

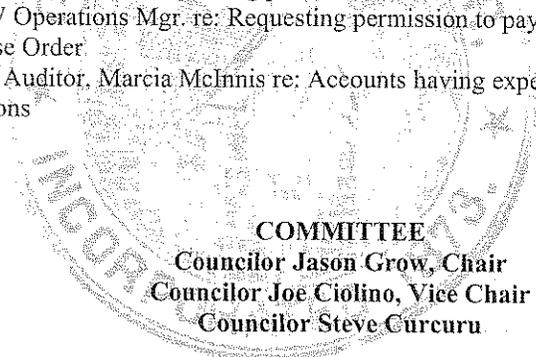


# City of Gloucester City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930  
Telephone 508-281-9722 Fax 508-281-8472

CITY COUNCIL  
AND  
CITY COUNCIL STANDING COMMITTEE  
**Budget and Finance**  
Thursday, December 10, 2009 – 7:00 p.m.  
1<sup>st</sup> Fl. Council Conference Room – 9 Dale Avenue, City Hall  
A G E N D A

1. Old Business:
  - COM2009-035: Letter from American Legion and Memo from Jim Duggan, Chief Administrative Officer re: Legion Memorial Building
2. Memo from Chief Dench re: Acceptance of Fire Service Staffing Grant
3. Request from Fire Department to apply for SAFER Grant from Department of Homeland Security
4. Memo and Special budgetary Transfer Request (#10-16) from Fire Chief
5. Memo from DPW Director re: Requesting permission to lease a Volvo L70F Wheel Loader
6. Memo from DPW Operations Mgr. re: Requesting permission to pay an invoice for services without a Purchase Order
7. Report from City Auditor, Marcia McInnis re: Accounts having expenditures which exceed Their appropriations
8. Other Business



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

**Committee members – Please bring relevant documentation**

CC: Mayor, Jim Duggan  
Fire Chief Philip Dench  
Mike Hale  
Nancy Papows  
Marcia McInnis

09 DEC - 3 AM 11:39  
CITY CLERK  
GLOUCESTER, MA



*For God and Country*

# CAPT. LESTER S. WASS POST NO. 3

of

THE AMERICAN LEGION

Department of Massachusetts Inc.

Post Office Box 122

Gloucester, Mass. 01930

01930 GLENK  
GLOUCESTER, MA

09 OCT -7 PM 1:17

October 5, 2009

Gloucester City Council  
C/O Mr. James Duggan  
9 Dale Ave.  
Gloucester MA, 01930

Dear City Councilors,

Currently, The Capt. Lester S. Wass Post 3 American Legion resides in The Legion Memorial building that is owned by the City of Gloucester and was dedicated to the American Legion by the City of Gloucester in 1921. In the past, we have shared a 88-year relationship with the city and we would like to keep this situation intact. The Legion would like to take this opportunity to give you some background on our current status and our plans for the future of the American Legion organization in Gloucester.

Our American Legion Family has created a committee to plan activities for continued operations of our organization, for example pancake breakfasts and dinner dances. We are committed to maintaining the building as a post home. First, we would like to state that we are debt-free, have a good relationship with prior vendors and have no liens on our liquor license. Our plan includes re-opening the lounge. We plan to actively pursue community relationships to increase the number of fundraisers for ourselves and other non-profit organizations. We have already started fundraising for our annual Thanksgiving, Christmas, and Easter dinners, which each feed 200-300 elderly and shut-in individuals on each holiday.

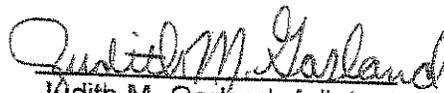
Financially, American Legion, Post 3, is a non-profit organization. We also provide a meeting place for veterans to get together and a support organization for our members. As an organization, we are veterans that are still serving America and our community through all of our different programs.

American Legion, Post 3, understands that these are tough times for the City of Gloucester just as they are for us. With this being said, it seems that it may still be in the best interest of both parties to renew our lease agreement. We request that we rent the building for \$1 per year, and

have all the utilities put in our name so we can assume full responsibility for them.

In closing, our goal is to stay in the building that has been our home for almost 90 years. We want to continue the work and services that we provide to this community and we need the support of the Gloucester City Council to do so. We look forward to working with you to keep a 90-year old tradition alive.

  
Albert L. West, Jr., Commander

  
Judith M. Garland, Adjutant

CC: Mayor Kirk  
City Clerk

City Hall  
Nine Dale Ave  
Gloucester, MA 01930



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

CITY OF GLOUCESTER  
OFFICE OF THE MAYOR

## *Memorandum*

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

From: Jim Duggan, Chief Administrative Officer 

Date: October 9, 2009

**Re: Legion Memorial Building**

Over the course of the year I have had conversations with the Commander and members of the Captain Lester S. Wass Post 3 American Legion. The crux of the conversations centered on the outstanding issues and their intentions of a lease agreement that the Administration, City Council and Legion can be comfortable with.

As you may recall, the dominant issue as to why the lease was not renewed was because the level of rent did not adequately cover the annual utility expenses. When faced with the issue, the Legion's ability to generate sufficient revenue through functions and bar proceeds to cover the expenses was stymied by the requirement that a sprinkler system had to be installed. This requirement was based on the Legions utilization of both the first and second floors for club activities. The second floor was being used for meetings, darts, cribbage, etc., as well as a function hall, thus becoming an extension of the club.

According to Deputy Fire Chief Steve Aiello, since the decision of the City Council in early 2007, changes through the State Fire Marshall's Office have cast new light that could potentially permit the Legion to generate the necessary revenue. Clubs such as the Legion were ordered to install a sprinkler system, but on appeal to the Marshall's Office it was determined that function halls are not required to have sprinkler systems installed unless the adjoining occupancy (the Legion bar area) had an occupancy of 100 or more. Consequently, if the Legion occupies just the first floor, keeps the occupancy under 100 and rents out the second floor only for functions, no sprinkler is required.

Safety requirements would still be prevalent. The Legion would be allowed to have baby showers, bridal showers, etc. by right. However, in the event they were renting the function hall for a wedding reception, halloween party, casino night and other events where loud music, dim lighting, etc., is normally found in a "nightclub type atmosphere",

a permit from the Fire Department would be required. The atmosphere of the event would trigger whether an inspection of the premises to assess the building for compliance with the life safety code is required.

Therefore, I respectfully request that the matter be referred to the Budget and Finance Committee for their review and recommendation to the City Council. Attached for your information is the proposal I recently received from the Commander outlining their method and commitment of maintaining the building as a Post.

# City of Gloucester

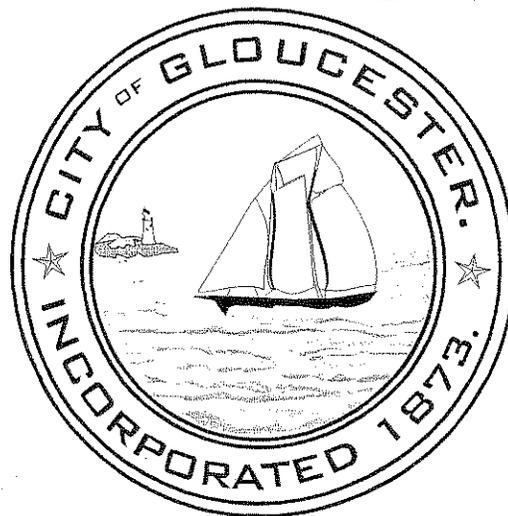
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

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



## Request for Proposals #10101

Disposition by Lease

City of Gloucester

Property Located at

**8 WASHINGTON STREET**

Date of Issue:

Final Submission Date



To: Cape Ann Beacon

From: Donna Compton, Purchasing Agent

Date:

Re: Please run this ad as small as possible on Friday, and Friday, July 00, 2008

**CITY OF GLOUCESTER, MA.  
REQUEST FOR PROPOSALS # 10101  
Lease of City-Owned Property  
Located at 8 Washington Street, Gloucester, MA.**

Pursuant to M.G.L.c 30B, the City of Gloucester is seeking proposals for the lease of City owned property located at 8 Washington Street, shown on assessor's map 2, lot 31. The space available for lease is approximately 6,776 SF. The Mayor and the City Council have declared the property available for disposition to a Gloucester Veteran's organization dedicated to advocating and delivering programs and activities for local veterans and performing civic services for the community. The Request for Proposal package will be available on **Friday,** at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **Friday,** at 11:00 a.m.. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts. **The City shall not be responsible for proposals arriving late for any reason.**

**Donna Compton**  
Purchasing Agent

**DRAFT**



**CENTRAL REGISTER POSTING**

**CENTRAL REGISTER - ACQUISITION OR DISPOSITION OF REAL PROPERTY**

CR-2 The proposed sale, rental, acquisition or disposition of public property which is 2,500 sq. Ft. Or more Must be published 30 days prior to the proposed deadline

<b>AWARDING AUTHORITY</b>	
AGENCY:	PROJECT NUMBER: 10101
CITY OF GLOUCESTER	PROPOSED DEADLINE DATE AND TIME:
OFFICE OF THE PURCHASING AGENT	
CITY HALL, 9 DALE AVENUE, GLOUCESTER, MA 01930	
CONTRACT INFORMATION:	FAX: 978-281-8763
NAME: DONNA COMPTON, PURCHASING AGENT	PHONE: 978-281-9710
DESCRIPTION OF PROPERTY:	
<p>Pursuant to M.G.L.c 30B, the City of Gloucester is seeking proposals for the lease of City owned property located at 8 Washington Street, shown on assessor's map 2, lot 31. The space available is approximately 6,776 SF. The Mayor and the City Council have declared the property available for disposition to a Gloucester Veteran's organization dedicated to advocating and delivering programs and activities for local veterans and performing civic services for the community. The Request for Proposal package will be available on Friday, at the Office of the Purchasing Agent.</p>	
ESTIMATED VALUE, SOURCE OF VALUATION: Assessor's Actual Rental Report estimates market value to be \$142,296.00	
ADDITIONAL INFORMATION: □	

DRAFT



**REQUEST FOR PROPOSALS # 10101**  
**Lease: 8 Washington Street**

**INTRODUCTION:**

Pursuant to M.G.L.c 30B, the City of Gloucester requests sealed proposals for the leasing and use of City owned property located at 8 Washington Street, Gloucester, MA for a **three year** period. The Mayor and the City Council have declared this property available for disposition by lease to promote the following public purpose: **Provide a facility to an experienced veterans organization dedicated to advocating and delivering programs and activities for local veterans and performing civic services for the community.** Market research obtained from the City of Gloucester Assessor's Department Actual Rental Report estimates the market value to be \$142,296.00 for the length of the 3 year contract. The **successful** proposer shall submit a \$200 payment for administrative costs. The payment should be by check.

**RFP AVAILABILITY/DEADLINE**

The Request for Proposal package will be available on \_\_\_\_\_ at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than \_\_\_\_\_ at 11:00 a.m.

**TERMS AND CONDITIONS:**

**Only Gloucester Veteran's Organizations with a national charter may respond to RFP.**

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

**SUBMISSION REQUIREMENTS:**

- Each proposer must include a signed "Non-Collusion Statement". The City will reject any bid for failure to submit the signed "Non-Collusion Statement".

**Proposers must be submitted in a sealed package in the following manner:**

**Package:** Clearly mark (label) in the lower left-hand corner of the envelope  
 RFP # 10101 Lease: 8 Washington Street Proposer's name and address  
**Opening date:** \_\_\_\_\_ **Time of opening:** 11:00 a.m.







**CERTIFICATE OF NON-COLLUSION**

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

Bidder: \_\_\_\_\_ Address: \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**TAX COMPLIANCE**

**IF A CORPORATION:**

State in which Incorporated \_\_\_\_\_  
 President \_\_\_\_\_  
 Treasurer \_\_\_\_\_  
 Secretary \_\_\_\_\_

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

**IF A PARTNERSHIP (Name All Partners):**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
_____	_____	_____	_____

**IF AN INDIVIDUAL:**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

**IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:**

<u>Name of Firm</u>	<u>Business Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

<u>Name of Individual</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

**ATTESTATION CLAUSE**

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

Social Security No. Or Federal Identification No

Signature or Individual or Corporate Name

Corporate Officer (If Applicable)



**SUCCESSFUL PROPOSER ONLY**

THIS FORM IS TO BE RETURNED TO THE PURCHASING DEPARTMENT WITH YOUR SIGNED CONTRACT. THE CITY 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 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.

1.1 Public agency involved in this transaction: **City of Gloucester, MA.**

1.2 Complete legal description of the property: **8 Washington Street  
 Gloucester, MA. 01930  
 Assessor's Map 2, Lot 31**

1.3 Type of transaction: Sale: N/A Lease from to

1.4 Seller: N/A Lessor: **City of Gloucester, Ma.**

Purchaser N/A Lessee:





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

Name	Address

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

Name	Title or position

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

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

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

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





**LEASE 10101**

**1. PARTIES**

This lease agreement is between the City of Gloucester, LESSOR, which expression shall include its successors and assigns and the \_\_\_\_\_, LESSEE, which expression shall include its successors and assigns.

**2. PREMISES**

The LESSOR hereby leases to the LESSEE the building located at 8 Washington Street, Gloucester, Massachusetts, described as Lot 31 on Assessor's Map 2.

LESSEE may use second floor function area for functions. See attached memo from Jim Duggan, Chief Administrative Officer.

**3. TERM**

The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_

**4. RENT**

The LESSEE shall pay the LESSOR rent in the amount of One dollar per year plus all utilities including water and sewer.

**5. UTILITIES**

The LESSEE will pay the full cost of all utilities, including water and sewer.

**6. USE OF LEASED PREMISES**

LESSEE shall use the leased premises for Veteran's activities, fundraising, community activities, and public services. LESSEE shall not display, hang, post, or in any way affix any sign, poster, banner, or anything of like nature to the exterior of the leased premises, unless authorized by the DPW Director.

**7. COMPLIANCE WITH LAWS**

The LESSEE shall make no use of the premises which is contrary to any federal, state, or municipal law. LESSEE shall comply fully with Massachusetts General Laws, Chapter 270, Section 22 which prohibits smoking in public buildings.

**8. MAINTENANCE OF LEASED PREMISES**

LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of the lease, reasonable wear and tear, damage by fire, or other casualty excepted. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, defaced, nor to suffer any waste. LESSOR shall be responsible for normal day-to-day maintenance including but not limited to repairs to plumbing, heating and electric as necessary due to reasonable wear and tear. LESSEE shall be responsible for all maintenance and repairs due to intentional and negligent misuse of the property.

**9. ALTERATIONS AND ADDITIONS**

The LESSEE shall not make alterations or additions of any kind to the leased premises, structural or nonstructural.

**10. 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. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of covenants of this lease.

**11. LESSOR'S ACCESS**

LESSOR or any agent of the LESSOR shall have access to the leased premises and may enter at any time, upon reasonable notification to the LESSEE, to perform the functions as LESSOR.

**12. LESSEE'S INSURANCE AND INDEMNIFICATION**

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part or which shall be contrary to any applicable law or regulation.

**A. General Liability Insurance**

The LESSEE shall maintain with respect to the leased premises comprehensive public liability insurance in the amount of \$1,000,000/\$1,000,000 with property damage in the amount of \$250,000.00, in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the LESSOR as well as the LESSEE against injury to persons or damage to property. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of such policies. All such certificates of insurance shall provide that such insurance policies shall not be canceled without at least ten (10) day prior notice to each insured named therein.

Liquor Liability Indemnification The LESSEE shall indemnify and hold harmless the LESSOR for any claim for bodily injury, death or property damage made against LESSOR related to the LESSEE'S sale, service or furnishing of alcoholic beverages on the leased premises.



13. **FIRE AND CASUALTY**

Should the whole or any part of the leased premises or of any property of which they are a part be damaged by fire or other casualty, the LESSEE or the LESSOR may elect to terminate this lease. If the lease is terminated under such conditions, a just and proportionate abatement of rent shall be made to the LESSEE.

14. **DEFAULT BY LESSEE**

- if:
  - a. LESSEE shall default in the observance or performance of the LESSEE'S covenants, agreements or obligations under this lease and such default is not corrected within thirty (30) days after written notice thereof; or
  - b. LESSEE shall default in the performance of any representation, covenant, agreement or obligation, or fails to meet any specification contained in LESSEE'S Proposal for this lease, and if any such default or failure is not corrected within thirty (30) days after written notice thereof; then LESSOR shall have the right to terminate this lease and take possession of the leased premises.

15. **DEFAULT BY LESSOR**

If LESSOR shall default in the observance or performance of LESSOR'S covenants, agreements or obligations under this lease and such default is not corrected within thirty (30) days after written notice thereof, the LESSEE shall have the right to terminate the lease and a just and proportionate abatement of rent shall be made to the LESSEE.

16. **MISCELLANEOUS**

If requested by the City, the LESSEE may assume responsibility for providing bar service on the second floor during City of Gloucester functions. Proceeds from the bar service belong to the LESSEE.

17. **NOTICE**

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

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

18. **SURRENDER**

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises. LESSEE shall deliver to the LESSOR all keys and locks to the leased premises and fixtures connected thereto. LESSEE shall leave the leased premises in the same condition as they were at the commencement of the term, or as they were put during the term hereof, reasonable wear and tear and damage by fire and other casualty excepted.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, by the duly authorized officers and representatives.

LESSOR, City of Gloucester

LESSEE, By: \_\_\_\_\_

\_\_\_\_\_  
Carolyn Kirk, Mayor

\_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
Mark Cole, Contract Manager

\_\_\_\_\_  
Mike Hale, DPW Director

Approved as to Form:

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



# CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930  
OFFICE OF THE ASSESSORS

October 15, 2009

To: Donna Compton, Purchasing Agent

From: Gary Johnstone, Assessor

Re: 8 Washington Street Lease

The subject improvements are on a 6,290 square foot site located at 8 Washington Street (Map 2 & Lot 31) which is a slightly inferior business location situated slightly off of the "downtown" shopping area. The subject site is improved with a large 6,776 square foot older wood frame structure utilized as a social club and function hall with this space considered to be much larger than typically desired for a single tenant and is of inferior older finish and appeal.

The limited rental or lease data in the immediate and several alternative locations which was considered most suitable or reasonably similar in appeal to the subject property was reviewed in order to determine a reasonable rental or lease amount. The fourteen office, retail, social club, restaurant or bar rentals, leases or listings indicated a range of \$6.33 to \$12.00 per square foot with an average of \$8.01 per square foot and a median of \$8.60 per square foot with the tenants typically responsible for the utilities. I feel that a market rental on the lower end of the indicated range or approximately \$7.00 per square foot with the tenant responsible for the utilities would be most appropriate and suitable for the subject property given the size and appeal of the building and the decentralized location.

Respectfully submitted,

Gary I. Johnstone  
Assessor

PROPERTY OWNER	TOPO	UTILITIES	STRT./ROAD	LOCATION	DESCRIPTION	CODE	APPRAISED VALUE	ASSESSED VALUE	ASSESSED VALUE
GLoucester City of					EXEMPT EXMLAND	9030	428,300	156,400	428,300
Additional Owners:									156,400
SUPPLEMENTAL DATA									
Other ID: 0002 0031 001									
SUB-DIV PP ACCT WARD PREC.									
GIS ID: 90									

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	W/G	W/L	SALE PRICE	V.G.	Yr.	Code	ASSESSED VALUE	Yr.	Code	ASSESSED VALUE	Yr.	Code	ASSESSED VALUE
GLoucester City of		01/01/1844			0		2008	9030	428,300	2007	9030	428,300	2006	9030	409,601
							2008	9030	156,400	2007	9030	156,400	2006	9030	147,701
Total: 584,700															

EXEMPTIONS	Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.	Total:
AMERICAN LEGION BUILDING										584,700
ASSESSING NEIGHBORHOOD										581,900
Total: 584,700										

OTHER ASSESSMENTS	Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.	Total:
ASSESSING NEIGHBORHOOD										581,900
Total: 581,900										

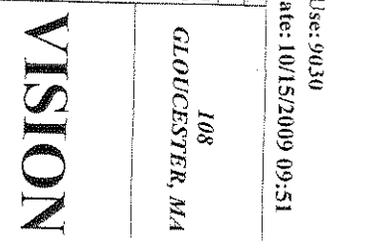
PREVIOUS ASSESSMENTS (HISTORY)	Yr.	Code	ASSESSED VALUE	Yr.	Code	ASSESSED VALUE	Yr.	Code	ASSESSED VALUE
	2008	9030	428,300	2007	9030	428,300	2006	9030	409,601
	2008	9030	156,400	2007	9030	156,400	2006	9030	147,701
Total: 584,700									

APPRAISED VALUE SUMMARY	Appraised Bldg. Value (Card)	Appraised XF (B) Value (Bldg)	Appraised OB (L) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value	Valuation Method:	Adjustment:	Net Total Appraised Parcel Value
	428,300			156,400		584,700			584,700

BUILDING PERMIT RECORD	Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
	1768-637	08/12/2002	CM	Commercial	11,000		0		SHED ROOFING
	9241-27	01/13/2000	CM	Commercial	189,000		0		CIELINGS/HANDICAP
	8194-919	12/23/1998	CM	Commercial	0		0		REPAIR BOILER RM
	LA-4897	09/20/1995	RE	Remodel	60,000		0		LEGION

LAND LINE VALUATION SECTION	Use	Zone	Frontage	Depth	Units	Unit Price	I Factor	S.A.	Disc	C Factor	ST. Idx	Adj.	Notes- Adj.	Special Pricing	Adj. Unit Price	Land Value
1	CITY C	R-4			6,290	SF	16.58	1.00	5	1.00	C07	1.50			24.87	156,400

Total Card Land Units: 0.14 AC Parcel Total Land Area: 0.14 AC																
Total Land Value: 156,400																



108  
GLoucester, MA

VISION ID: 90

State Use: 9030  
Print Date: 10/15/2009 09:51

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



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

CITY OF GLOUCESTER  
FIRE DEPARTMENT

MEMORANDUM

Date: November 24, 2009  
To: Mayor Carolyn Kirk  
From: Phillip S. Dench, Fire Chief  
Subject: Grant acceptance

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Mayor Kirk,

The Fire Department has been awarded a grant in the amount of \$388,125.00. This is a State EOPS funded grant with no match required. This money will be used to pay for overtime required to maintain current staffing and service levels that would have not been met due to personnel reductions and budget restraints.

I am requesting the Council accept this grant in the amount of \$388,125.00.

**Phil Dench**

**From:** Schey, Sonya (OGR) [Sonya.Schey@state.ma.us]  
**Sent:** Tuesday, November 24, 2009 10:31 AM  
**To:** Phil Dench  
**Subject:** Fire Services Staffing Grant  
**Attachments:** Copy of Attachment B Budget Worksheets Budget Detail and Summary.xls; Attachment F Letter Agreeing to Not Supplant Funds.doc

Dear Chief Dench,

I am pleased to inform you that your department has been awarded Round 2 Fire Services Staffing grant from American Recovery and Reinvestment Act funds. The award amount is \$388,125.00. I will serve as your grant manager from now until the end date of your award.

In order to proceed with developing and executing your contract I will need the documents listed below. Your budgets should be adjusted according to your award amount and continue to reflect, to the extent possible, the line items listed in your original budget.

The sooner the documents below are received the sooner I can proceed with executing your contract:

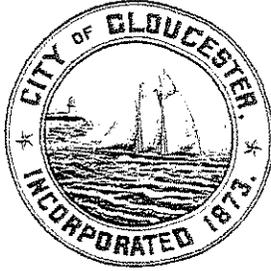
- Revised Budget (see attached worksheets)
- Letter Agreeing to Not Supplant Funds

**Please return all documents to me at the address below by Monday, December 7, 2009.**

Your attention to this matter is greatly appreciated. I will be in touch with you again once I have had an opportunity to review your documents. At that time, we will discuss additional matters such as instructions and timelines for contracting. Please feel free to contact me with any questions in the meantime.

**Sonya E. Schey**  
Grants Management Specialist  
Office of Grants & Research  
Executive Office of Public Safety and Security  
Ten Park Plaza, Suite 3720  
Boston, MA 02116-3933  
(617) 725-3336 Fax: (617) 725-0260  
Email: [sonya.schey@state.ma.us](mailto:sonya.schey@state.ma.us)

11/24/2009



City of Gloucester  
Grant Application and Check List

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

Name of Grant: Staffing for Adequate Fire and Emergency Response (SAFER)

Department Applying for Grant: FIRE

Agency-Federal or State application is requested from: Dept. of Homeland Security, FEMA

Object of the application: \_\_\_\_\_

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 11/24/09  
Signature Date

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

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

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

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

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

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

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

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

**From:** BARRY APTT [mailto:baptt@msn.com]

**Sent:** Tuesday, November 24, 2009 1:58 PM

**To:** Sefetia Romeo; Joe Ciolino; Jim Duggan; David Bain; Carolyn Kirk; Bruce Tobey; Bob Whynott; Jeff Towne; scurcuru@ci.gloucester.ma.us; Jackie Hardy

**Cc:** Phil Bouchie; Phil Dench; Randy Silva; Steve Aiello; Jason LoCoco; Jay Prince; Joe Aiello; Philip Harvey

**Subject:**

**Importance:** High

Mayor Kirk, Councilors and other members, I write to you to inform you that I have tasked myself with writing a grant, that if awarded, would enable the Gloucester Fire Department to bolster it's ranks for the up to 3 years. These past few months, a vote was cast to rescind the matching requirements of municipalities awarded the Staffing for Adequate Fire and Emergency Response, or SAFER grant. This removes any funding burden for the award period, costing the municipality nothing.

This grant could go a long way to getting us through the next 2 to 3 years and a hope that the personnel may be retained when financial times improve. Along with this grant come some stipulations. requirements include that all hired under the grant shall be given a NFPA 1582 compliant pre employment physical, be trained to Firefighter I and II level (which is accomplished through attendance of the recruit program at the Massachusetts Firefighting Academy) within the first and second year and to be trained to the basic level of EMS provided within one year. Another stipulation is that these personnel, if hired, are required to be retained for a 2 year operating period, which would be funded by the grant.

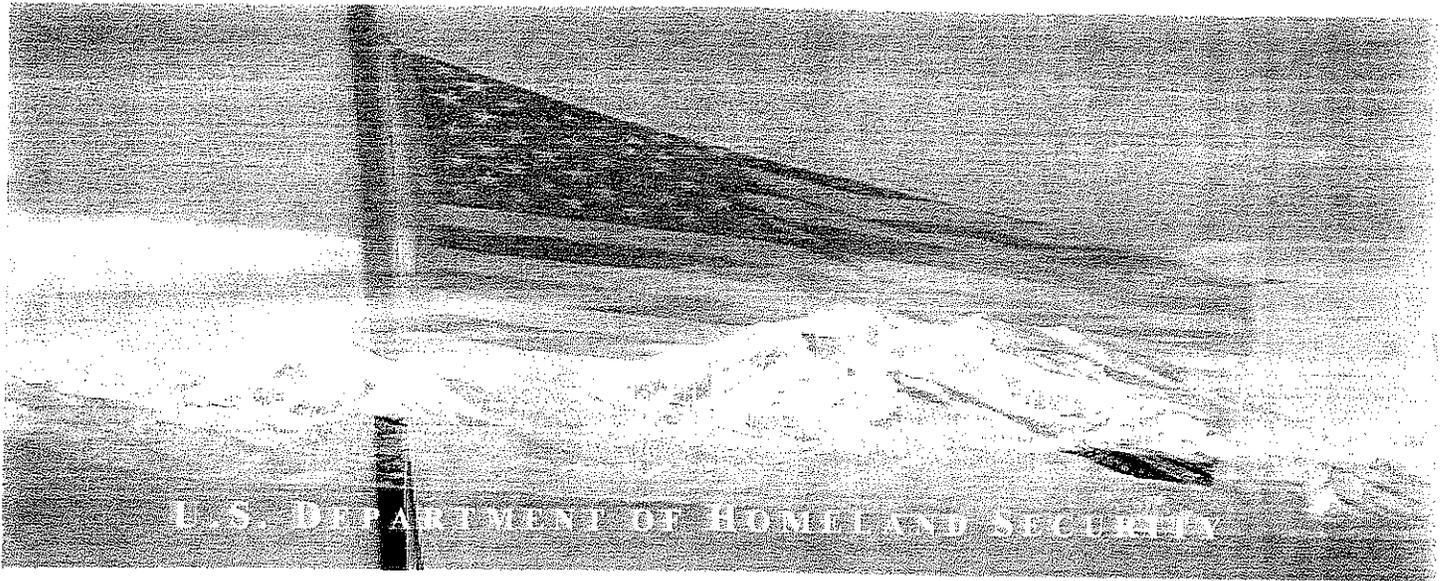
The grant is due in 24 days and I am working with the Chief to submit a quality document that would give us the best chance to be awarded the funds. I will be asking for your support in this endeavor.

I have attached a pdf document describing the program and it's requirements with the hope that you have some time over the next 24 days to read the packet to see what it entails. I understand that the business of the city keeps you occupied for many hours of the day, but this would be an important step in preparing for the grant. I will also appeal to our Federal Legislation for assistance as well.

If you have any questions, please don't hesitate to contact me via email or my phone (978 257 5234)

Respectfully submitted,

Barry Aptt



FISCAL YEAR 2009

STAFFING FOR ADEQUATE FIRE AND EMERGENCY  
RESPONSE PROGRAM

GUIDANCE AND APPLICATION KIT

NOVEMBER 2009



U.S. DEPARTMENT OF HOMELAND SECURITY

Title of Opportunity: Staffing for Adequate Fire and Emergency Response (SAFER) Program

Funding Opportunity Number: [if applicable, assigned by GPD/GMD]

Federal Agency Name: Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate (GPD)

Announcement Type: Annual

Dates: Completed applications must be submitted no later than 5 p.m. Eastern Time, Friday, December 18, 2009.

**Additional Overview Information:**

As a result of the passage of the American Recovery and Reinvestment Act of 2009 (ARRA) and the Supplemental Appropriation Act, 2009 (P.L. 111-32), the Fiscal Year (FY) 2009 Staffing for Adequate Fire and Emergency Response (SAFER) Grants for the Hiring of Firefighters Activity will be awarded under conditions significantly different from those in effect prior to the passage of these Acts. The content of this Program Guidance and its official issuance reflects the Secretary's and the DHS/FEMA implementation of the provisions provided by these Acts. NOTE: These changes **ONLY** affect the FY 2009 grants and the FY 2010 SAFER grants when the FY 2010 solicitation becomes available. The new conditions are **NOT** retroactive to prior year grants nor will they remain in effect beyond FY 2010.

Under authorities provided under ARRA and P.L. 111-32, the following requirements are being waived for the FY09 SAFER program:

- Salary limits; there are no annual salary limits
- Cost-share; there is no prescribed cost-share
- Retention commitment; grantees that are rehiring laid off firefighters do not have to commit to retaining the SAFER-funded firefighters
- Period of performance; reduced for hiring grants from four years to two years.

The application period for this FY2009 SAFER solicitation begins on Monday, November 16, 2009, and ends on December 18, 2009.

Under the Hiring of Firefighters Activity in this solicitation, we will distinguish between grants to hire new firefighters and grants to rehire laid-off firefighters.

- Grants to hire **new firefighters** have a 2-year period of performance and require grantees to commit to retaining the SAFER-funded firefighters for one full year after the end of the period of performance. Federal funds may be used to pay for 100% of the actual salary and benefit costs of these newly hired firefighters without a local cost-share.

- Grants to rehire laid-off firefighters have a 2-year period of performance with *no* requirement to retain the firefighters beyond the period of performance. Federal funds may be used to pay for 100 percent of the actual salary and benefit costs of rehired firefighters with no requirement for a local cost-share.

Priorities for Hiring of Firefighters Activity grants remain largely unchanged from last year's grants in that they continue to focus on staffing standards established by the National Fire Protection Association (NFPA) and the Occupational Safety and Health Administration (OSHA).

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



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

CITY OF GLOUCESTER  
FIRE DEPARTMENT

MEMORANDUM

RECEIVED

NOV 16 2009

Mayor's Office

Date: November 17, 2009  
To: Mayor Carolyn Kirk  
From: Phillip S. Dench, Fire Chief *PSD*  
Subject: Special budget Transfer Request

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I am submitting the attached Special Budget Transfer Request for approval by the City Council.

On November 12, 2009 seven members of the Fire Department attended a Firehouse Software training session at Fire headquarters. This training session was delivered by Peter Eleftherakis of ACS Firehouse. This training is the final step in implementing the Staffing module which we purchased earlier in the year. The purpose of the staffing module is to streamline the payroll and scheduling functions of the Department.

# City of Gloucester Special Budgetary Transfer Request Fiscal Year 2010

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

DEPARTMENT REQUESTING TRANSFER: FIRE  
 TRANSFER # 10- 16 DATE: 11/17/2009 BALANCE IN ACCOUNT \$21,934.18

(FROM) PERSONAL SERVICES ACCOUNT#: \_\_\_\_\_  
Unifund Acct #

(FROM) ORDINARY EXPENSE ACCOUNT#: \_\_\_\_\_  
Unifund Acct #  
101000.10.220.53060.0000.00.000.00.052

Fire Department, Pub. Safety Program  
Account Description

EXPLANATION OF SURPLUS: Funds available for transfer  
 \_\_\_\_\_  
 \_\_\_\_\_

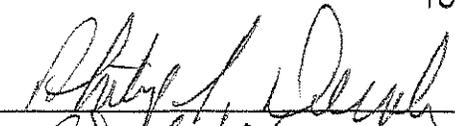
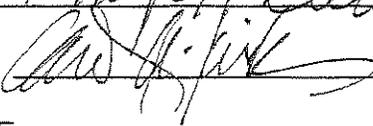
(TO) PERSONAL SERVICES ACCOUNT#: \_\_\_\_\_  
Unifund Acct #  
101000.10.220.51300.0000.00.000.00.051

(TO) ORDINARY EXPENSE ACCOUNT#: \_\_\_\_\_  
Unifund Acct #

Fire Department, Sal./Wage-Overtime  
Account Description

ANALYSIS OF NEED(S): To pay overtime for the deputys and captains to attend a class on Firehouse Scheduling module, so we can use our software to its full capacity.

TOTAL TRANSFER AMOUNT \$923.01 NEW BALANCE IN ACCOUNTS AFTER TRANSFER  
 FROM ACCOUNT: \$21,011.17  
 TO ACCOUNT: \$33,084.28

APPROVALS:  
 DEPT. HEAD:   
 ADMINISTRATION:   
 BUDGET & FINANCE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_

DATE: 11-19-2009  
 DATE: 11-24-09  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_



FIREHOUSE TRAINING OT

<u>NAME</u>	<u>OT RATE</u>	<u># Hrs</u>	<u>\$\$</u>
Aiello, Joseph	43.42	3	\$ 130.26
Aiello, Stephen	49.24	3	\$ 147.72
Harvey, Philip	40.36	3	\$ 121.08
Kennedy, Daniel	35.02	3	\$ 105.06
LoGrande, Matteo	43.42	3	\$ 130.26
Mcrobb, Andrew	46.97	3	\$ 140.91
Schlicte, Miles	49.24	3	\$ 147.72
		GT:	\$ 923.01

Public Works  
28 Poplar Street  
Gloucester, MA 01930



TEL 978-281-9785  
FAX 978-281-3896  
mcole@ci.gloucester.ma.us

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

TO: Mayor Kirk  
FR: Michael Hale, DPW Director *MH*  
DT: November 13, 2009  
SUBJ: Lease Equipment

RECEIVED  
NOV 13 2009  
Mayor's Office

The DPW is looking to lease a Volvo L70F Wheel Loader for a period of five (5) years with the option to purchase the loader at the end of the lease agreement. The acquisition cost for the loader is \$132,800 with an annual lease payment of \$29,683.60. The lease payment will be divided between the Water Enterprise, Sewer Enterprise and General Fund over the next five years.

Public Works  
28 Poplar Street  
Gloucester, MA 01930



TEL 978-281-9785  
FAX 978-281-3896  
mcole@ci.gloucester.ma.us

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

RECEIVED

TO: Mike Hale, DPW Director  
FR: Mark Cole, Operations Manager *(MC)*  
DT: November 24, 2009  
SUBJ: Invoice Discrepancy

11/24/09  
11:24 AM

Footie's Chimney Sweep submitted an estimate to repair the chimney at the Veterans Office. They were notified that a performance bond was needed in order for them to do the work. Footie's completed the repairs and then tried to submit a performance bond; therefore we have a situation where work was performed before the purchase order was approved. I am requesting City Council approval to have the purchase order approved and the invoice paid

# CITY OF GLOUCESTER AUDITOR'S OFFICE

November 17, 2009

RECEIVED

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

Mayor's Office

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 NOVEMBER 17, 2009. THE FOLLOWING ACCOUNTS HAVE  
EXPENDITURES THAT EXCEED THEIR APPROPRIATIONS:

<u>School Function Code</u>	<u>Function Title</u>	<u>AMOUNT OVER</u>
2210	School Leadership	(\$1,923.96)
		Total (\$1,923.96)

<u>CITY ACCOUNT #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT OVER</u>
101000.10.135.53130	Auditor, Professional Auditing Serv.	(\$5,100.00)
101000.10.543.57700	Veterans Serv. - Vets Direct Access	(\$84.00)
101000.10.543.57720	Veterans Service Medical	(\$5,707.46)
101000.10.610.51250	Library Admin Sal/Wage PT Pos	(\$3,629.11)
		Total (\$14,520.57)

AGING OF ACCOUNTS	CITY OF GLOUCESTER					
ACCOUNT	DESCRIPTION	17-Nov-09	11-Nov-09	23-Oct-09	25-Sep-09	11-Sep-09
Function 3500	School Athletics					\$ (59,975.00)
Function 3520	Student Activities					\$ (3,203.75)
Function 2210	School Leadership	\$ (1,923.96)			\$ (7,999.09)	
101000.10.135.53130	Auditor, Professional Auditing Serv.	\$ (5,100.00)	\$ (5,100.00)	\$ (5,100.00)	\$ (5,100.00)	
101000.10.152.51100.	Personnel Sal/Wage Perm Pos				\$ (133.37)	\$ (284.99)
101000.10.152.51970.	Personnel, Retirement Sich Buy Back				\$ (17,677.61)	\$ (17,677.61)
101000.10.543.57700	Veteran's Serv - Vets Direct Access	\$ (84.00)	\$ (84.00)			
101000.10.543.57720.	Veteran's Service Medical	\$ (5,707.46)	\$ (5,544.49)	\$ (3,482.06)		
101000.10.610.51250.	Library Admin Sal/Wage PT Pos	\$ (3,629.11)	\$ (3,166.15)		\$ (937.22)	\$ (836.78)
101000.10.610.51430.	Library Admin Night Differential					\$ (5,189.61)