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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, January 5, 2012 – 7:00 p.m.  
1<sup>st</sup> Fl. Council Committee Rm. – City Hall

**AGENDA**

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

**1. Continued Business:**

- A) Review and recommendations for the disposition of real property for the Good Harbor and Wingsheek Beach Concessions (Cont'd from 12/08/11)
- 2. *Memorandum from Harbormaster re: proposed change to GCO Chapter 10, Sec. 10-51(e) Fees (referred By O&A 12/05/11)*
- 3. *Memorandum from Environmental Engineer re: request for the remainder of funding and expanded Pipeline work for Phase 3 Public Water System Upgrades and Additional Contingency- DWSRF #3509*
- 4. *Supplemental Appropriation-Budgetary Request (#2012-SA-5) from the DPW*
- 5. *Grant Application and Checklist from Emergency Management Director re: 2009 Citizens Corps Program Grant from MEMA in the amount of \$2,500*
- 6. *Memorandum, Grant Application and Checklist from Police Chief re: Council acceptance of a FY12 State 911 Department Training Grant in the amount of \$130,864*
- 6. *Memorandum from Police Chief re: grants from MIAA, Loss Control Grant in the amount of up to \$5,000 And Risk Management Grant in the amount of up to \$10,000*
- 7. *Memorandum from the Licensing Board recommending fees for Cordials and Liqueurs*
- 8. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor's Report*

**COMMITTEE**

**TBD**

**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  
Mark Cole/Donna Compton  
Jim Caulkett  
Mike Hale/Larry Durkin  
Deputy Fire Chief Miles Schlichte  
Police Chief Michael Lane  
Michelle Harrison/Pauline Doody

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

# City of Gloucester

## Office of the Mayor

### Review and Recommendations for the Disposition of Real Property

#### TO THE CITY COUNCIL FOR REVIEW, RESTRICTIONS AND APPROVAL

#### Property Information:

Document Number: RFP 12077  
Property Name and Address: Good Harbor, 99 Thatcher Road & Wingersheek Beach Concessions, 232 Atlantic Street, Gloucester, MA.  
Method of Disposition: Three (3) Year Lease 5/1/12 to 11/1/2014  
Lease Payment Requested: One third of the price proposal on May 1, 2012, May 1, 2013 and May 1, 2014  
Minimum Bid Good Harbor: \$75,000  
Minimum Bid Wingersheek: \$65,000

#### Purchasing Department:

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

Edwin Compton Purchasing Agent 10/19/11  
NAME POSITION DATE

#### Contract Manager:

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

Mark Uller Public Property Manager 10/19/11  
NAME POSITION DATE

#### Office of the Assessor:

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

[Signature] Assessor 10/19/11  
NAME POSITION DATE

#### Legal Department:

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

[Signature] General Counsel 10/19/11  
NAME POSITION DATE

#### Office of the Mayor:

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

[Signature] Mayor 11/9/11  
NAME POSITION DATE

#### Comments:

# City of Gloucester

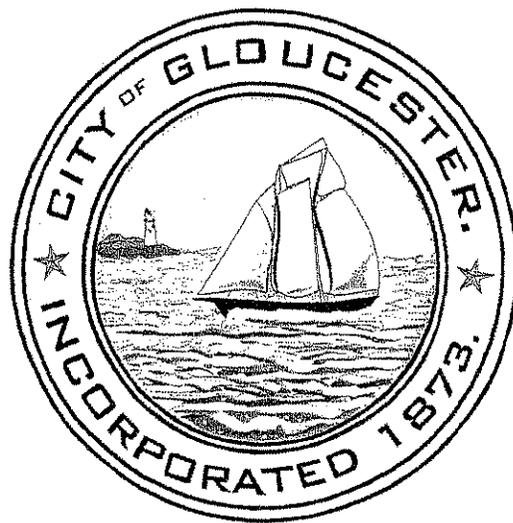
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

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



## Request for Proposal #12077

(Disposition by Lease of City Property)

### GOOD HARBOR & WINGAERSHEEK BEACH CONCESSION & RESTROOM OPERATION LEASE

RFP Available:

Submittal Deadline:

**SECTION 1.00 NEWSPAPER ADVERTISING**

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

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

**CITY OF GLOUCESTER, MA  
REQUEST FOR PROPOSALS # 12077  
BEACH CONCESSION & RESTROOM OPERATION**

The City of Gloucester is seeking proposals, RFP #12077, for the operation of the **Good Harbor and/or Wingersheek Beach Concessions & Restrooms**. The Duration of the agreement shall be from May 1, 2012 to Nov. 1, 2014. The Successful Proposer shall be required to submit a Certificate of Insurance, naming the City as an additionally insured, in the amount of \$1,000,000 (each) for Public Liability and Property Damage as well as a Security Bond in the amount of \$15,000. The Request for Proposal package will be available on at the Office of the Purchasing Agent, upon receipt of a \$15.00 fee. 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 at 11:00 AM. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, MA. **The City shall not be responsible for proposals arriving late for any reason.**

*Donna Compton*  
Purchasing Agent

**CITY OF GLOUCESTER, MA.  
REQUEST FOR PROPOSAL # 12077**

**SECTION 2.00 SERVICE DESCRIPTION**

Pursuant to MGL Chapter 30B, the City of Gloucester seeks proposals, **RFP # 12077**, for the operation of the Good Harbor and/or Wingaersheek Beach Concessions & Restrooms. The successful proposer will be responsible for the operation of the food service area and the cleaning of the restroom areas and showers. **The City is setting a minimum price condition of Seventy five thousand dollars (\$75,000) for Good Harbor and Sixty five thousand (\$65,000) for Wingaersheek.** Price proposals submitted lower than the stated amount may disqualify the proposal.

**SECTION 2.01 RFP AVAILABILITY**

Proposals will be available on \_\_\_\_\_ at the Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA.

**SECTION 2.02 RFP OPENING**

Proposals will be opened on \_\_\_\_\_ at 11:00 A.M. the Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA.

**SECTION 2.03 LATE SUBMISSIONS**

The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.

**SECTION 2.04 CANCELLATION OF OPENING**

If City Hall is closed by the Mayor due to an emergency or winter weather conditions, scheduled bid or proposal openings will be postponed to the first day City Hall is open to conduct normal business functions. The time and location of the opening will be the same as originally scheduled in the Invitation for Bids or Request for Proposals.

**SECTION 2.05 RIGHT TO WITHDRAW**

A proposer has the right to withdraw his/her bid anytime prior to the time fixed for opening. A request to withdraw must be in writing.

**SECTION 2.06 REQUESTING INFORMATION**

Any prospective proposer requesting a change in or interpretation of existing specifications of terms and conditions must do so at least (5) days, excluding Saturdays, Sundays and Holidays, before the scheduled proposal opening date. All requests are to be in writing and delivered to the Purchasing Dept., faxed (978-281-8763) or emailed [purchasing@gloucester-ma.gov](mailto:purchasing@gloucester-ma.gov) If necessary to maintain a fair and equal bidding environment, the City will issue addenda to all vendors who have requested bid packages.

**SECTION 2.07 INCOMPLETE PROPOSAL**

Any proposal which is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the Request for Proposal may be rejected by the City of Gloucester. **Conditional proposals will not be accepted.**

**SECTION 2.08 CONTRACT ASSIGNMENT**

The successful contractor will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto.

**SECTION 2.09 CONTRACT MANAGEMENT**

The Contract Manager is Mark Cole, Public Properties Operations Manager. The telephone number is 978 281 9785.

**SECTION 3.00 RFP STANDARD TERMS AND CONDITIONS**

**SECTION 3.01 PROPOSAL REJECTION**

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.

**SECTION 3.02 PROPOSAL WITHDRAWAL**

No proposer may withdraw their proposal after the opening and prior to the execution and delivery of the contract or if no award is made at the expiration of forty-five days (45) business days after the opening of the proposal.

**SECTION 3.03 RIGHT TO WAIVE**

The City reserves the right to waive any "minor informalities" or allow the vendor to correct them.

**SECTION 3.04 EQUAL OPPORTUNITY**

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to

discrimination in hiring, discharging, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, handicap, age, sexual orientation or ancestry.

**SECTION 3.05 PROPOSAL EFFECTIVE DATE**

The proposal will remain in effect for a period of forty-five days (45) business days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

**SECTION 3.06 CONTRACT DURATION**

The Duration of the agreement shall be from May 1, 2012 or the date of lease execution and November 1, 2014.

**SECTION 3.07 CANCELLATION**

As described in Section 6

**SECTION 3.08 REQUIRED APPROVALS**

The Gloucester Code of Ordinances, Section 2-3(a)(2) states, "No building, land or other real property or rights or interests therein shall be disposed of without prior order from the City Council authorizing said disposition from the Mayor. The Council may impose any condition, restriction, or other limitation on the building or property as it deems appropriate, consistent with the General Laws. The Gloucester Code of Ordinances, Section 2-3(e)(1) states, "All votes to authorized leases of real property by the City to third parties, shall be approved by a two-thirds vote of the full City Council.

**SECTION 4.00 PROPOSAL SPECIFICATIONS**

**SECTION 4.01 RFP PACKAGING**

A sealed envelope, containing the Proposal marked "Good Harbor & Wingsheek Beach Concession and Restroom Lease #12077" must be received by Office of the Purchasing Agent, City Hall, 9 Dale Avenue, Gloucester, MA. 01930, prior to **11:00 a.m. on** . It is the sole responsibility of the offeror to insure that the proposal arrives on time at the designated place.

**SECTION 4.02 PRICE SUMMARY FORMS**

The Price Summary Forms must be completed. No substitute form will be accepted. Pricing must remain firm throughout the contract.

**SECTION 4.03 QUESTION AND RESPONSES**

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing or faxed to Donna Compton, Purchasing Agent, email (purchasing@gloucester-ma.gov). Any information sent to one proposer will be available to all proposers. No requests or questions will be accepted after **1:00 p.m. on** . To receive the responses to any questions submitted by other Offerors, please send the name, address, telephone number and fax number (if any) of the person to whom this information should be sent.

**SECTION 5.00 FORMS TO BE COMPLETED & INCLUDED IN THE PROPOSAL PACKAGE**

All vendors shall submit bids in strict accordance with the submission requirements listed below. Any vendors failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

**ATTACHMENT A: QUESTIONNAIRE**

**ATTACHMENT B: REFERENCE FORM**

**ATTACHMENT C: NON COLLUSION STATEMENT**

All bidders are responsible and required by Massachusetts General Law to submit a statement of Non Collusion with their bid. If a form has not been include in the Invitation for Bid package, you may request a copy from the Purchasing Office. The City is required to reject any bid that does not include a completed Statement of Non Collusion.

**ATTACHMENT D: PRICE PROPOSAL PAGE**

**OTHER ATTACHMENTS**

▪ **INFORMATION**

Any other information that the vendor wishes to include that will document their capabilities and qualifications for providing the services sought in this RFP.

▪ **ACKNOWLEDGMENT OF ADDENDA**

Each bidder shall acknowledge the receipt of any addenda by signing and including it in their bid submission.

**ATTACHMENT "A"**

**QUESTIONNAIRE**

**RFP No: #12077**

**Description: RFP BEACH CONCESSION AND REST ROOM LEASE**

- 1. Name of Firm/Individual \_\_\_\_\_
- 2. Address \_\_\_\_\_
- 3. Type of Organization \_\_\_\_\_  
(Proprietorship, Partnership, Corporation)
- 4. Is your Firm SOMBA certified (MBE) \_\_\_\_\_
- 5. Federal ID No. \_\_\_\_\_
- 6. Is your Firm SOMBA certified (WBE) \_\_\_\_\_
- 7. Year Established \_\_\_\_\_
- 8. Name & Title of Principal to contact \_\_\_\_\_
- 9. Principal contact's telephone number \_\_\_\_\_
- 10. Principal contact's Fax Number \_\_\_\_\_
- 11. Principal contact's e-mail address \_\_\_\_\_

12. Key Persons, Specialists and Individuals in your firm to be assigned to this operation:

Name	Title	Project Role	Estimated Hours
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Key Persons, Specialists, Individuals from subcontracting firm(s) to be assigned to this operation, if any:

Name	Title	Project Role	Estimated Hours
_____	_____	_____	_____

14. List any contracts, within the last 10 years, that have been terminated by an owner or your firm prior to the full term of the agreement.

Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Termination	_____	Contract Value	_____
Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Termination	_____	Contract Value	_____

15. List any contracts, within the last 10 years, where your firm did not complete the full term of the agreement

Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Not Completing Contract	_____	Contract Value	_____
Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Not Completing Contract	_____	Contract Value	_____

ATTACHMENT "A"

QUESTIONNAIRE

RFP No: #12077

Description: RFP BEACH CONCESSION AND REST ROOM LEASE

- 1. Name of Firm/Individual
- 2. Address
- 3. Type of Organization  
(Proprietorship, Partnership, Corporation)

- 4. Is your Firm SOMBA certified (MBE)
- 6. Is your Firm SOMBA certified (WBE)
- 8. Name & Title of Principal to contact
- 9. Principal contact's telephone number
- 10. Principal contact's Fax Number
- 11. Principal contact's e-mail address

- 5. Federal ID No.
- 7. Year Established

12. Key Persons, Specialists and Individuals in your firm to be assigned to this operation:

Name	Title	Project Role	Estimated Hours
_____	_____	_____	_____
_____	_____	_____	_____

13. Key Persons, Specialists, Individuals from subcontracting firm(s) to be assigned to this operation, if any:

Name	Title	Project Role	Estimated Hours
_____	_____	_____	_____

14. List any contracts, within the last 10 years, that have been terminated by an owner or your firm prior to the full term of the agreement.

Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Termination	_____	Contract Value	_____
Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Termination	_____	Contract Value	_____

15. List any contracts, within the last 10 years, where your firm did not complete the full term of the agreement.

Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Not Completing Contract	_____	Contract Value	_____
Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Not Completing Contract	_____	Contract Value	_____

16. List any litigation by or against your firm, within the last 10 years, for breach of contract.

<i>Litigation Initiated By</i>	<i>Address</i>	<i>Telephone</i>	<i>Status of Litigation</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

17. Within the last 10 years, has your firm filed for bankruptcy protection? If yes, what is the current status?

\_\_\_\_\_  
\_\_\_\_\_

18. Principal Business of this Firm and Principal Specialization:

\_\_\_\_\_  
\_\_\_\_\_

19. Names & Titles of all Partners or Directors                      % Stock                      Ma. Reg. No.                      Discipline

As the authorized agent for the proposer, I attest and swear to the accuracy of the information supplied in this questionnaire under the penalty of perjury.

<i>Signature</i>	<i>Printed Name and Title</i>	<i>Date</i>
_____	_____	_____

Note: If additional space is necessary, please attach additional 8 1/2 x 11 sheets to this questionnaire

**ATTACHMENT "B" REFERENCE FORM**

No.	Governmental Agency or Business	Contact Person	Telephone
1.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
2.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
3.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
4.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
5.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
6.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
7.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
8.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
9.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
10.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
11.	_____	_____	_____
Description of Project _____			
No.	Governmental Agency or Business	Contact Person	Telephone
12.	_____	_____	_____
Description of Project _____			

**ATTACHMENT "D" RFP #12077**

**FORM TO BE COMPLETED & INCLUDED IN THE PRICE PROPOSAL PACKAGE**

All vendors shall submit bids in strict accordance with the submission requirements listed below. Any vendors failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration

**PRICE SUMMARY FORM**

<b>Option #1 - Award Good Harbor Beach Concession to the Highest Proposer</b>	<b>Total Price</b>
Good Harbor Beach Concession Price Proposal Total lease period 5/1/012 to 11/01/14 - AWARD LINE Minimum Bid \$75,000.00	
<b>Option #2 - Award Wingersheek Beach Concession to the Highest Proposer</b>	<b>Total Price</b>
Wingersheek Beach Concession Price Proposal Total lease period 5/1/12 to 11/01/14 - AWARD LINE Minimum Bid \$65,000.00	

**METHOD OF AWARD:**

The responsive and responsible proposer(s) that offers the highest price proposal for **each** concessions for the total lease period (5/1/12 to 11/1/14) will be awarded a lease(s). If a Proposer offers the highest price proposal on **both** concessions, they will be awarded a lease for **both** concessions.

**ATTACHMENT "C" 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. The undersigned hereby agrees to comply with the requirement contained in RFP #99124 and the Lease Agreement for the Bid Price submitted on Attachment "D". Signatory must provide evidence of legal authority to enter into this agreement.

**AUTHORIZED SIGNATURE**

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail Address \_\_\_\_\_

This checklist is provided to assist Proposers in the preparation and packaging of their proposal.

**ATTACHMENT "E" BIDDER CHECKLIST CHECK COMPLETION**

Task	X
1. Bid sealed, signed and marked as required	_____
2. Reference Form, completed	_____
3. Addenda Receipt Acknowledged	_____
4. Questionnaire, completed	_____
5. Price Summary Form	_____

**SECTION 6.00 LEASE TERMS AND CONDITIONS**

**1. EFFECTIVE DATE AND TERM**

- a. The Effective Date of this Agreement shall be the 1st day of May, 2012 or the date of a fully executed contract.
- b. The term of this Agreement shall commence on the Effective Date and shall continue until November 1, 2014. In any event, the term of this Agreement shall not end later than the latest date permitted by law.

**2. GENERAL UNDERTAKINGS OF OPERATOR**

- a. The Operator shall conduct refreshment and restroom operations at the Concession facility and shall operate up to three cold drink/slush carts, the cart shall be operated by one person and the area within 50 feet of the cart is maintained in a clean and orderly manner (see Section 8 f. regarding rubbish disposal requirements).
- b. The Operator shall abide by such reasonable requirements as the Owner or its Authorized Representative may establish to maintain, protect, and ensure the safe, orderly, and lawful conduct of its facilities and refreshment, showers & restroom operations. The operator will be responsible for obtaining any and all required permits, licenses and inspections.
- c. The Operator shall be responsible for the opening, closing, cleaning, upkeep, stocking and maintenance of the restrooms and showers attached to the concession facility. Responsibilities include daily cleaning, furnishing and daily stocking of supplies, routine maintenance and minor repairs. Routine maintenance is to include the clearing of clogged toilets and the removal of sand from the shower floor drains, etc.
- d. The Operator, at his expense, shall provide for the installation of any equipment, maintenance, or repairs needed for the passage of an inspection or the successful issuance of any and all permits.
- e. The operator will pay for all cleaning and toilet supplies and will supply and change all light bulbs and florescent tubes.

**3. UNDERTAKINGS OF THE OWNER**

- a. The Owner shall provide the Operator with space in designated areas of the sites described in Section 8 herein, for the purpose of conducting refreshment, shower and restroom operations.
- b. The Owner covenants hereby to create, grant, or license no other concession of a similar kind at any location within the designated site. Catered groups and outings do not constitute a concession and are allowed by City Permit only.
- c. All maintenance and repairs beyond those specified in Section 2c will be performed by the City.
- d. The Owner shall provide regular inspections in accordance with City, State and Federal Codes.

**4. INDEMNIFICATION, INSURANCE SECURITY FOR PERFORMANCE**

- a. **Indemnification:** The space provided to the Operator by the Owner shall be used solely at the risk of the Operator. The Operator shall indemnify and hold the Owner harmless from any liability for injury, loss, claim, or damage to any persons or property which results from:
  1. any willful or negligent act of the Operator, its agents, or employees;
  2. from any failure of the Operator, its agents, or representatives to perform any obligation imposed on it hereunder; and
  3. from any damage or injury from any cause arising out of the use of the areas or storage space provided pursuant to this Agreement.
- b. Operator will maintain liability and property damage insurance in the amounts described herein, and provide a certificate of insurance naming the Owner as an "additionally insured"
- c. **Insurance:** The Operator shall provide or cause to be provided and maintained products liability, public liability, and property damage insurance, protecting the operator and Owner, against claims for bodily injury (including death) to persons for property damage arising out of the operation, use, or maintenance of the operations space.
  1. In the case of insurance relating to product liability such insurance shall have limits of not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death to any one person and not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death from any one accident, incident, or occurrence and against claims for damage to property therefrom, a limit of not less than **one million dollars (\$1,000,000)**.
  2. In the case of insurance relating to public liability, such insurance shall have the limits of not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death to any one person and not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death from any one accident, incident, occurrence and against claims for damage to property (excluding fire) therefrom, a limit of not less than **one million dollars (\$1,000,000)**.
  3. All insurance agreements shall contain provisions that the insurer will not cancel any such policy without first giving thirty (30) days notice in writing to the Owner. All such policies shall include written notification to Owner of cancellation or restrictive amendment
  4. Prior to the effective date of this Agreement, the Operator shall furnish the Owner with certificates evidencing the insurance required by this Agreement, and all policies shall be open to inspection upon

request by any attorney involved on behalf of the Owner in the investigation, prosecution, or settlement of any claims to which the Owner is a party and to which the inspection of the insurance policy is pertinent.

- d. **Workmen's Compensation:** The operator shall provide and maintain all Workmen's Compensation insurance as required by Massachusetts law.
  - e. **Security for Performance:** The Operator shall furnish to the Owner at the time of the execution of this Agreement a Security Bond in the amount of Fifteen Thousand Dollars (\$15,000) to guarantee the good faith performance of this Agreement. The security bond shall be for the full term of this Agreement and shall be issued by a surety company qualified to do business in Massachusetts.
  - f. **Premiums:** Premiums for any bonds, insurance policies, or other agreements required by this Agreement shall be paid by the Operator.
5. **PAYMENT**
- a. **Bid Amounts:**
    1. The Operator shall pay to the Owner one third of their Price Proposal each year. Payments are due May 1, 2012, May 1, 2013 and May 1, 2014. If a lease is executed after May 1, 2012, the first payment will be due two business days after the date of execution.
    2. The lease payments are for Summer Operation of the sites known as Good Harbor Beach and Wingersheek Beach.
  - b. **Manner of Payment:** All payments made under this Agreement shall be made by Certified Check made payable to the City of Gloucester.
  - c. **Delivery of Payment:** Payment to the Owner shall be delivered in person or by registered mail to the Director of Public Works, as the Authorized Representative of the Owner.
  - d. **Apportionment:** In the event of a fire or unavoidable casualty which precludes operation of the concessions under this Agreement, the Owner and Operator agree that a fair apportionment of the Operator's payments under this Agreement shall be made.
  - e. **Failure to Pay:** Neglect or failure to pay on the part of the Operator shall be sufficient grounds for the immediate termination of this Agreement and the Owner shall be free in such cases to award a new contract to a third party without incurring any liability to the Operator.
6. **DEFAULT, TERMINATION**
- a. **Event of Default Defined:** An event of default under this Agreement shall mean and include:
    1. Failure by the Operator to comply with any of the provisions of this agreement, or with any law, rule or regulation, or any order of the Director of Public Works pertaining to the showers, restrooms or concessions, said failure continuing more than twenty-four (24) hours after the Operator's receipt of written notice of such failure from the Director of Public Works.
    2. The dissolution or liquidation of the Operator or the filing by the Operator of a petition in bankruptcy or to be adjudicated a bankrupt entity, or any assignment for the benefit of creditors, or any efforts by the Operator to take advantage of any insolvency act.
    3. Any limitation or cessation of operation by the Operator as a result of any legal action taken against the Operator.
    4. Failure of the Owner to comply with any provision of this Agreement.
  - b. **Remedies of the Owner Upon Default by Operator:** If the Operator shall commit an event of default, the Owner shall have, in addition to any other rights or remedies it may have under this Agreement or under law, the following rights and remedies:
    1. The Owner may terminate this Agreement at its option, such option to be exercised by written notice to the Operator.
    2. If the event of default is a dissolution, a filing of a petition in bankruptcy, etc. as described in Section 6.a.2 then termination shall be effective on the date of such dissolution, filing, etc.
    3. The Owner, in addition to termination of this Agreement, may retain any monies held by or for it, including the security bond in the amount provided in Section 4.e, said monies and bond to be retained by the Owner not as a penalty but as reimbursement for monies expended in preparing the designated site for the use of the Operator and for the loss which would be sustained by the Owner as a result of the termination of this Agreement.
  - c. **Remedies of the Operator Upon Default by Owner:** If the Owner shall commit an event of default, the Operator shall have, in addition to any other rights or remedies it may have under this Agreement or under law, the right to terminate this Agreement if said event of default shall continue for thirty (30) days following written notice to the Owner from the Operator specifying such event of default. **Sole remedy of the Operator in law or equity.**
  - d. **Forfeiture of Rights:** In the event that this Agreement terminates as herein provided, all rights of the Operator herein shall be forfeited without any claim for damages against the Owner, its officers, and employees.

- e. **No Waiver:** The failure of either party to insist in any one or more instances upon strict performance by the other of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver or relinquishment of any such right or of the right to enforce such performance.
- f. **Surrender of Designated Site:** Upon the termination of this Agreement, whether caused by expiration or default, the Operator shall quit and surrender the designated site and all property therein belonging to the Owner; such designated site and property to be surrendered in the same condition, less reasonable wear and tear, as when the Operator took possession thereof. Only such articles shall be removed by the Operator at the time of surrender as are deemed to be its personal property and do not otherwise become the property of the Owner under the terms of this Agreement.

## 7. MISCELLANEOUS

- a. **Incorporation of Specifications, etc.:** The Request for Proposal, the Notice of Award, Proposal Forms, Price Proposal Form, Specifications, Addenda and the Proposer's response(s) thereto are hereby incorporated into this Agreement by reference and shall be considered a part of the Agreement between the Owner and Operator.
- b. **Compliance with Applicable Law:** The Operator shall comply with all applicable provisions of federal, state, and local law, ordinance and regulation, including but not limited to the payment of all taxes and the securing of all permits or licenses necessary to the conduct of the Operator's business. Health certificates for employees, where required, shall be secured and posted in a conspicuous place on the premises.
- c. **Modification:** This Agreement may be modified from time to time by a duly executed written agreement between the Owner and Operator.
- d. **Notice:** Notice required by the terms of this Agreement or other communications relating to this Agreement shall be given in writing and shall be deemed to have been duly given if given by mailing a copy of such notice or communication by registered or certified mail to the Director of Public Works in the case of the Owner, and in the case of the Operator, to the address provided by the Operator in its bid for this Agreement or any other address duly filed for that purpose by the Operator with the Director of Public Works; notice may also be given by hand by delivering a copy of such notice to the Director of Public Works, Poplar Street, Gloucester, Massachusetts in the case of the Owner, and, in the case of the Operator, to the Operator or the manager of its contract, authorized representative or any other person in charge of operations at the designated site.
- e. **Assignment of the Agreement:** The Operator shall not sell, assign, transfer, mortgage, or parcel out the license hereby granted, nor any equipment used in the exercise of this license, nor any interest therein, nor consent, allow or permit any other person or party to use any part of the premises or spaces covered by this Agreement; nor shall this Agreement be transferred by operation of law, it being the purpose and intent of this Agreement that the rights and privileges under this Agreement are granted solely to the Operator named herein.
- f. **Severability:** If any one or more of the provisions of this Agreement is held to be contrary to law, then such provision or provisions shall be deemed severable from and shall in no way affect the validity of the remaining provisions.
- g. **Governing Law:** This Agreement is made in the Commonwealth of Massachusetts and shall be governed by the laws thereof.
- h. **Relationship of the Parties:** No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or representative of the other party or to create any fiduciary relationship between the parties.
- i. **Counterparts of the Agreement:** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

## 8. SPECIFICATIONS AND GENERAL CONDITIONS

- a. **Applicability to All Sites:** Unless otherwise indicated by the content of a specific provision, the specifications and conditions of this article shall be deemed applicable to each site of operation, Good Harbor Beach and Wingaersheek Beach.
- b. **Alcoholic Beverages Prohibited:** No alcoholic liquors or fermented beverages shall be sold or consumed upon the premises.
- c. **Equipment:** The Operator shall, entirely at his expense, furnish, provide, and install all equipment necessary to his operations which is not installed at the date of the execution of this Agreement. All plans and specifications, including locations of equipment, for equipment to be so installed by the Operator shall be submitted to the Director of Public Works for approval, in writing, prior to installation and use and it is the responsibility of the Operator to ensure that such equipment is duly inspected and approved by all relevant state and local regulatory bodies. The operator shall not place equipment, containers, or similar items outside the concession facility or enclosed storage area without the approval in writing by the Director of Public Works.
- d. **Utilities:** The Operator shall assume and be entirely responsible for all costs of and relating to utilities, including but not limited to the full water, sewer, gas, telephone, security alarm, and electricity. These costs also shall include the cost of opening operations in the Spring and of closing operations in the Fall; and any extended opening time

- for required owner repairs. Fall closing is not to be deemed completed until the Operator has drained all water piping and the building has been inspected by the Public Properties Division of the DPW at the Operator's request.
- e. **Sewer at Wingersheek:** *At the present time Wingersheek has a tight tank that requires pumping by the City therefore the Operator shall pay sewer charges based on their water usage.*
- f. **Dispensing Containers:** The Operator shall use only biodegradable paper plates, cups or other containers or accessories for the purpose of dispensing refreshments. Under no circumstances are glass, styrofoam, polystyrene or plastic containers or accessories to be used for such dispensing of service by the operator or other contractors.
- g. **Site Cleaning and Rubbish Disposal:** The designated site shall be kept clean and adequately maintained at all times. All waste, garbage, and rubbish generated by concession operations shall be deposited regularly in designated containers, provided by the owner, outside of the building in which the operations are conducted. At the close of business each day, all remaining waste, etc., shall be so deposited. The Operator shall make every reasonable effort to maintain the premises in a manner which eliminates flies, ants, and other insects and pests. The Operator shall maintain in a clean and orderly manner an area within a fifty (50) foot radius of the **perimeter of the building**, to include inside of and around the dumpster enclosure structure. The Operator may provide its own trash receptacles outside of and adjacent to the building, and shall be responsible for the removal and disposal of all trash, waste, and rubbish collected therein. All trash receptacles for customer use shall also be cleaned and stored in the concession facility or the enclosed storage area. Failure by the Operator to fulfill this condition shall entitle the Owner to enter in or upon the premises to clean the area and to recover the cost of such cleaning from the Operator. The Operator shall deliver, with the first lease payment, a \$500 refundable deposit to be utilized by the Owner if the Operator fails to remove all their equipment at the end of the lease and maintain the area.
- h. **Parking Facilities:**
1. Operation of the parking facilities adjacent to the designated site and owned by the Owner shall remain in the Owner's direct control and may be affected by changes in municipal policy.
  2. NO GUARANTEE IS HEREIN EXPRESSED OR IMPLIED that existing conditions will prevail and the operation of said parking facilities will not be a matter of discussion or negotiation with regard to this Agreement or its economic impact upon the Operator.
  3. Employees of the Operator shall use the *designated public* parking areas adjacent to the designated site and shall not park in such a manner as to block access to the designated site or to the beach by Emergency vehicles, maintenance vehicles or vendors.
  4. There shall be NO parking around the designated site (building).
  5. Employees of the Operator shall have a current City of Gloucester vehicle beach sticker in order to enter and park in the vehicle parking lot.
  6. At Good Harbor beach the pipe gate between the parking lot and the concession building shall be kept closed except for limited periods for deliveries, loading and unloading activities.
- i. **Operating Schedule:** The applicable months, days, and hours of operation are as follows:  
The concessions *may* be in operation during the months of May and September, and *shall* be in operation daily from Memorial Day to Labor Day, weather permitting. The hours of operation shall be from 9:00 a.m. to 6:00 p.m., with the option to open at 8:00 a.m. and/or to stay open no later than 8:00 p.m. from Memorial Day to Labor Day, weather permitting. **If the concession is in operation, the showers and restrooms must be open.** The restroom facilities, with all utilities, may be made available for special events from April 1 to May 31 and from September 1 to October 31. A nominal fee to cover the cost of supplies and an attendant may be assessed to the using organization.
- j. **Suspension of Operation:** The Operator, at his discretion, may temporarily suspend operation due to inclement weather. In the event of such suspension, the hours of operation lost due to the suspension may be recovered through the extension of operating hours. **If the Parking Lot is attended, the concession, showers and restrooms must be open.**
- k. **Inspection and Work by Owner:** The Owner or its Authorized Representative or agent shall have the right at any and all reasonable times to enter and inspect the designated site, and to perform required repair, maintenance, and alterations.
- l. **Signs:** The Operator shall not attach to the building or install on any location on the designated site any display signs or other advertisement without the prior written approval of the Authorized Representative. Any substantial change in existing signs shall also require such prior written approval. The Operator will install signs outside the concession areas with the name, telephone number and address of the Operator for complaints. The style and content of signs will be expected to conform to the design and materials standards established for all beaches and parks by the Department of Public Works.
- m. **Repairs, Alterations, and Maintenance:** The Operator shall not make any changes, additions, or improvements in the concession buildings unless such work has received the prior written approval of the Authorized Representative. All such work shall be performed solely at the Operator's expense and any article or equipment affixed, attached, or built into the building by the Operator shall be surrendered to and become the property of the Owner at the termination of this Agreement, regardless of the cause of said termination, unless otherwise agreed to

- in writing by the Owner prior to the placing of such articles on the premises or the performance of such work. The Operator, at its own expense, shall perform all needed food service equipment repairs and alterations or changes to the interior of the building initiated for business reasons (not maintenance or repair) The Owner, at its own expense, shall perform all needed routine and capital maintenance including plumbing, electrical, and carpentry; and shall maintain and be responsible for both the interior and exterior of the building. If the City is required to complete repairs due to the negligence of the Operator, the cost may be billed to the Operator. The Operator must notify the Owner regarding a request for repairs. If an emergency concession or restroom area repair is required, and the Operator is not able to contact an authorized representative of the Owner, the Operator shall contact the emergency vendor from a list provided by the Owner. The Operator should notify the Owner as soon as possible of the emergency and its actions. In addition to the maintenance duties otherwise provided, the Operator shall be responsible for removing shutters from the building in the Spring and replacing shutters on the building in the Fall.
- n. The Operator of the Good Harbor Beach and/or Wingaersheek Beach site shall observe and fulfill the following special conditions:
1. In addition to the Operator's duties in Section 6 -4 of this agreement, the Operator of Good Harbor Beach and Wingaersheek Beach shall cause to be included in the insurance provided and maintained by it under this Agreement adequate and sufficient insurance to protect the Owner from loss or other property damage by vandalism or other causes.
  2. Under the terms of this Agreement, the Operator of Good Harbor and/or Wingaersheek shall be entitled to the use and control of the main store or refreshment room, and storage areas contained therein. Free public access to the surrounding walkways shall be maintained by the Operator and the Operator shall be responsible for maintaining this area in a clean manner.
  3. The Operator shall allow employees of the Owner the use of installed telephone facilities for the conduct of official business.
  4. At Good Harbor the Operator may also use and control the attached outside accessed storage area on the north side of the building. At Wingaersheek the Operator may use and control the attached outside accessed storage areas (2) on the north side of the building.
  5. The Department of Public Works is committed to the *City of Gloucester Open Space and Recreation Plan, 2010-2017*, and the *City of Gloucester Beach management Plan, 2007*, and expects the operator and others to uphold and seek to conform to the goals and principles contained in these documents. The Department of Public Works also expects, consistent with the above plans, to undertake in collaboration with the surrounding community the development of a *Good Harbor Beach Enhancement Plan* containing overall design and development objectives for the beach, dunes, walkways, buildings, parking lots, and signage coupled with proposed guidelines for beach management and use, including environmental protection, which the operator and others will be asked to uphold.

The restrooms and showers will be cleaned on an hourly basis in accordance with the attached check list of cleaning tasks and may be closed for up to 10 minutes each hour for the cleaning process. The Operator will maintain a cleaning log for each of the restrooms. As the restrooms are cleaned each hour, the person responsible for the cleaning will sign off on the log, indicating that the restrooms have been cleaned and serviced. These logs will be kept on file for the season and may be inspected by the DPW Director or his representative at any time during the season. If, at any time, a specific problem is identified by the public or City personnel that requires immediate attention such as a clogged toilet or lack of toilet paper, the Operator will respond immediately to resolve the problem. If the problem cannot be resolved by the Operator without the assistance of the City, the Facilities Division of the DPW shall be immediately notified that a problem exists that needs their attention. Failure to comply with the cleaning requirements of this contract may result in forfeiture of the overall contract.

#### **CLEANING DUTIES AND RESPONSIBILITIES**

- UNLOCK AND OPEN THE SHOWERS AND MEN'S AND LADY'S ROOM DOORS AT THE BEGINNING OF THE DAY
- SWEEP FLOOR AS NEEDED THROUGHOUT THE DAY
- CLEAN AND WIPE DOWN ALL SINKS AND FAUCETS AS NEEDED THROUGHOUT THE DAY
- CLEAN ALL TOILET BOWLS AND TOILET SEATS AS NEEDED THROUGHOUT THE DAY
- CLEAN ALL URINALS AS NEEDED THROUGHOUT THE DAY
- MONITOR FEMININE NAPKIN DISPOSAL CONTAINERS THROUGHOUT THE DAY AND CHANGE AS NEEDED
- MONITOR TOILET PAPER HOLDERS THROUGHOUT THE DAY AND RESTOCK WHEN NEEDED
- CLEAN SHOWER AREAS AS NEEDED THROUGHOUT THE DAY
- CLEAN SAND TRAPS IN SHOWERS AT GOOD HARBOR AND WINGAERSHEEK DAILY
- CLEAN AND MAINTAIN AREAS AROUND THE OUTSIDE OF THE RESTROOMS AND CONCESSION AREA THROUGHOUT THE DAY
- AFTER FINAL CLEANING OF THE DAY, MAKE SURE THERE IS ENOUGH TOILET PAPER IN PLACE TO START OFF THE NEXT DAY.
- CHECK SHOWERS BEFORE LEAVING AND MAKE SURE NONE OF THE VALVES ARE STUCK IN THE " ON" POSITION
- CHECK TOILETS FREQUENTLY FOR CLOGGING. IF CLOGGED ATTEMPT TO CLEAR WITH PLUNGER. IF UNABLE TO CLEAR THE BLOCKAGE, CONTACT THE DPW IMMEDIATELY
- AT THE END OF THE DAY, LOCK THE MEN'S AND LADY'S ROOM DOORS BEFORE LEAVING
- HOURS OF OPERATION: SEE OPERATING SCHEDULE PAGE 12

**CONTRACT SIGNATURES:**

In witness thereof, the parties to these present have hereunto set their hands and seals.

**Authorized Agent of the City:**

The undersigned hereby certifies under pains and penalties of perjury that this contract is executed in accordance with a prior approval of the City and that all of the applicable provisions of M.G.L. c.149, §44J have been complied with.

_____	_____	_____
Authorized Signature - Mayor Kirk	Date	Telephone 978-281-9700
_____	_____	978-281-9785
Contract Manger - Mark Cole		
_____	_____	978-281-9710
Purchasing Agent- Donna Compton		

**Certification of Awarding Authority Auditor/Accountant:**

The undersigned hereby certifies that an officer or agent of the Awarding Authority has been authorized to execute this contract and to approve all requisitions and change orders.

_____	_____	978-281-9730
Auditor - Kenny Costa	Date	

**Approval of Legal Counsel of Awarding Authority as to form:**

The undersigned hereby approves this contract as to matters of form.

_____	_____	978-281-9727
General Counsel - Suzanne Egan	Date	

**Contractor's Authorized Signatory**

The undersigned hereby certifies under pains and penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth.

_____	_____	_____
Authorized Signature - Contractor	Title	Date
_____	_____	_____
Print or Type Name	Telephone	Fax
_____	_____	
Name of Company	Email Address	
_____		
Business Address		

**SUCCESSFUL PROPOSER ONLY**

A COPY OF THIS FORM IS TO BE RETURNED TO THE PURCHASING DEPARTMENT WITH YOUR SIGNED CONTRACT. THE PROPOSER WILL SUBMIT THE FORM TO DCAM.

**SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE**

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

**Disclosure of Beneficial Interests in Real Prop. 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: **Good Harbor Beach Concession Wingaersheek Beach Concession  
99 Thatcher Road 232 Atlantic Street  
Gloucester, MA. 01930 Gloucester, MA. 01930**

- 3. Type of transaction: Sale: N/A Lease or rental from **City of Gloucester, Ma.**
  - a. Seller: N/A Lessor: **City of Gloucester, Ma.**
  - b. Purchaser N/A Lessee:

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

Name	Address

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

Name	Title or position

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed name \_\_\_\_\_ Title \_\_\_\_\_

**ATTACHMENT A**  
**ASSESSORS INFORMATION**



# CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

October 13, 2011

To: Donna Compton, Purchasing Agent

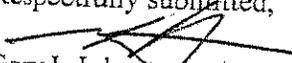
From: Gary Johnstone, Assessor

Re: Good Harbor Beach Concessions Lease

The Good Harbor Beach Concession is situated on the property noted as 99 Thatcher Road (Map 184 and Lot 3). The structure is a 1930 concrete block building of below average quality which is in average condition and features approximately 1,872 square feet of area with an additional 432 square feet of canopy area and with parking for approximately 950 vehicles.

Rental or lease data for similar concession properties is reasonably limited and difficult to find as there are only two beach concessions within the community and as few nearby communities have similar beach concessions. The adjacent community of Manchester-By-The-Sea currently leases a concession at Singing Beach for a three season term starting in 2011 at \$16,000 for the 1st year, \$18,000 for the 2nd year and \$20,000 for the 3rd and final season with these figures up slightly from the previous three year term and this lease considered of lesser value as the beach is less significant in terms of overall use. The nearby community of Marblehead leases a beach concession at Deveraux Beach for a five season term starting 2012 at \$38,000 per season with these figures up slightly from the previous five year term and this lease considered of greater value as the concession benefits from beach and non beach customers due to the concession being oriented adjacent to a traveled roadway. The concession at Wingersheek Beach in Gloucester is considered slightly inferior in overall value as the site has less parking and generally lower attendance had previously been leased for a three season term at a figure of \$86,001 or \$28,667 per year which appeared to have been at market. The subject concession at Good Harbor Beach had previously been leased for a three season term which ended in 2011 at a figure of \$96,000 or \$32,000 per year which appeared to be at a reasonable market rate. Given the limited lease data, it is the opinion of the assessing staff that the prior lease figures would be the most reasonable and appropriate lease indicators for the subject property with significant support provided from the other concession lease within the community at Wingersheek beach. It is recommended that the concession lease amount for the Good Harbor Beach Concession would be in the range of \$30,000 to \$34,000 per year or in the range of \$90,000 to \$102,000 for a three year term.

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 OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

October 13, 2011

To: Donna Compton, Purchasing Agent

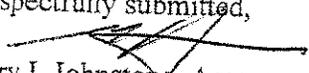
From: Gary Johnstone, Assessor

Re: Wingersheek Beach Concessions Lease

The Wingersheek Beach Concession is situated on the property noted as 232 Atlantic Street (Map 256 and Lot 52). The structure is a 1958 concrete block building of below average quality which is in fair condition and features approximately 2,763 square feet of area with an additional 1,150 square feet of canopy area and with parking for approximately 650 vehicles.

Rental or lease data for similar concession properties is reasonably limited and difficult to find as there are the only two beach concessions within the community and as few nearby communities have similar beach concessions. The adjacent community of Manchester-By-The-Sea currently leases a concession at Singing Beach for a three season term starting in 2011 at \$16,000 for the 1st year, \$18,000 for the 2nd year and \$20,000 for the 3rd and final season with these figures up slightly from the previous three year term and this lease considered of lesser value as the beach is less significant in terms of overall use. The nearby community of Marblehead leases a beach concession at Deveraux Beach for a five season term starting 2012 at \$38,000 per season with these figures up slightly from the previous five year term and this lease considered of greater value as the concession benefits from beach and non beach customers due to the concession being adjacent to a traveled roadway. The concession at Good Harbor Beach in Gloucester is considered slightly superior as the site affords greater parking and generally higher attendance had previously been leased for a three season term which ended in 2011 at a figure of \$96,000 or \$32,000 per year which appeared to be at a reasonable market rate. The subject concession at Wingersheek Beach had previously been leased for a three season term at a figure of \$86,001 or \$28,667 per year which appeared to have been at market. Given the limited lease data, it is the opinion of the assessing staff that the prior lease figures would be the most reasonable and appropriate lease indicators for the subject property with significant support provided from the other concession lease within the community at Good Harbor Beach. It is recommended that the concession lease amount for the Wingersheek Beach Concession would be in the range of \$27,000 to \$31,000 per year or in the range of \$81,000 to \$93,000 for a three year term.

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 OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Re: Request to accept grant funds  
Date: October 26, 2011

Dear Jim,

Recently, the Gloucester Police Department received notification that we will receive an award under the fiscal year 2011 Bulletproof Vest Program, sponsored by the U. S. Dept of Justice. As you may recall, we applied for this grant earlier this year and have received it annually for the past decade.

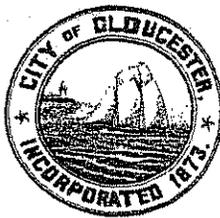
This year, we have applied for and received \$ 7, 133.75 from the Program. These funds have been deposited into our account in the BVP system. This will allow 17 officers to replace bulletproof vests that have expired, as the life span of a vest is 5 years.

Shortly, we will be notifying the Mass. Executive Office of Public Safety and Security of our intent to purchase 17 vests, at which point they will award a 50% match cash award. Included with this letter is a copy of the award letter, an informational sheet, and a chart showing our award amount.

I am requesting that you include this letter and accompanying paperwork in the Mayors Report so that it may be submitted to the Budget and Finance Subcommittee for discussion and a recommendation to the full City Council that they vote to accept the grant. Please contact me should you have any questions. Thank you.

*Chief Mike Lane*

Nineteen Harbor Loop  
Gloucester, MA 01930



TEL 978-282-3012

FAX 978-978-281-4188

[jcaulkett@gloucester-ma.gov](mailto:jcaulkett@gloucester-ma.gov)

CITY OF GLOUCESTER  
HARBORMASTER'S OFFICE

**Memorandum**

From: Jim Caulkett, Harbormaster  
To: Mayor Carolyn Kirk  
Date: October 27, 2011  
Subject: Mayor's Report to Council

Mayor Kirk,

In your next Report to Council, Budget and Finance Committee will you please include this proposed change to Gloucester City Ordinance Chapter 10, Section 10-51 (e) Fees.

The current Ordinance reads "Fee for 10A Float Permits shall be in the amount of \$50.00 per season".

At the scheduled July 2011 Waterways Board meeting the Board voted unanimously to recommend to City Council the following fee structure;

"10A Float Permits for float systems 200 square feet or less in size shall be in the amount of \$100.00 per season. For every 100 square foot increase the fee shall increase by \$50.00 per season.

If you have any questions please feel free to contact me.

Sincerely,

Jim Caulkett

**10-A Float Fees:** At the Operations & Finance meeting held in May the committee voted to increase the fee for 10-A Float Permits with the minimum being \$100.00. Each 100 sq. ft. would increase by \$50.00.

**>Motion:** On a motion of Cate Banks second by Peter Bent the Board voted unanimously that the Waterways Board send to the City Council the Board's recommendation of an increase in the 10-A Float Permit fee from the current \$50.00 for all 10-A Float Permits to \$100.00 for a 200 sq. ft. float and then increasing by \$50.00 per each 100 sq. ft. larger float. **Motion passed**

**10-A Float Permits in the DPA:** An e-mail was received through the Community Development Office asking for language that says could we put bottom anchored 10-A floats in the DPA. Chairman Gross reported on the correspondence from Ben Lynch stating that 10-A Floats are allowed in the DPA since they are not permanent structures, an annual permit and are easily removed. Chairman Gross further inquired if 10-A Floats can be attached to existing pilings or replaced pilings with a CH91. Chairman Gross stated clarification is needed on many questions brought up. Discussion followed on CH91.

**Corps Response to Floats in Federal Anchorage:** The Army Corp of Engineers would not necessarily be opposed to floats in the Federal Anchorage if they can be convinced this is the most efficient way to use the area and managed according to their policies. The Board would also need approval from their regulatory division which would likely issue a permit. Jim will set up a meeting with the Regulatory Division.

**Harbor Walk/Access to St. Peter's Commercial Docks:** Chairman Gross was invited to take a look at the proposed paving at a section of St. Peter's Park to make sure the access would still be available to the town Landing and commercial floats at St. Peter's Marina; no issue with this.

#### **Report of Committees:**

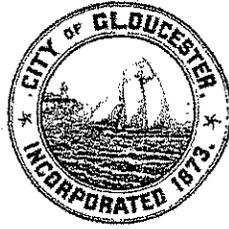
**Operations & Finance/Safety:** No quorum. Chairman Gross noted the way the City Council holds their sub-committee meetings when there is no quorum; if no member is there to make a quorum and a member of the council is in attendance that is not on the committee then the Chairman of this committee can continue the meeting. Referred to Regulations Review Committee.

**Public Facilities:** Cate spoke of the Wait List for commercial marinas. She checked with the State Pier after hearing of a non written gentlemen's agreement that if the person has dockage at the State Pier they cannot be placed on the Wait List for either commercial marina. They had not heard of this, but will look into it and get back to her. Cate feels the people on the Wait List for the marinas should be contacted to verify status and post it on the web site. St. Peter's decking was also discussed plus the regulations for Article 7. Cate will provide a copy of the enforcement wording for Article 7, City Owned Commercial Marinas in the August packets for Board members. Language on tenant's insurance being dropped by tenant(s) should be put in the lease and the City gets notified. Steve Dexter enlightened the Board on the procedure on insurance being cancelled or dropped; the City should be endorsed on the policy. He said the City should get a copy of the policy not just the endorsement sheet. Cate suggested a meeting with Jim, the Assistant Harbormaster, Subcommittees Office & Finance/Safety and Public Facilities so all have the same information on the regulations. Peter Bent spoke of a discussion with Patti Page on using County Way Landing to put 14 ft sailboats into the water. Referred to Public Facilities.

**Regulations Review Committee:** No meeting

**Harbormaster Report:** Jim Caulkett spoke of several requests for moorings: Mr. Phelps, Atlantic St. requesting a mooring as stated in his deed; Mr. Bagley, Hudson Rd has in his deed right to cross property for a mud mooring; Mr. Gillis, Rose Lane has a deeded right of way for a mud mooring. The Legal Department agrees with the deeds and moorings should be issued. The Department of Health has issued a citation of State plumping code to Ocean Crest Seafoods for dumping waste material into the harbor.

WATER COMPLIANCE OFFICE  
50 ESSEX AVENUE  
GLOUCESTER, MA 01930



LAWRENCE A. DURKIN, P.E.  
TEL 978-281-9792  
FAX 978-281-9724  
ldurkin@gloucester-ma.gov

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: November 29, 2011

To: Mayor Carolyn Kirk  
James Duggan, Chief Administrative Officer  
Michael Hale, Director of Public Works

From: Lawrence Durkin, P.E. - Environmental Engineer - DPW *LAD*

Re: Request for Remainder of Funding and Expanded Pipeline Work - Phase 3 Public Water System Upgrades and Additional Contingency - DWSRF #3509

---

This memorandum makes a remainder of Phase 3 Public Water System loan request with an additional contingency of \$7,000,000.

This memo requests a loan authorization of \$6,000,000 from the City Council to fund the second part of the Phase 3 Public Water System Upgrades, which are necessary to provide safe, adequate, and compliant drinking water to the City of Gloucester (city).

The Phase 3C pipeline replacement project scope, within the frame work of the original project, has been expanded to include water main redundancy to the island side of the city. Phase 3C will include numerous 20 inch water mains to support a river crossing (to be done under Phase 4 Upgrades, and a separate loan request) and provide connection to larger city water mains either side of the cut bridge.

Additional cost to support Phase 3C additional pipeline work to ensure water supply to the island side of the city are estimated at an additional \$1,000,000. The city will seek to increase the MassDEP loan amount for the eligible portion of total project costs.

This memo's funding request breakdown is as follows:

- Phase 3 Remainder \$6,000,000
- Additional Contingency \$1,000,000
- Total Memo Request \$7,000,000

**The following details the request for the second part remainder \$6,000,000 to support the scope of the original loan:**

MassDEP required a city appropriation by June 30, 2011, to initiate the first year of this multi-year project. On June 28, 2011, City Council Certificate of Vote (No. 2011-131) was issued for borrowing of \$4,500,000, which you signed on June 30, 2011.

Phase 3 Public Water System (PWS) Upgrades are summarized as follows:

- Phase 3A - Water Storage Tank Mixing System Evaluation and Design: For Bond Hill, Blackburn, and Plum Cove tanks and systems.
- Phase 3 B - Lanesville Service Area Control Valve Analysis and Design: To address issues that ensure that water is circulated through the Plum Cove tank and kept fresh with sufficient disinfectant residual.
- Phase 3C - Western Avenue and Phase 3D Commonwealth Avenue Neighborhood Water Main Replacement: The city has had significant issues with pipe breaks on the two 20-inch lines that run along Western Avenue and the Commonwealth Avenue neighborhood is a key area with flow through it to other parts of the city.
- Phase 3E - Public Water System Master Plan Update: Last updated in 1998 the PWS Master Plan will be updated to reflect PWS Phase 1, 2, and 3 (A, B, C, D) upgrades and an evaluation of the full PWS to allow the city to prioritize capital improvements for the next +20 years.

Engineering costs are provided from the Phase 3 proposal and estimated construction costs from the Phase 3 MassDEP PEF for DWSRF loans are summarized in Table 1.

Table 1 – PWS Phase 3 Upgrades Total Cost Estimate

Phase	Engineering Cost	Estimated Construction Cost	10% Contingency	Police Details	Phase 3 Total Cost
3A - Water Storage Tank Mixing System Evaluation and Design	\$138,200	\$1,400,000	\$140,000	\$0	\$1,678,200
3B - Lanesville Service Area Control Valve Analysis and Design	\$45,500	\$300,000	\$30,000	\$50,000	\$425,500
3C - Water Main Replacement Western Avenue and Commonwealth Avenue Neighborhood	\$620,800	\$3,800,000	\$380,000	\$240,000	\$5,040,800
3D - Water Main Replacement Western Avenue and Commonwealth Avenue Neighborhood	\$413,000	\$2,200,000	\$220,000	\$160,000	\$2,993,000
3E - Public Water System Master Plan Update	\$95,000	\$0	\$0	\$0	\$95,000
Phase 3 Total Cost	\$1,312,500	\$7,700,000	\$770,000	\$450,000	\$10,232,500

- The Engineering cost includes both design (not eligible for DWSRF loan) and construction administration services (eligible for DWSRF loan). Of the \$1,312,500 Engineering total the design fee is \$567,500, which the city must fund, and the \$745,000 for construction Administration which is covered by the loan.
- Based upon Table 1, I recommended a total Phase 3 PWS Upgrade loan request of \$10,500,000. This is \$267,000 more than the total cost estimate, but I recommend this because of anticipated unforeseen costs and conditions. This means subsequent to the \$4,500,000, this request is for the remainder \$6,000,000 be appropriated.

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

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

APPROPRIATION # 2012-SA- 5 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ DPW \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 25,000.00

Account to appropriate from: *Unfund Account #* 294015  
*Account Description* Highway Force Acct

Balance Before Appropriation	\$	<u>29,489.00</u>
Balance After Appropriation	\$	<u>4,489.00</u>

Account Receiving Appropriation: *Unfund Account #* 101000.10.470.58415.0000.00.000.00.058  
*Account Description* Public Services Paving

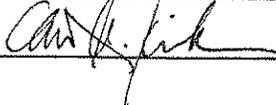
Balance Before Appropriation	\$	<u>425.11</u>
Balance After Appropriation	\$	<u>25,425.11</u>

DETAILED ANALYSIS OF NEED(S): Funds needed for various paving and paving-related projects.  
 \_\_\_\_\_  
 \_\_\_\_\_

**APPROVALS:**

DEPT. HEAD: 

DATE: 30 Nov. 2011

ADMINISTRATION: 

DATE: 12/7/11

BUDGET & FINANCE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_

DATE: \_\_\_\_\_



City of Gloucester  
Grant Application and Check List

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

Name of Grant: 2009 Citizens Corps Program Grant

Department Applying for Grant: Civil Defense

Agency-Federal or State application is requested from: MEMA

Object of the application: Funding for CERT Team \$2,500.00

Any match requirements: none

Mayor's approval to proceed: [Signature] 12/7/11  
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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## **GLOUCESTER COMMUNITY EMERGENCY RESPONSE TEAM**

c/o Gloucester Emergency Management Department

4 Schoolhouse Road • Gloucester, Ma. 01930

Carol McMahon, Program Director

978-290-1080

FFY 2009 Citizens Corps Program (CCP) – Application for Grant Funding (AFG)

### **Project Summary for Gloucester CERT**

The Gloucester CERT Program will celebrate the completion of a successful first year on December 11, 2011. Since our "Graduation" of 30 members, we have been activated by the Emergency Management Director (EMD) for 4 separate events, three of which became Presidential Declarations. The CERT team assists the EMD in the Emergency Operations Center and also assesses City neighborhoods in field teams. The team volunteered in non-emergency events also, such as multiple road races and a Triathlon where CERT members cross trained as radio operators assisted with event communications. This proposal will continue to assist the City of Gloucester in its emergency response activities by having a team of volunteers that is trained to take an active role in providing critical support in a safe manner to emergency service personnel during disasters/emergencies.

We are proposing to increase the size of our current team from 30 members to 50 active members by offering a CERT training class, run by a certified CERT training instructor. We have also started the planning process to hold HSEEP compliant Workshops, seminars and tabletops to test and improve our plans and procedures. These planned exercises will target the opening and operating of a large shelter and the evacuation of a neighborhood at risk. We will continue to do emergency preparedness education for our Gloucester residents using brochures and media interviews.

This project will begin in February, 2012 and run through June of 2012.

New CERT members will be issued a CERT kit which will include a vest, bump hat with chin strap, Gas shut off tool, flashlight, Duct tape, work gloves, lanyard, Safety glasses, whistle, N95 masks and protective gloves. Members are responsible for their kits. If a member leaves the team, they will surrender their kit so it can be reissued.

The continued growth of the CERT team is extremely important to the city as these trained volunteers act as force multipliers both in the EOC and on the streets during a planned or unplanned event. As is the case with most communities in this economy, there is a shortage of paid personnel, and our CERT team is one way of helping to fill this shortage. This project will be implemented by the CERT Program Manager, the Emergency Management Director and the Police liaison to CERT.

Thank you for your consideration.

Carol McMahon, MA-CEM  
Administrative Assistant  
Gloucester Emergency Management  
978-290-1080

## Application for Grant Funding Template

Please use this Template. Please do not alter this Template. If the proposal contains an interoperable communications component, then the entire Template must be completed.

Applications should be based on an identified gap, and not at the prompting of a vendor that stands to benefit from the awarding of a grant.

### **1. Entity submitting this Application for Grant Funding**

Point of Contact (including contact information):

### **2. Project Period**

(Estimated begin/end dates for the proposed project in MM/YYYY format). For planning purposes please use a projected start date of 2/6/12. **Your end date will be 6/30/12.**

### **3. Project Summary**

Using the format below, please provide a clear and comprehensive summary (1 ½ pages **maximum**) that includes response to the following:

- the proposed project;
- how this need was identified;
- if applicable, the usage plan for equipment;
- expected outcomes; and
- how outcomes may be measured.

**IMPORTANT:** All costs must be allowable under the FFY 2009 CCP grant program. Please refer to pgs 11-12 ('Allowable Costs' and 'Unallowable Costs') of this AGF for detail on what is/is not allowable.

### **4. Funding Amount Requested**

All eligible CERTs will receive, under separate cover, their proposed funding award amount. If you have not received this, please contact your respective MEMA Regional Office. Please enter this proposed funding amount above. Your proposed budget (below) must align with your proposed funding amount.

## 5. Interoperable Communications Investment Proposal (ICIP)

If your Project has an interoperable communications component, please complete the following table on pgs 5-7:

### ICIP Overview

Interoperable communications projects improve the sharing of electronic information (voice, data, images, video), via radio, internet, microwave, computers, fiber optics. Interoperable Communications projects may include the purchase or modifications of radios, transmission towers and other communications related equipment. Interoperability projects may also include efforts related to communications training and exercises, education and outreach, programming radios, development of Standard Operating Procedures.

When completing the ICIP table, applicants should provide a clear description of the 'Interoperability Problem'. **As an example:**

Problem: Although Mutual Aid Agreements are in place between the applicant and its four neighboring towns for public safety support during emergencies, the towns have no common radio frequencies or Standard Operating Procedures so, radio communications cannot occur amongst the disparate radios during an emergency.

Background Information / Investment Description: It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios, reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

## Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.  
 Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC).

Date Received by the SWIC:		Control #		Proposed Federal Funding Source:		Proposed Federal Funding Amount: \$		
Committee Referred to:			Committee Chairperson:					
Investment Name:		Applicant Organization:			Applicant Signature:			
Investment Summary								
Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)				<input type="radio"/> Governance <input type="radio"/> SOP <input type="radio"/> Technology		<input type="radio"/> Training & Exercise <input type="radio"/> Usage		
Project Start Date:		Project End Date:		Is an Environmental & Historic Preservation (EHP) review required for this project?				
Applicant Contact Name:		Phone:		Email:		Address:		
<b>Review Status</b>						<b>SIEC Member Signature</b>		<b>Date</b>
Assigned to Committee								
Estimated Review Date								
Committee Recommendation to the Executive Management Committee		Approval	Denial	Amend				
Executive Management Committee Recommendation		Approval	Denial	Amend				
SIEC Recommendation		Approval	Denial	Amend				
Applicant notified of Recommendation								

**Communications Interoperability Problem Description-**

**Background Information / Detailed Investment Description-**

**Expected Outcomes-**

Describe the communications interoperability gaps that will be addressed

<p><b>SCIP Goal-</b> Identify each SCIP goal that this investment will support and describe how that support will be accomplished.  See Appendix "B" for a listing of SCIP goals.</p>	<b>Goal</b>	<b>Describe support</b>
	Governance	
	SOP	
	Technology	
	Training & Exercise	
	Usage	
<p><b>Ownership-</b> Identify the proposed owners of all assets procured with this investment (add additional lines as needed)</p>	<b>Organization</b>	<b>Asset Description</b>
<p><b>Usage Plan-</b> Describe the usage plan for the equipment / project</p>		

<b>Disciplines-</b> <ul style="list-style-type: none"> <li>• Identify each responder discipline that will enhance its communications interoperability from this investment</li> <li>• Describe the interoperability enhancement</li> </ul>		
	<b>Discipline</b>	<b>Enhancement</b>
Please use the following abbreviations to represent the corresponding discipline:	LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ - HAZMAT; PW - Public Works; PH - Public Health; GA - Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other	
<b>Multi-Jurisdictional Interoperability-</b>  All investments must provide interoperability between two or more jurisdictions.  Identify each jurisdiction that will achieve interoperability from this investment.		



Milestone	Tasks/Activities	Start Date	Completion Date
2	Provide out-reach education for Gloucester residents to be better prepared to respond to emergency situations	2/6/2012	6/30/2012
3	Exercise CERT team members with Workshops, Seminars and Table top activities	2/6/2012	6/30/2012

**8. EHP Review**

Is a formal Environmental & Historic Preservation (EHP) review required for this project? If yes, please note here reasons why.

If no, please provide a brief reason why a formal review is not required.

*No Formal review is required as there is no involvement with any historic area or building.*

Please refer to FEMA Informational Bulletins #271 and #345 for further detail. If EHP review is required, MEMA will work with successful applicants to develop their 'EHP Screening Memo'. This Memo does not need to be submitted with the application.

**9. Please provide response to the following questions:**

- Has your CERT registered on FEMA's CCP website and maintained your program and contact information on this site? This is a requirement of CCP grant funding.

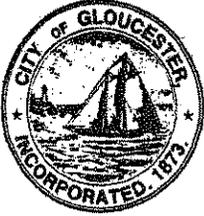
*Yes, our CERT is registered on the FEMA Site.*

- How many members of your CERT have completed the NIMS course IS-700? All FFY 2009 CCP grantees must complete this course by 12/31/12. This course is available on-line at FEMA's EMI website here:  
<http://training.fema.gov/emiweb/is/is700a.asp>

*All team members have completed IS-700*

- Has your CERT been registered on the Massachusetts Health and Homeland Alert Network (HHAN)?

*As CERT Program Manager, I am registered on HHAN.*



# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

RECEIVED

NOV 23 2011

Mayor's Office

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: November 15, 2011  
Re: Request acceptance of EMD grant funds

Dear Jim,

As you know, the Gloucester Police Department has applied to the State Department of E911 for funding for the new state mandate that takes effect July 1, 2012, which requires all personnel who staff primary PSAPs (Public Safety Answering Points) to receive 24 hours of EMD protocol training and certification, as well as 4 hours of training in EMD software.

The total grant application request was \$ 130, 864.

On November 23, 2011, the Gloucester Police Dept received notification that the State Dept of E911 has awarded our department the full amount requested for the needed training.

There is no match required for acceptance of this grant.

I am requesting that this letter and the accompanying paperwork be submitted to the Mayors Report for distribution to the City Council so the matter may be reviewed by the Budget and Finance Subcommittee, with the hopes that they will recommend that the full City Council vote to accept the grant.

I expect this EMD training to take place in the first six months of 2012, with the expectation that all training mandates will have been met by the implementation date. We have chosen a vendor, Priority Dispatch Corp. to provide the training here at the police station.

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

*Chief Mike Lane*



City of Gloucester  
Grant Application and Check List

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

Name of Grant: FY12 State 911 Department Training Grant

Department Applying for Grant: Police

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

Object of the application: Emergency Medical Dispatch training

Any match requirements:

Mayor's approval to proceed: *[Signature]* 12/7/11  
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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CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Police  
 ACCOUNT NAME: FY12 State 911 Training  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND)  
 CFDA # (Required for Federal Grants):  
 DATE PREPARED:

APPROVED  
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
46800	128,966.47			\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
(Please create budget control group for -health)				\$0.00
51840	1,897.53	medicare		\$0.00
51300	127,068.94	overtime		\$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 Chief Michael W. [Signature]  
 DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_

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/ose](http://www.mass.gov/ose) under [Guidance For Vendors - Forms](#) or [www.mass.gov/hsc](http://www.mass.gov/hsc) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Gloucester Police Department (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department <b>MMARS Department Code:</b> EPS	
<b>Legal Address (W/S, W-4,T&amp;C):</b> 197 Main St, Gloucester, MA 01930		<b>Business Mailing Address:</b> 1360 Bay Street, Building C, Taunton, MA 02780	
<b>Contract Manager:</b> Michael W. Lane		<b>Billing Address (if different):</b> N/A	
<b>E-Mail:</b> mlane@gloucester-ma.gov		<b>Contract Manager:</b> Marilyn Godfrey	
<b>Phone:</b> 978-281-9775	<b>Fax:</b> 978-282-3026	<b>E-Mail:</b> 911DeptGrants@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192096		<b>Phone:</b> 508-621-7299	<b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID (e.g. "ADD01"):</b> ADD01 (Note: The Address ID Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT GRNT	
<b>X NEW CONTRACT</b>		<b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <b>Employment Status Form</b> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (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 by 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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>130,864<sup>00</sup></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 exemption: <input checked="" type="checkbox"/> 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.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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 Training and Emergency Medical Dispatch Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
<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 <b>Effective Date</b> (latest signature date below subject to any required approvals) and no obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and no obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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>June 30</u> , 20 <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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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.			
<b>AUTHORIZING SIGNATORY FOR THE CONTRACTOR:</b> X: <u>Michael W. Lane</u> Date: <u>7-11-11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael W. Lane</u> Print Title: <u>Chief of Police</u>		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH</b> X: <u>Frank Pozniak</u> Date: <u>7/22/11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	



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*

November 22, 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 FY2012 State 911 Department Training Grant program.

For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is **November 22, 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 reimbursement request forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to the reimbursement 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 [911deporants@state.ma.us](mailto:911deporants@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: State 911 Department FY 2012 Training Grant File

1. **Name of Entity** GLOUCESTER POLICE DEPARTMENT  
 Address 197 MAIN STREET  
 City/Town/Zip GLOUCESTER, MA 01930  
 Telephone Number 978-281-9775  
 Fax Number 978-282-3026  
 Website WWW.GLOUCESTER-MA.GOV

2. **Name /Title of Authorized Signatory** MICHAEL W LANE, CHIEF OF POLICE  
 Telephone Number 978-281-9775  
 Fax Number 978-282-3026  
 Email Address MLANE@GLOUCESTER-MA.GOV

3. **Contact Name/Title for Grant Questions** HEIDI FIALHO  
 Telephone Number 978-281-9775  
 Fax Number 978-282-3026  
 Email Address HFIALHO@GLOUCESTER-MA.GOV

4. **Total State 911 Department Training and EMD Grant funds requested,** \$130,864

5. **Applicant intends to meet EMD requirements established by the State 911 Department as follows:**  
 (choose one)

Provide EMD utilizing in-house certified emergency medical dispatchers

Provide EMD through a certified EMD Resource

Select Entity Type (if known):

- Limited Secondary PSAP     Primary PSAP     Regional PSAP  
 Regional Secondary PSAP     Secondary PSAP     RECC  
 Wireless State Police PSAP     Private Safety Department

*Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the application packet.*

*Chief Michael W Lane*

**ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY DATE SIGNED**  
 (in blue ink)

**TRAINING GRANT BUDGET WORKSHEET**

CATEGORY	AMOUNT	NARRATIVE DESCRIPTION OF WHAT FUNDING WILL BE USED FOR AND IDENTIFICATION OF TYPES OF TRAINING
A. FEES	\$	[Identify types of training (e.g., 40 hour basic telecommunicator; continuing education; EMD; other)]
B. 1. Personnel Costs	\$16,163 BASIC	Eligible personnel costs for refresher and basic training being applied toward EMD basic personnel costs.
B 2. Fringe and/or Indirect Costs associated with Personnel Costs	\$	[Identify types of training for (e.g., 40 hour basic telecommunicator; continuing education; EMD; other)]
C. Training Software and Other Products	\$	[Identify types (e.g., 40 hour basic telecommunicator; continuing education; EMD; other)]
D. Lodging	\$	[Identify types of training (e.g., 40 hour basic telecommunicator; continuing education; EMD; other)]
TOTAL	\$ 16,163	

In order to receive reimbursement for allowable expenses relating to EMD and/or Quality Assurance of EMD programs, the applicant shall select and use a single EMD certification organization and a single EMDPRS.

**FY 2012 EMD GRANT BUDGET WORKSHEET**

Except for funding for allowable expenses relating to emergency medical dispatch services provided by a certified EMD resource, no funding will be authorized under the State 911 Department Emergency Medical Dispatch Grant unless the applicant has first exhausted all available funding awarded through the State 911 Department Training Grant.

In addition to this budget worksheet, PSAP shall complete the following FY 2012 EMD Grant narrative worksheets.

CATEGORY	AMOUNT
A. Certified EMD Resource	\$ -0-
B. Supplemental	\$114,701
TOTAL	\$114,701

**FY 2012 EMD GRANT BUDGET NARRATIVE**

**A. Certified EMD Resource:**

*Funding may be authorized for emergency medical dispatch services, including quality assurance of emergency medical dispatch, provided through a certified emergency medical dispatch resource. The applicant shall make a best value selection; execute a signed formal, binding agreement or contract with the certified EMD resource; and demonstrate the potential for positive public safety benefits.*

Name of Certified EMD Resource	Total Category A

Applicant shall attach a copy of the executed contract/agreement for the provision and use of a certified EMD Resource.

**B. Supplemental:**

*In addition, for good cause shown, primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs may be eligible for supplemental grant funding through the State 911 Department Emergency Medical Dispatch Grant for allowable expenses relating to the training and certification of enhanced 911 telecommunicators, including emergency medical dispatch and quality assurance of emergency medical dispatch programs, not otherwise funded by the State 911 Department Training Grant, in order for the applicant to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department.*

*In order to qualify for such supplemental grant funding under the State 911 Department Emergency Medical Dispatch Grant, the applicant shall be required to demonstrate, with supporting documentation to the satisfaction of the State 911 Department, as follows:*

- (1) good cause why supplemental funding should be awarded (e.g., the applicant seeks funding in order to meet the minimum training and certification requirements for a newly hired enhanced 911 telecommunicator and such expenses could not reasonably have been anticipated; the applicant seeks funding for an increase in a contractual obligation for emergency medical dispatch software that could not reasonably have been anticipated, etc.);*
- (2) the applicant has exhausted all funds awarded to the applicant under the State 911 Department Training Grant to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department;*
- (3) the applicant has not used funds awarded to the applicant under the State 911 Department Training Grant for purposes other than to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department, except if the applicant demonstrates to the satisfaction of the State 911 Department that: 1) the applicant used funds awarded to the applicant under the State 911 Department Training Grant for other purposes*

only after the applicant had first used State 911 Department Training Grant funding to meet such minimum requirements; and 2) the applicant could not reasonably have anticipated the expenses for which the applicant seeks funding.

Grant applicants seeking supplemental funding under the State 911 Department Emergency Medical Dispatch Grant shall complete a project narrative. Applicants shall include any and all additional information that further supports the request for such supplemental funding.

1. Good cause why supplemental funding should be awarded (e.g., training/certification of unanticipated new hire; unanticipated increase in contractual obligation, etc).

The Gloucester Police Department has exhausted all funds awarded under the State 911 Training Grant to meet minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the 911 Department.

The Gloucester Police Department uses uniform police officers as dispatchers on a rotating basis. As such, it is necessary that all uniform personnel, including supervisors, be E911 trained.

2. Training Grant funds exhausted to meet State 911 Department minimum requirements. Attach supporting documentation.

The Gloucester Police Department's FY12 Eligible Training Award is \$16,163. The Department requests these funds be applied toward EMD training contained in this application in order to meet minimum EMD training requirements.

3. No Training Grant funds used for purposes other than meeting State 911 Department minimum requirements (except if Training Grant funds first used to meet State 911 Department minimum requirements and requested funding is unanticipated expense). Attach supporting documentation.

4. Sources of additional available and/or unexpended funding under other State 911 Department grant programs.

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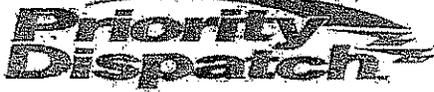
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5.

CATEGORY	AMOUNT
<b>A. FEES: registration fees for EMD certification/EMD re-certification/40 hour basic telecommunicator only</b>	<b>\$36,390</b>
<b>B. Personnel Costs: relating to EMD certification/EMD re-certification/equipment training/40 hour basic telecommunicator only</b>	<b>\$55,275</b>
<b>B 2. Fringe and/or Indirect Costs associated with above Personnel Costs</b>	<b>\$-0-</b>
<b>C. Training Software and Other Products: Software /Products for EMD/40 hour basic telecommunicator only</b>	<b>\$23,030</b>
<b>D. Lodging: Expense associated with EMD certification/EMD recertification/equipment training/40 hour basic telecommunicator only</b>	<b>\$</b>



Priority Dispatch Corporation  
 139 E. South Temple, 5th Floor  
 Salt Lake City, Utah 84111  
 United States of America  
 800-363-8127 x. 132

Name Gloucester PD Attn: Lt. McCarthy  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date 08/25/11  
 By Adam Hinckley  
 Title Director  
 Dept. Client Services

Qty	Description	Unit Price	TOTAL
4	ProQA Medical Software Stations	✓ 3,750.00	15,000.00
2	AQUA Quality Improvement/Case Review Software (EMD)	✓ 3,105.00	6,210.00
4	MPDS Manual Dispatch Card Sets - back up	✓ 434.00	1,736.00
2	MPDS Quality Assurance Guides	✓ 45.00	90.00
59	EMD Protocol Training and Certification (3 days)	✓ 295.00	17,405.00
59	ProQA Software Course attendees (4 hours)	✓ 215.00	12,685.00
6	EMD-QA Course attendees (2 days)	✓ 550.00	3,300.00
6	AQUA Software Course attendees (1 day)	-1,000.00 570 PLA Contract	-6,000.00 377
1	Year 2 Annual ProQA Software Maintenance**		(1,980.00)
1	Year 2 Annual AQUA Software Maintenance**		(805.00)
1	Year 2 Annual Card/set Maintenance**		(156.00)
Note: Bid is for the implementation and training of a combined PSPD system and may not be bid or quoted as separate items. * Assumes training site with 2/1 PC training stations ** ESP (Extended Service Plan) adds additional technical telephone support, free updates to current version, and additional discounts on new versions (editions). All Amounts are in U.S. Dollars			
		Year 1 Total	\$ 62,426.00

Dispatch Software  
Cat. C.

AQUA  
Cat. C.

Cards  
Cat. C.

Training  
Cat. A.

Support

23,136.00 - C

36,390.00

Quote Year 1  
 Signature \_\_\_\_\_  
 Expires 180 Days Delivery Upon Request

Shipping	
State Tax	0.00%
Local Tax	0.00%
Total	\$ 62,426.00



# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

RECEIVED

DEC 2 2011

Mayor's Office

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: December 1, 2011  
Re: Request Grant Acceptance

Dear Jim,

On or about November 29, 2011 the Gloucester Police Department met with Mr. Kevin Perkins, who is a Loss Control Representative from the cities insurance company, MIAA. As part of the conversation, he informed us of the existence of the availability of grants that could fund the purchase of an evidence processing system for our police department, and further, could fund the purchase of surveillance cameras for the entire prisoner processing area, to include the breathalyzer room.

The "Loss Control" Grant, if awarded, would fund up to \$ 5,000 for the purchase of the evidence processing module and the "Risk Management" Grant, if awarded, would fund up to \$ 10,000 for the purchase and installation of the prisoner processing surveillance system.

There is no cash or "in-kind" match required of this grant.

Mr. Perkins informed us the board that reviews the applications monthly will be reviewing applications on Monday, December 5, 2011 and he highly recommended that we submit our application forthwith if we were interested. Lt. Kathy Auld and I have worked together to complete and submit the grant for the Boards review on December 5.

I am submitting this letter and supporting documentation to the Mayors Report so to advise the Budget and Finance subcommittee and the full City Council of our application submittal and to request that the Budget and Finance subcommittee accept additional paperwork documenting the award, which I will forward to them immediately upon receipt.

*Chief Mike Lane*



## FY12 MIIA GRANT PROGRAM

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Dear MIIA Member:

In keeping with MIIA's philosophy of providing you with the best municipal loss control services and programs, I am pleased to announce that applications are now being accepted for our eleventh annual MIIA Grant Program. The Program has been modified to allow grants to be awarded throughout the year (as long as Grant funds last)

This year the MIIA Grant Program consists of 2 separate grants: The Loss Control Grant and the Risk Management Grant (including the Organizational Development Grant).

**The Loss Control Grant** of up to \$5,000 per MIIA member is awarded for training programs and the purchase of safety equipment that you have no other means of funding. Eligible programs and items include, but are not limited to:

- Safety equipment
- Development and implementation of a roof inspection program;
- Development and implementation of a sewer backup/overflow prevention program
- Confined Space entry training
- Development and implementation of a building maintenance/freeze-up prevention program;
- Development and implementation of a self-inspection program;
- On-site driver training;
- Traffic Control Trailers

Please note that those towns who apply for funding to purchase traffic control trailers, will be given additional consideration if they have developed and implemented a temporary Workzone Protection Program.

**The Risk Management Grant** will be awarded in amounts up to \$10,000 per MIIA Member. The Risk Management grant (including Organizational Development) is for MIIA Members who need assistance in developing comprehensive programs to address issues of incurring frequency and or severity of claims across all insurance coverage lines.

**Potential Covered Items may include:**

- Data security audit
- Inventory control/work order system/program development
- Policy/procedure audit, i.e. Human Resources, Accounting
- Engineering surveys (structural and mechanical)
- American Public Works Association Accreditation
- GIS implementation for underground utilities, etc.
- Sewer system audit
- Fleet maintenance program development
- Onsite training in support of stated departmental training objectives, i.e. chain saw, heavy equipment, component person etc.
- Road defect program implementation
- Emergency response system development and emergency preparedness training
- Implementation of a snow removal policy
- Tree Risk Assessment
- Implementation of video surveillance for interviewing and booking purposes Closed Circuit Television for police booking area

This grant does not cover: building security system equipment , general safety equipment ,etc. These requests may be eligible under the Loss Control Grant

**Additional credit will be given to those who have not previously received a grant.**

**The MIIA Organizational Development Grant** includes: teambuilding services, professional management coaching, assistance in resolving workplace conflict and individual assistance in business performance and mediation.

**To apply for a grant please complete the MIIA Grant Program Application attached. Please note the application gives instructions that differ depending on which grant you are applying for.**

**Loss Control Grants will be awarded subject to evaluation by the MIIA Loss Control Team.**

**Risk Management grants will be evaluated using the following criteria.**

20% Actual Losses: Does the grant target the requesting department's losses?

10% Potential Losses/ Exposure(s): Does the grant target the requesting department's exposure(s)

20% Participation in MIIA and non-MIIA training

20% Rewards program participation/ Commitment to Risk Management:

15% DPW Department- One goal of the grant is to address high member loss frequency/severity .

15% Risk management initiatives

**MIIA Organizational Development grants will be awarded subject to discussion between MIIA Rewards Training Coordinator and grant applicant.**

Due to fiscal year budgeting requirements, all grants must be invoiced or paid by June 15, 2012. There will be no exceptions. Invoices or requests for payment received after June 15th will not be paid.

The MIIA Grant program will provide you with another tool to increase Risk Management effectiveness and continue to provide a safe environment for both employees and the public. Please contact myself or Lin Chabra if you have any questions.

Very truly yours,



Jeffrey J. Siena

Loss Control Manager



# MIIA GRANT PROGRAM

## Application For Fiscal Year 2012

Applying for  Loss Control Grant  Risk Management Grant  Organizational Development Grant

If awarded a grant would you like to receive a press release highlighting your efforts?  Yes  No

If applying for a Loss Control Grant please answer questions 1- 4 ONLY.

If applying for Risk Management Grant please answer questions 1-6.

If applying for Organizational Development Grant please answer questions 1, 3 & 4 ONLY.

If applying for more than one grant a separate application must be submitted for each grant.

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

Please fill out entire form. Email completed form to [miiagrants@mma.org](mailto:miiagrants@mma.org).

MIIA Member: City of Gloucester - Police Department

Contact Person: Lt. Kathy Auld

Phone: 978-281-9753 ext 215

E-Mail: kauld@gloucester-ma.gov

Fax: 978-281-9898

1. **Purpose and Description of Grant:** Summarize what you plan to do, who will do it, and when it will be done.

1) Gloucester PD would like to purchase surveillance camera equipment for the booking area (digital and recordable), for video documentation of prisoner processing & inventory of prisoner property. Update interview room audio and video. Integrate these with current system.

2) Purchase security card scan entrance capability for 4 doors. Completion - within 60 days of award.

2. **Loss History:** Have you had losses in this area. If not, how would this grant prevent future losses?

Have had discrepancies in the past as to extent of prisoner injuries, prisoners property, etc.

Video documentation would allow for accurate documentation of both; reducing claims of police excessive force, etc.

3. **Cost:** List cost per item/training/ consultation as well as total amount applied for. Grant will not be considered without a formal estimate

Wayne Alarm Systems (SEE ATTACHED)

4. **Describe:** How will this grant be used to continue or increase your risk management or personnel management efforts moving

forward?

Notices that "video cameras in-use" would be posted in cellblock, notifying prisoners. Notice would also serve to promote officer professionalism. Officers would receive rollcall training in the camera capabilities, recommended procedures, and with updated policies.

5. **Benefit:** Detail your in-house risk management efforts: Do you have a current safety/ Risk Management program in place. If so please include a copy. Detail your in-house, non-MIIA training efforts.

Although cells are monitored, booking area is without cameras. Booking officer notes prisoner property on booking sheet & prisoner signs it. Policy is no firearms in booking area while processing prisoner & 2 officers are present. Less possibility of escape with secure door.

6. **Explain:** In what areas do you feel you need to improve your risk management program? Does this grant address those areas? If so explain:

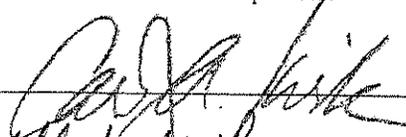
Video documentation in entire booking process will greatly reduce false claims of prisoner injury and property discrepancies & alleged losses. Should also improve officer professionalism during the booking process. Although there is a combination lock on entrance doors, security is minimal (not changed frequently enough).

**Grant Disbursement:** MIIA members will be informed as soon as the review process has been completed. Available funds are limited and MIIA may not be able to fully fund individual grant requests.

All grant recipients of the Risk Management grant will be asked to demonstrate to MIIA loss control staff how their grant benefited operation during the FY12 policy year.

You may choose to have the vendor invoice MIIA directly or the town may elect to be reimbursed upon presentation of invoice and a copy of cancelled check (front and back) All grants must be invoiced or paid by June 15, 2012 or awards will be forfeited. Unfortunately, there can be no exceptions.

MIIA may request additional information in the review process.

Town Executive Signature: 

Applicant Signature Chief Michael Lafane Title Police Chief

Email mlane@glooucester-ma.gov Phone 978-281-9775

Date 12-2-11

Questions: Please call 1-800-882-1498

**Loss Control Grant** please contact Jeff Siena, jsiena@mma.org, ext 259 or Mary Ann Marino, mmario@mma.org, ext 262

**Risk Management or Organizational Development Grant** please contact, Lin Chabra, lchabra@mma.org: ext 250



# MIIA GRANT PROGRAM

## Application For Fiscal Year 2012

Applying for  Loss Control Grant  Risk Management Grant  Organizational Development Grant

If awarded a grant would you like to receive a press release highlighting your efforts?  Yes  No

If applying for a Loss Control Grant please answer questions 1- 4 ONLY.

If applying for Risk Management Grant please answer questions 1-6.

If applying for Organizational Development Grant please answer questions 1, 3 & 4 ONLY.

If applying for more than one grant a separate application must be submitted for each grant.

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

Please fill out entire form. Email completed form to [miiagrants@mma.org](mailto:miiagrants@mma.org).

MIIA Member: City of Gloucester - Police Department

Contact Person: Lt. Kathy Auld

Phone: 978-281-9753 ext 215

E-Mail: kauld@gloucester-ma.gov

Fax: 978-281-9898

1. **Purpose and Description of Grant:** Summarize what you plan to do, who will do it, and when it will be done.

- 1) Property/Evidence Barcoding system module for MIPSS (records management system) installed by MIPSS (see attached) within 90 of award (grants require acceptance by City Council)
- 2) Purchase cellblock prisoner check system to record time and date prisoner is checked (15-30 mins). Current system is outdated, antiquated, breaks frequently with no permanent record.

2. **Loss History:** Have you had losses in this area. If not, how would this grant prevent future losses?

- 1) There have been several losses, most recently: 2011, a Tag Heuer Diver's Watch (\$1000); 2009 a gold necklace with a cross (\$600) and possibly 2007 a bicycle (\$300).
- 2) Prisoner monitoring Punch system would create a permanent record of cellblock checks on new upgraded technology.

3. **Cost:** List cost per item/training/ consultation as well as total amount applied for. Grant will not be considered without a formal estimate

LZ400RF Laser Scanner w/ training (2 hours)	\$ 1, 299.00	
Sato CE408 Printer & Server	915.00	
Ready to Go Pak (printer supplies)	79.95	total \$ 2,283.95
NStar Access Control System	\$ 1,285.00	

4. **Describe:** How will this grant be used to continue or increase your risk management or personnel management efforts moving

forward?

1) All property/evidence will be scanned into the records system. This will increase accountability control and organization. 2) Records of cellblock prisoner checks would be on a permanent recorded database allowing for easy reference if needed.

5. **Benefit:** Detail your in-house risk management efforts: Do you have a current safety/ Risk Management program in place. If so please include a copy. Detail your in-house, non-MIIA training efforts.

6. **Explain:** In what areas do you feel you need to improve your risk management program? Does this grant address those areas? If so explain:

**Grant Disbursement:** MIIA members will be informed as soon as the review process has been completed. Available funds are limited and MIIA may not be able to fully fund individual grant requests.

All grant recipients of the Risk Management grant will be asked to demonstrate to MIIA loss control staff how their grant benefited operation during the FY12 policy year.

You may choose to have the vendor invoice MIIA directly or the town may elect to be reimbursed upon presentation of invoice and a copy of cancelled check (front and back) All grants must be invoiced or paid by June 15, 2012 or awards will be forfeited. Unfortunately, there can be no exceptions.

MIIA may request additional information in the review process.

Town Executive Signature: \_\_\_\_\_

Applicant Signature Chief Michael Wlan Title Police Chief

Email mlane@gloucester-ma.gov Phone 978 281 90775

Date 12-2-11

Questions: Please call 1-800-882-1498

**Loss Control Grant** please contact Jeff Siena, jsiena@mma.org , ext 259 or Mary Ann Marino, mmarino@mma.org, ext 262

**Risk Management or Organizational Development Grant** please contact, Lin Chabra, lchabra@mma.org: ext 250



MA License C1111

**Wayne Alarm Systems Inc.**  
**424 Essex Street Lynn, MA 01902**

(781) 595-0000 Ext.408  
(781) 477-6196 FAX  
www.waynealarm.com

Quote #	WYNQ7023
Date	12/1/2011
Security Consultant	
Paul Verruto	
pverruto@waynealarm.com	

This proposal was specifically created for  
**Gloucester Police Department**

**Sold to:**  
Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

**Installed at:**  
Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

**Contact:**  
Chief Michael Lane  
(978) 281-9775

**Contact:**  
Chief Michael Lane  
(978) 281-9775

Thank you for allowing Wayne Alarm Systems the opportunity to submit the following proposal.

Scope is to add three additional cameras to the existing IP camera system at Gloucester Police Station to provide better coverage of the critical areas in the booking rooms. Proposal also contains a card access system to monitor, control and limit access to critical doors in the station such as the entry doors and evidence room.

What the customer will supply:

A set of accurate plans that will be used to design the system.

The necessary 110 VAC power for the camera(s) power supplies.

Original installer of existing video software management to assist in set up of cameras.



What Wayne Alarm Systems will supply and install:



Qty	Description of Part	
3	Axis 1.3MP IP Dome Camera 2.5-6mm	\$2,937.45
	Three IP dome cameras being added. One is to provide view of interaction between officer and prisoner at booking desk, One is to provide view of prisoner in "Breathalyzer Office. The third is to provide view of area inbetween entry door and booking desk.	
1	24/4 CAT6 - Gray	\$502.04
	Catagory 6 wiring for IP cameras	
3	Licensing Software	\$750.00
1	4 reader controller	\$1,753.70
1	System VII software	\$528.75
4	Prox reader	\$557.00
	4 readers installed on lobby entry door, officer entry door, booking area door and evidence room.	
2	Prox key tag - 50	\$723.80
	100 access cards	
2	16V 40VA transformer	\$22.84
1	12V 7AH Battery	\$18.34
1	22/6 stranded shielded	\$111.89
1	18/2 stranded shielded	\$98.80
1	Communications adaptor	\$138.44
1	Empty panel - Beige	\$16.31
1	Aux PS charger	\$25.19
1	16V 40VA transformer	\$11.42
1	8 outlet surge protector	\$27.19
1	Price adjustment	\$500.00
	Allowance for door strike installation by locksmith.	
1	Price adjustment	-\$2,343.00
	Price adjustment made for municipality.	
	<b>Total</b>	<b>\$9,980.16</b>

Notes

- \* A warranty period of 12 months shall apply to all parts and labor listed in this proposal. Damage caused by vandalism, acts of God, or natural disasters, such as damage caused by flooding, fire, or explosion is not covered under the warranty.
- \* Customer is aware that the viewing area of a given camera is one of a general view, unless specified, objects such as license plates and/or currency denominations will not be captured.
- \* Customer understands that video maybe affected by environmental factors such as rain, snow, fog, or low lights conditions. Also objects such as signs, balloons, boxes, etc placed in the field of view can have a negative impact on recorded video.
- \* Any video interference problems such as ghosting, rolling video, etc occurs as a result of different ground points, additional cost can be incurred to correct any imbalances.
- \* An annual inspection and on going maintenance is strongly recommended. Wayne Alarm Systems can provide this service at additional

cost.

- \* A 50% deposit is required for all projects with the balance due upon completion of the installation.
- \* All application fees, fines, or any associated user fees are the sole responsibility of the client.
- \* This quote is effective for 30 days.
- \* Unless indicated above the installation will be done during normal business hours, with are 8 AM to 4:30 PM.
- \* If upgrading an existing system any device or wiring that is found faulty will be replaced at the prevailing rate for parts and labor.
- \* Price is based on above list of materials and quantities only. Please confirm that all quantities are correct and that all necessary items have been included. If there are any discrepancies, please notify us so that we can adjust the price accordingly.
- \* All services provided by Wayne Alarm Systems subject to all the terms and conditions of our installation, monitoring, and maintenance contracts.

## Terms and Conditions

I. This document has been classified CONFIDENTIAL to give emphasis to the importance of restricting access of information herein to AUTHORIZED PERSONNEL ONLY

II. All material is guaranteed to be specified. Replacement components shall be of equal or better quality with no increase in price except where authorized by the subscriber. All work to be done in a workmanlike manner and in accordance with standard trade practices. All agreements contingent upon strikes, accidents or delays beyond the control of WAYNE ALARM SYSTEMS INC. Hereinafter called the CONTRACTOR. Subscriber to carry fire, tornado and other necessary insurance.

III. LIMIT OF LIABILITY It is understood that the CONTRACTOR is not an insurer that such insurance, if any, shall be obtained by the Subscriber. Amount payable to the Contractor hereunder are based upon the value of the subscribers property of others located in subscribers premises. The CONTRACTOR makes no guarantee or warranty, included any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrences or the consequences there from, which the system or services is designed to detect. The subscriber does not desire this contract to provide for full liability of the CONTRACTOR and agrees that the CONTRACTOR shall be exempt from liability for loss or damage due directly or indirectly to occurrences or consequences there from which the equipment or services is designed or avert: that if the CONTRACTOR should be found liable for loss or damage due to a failure of equipment or service in any respect, its liability shall be limited to \$250.00 as the sole & exclusive remedy and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to a person or property from performance of obligations imposed by this contract or from negligence, active or otherwise, of the CONTRACTOR, its agents or employees. No action shall be brought against the CONTRACTOR more than one year after the accrual; of the cause of action therefore, if the subscriber desires, the CONTRACTOR will amend this Agreement to allow the subscriber to pay an additional annual amount necessary to purchase an insurance policy or such greater liability, no such amendment shall be effective unless signed by the subscriber, the CONTRACTOR and the insurance carrier which will be insuring the additional liability, in the event any person, not a party to this agreement, shall make any claim or file any lawsuit against the CONTRACTOR for failure of its equipment or service in any respect, customer agrees to indemnify, defend and hold the CONTRACTOR harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees. If this agreement provides for a direct connection to person, persons or governmental agency which, in the judgment of the CONTRACTOR has jurisdiction of the subscriber's premises or other agency that department or agency may invoke the provisions hereof against any claims by the subscriber due to any failure of such department or agency.

IV. Subscriber may indicate acceptance of this proposal by indicating choice of systems from those offered and by affixing an authorized signature where indicated.

V. Following acceptance of this proposal, installation will be scheduled.

VI. Waiver of Subrogation: You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

VII. Subscriber shall pay the CONTRACTOR the highest lawful rate of interest permissible under applicable law on all past due billings. If however claim is referred to an attorney to enforce collection, the subscriber shall be liable for legal fee of 25% in addition to outstanding balance. If a law suit is instituted in a court of applicable jurisdiction to enforce payment of said outstanding balance and reasonable attorney's fee of 25% of said outstanding balance plus interest.

The above prices, specification and conditions are satisfactory and hereby accepted. You are authorized to proceed and do all work as specified. Payments will be made in accordance with the terms herein defined.

Wayne Alarm Systems Inc.

By: **Paul Verruto**

Date: 12/01/11

For Gloucester Police Department

Title \_\_\_\_\_

By \_\_\_\_\_

Print Name

By \_\_\_\_\_

Date \_\_\_\_\_

November 17, 2011

Lt. Kathy Auld  
Gloucester Police Department  
195 Main Street  
Gloucester, Massachusetts 01930

Dear Lt. Auld:

Enclosed please find the CG408 thermal transfer printer quotation that was requested. The quoted prices are valid for ninety days.

We have quoted the printer with installation and Monday through Friday, 9:00a.m. to 5:00 p.m. telephone, modem and on-site support for one year from the installation date. Loaner equipment will be provided should the printer become inoperable.

In addition to the cost savings on labels and ribbons, downtime is greatly reduced by the label feed mechanism the CG408 utilizes, virtually eliminating paper jams.

For the property/evidence labels, we recommend the Sato Ready to Go Pack with 4" X 3" labels and two ribbons. There are 4 rolls of labels with 690 labels on each roll.

Should you have any questions or need additional information, please do not hesitate to contact me.

Respectfully yours,

Jerrold H. Streckert  
Vice President

JHS/ek

Cc: Margret K. Streckert  
File

q.sato printer 11\_17\_11.doc

**Futuristic Technology  
for Today's  
World™**



**Microsystems Integrated Public Safety Solutions, Inc.**

20 Crystal Street, Melrose, Massachusetts 02176 ★ 781.665.5205 ★ [www.crimetrak.com](http://www.crimetrak.com)

**Gloucester Police Department**

195 Main Street  
Gloucester, MA 01930

November 17, 2011

**Sato CG408 Printer Quotation**  
**with Monday through Friday, 9:00 a.m. – 5:00 p.m. on-site support**  
**for one year from the installation date**

*Quoted price includes: test, deliver, install and configure the printer. Microsystems will provide training at the time the printer is installed. Price includes Monday through Friday, 9:00 a.m. to 5:00 p.m. telephone, modem and on-site support for one year from the installation date. Loaner equipment will be provided should the printer become inoperable. Our support telephone numbers are 781.665.5205 and 781.979.0123.*

**Sato CG408 Printer and Print Server****\$ 915.00**

Thermal Transfer/Direct Thermal  
Parallel Interface  
USB Interface  
Power Supply  
203 dpi print resolution  
4 ips (100 mm/second)  
.87" minimum print length  
11.8" maximum print length  
4.33" ribbon width

TRENDnet Print Server (for an Ethernet Connection)

**4"x3" Ready to Go Pack****\$ 79.95**

4 Rolls of Labels - 690 Labels per Roll  
2 Rolls of Ribbon

**TOTAL:****\$ 994.95**

***Quotation Valid for Ninety Days***

November 17, 2011

Lt. Kathy Auld  
Gloucester Police Department  
195 Main Street  
Gloucester, Massachusetts 01930

Dear Lt. Auld:

Enclosed please find the cordless and portable bar code scanners quotations that were requested. The quoted prices are valid for ninety days.

The quoted prices include on-site installation and training at the Gloucester Police Station. Two hours of training will be provided for the bar code reader(s).

Under a separate cover, we have quoted the Sato label printer and labels with ribbons package. This barcode label printer would be the first required purchase.

We would recommend the cordless bar code scanner be the next purchase as it would be used on a day to day basis. TriCoder Portable Bar Code Reader (Model # LT5001H) could be used on an annual or semi-annual basis for an inventory of evidence and property.

Should the Police Department elect to purchase this the cordless and/or portable bar code scanner, kindly forward to us a purchase order or a letter authorizing the acquisition.

We look forward to working with you on this project.

Respectfully yours,

Jerrold H. Streckert  
Vice President

JHS/ek

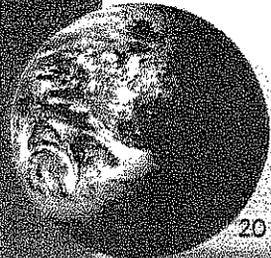
Cc: Margret K. Streckert  
File

q.barcode scanners 11\_17\_11.doc

**Futuristic Technology  
for Today's  
World™**

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**Gloucester Police Department**  
195 Main Street  
Gloucester, MA 01930

**November 17, 2011**

**CORDLESS BARCODING QUOTATION**

**with Monday through Friday, 9:00 a.m. – 5:00 p.m. on-site support  
for one year from the installation date**

Quoted price includes: set-up, install, and configure for Microsystems supplied software. Monday through Friday, 9:00 a.m. to 5:00 p.m. telephone, modem and on-site support are included for one year from the installation date. We have a four hour response time for critical items. The following are our support telephone numbers: 781.665.5205 or 781.979.0123. Microsystems has twenty-six years experience providing this support to clients.

**LZ400RF Laser Scanner**

**\$ 1,499.00**

- Cordless
- Up to 500 Feet Transmission Distance
- Rechargeable Battery with Fast Recharge (3 hours)
- Reads standard 1D bar codes

**B78 Base Station for LZ400RF Laser**

- Attaches via USB connection to transmit data to a PC
- No External Antenna

**Less Professional Discount**

**\$ 200.00**

**TOTAL**

**\$ 1,299.00**

**LZ400RF Laser Scanner**

This device provides mobility/portability for collecting evidence/property. The data collector will accumulate all scanned bar codes and transmit the data to the host PC, at which time the data can be verified before being uploaded to the crimeTRACK server.

Once uploaded, the exception report compares those items scanned with what should have been in the evidence room and provides a report of all items missing. The inventory report provides a full listing of all items scanned.

***Quotation Valid for Ninety Days***

3

**Gloucester Police Department**

195 Main Street  
Gloucester, MA 01930

**November 17, 2011**

**BARCODING QUOTATION**

Quoted price includes: set-up, install, and configure for Microsystems supplied software. Monday through Friday, 9:00 a.m. to 5:00 p.m. telephone, modem and on-site support are included for one year from the installation date. We have a four hour response time for critical items. The following are our support telephone numbers: 781.665.5205 or 781.979.0123. Microsystems has twenty-six years experience providing this support to clients.

**TriCoder Portable Bar Code Reader**

**\$ 4,000.00**

**Model # LT5001H**

512K memory

Integrated Laser model

USB

Lightweight (11 ounces)

Very easy to control

Handle

**Includes programming the TriCoder and  
modifications to crimeTRACK software**

**Bar Coding - Portable:**

This provides mobility/portability for collecting evidence/property. The Data Logger/Scanner option requires both hardware and software. The hardware is a handheld computer with a built-in bar code scanner and works well for bar coded labels in remote areas like the evidence room or assets in offices, cruisers, etc. The data collector will accumulate all the read bar codes. When the data logger is connected to a PC with the TriCoder software, the data can be downloaded to the main crimeTRACK server.

The software consists of two parts: collection and download software on the data logger and receiving software along with inventory / exception reports on the main server. The exception report compares those items scanned with what should have been in the evidence room and provides a report of all items missing. The inventory report provides a full listing of all items scanned.

The scanned inventory can be exported in an ASCII format so that it can be analyzed/reviewed in Excel.

This portable data logging option is not currently configured for checking items in/out like the cordless bar code reader.

***Quotation Valid for Ninety Days***

# NStar

## Access Control System

### SPECIFICATIONS

#### Software Options

The NStar Software Option Package offers an upgrade for users with greater needs. This package offers the ability to add Photo-ID Badging, Alarm/Event Monitoring, Digital Video and Intrusion integration and the ability to network multiple PC's together. The option package can be activated immediately upon registration of software.

#### Photo-ID Badging

NStar's badging option enables you to create your own custom Photo-ID's. With the easy to use interface you can add pictures, company logos, colorful text and background. Once the badging option is enabled you will have the ability of using the Auto Card pop-up feature. This will allow you to verify a card holder by their picture stored in the database.

#### Alarm View / System Events

The Alarm View allows you to monitor your entire system in real-time. With the Alarm View, alarms and events will "pop-up" on the screen so you can see events and alarms as they happen. Alarm View allows you to respond quickly to emergencies or threats to your employees or building.

#### Digital Video Integration

Save time reviewing video tapes by using NStar's integrated digital video system that allows you to retrieve stored video from a Rapid Eye or Fusion digital video recorder (DVR). Control live cameras while monitoring others from the digital video pop-up window. Complete PTZ control including eight presets and up to 16 cameras can be viewed in one pop-up window.

#### Optional Upgrades

The following optional features are available with the NSOPT1 software upgrade:

- Networking - up to five concurrent users
- Prioritized alarms - 1 to 99 priorities
- Alarm messages and operator notes
- Integrated digital video (Rapid Eye or Fusion) with PTZ control
- Integrated intrusion (VISTA 128FBP or VISTA 250FBP with version 2 or version 3 firmware)
- Alarm and video pop-up
- System events viewer
- Photo-ID badging
- Magnetic stripe encoding
- Duplex printing - two-sided badge printing

### ORDERING

#### Starter Kits

<b>NSSK</b>	Access Control Starter Kit
<b>NSSKR</b>	Access Control Starter Kit (Includes Two Readers)

#### Expansion Kits

<b>NSEK</b>	Two-Door Expansion Kit
<b>NSEKR</b>	Two-Door Expansion Kit (Includes Two Readers)

#### System Components

<b>NSTAR</b>	NStar Access Control Software
<b>NSOPT1</b>	NStar Software Option Package
<b>NS2</b>	Two Door Control Panel Only
<b>NS2MEM</b>	XPort Memory Expansion Module

#### Hardwired Communication Devices for the NS2

<b>CBL50</b>	50' RS-232 Serial Communications Cable
<b>PCI3</b>	RS-232/RS-485 Communication Interface

#### Network Communication Devices for the NS2

<b>NSLAN1</b>	Optional Plug-in Ethernet Interface
<b>LAN485KIT</b>	RS485 to Ethernet Kit

#### Add-On Reader Options

<b>OP10HONR</b>	Honeywell Small Proximity Reader
<b>OP30HONR</b>	Honeywell Mullion Proximity Reader
<b>OP40HONR</b>	Honeywell Wall Mount Proximity Reader
<b>OP90HONR</b>	Honeywell Vandal Resistant Reader
<b>HU/5355AGK00</b>	HID Combination Proximity Reader & Keypad

#### Miscellaneous

<b>NS2ACC</b>	NS2 Accessory Pack
<b>S-4</b>	Surge Suppressor
<b>X-4</b>	16.5VAC Transformer
<b>M-56K</b>	Modem for Remote Communications
<b>ENC10</b>	Single Panel Enclosure
<b>BAT-3</b>	12V Battery Backup

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For more information:

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

#### Honeywell Security Group

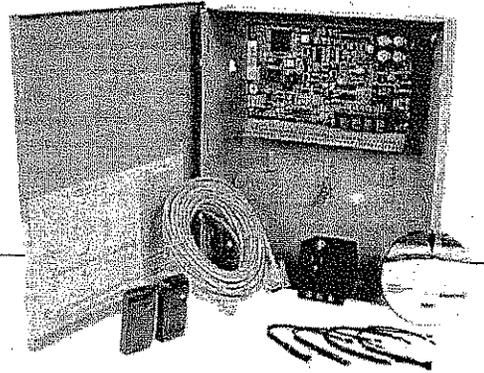
Honeywell  
2700 Blankenbaker Pkwy, Suite 150  
Louisville, KY 40299  
1.800.675.3364  
[www.honeywell.com](http://www.honeywell.com)

# Honeywell

L/NSTAR/D  
April 2010  
© 2010 Honeywell International Inc.

## NStar

### Access Control System



The Honeywell Access Systems' NStar is an access control system designed to provide a cost effective solution for entry level applications plus the ability to seamlessly expand and adapt to future growth needs. The NStar system is composed of the new NS2 control panel and NStar access control software. With NStar you can start small and easily expand and upgrade your access control system as your needs change.

The NS2 controller is ideal for the needs of a small system application. It offers simplicity to satisfy basic application needs combined with state-of-the-art technology, processing power and speed not usually found in an entry-level product. The NS2's architecture includes unprecedented scalability allowing for easy system expansions or future technology updates via a unique XPort expansion port. Whether you need to add doors or system functions, the NS2 gives you a clear path to future growth.

NStar software is a comprehensive access control application designed for use with the NS2 controller. NStar provides fast installation and setup with Quick Start Configuration Wizards and simple operation via user-defined control and viewing of system status and an event viewer for real-time observation of system activities. If you want to go beyond the basics, an option package that includes video badging, real-time alarm pop ups, digital video integration, intrusion integration and networking is available to meet future needs.

No matter how small you start or how large you grow, NStar offers seamless integration of existing systems and future technology to provide you with a superbly compatible access control solution.

COST  
\$ 1285.00

## FEATURES

- Complete two-door access control system
- Easy-to-order starter & expansion kits
- Competitively priced
- Quick Start Wizards
- Two access readers, expandable to 128 (max. via TCP/IP)
- Real-time clock
- 2,000 users, expandable to 10,000
- 10,000 events, expandable to 100,000
- Eight supervised input points
- Four relays, SPDT 12A @ 28VDC
- 32-bit processor
- Communications: RS-232 standard or RS-485 optional
- Optional TCP/IP interface
- XPort expansion port
- Removable terminal blocks
- Supported 32-bit operating systems: Microsoft Windows 7 Professional, Windows 7 Ultimate, Windows Vista Business, Windows XP SP3 Professional, Windows 2003 Server and Windows 2000 SP4 compatible
- SQL Server 2005 Express Edition database
- UL294 Listed

# NStar

## Access Control System

### SPECIFICATIONS

#### Database:

- SQL Server 2005 Express Edition

#### Access Control:

- Maximum 10,000 cardholder capacity
- Host Grant
- 32 holidays with multiple holiday types
- Supports up to 128 readers via TCP/IP, 124 via RS-232 (RS-485 multi-drop)

#### Operational Functionality:

- System tree for monitoring and control
- Event viewer
- Scheduling for dial-up locations
- Batch card add and card delete
- Card activation/deactivation by day/month/year
- Assign multiple cards to a cardholder
- 40 definable cardholder note fields & note field templates
- Monitoring of database file size and hard disk space
- Database backup scheduler
- Play .wav audio files based on events
- Card Locate

#### Reporting:

##### History Reports:

- Time and date and from archived history
- Reader(s)
- Cardholder
- Descriptive cardholder field
- Transaction type
- Alarm point state

##### Operator Actions:

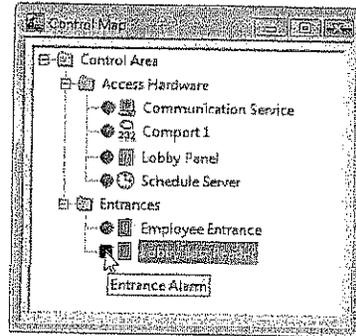
- Time and date
- Operator
- Actions performed by operator
- Device(s) operated

##### Database Reports:

- Cardholders
- Access levels
- Time zones
- Schedules

#### Other:

- Up to 64 IP connections (using optional networking hardware)
- Two serial ports
- Context sensitive help via F1 key provides help on any selected function



#### Control Map

Easy to understand control maps with color coded status icons give you a complete picture of your system and condition of each device.



**Quick Start Wizards** guide you through installation and provide fast and simple setup of NStar software.



#### Event Viewer

The Event View window displays current system activity in real time.

### BENEFITS

- Quick Start Configuration Wizard saves time in setup and programming
- Supports TCP/IP connection with optional NSLAN1 to make use of existing network infrastructure
- 40 user-defined cardholder note fields provide more information for system operators
- Database and hard drive limit and capacity prompts notify user when maintenance is required
- Scheduler backup utility automatically maintains a recent NStar database
- Easy viewing of device status by color, shape and pop-up text that are arranged on a tree structure
- Powerful 32-bit processor provides uninterrupted card activity and fast downloads of users and events
- XPort expansion port provides flexibility for future growth
- Flash memory allows convenient upgrades & technology updates
- Real-time clock ensures accuracy of system times and schedules
- Flexible mounting-fits in existing wall-mount enclosure or in a optional 19" rack
- Cost-effective access control solution
- Color-coded real-time events in the standard viewer helps organize the monitoring task

# NStar

## Access Control System

### RECOMMENDED CONFIGURATION

#### Minimum Computer Configuration:

- Pentium IV - 2.8 GHz CPU
- 512 MB (2GB for Windows 7 or Windows Vista)
- 40 GB hard disk (10 GB free space)
- Two serial communication ports
- DVD writer (for removable backups)
- One printer port (badging to be done on workstation)
- 15" SVGA color monitor (1024 x 768, 256 color)
- Supported 32-bit operating systems:
  - Microsoft Windows 7 Professional
  - Microsoft Windows 7 Ultimate
  - Microsoft Windows Vista Business
  - Microsoft Windows XP Professional
  - Windows 2000 Professional
  - Windows 2003 Server

#### Easy to Install:

- Removable terminal blocks allow fast connections and simplified wiring
- RJ45 serial connection from the panel to the PC allows for quick installation
- No jumpers or reset switches make installation error-free

#### Expandable & Upgradable:

- XPort expansion port allows for future expansion with devices including memory expansion
- FLASH memory means never having to replace a firmware chip to take advantage of system upgrades or new features

#### Scalable:

- Two access readers, expandable to 128 allows you to grow with NStar and NS2
- 2,000 users, expandable to 10,000
- 10,000 events, expandable to 100,000

#### Powerful 32-bit Processor:

- 32-bit processor provides power for fast downloads of events and users and uninterrupted card activity
- Ample processing power to support future system growth

#### Optional Ethernet Connection:

- Onboard connector provides Ethernet to serial interface using existing Ethernet devices

#### SuperCap Battery:

- Maintenance-free backup of panel programming and data storage – never have to replace battery
- SuperCap battery will provide memory backup for one week without any system power

#### Real-time Clock:

- The real-time clock gives you complete system time accuracy

#### Flexible Mounting:

- Tile or rack mountable in standard 19" high-density enclosure. Up to eight NS2 panels in a single 19" rack.

#### Card Format Compatibility:

- 26- (Standard), 32- and 34- (Honeywell) bit Wiegand format support

#### Dimensions:

Board: 9" W x 5.5" H x 1" D

Enclosure: 12.5" W x 14.5" H x 3.5" D

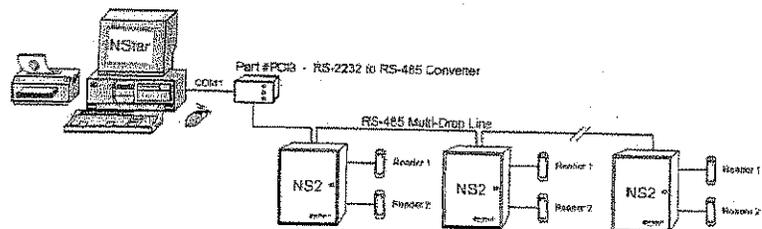
#### Environmental:

Temperature: 35° F-110° F operational

Humidity: 0 - 85% RHNC

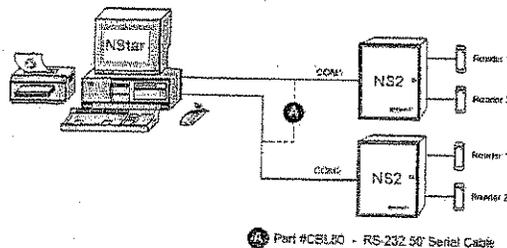
#### RS-485 Communication

Standard Configuration use 2 Communication Ports for 2 Loops  
Control 31 NS2 Control Panels per Loop, 62 NS2 Panels Total



#### Serial Communication

Standard Configuration use 2 Communication Ports  
Control 1 NS2 Control Panel per Communication Port



CITY OF GLOUCESTER  
LICENSING BOARD

MEMO

To: Mayors Office – Mayor's Report  
From: Pauline Doody- Licensing Clerk  
Date: December 6, 2011  
Re: Fee for Cordial & Liqueurs License

---

At the License Board meeting on November 15<sup>th</sup> 2011 the board recommended the following fee's for the approved Certificate of Vote on October 11, 2011 allowing current Beer & Wine Liquor License holders to apply to also sell Cordial & Liqueurs.

Seasonal Beer & Wine License holders: Cordial & Liqueurs \$320.00 per year.  
Total fee \$1070.00 yearly

Annual Beer & Wine License holders: Cordials & Liqueurs \$480.00 per year.  
Total fee \$1980.00 yearly



**Gloucester City Council**  
**CERTIFICATE OF VOTE**  
**Certificate Number: 2011-226**

The Gloucester City Council, at a meeting held on **Tuesday, October 11, 2011** at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

**IN CITY COUNCIL:**

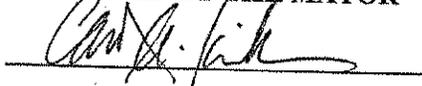
**MOTION:** On motion by Councillor Theken, seconded by Councillor Tobey, the City Council voted BY ROLL CALL 9 in favor, 0 opposed to adopt MGLc.138 s.12 [paragraph 15] as follows :

"In [any city or town] Gloucester which votes to accept the provisions of this paragraph , a common victualler, who holds a license under this section to sell wines and malt beverages may, upon written approval, also sell liqueurs and cordials pursuant to said license , subject , however, to all other licensing provisions of this chapter. "

  
Linda T. Lowe, City Clerk

Date: 10/13/2011

APPROVED BY THE MAYOR



Carolyn A. Kirk, Mayor

VETOED BY THE MAYOR

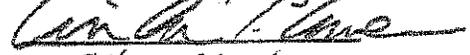
\_\_\_\_\_

Carolyn A. Kirk, Mayor

SIGNED THIS 14 DAY OF Oct 2011

All Ordinances shall become effective 31 days after passage except:  
Emergency Orders and Zoning Amendments shall become effective the next day

A TRUE COPY, ATTEST

  
City Clerk



**Gloucester City Council  
CERTIFICATE OF VOTE  
Certificate Number: 2011-130**

The Gloucester City Council, at a meeting held on **Tuesday, June 14, 2011** at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following actions:

**IN CITY COUNCIL:**

**MOTION:** On motion by Councillor Curcuru, seconded by Councillor Clalino, the City Council voted ROLL CALL 7 in favor, 0 opposed, 2 (Verga, Hardy) to adopt the License and Permit Fee adjustments as proposed by the Gloucester Licensing Board dated February 17, 2011 as follows:

Club-All Alcohol Beverage Including Common Victualer Fee	\$1,500.00
Club - Seasonal All Alcoholic Beverage Including Common Victualer Fee	750.00
Yearly General on Premise All Alcoholic License	2,250.00
Yearly Wine and Malt License with Common Victualer Fee	1,500.00
Yearly 7-Day All Alcoholic License with Common Victualer Fee	2,400.00
Seasonal 7-Day All Alcoholic License Include Common Victualer Fee	2,000.00
Seasonal 7-Day Beer and Wine License Over Quota Non-transferable	750.00
Yearly Retail Package Store All Alcoholic	2,250.00
Yearly Retail Package Store Wine and Malt	1,500.00
Lodging House	100.00
Entertainment Fee	300.00
Common Victualer License	75.00
Special One-Day Liquor License	100.00
Automatic Amusement Devices (per device)	150.00
Late Filing Fee	150.00

  
Linda T. Lowe, City Clerk

Date: **JUN 20 2011**

APPROVED BY THE MAYOR

  
Carolyn A. Kirk, Mayor

VETOED BY THE MAYOR

Carolyn A. Kirk, Mayor

SIGNED THIS

21

DAY OF

June, 2011

## LICENSING BOARD MINUTES

Tuesday November 15, 2011, 6:30 PM  
Gloucester City Hall, Council Conference Room, 9 Dale Avenue

PUBLISHED PURSUANT TO M.G. L. CHAPTER 139, 23A-B

### Members Present:

**Michele Harrison, Chair**  
**John Rando**  
**Ally O'Connor**

### Staff:

**Pauline Doody, Recording Clerk**

### INTRODUCTION

Call to order and introduction of the Board Members  
General concerns of the Commission

PUBLIC COMMENT - None

### SPECIAL ONE DAY LICENSE

> **Application-** Cape Ann Historical Association; DBA Cape Ann Museum, 27 Pleasant St. November 30, 2011 12:00pm-2:00pm-Annual Women's Luncheon- Wine only  
Ronda Faloon, Manager

**Presenter: Rhonda Faloon**

**Ms. Faloon** stated this is our annual women's luncheon. Tickets will be sold.

**Motion: Mr. Rando made a motion to approve the Annual Women's Luncheon, serving wine only at the Cape Ann Historical Association, DBA Cape Ann Museum, 27 Pleasant St. on November 30, 2011 12:00pm-2:00pm with a TIPS certified server with a second by Ms. O'Connor. Vote: Approved 3-0**

### COMMON VICTUALLAR LICENSE

> **Application-** The Corona's Inc. d.b.a. i Taco, 26 Railroad Ave, Gloucester  
Sergio Corona, Manager/Owner

**Presenter: Sergio Corona**

**Mr. Corona** stated he owns Corona Inc. and has a restaurant in Rockport and would like to expand to Gloucester. We have been in Rockport for 4 years.

**Motion: Ms. O'Connor made a motion to approve the Common Victuallar License for Corona's Inc. d.b.a. i Taco, 26 Railroad Ave, Gloucester Sergio Corona, Manager/Owner with a second from Mr. Rando. Approved 3-0.**

### ENTERTAINMENT

> **Application-** Gloucester Espresso dba Catch 22, 14 Rogers Street, Modify Entertainment License

o Annette Perrine, Owner

**Presenter: Annette Perrine**

**Ms. Perrine** stated that Catch 22 would like to be able to compete with other businesses. We would like to offer a jazz brunch. We recently had a customer who was interested in renting out the restaurant

**Board Comments:**

**Mr. Rando** stated to Ms. O'Connor is she remembered asking Ms. Perrine at a past license board meeting if they would like more than just a piano playing.

**Ms. O'Connor** stated she did ask Ms. Perrine that question.

**Mr. Rando** stated he remembered Ms. Perrine stated she did not.

**Motion: Ms. Harrison made a motion to approve the modification to the entertainment license as requested held at Gloucester Espresso dba Catch 22, 14 Rogers Street with no outside amplification.**

**There was no second and no vote was made.**

**Ms. Perrine** stated she believes she was being treated unfairly.

**Ms. Harrison** stated to put the modification request for the entertainment license for Catch 22 on the December 13, 2011 meeting agenda.

#### UNFINISHED BUSINESS

>Continued from September 13, 2011

**Application-** New All Alcohol Seasonal License- Castle Manor Inn, LLC, 141 Essex Avenue, Gloucester, MA.

Laura Mini-Baker, Manager

**Presenter: Laura Mini-Baker**

**Ms. Mini Baker** stated hoping to open May of 2012. Ms. Mini- Baker printed additional information for the board and passed out packets. She stated they are working on all capital repairs and have a commitment to the property and to Gloucester.

**Board Comments:**

**Ms. Harrison** stated she was very impressed with the detail of information provided.

**Ms. O'Connor** wanted to clarification regarding the majority of managers have to be U. S. residents.

**Ms. Harrison** stated the LLC must be because they own the property.

**Motion: Mr. Rando made a motion to approve the New All Alcohol Seasonal Liquor License at Castle Manor Inn, LLC, 141 Essex Avenue, Gloucester, MA with Laura Mini- Baker as manager with a second by Ms. O'Connor. Vote 3-0**

#### NEW BUSINESS

>**Application**- - New Officers & Directors, Gloucester Central Package Store, dba Liquor Locker

Wayne Campbell, Owner

**Presenter: Wayne Campbell**

**Mr. Campbell** stated that there was a paperwork snafu that never got done with the ABCC, but it was done with the state. When I had taken out a loan to buy my brother out it never came up.

**Board Comments:**

**Ms. Harrison** stated that this is a clean up of the paper work for the pledge of license. This needs to be done first and then the pledge can be sent up as reconsideration to the ABCC.

**Motion: Ms. O' Connor** made a motion to approve the application for New Officers & Directors at Gloucester Central Package Store, dba Liquor Locker, Wayne Campbell owner with a second by **John Rando**. Vote 3-0

> **Complaints of Noise**- The Rhumblin Restaurant, 40 Railroad Ave, Gloucester

Fred Shrigley, Owner

**Board Comments:**

**Mr. Rando** stated he had spoken with Mr. Shrigley, several bartenders, and managers separately and they all had the same story. The gentleman's wife is pregnant and she is the reason for all the complaints. They bought at the height of the real estate market and now they want to sell.

**Ms. O'Connor** stated she reviewed the police report and a lot of them are after 11:00 pm to about 1:00 am. There is loitering on the street and can understand why it's a problem. People are smoking outside and loitering. They may want to deal with the BOH.

**Mr. Rando** suggested that Mr. Shrigley place a sign saying "Please be respectful to our neighbors". Mr. Rando stated that unless they are over served or causing a public disruption then there is nothing we can do.

**Ms. Harrison** stated that when you buy a property in a mixed business district, some of that noise has to be expected. Let's remind Mr. Shrigley to keep the windows closed and ask that he post signs saying no loitering in the street.

**Mr. Rando** stated that maybe Bill Sanborn should revisit for noise levels.

**Ms. O'Connor** asked how the bar handles complaints as they come in. If they bring a log, then it is something we have in hand. They may want to set up a protocol.

**Ms. Harrison** stated that all the complaints are from Mr. Farris.

**Ms. O'Connor** stated that we should have Mr. Shrigley come to the December 13th meeting and to bring any documentation he has on sound levels etc. We will advise Mr. Farris also.

### PUBLIC HEARING

>**Continued from October 18, 2011- Application**-Alteration of Premise Gloucester Espresso Inc. 116 E. Main St., newly constructed deck on front of building.

Annette Perrine, Owner

**Presenter: Annette Perrine**

**Ms. Perrine** stated as you all know we have already enclosed the deck. We did not do it intentionally deceive this board. I went through the proper city channels to get all the permits.

**Board Comments:**

**Ms. Harrison** stated she would take some responsibility for this. She stated she has had a meeting with the ABCC to be more informed on the different types of applications and procedures. The ABCC says if you need a building permit, you must come back to the license board for approval. Ms. Harrison also stated she has met with Bill Sanborn to incorporate a cross check of permits and licenses need.

**Ms. O'Connor** stated the original permit said it only includes the outdoor deck. The applicant is also responsible for following all procedures. Ms. O'Connor asked for clarification from Ms. Perrine regarding the floor-plan show banquet or benches for seating..

**Ms. Perrine** stated there were no benches, just tables and chairs.

**Public Comment:**

**Eileen Burnham** stated the restaurant looks beautiful.

**Motion: Ms. O'Connor** made a motion to approve the Alteration of Premises with newly enclosed for Gloucester Espresso Inc. 116 E. Main St. with a second by Ms. Harrison. Vote 2-0. John Rando abstained.

**Michele Harrison** recused herself

>**Continued from October 18, 2011-Application-** Transfer of 7 Day All Alcoholic GOP Common Victualler license & Change of Location from Cape Ann Hospitality LLC dba Devon's Restaurant & Pub, Gloucester Crossing, to Gloucester Espresso Inc. dba Catch 22, 14 Rogers Street, Gloucester.

**Presenter: Annette Perrine**

**Board Comments:**

This was previously approved by board, but a correction in the legal notice had to be made and the ABCC requested re-approval.

**Public Comment: None**

**Motion: Ms. O'Connor** made a motion to approve the application for the Transfer of 7 Day All Alcoholic GOP Common Victualler license & Change of Location from Cape Ann Hospitality LLC dba Devon's Restaurant & Pub, Gloucester Crossing, to Gloucester Espresso Inc. dba Catch 22, 14 Rogers Street, Gloucester with a second by Mr. Rando. Vote 2-0

**Ms. Harrison** rejoined the board.

>**Application-** Transfer of Annual All Alcohol Liquor Common Victuallar License from Carlo Barbara to Mano's Restaurant Inc. d.b.a Valentino's Restaurant, 38 Main St. Gloucester

**Mauricio de Sousa, Owner  
Nicholas Umbrello, Manager**

**Applicant requests continuance to December 13, 2011**

**Motion: Ms. O'Connor made a motion to continue the application for the Transfer of Annual All Alcohol Liquor Common Victuallar License from Carlo Barbara to Mano's Restaurant Inc. d.b.a Valentino's Restaurant, 38 Main St. Gloucester, Mauricio de Sousa, Owner, Nicholas Umbrello, Manager to December 13, 2011 with a second by John Rando. Vote: 3-0**

> **Application-** Transfer of Annual All Alcohol Package Store liquor license from Four Season LTD d.b.a Causeway Liquors 76 Essex Ave, Gloucester, MA. to Taylor Hedges & Michael Mitchell

**Ms. Harrison** stated this is a withdrawal of the approval for the Transfer of License from Four Seasons Liquors to David Taylor Hedges & Michael Mitchell. The withdrawal is because the original application neglected to have a pledge of license. A new application has been submitted to the board.

**Attorney Robert Coakely, representing Eileen Burnham**

**Attorney Coakely** stated this came about because he became aware that the application needed to include a pledge to the liquor license after speaking with Mike Lusterbeg at Rockport National Bank. An amendment was drafted; the purchase price was decreased as well as the quantity of inventory. The proper paperwork is now resubmitted with the amendments. Their intent is to take title individually.

**Ms. Harrison** stated she had talked to the executive director at the ABCC was told that it does not have to have a public hearing again. A Pledge of License does not require a public hearing.

**Public Comment: None**

**Motion: Mr. Rando made a motion to approve the withdrawal the original application for the Transfer of Annual All Alcohol Package Store liquor license from Four Season LTD d.b.a Causeway Liquors 76 Essex Ave, Gloucester, MA. to Taylor Hedges & Michael Mitchell and to substitute and approve the new application for the same and the pledge of the license to Rockport National Bank with modifications submitted with a second by Ms. O'Connor. Vote 3-0**

### BOARD DISCUSSIONS

>**Fee Discussion** for the newly approved Cordials & Liquors license's by City Council for current Beer & Wine liquor license holders

**Ms. Harrison** stated the board has to make a recommendation for the fee for the Cordials & Liquors. I attended the O& A meeting and the City Council meeting and they voted to approve the sale of cordials & liquors. Other cities charge a third to a half more. The board agreed upon charging and additional \$320.00 to Seasonal Beer & Wine liquor license holders if they decide to apply to add Cordials & Liquors and additional \$480.00 to Annual Beer & Wine Holders. The next step is for the recommendation to be put on the Mayors report.

>**Discussion** of the Liquor Board policy's and procedures for 2012 Block Parties and Rocky Neck Nights events.

**Ms. Harrison** stated that she had met with the ABCC and they informed her that the local licensing board cannot grant alteration of premises for the summer block parties. Each participant must complete an Alteration of Premises application and go through the ABCC process. We must inform Suzanne Egan and Jim Duggan of the information received. Ms. Harrison stated she would draft a letter to the Mayors office and Suzanne Egan.

The board concurred with Ms. Harrison. They also discussed the possibility of charging a fee to participate in the block party, but that it would have to be approved by City Council.

The board discussed sending a letter to all license holders to inform them of the procedures of altering their premises. According to the ABCC if you need a building permit, you must come to the local license board with an application for an Alteration of Premises.

**Ms. O'Connor** stated she would draft a letter for the boards review.

**Ms. Harrison** stated she wanted to recognize Ms. O'Connor for using the Docksiders at the events she sponsors. She commended Ms. O'Connor for her encouragement and support of the arts in Gloucester.

### MINUTES APPROVAL

October 18<sup>th</sup>, 2011

**Motion: Ms. O'Connor** motioned to approve the October 18, 2011 minutes with a second by Mr. Rando. Vote: Approved 3-0

**Motion: Mr. Rando** motioned to adjourn with a second by Ms. O'Connor. Vote: Approved 3-0

**AGENDA ITEMS CLOSED AS OF 12:00PM ON November 8, 2011**  
**Next Meeting: December 13, 2011 @ 6:30 Sawyer Free Library, Friend Room**  
(Subject to change)

# Salem City Hall

93 Washington Street, Salem, MA 01970  
ph: 978-745-9595

## 2011 Licensing Fee Schedule

### FEE SCHEDULE 2011

#### ANNUAL ALCOHOL LICENSES

Restaurant	7 Day All Alcohol	\$1,950
Restaurant	6 Day All Alcohol	\$1,800
Restaurant	7 Day Wine & Malt	\$1,500
Restaurant	6 Day Wine & Malt	\$937.50
Club	7 Day All Alcohol	\$1,875
Innholder	7 Day All Alcohol	\$2,175
Innholder	7 Day Wine & Malt	\$1,000
Package Goods	All Alcohol	\$2,000
Package Goods	Wine & Malt	\$1,500
General on Premise	7 Day Wine & Malt	\$1,025
	Liqueurs & Cordials	\$1,000
	One Day	\$100

#### SEASONAL ALCOHOL LICENSE

Restaurant	7 Day All Alcohol	\$2,500
Restaurant	7 Day Wine & Malt	\$1,800
Innholder	7 Day All Alcohol	\$2,500
Innholder	7 Day Wine & Malt	\$900

#### OTHER LICENSES

Weekday Entertainment		\$100
Auto Dealers	Class I, II, III	\$100
Common Victualler		\$50
Lodging House	First four rooms	\$100
	Each additional room	\$25
Automatic Amusements	Per machine	\$100
Automatic Amusements	Per replacement	\$10

#### SEASONAL

Automatic Amusements (per machine)	\$40
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All other machines	\$20
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VENDORS

B-5 District (5 locations)	\$3,500
One Day Vendor	\$200

**Pauline Doody**

**From:** Melissa Pagliaro [MPagliaro@Salem.com]  
**Sent:** Tuesday, April 05, 2011 1:59 PM  
**To:** Pauline Doody  
**Subject:** RE: Annual Report  
**Attachments:** ANNUAL REPORT FOR 2010.doc

Hi Pauline,  
Please note that the fees for 2011 were decreased by 25% because of the meals tax. This was not granted to clubs or package stores.

*City of Gloucester  
120 West Main Street, 2nd Floor  
Salem, MA 01970  
978-281-9720*

**From:** Pauline Doody [mailto:pdoddy@gloucester-ma.gov]  
**Sent:** Tuesday, April 05, 2011 10:57 AM  
**To:** Melissa Pagliaro  
**Subject:** Annual Report

Hi Mellissa,  
I'm sorry to keep bugging you. But when you have a charrr Report to me? The local board is petitioning to raise fees an idea where a few other communities are so we are ir

*2 Liquor + Cereals*

*Annual ying to get*

Thank you!  
Pauline

Pauline Doody  
License Clerk  
City of Gloucester  
978-281-9720  
pdoddy@gloucester-ma.gov



LICENSE BOARD  
191 Cabot Street  
Beverly, MA 01915

Richard S. Kelley, Esq., Chairman  
George Heller  
John Roccio

**LICENSE FEES - 2010**

Club – All Alcoholic Beverage	\$1920
Innholder – All Alcoholic Beverage	2400
Package Goods – All Alcoholic Beverage	2160
Package Goods – Wine and Malt Beverage	1440
Restaurant – All Alcoholic Beverage – 7 day	2400
Restaurant – All Alcoholic Beverage 7 day Seasonal	2000
General On Premise – All Alcoholic Beverage	2400
Restaurant – All Alcoholic Beverage – 6 day	2040
Restaurant – Wine and Malt	1440
Restaurant – Wine and Malt – Seasonal	1200
Restaurant – Wine, Malt, Cordials & Liqueurs	1920
Common Victualler	48
Weekday Entertainment	84
One-day Special License – All Alcoholic	100
One-day Special License – Wine and Malt	75



LICENSE BOARD  
191 Cabot Street  
Beverly, MA 01915

Richard S. Kelley, Esq., Chairman  
George Heller  
John Roccio

## ANNUAL REPORT FOR 2010

### Class of licenses for 2010

35	All Alcoholic Restaurants
1	All Alcoholic Innkeepers
8	All Alcoholic Package Goods
7	All Alcoholic Clubs
8	Wine and Malt Package Goods
6	Wine and Malt Restaurants
1	Wine, Malt, Cordials & Liqueurs Restaurant
1	Seasonal Wine and Malt Restaurant
1	General On Premise Wine and Malt
<u>1</u>	Wine and Malt – Site Specific
69	Total