively participates in efforts to increase physical activity in Gloucester and joined the Get Fit Gloucester! Partnership in 2009 to support the creation of a Fit Friendly Gloucester. We whole-heartedly support the efforts of the Gloucester Health Department to seek assistance from the Boston Public Health Commission to further implement the Get Fit Gloucester! Community Action Plan increasing physical activity opportunities at our schools and involving youth in efforts to improve the conditions of our parks and open spaces so they can more readily be enjoyed.

Please let us know how we can be of further assistance.

Sincerely yours,

  
Scott Hitchcock  
Executive Director  
Cape Ann YMCA

[www.northshoreymca.org](http://www.northshoreymca.org)



August 27, 2011

Max Schenck  
Interim Health Director  
City of Gloucester Health Department  
3 Pond Road  
Gloucester, MA 01930

Re: Boston Public Health Commission's Strategic Alliance for Health  
Request for Applications for Community Health Coalitions Due August 31, 2011

Dear Mr. Schenck:

The Cape Ann Farmers' Market's mission is to be a regular, healthy source of fresh food for the people of Cape Ann at prices they can afford. The market also supports a network of local food growers and producers and the local economy that is fueled by their success. The Cape Ann Farmers' Market (CAFM) serves a cross section of all local residents, with a particular emphasis on reaching families, seniors, and low- to moderate-income Cape Ann residents. CAFM accepts SNAP, WIC and Senior Farmers' Market coupons, and helps residents grow their own food through the Backyard Growers Program.

CAFM joined the Get Fit Gloucester! partnership in 2009 to further these efforts. We strongly support the efforts of the Gloucester Health Department to seek assistance from the Boston Public Health Commission to further implement the Get Fit Gloucester! Community Action Plan, including expanding gardening opportunities at schools, backyards and community gardens.

Sincerely,

Lara Lepionka  
CAFM Backyard Growers Program Coordinator

Nicole Bogin  
Cape Ann Farmers' Market Manager

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

**Application for the Strategic Alliance for Health Mentoring Project  
Availability Sheet**

**Site Visit**

As an initial activity for this partnership, members of the SAH team would like to conduct a site visit prior to October 28<sup>th</sup>. In addition to giving you an overview of the grant and activities for the upcoming year, the site visit will also provide an opportunity for SAH staff to meet your team and learn more about your community. In deciding who will attend the site visit, please remember to *consider all members of your Leadership Team, including community partners, and not solely staff from the lead agency. Please return select preferred date(s) for a site visit:*

Ok - Wednesday, October 5<sup>th</sup>

Ok - Thursday, October 6<sup>th</sup>

Morning - Friday, October 14<sup>th</sup>

Ok - Monday, October 17<sup>th</sup>

Ok - Tuesday, October 18<sup>th</sup>

**New Grantee Meeting**

A mandatory new grantee meeting will be held in early November in an effort to create a forum for networking and collaborative learning. The meeting will take place in a course of two days and will tentatively convene late afternoon on first day and meet for a full second day. SAH will provide accommodations for your team. SAH will ask that you bring between 5 and 8 representatives from your team. Based on the conversations during the site visit, the SAH team may provide suggestions on who may be valuable representatives to join in for this meeting. **Please select preferred date(s) and identify any major schedule conflicts:**

Ok - Thursday, November 3<sup>rd</sup> – Friday, November 4<sup>th</sup>

Less Preferred - Monday, November 7<sup>th</sup> – Tuesday, November 8<sup>th</sup>

Ok - Monday, November 14<sup>th</sup> – Tuesday, November 15<sup>th</sup>

Tuesday November 8<sup>th</sup> is election day

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# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: August 29, 2011  
Re: U.S. DEA Overtime Grant FY 2012

RECEIVED

AUG 29 2011

Mayor's Office

Dear Jim,

As you know, the Gloucester Police Department has had an officer assigned to the Drug Enforcement Agency for the past three years. As part of the agreement, the DEA agrees to reimburse the City for the first \$ 16,000 of overtime incurred by this Officer. This is, and has been, the standard agreement between the DEA and all participating police departments that participate in the program.

A recent review of the agreement between the Gloucester Police Department and the U.S. Drug Enforcement Administration by the City Auditors Office has resulted in the determination that the funding provided by the DEA to reimburse the City for overtime is considered a grant. Therefore, I am requesting that this letter and the attached paperwork be included in the Mayors Report for submittal to the full City Council for referral to the Budget and Finance Subcommittee for their consideration.

There is no matching requirement of any kind for this grant. I am requesting that the Budget and Finance Subcommittee recommend to the full City Council that they approve the grant authorizing the City to accept up to \$ 16,000.00 for the reimbursement of overtime incurred by the Officer for the fiscal year 2012.

Please contact me or Ms. Heidi Fialho, financial coordinator of the Police Dept, should you have any questions. Thank you.

Michael W. Lane  
Police Chief



City of Gloucester  
Grant Application and Check List

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

Name of Grant: 07-08 Org Crime Drug Enf Task Force

Department Applying for Grant: Police

Agency-Federal or State application is requested from: Drug Enforcement Administration

Object of the application: Funds for overtime worked on federal drug enforcemen

Any match requirements: \$ 0

Mayor's approval to proceed: *Chad J. ...* 9/7/11  
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

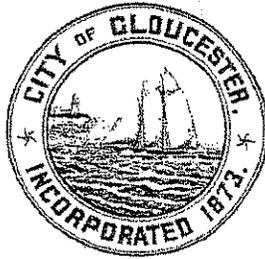
Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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

FORM: AUDIT GRANT CHECKLIST - V.1



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To remove this notice, visit:  
[www.iceni.com/unlock.htm](http://www.iceni.com/unlock.htm)



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
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)
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.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Police  
 ACCOUNT NAME: 07-08 Org Crime Drug Enf Task Force  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 292027  
 CFDA # (Required for Federal Grants): \_\_\_\_\_  
 DATE PREPARED: \_\_\_\_\_

APPROVED  
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_

## Appendix D

### STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 30th day of September, 2011, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Gloucester Police Department (hereinafter "GPD").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the New England area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Massachusetts, the parties hereto agree to the following:

1. The DEA Task Force Group Two will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the New England area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Massachusetts.
2. To accomplish the objectives of the Task Force Group Two, the GPD agrees to detail one (1) experienced officer to the Task Force Group Two for a period of not less than two years. During this period of assignment, the GPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force. Officers who have tested positive for the use of illegal drugs, or officers for whom there is other evidence of illegal drug use or substance abuse known to the GPD, will not be assigned to the Task Force.
3. The GPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The GPD officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the Task Force Group Two, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD officer

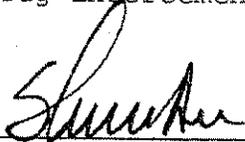
assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Task Force Group Two, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to the GPD officer assigned to the Task Force Group Two for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,202.25), per officer.
7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.
10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The GPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the GPD shall clearly state: (1) the percentage of the total cost of the program or project

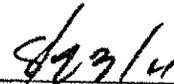
which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date of signature by representatives of both parties to September 30, 2012. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

For the Drug Enforcement Administration:

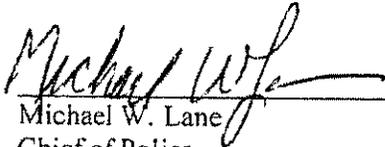


Steven W. Derr  
Special Agent in Charge  
New England Field Division

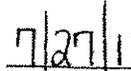


Date

For the Gloucester Police Department:



Michael W. Lane  
Chief of Police



Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

Place of Performance (Street address, city, country, state, zip code)

Task Force Group Two

15 New Sudbury Street, Rm E-400

Boston, MA 02203

Check  if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

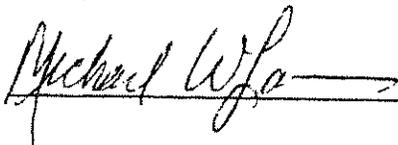
2. Application Number and/or Project Name

Drug Enforcement Administration

4. Typed Name and Title of Authorized Representative

Michael W. Lane, Chief of Police

5. Signature



3. Grantee IRS/Vendor Number

046001390 FID

181695388 DUNS

6. Date

7/27/11



# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

RECEIVED

SEP 1 2011

Mayor's Office

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: August 31, 2011  
Re: Award of Livescan Fingerprint Machine

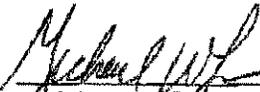
Dear Jim,

Recently, the Gloucester Police Dept received notification by the Mass. Bureau of Identification that they would be awarding a new Livescan fingerprint scanner to the Gloucester Police. They are aware that the fingerprint scanner now in use is a "hand me down" from another dept that has upgraded. The Mass State Identification Section has chosen Gloucester for the award because they are impressed with the high compliance rate of fingerprints taken from arrestees over the past couple of years.

The new machine, a TPE-3600-HD Livescan, is scheduled to be delivered within the next couple of months and is valued at approximately \$ 32,000.00

I am requesting that this letter, and attached paperwork, be included in the Mayors Report for submittal to the City Council, so that this donation of this equipment be reviewed by the Budget and Finance subcommittee, and be accepted by the full City Council as required by the Mass General Laws.

Please contact me if you have any questions.

  
Michael W. Lane  
Chief of Police



City of Gloucester  
Grant Application and Check List

Granting Authority: State  Federal  Other

Name of Grant: Donation of TPE-5600-HD Livescan

Department Applying for Grant: Glov. P.D.

Agency-Federal or State application is requested from: Mass Bureau of Identification

Object of the application: to receive donation of new fingerprint scanner

Any match requirements: none

Mayor's approval to proceed: *[Signature]* 9/7/11  
Signature Date

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

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

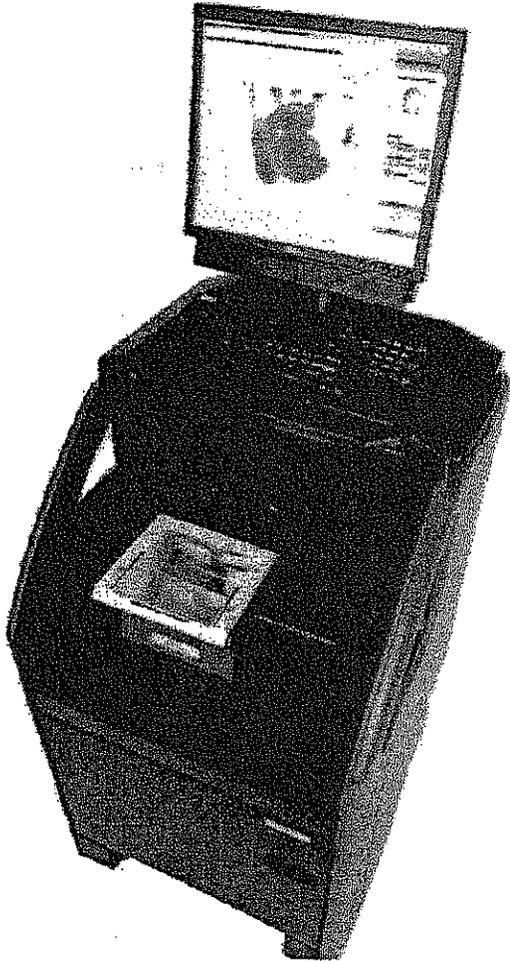
City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

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



TPE-5600-HD  
Cabinet Model Livescan with duplex printer

August 31, 2011

MA State Identification Section  
59 Horse Pond Road  
Sudbury, MA 01776

Captain Rebeiro,

Gloucester Police Department thanks you for your consideration in awarding to this department a TPE-5600-HD Livescan fingerprint machine.

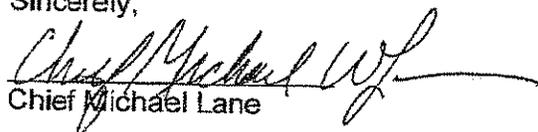
We are looking forward to the installation and to begin use.

With this in mind, I would like to request that this department have authorization to electronically scan applicants for law enforcement positions.

I understand that this feature is for law enforcement purposes only

And again, thank you.

Sincerely,

  
Chief Michael Lane

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

512,500  
51,250  
-----  
563,750

CITY OF GLOUCESTER  
FIRE DEPARTMENT

MEMORANDUM

Date: September 2, 2011  
To: Mayor Carolyn Kirk  
From: Philip S. Dench, Fire Chief *pd*  
Subject: AFG Grant Application

Below is a summary of the grant request I will be submitting to FEMA for the Assistance to firefighters Grant. Training, equipment and vehicle purchases are all allowed under the grant. The filing deadline is September 16, 2011. I am submitting this in order to get the approval from the City Council so I can meet the September 16, 2001 submission date.

\* \$150,000.00 Training. A recommendation of both the Lorraine AAR, the Pleasant Street AAR and the Fire Department Audit was that all firefighters be certified as Firefighter 1 and Firefighter 2. Other recommendations which will be included in the grant request are Safety Officer training and HAZMAT training.

\* \$62,500.00 25 portable radios @ \$2,500 each. This will complete the program we started three years ago following the Lorraine fire. Each firefighter will have an assigned portable radio.

\* \$250,000.00 ambulance purchase. We currently have three ambulance: a 2009 Horton ambulance, a 1996 Horton ambulance and a 1993 Ford. Both the 1996 and 1993 ambulances are at the end of their useful life. The State Ambulance Inspector has indicated that one or both may not pass the State ambulance inspection next year. At the present time, the 1996 ambulance is out of service due to extensive electrical problems. In order to maintain our outstanding ambulance service, we need another dependable vehicle.

\* \$230,000.00 refurbish Engine 3. Engine 3 is a 1998 Pierce Saber pumper. With the recent purchase of a new Pierce pumper, Engine 3 is scheduled to be in service in Magnolia. The engine, pump, tank rear end, etc. are all in reasonable shape. However, the chasis is showing signs of deterioration. A complete refurbish of the vehicle would allow us several more years before we have to look at purchasing a new pumper (note: the 2011 cost of the new Engine 1 will top \$600,000.00).

Total grant request :	\$692,000.00
City 10% match:	\$69,200.00



CITY OF GLOUCESTER FIRE DEPARTMENT  
8 SCHOOL ST.  
GLOUCESTER, MA 01930  
978-281-9760



**To:** Mayor Carolyn Kirk  
**From:** Chief Philip Dench  
**Date:** 8/23/2011  
**Re:** Assistance to Firefighters Grant

Mayor Kirk,

As part of this year's Capital Improvement Budget, I had requested a new ambulance and a new pumper. Also, over the last several years, we have been budgeting for portable radios. I have been told that I may be able to get either an ambulance or a pumper but not both. This year's AFG allows for all these items. Therefore, I am requesting permission to apply for an AFG grant totaling \$512,500. The cost of a new ambulance is roughly \$250,000. Instead of a new pumper, I would like to refurbish our current Engine 3 (refurbishing is also allowed under the grant). I have an estimate from Pierce of \$200,000 to completely refurbish Engine 3 which would give us about ten more years of useful life as a reserve pumper. I will also apply for 25 new portable radios at \$2500 each totaling \$62,500. There is a ten per cent match on this grant so the cost to the City would be \$51,250.

---



City of Gloucester  
Grant Application and Check List

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

Name of Grant: Assistance to Firefighters Grant (AFG)

Department Applying for Grant: FIRE

Agency-Federal or State application is requested from: DHS / FEMA

Object of the application: training <sup>CAR</sup> purchase ambulance, Re-Furb engine 3, 7 portable radios

Any match requirements: 10%

Mayor's approval to proceed: [Signature] 9/7/11  
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

FORM: AUDIT GRANT CHECKLIST - V.1

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[www.infix.com](http://www.infix.com)

2



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
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)
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.

Overview

<p>*Did you attend one of the workshops conducted by DHS's regional fire program specialist?</p> <p>No, I have not attended workshop</p> <p>*Was a workshop within 2 hours drive?</p> <p>Do Not Know</p>
<p>*Are you a member, or are you currently involved in the management, of the fire department or non-affiliated EMS organization applying for this grant with this application?</p> <p>Yes, I am a member/officer of this applicant</p>

If you answered No, please **complete** the information below. If you answered Yes, please skip the Preparer Information section.

Fields marked with an \* are required.

Preparer Information

- \* Preparer's Name
- \* Address 1
- Address 2
- \* City
- \* State
- \* Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a Chief Officer or long time member of the organization who will see this grant through completion. Reminder: if this person changes at anytime during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with you.

Primary Point of Contact

- \* Title Fire Chief
- Prefix (check one) N/A
- \* First Name Philip
- Middle Initial S
- \* Last Name Dench
- \* Business Phone (e.g. 123-456-7890) 978-281-9780 Ext.
- \* Home Phone (e.g. 123-456-7890) 978-994-5176 Ext.
- Mobile Phone/Pager (e.g. 123-456-7890) 978-230-1765
- Fax (e.g. 123-456-7890) 978-281-9822
- \* Email (e.g. user@xyz.org) pdench@gloucester-ma.gov

**Contact Information**

Alternate Contact Information Number 1

\* Title Deputy Chief  
Prefix N/A  
\* First Name Steven  
Middle Initial  
\* Last Name Aiello  
\* Business Phone 978-281-9760 Ext.  
\* Home Phone 978-283-5689 Ext.  
Mobile Phone/Pager 978-858-8505  
Fax 978-281-9822  
\* Email saiello@gloucester-ma.gov

Alternate Contact Information Number 2

\* Title Deputy Chief  
Prefix N/A  
\* First Name Miles  
Middle Initial  
\* Last Name Schlichte  
\* Business Phone 978-281-9760 Ext.  
\* Home Phone 978-281-4315 Ext.  
Mobile Phone/Pager 978-836-8016  
Fax 978-281-9822  
\* Email mschlichte@gloucester-ma.gov

**Applicant Information**

* Organization Name	Gloucester Fire Department
* Type of Applicant	Fire Department/Fire District
* Type of Jurisdiction Served	City
If other, please enter the type of Jurisdiction	
* <u>Employer Identification Number</u>	04-6001390
* What is your organization's <u>DUNS Number</u> ?	830700469 (call 1-866-705-5711 to get a DUNS number)
Headquarters or Main Station Physical Address	
* Physical Address 1	8 School Street
Physical Address 2	
* City	Gloucester
* State	Massachusetts
* Zip	01930 - 3529 <a href="#">Need help for ZIP+4?</a>
Mailing Address	
* Mailing Address 1	8 School Street
Mailing Address 2	
* City	Gloucester
* State	Massachusetts
* Zip	01930 - 3529 <a href="#">Need help for ZIP+4?</a>
* Please describe all grants that you have received from DHS including any AFG grant received from DHS or FEMA, for example, 2002 AFG grant for vehicle or 2003 ODP grant for exercises. (Enter "N/A" if Not Applicable)	Staffing Grant, SAFER Grant
Account Information	
* Type of bank account	Checking
* Bank routing number - <u>9 digit</u> number on the bottom left hand corner of your check	011301798
* Your account number	14435
Additional Information	
* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* If awarded the AFG grant, will your organization expend more than \$500,000 in Federal funds during your organization's fiscal year in which this AFG grant was awarded?	No
* Is the applicant <u>delinquent on any Federal debt</u> ?	No



# CITY OF GLOUCESTER

Health Department  
3 Pond Road, City Hall Annex  
Gloucester, Massachusetts 01930  
PHONE: 978-281-9771 Fax: 978-281-9729  
EMAIL: [healthdept@gloucester-ma.gov](mailto:healthdept@gloucester-ma.gov)  
WEBSITE: [www.gloucester-ma.gov](http://www.gloucester-ma.gov)



**Public Health**  
Prevent. Promote. Protect.

## MEMO

To: MAYOR CAROLYN KIRK & COUNCIL PRESIDENT JACKIE HARDY  
From: MAX SCHENK - INTERIM DIRECTOR, HEALTH DEPARTMENT  
Date: September 2, 2011  
Subject: Review of Public Health Emergency Preparedness (PHEP) Grant~ 2011/2012

Dear Mayor Kirk & Council President Hardy ~

The Gloucester Health Department is happy to provide for review and City Council acceptance, a grant of \$184,066 from the Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

The purpose of the grant is to provide funding for North Shore/Cape Ann regional public health emergency preparedness and response activities which includes:

- Meeting all Federal and State emergency preparedness grant deliverables.
- Updating all communities' Emergency Dispensing Site plans annually.
- Scoring all communities' Emergency Dispensing Site plans with CDC's Technical Assistance Review scoring tool.
- Implementing and drilling all aspects of Emergency Dispensing Site plans.
- Completing After-Action and Corrective Action Reports on all drilling and training exercises.
- Providing trainings for Coalition members and volunteers on various Emergency Preparedness topics, as determined by needs assessment conducted in August 2011.

Please feel free to contact me if your office or Council members have any further questions.

Respectfully

Max Schenk  
INTERIM HEALTH DIRECTOR

Enc. GRANT COPY  
Cc: File



City of Gloucester  
Grant Application and Check List

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

Name of Grant: Public Health Emergency Preparedness (PHEP) Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: Ensuring public health emergency preparedness and response activities throughout North Shore/Cape Ann.

Any match requirements: \_\_\_\_\_

Mayor's approval to proceed: *Cam A. Fink* 9/7/11  
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

Grant Budget by line item account: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD  
SECRETARY

JOHN AUERBACH  
COMMISSIONER

July 28, 2011

Max Schenk  
City of Gloucester Board of Health  
3 Pond Road  
Gloucester, MA 01930

**RE: Public Health Emergency Preparedness (PHEP) Grant  
Notice of Contract Award Amendment  
Host Agency – City of Gloucester-North Shore Cape Ann Emergency Preparedness  
Coalition**

Dear Mr. Schenk;

The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB) is pleased to provide funding to the North Shore Cape Ann Emergency Preparedness Coalition for the purpose of emergency preparedness and response activities for the period of 8/10/2011 through 8/9/2012.

- **Your total PHEP award is \$184,066.** Included in the amount is a set aside portion of \$3,747 (Gloucester) for CRI Sentinel site. Funds will be released to you in quarterly payments. The initial payment of \$48,826.75 (\$45,079.75 Base & \$3,747 Sentinel site) will be disbursed upon receipt of the CDC Notice of Grant Award and the necessary paperwork from your agency. Thereafter, the following 3 quarters will be \$45,079.75. The Host Agency is eligible to receive up to 15% of the awarded funds as needed for the fiscal, support, and administrative overhead costs associated with this grant.

Enclosed please find a Standard Contract Form Amendment for your review, completion and authorized signature. **Please return with your signed Standard Contract Form Amendment a budget, proposed workplan and a signed payment voucher** form totaling \$48,826.75 to the EPB. The contract form and payment voucher must have an original signature for processing. Once these forms are received by EPB the payment voucher will be processed and the funds disbursed.

Since this award is supported by federal funds (CFDA #93.069) your Agency is required to adhere to the auditing requirements of Federal OMB Circular A-133. For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these PHEP funds must be in compliance with all grant deliverables, allowable costs and obligated by August 9, 2012.

Please return all requested documents to:

Massachusetts Department of Public Health  
Emergency Preparedness Bureau  
250 Washington Street, 1<sup>st</sup> floor  
Boston, MA 02108  
Attn: John Leahy, Contracts Manager

Please retain this letter on file. Any contract related questions regarding this matter should be directed to John Leahy, Contracts Manager for Emergency Preparedness Bureau at 617-994-9833.

Sincerely,



Mary E. Clark, Director  
Emergency Preparedness Bureau

Cc: Grace Connolly, Bob Dean, Michael Coughlin

CITY OF GLOUCESTER  
ACCOUNT BUDGET

DEPARTMENT NAME: Health  
 ACCOUNT NAME: BOH Emergency Preparedness Coalition  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 291083  
 CPDA # (Required for Federal Grants): \_\_\_\_\_  
 DATE PREPARED: \_\_\_\_\_

OBJECT	APPROVED		AMENDED REQUEST	REVISED BUDGET
	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)		
REVENUE (4_____)				
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
51000	83,807			\$0.00
51700	6,500			\$0.00
52002	29,400			\$0.00
53401	21,600			\$0.00
52414	1,000			\$0.00
54203	1,000			\$0.00
54000	1,000			\$0.00
53499	1,000			\$0.00
57100	7,490			\$0.00
57000	13,902			\$0.00
54001	17,367			\$0.00
Total:	184,066.00 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_  
 DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City Of Gloucester (and d/b/a):  Legal Address: (W-9, W-4, T&C): 9 Dale Ave Ste 9, Gloucester, MA 019303000  Contract Manager: Karin Carroll E-Mail: kcarroll@gloucester-ma.gov Phone: 978-281-9771      Fax: 978-281-9729  Contractor Vendor Code: VC6000192096 Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)  <input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health MMARS Department Code: DPH  <b>Business Mailing Address:</b> 250 Washington St., Boston, MA 02108  <b>Billing Address (if different):</b>  <b>Contract Manager:</b> John Leahy E-Mail: John.J.Leahy@ma.state.us Phone: 617-994-9833      Fax: 617-624-5587  <b>MMARS Doc ID(s):</b> INTF6208P01902414045 <b>RFR/Procurement or Other ID Number:</b> 902414  <input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>08/09</u> , 20 <u>11</u> . Enter Amendment Amount: \$ <u>184,065.00</u> , (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>1,331,128.00</u> .	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Maximum Obligation and Duration Change	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ___ , 20___, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ___ , 20___, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>08/09</u> , <u>20</u> <u>12</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Max Schenk</u> Date: <u>8/3/11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Max Schenk</u> Print Title: <u>Acting Health Director</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____      Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Toni Gustus</u> Print Title: <u>Director, Purchase of Service Office</u>

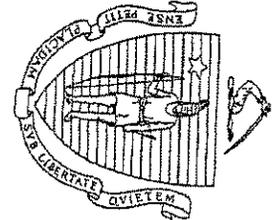
# PAYMENT VOUCHER INPUT FORM

DEPARTMENT / ORGANIZATION NAME  
 Department of Public Health

DOCUMENT ID

# THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER



**VENDOR NAME AND ADDRESS**  
 Vendor Name: EMERGENCY PREP  
 Address: 100 State St, 10th Fl, Boston, MA 02109

**TRANS PV** DEPT DPH R/ORG Number PV Date 08/03/11 Acct Prd Bfy

ACTION: (E) Sch Pay Date Off Liab Act

RECORDED

**VENDOR CERTIFICATION**  
 I certify that the goods and services on this invoice were purchased from a vendor who is registered with the state of Massachusetts.

DOCUMENT TOTAL:

REFERENCED ORDER	LINE	QUANTITY	STXT	DESCRIPTION	UNIT PRICE	AMOUNT	EMP
100	100			Emergency Prep. Coordination	48.92	4892.00	
Funds deposited into the state emergency preparedness fund for the purchase of the services described on this invoice.							

LN	Trans	Dept	R/ORG	Number	LINE	DEPT	APPROP	Sub	Org	S/Org	Obj	S/Obj	Prog	Ty
PROJ/GJGR														
MSA #														

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:  
 I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

PREPARED BY: Karin Carroll TITLE: Emergency Prep. Coordinat DATE: 8/3/2011

ENTERED BY: Karin Carroll TITLE: Emergency Prep. Coordinat DATE: 8/3/2011

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

APPROVED BY: [Signature] TITLE: Director Health Department DATE: 08/03/11 PHONE: 978-282-8026

Instructions to vendor:  
 o Fill in shaded areas  
 o Direct inquiries to state organization

**Scope of Services**  
**Region 3D North Shore Emergency Preparedness Coalition**  
**Grant Cycle BP1**

During the coming grant cycle, BP1, August 10, 2011 to August 9, 2012, Region 3D will complete the following Grant requirements within the timeframes spelled out by Federal, State and local authorities:

- ~ meet all Federal and State emergency preparedness grant deliverables
- ~update all communities' Emergency Dispensing Site plans annually
- ~score all communities' EDS plans with CDC's TAR scoring tool.
- ~implement and drill all aspects of plans and Emergency Preparedness
- ~complete After Action and Corrective Action Reports on all drilling and training exercises.
- ~provide trainings for Coalition members and volunteers on various Emergency Preparedness topics, as determined by needs assessment conducted in August 2011.

**Regional Coalition Budget Summary**  
**Public Health Emergency Preparedness (PHEP)**  
**Budget Period 1 (BP1)**

Coalition Name: North Shore/ Cape Ann

Budget Period: August 2011- August 2012

Host Agency: Gloucester

**Description**

Staffing	Description/Title	FTE	\$/Hour	Proposed Budget	Comments/Description
***					
Coordinator	Karin Carroll	1	28,24		
Accounts Clerk	J Christopher	0.4	18,83	\$52,161	
Admin- 1	Vacant	0.4	18	\$13,708	
Other: (Describe)				\$13,104	
Admin- other	J Corliss	0.14	18,59	\$4,833	
	Fringe & Indirect				
Subtotal				\$6,500	
				*** i.e. Program Manager, Program Director, Administrative Staff, Program Sec. Cler., Program Coordinator, Program Planner	
				\$90,306	

Subcontract	Name	Position	Proposed Budget	Comments/Description
EP Planner	J Flaherty	0.43	30	
Volunteer Coord.	J Langley			
			\$23,400	
			\$6,000	partially pd from MRC (19hrs/wk total)
Sub total				
			\$29,400	

Equipment	Item Description	Cost	Comments/Description
Phones	Communications -Cell, pagers, etc.		
Computer Equip.		\$22,000	ipads, cells
		\$1,000	
Subtotal			
		\$23,000	

Materials and Supplies	Item Description	Cost	Comments/Description
Educational Materials			
Marketing/Promotional		\$591	
Administrative Supplies			
Other		\$1,000	
Drilling and Training		\$1,000	
Subtotal			
		\$2,591	

Training and Technical Assistance	Item Description	Cost	Comments/Description
Trainings:			
Travel:			
Subtotal			
Other:		\$7,500	
	Admin for Host Agency	\$13,902	
	Community Allocations	\$17,367	
<b>TOTAL PROGRAM COSTS</b>			
		\$184,066	

Budget Submitted by:  
 Budget Approved by:  
 Reviewed by LPH Manager

*Karin Carroll*  
 Host Agency Designee  
*Wendy Schenk*  
 Coalition Designee

Date: 8-3-11  
 Date: 8/3/11  
 Date: \_\_\_\_\_



# CITY OF GLOUCESTER

Health Department  
3 Pond Road, City Hall Annex  
Gloucester, Massachusetts 01930  
PHONE: 978-281-9771 Fax: 978-281-9729  
EMAIL: [healthdept@gloucester-ma.gov](mailto:healthdept@gloucester-ma.gov)  
WEBSITE: [www.gloucester-ma.gov](http://www.gloucester-ma.gov)



**Public Health**  
Prevent. Promote. Protect.

## MEMO

**To:** MAYOR CAROLYN KIRK & COUNCIL PRESIDENT JACKIE HARDY  
**From:** MAX SCHENK - INTERIM DIRECTOR, HEALTH DEPARTMENT  
**Date:** September 2, 2011  
**Subject:** Review of Medical Reserve Corps (MRC) Grant~ 2011/2012

---

Dear Mayor Kirk & Council President Hardy ~

The Gloucester Health Department is happy to provide for review and City Council acceptance, a grant of \$14,285 from the Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

The purpose of the grant is to provide funding to assist the North Shore/Cape Ann region in preparing for public health emergencies and enhance their Medical Reserve Corps (MRC) capacity to respond, including:

- Credential MRC volunteers in accordance with established standards.
- Maintain and revise volunteer protocols.
- Coordinate outreach, recruitment, deployment and training of MRC volunteers throughout other regions of the State.
- Recruit, train and retain members specifically to enhance public health preparedness within all communities of the North Shore/Cape Ann Emergency Preparedness Coalition.
- Provide Coalition representation at all local and state MRC meetings.
- Submit quarterly finance and activity updates as required.
- Maintain MassResponds database to be utilized for all aspects of volunteer management.

Please feel free to contact me if your office or Council members have any further questions.

Respectfully

Max Schenk  
INTERIM HEALTH DIRECTOR

Enc. GRANT COPY  
Cc: File



City of Gloucester  
Grant Application and Check List

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

Name of Grant: Medical Reserve Corps Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: Building the MRC capacity to respond during public health emergency throughout North Shore/Cape Ann.

Any match requirements: \_\_\_\_\_

Mayor's approval to proceed: *[Signature]* 9/7/11  
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

Grant Budget by line item account:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



TOWN OF WESTFORD  
**BOARD OF HEALTH**

TOWN HALL  
55 Main Street  
WESTFORD, MA 01886  
(978) 692-5509 FAX (978) 399-2558

August 9, 2011

Joanne Christopher, Financial Clerk  
NS/CA Emergency Preparedness  
c/o Gloucester Health Dept.  
3 Pond Road  
Gloucester, MA 01930

Dear Joanne,

The Massachusetts Department of Public Health has provided CDC funds of \$114,285 to the Region 3 Medical Reserve Corps, to assist communities in preparing for public health emergencies and to assist in building their MRC capacity to respond. This begins a new 5 year grant cycle with this year's grant beginning August 10, 2011 and ending on Aug 9, 2012.

The town of Westford has been made the fiscal agent for the contract. As some of the money will be returned directly to each MRC, we are providing information so a grant account can be established in your town to draw funds from. This allows the Town of Westford to cut a check directly to each MRC.

According to established protocol, all expenditures made from this local funding must be in accordance with MDPH protocols and deliverables met, as part of the funding requirements. In addition a copy of all expenses must be submitted to the host agency responsible for the fiscal quarterly and year-end reports. The MRC Director or Coordinator will assure that the process of approval for expenditures is finalized prior to submittal to the Treasures office.

As of August 10 2011, the North Shore Cape Ann Emergency Preparedness Coalition MRC has been awarded a preliminary budget of \$14,285. A check for ¼ of this amount is in the process of being issued and shall follow by mail.

For questions please feel free to call me @ 978 399-2908.

Sincerely,

Sandy Collins, RN  
Director of Health Care Services

**Requirements for Acceptance and Expenditure  
of Medical Reserve Corps (MRC) Funding  
Massachusetts Fiscal Year 2012  
(July 1, 2011 – June 30, 2012)**

There are currently 46 federally recognized Medical Reserve Corps (MRC) units in Massachusetts. For Fiscal Year 2012, the Massachusetts Department of Public Health MMDPH Emergency Preparedness Bureau (EPB) has allocated \$800,000 in emergency preparedness funding to support the operations of these community-based MRC units. Approximately \$114,285 in MRC funding will be distributed to an identified host agency in each of the seven Public Health Emergency Preparedness Regions. This funding is intended to enhance local, regional, and state public health preparedness by supporting recruitment and management of pre-credentialed medical and non-medical volunteers through community-based MRCs. The objective of this funding is to support and increase MRC coverage and services so that 100% of the cities and towns in each Region are served by an MRC unit. These funds may be used only for approved activities related to recruitment, training, deployment, and management of MRC units.

MRC activities supported with this funding must be consistent with the provisions Capability 15, Volunteer Management, of the *CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning*, March 2011 (*Capabilities*), with its particular focus on achieving and demonstrating the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance. A summary of CDC Capability 15 is included at the end of this document.

These funds must be spent by June 30, 2012 in accordance with fiscal guidelines to be distributed by the Emergency Preparedness Bureau; all goods must be received and all services completed by that date.

**ELIGIBILITY**

To be eligible for this public health emergency preparedness funding a Massachusetts MRC must:

- a) Be federally recognized by the U.S. Surgeon General's Office as of July 1, 2011;
- b) Meet the national MRC Core Competency Standards, found at [www.medicalreservecorps.gov](http://www.medicalreservecorps.gov); and
- c) Update its unit profile on the National website at least quarterly.

## CONDITIONS OF FUNDING

By accepting these funds from MDPH, each MRC agrees to comply with the following conditions of funding:

(1) Provide to the State MRC Coordinator no later than September 15, 2011 a current list of the communities that the MRC covers, whether through formal or informal agreement.

(2) Credential volunteers in accordance with the standards established for MA Responds, the statewide volunteer registry, including verifying licensure status, completing a Massachusetts criminal offender record information (CORI) check, and completing a check of nationwide sex offender registry information (SORI). Units that are members of MA Responds will be considered in compliance with this requirement.

Each unit that is not member of MA Responds must submit a copy of its written procedures to meet this requirement for credentialing volunteers no later than September 15, 2011, and submit a quarterly report to the State MRC Coordinator verifying that members' credentials are up to date on September 15, 2011, December 15, 2011, March 15, 2012, and June 15, 2012.

(3) Maintain and revise as necessary a written plan documenting unit policies and procedures for recruiting, training, managing, deploying, and demobilizing MRC volunteers.

(4) Coordinate outreach, recruitment, deployment and training across all MRC units within a regional coalition or region to ensure to the extent possible coverage of all communities within the region or coalition, and to minimize duplication of recruiting and services.

(4) Collaborate with regional emergency preparedness coordinators, regional public health coalitions, regional hospital coordinators, hospitals, MA Responds representatives, and other planning and response partners to:

- a) Assist with coordination of volunteer activities and planning efforts;
- b) Assure emergency volunteers are incorporated into local and regional public health response protocols and plans as appropriate; and
- c) Develop a shared understanding of emergency volunteer activation and communication protocols, response roles, and capacity for response to ensure that volunteer resources are fully integrated.

(5) Recruit, train, and retain members specifically to enhance public health preparedness activities related to Emergency Dispensing Site operations and public health programs and emergencies.

- (6) Assist with the development and implementation of protocols that promote standardization across MRC units and are consistent with applicable federal and state guidelines. Such protocols may include but are not limited to:
- a) Standard operating procedures for units;
  - b) Deployment of volunteers during emergencies;
  - c) Volunteer identification; and
  - d) Training requirements or recommendations.
- (7) Comply with the "Communications Protocols for Coordination of Shelter Volunteer Requests" (as currently written or later amended) during any emergency response in which:
- a) there is a need to mobilize MRC volunteers across unit or regional coalition boundaries, and
  - b) the State Emergency Operations Center is activated and the ESF-8 desk and/or MDPH Emergency Operations Center is staffed by MDPH.
- (8) Comply with the "MDPH Process for Review of Applications for Federal Recognition of Massachusetts MRC Units", revised February 2011 (and as subsequently amended).
- (9) Work cooperatively with the relevant host agency(ies), regional coalition(s), involved communities, and EPB to resolve any dispute or disagreement related to MRC activities.
- (10) Designate a representative to attend all regular scheduled regional and state MRC meetings, and attend regional coalition meetings to promote sharing of information.
- (11) Submit to EPB through MRC contractor quarterly progress reports these deliverables and other activities on a form provided by EPB.
- (12) Cooperate with the Host Agency to ensure that all expenditures of these funds are made in compliance with these requirements, the MDPH "Regional Coalitions and Medical Reserve Corps Grants Management Manual (2011)", and all applicable procurement rules and requirements.
- (13) Provide to the Host Agency as requested detailed original receipts, budget requirements, spending forecasts, work plans and any other needed information in a timely manner.

## NONCOMPLIANCE WITH CONDITIONS OF FUNDING

Failure of an MRC unit to comply with these requirements and/or with fiscal guidelines issued by MDPH may necessitate repayment of funds received by the unit and/or affect eligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and a reasonable time, not to exceed 60 days, for the MRC unit to become compliant.

## HOST AGENCY REQUIREMENTS

The Host Agency shall:

- (1) Provide administrative and logistical support to convene and collaborate with an MRC Advisory Group consisting of one representative of each federally recognized MRC unit in that Region to develop the annual budget and work plan, and discuss the regional MRC project objectives and the criteria for distribution of funds in that Region.
- (2) Submit to EPB no later than September 15, 2011, a proposed budget, budget narrative, and detailed work plan developed with and endorsed by the MRC Advisory Group for the Region. The work plan shall (1) describe in reasonable detail the MRC projects to be undertaken over the course of the grant period, and (2) the timeline for completion of the projects. The budget shall identify funding for each of the described projects and include a detailed plan for distribution of funds to eligible MRCs within the Region.
- (3) Provide administrative and logistical support to convene regular meetings with MRCs in the Region or regional coalition to assist with development of consistent policies for a regional response to public health emergencies.
- (4) Assure accurate record keeping and compliance with grant requirements, and provide all required reports to /EPB.
- (5) Notify EPB of disagreements regarding MRC coverage or activities within the Region, and work with the Department to resolve disagreements.
- (6) Working with the regional MRC Advisory Group, identify potential for regionalization of emergency preparedness activities and projects, and facilitate collaborative activities.
- (7) Facilitate bulk purchasing for all units.
- (8) Submit to EPB timely documentation and reports as required, and assure compliance with appropriate federal guidelines and MDPH fiscal guidelines.

A Host Agency may receive not more than 15% of the regional award amount necessary for documented administrative and fiscal support. For the purposes of these Guidelines, *administrative and fiscal support* is defined as those activities that are carried out by the Host Agency on behalf of MRC units, and include but are not limited to such activities as budget preparation, fiscal monitoring, distribution of funding, convening regular meetings of the MRC Advisory Group, development of monthly progress reports to MDPH, and other activities carried out to directly support the activities of MRC units funded within the Region.

Failure of a Host Agency to document compliance with these requirements and fiscal guidelines issued by MDPH may necessitate repayment of funds received and/or result in ineligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and reasonable time for the host agency to become compliant.

### MRC ADVISORY GROUPS

Each Region shall establish an MRC Advisory Group (Advisory Group) which shall consist of one representative from each federally recognized MRC in the Region and a representative of the regional coalition(s) governing body. The Advisory Group, with support from the host agency, will develop the budget and work plan for MRC funding in accordance with these Guidelines, including facilitating development of regional and collaborative emergency preparedness activities among units in the region. The Work Plan and budget shall be shared with the Region. The Advisory Group shall be convened regularly by the host agency to discuss regional projects, review progress on Work Plan activities and budget expenditures, and identify and address issues or concerns about MRC activities in the Region.

Approximately \$114,285 will be distributed to each host agency to support MRC activities within the Region. The host agency will be responsible for distributing this MRC funding in accordance with the work plan and budget developed by the Region's MRC Advisory Group.

### MRC STATEWIDE COORDINATION STEERING COMMITTEE

The Statewide MRC Coordination Steering Committee (Committee) includes one representative from each Region's MRC Advisory Committee. Each Region's MRC Advisory Group shall submit the name of its representative to the State MRC Coordinator prior to the first meeting of the Coordination Steering Committee in each grant year. Each member of the Committee shall provide a regular written report to his or her Region or Regional Coalition on the activities of the statewide MRC Coordination Steering Committee.

The Committee, facilitated by the director of the Emergency Preparedness Bureau or her designee, will meet at least quarterly to discuss and advise EPB on topics including, but not limited to:

- o issues raised by MRC units and communities working with MRCs;

- policy recommendations to promote consistency on recruitment, training, volunteer identification, and activation protocols for MRCs, and to encourage coordination with other volunteer programs such as MA Responds, CERT, etc.
- logistical and administrative support activities to be provided by the contractor selected by EPB to provide support for MRC activities; and
- development of deliverables for implementation in Massachusetts Fiscal Year 2013 consistent with the CDC Volunteer Management Capability.

Each member of the Committee shall provide a regular written report to his or her Region or Regional Coalition on the activities of the statewide MRC Coordination Steering Committee.

An MRC representative may serve on the Committee for no more than two (2) consecutive grant cycles. Each Region's MRC Advisory Group shall identify a member from the Regional Advisory Committee to replace a departing Committee member. A member who has left the Coordination Steering Committee after serving two (2) terms may be named to serve again after a one (1) year absence from the Coordination Steering Committee.

## CAPABILITY 15: VOLUNTEER MANAGEMENT

**Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

**Functions and Associated Performance Measures:** This capability consists of the ability to perform the functions listed below. At present there are no CDC-defined performance measures for these functions.

Function 1: Coordinate volunteers

Function 2: Notify volunteers

Function 3: Organize, assemble, and dispatch volunteers

Function 4: Demobilize volunteers

For the complete text of Capability 15, please see pages 133-139 of the CDC



# CITY OF GLOUCESTER

Health Department  
3 Pond Road, City Hall Annex  
Gloucester, Massachusetts 01930  
PHONE: 978-281-9771 Fax: 978-281-9729  
EMAIL: [healthdept@gloucester-ma.gov](mailto:healthdept@gloucester-ma.gov)  
WEBSITE: [www.gloucester-ma.gov](http://www.gloucester-ma.gov)



**Public Health**  
Prevent. Promote. Protect.

## MEMO

To: MAYOR CAROLYN KIRK & COUNCIL PRESIDENT JACKIE HARDY  
From: MAX SCHENK - INTERIM DIRECTOR, HEALTH DEPARTMENT  
Date: September 2, 2011  
Subject: Review of Medical Reserve Corps (MRC) Grant~ 2011/2012

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Please feel free to contact me if your office or Council members have any further questions.

Respectfully

Max Schenk  
INTERIM HEALTH DIRECTOR

Enc. GRANT COPY  
Cc: File



City of Gloucester  
Grant Application and Check List

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

Name of Grant: Medical Reserve Corps Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: Building the MRC capacity to respond during public health emergency throughout North Shore/Cape Ann.

Any match requirements:   

Mayor's approval to proceed: *[Signature]* 9/7/11  
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

Grant Budget by line item account: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



TOWN OF WESTFORD  
**BOARD OF HEALTH**

TOWN HALL  
55 Main Street  
WESTFORD, MA 01886  
(978) 692-5509 FAX (978) 399-2558

August 9, 2011

Joanne Christopher, Financial Clerk  
NS/CA Emergency Preparedness  
c/o Gloucester Health Dept.  
3 Pond Road  
Gloucester, MA 01930

Dear Joanne,

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Sincerely,

*Sandy Collins*

Sandy Collins, RN  
Director of Health Care Services

**Requirements for Acceptance and Expenditure  
of Medical Reserve Corps (MRC) Funding  
Massachusetts Fiscal Year 2012  
(July 1, 2011 – June 30, 2012)**

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MRC activities supported with this funding must be consistent with the provisions: Capability 15, Volunteer Management, of the *CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning*, March 2011 (*Capabilities*), with its particular focus on achieving and demonstrating the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance. A summary of CDC Capability 15 is included at the end of this document.

**These funds must be spent by June 30, 2012 in accordance with fiscal guidelines to be distributed by the Emergency Preparedness Bureau; all goods must be received and all services completed by that date.**

**ELIGIBILITY**

To be eligible for this public health emergency preparedness funding a Massachusetts MRC must:

- a) Be federally recognized by the U.S. Surgeon General's Office as of July 1, 2011;
- b) Meet the national MRC Core Competency Standards, found at [www.medicalreservecorps.gov](http://www.medicalreservecorps.gov); and
- c) Update its unit profile on the National website at least quarterly.

## CONDITIONS OF FUNDING

By accepting these funds from MDPH, each MRC agrees to comply with the following conditions of funding:

(1) Provide to the State MRC Coordinator no later than September 15, 2011 a current list of the communities that the MRC covers, whether through formal or informal agreement.

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(3) Maintain and revise as necessary a written plan documenting unit policies and procedures for recruiting, training, managing, deploying, and demobilizing MRC volunteers.

(4) Coordinate outreach, recruitment, deployment and training across all MRC units within a regional coalition or region to ensure to the extent possible coverage of all communities within the region or coalition, and to minimize duplication of recruiting and services.

(4) Collaborate with regional emergency preparedness coordinators, regional public health coalitions, regional hospital coordinators, hospitals, MA Responds representatives, and other planning and response partners to:

- a) Assist with coordination of volunteer activities and planning efforts;
- b) Assure emergency volunteers are incorporated into local and regional public health response protocols and plans as appropriate; and
- c) Develop a shared understanding of emergency volunteer activation and communication protocols, response roles, and capacity for response to ensure that volunteer resources are fully integrated.

(5) Recruit, train, and retain members specifically to enhance public health preparedness activities related to Emergency Dispensing Site operations and public health programs and emergencies.

- (6) Assist with the development and implementation of protocols that promote standardization across MRC units and are consistent with applicable federal and state guidelines. Such protocols may include but are not limited to:
- a) Standard operating procedures for units;
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- (7) Comply with the "Communications Protocols for Coordination of Shelter Volunteer Requests" (as currently written or later amended) during any emergency response in which:
- a) there is a need to mobilize MRC volunteers across unit or regional coalition boundaries, and
  - b) the State Emergency Operations Center is activated and the ESF-8 desk and/or MDPH Emergency Operations Center is staffed by MDPH.
- (8) Comply with the "MDPH Process for Review of Applications for Federal Recognition of Massachusetts MRC Units", revised February 2011 (and as subsequently amended).
- (9) Work cooperatively with the relevant host agency(ies), regional coalition(s), involved communities, and EPB to resolve any dispute or disagreement related to MRC activities.
- (10) Designate a representative to attend all regular scheduled regional and state MRC meetings, and attend regional coalition meetings to promote sharing of information.
- (11) Submit to EPB through MRC contractor quarterly progress reports these deliverables and other activities on a form provided by EPB.
- (12) Cooperate with the Host Agency to ensure that all expenditures of these funds are made in compliance with these requirements, the MDPH "Regional Coalitions and Medical Reserve Corps Grants Management Manual (2011)", and all applicable procurement rules and requirements.
- (13) Provide to the Host Agency as requested detailed original receipts, budget requirements, spending forecasts, work plans and any other needed information in a timely manner.

## NONCOMPLIANCE WITH CONDITIONS OF FUNDING

Failure of an MRC unit to comply with these requirements and/or with fiscal guidelines issued by MDPH may necessitate repayment of funds received by the unit and/or affect eligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and a reasonable time, not to exceed 60 days, for the MRC unit to become compliant.

## HOST AGENCY REQUIREMENTS

The Host Agency shall:

- (1) Provide administrative and logistical support to convene and collaborate with an MRC Advisory Group consisting of one representative of each federally recognized MRC unit in that Region to develop the annual budget and work plan, and discuss the regional MRC project objectives and the criteria for distribution of funds in that Region.
- (2) Submit to EPB no later than September 15, 2011, a proposed budget, budget narrative, and detailed work plan developed with and endorsed by the MRC Advisory Group for the Region. The work plan shall (1) describe in reasonable detail the MRC projects to be undertaken over the course of the grant period, and (2) the timeline for completion of the projects. The budget shall identify funding for each of the described projects and include a detailed plan for distribution of funds to eligible MRCs within the Region.
- (3) Provide administrative and logistical support to convene regular meetings with MRCs in the Region or regional coalition to assist with development of consistent policies for a regional response to public health emergencies.
- (4) Assure accurate record keeping and compliance with grant requirements, and provide all required reports to /EPB.
- (5) Notify EPB of disagreements regarding MRC coverage or activities within the Region, and work with the Department to resolve disagreements.
- (6) Working with the regional MRC Advisory Group, identify potential for regionalization of emergency preparedness activities and projects, and facilitate collaborative activities.
- (7) Facilitate bulk purchasing for all units.
- (8) Submit to EPB timely documentation and reports as required, and assure compliance with appropriate federal guidelines and MDPH fiscal guidelines.

A Host Agency may receive not more than 15% of the regional award amount necessary for documented administrative and fiscal support. For the purposes of these Guidelines, *administrative and fiscal support* is defined as those activities that are carried out by the Host Agency on behalf of MRC units, and include but are not limited to such activities as budget preparation, fiscal monitoring, distribution of funding, convening regular meetings of the MRC Advisory Group, development of monthly progress reports to MDPH, and other activities carried out to directly support the activities of MRC units funded within the Region.

Failure of a Host Agency to document compliance with these requirements and fiscal guidelines issued by MDPH may necessitate repayment of funds received and/or result in ineligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and reasonable time for the host agency to become compliant.

### MRC ADVISORY GROUPS

Each Region shall establish an MRC Advisory Group (Advisory Group) which shall consist of one representative from each federally recognized MRC in the Region and a representative of the regional coalition(s) governing body. The Advisory Group, with support from the host agency, will develop the budget and work plan for MRC funding in accordance with these Guidelines, including facilitating development of regional and collaborative emergency preparedness activities among units in the region. The Work Plan and budget shall be shared with the Region. The Advisory Group shall be convened regularly by the host agency to discuss regional projects, review progress on Work Plan activities and budget expenditures, and identify and address issues or concerns about MRC activities in the Region.

Approximately \$114,285 will be distributed to each host agency to support MRC activities within the Region. The host agency will be responsible for distributing this MRC funding in accordance with the work plan and budget developed by the Region's MRC Advisory Group.

### MRC STATEWIDE COORDINATION STEERING COMMITTEE

The Statewide MRC Coordination Steering Committee (Committee) includes one representative from each Region's MRC Advisory Committee. Each Region's MRC Advisory Group shall submit the name of its representative to the State MRC Coordinator prior to the first meeting of the Coordination Steering Committee in each grant year. Each member of the Committee shall provide a regular written report to his or her Region or Regional Coalition on the activities of the statewide MRC Coordination Steering Committee.

The Committee, facilitated by the director of the Emergency Preparedness Bureau or her designee, will meet at least quarterly to discuss and advise EPB on topics including, but not limited to:

- o issues raised by MRC units and communities working with MRCs;

- policy recommendations to promote consistency on recruitment, training, volunteer identification, and activation protocols for MRCs, and to encourage coordination with other volunteer programs such as MA Responds, CERT, etc.
- logistical and administrative support activities to be provided by the contractor selected by EPB to provide support for MRC activities; and
- development of deliverables for implementation in Massachusetts Fiscal Year 2013 consistent with the CDC Volunteer Management Capability.

Each member of the Committee shall provide a regular written report to his or her Region or Regional Coalition on the activities of the statewide MRC Coordination Steering Committee.

An MRC representative may serve on the Committee for no more than two (2) consecutive grant cycles. Each Region's MRC Advisory Group shall identify a member from the Regional Advisory Committee to replace a departing Committee member. A member who has left the Coordination Steering Committee after serving two (2) terms may be named to serve again after a one (1) year absence from the Coordination Steering Committee.

## CAPABILITY 15: VOLUNTEER MANAGEMENT

**Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

**Functions and Associated Performance Measures:** This capability consists of the ability to perform the functions listed below. At present there are no CDC-defined performance measures for these functions.

Function 1: Coordinate volunteers

Function 2: Notify volunteers

Function 3: Organize, assemble, and dispatch volunteers

Function 4: Demobilize volunteers

For the complete text of Capability 15, please see pages 133-139 of the CDC



# CITY OF GLOUCESTER

Health Department  
3 Pond Road, City Hall Annex  
Gloucester, Massachusetts 01930  
PHONE: 978-281-9771 Fax: 978-281-9729  
EMAIL: [healthdept@gloucester-ma.gov](mailto:healthdept@gloucester-ma.gov)  
WEBSITE: [www.gloucester-ma.gov](http://www.gloucester-ma.gov)



**Public Health**  
Prevent. Promote. Protect.

## MEMO

**To:** MAYOR CAROLYN KIRK & COUNCIL PRESIDENT JACKIE HARDY  
**From:** MAX SCHENK - INTERIM DIRECTOR, HEALTH DEPARTMENT  
**Date:** September 2, 2011  
**Subject:** Review of MassCALL 2 Grant ~ 2011/2012

-----  
Dear Mayor Kirk & Council President Hardy ~

The Gloucester Health Department is happy to provide for review and City Council acceptance, a grant of from the Massachusetts Department of Public Health (MDPH), Massachusetts Collaborative for Action Leadership and Learning 2.

- The purpose of the grant is to provide funding to prevent and reduce fatal and non-fatal opioid overdoses within Gloucester.

Please feel free to contact me if your office or Council members have any further questions.

Respectfully

Max Schenk  
INTERIM HEALTH DIRECTOR

Enc. GRANT COPY  
Cc: File



City of Gloucester  
Grant Application and Check List

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

Name of Grant: MassCALL 2

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: \_\_\_\_\_

Object of the application: To reduce unintentional death from overdose.

Any match requirements: None

Mayor's approval to proceed: *[Signature]* 9/7/11  
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

Grant Budget by line item account: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

RECEIVED  
AUG 25 2011

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD  
SECRETARY

JOHN AUERBACH  
COMMISSIONER

February 16, 2011

Jack Vondras  
City of Gloucester Health Department  
3 Pond Road, City Hall Annex  
Gloucester, MA 01930

Dear Mr. Vondras:

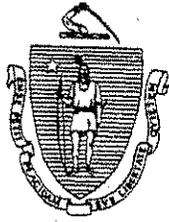
This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has adjusted your contract to provide MassCALL 2 Prevention services. This contract, #INTF2364MM3900913012 has been increased by \$83,504.00 for a revised maximum obligation of \$203,504.00 and will be in effect through June 30, 2011. Also, this amendment renews this contract in the amount of \$30,000 for each fiscal year of 2012 and 2013.

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

The Department of Public Health contract is subject to the Commonwealth Terms and Conditions for Human and Social Services and to the applicable policies and regulations of the Department. Specific programmatic or fiscal conditions may, also, be attached to this contract, as circumstances require.

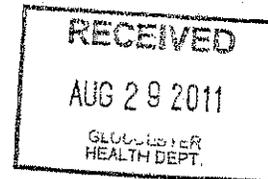
Please return the enclosed contract amendment package as soon as possible. If you have any questions, contact the Bureau at (617)624-5146 or the Purchase of Service Office at (617)624-5800.

Charles A. Whiteman, Director of Administration and Finance  
Bureau of Substance Abuse Services



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK  
GOVERNOR  
TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR  
JUDYANN BIGBY, MD  
SECRETARY  
JOHN AUERBACH  
COMMISSIONER



August 23, 2011

TO: City Of Gloucester

RE: Contract# INTF2354MM3900913012

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

**NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM:**

Must be signed and dated (Preferred BLUE INK). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at: [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance for Vendors-Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

All attachments MUST be completed for your contract package to be processed.

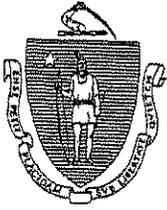
As of July 1, 2011 the POS Office will no longer be making copies of a completed contract package and returning to your contract manager. The POS Office will continue to send copies of all forms signed by a Department representative. Please make copies of all relevant documents for your files before sending your completed packet to the POS Office.

**CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM:**

The provider has to submit originals only once unless there is a change to the person(s) who signed the listing or a name(s) on the Contractor Authorized Signatory Listing changes. If either occurs, both pages are to be completed and submitted to the POS Office Manager. The contractor is responsible for ensuring that both pages are current. Once the originals are filed at POS, the provider MUST INCLUDE A COPY of the Authorized Signatory Listing with ALL contract packages. If you have any questions, please contact your POS contract manager.

If you have any questions, please contact Sokonthea Dao at 617-624-6190 . An original contract package must be completed by September 6, 2011 and mailed to:

Department of Public Health  
Purchase of Service Office  
250 Washington Street, 8th Floor  
Boston, MA 02108-4619  
ATTENTION: Sokonthea Dao



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD  
SECRETARY

JOHN AUERBACH  
COMMISSIONER

August 17, 2011

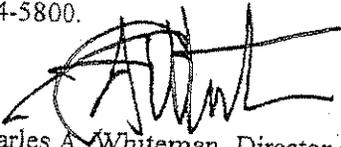
Jack Vondras  
City of Gloucester Health Department  
3 Pond Road, City Hall Annex  
Gloucester, MA 01930

Dear Mr. Vondras:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has amended your contract for MassCall2 services. This contract, INTF2354MM3900913012 has been increased by \$70,000.00 for a revised maximum obligation of \$100,000.00 and will be in effect through June 30, 2012.

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

Please return the enclosed contract amendment package as soon as possible. If you have any questions, please contact the Bureau at (617) 624-5146 or the Purchase of Service Office at (617) 624-5800.

  
Charles A. Whiteman, Director of Administration and Finance  
Bureau of Substance Abuse Services

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City Of Gloucester (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health <b>MMARS Department Code:</b> DPH
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 9 Dale Ave Ste 9, Gloucester, MA 019303000	<b>Business Mailing Address:</b> 250 Washington St., Boston, MA 02108
<b>Contract Manager:</b> Jack Vondras	<b>Billing Address (if different):</b>
<b>E-Mail:</b> <a href="mailto:jvondras@gloucester_ma.gov">jvondras@gloucester_ma.gov</a>	<b>Contract Manager:</b> Sokonthea Dao
<b>Phone:</b> 978-281-9771 <b>Fax:</b> 978-281-9729	<b>E-Mail:</b> <a href="mailto:sokonthea.dao@state.ma.us">sokonthea.dao@state.ma.us</a>
<b>Contractor Vendor Code:</b> VC6000192096	<b>Phone:</b> 617-624-6190 <b>Fax:</b> 617-624-5017
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> INTF2354MM3906913012 <b>RFR/Procurement or Other ID Number:</b> 900913

<p style="text-align: center;"><u>NEW CONTRACT</u></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>X CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 13</u> . Enter Amendment Amount: \$ <u>70,000.00</u> . (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
---	--

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.  
 Commonwealth Terms and Conditions     Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds; subject to intercept for Commonwealth owed debts under 815 CMR 9.00.  
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 553,504.00

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_% PPD; Payment issued within 15 days \_\_\_% PPD; Payment issued within 20 days \_\_\_% PPD; Payment issued within 30 days \_\_\_% PPD. If PPD percentages are left blank, identify reason: \_\_\_ agrees to standard 45 day cycle  statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)  
Maximum Obligation Change

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:  
 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.  
 2. may be incurred as of \_\_\_\_, 20 \_\_\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.  
 3. were incurred as of \_\_\_\_, 20 \_\_\_\_, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of 06/30, 20 13, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**  
 X: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: \_\_\_\_\_  
 Print Title: \_\_\_\_\_

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**  
 X: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name:  Toni Gustus   
 Print Title:  Director, Purchase of Service Office

FY: 2012

Amendment # (If Applicable): \_\_\_\_\_

If Federal Funds, CFDA#

93.450

**PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**

**PROGRAM INFORMATION**

Contractor Name: City Of Gloucester	Department Name: Massachusetts Department of Public Health
Program Type: Mass Collaborative for Action, Leadership and Learning 2	Document ID #: INTF2354MM3900913012
Program Name: Healthy Gloucester Coll.	UFR Program:
Program Address: 9 Dale Ave Ste 9	MMARS Program Code: 4940
City/State/Zip: Gloucester, MA 019303000	Other Reference Information (Information Purposes Only):
Contact Person: Jack Vondras Telephone: 978-281-8771	Contact Person: Sokonthea Dao Telephone: 617-624-6190
RFR INFORMATION: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> RFR Reference # 900913 <input type="checkbox"/> Legislative exemption <input type="checkbox"/> Emergency <input type="checkbox"/> Collective Purchase <input type="checkbox"/> Interim <input checked="" type="checkbox"/> Amendment	
SCOPE OF SERVICES: <input type="checkbox"/> Bidders Response Attached <input checked="" type="checkbox"/> Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: <u>07/01/2008</u> to <u>06/30/2013</u>	
INITIAL DURATION: <u>07/01/2008</u> to <u>06/30/2011</u>	
OPTIONS TO RENEW: *****Refer to RFR for options to renew and for years each option*****	

**FISCAL TERMS**

Price is established through: (Check 1, 2, or 3)  <input type="checkbox"/> OPTION 1: PRICE AGREEMENT (list price) \$ <u>See Attached</u> Rate Regulation (if any) _____  <input type="checkbox"/> OPTION 2: SUMMARY BUDGET ("T" Lines only) <input type="checkbox"/> Unit Rate <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other _____  <input checked="" type="checkbox"/> OPTION 3: COMPLETED BUDGET <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Unit Rate <input type="checkbox"/> Other _____	<b>FUNDING SUMMARY</b>							
	Prior Years		Current Years		Future Years			
	FY	Amount	FY	Amount	FY	Amount		
	2011	\$ 203,504.00	2012	\$ 100,000.00	2013	\$ 30,000.00		
	2010	\$ 120,000.00						
	2009	\$ 100,000.00						
Total:		\$ 423,504.00	Total:		\$ 100,000.00	Total:		\$ 30,000.00
Multi Years Total:						\$ 553,504.00		
Current Max Obligation: \$ _____ Unit Rate: \$ _____ per _____ # Billable Units: _____								
Additional Payment or Price Specifications:								

## Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF2354MM3900913012

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

**New Contract**

Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

**Contract Amendment**

If choosing amendment you must check off one of the three types below and provide explanation

**Increase**

Include a clear explanation of what the funding change will support in terms of additional services.

**Decrease**

Include a clear explanation of what services are being reduced as a result of the funding decrease.

**Other**

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).



COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.

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

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

Title:

X

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

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

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

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

My commission expires on:

AFFIX NOTARY SEAL

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

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

AFFIX CORPORATE SEAL

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC HEALTH**

**SUBCONTRACTOR IDENTIFICATION LIST**

Provider/Vendor Name: \_\_\_\_\_ Vendor VC No.: \_\_\_\_\_

Program Name: \_\_\_\_\_ Contract ID: \_\_\_\_\_

**Instructions:** Providers/vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors/providers are added or deleted. This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

Subcontracted services must be competitively bid. Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract boilerplate available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

*Line 206*

1. Total Subcontract Dollars\* \$ \_\_\_\_\_

2. Amount of #1 allocated to identified subcontractors (list below): \$ \_\_\_\_\_

Subcontractor Name/Vendor Number	Subcontract Amount	Type of Service provided and number of service units, if applicable
<b>TOTAL:</b> (Must = #2 above)		

3. Amount of #1 not yet allocated to identified subcontractors: \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Provider/Vendor Authorized Signature

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
DPH Program Manager

\* For contracts using Attachment 3, the Program Budget Form, 2+3 must = Line 206 of the form.

<b>Report Title: Vendor's Worksheet for Program Budget Amendment</b>	<b>Page Number:</b> 1 of 2
	<b>Report Run Date:</b> 08/23/2011
	<b>Report Run Time:</b> 12:27:53 PM

**Budget Fiscal Year:** 2012      **Agency Name:** Bureau of Substance Abuse Services      **Contract No:** INTF2354MM3900913012 - 2012 - CT  
**Contracting Provider:** City Of Gloucester      **VCC:** VC6000192096      **Line Item Budget:** ALL  
**Activity Name:** MassCALL      **Activity Code:** 4940      **Amendment No:** 1  
**Budget No:** 1

Budget as previously Amended				Cost Reimbursement Only			Amend Change		New	
UFR No	Component	FTE	Amount	Offset	Source	Reimbursement	FTE	Amount	FTE	Amount
101	Program Function Manager	1.00	\$15,000.00	\$0.00						
137	Program Secretarial, Clerical Staff	1.00	\$5,000.00	\$0.00						
Direct Care / Program Staff Total		2.00	\$20,000.00	\$0.00						

Budget as previously Amended				Cost Reimbursement Only			Amend Change		New	
UFR No	Component	FTE	Amount	Offset	Source	Reimbursement	FTE	Amount	FTE	Amount
215	Program Supplies, Materials and Expendable Items of Equipment and Furnishings		\$2,500.00	\$0.00						
Other Direct Care/Program Resources Total			\$2,500.00	\$0.00						

Budget as previously Amended				Cost Reimbursement Only			Amend Change		New	
UFR No	Component	FTE	Amount	Offset	Source	Reimbursement	FTE	Amount	FTE	Amount
301	Program Facilities		\$3,500.00	\$0.00						
Occupancy Total			\$3,500.00	\$0.00						

Budget as previously Amended				Cost Reimbursement Only			Amend Change		New	
------------------------------	--	--	--	-------------------------	--	--	--------------	--	-----	--

UFR No	Component	FTE	Amount	Offset	Source	Reimbursement	FTE	Amount	FTE	Amount
410	Agency and Program Administration and Support		\$3,000.00	\$0.00						
Administrative Support Total			\$3,000.00	\$0.00						

Budget as previously Amended				Cost Reimbursement Only			Amend Change		New	
UFR No	Component	FTE	Amount	Offset	Source	Reimbursement	FTE	Amount	FTE	Amount
510	Other Direct Administrative Expenses (390/410)		\$1,000.00	\$0.00						
Direct Administrative exp Total			\$1,000.00	\$0.00						
Budget Total for Contract		2.00	\$30,000.00	\$0.00						
Activity Total for Contract		2.00	\$30,000.00	\$0.00						
Grand Total for Contract		2.00	\$30,000.00	\$0.00						
							470,000		100,000	

# LAW DEPARTMENT

## MEMORANDUM

TO: City Council

FROM: Suzanne P. Egan *SPE*  
General Counsel

RE: Outstanding Invoice  
The Mediation Group

DATE: August 23, 2011

---

This is a request to approve the payment of the bill for mediation services provided for Loiacano Companies, Inc. v. Planning Board of the City of Gloucester, Land Court Misc. Case No. 10 MISC 431934 KCL, from the Mediation Group submitted for services rendered in June of 2011. The bill was received after the fiscal year closed and the amount carried over in the Mediation Group's purchase order is insufficient to cover the full amount due. Therefore, it is requested that the council approve the encumbrance of the amount of \$308.15 from Fiscal Year 2012 legal consultations account.

Should you have any questions, please let me know.



# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: September 7, 2011  
Re: Request acceptance of donation of PBT

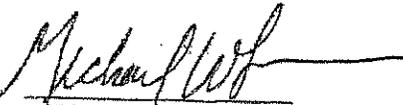
Dear Jim,

Recently the Gloucester Police Department applied for a grant from the Executive Office of Public Safety and Security. The grant was for the award of a preliminary breath test machine, or PBT as it is commonly called. The machine, about the size of a walkie-talkie, allows officers to take preliminary breath samples from OUIL suspects out in the field and to consider this information in the decision of whether or not to make an arrest.

On August 30, 2011, the Gloucester Police Dept received notification that they have been chosen to receive an award of one of these machines. The test machine is estimated to have a value of \$ 300.00.

I am requesting that this memo and the accompanying award letter be included in the Mayors Report for submittal to the City Council for referral out to the Budget and Finance subcommittee in the hopes that they will recommend to the full City Council that the gift be accepted as required by Mass General Laws.

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

  
Chief Michael W. Lane



*The Commonwealth of Massachusetts*  
*Department of State Police*

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

MARY ELIZABETH HEFFERNAN  
SECRETARY

COLONEL MARIAN J. MCGOVERN  
SUPERINTENDENT

*Office of Alcohol Testing*

*34 Macarthur Avenue*

*Devens, Massachusetts 01434*

*Tel. 978.392.4050 Fax 978.392.4030*

August 30, 2011

Dear Chief,

Congratulations. This letter is to inform you that your Department has been selected to receive a Preliminary Breath Test Device (PBT) purchased from federal grant funding secured through the Executive Office of Public Safety and Security's Highway Safety Division (EOPSS/HSD).

The Office of Alcohol Testing (OAT) will contact your Officer in Charge (OIC) to schedule training. Training will be scheduled through September 30, 2011. The OAT would like to thank you for your interest and involvement in the grant program. If you have any questions please contact the OAT at 978-392-4050.

Regards,

*Barbara B. O'Brien*

Barbara B. O'Brien

Office of Alcohol Testing

*Excellence In Service Through Quality Policing*



# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: September 7, 2011  
Re: Request acceptance of E911 Support (Salaries) Grant

Dear Jim,

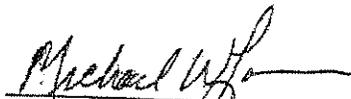
As you are aware, every year the Gloucester Police Department applies for the E911 Support Grant offered by the State Dept of E911. This grant offers financial assistance in paying the salaries of those officers assigned to the E911 dispatch function on a full time basis.

The grant, which does not have any match requirement, is in the amount of \$ 61,795.00 for FY 2012. The contract start date is July 11, 2011 and runs through June 30, 2012. This is a reimbursement grant.

On July 11, 2011, the Gloucester Police Department received notification that they have been awarded the above mentioned amount.

I am requesting that this memo and the attached paperwork be included in the Mayors report for submittal to the City Council for referral out to the Budget and Finance subcommittee for consideration and vote to accept the grant. Please contact me should you have any questions.

Thank you.

  
Chief Michael W. Lane



The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
STATE 911 DEPARTMENT  
1380 Bay Street, Building C - Taunton, MA 02780-1088  
Tel: 508-828-2911 - TTY: 508-828-4572 - Fax: 508-828-2585  
[www.mass.gov/e911](http://www.mass.gov/e911)



DEVAL L. PATRICK  
Governor

MARY ELIZABETH HEFFERNAN  
Secretary of Public Safety  
and Security

TIMOTHY P. MURRAY  
Lieutenant Governor

FRANK POZNIAK  
Executive Director

July 11, 2011

Chief Michael W. Lane  
Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

Dear Chief Lane:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2012 State 911 Department Support and Incentive Grant program.

For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is **July 11, 2011** and will run through June 30, 2012. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2012.

We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2012.

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY 2012 Support and Incentive Grant File

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

GLOUCESTER POLICE DEPARTMENT (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: State 911 Department	
Legal Address: 197 MAIN ST, GLOUCESTER, MA 01930		MMARS Department Code: EPS	
Contract Manager: MICHAEL W LANE, Chief		Business Mailing Address: 1360 Bay Street, Building C, Taunton, MA 02780	
E-Mail: MLANE@GLOUCESTER-MA.GOV		Billing Address (if different): N/A	
Phone: 978-281-9775 Fax: 978-282-3026		Contract Manager: Marilyn Godfrey	
Contractor Vendor Code: VC 6006 192096		E-Mail: 911DantGrants@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD28/		Phone: 508-821-7299 Fax: 508-826-2585	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
		RFR/Procurement or Other ID Number: S&I Grant	

**NEW CONTRACT**

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

Statewide Contract (OSD or an OSD-designated Department)

Collective Purchase (Attach OSD approval, scope, budget)

Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)

Emergency Contract (Attach justification for emergency, scope, budget)

Contract Employee (Attach Employment Status Form, scope, budget)

Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)

**CONTRACT AMENDMENT**

Enter Current Contract End Date Prior to Amendment: \_\_\_\_\_, 20\_\_\_\_

Enter Amendment Amount: \$ \_\_\_\_\_ (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

Amendment to Scope or Budget (Attach updated scope and budget)

Interim Contract (Attach justification for Interim Contract and updated scope/budget)

Contract Employee (Attach any updates to scope or budget)

Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions \_\_\_\_\_ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract: Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 61,795.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_\_\_ % PPD; Payment issued within 15 days \_\_\_\_\_ % PPD; Payment issued within 20 days \_\_\_\_\_ % PPD; Payment issued within 30 days \_\_\_\_\_ % PPD. If PPD percentages are left blank, identify exemption:  statutory/legal or Ready Payments (G.L.c.29, § 23A); \_\_\_\_\_ federal grant/trust; \_\_\_\_\_ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) For disbursement of funds under the State 911 Department PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of \_\_\_\_\_, 20\_\_\_\_, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2012, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.02, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATORY FOR THE CONTRACTOR:

X: Michael W Lane Date: 6/30/11

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Michael W Lane

Print Title: Chief of Police

AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:

X: Frank Pozniak Date: 7/1/11

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

CITY CLERK  
GLOUCESTER, MA

11 SEP -7 AM 9: 19

**CITY OF GLOUCESTER, MASSACHUSETTS**  
**AGREED UPON PROCEDURES REPORT**  
**ON THE END OF YEAR FINANCIAL REPORT**  
**June 30, 2010**

*36 Jackman St., Unit 1* \* *Giusti, Hingston and Company*  
\* *Certified Public Accountants*  
\* *Georgetown, MA 01833* \* *(Tel) 978-352-7470*

City of Gloucester, Massachusetts  
Agreed Upon Procedures Report on the  
End of Year Financial Report  
For the Year Ended June 30, 2010

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Scope and Objectives	2
Summary of Procedures and Findings	2-10

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON  
PROCEDURES

School Committee  
Gloucester Public School District  
6 School House Road  
Gloucester, MA 01930

We have performed the procedures enumerated in the accompanying Summary of Procedures and Findings section of the Special Report that follows and is incorporated by reference herein. The procedures, which were agreed to by the Gloucester Public School District were performed solely to assist in determining if the School District properly prepared and filed the Department of Elementary and Secondary Education's End of Year Financial Report for the year ended June 30, 2010. This agreed-upon procedures engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the accompanying Summary of Procedures and Findings section that follows either for the purpose for which this report has been requested or for any other purpose.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on any of the account totals included in the School District's annual report or any other records of the School District that may be referenced in our procedures. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

*Giusti, Hingston and Company*

Giusti, Hingston and Company  
Certified Public Accountants  
June 13, 2011

City of Gloucester, Massachusetts  
SPECIAL REPORT

**Scope**

To determine whether:

1. financial data reported on all End of Year Report schedules are traceable to the detail contained in the municipal or district accounting ledgers or records or to a documented methodology.
2. non-financial data reported on all End of Year Report schedules are traceable to the district's records or to a documented methodology.
3. there are documented methodologies supporting the financial and other reported information contained in these schedules, whether these methodologies are followed, and whether the methodologies are reasonable.
4. internal controls exist to provide reasonable assurance that the revenues, expenditures and other data are accounted for consistent with the Department regulations and guidelines.

**Objectives**

Determine whether required reports for Massachusetts School Districts include all activity of the reporting period, are supported by applicable accounting records, and are fairly presented in accordance with State requirements.

**General Requirements**

**Procedure 1**

For all EOYR Schedules (Except for Special Revenue Funds, which are not reported on the budgetary basis of accounting):

- A. Ascertain if the financial information were prepared in accordance with the budgetary basis of accounting (e.g., modified accrual plus current year encumbrances minus expenditures of prior year encumbrances).
  - a. Trace the amounts reported to accounting and other records that support the audited financial statements and verify agreement or perform alternative procedures to verify the accuracy and completeness of the reports and that they agree with the accounting records. Note that expenditures of federal awards should be reported through the end of the grant period.

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued on Page 4)

- B. Trace non-financial data to records that accumulate and summarize data.
- a. Perform tests of underlying data to verify that the data were accumulated and summarized in accordance with the required or stated criteria and methodology, including the accuracy and completeness of the schedules. For Schedule 7, test eligibility criteria for reimbursable riders (pupils residing greater than 1.5 miles from their school of attendance).
  - b. When intervening computations or calculations are required between the records and the schedules, trace reported data elements to supporting worksheets or other documentation that link the schedules to the data.
- C. Determine if the District's accounting system meets the following DESE requirements:
- a. Determine whether the District uses an accounting system that provides for the reporting of all instructional costs by school location.
  - b. Determine if the accounting system is supported by up-to-date written policies and procedures and that the policies and procedures are followed on a uniform and consistent basis.
  - c. Determine if the District maintains written policies and procedures related to the classification of salaries and expenses by program, function and object and that the policies and procedures are followed on a uniform and consistent basis.

**Results**

The required testing was performed and any findings noted are reported below.

**Finding 1**

Documentation relating to the number of student transported more than/less than 1 ½ miles was not available. As a result, we could not test a sample to determine the accuracy of the amounts reported in each category.

We, also, offer the following recommendation.

***Recommendation:*** The numbering scheme in the chart of accounts and the manner in which the school budgets certain positions/expenditures make preparation of the Pupil and Financial Report very difficult and time consuming. For example, the School budgets and expends the Transportation Maintenance salaries in Function 4200 (which is not a function number in the Department of Elementary and Secondary Education's chart of accounts or the End of Year Financial Report). The Transportation function number per the Department of Elementary and Secondary Education is 3300. In addition, certain crossing guards are budgeted and expended in the Transportation (3300) Function instead of the School Crossing Guards Function (5550). The Pupil and Financial report only provides a reporting line for Professional Salaries for the

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued on Page 5)

Teachers, Classroom Function (2305) and the Teachers' Specialists Function (2310). However, the various schools have expense and other salary line items budgeted and expended in the 2305 and 2310 Functions.

Every time a salary/expenditure is not recorded in the general ledger in the proper function for Pupil and Financial Report purposes, a crosswalk or other method to ensure proper reporting must be implemented. This has proved to be a very difficult task for the school.

We recommend that the School review its chart of accounts and the manner in which it budgets for salaries and expenditures. The line item budgets should only include function numbers that coincide with function numbers in the Pupil and Financial Report (Currently the general ledger includes several function numbers that are not in the Report). Employees should be budgeted and charged to the functions as they would be reported in the Pupil and Financial Report.

**Procedure 2**

Obtain written representation from management that the reports provided to the auditor are true copies of the End of Year Report submitted or electronically transmitted to the Department of Education.

**Results**

A representation letter was received from management.

**Specific Requirements**

**Schedule 1**

**I. Revenue**

**A. Revenue from Local Sources**

**Procedure 1**

Trace revenues from local sources reported on Schedule 1 to the municipal and district accounting ledger. Also, trace the revenues on District's accounting ledger to revenue reported on Schedule 1. These amounts should agree.

**Results**

The amounts reported were materially correct.

**C. Revenue From Federal Grants**

**D. Revenue From State Grants**

**E. Revenue From Revolving & Special Funds**

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued on Page 6)

**Procedure 2**

Trace revenues from state aid, federal grants, state grants, and revolving and special funds to the detail in the District's accounting ledger. These amounts should agree with the possible exception of state aid, federal grants, and state grants, which are entered by the State based on allotments.

**Results**

**Finding**

Back-up documentation to support \$73,711 (of the \$117,464) reported as Other Federal Grants on Line 481 was not available. In addition, the amount reported as Other Local Receipts on Line 650 was \$50,148 more than the amounts recorded in the general ledger.

All other amounts reported were materially correct.

**II. Expenditures**

**A. By School Committee**

**B. By City or Town**

**Procedure 1**

Trace the amounts reported for general fund education expenditures from Schedule 1 Line 1850 to the municipal accounting ledgers and to the District's accounting ledger. Also trace the expenditures reported on District's accounting ledgers to expenditures reported on Schedule 1. These amounts should agree. If a "crosswalk" exists between the accounting ledgers and the End of Year Report, verify that the crosswalk agrees with the accounting ledgers in total and trace a sample of expenditures from the crosswalk to the accounting ledgers.

**Results**

The amounts reported were materially correct.

**Procedure 2**

Trace the amounts reported for a sample of the Department of Elementary and Secondary Education's:

- a) functions (i.e. Teaching, Principal),
- b) state objects (i.e. Professional Salaries (01), Other Salaries (02), Expenditures (04-06)),
- c) Programs (i.e. Regular Day, Special Education, etc.),  
in Schedule 1 to the detail in the accounting ledgers or to the crosswalk, if applicable.  
These amounts should agree.

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued on Page 7)

**Results**

**Finding**

Except that revolving expenditures (\$116,681) were reported on Line 2960 in Column 11 (Other Local Receipts) instead of Line 2960 in Column 9 (Athletics), the amounts reported were materially correct.

**Procedure 3**

Test expenditures for Extraordinary Maintenance (4300). Trace the expenditures to the detail in the accounting ledgers. Verify that:

- a) expenditures do not include salaries,
- b) expenditures include applicable principal portions of a loan or the cost of a lease / purchase agreement,
- c) expenditures do not exceed the per project dollar limit for Extraordinary Maintenance (\$100,000).

**Results**

Not applicable. No expenditures were reported.

**Procedure 4**

Determine how expenditures for fringe benefits are assigned or allocated to the Schedule 1, Employee Benefits and Insurance Function (5100, 5200). Trace the reported cost to the detail in the accounting ledgers using the methodology indicated. These amounts should agree.

**Results**

The amounts reported were materially correct.

**Procedure 5**

Verify that expenditures charged to Line 1683 and 2060 – Short-term Interest (5400) related exclusively to Revenue Anticipation Notes.

**Results**

Not applicable. No expenditures were reported.

**Procedure 6**

Verify that expenditures charged to Line 1684 and 2065 – Short-term Interest – BAN's (5450) relate exclusively to Bond Anticipation Notes.

**Results**

The amounts reported were materially correct.

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued on Page 8)

**Procedure 7**

Identify expenditures reported as long-term school construction debt in principal (8100) and interest (8200). Verify that bond anticipation notes are not included in these functions.

- Trace the reported costs to the Treasurer's debt schedule.
- Trace the reported amounts to the detail in the accounting ledgers. These amounts should agree.

Note:

If the District received a lump sum wait list or progress payment from the MSBA, verify that the revenue was reported on Line 130 and that expense were reported for pay down of principal (8100), or purchase of land and buildings (7100,7200) if applicable.

**Results**

The amounts reported were materially correct.

**Procedure 8**

Trace the expenditures for tuition payments:

- a) to other school districts in the state (9100),
  - b) to out of state schools (9200),
  - c) to non-public schools (9300),
  - d) to member collaborative (9400),
  - e) to regional school assessment (9500) – by city or town,
- to the detail in the accounting ledgers. These amounts should agree.

Note:

If the District prepaid fiscal year 2011 special education tuition, verify prepaid tuition was not included as a fiscal year 2010 expense. If the District prepaid fiscal year 2010 tuition from fiscal year 2009, that amount should be included as a fiscal year 2010 expense.

**Results**

The amounts reported were materially correct.

**Procedure 9**

For municipal expenditures that result in services directly related to the School Committee:

- a) Obtain a copy of written agreement between the School Committee and Municipal officials documenting the agreed upon methodologies to be used when allocating, distributing, or assigning municipal expenditures to the District.
- b) Test the amounts reported using the document methodology. These amounts should agree.

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued on Page 9)

**Results**

**Finding**

The agreement between the School Committee and the Municipal Officials stated that per pupil cost would be utilized for administrative costs reported in the Expenditures By City/Town section of Schedule 1. However, those administrative expenditures were not reported on Line 1910 (Function 1410 – Business and Finance).

**Recommendation:**

The agreement between the between the School Committee and Municipal officials documenting the agreed upon methodologies to be used when allocating, distributing, or assigning municipal expenditures to the District has not been updated in several years. We recommend that the School and Municipal officials review and update the current agreement.

**Procedure 10**

Expenditures from federal grants, state grants, and special funds:

- a. determine amounts reported in Column 1 by expenditure classification agree with filed final grant expenditure reports for SFSF grant; and
- b. trace amounts claimed as circuit breaker expenses on Line 3080 Column 6 to the accounting ledgers or journals.

**Results**

The amounts reported were materially correct.

**Schedule 3**

**Procedure 1**

- a) Trace the amounts reported by school location on the linked file to the accounting ledgers. These amounts should agree.
- b) If staff is assigned to more that one school, determine if the school maintains a payroll system or spreadsheet to document the assignment of staff salaries by school location.
- c) If allocations are used to assign salaries to schools, programs, functions, or objects, was the allocation supported by a documented methodology?
- d) If allocations are used for non-salary expenditures, determine if the District maintains a documented methodology for consistency in application. Allocations are acceptable on Schedule 3 for non-salary expenditures although direct assignment or charging is preferable.

**Results**

The amounts reported were materially correct.

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued on Page 10)

**Schedule 4**

**Procedure 1**

Ascertain the methodology used to allocate, distribute or assign SPED costs to the placement on Schedule 4. Test amounts reported on Schedule 4 using this methodology. These amounts should agree.

**Results**

The amounts reported were materially correct.

**Schedule 7**

**Procedure 1**

Trace the transportation expenditures reported on Schedule 7 to the transportation expenditures reported on Schedule 1. These amounts should agree.

Determine the methodology used to allocate transportation expenditures on Schedule 7 and verify the accuracy of these allocations. Also, if applicable, verify that the reimbursable expenditures have been reduced by transportation revenue received from students transported.

**Results**

**Finding**

There were 28 riders reported on Line 4110, but, there were no associated expenditures reported on that line. All other amounts reported were materially correct.

**Procedure 2**

Trace the transportation expenditures reported on Schedule 7 to the detailed transportation records and verify that the amounts reported on Schedule 7 are accurate and consistent with the detailed records.

**Results**

The amounts reported were materially correct.

**Procedure 3**

Determine if the District's accounting system separates costs in order to facilitate reporting as outlined in Schedule 7 (In or Out of District, pre-school, non-public, school choice and charter school).

**Results**

The District's accounting system properly separates costs in order facilitate the reporting requirements of Schedule 7.

City of Gloucester, Massachusetts  
Summary of Procedures and Findings  
June 30, 2010  
(Continued from Page 9)

**Schedule 19**

**Procedure 1**

Determine if the School District has reported all changes to Schedule 19, Part A.1 – “Appropriation by School Committee” to the Department of Education. Compare the final School Committee appropriations to the Schedule 19, Part A.1 file/amended to determine if all changes were reported.

**Results**

**Finding**

The General Administration Services (Function 1000) budget on Line 7400 (Estimated Expenditures By City/Town) did not include the per pupil calculated administrative costs. All other amounts reported were materially correct.