



City of Gloucester City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930
Telephone 978-281-9722 Fax 978- 282-3051

CITY COUNCIL
AND
CITY COUNCIL STANDING COMMITTEE
Budget and Finance
Thursday, April 2, 2009 – 7:00 p.m.
Council Conference Room – City Hall

1. Memo from Police Chief re: Acceptance of State E911 Grant.
2. Memo from Interim Fire Chief re: Authorization of payment to L.W. Bills.
3. Special Budgetary Transfer Request (09-19) from Personnel Dept.
4. Memo from Frank Ventimiglia, Engineering Dept. re: Two Special Budgetary Requests.
5. Draft Lease for Witham Street Parking Area.
6. Q&A on transfer of sewer and/or water debt from enterprise funds to tax rate for FY10.
7. CC2009-010 (Hardy) Investigating costs incurred from groups that use city resources.
8. Fee Compendium
9. Report from City Auditor re: Accounts having expenditures which exceed appropriations.

COMMITTEE
Councilor Jason Grow, Chair
Councilor Joe Ciolino, Vice Chair
Councilor Steve Curcuru

Committee members – Please bring relevant documentation

CC: Mayor
Jim Duggan
Marcia McInnis
Jeffrey Towne
John Beaudette
Phil Dench
David Bain
Frank Ventimiglia
Donna Compton

Memo

To: Mr. Jim Duggan
From: Chief John Beaudette
CC:
Date: 3/12/2009
Re: State E911 Grant Award

RECEIVED

MAR 12 2009

Mayor's Office

The Gloucester Police Department has been awarded \$49,778 by the Commonwealth of Massachusetts, State 911 Department. The grant will fund dispatcher salaries between March 9, 2009 and June 30, 2009, and new furnishings for the E911 dispatch center.

Please ask the City Council to accept these funds, and set up a special revenue account for salaries and equipment. Let me know if you have any questions.



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



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

KEVIN M. BURKE
Secretary of Public Safety
and Security

FRANK POZNIAK
Executive Director

March 9, 2009

City of Gloucester - Police Department
Attn. Chief John Beaudette
197 Main Street
Gloucester, MA 01930

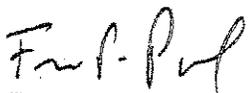
Dear Chief Beaudette:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY2009 State 911 Department Support and Incentive Grant Program. For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is March 9, 2009 and will run through June 30, 2009.

We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at (508) 828-2911 ext. 116.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us.

Sincerely,


Frank P. Pozniak
Executive Director

cc: FY2009 Support and Incentive Grant File



COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the *Executive Office for Administration and Finance (AEF)*, the *Office of the Comptroller (CTR)* and the *Operational Services Division (OSD)* for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For instructions and hyperlinks (italics), please view this form at: www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*.

→ Contractor Legal Name (and d/b/a): City of Gloucester Police Department	Department MMARS Alpha Code and Name: State 911 Department	
→ Legal Address (from W-9): 197 Main St, Gloucester, MA 01930	Business Mailing Address: 1380 Bay Street Bldg. C Taunton, MA 02780	
→ Payment Remittance Address (from W-9): 197 Main St, Gloucester, MA 01930	Billing Address (if different):	
→ Contract Manager: John Beaudette, Chief of Police	Contract Manager: Michelle Hallahan	
→ E-Mail Address: jbeaudette@ci.gloucester.ma.us	→ Phone: 978-281-9775	E-Mail Address: michelle.hallahan@state.ma.us
→ Fax: 978-282-3026	→ Phone: 978-281-9775	Phone: (508) 828-2911
→ State of Incorporation (if a corporation) or "N/A": N/A	Fax: (508) 828-2585	TTY: (508) 828-4572
→ Vendor Code: VC6000192096	MMARS Doc ID(s):	
MMARS Object Code: P01	RFR/Procurement or Other ID Number (if applicable):	
	Account(s) Funding Contract: 8000-0911	

NEW CONTRACT

COMPENSATION (Check only one):
 Total **Maximum Obligation** of this Contract \$ 49,778.00
 Rate Contract (Attach details of rate(s) units and any calculations):

The following **COMMONWEALTH TERMS AND CONDITIONS** for this Contract has been executed and filed with CTR (Check only one):
 Commonwealth Terms And Conditions
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):

- Single Department Procurement/Single Department User Contract
- Single Department Procurement/Multiple Department User Contract
- Multiple Department Procurement/Limited Department User Contract
- Statewide Contract (OSD or an OSD-designated Department)
- Grant (as defined by 815 CMR 2.00)
- Emergency Contract (attach justification)
- Contract Employee (Complete *Employment Status Form*)
- Collective Purchase (attach OSD approval)
- Legislative/Legal Exemption (attach authorizing language)
- Other (Specify and attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 06/30/2009

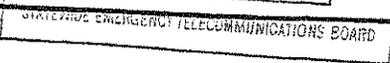
→ **PROMPT PAYMENT DISCOUNTS.** Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*.
 % Within 10 Days % Within 15 Days % Within 20 Days % Within 30 Days OR, Check off the following if:
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation).

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient):
 For disbursement of funds under the State 911 Department PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached *Contractor Certifications*, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*, the terms of the attached *Instructions*, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):**
 1. the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
 2. any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 → X: John Beaudette Date: 1/9/2009
 (Signature and Date Must Be Handwritten At Time of Signature)
 → **Print Name:** John Beaudette
 → **Print Title:** Chief of Police

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:
 X: Frank Poniak Date: 3/9/09
 (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Frank Poniak
Print Title: Executive Director



DETAIL NARRATIVE

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. For personnel costs, please note for each individual to be funded, the anticipated hourly rate, cost of benefits if applicable, anticipated number of hours, anticipated overtime rate and number of hours if applicable. Please use additional pages if needed.

(For example: B. HVAC - 4 acme P22 air filters at \$20.00 per filter)

- A. Personnel costs. Base salaries of 14 E911 dispatchers on rotating shifts including Officers S. Amero, L. Ingersoll, W. Eastman, S. Bouchie, J. Officer, J. Ciolino, J. Foote, C. Duwart, M. Quinn, S. Lamberis, R. Johnson, R. Palazzola, V. Adelfio, and K. Hicks. Hourly rate is \$22.82 or \$182.56 per eight hour shift. Estimated number of shifts filled is 250.76.
- B. Environmental control equipment
- C. Computer-aided dispatch systems
- D. Radio console
- E. Console furniture and dispatcher chairs. Purchase four new dispatch chairs for the Gloucester E911 Dispatch Center at an estimated cost of \$1,000.00 each.
- F. Fire alarm receiving and alerting equipment
- G. Other equipment
- H. Regional PSAPs & Regional Emergency Communication Centers Only: Public Safety Radio Systems
- I. Regional Secondary PSAPS Only: Customer Premises Equipment Maintenance

All goods and/or services must be received on or before June 30, 2009 to be eligible for reimbursement under the Fiscal Year 2009 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants

STATE 911 DEPT. PSAP and RECC SUPPORT and INCENTIVE GRANTS

CATEGORY	AMOUNT
A. Enhanced 911 telecommunicator personnel costs	\$45,778 (250.76 shifts @ \$182.56, Officers S.Amero, L. Ingersoll, W. Eastman, S. Bouchie, J. Officer, J.Ciolino, J.Foote, C. Duwart, M.Quinn, S. Lamberis, R Johnson, R. Palazzola, V. Adelfio, K.Hicks).
B. Heat, ventilation, air conditioning and other environmental control equipment	\$
C. Computer-aided dispatch systems	\$
D. Radio console	\$
E. Console furniture and dispatcher chairs	\$4,000.00 (4 chairs @ \$1,000)
F. Fire alarm receiving and alerting equipment associated with providing enhanced 911 services	\$
G. Other Equipment REQUIRES PRE-APPROVAL	\$
REGIONAL PSAPS & REGIONAL EMERGENCY COMMUNICATION CENTERS ONLY H. Public Safety Radio Systems	\$
REGIONAL SECONDARY PSAPs ONLY I. PSAP customer premises equipment maintenance	\$
TOTAL*	\$ 49,778.00

*Total amount must exactly match amount requested on application page

City of Gloucester, Ma. 01930

TO: Jim Duggan, Chief Administrative
Officer

DATE: March 13, 2009

FROM: Philip Dench, Acting Fire Chief

COPIES TO: City Council
Auditor

SUBJECT: Electronic funds transfer (payment) sent to the City

REFERENCE: Electronic fund transfer sheet dated May 21, 2008, Invoice from L. W. Bills

I have traced through the Treasurer's Office an electronic fund transfer, in the amount of \$2,850.00, that was received by the City in May 2008. The explanation of payment referenced L. W. Bills Company, the City of Gloucester, the Thatcher Road Bridge project and Mass Highway as the payor.

L. W. Bills is the contractor who handles the repair work on the hard wired municipal fire alarm system for the City. This payment should have been made directly to L. W. Bills. The payment is for the work they did, on the City's behalf, in relocating our fire alarm cables from the temporary conduit on Thatcher's Road installed by the bridge repair company to new telephone poles installed following the bridge restoration.

The restoration of our wires was done expeditiously by L. W. Bills in 2007. L. W. Bills has been pursuing payment through the State DPW since the work was done. The company has been incredibly patient in working with the State DPW and City to get this payment made.

The funds are in FY08 Account #23000.10.992.49700.0000.00.000.00.040.. On advice from the City Auditor, the following action is needed. Authorize the City Auditor to allow payment of the funds received for L. W. Bills to be paid as a ledger payment.

I am requesting this memo be routed to the City Council as soon as possible for action so this long overdue payment to our vendor can be made.

Fire alarm system.lwp

RECEIVED

-MAR 13 2009

Mayor's Office



LW BILLS / ALARM ENGINEERING

ARTH. C. MCKAY

DIVISIONS - B&B ENGINEERING
PO BOX 7 - GEORGETOWN MA 01833
(978) 352-6660 / (800) 892-0275
lwbills@comcast.net

Invoice

DATE	INVOICE NO.
4/18/2008	1602

BILL TO
MASS HIGHWAY ATTN: TONY FEROLITO 519 APPLETON STREET ARLINGTON, MA 02476

SHIP TO
RE: THATCHER ROAD BRIDGE GLOUCESTER MA

P.O. NO.	TERMS	SHIP VIA
	NET 10 DAYS	

DESCRIPTION	QTY	RATE	AMOUNT
FINAL BILLING FOR WORK DONE ON THATCHER ROAD BRIDGE PROJECT - PER ESTIMATE QUOTED NOVEMBER 2, 2005			
LABOR 2/23/07: 2 MEN 8 HOURS	16	72.00	1,152.00
BUCKET TRUCK: 8 HOURS	8	35.00	280.00
LABOR 2/27/07: 2 MEN 2 1/2 HOURS	5	72.00	360.00
BUCKET TRUCK: 8 HOURS		35.00	35.00
LABOR 3/7/07: 2 MEN 5 HOURS	10	72.00	720.00
BUCKET TRUCK: 5 HOURS	5	35.00	175.00
MATERIALS: 220' FIGURE 8, 4 CONDUCTOR	200	0.55	110.00
MATERIALS: STRANDVISES	2	9.00	18.00

NOTE: A FINANCE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% PER YEAR, WILL BE ADDED ON PAST DUE ACCOUNTS.	Total	\$2,850.00
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ACVCTEDI-01

373

011301798

ACCOUNT NUMBER:

PAGE: 14435 00001

REMITTANCE DELIVERY SERVICES
EDI SERVICES
REMITTANCE/PAYMENT ADVICE
MAY 21, 2008

CITY OF GLOUCESTER
C/O TREASURER'S OFFICE
CITY HALL
GLOUCESTER MA 01930

5-22-08 11:34:25
25-21-08

=====

PAYMENT INFORMATION:

CREDIT: \$2,850.00
EFFECTIVE DATE: 05/21/2008
INPUT FORMAT: ACHCTX
CREDIT PARTY

DEBIT PARTY

11-02

ROUTING ID: 011301798
DEMAND ACCT: 14435

ROUTING ID: 011075150
DEMAND ACCT: 88880059
COMPANY ID: A046002284
CO. SUPPL CODE: 011075150

TRACE NUMBER: 011075151542435
ACH ASSIGNED TRACE NUMBER

SETTLEMENT DATE: 05/21/2008
ACVCTEDI-01 373
CITY OF GLOUCESTER

ACCOUNT NUMBER: 14435
MAY 21, 2008
PAGE: 00002

=====

REMITTANCE INFORMATION:

LINE TRANSACTION REF NUM INVOICE AMOUNT NET AMOUNT PAID

0001 1602

DETAILS: \$ 2,850.00 MASS HIGHWAY DEPT-Thatcher Road Bridge Replacement work performed
by LW Bills/Alarm Engineering

\$2,850.00

295011.10-220.48400.0000.00.000.00.040

10069

ENTITY ASSIGNED NUM: 000001

LINE: 00001

TRANSACTION REF NUM: 1602

AMOUNT PAID: \$2,850.00

VOUCHER: 1602

VOUCHER: PRC DPWINTFO8A0043787N0000110 Park Plaza

1602
MASSACHUSETTS HIGHWAY DEPARTMENT

VOUCHER: 617-973-7650

1602

VOUCHER: Thatcher Rd. Bridge Replacement work performed by

LW Bills/Alarm Engineering for

1602
Gloucester

=====

REPORT TOTALS:

CREDITS: \$2,850.00

TOTAL TRANSACTIONS: 1

gm

RECEIVED

MAR 17 2009

Mayor's Office

City of Gloucester Special Budgetary Transfer Request Fiscal Year 2009

*****INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL*****Requires 6 Votes

DEPARTMENT REQUESTING TRANSFER: PERSONNEL
TRANSFER # 09 19 DATE: 3/16/2009 BALANCE IN ACCOUNT \$13,744.54

(FROM) PERSONAL SERVICES ACCOUNT#: _____
Unifund Acct # 101000.10.543.51100.0000.00.000.00.051

(FROM) ORDINARY EXPENSE ACCOUNT#: _____
Unifund Acct # _____
Veteran's Services-Salaries
Account Description

EXPLANATION OF SURPLUS: Resignation of Veterans Agent

(TO) PERSONAL SERVICES ACCOUNT#: _____
Unifund Acct # _____

(TO) ORDINARY EXPENSE ACCOUNT#: _____
Unifund Acct # 101000.10.152.52000.0000.00.000.00.052
Contractual Services
Account Description

ANALYSIS OF NEED(S): To pay acting Veterans Agent

TOTAL TRANSFER AMOUNT \$12,000.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER
FROM ACCOUNT: \$1,744.54
TO ACCOUNT: \$31,643.93

APPROVALS: _____
DEPT. HEAD: David Berry (Hedge)
ADMINISTRATION: [Signature]
BUDGET & FINANCE: _____
CITY COUNCIL: _____

DATE: Mar 16, 2009
DATE: 3/18/09
DATE: _____
DATE: _____

City of Gloucester Memo

RECEIVED
MAR 16 2009
Mayor's Office

Date: 16 March 2009
To: Carolyn Kirk, Mayor
City of Gloucester
From: Frank Ventimiglia
City of Gloucester Engineering Department
Re: Transfer of \$65,000.00 from Highway Force Account #
294015.10.422.35900.0000.00.000.00.000

This memo is to request the transfer of \$65,000.00 from Highway Force Account #294015.10.442.35900.0000.00.000.00.000 to be transfered to two differenet accounts for the purpose of paving work and paving materials.

The first transfer is for \$50,000.00 and is to be transfered to existing Contract # 99078 for additional pothole repairs throughout the City through Account #101000.10.422.52490.0000.00.000.00.052. Contract Number 99078 is with Allied Paving Corporation and was awarded with the money transfered out of Account # 294015.10.442.35900.0000.00.000.00.000 in October 2008.

The second transfer is for \$15,000.00 and is to be transfered to Account #101000.10.442.57750.0000.00.000.00.057. The money to be transfered to this account is for the use of the DPW to purchase paving material as needed for the remainder of the fiscal year. Attached are the transfer request. If you have any questions let me know.

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2009

APPROVED
MAR 17 2009
12:00 PM
CITY CLERK

*****INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL *****Requires 6 Votes

DEPARTMENT REQUESTING TRANSFER: DPW
TRANSFER # 09 20 DATE: 3/16/2008 BALANCE IN ACCOUNT \$75,000.00

(FROM) PERSONAL SERVICES ACCOUNT#: _____ Unifund Acct # _____

(FROM) ORDINARY EXPENSE ACCOUNT#: _____ Unifund Acct # 294015.10.422.35900.0000.00.000.00.000
Highway Force Account
Account Description

EXPLANATION OF SURPLUS: Correct account for transfer

(TO) PERSONAL SERVICES ACCOUNT#: _____ Unifund Acct # _____

(TO) ORDINARY EXPENSE ACCOUNT#: _____ Unifund Acct # 101000.10.422.52490.0000.00.000.00.052
Highway Paving Contract Services
Account Description

ANALYSIS OF NEED(S): Funds needed for supplementing of pothole mitigation contract.

TOTAL TRANSFER AMOUNT \$50,000.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER
FROM ACCOUNT: \$25,000.00
TO ACCOUNT: \$50,000.00

APPROVALS:
DEPT. HEAD: [Signature]
ADMINISTRATION: [Signature]
BUDGET & FINANCE: _____
CITY COUNCIL: _____

DATE: 3/16/09
DATE: 3/9/09
DATE: _____
DATE: _____

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2009

RECEIVED
MAR 17 2009

*****INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL*****Requires 6 Votes

Accounting Office

DEPARTMENT REQUESTING TRANSFER: DPW
TRANSFER # 09 21 DATE: 3/16/2008 BALANCE IN ACCOUNT \$25,000.00

(FROM) PERSONAL SERVICES ACCOUNT#: _____ Unifund Acct # _____

(FROM) ORDINARY EXPENSE ACCOUNT#: _____ Unifund Acct # _____
294015.10.422.35900.0000.00.000.00.000

Highway Force Account
Account Description

EXPLANATION OF SURPLUS: Correct account for transfer

(TO) PERSONAL SERVICES ACCOUNT#: _____ Unifund Acct # _____

(TO) ORDINARY EXPENSE ACCOUNT#: _____ Unifund Acct # _____
101000.10.422.57750.0000.00.000.00.057

Highway Paving Materials
Account Description

ANALYSIS OF NEED(S): Funds needed for purchase of paving materials.

TOTAL TRANSFER AMOUNT \$15,000.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$10,000.00

TO ACCOUNT: \$15,000.00

APPROVALS:
DEPT. HEAD: [Signature]

DATE: 3/16/09

ADMINISTRATION: [Signature]

DATE: 3/18/09

BUDGET & FINANCE: _____

DATE: _____

CITY COUNCIL: _____

DATE: _____

99133 Disposition & Recommendation, Witham St. Parking Lease

Property Information:

Document Number: 99133
Property Name and Address: Witham Street Parking Area Lease, 99 Thatcher Road (G. H. Beach)
Description of Property: Intersection of Salt Island Road and Witham Street
Method of Disposition: Two Year Lease Agreement, 5/1/09 to 4/30/12
Recommended Rent: \$6,500 per year, \$19,500 term of lease
Current Rent: \$5,600 per year
Market Value of Lease: \$6,500 per year, \$19,500 term of lease (see memo from Facility Mgr. & Assessor)

Purchasing Department:

At the request of the Mayor, the Purchasing Department has prepared a lease agreement for the disposition of the above property. In the preparation, all applicable sections of Massachusetts General Laws and the Gloucester Code have been reviewed.

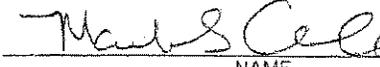

NAME

Purchasing Agent
POSITION

3/12/09
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 lease.

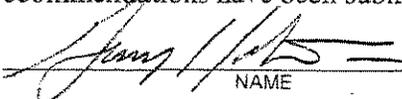

NAME

Contract Manager
POSITION

3/12/09
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 lease.


NAME

Assessor
POSITION

3/12/09
DATE

Legal Department:

At the request of the Mayor, the Legal Department has reviewed the attached recommended lease and find it to be in compliance with all applicable State and Municipal Laws.

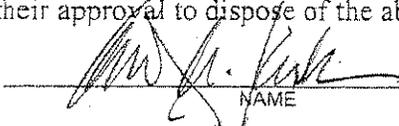

NAME

General Counsel
POSITION

3/17/09
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 Lease format.


NAME

Mayor
POSITION

3/18/09
DATE

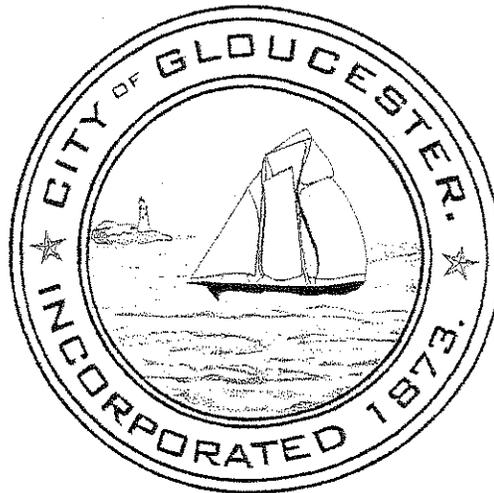
City of Gloucester

Office of the Purchasing Agent

City Hall, 9 Dale Avenue, Gloucester, MA 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



DRAFT FOR CITY COUNCIL REVIEW

Witham Street Parking Area

Lease Agreement #99133

Between the

City of Gloucester

And

Koshari Corporation

d.b.a. Good Harbor Beach Inn

SECTION 1: NEWSPAPER ADVERTISING

SECTION 2: CENTRAL REGISTER

**SECTION 3: REQUEST FOR PROPOSAL
or INVITATION FOR BIDS**

SECTION 4: PRICE

4.1 Refer to Section 8.4, page 6.

4.2 The Gloucester Code, Sec. 2-3 (a)(4) requires the Lessee to submit a \$200 payment for administrative costs. The payment should be by check made payable to the City of Gloucester.

SECTION 5: TERMS AND CONDITIONS:

Mayor's recommendation as amended and voted by the City Council can be found in lease Section 8

SECTION 6: CERTIFICATE OF NON-COLLUSION and TAX COMPLIANCE

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.

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

Bidder:

(Company Name)

Address:

By:

(Signature of person authorized to sign this bid)

Title:

**Social Security No. or
Federal Identification No.**

Telephone

SECTION 7: DISCLOSURE OF BENEFICIAL INTEREST

THE LESSEE SHALL SUBMIT THIS FORM TO DCAM

A COPY OF THE COMPLETED FORM IS TO BE RETURNED TO THE PURCHASING DEPARTMENT WITH YOUR SIGNED CONTRACT.

SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE

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

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and 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.**
 Complete legal description of the property: **Witham Street Parking Area
 Witham Street
 Gloucester, MA. 01930**

Type of transaction: Sale: N/A Lease from 5/01/09 to 4/30/12
 Seller: N/A Lessor: **City of Gloucester, MA.**
 Purchaser: N/A Lessee:

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
_____	_____
_____	_____

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

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

Signature: _____
 Printed name: _____
 Title: _____ Date: _____

SECTION 8: LEASE**SECTION 8.1: PARTIES**

This lease agreement is between the CITY OF GLOUCESTER, LESSOR, which expression shall include its heirs, successors and assigns, and Koshari Corporation, d.b.a. GOOD HARBOR BEACH INN, LESSEE, which expression shall include its successors and assigns.

SECTION 8.2: PREMISES

The LESSOR hereby leases to the LESSEE the following parcels of land.

- 8.2.1 A strip of land situated on the westerly side of Witham Street, bounded and described as follows:
Beginning at a point on Witham Street at a telephone pole which pole is located at a point where Witham Street intersects Salt Island Road and then running northerly by the westerly side line of Witham Street about eighty (80) feet to the location of another telephone pole; then running westerly about twenty-five (25) feet at land of the City of Gloucester; southerly about eighty (80) feet, still land of said City, and easterly twenty-five (25) feet still by land of said City, to the point of beginning.
- 8.2.2 A triangular parcel of land consisting of 400 square feet, more or less, located near the intersection of Thatcher Road and Witham Street.

SECTION 8.3 TERM

The term of this lease shall be from **May 1, 2009 to April 30, 2012.**

SECTION 8.4 RENT

The LESSEE shall pay the LESSOR at the following rate:

May 1, 2009 to April 30, 2010 -- **Six Thousand, Five Hundred dollars (\$6,500.00)** assessors recommendation

May 1, 2010 to April 30, 2011 -- **Six Thousand, Five Hundred dollars (\$6,500.00)**

May 1, 2011 to April 30, 2012 -- **Six Thousand, Five Hundred dollars (\$6,500.00)**

Such rent shall be payable in advance of each year on or before May 1 to the City Treasurer.

SECTION 8.5 USE OF LEASED PREMISES

The LESSEE shall use the leased premises described in paragraph 8.2.1 above solely for parking motor vehicles in connection with the operation of the Good Harbor Beach Inn. The LESSEE shall not allow the general public to use the leased premises described in paragraph 8.2.1 above for any purpose, including parking of motor vehicles, except that from November 15 to March 15 the premises may be used by the general public.

The LESSEE shall use the leased premises described in paragraph 8.2.2 above solely and exclusively for the erection and maintenance of a sign to advertise the Good Harbor Beach Inn. The LESSEE shall obtain all the necessary permits for the sign and shall comply with all laws, ordinances and regulations, including Section 4.3 of the Gloucester Zoning Ordinance, that may be applicable to its signs. The LESSEE shall, at LESSEE'S expense, landscape and maintain the leased premises described in paragraph 8.2.2 above and maintain the sign in good repair, as may be directed by the Director of Public Works.

LESSEE shall, at LESSEE'S expense, maintain the entire leased premises litter-free.

LESSEE may have towed all motor vehicles illegally parked on the leased premises, as allowed by law, provided there is a sign indicating that illegally parked cars may be towed.

LESSEE shall not use, and shall not permit the use of the public landing abutting the leased premises to the east for any purpose other than those for which a public land is normally used.

SECTION 8.6 COMPLIANCE WITH LAWS

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

SECTION 8.7 ASSIGNMENT AND SUBLEASING

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

SECTION 8.8 LESSOR'S ACCESS

The LESSOR or any agent of the LESSOR at reasonable times and with reasonable notice to the LESSEE enter to view the leased premises. The LESSOR may, with notice to the LESSEE, show the leased premises to others at any time within three (3) months before the expiration of the term.

SECTION 8.9 INDEMNIFICATION AND LIABILITY

The LESSEE shall indemnify and save the LESSOR harmless for any and all claims and all loss or damage occasioned by the use of the leased premises.

SECTION 8.10 LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the leased premises comprehensive liability insurance in the amount of \$1,000,000.00, with property damage insurance in limits of \$50,000.00. The policies shall be with responsible companies qualified to do business in Massachusetts and in good standing herein, insuring LESSOR as well as LESSEE against injury to persons or damage to property. The LESSEE shall deposit with the LESSOR certificates of insurance prior to the commencement of the term, and thereafter within thirty (30) days prior to expiration of any such policy. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days' prior written notice to each insured named therein.

SECTION 8.11 DEFAULT AND BANKRUPTCY

In the event that:

- 8.11.1 The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- 8.11.2 The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- 8.11.3 The LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.
- 8.11.4 The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may suffer by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE.

If the LESSOR makes an expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest at the rate of ten (10) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

SECTION 8.12 NOTICE

Any notice from LESSOR to LESSEE relating to leased premises or to the occupancy thereof shall be deemed to be duly served if mailed to Lynda W. Wallack, c/o Koshari Corporation, 1 Salt Island Road, Gloucester, MA. 01930 registered or certified mail, return receipt requested, postage prepaid.

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

SECTION 8.13 SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises including, without hereby limiting the generality of the foregoing, all signs erected by the LESSEE. LESSEE shall deliver to the LESSOR the leased premises in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

Signed and sealed this _____ day of April, 2009 by their duly authorized officers and representatives:

City of Gloucester, LESSOR

Koshari Corporation, LESSEE

By: _____
Mayor

By: _____
Authorized Signature & Title

Purchasing Agent

Approved as to Form:
General Counsel

ATTACHMENTS

LETTERS FROM ASSESSOR
AND FACILITY MANAGER



CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

March 9, 2009

To: Donna Compton, Purchasing Agent

From: Gary I. Johnstone, Assessor

Re: Good Harbor Beach 11 Space Parking Lease On Witham Street

As per your request, the assessors have attempted to determine a reasonable lease amount for 11 parking spaces situated on Witham Street which are a portion of the Good Harbor Beach parcel situated at 99 Thatcher Road (Map 184 and Lot 3) that have been and are currently leased and utilized by the Good Harbor Beach Inn. Mark Cole, DPW Operations Manager, has supplied beach parking statistics of full weekday and full weekend days at Good Harbor Beach in order to determine the potential gain or loss in beach revenues related to the eleven parking spaces on the full days. This scenario assumes that residents would be able to utilize the 11 parking spaces on Witham Street and thus free up 11 beach parking lot rental spaces. Over the previous 6 years there were an average of 14.83 full weekend days and 11.33 full weekday days in which the Good Harbor Beach lot was closed to paying beach guests. Utilizing these figures, there would be potential revenue losses for the next beach season of approximately \$6,570.85 based upon the 14.83 full weekend days at \$25/space per day times 11 spaces or \$4,078.25 and 11.33 full weekday days at \$20/space per day times 11 spaces or \$2,492.60. Based upon the calculated \$6,570.85 potential revenue loss figure, it appears that an annual lease of approximately \$6,500 would be reasonable for the 11 parking spaces which are to be leased to the Good Harbor Beach Inn for guest use.

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

To: Donna Compton, Purchasing Agent
Gary Johnstone, Assessor
Fr: Mark Cole, Operations Manager DPW
DT: March 4, 2009
Re: Witham Street Lease

There are 11 potential parking spaces with the Witham Street lease that could be utilized by the City for additional resident sticker parking during the beach operations season. The following information deals with the potential revenue gains that the City could receive if it did not lease the spaces and utilized those spaces for paying vehicles. This is assuming that the 11 spaces would be filled by residents thus potentially freeing up 11 spaces inside the beach parking lot for paying customers:

105 potential days of beach operations (Memorial to Labor Day)
68 potential weekdays of beach operation at \$20.00 per vehicle
37 potential weekend/holidays of beach operations at \$25.00 per vehicle

Last summer there were 10 weekend days where we stopped allowing entrance to the beach lot for paying customers for a period of time (11 spaces x \$25) for a potential loss of \$2,750.

Last summer there were 7 weekdays where we stopped allowing entrance to the beach lot for paying customers for a period of time (11 spaces x \$20) for a potential loss of \$1,540.

Total potential lost revenue was \$4,290.

This total is down some from previous years due to inclement weather and economic conditions. Previously we were looking at a potential lost revenue of \$6,600.

Cc: Mike Hale, DPW Director



**CITY OF GLOUCESTER 2008
CITY COUNCIL ORDER**

ORDER:	#CC2008-038
COUNCILLOR:	Tobey

DATE RECEIVED BY COUNCIL:	09/30/08
REFERRED TO:	B&F
FOR COUNCIL VOTE:	

Ordered, that the Budget & Finance Committee and the Administration review and report back to the council on the merits of two possible approaches to providing water and sewer rate relief to the community:

1. shifting some or all eligible debt service cost to the tax rate pursuant to G.L. 59 & 21C (n); and
2. billing water and sewer charges on a monthly basis in order to spread these costs in more predictable and manageable ways.

BTF



**CITY OF GLOUCESTER 2009
CITY COUNCIL ORDER**

ORDER: #CC2009-010
COUNCILLOR: Jackie Hardy

DATE RECEIVED BY COUNCIL: 03/10/09
REFERRED TO: B&F
FOR COUNCIL VOTE:

Ordered that the City Council investigate costs incurred from numerous groups that use City resources for generating revenue, including fairs, shows, performances, etc., and further

Ordered that the Council request, through the Mayor an accounting of city costs for all such functions and what current fees and/or remuneration, if any, the city receives so that a determination may be made to establish or increase said fees.

Jackie Hardy
City Councilor, Ward 4

**CITY OF GLOUCESTER
FEE COMPENDIUM
NOVEMBER 12, 2008**

DEPARTMENT ASSESSORS	TYPE	FEE	
Mail in Inquiry Fee		\$5.00	
Field Cards		\$1.00	per parcel
Document Copies		\$0.50	per page
Long Street Listing		\$350.00	
Short Street Listing		\$150.00	

DEPARTMENT	TYPE	FEE
BOARD OF HEALTH	Body Art-Establishment	\$150.00
	Body Art-Tattooing	\$100.00
	Body Art-Body Piercing	\$100.00
	Catering	\$60.00
	Disposal Works Installers	\$100.00
	Food Service-Establishment	\$150.00
	Food Service-Retail	\$100.00
	Food Service-Residential	\$75.00
	Plan Review for Food Service	\$50-\$100
	Frozen Desserts	\$60.00
	Tanning	\$50.00
	Funeral Directors	\$50.00
	Dumpsters-Owner	\$100.00
	Dumpsters-Individual	\$50.00
	Swimming Pools	\$120.00
	Food Service-Mobile w/PHF	\$150.00
	Food Service-Mobile w/o PHF	\$60.00
	Children's Camps	\$150.00
	Hotels, Motels	\$90.00
	Removal of Garbage (per truck)	\$75.00
Tobacco Sales	\$150.00	
Stables (per horse)	\$50.00	
Night Soil (per truck)	\$100.00	
Septic Transfer Station	\$25.00	
Liquor License Inspection	\$25.00	
Lodging, SROs, Inns	\$25.00	
Laundries, Laundromats	\$90.00	

DEPARTMENT
BOARD OF HEALTH

TYPE

FEE

Ice Skating Rink	N/C
Non-Compliance	\$50.00
Septic System Plan Review	\$250.00
Well Installation	\$125.00
Disposal Works Construction Permit	
Complete	\$240.00
Individual Component	\$120.00
Certificate of Rental Dwelling	\$90.00
Demolition Inspection	\$25.00
Temporary Food Service - w/PHF	\$120.00
Temporary Food Service - w/o PHF	\$60.00
Temporary Dumpster	\$25.00
Soil/Perc Test	\$240.00
Percolation Test Only	\$220.00
Plumbing Variance	\$25.00
Title 5 Inspection Report Review	\$100.00
Variance Hearing	\$75.00
Subcommittee Review	\$50.00
Subdivisions:	
Preliminary	\$175.00
Final	\$125.00
Special Permits	\$175.00

DEPARTMENT
CITY CLERK

TYPE

FEE

PRESET
FEE?

Carnival				NO
Raffle Permit		\$25.00	YES	YES
Underground Tank		\$45.00	YES	YES
Taxi Operator		\$30.00	YES	YES
Taxi & Private Livery License		\$30.00	YES	YES
Pool/Billiards		\$100.00	NO	NO
Bowling		\$100.00	NO	NO
Class I, II, III		\$100.00	YES	YES
Junk Dealers		\$50.00	YES	YES
2nd Hand Articles		\$50.00	YES	YES
Misc. Permits/Licenses			NO	NO
Special Council Permit		SEE ZONING ORDINANCE FEES \$350/\$1,000/ \$5,000.00	NO	NO
Major Project & Rezoning Fees		SEE ZONING ORDINANCE FEES	NO	NO
Hawkers & Peddlers City		\$54.00	YES	YES
Marriage Intention		\$24.00	YES	YES
Theater License		\$100.00	NO	NO
Antique Dealer		\$50.00	YES	YES
Auctioneers		\$35.00	YES	YES
St. Peter's Fiesta		DEPENDS ON AMUSEMENTS	NO	NO
Horribles Parade		N/A	NO	NO
Labor Day Fireworks		N/A	NO	NO
First Night		N/A	NO	NO
Business Certificate		\$60.00	YES	YES
Business Certificate Amnd/Disc.		\$5.00	YES	YES
Notary		\$1.00	YES	YES
Copies		\$0.25	NO	NO
True Copy Attest		\$2.00	NO	NO
Pole Permit & Underground Conduit		\$100.00	NO	NO

[plus \$2.00 per linear foot of conduit]

DEPARTMENT

TYPE

FEE

CITY CLERK

PRESET

FEE?

Passport Photo Fee	\$10.00	YES
Passport Filing Fee	\$25.00	YES

Charter Books	\$3.00	NO
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Outdoor Park Permit	\$100 PLUS \$10.00 PER VEHICLE	NO
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Data Processing	\$15.00	NO
Check Return Fees	\$25.00	YES

Code of Ordinance	DOES NOT INCLUDE COPY FEE; JUST ATTESTATION	NO
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Short Form Vital	\$3.00	YES
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Long Form Vital	\$15.00	NO
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2nd copy Long Form Vital	\$7.50	
Verification of Birth	\$5.00	

Burial Permit	\$10.00	YES
Amendments	\$50.00	YES

UCC-Search Fees	<i>[includes certified copy]</i>	NO
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Street Listing Books	\$15.00	YES
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Dog License-Male/Female	\$22.50	YES
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Late Fees	\$10.00	YES
Postage/Handling	\$1.00	YES

F1 Fishing	\$22.00	YES
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F2 Minor Fish 12-17	\$6.00	YES
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F3 Fishing 65-69	\$10.75	YES
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F4 Fishing 70+ & Handicap	\$0.00	YES
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F6 Non-Resident Fishing	\$32.00	YES
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F7 Non-Resident Fishing 3-day	\$18.00	YES
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F8 Resident Fishing 3-day	\$7.00	YES
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F9 Non-Resident Minor Fishing	\$6.00	YES
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T1 Resident Trapping	\$30.00	YES
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T2 Resident Trapping Minor	\$6.00	YES
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T3 Resident Trapping Age 65-69	\$14.75	YES
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DF Duplicate Fishing	\$2.50	YES
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DEPARTMENT	TYPE	FEE	PRESET FEE?
CITY CLERK			
	DT Duplicate Trapping	\$2.50	YES
	H1 Resident Hunting	\$22.00	YES
	H2 Resident Hunting, Age 65-69	\$10.75	YES
	H3 Resident Hunting, Handicapped	\$0.00	YES
	H4 Resident Alien Hunting	\$22.00	YES
	H5 Non-Resident Hunting, Big Game	\$94.00	YES
	H6 Non-Resident Hunting, Small Game	\$60.00	YES
	H8 Resident Minor Hunting	\$6.00	YES
	S1 Resident Sporting	\$39.50	YES
	S2 Resident Sporting, Age 65-69	\$19.50	YES
	S3 Resident Sporting, Age 70+ & Handicap	\$0.00	YES
	DH Duplicate Hunting	\$2.50	YES
	DS Duplicate Sporting	\$2.50	YES
	M1 Archery Stamp	\$5.00	YES
	M2 Waterfowl Stamp	\$4.75	YES
	M3 Primitive Firearms Stamp	\$5.00	YES
	W1 Wild Conser. Stamp (Resident)	\$5.00	YES
	W2 Wild Conser. Stamp (Non-Resident)	\$5.00	YES
	Resident Clam	\$40.00	YES
	Non Resident Clam 1-day	\$25.00	YES
	Non Resident Clam - Year	\$175.00	YES
	Commercial Clam	\$400.00	YES
	Commercial Clam - Student	\$200.00	YES
	Commercial Eel	\$50.00	YES

DEPARTMENT	TYPE	FEE
DPW-SOLID WASTE	Residential Rubbish	
	Bulky item sticker	Trash Bag \$2.00
	Appliance/CRT	Sticker \$25.00
	New Recycling Bin	\$5.00
DPW-CEMETERY	Grave	\$500.00
	Cremation Grave	\$250.00
DPW-WATER	Final Reading	\$35.00
	Service Turn on/off	\$50.00
	Meters (includes bracker and RF)	
	5/8 inch	\$225.00
	3/4 inch	\$275.00
	1 inch	\$350.00
	1.5 inch	\$400.00
	2 inch	\$600.00
Water taps	1 inch	\$250.00
	1.5 inch	\$350.00
	2 inch	\$450.00
	4 inch	\$600.00
	6 inch	\$750.00
	8 inch	\$1,000.00
Backflow Device	Test	\$45.00
DPW-MISC.	Sidewalk Obstruction	\$75.00
DPW-SEWER	Septage (Gloucester only)	\$80.00 per 1000 gallons
	Holding Tank Waste (Gloucester only)	\$12.09 sewer rate per 1000
	Recreational vehicles (residential and tourist)	\$5.00

DPW
ENGINEERING

TYPE

FEE

Sewer Connection	
Residential	\$100.00
Commercial/Industrial	\$200.00

Sewer Extensions	
Plan Review - per linear foot	\$1.00
Inspection - per linear foot	\$2.00

Drainage & Grading	
Residential Additions	\$100.00
Residential/New Construction	\$200.00
Commercial Additions	\$200.00
Commercial/New	\$400.00

Road Opening	
Application - each	\$200.00
Inspection - each	\$300.00
TOTAL	\$500.00
Drain Layer Application	\$100.00

DPW
PUBLIC PROPERTY

TYPE

FEE

Beach Stickers

Resident	\$20.00
Resident (non-domiciled)	\$20.00
Senior Citizen/Resident (65+)	N/C
Essex/Rockport Resident	\$100.00
Non resident/Summer Rental (200)	\$250.00

Parking Rates

Automobile/SUV/Miniva
n

Good Harbor Beach/Wingaersheek	
Weekdays 8 to 3	\$20.00
Weekdays 3 to 5	\$10.00
Weekends/Holidays 8 to 3	\$25.00
Weekends/Holidays 3 to 5	\$15.00
Weekdays	\$10.00
Weekends/Holidays	\$15.00
Stage Fort Park	

DPW
PUBLIC PROPERTY

TYPE

FEE

Parking Rates: Good Harbor Beach/Wingaersheek/Stage Fort Park

<i>Motorcycle</i>	\$5.00
<i>Van (+7 seats) weekdays only</i>	\$15.00
<i>Bus (+12 seats) weekdays only</i>	\$20.00
<i>Bus (+25 seats) weekdays only</i>	\$25.00

Guest Voucher Discounts	Stage Fort Park	\$5.00	off daily rate
	Good		
	Harbor/Wingaersheek	\$10.00	off daily rate

BEACH & PARK RENTAL FEES

Wingaersheek Group area use permit	\$25.00	daily
Stage Fort Park group area use permit (non catered)	\$25.00	daily
Stage Fort Park group area use permit (catered)	\$200.00	daily
Stage Fort Park (Bandstand/Gazebo)	\$100.00	2 hour maximum
Stage Fort Park (Rose Garden)	\$100.00	2 hour maximum
Stage Fort Park/Beach (off season, commercial)	\$300.00	daily
Stage Fort Park/Beach (in season, commercial)	\$500.00	daily
Beach/Park Permit (Schools/YMCA/Camps, etc.)	\$25.00	

DEPARTMENT
 FIRE DEPARTMENT
 AMBULANCE
 SERVICE:

TYPE	FEE
BLS Non-Emergency	\$385.98
BLS Emergency	\$617.58
ALS Non-Emergency	\$463.19
ALS 1 - Emergency	\$733.38
ALS 2	\$1,061.46
SCT Special Care Transport	\$1,254.45
Oxygen	\$78.41
Airways	\$190.44
MAST	\$112.01
IV Therapy / IV Drugs	\$168.00
Cardiac Monitoring	\$235.25
Defibrillation	\$168.00
BLS Mileage	
ALS Mileage	
Single Mileage Rate	\$21.25
Extra EMT	\$300.00

DEPARTMENT
INSPECTIONAL
SERVICES:

TYPE

FEE

Building Permit Fees:

Application Fee	\$40.00	plus \$7.00 per \$1,000 of total cost of construction
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**Plumbing and Gasfitting
Fees:**

Single and Two Family Residences	\$25.00	for permit per fixture
Three or more family Residences:	\$10.00	for permit per fixture
Commercial:	\$50.00	for permit per fixture
Commercial:	\$10.00	for permit per fixture
Re-inspection fee-Plumbing Work without Permit- Plumbing	\$50.00	3 X Fee
Electrical Permit Minimum Fee	\$30.00	Residential 1 & 2 Family Minimum

DEPARTMENT
INSPECTIONAL
SERVICES:

TYPE

FEE

New Construction &

Additions:

(Building Permits Issued)

Residential:

\$3.00 per thousand

[based on estimated cost as
stated on building permit]

Commercial - Minimum
Commercial

\$50.00

[based on estimated cost as
stated on building permit]

\$4.00 per thousand

SERVICES:

Residential			
100-200 amps	1-3 meters	\$30.00	per additional meter
201-600 amps	over 3 meters	\$5.00	meter
	1-3 meters	\$50.00	
	over 3 meters	\$5.00	per additional meter
Commercial			
100-200 amps	1-3 meters	\$50.00	per additional meter
	over 3 meters	\$10.00	meter
201-600 amps	1-3 meters	\$75.00	per additional meter
	over 3 meters	\$10.00	meter
Over 600 amps		\$100.00	per hundred amps over 600
		\$10.00	amps

DEPARTMENT
INSPECTORIAL
SERVICES:

TYPE

FEE

GENERAL WIRING
(RESIDENTIAL &
COMMERCIAL)

Annual Maintenance Permit		\$300.00	
Feeder & Panel Wiring		\$30.00	
Machine & Motor Wiring		\$30.00	
Temporary Wiring (Temp Service)		\$30.00	
Swimming Pools		\$30.00	
Gasoline Stations (complete)		\$125.00	
Gasoline Pumps		\$30.00	
Carnivals & Shows		\$100.00	
Laundromats		\$200.00	
Complete Fire and/or Burglar Alarms			
	Residential	\$30.00	
	Commercial	\$100.00	
Electric signs		\$30.00	
Furnaces		\$30.00	
Smoke Detectors		\$30.00	
Appliances		\$10.00	each / Minimum \$30.00
Electric Heat (per 2,000 watts)		\$7.50	with a minimum of \$30.00
Siding Permits		\$30.00	
Well pump		\$30.00	
Sewer Ejector Pump		\$30.00	
Re-inspection Fee		\$50.00	payable prior to inspection
Work without a permit			subject to 3 times the permit fee

NOTE:

NOTE:

All permit fees are non-refundable

DEPARTMENT
ZONING ORDINANCE FEES

TYPE

FEE

Application for City Council Special Permit

\$350.00

Application for City Council Major Project Special Permit

1% of construction costs but in no event less than \$1,000 or more than \$5,000

Application for City Council Personal Wireless Service Facility Special Permit

1% of construction costs but in no event less than \$1,000 or more than \$5,000

Application to the City Council to amend the Zoning Ordinance

\$350.00

Application for Planning Board Special Permit

\$350.00

Application to the Zoning Board of Appeals for Special Permit, Variance or appeal from the

Decision of Inspector of Buildings

\$250.00

Building Permit

\$40.00 plus \$7.00 per each \$1,000 of total construction costs

Use Permit

\$40.00

Occupancy Permit

NO CHARGE

DEPARTMENT

TYPE

POLICE	Firearms permit	\$100.00	to City of Gloucester to Commonwealth of Mass.
Administrative Fee - Road Details		NOTE:	\$25.00 to Commonwealth of Mass.
Request for Police Reports by insurance companies and attorneys		NOTE: No admin. fee charged for City of Gloucester details	10% of fee
		\$5.00	per accident report
		\$1.00	per page for other reports

DEPARTMENT	TYPE	FEE	
PURCHASING	Request for Qualifications-Design Services-Building Project	\$15.00	ADMINISTRATIVE FEE-NON-REFUNDABLE
	Request for Proposals-Design Services--Public Works Projects	\$15.00	ADMINISTRATIVE FEE-NON-REFUNDABLE
	Request for Proposals-Design Services-Not Construction Related	\$15.00	ADMINISTRATIVE FEE-NON-REFUNDABLE
	Invitations for Bids-Building Repair or Construction Project	\$50.00	DESIGNER-NON-REFUNDABLE
		\$25.00	DESIGNER-MAILING FEE-NON-REFUNDABLE
			IN-HOUSE - MAILING FEE-NON-REFUNDABLE
	Invitations for Bids-Public Works Repair or Construction Project	\$50.00	DESIGNER - REFUNDABLE
		\$25.00	DESIGNER - MAILING FEE-NON-REFUNDABLE
		\$15.00	IN-HOUSE - MAILING FEE-NON-REFUNDABLE
		\$15.00	NON-REFUNDABLE
	Request for Proposals-Supplies and/or Services	\$15.00	NON-REFUNDABLE
	Surplus Disposition-Real Estate & Other City-Owned Property	\$15.00	NON-REFUNDABLE

DEPARTMENT

TYPE

FEE

TREASURER

Delinquent fees: there are various fees such as demand fees, warrant fees, fees for deed preparation advertisement of tax takings, etc. There are about 25 different categories and all have different amounts. These fees are established by statute (generally found in MGL Ch 60, section 15).

Bad check fee of 1% of the bounced check, with a minimum fee of \$25.00, as prescribed by MGL Ch 60, section 57A.

Photocopies \$1.00 per page, in excess of 5 pages

Fee for getting written confirmation of old (3+ years) tax payments \$15.00 These requests require us to access records stored off site.

COLLECTOR

Municipal Lien Certificates:

Land less than one acre with no permanent structure \$25.00

Land with no more than a single family residence and outbuildings \$25.00

Land with no more than a two family residence and outbuildings \$25.00

Land with no more than a three family residence and outbuildings \$25.00

Land with residence of four or more families \$100.00

Land with a commercial, industrial or public utility concern structure \$150.00

Farms, forest land and all other real property \$50.00

Land with one acre or more with no permanent structure \$50.00

DEPARTMENT	TYPE	FEE
WATERWAYS	Private Mooring:	
	Resident	\$4.00 per foot
	Non-Resident	\$6.00 per foot
	Late Filing	\$50.00 per permit
	Transient Mooring:	
	Marine Business	\$200.00 per season
	Harbormaster	\$25.00 per night
	Wait List:	
	Late Filing	\$10.00 per application (annually)
		\$50.00 per application (annually)
	10A Seasonal Float Permit	\$50.00 per season
	Dinghy Dock (12 feet or less)	\$50.00 per season
	[Cripple Cove, Magnolia Pier, Lobster Cove]	
	Dun Fuddin Boat Ramp:	
	Daily User Fee	\$5.00
	Season Pass - 18 feet <	\$35.00
	Season Pass - greater	\$50.00
	Commercial Hauler - Daily	\$35.00
	Commercial Hauler - Season	\$350.00
	Improperly marked mooring buoy	\$50.00
	Not properly displaying mooring identification sticker	\$50.00
	Violating use of transient moorings	\$50.00

**CITY OF GLOUCESTER
AUDITOR'S OFFICE**

March 13, 2009

RECEIVED

MAR 12 2009

Mayor's Office

TO: CITY COUNCIL
FROM: CITY AUDITOR
RE: CODE OF ORDINANCE CHAPTER 2, ADMINISTRATION, ARTICLE III,
OFFICERS AND EMPLOYEES, DIVISION 6, CITY AUDITOR, S 2-104
p. 161, EFFECTIVE MARCH 1, 1986
cc: MAYOR CAROLYN KIRK

S 2-104 DUTY WHEN APPROPRIATIONS ARE EXHAUSTED
WHENEVER THE APPROPRIATIONS FOR ANY DEPARTMENT FOR ANY OBJECTS HAVE
BEEN EXHAUSTED, THE CITY AUDITOR SHALL COMMUNICATE THE FACT TO THE
MAYOR AND THE CITY COUNCIL, AND ALL EXPENDITURES THEREFORE SHALL CEASE
UNTIL A FURTHER APPLICATION IS DULY MADE.

AS OF THE WEEK ENDING MARCH 13, 2009. THE FOLLOWING ACCOUNTS HAVE
EXPENDITURES THAT EXCEED THEIR APPROPRIATIONS: CITY DEPARTMENTS

<u>ACCOUNT #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT OVER</u>
101000.10.138.51100.51	Purchasing, Sal/Wage Perm	(\$8,927.85.)
101000.10.138.51400.51	Purchasing Sal/Wage Longevity	(\$901.10)
101000.10.152.51970.51	Retirement-Sick Buy Back	(\$27,649.44)
101000.10.211.51350.51	Police Uniform Court Overtime	(\$10,704.40)
101000.10.423.51310.51	DPW Snow/Ice Overtime	(\$89,822.05)
101000.10.423.52970.52	DPW Snow/Ice Contract	(\$599,232.63)
101000.10.423.53900.52	DPW Snow/Ice Snow Removal Contracts	(\$22,118.04)
101000.10.423.54900.54	DPW Snow/Ice Removal Food & Food Serv.	(\$2,150.00)
101000.10.423.55410.54	DPW Snow/Ice Salt/Sand Road	(\$335,448.82)
101000.10.543.57700.57	Verteran's Service Vets Direct Assess	(\$20,830.82)

