City of Gloucester
City Council

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

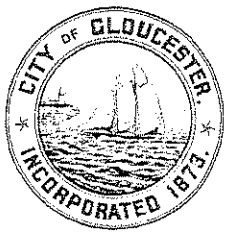
CITY COUNCIL
AND
CITY COUNCIL STANDING COMMITTEE
Budget and Finance
Thursday, October 1, 2009 – 7:00 p.m.
Council Conference Room – 9 Dale Avenue, City Hall

1. Memo from CAO re: Request for transfer from Special Reserve Account to Police Department
2. Memo from CFO re: Request to pay invoices for services in the previous fiscal year
3. Report from City Auditor re: Accounts having expenditures which exceed their appropriations
4. Special Budgetary Transfer Request from Auditor's Department
5. Memo from Com. Dev. Dir. Re: Budget for the Community Preservation Act Funds
6. Memo from Com. Dev. Dir. and Senior Project Manager re: Permission to participate in MAPC Bicycle Rack Program
7. Memo from Com Dev. Dir. re The Mass Technology Collaborative's Clean Energy Choice Program
8. Memo from Grants Administrator re: Funding for upcoming EPA Brownfields Grants
9. Memo from Police Chief re: Acceptance of Mass State 911 Department Grant
10. Amendment to Emergency Preparedness Grant for H1N1 Emergency Fundung
11. COM2009-030(Hardy) re: Expanded Bottle Bill: Municipal Revenues
12. 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,
Marcia McInnis
Jeff Towne
Chief Lane
Mike Hale
Sarah Garcia/Stephen Winslow
Councillor Hardy
Sharon DuBois, Grants' Administrator
Jack Vondras, Health Director

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

RECEIVED
SEP - 4 2009
Mayor's Office

Memorandum

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

From: Jim Duggan, Chief Administrative Officer JAD

Cc: Mike Lane, Police Chief

Date: September 4, 2009

Re: Transfer from the Reserve Account

During the FY 2010 budget review, the city was awaiting notification whether we would receive a grant for four patrolmen positions through the COPS Grant Program. As you know, unfortunately we did not receive the award. However, in preparation that we would not receive the COPS Grant, the administration requested funding to fill two patrolmen positions. The Budget and Finance Committee transferred the salaries ($110,000) from the police department's budget to the Special Reserve Account.

We are taking the necessary steps through the Personnel Office to be in a position to fill the two patrolmen positions when it's appropriate. Therefore, I respectfully request this matter be referred to the Budget and Finance Committee.

City Hall
Nine Dale Avenue
Gloucester, MA 01930

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

CITY OF GLOUCESTER

OFFICE OF THE TREASURER/COLLECTOR

MEMORANDUM

RECEIVED
SEP - 8 2009
Mayor's Office

To: Mayor Kirk

From: Jeffrey Towne, CFO

Date: September 8, 2009

Re: Public Consulting Group Invoices

Mayor,

Would you please ask the City Council to refer out to the Budget and Finance Committee the following matter?

> Two prior year invoices need to be paid to Public Consulting Group. Invoice #093211 and #093222 in the total amount of $13,998 was sent to the City after the close of the fiscal year. Both amounts need to be paid as they are past due. We repeatedly requested that the vendor get these invoices to us by year end to no avail.

I was instructed by the Assistant City Auditor to bring this before City Council for approval. I will be present at the B&F meeting to discuss this request.

PUBLIC
CONSULTING
GROUP

148 State Street, 10th Floor, Boston, MA 02109
PublicConsultingGroup.com
617 426 2026 tel 617 426 4682 fax

July 27, 2009

Mr. Jeffrey Towne
Treasurer
City Hall, 9 Dale Avenue
Gloucester, MA 01930

RE: Interim Invoice for Revenue Management Consulting Services to Provide Reimbursement for School-Based Services

Dear Mr. Towne:

This invoice for $13,998 (Thirteen Thousand Nine Hundred Ninety Eight dollars) represents the performance payment for revenues collected by the City of Gloucester as a result of services identified and claims prepared and supported by Public Consulting Group, Inc. (PCG).

These recovery efforts are per our contracted Scope of Services under an agreement with the City of Gloucester to provide Third Party recovery services. Non-state revenue collected from April 29, 2009 through June 30, 2009 totals $186,637, bringing the project total to $4,680,732.

Q/E	Invoice #/ Client Code	Claim Type	Net FFP Amt	Rate	Invoice Amount
3/31/09	093222 / 86.16.2	AAC	$42,222	7.50%	$3,167
3/31/09	093211 / 86.16	Direct Service	$144,415	7.50%	$10,831
		TOTAL	$186,637		$13,998

Please remit payment to the following address:

Public Consulting Group, Inc.
P.O. Box 845308
Boston, MA 02284-5308

All invoices not paid within 90 days of issuance are subject to interest charges. Please include invoice number and PCG client code in your payment. Please call me or James Dachos at (617) 426-2026 if you have any questions regarding this invoice or any other aspects of our project work to date.

Sincerely,

Peter Marshall
Associate Manager

Enclosure

PUBLIC
CONSULTING
GROUP

148 State Street, 10th Floor, Boston, MA 02109
PublicConsultingGroup.com
617 426 2026 tel 617 426 4632 fax

April 28, 2009

Mr. Jeffrey Towne
Treasurer
City Hall, 9 Dale Avenue
Gloucester, MA 01930

RE: Interim Invoice for Revenue Management Consulting Services to Provide Reimbursement for School-Based Services

Dear Mr. Towne:

This invoice for $2,709.59 (Two Thousand Seven Hundred Nine dollars and Fifty Nine cents) represents the performance payment for revenues collected by the City of Gloucester as a result of services identified and claims prepared and supported by Public Consulting Group, Inc. (PCG).

These recovery efforts are per our contracted Scope of Services under an agreement with the City of Gloucester to provide Third Party recovery services. Non-state revenue collected from February 14, 2009 through April 28, 2009 totals $36,127.85, bringing the project total to $4,494,095.

Q/E	Invoice #/ Client Code	Claim Type	Net FFP Amt.	Rate	Invoice Amount
12/31/08	092360 / 86.16	Direct Service	$36,127.85	7.50%	$2,709.59
		TOTAL	$36,127.85		$2,709.59

Supporting documentation for revenue generated as a result of claims prepared and submitted by PCG during this period is provided in the attachments.
Please remit payment to the following address:

Public Consulting Group, Inc.
P.O. Box 845308
Boston, MA 02284-5308

All invoices not paid within 90 days of issuance are subject to interest charges. Please include invoice number and PCG client code in your payment. Please call me or James Dachos at (617) 426-2026 if you have any questions regarding this invoice or any other aspects of our project work to date.

Sincerely,

Peter Marshall
Assocaite Manager

Enclosure

CITY OF GLOUCESTER
AUDITOR'S OFFICE

RECEIVED
SEP 1
Mayor's Office

September 11, 2009

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 SEPTEMBER 11, 2009. THE FOLLOWING ACCOUNTS HAVE EXPENDITURES THAT EXCEED THEIR APPROPRIATIONS:

SCHOOL FUNCTION CODE	TITLE	AMOUNT OVER
3500	Athletics	($59,975.00)
3520	Student Activities	($3,203.75)
	TOTAL	**$63,178.75**

CITY ACCOUNT #	ACCOUNT TITLE	AMOUNT OVER
101000.10.152.51100	Personnel Sal/Wage Perm Pos	($284.99)
101000.10.152.51970	Personnel, Retirement Sick Buy Back	($17,677.61)
101000.10.610.51250	Library Admin Sal/Wage PT Pos	($836.78)
101000.10.610.51430	Library Admin Night Differential	($5,189.61)
	TOTAL	**$23,988.99**

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2010

RECEIVED
SEP 11 ...
Mayor's Office

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

DEPARTMENT REQUESTING TRANSFER: AUDITOR

TRANSFER # 10- 4 DATE: 9/11/2009 BALANCE IN ACCOUNT $565,859.00

(FROM) PERSONAL SERVICES ACCOUNT#: Unifund Acct # 101000.10.900.51100.0000.00.000.00.051

(FROM) ORDINARY EXPENSE ACCOUNT#: Unifund Acct #

City Council Reserve
Account Description

EXPLANATION OF SURPLUS: Funds available for transfer

(TO)PERSONAL SERVICES ACCOUNT#: Unifund Acct # 101000.10.152.51970.0000.00.000.00.051

(TO) ORDINARY EXPENSE ACCOUNT#: Unifund Acct #

Personnel Retirement Sick Buy Back
Account Description

ANALYSIS OF NEED(S): To cover deficit

TOTAL TRANSFER AMOUNT $17,677.61

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: $548,181.39

TO ACCOUNT: $17,677.61

APPROVALS:

DEPT. HEAD: _____ DATE: 9/11/09

ADMINISTRATION: _____ DATE: 9/17/09

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

City Hall Annex
Three Pond Road
Gloucester, MA
01930

RECEIVED
SEP 11 2009
MAYOR'S OFFICE

TEL 978-281-9781
FAX 978-281-9779
sbuck@gloucester-ma.gov

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Carolyn Kirk
FROM: Sarah Garcia, Community Development Director
CC: Community Preservation Committee
RE: Budget for the Community Preservation Act funds
DATE: September 14, 2009

In accordance with our Community Preservation Act Ordinance and to allow our tax rate to be set properly, the Community Preservation Committee submits the attached 2010 CPA budget for approval from City Council prior to November 1, 2009.

The allocation of the CPA funding is a two-step process. First the budget is set. Based upon estimated 2010 revenue, the budget follows the statutory requirements to allocate a minimum of 10% of the revenue to each of the three eligible spending categories: open space and recreation, historic preservation, and affordable housing. The budget includes the allowable 5% of the revenue for administrative costs. The remaining 65% of revenue is put into a remainder account, from which it may be spent on any of the three eligible categories. The budget does not include state matching funds, for these are not awarded to the city until the second year the community has the CPA, and the match is based upon the previous year's revenue.

The second part of the CPA process is the allocating of funds to specific projects. Prior to determining these choices, the committee will develop a Community Preservation Plan based upon the city's existing plans and input from its boards, commissions, and committees, hold a public hearing for further input, and establish criteria for approval of projects. Once projects are selected by the committee, they will be presented to the City Council for their vote to approve.

In future years, the City Council should expect to see the next year's fiscal budget in the spring with the other budget hearings. The projects will typically be recommended separately to the Council. The committee is currently reviewing regular timeframes for doing this. Many communities prefer to wait until the state matching amount is set in October before recommending the specific projects for funding.

Please ask the City Council for their review and approval of the attached budget. Thank you.

Community Preservation Committee
2010 Budget

September 21, 2009

2010 Estimated Revenue: $390,000.00 Gross commitments less abatements and less 3-4% uncollected

Description	Account number	Statuatory requirement/limit	Amount budgeted
Open Space	270000.10.172	10%	39,000.00
Affordable Housing	270000.10.183	10%	39,000.00
Historic Preservation	270000.10.194	10%	39,000.00
Administrative costs	270000.10.195	5%	19,500.00
General Reserve Account	270000.10.196	remainder	$253,500.00
		Total	390,000.00

CITY OF GLOUCESTER

Community Development Department
3 Pond Road, Gloucester, MA 01930
Tel 978-281-9781
Fax 978-281-9779

RECEIVED
SEP 11 2009
Mayor's Office

MEMORANDUM

To: Mayor Carolyn Kirk

From: Sarah Garcia, Director of Community Development SG
Stephen Winslow, Senior Project Manager SW

Re: MAPC Bicycle Rack Program

Date: September 14, 2009

We request that you seek City Council support for the City's participation in the Metropolitan Area Planning Council's (MAPC) Bicycle Rack Program. This program allows the City to obtain free bicycle racks provided the City pays shipping and installation costs. Gloucester has been allocated $7000 for racks if the City commits to the program by October 31st, 2009. The City must pay for the racks and then submit a request for re-imbursement to the MAPC.

Style of Bicycle Rack

Several of the MAPC vendors can provide racks with custom designs. This insignia can be laser cut into a cross bar that helps keep the bicycles up-right. We think an appropriate custom insignia would be a Gloucester Schooner (see attached example). The racks will be installed into concrete footings to ensure they remain firmly in place.

Number of Racks and Cost

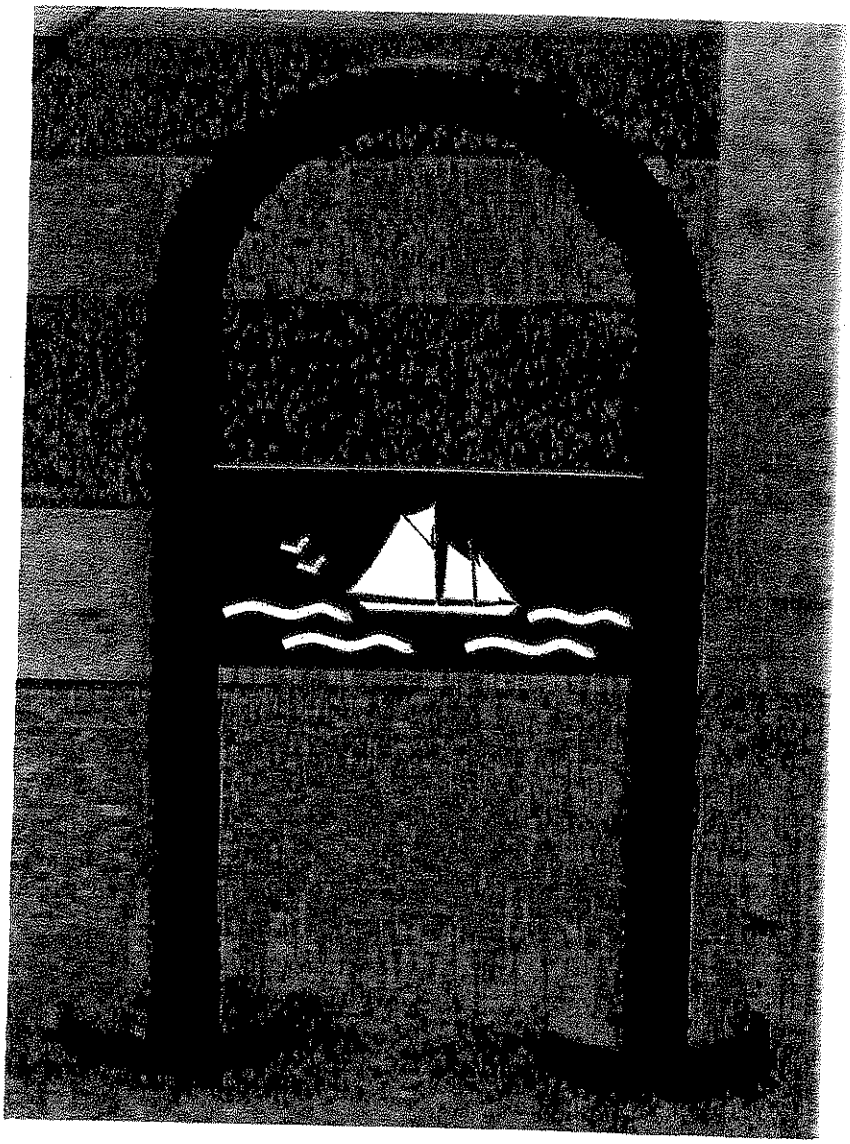
Custom designed racks cost $386.25. The City can order 18 racks. Shipping costs will be under $600.00. Mark Cole of DPW has indicated that his crews can install the racks using budgeted resources. Community Development will seek a donation to fund the shipping costs.

Proposed Locations

We have surveyed the Council for their suggestions on locations and the City's recently hired Mass in Motion Project Manager, Stephen Winslow has visited the proposed locations. Mr. Winslow coordinated the selection and installation of 50 racks for the City of Somerville.

A total of forty-one locations have been identified to this point. From the initial list we have identified 18 locations for the installation of racks. The list of recommended locations is attached. For locations near businesses, Mr. Winslow will visit the abutting business before marking the location. Once all the locations have been finalized, Mr. Winslow will forward a map onto DPW so that crews can find the exact location prior to installation.

Sample – Dero Schooner + Wave



GLOUCESTER RECOMMENDED BIKE RACK LOCATIONS
9-09-09 DRAFT

Recommended by	Address	Cross St.	Landmark	Existing	Proposed #	Priority	Comments
Existing			Library	1	1	2009	Old Comb Type Rack in Poorly Located on side of building. Rack could hold 10 + bikes. Bike locked on rail near entry.
Jason Grow / Sharon George			Good Harbor Footbridge	1	2	2009	Old Comb Type Rack for about 5 bikes, Full of Bikes, Add 2 std U's, perpindicular to sidewalk
Winslow			Niles Beach	0	2	2009	Near Porta Potties
Sefatia Romeo Theken			Stacey Boulevard.	0	1	2009	Near Portapotties
Sefatia Romeo Theken			Lexington Avenue Shops: Post office, library, Dunks, etc	0	4	2009	Spacious sidewalks
Jackie Hardy			Plum Cove Community Center	0	1	2009	
Jackie Hardy			Stage Fort Park		2	2009	Visitors Center
Jackie Hardy			Stage Fort Park		2	2009	Snack Shop/Picnic
Winslow		Stacey Blvd	Ice Cream Shop		1	2009	
Morris		Main Street	Lone Gull		1	2009	2 Bikes locked to tree
Parisi		Rogers Street	Muni Lot		1	2009	Get near harbor loop

City Hall Annex
Three Pond Road
Gloucester, MA
01930

TEL 978-281-9781
FAX 978-281-9779
sbuck@gloucester-ma.gov

CITY OF GLOUCESTER

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Carolyn Kirk
FROM: Sarah Garcia, Community Development Director
RE: Clean Energy Choice Community Matching Grant
DATE: September 9, 2009

The Massachusetts Technology Collaborative is closing out its Clean Energy Choice program. The City of Gloucester has $67,871.50 remaining in its account that must be reserved before November 30, 2009.

Upon conferring with the newly appointed Clean Energy Commission, the Community Development Department would like to use these funds to fund a .5 FTE project management position over a period of two years. It is envisioned that the remaining .5 FTE can be funded from the allowable 5% administrative funding of the Community Preservation Act.

The new project manager would research, coordinate, and promote projects that increase green technology options and reduce the carbon footprint for the municipality in the City of Gloucester. The Project Manager would assist in bringing wind and tidal power options to the city. With the recent award of technical assistance for Green Communities, this project manager would coordinate our approach to achieving the Green Community status that would make us eligible for dedicated grant funding next year. This funding might be used for projects such as municipal facilities or alternative transportation projects. The position would staff both the Clean Energy Commission and the Community Preservation Committee, enabling both these committees to get the best benefit from their funding sources.

We ask for your support and that of the City Council in applying for the use of these funds. Thank you.

Attached: Final Clean Energy choice Community Matching Grant Agreement

MASSACHUSETTS TECHNOLOGY COLLABORATIVE
FINAL CLEAN ENERGY CHOICE COMMUNITY MATCHING GRANT AGREEMENT
Program Termination Terms and Conditions

WHEREAS, the Massachusetts Technology Park Corporation, a public instrumentality of the Commonwealth of Massachusetts, doing business as the Massachusetts Technology Collaborative ("MTC") and administrator of the Massachusetts Renewable Energy Trust ("RET") has established the Clean Energy Choice Program (the "CEC");

WHEREAS, pursuant to CEC, MTC has applied RET funds (in an aggregate amount for all Massachusetts cities and towns of approximately $4,000,000) to match customer contributions to MTC and/or payments made to suppliers under CEC with funds to be made available to the customers' city or town (the "CEC Community Match") in the form of grants to be applied towards the cost of approved renewable energy projects ("Eligible Projects).

WHEREAS, MTC is terminating the Clean Energy Choice program and will no longer provide additional funding for that program based upon customer usage recorded by meter readings after June 30, 2009.

WHEREAS, in order to provide for an efficient and expeditious disbursement of the available CEC Community Matching Funds at the time of CEC termination, MTC will, on or before January 31, 2010, provide final CEC grants to cities and towns in response to completed Final Clean Energy Choice Grant Agreements submitted between August 1 and November 30, 2009.

WHEREAS, customers from the **City of Gloucester**

(the "Grantee") have chosen to participate in CEC and, through June 30, 2009, have been billed for contributions for renewable energy by suppliers under CEC that qualify for the CEC Community Match;

WHEREAS, MTC desires to have a contractual mechanism in place to provide for the final transfer of the CEC Community Matching funds to Grantee and to ensure that Grantee utilizes the CEC Community Matching funds for Eligible Projects;

NOW THEREFORE, in reliance on the mutual representations, warranties and agreements herein contained, the parties agree as follows:

ARTICLE I
Performance of Work

1. Manner of Performance. The Grantee shall utilize the CEC Community Matching funds solely to undertake an Eligible Project for which grantee has requested and received approval from MTC and in accordance with all the terms and provisions of this Grant Agreement.

2. Project Personnel.
a)MTC shall designate a Grant Manager and Grantee shall designate a Grantee Representative for purposes of supporting effective communication between MTC and the Grantee and to report on Grantee's progress. The Grant Manager shall be responsible for monitoring compliance with the terms of the Grant Agreement and the Grantee Representative shall be responsible for reporting to the Grant Manager.

b)The Grantee is solely responsible for all decisions, the preparation of all plans and specifications, and for executing the Eligible Project. Any comments or suggestions provided by the Grant Manager will be given solely for purposes of monitoring compliance with the terms of the Grant Agreement.

3. Deliverables. Grantee shall provide MTC with a final written report by the deadline indicated in the award letter. The report shall describe its use of the CEC Community Matching funds for the Eligible Project(s), which may include, as applicable, a progress report on outcomes, accomplishments, challenges and action items (the "Final Report").
4. Other Obligations. The Grantee agrees to support MTC's program evaluation activities, and

Grantee agrees that its key personnel and contractors will be available at reasonable times with advance notice to be interviewed by MTC or its authorized representatives for purposes of program evaluation or case study development.

5.Term of Grant. The term of this Grant shall commence upon the date of the letter indicating MTC's approval of the release of funds (the "Effective Date"), and shall expire upon submission of the Final Report.

ARTICLE II
The Grant

6.Grant Amount. In consideration of this Grant Agreement, MTC shall provide Grantee CEC Community Matching funds in amounts based on the amounts CEC customers have been billed by suppliers for usage recorded by meter readings taken through June 30, 2009, less the amount of any earlier CEC grants made to Grantee (herein after referred to as "Final Community Matching Grant Account Balance") to be used in accordance with the Eligible Project(s) (the "Grant").

7. Payments.

a)

Eligible Project for Grantees with a Final Community Matching Grant Account Balance of less than $25,000: In the event that Grantee has: (i) entered into a binding contract(s) to undertake pre-approved project(s) and (ii) an approved Funding for Pre-Approved Projects Form (Attachment A.1), MTC shall provide Grantee with a grant in the amount of the lesser of the amount of the approved Request for Funding for Pre-Approved Projects or the Grantee's Final Community Matching Grant Account Balance.

b)

Eligible Project for Grantees with a Final Community Matching Grant Account Balance of $25,000 or more: In the event that Grantee has (i) entered into a binding contract(s) to undertake pre-approved project(s); (ii) an approved Funding for Pre-Approved Projects Form (Attachment A.1), and/or (iii) an approved Proposed Grant Expenditure Plan Form (Attachment A.2), MTC shall provide Grantee with a grant in the amount of the lesser of the amount of: (1) the approved Request for Funding for Pre-Approved Projects and/or Proposed Grant Expenditure Plan; or (2) the Grantee's Final Community Matching Grant Account Balance.

c)

Payment Terms. MTC shall pay the Grantee within sixty (60) days after approval of the Funding for Pre-Approved Projects Form (Attachment A.1) and/or the Proposed Grant Expenditure Plan Form, (Attachment A.2) as set forth in Sections 6(a) and 6(b) above, unless MTC should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement.

ARTICLE III
Liability, Damages and Remedies

8.Representations, Warranties and Certifications. Grantee represents, warrants and certifies that (a) it is duly authorized to enter into this Grant Agreement and the execution, delivery and performance thereof will not conflict with any other agreement or contract to which it is a party and will not, to the best of Grantee's knowledge, violate any law, regulation or order by which either is bound.

9.Termination.

a)

This Grant may be terminated by MTC at any time upon breach of any term of the Grant Agreement.

b)

MTC may terminate this Grant in the event upon the loss of availability of sufficient funds for the purposes of this Grant Agreement, or in the event of an unforeseen public emergency or other change of law mandating immediate MTC action inconsistent with making the Grant and/or

performing its obligations under the Grant Agreement.
c)
Termination of the Grant under this Section 10 shall be effected by letter sent by the terminating party to the other party setting forth the effective date of termination.

10. Insurance. The Grantee shall maintain insurance coverages in the types and for the amounts generally required to perform the types of services set forth in the Pre-Approved Projects Form (Attachment A.1), and/or (iii) an approved Proposed Grant Expenditure Plan Form (Attachment A.2),. The Grantee shall provide MTC, upon request, with certificates satisfactory to MTC concerning the effectiveness and the terms of the insurance required by this Grant Agreement. Notwithstanding the foregoing provision of this Section 10, in the event the Grantee is a public agency (as defined in Chapter 7, Section 39A of the Massachusetts General Laws), then MTC agrees that Grantee may self insure to the extent permitted by law as though Grantee were the insurer under all insurance required for its activities under this Agreement. Grantee hereby waives all offsets and defenses that it may otherwise have with respect to the insurance required to be maintained hereunder. The grant of the right to self insure is subject to the requirements that (i) the contractors and subcontractors of Grantee carry insurance of the types and levels required for their activities under this Agreement; (ii) that such insurance shall name MTC, and such other entities as MTC may request, as additional insureds, and (iii) no settlement or payment, for any claim or loss, injury or damage or other matter as to which MTC may be charged with an obligation to make any payment or reimbursement, shall be made by the Grantee without the written approval of MTC.

ARTICLE IV
Assignability

11. Assignment. The Grantee shall not assign or in any way transfer any interest in this Grant without the prior written consent of MTC.

ARTICLE V
Access and Use of Project Data and Deliverables

12.Access and Use. Grantee agrees to license or otherwise make available to MTC in perpetuity, without charge, all materials prepared and produced by the Grantee in its use of the CEC Community Matching funds, including, without limitation, materials developed in connection with the Final Report for MTC's use.

ARTICLE VI
Compliance with Certain Laws

13. No Violation. Grantee certifies that the Grant will be used only for an Eligible Project and that such use of the Grant will not place Grantee in violation of, or be contrary to, the terms of any statute, regulation, order, contract, agreement or instrument by which the Grantee is bound including, without limitation, any financing agreement or arrangement for the Project.

14.Nondiscrimination. The Grantee shall not discriminate against any qualified employee or applicant for employment, or deny services to any individual because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.

15.Audit. At any time period prior to the completion of the Project and as otherwise provided in this Section, MTC will have the right to audit Grantee's or its other agents' records to confirm the use of the Grant proceeds. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under this Grant Agreement, then Grantee shall refund to MTC the amount determined by such audit within thirty (30) days of Grantee's receipt of such audit and demand. Grantee shall maintain books, records, and other compilations of data pertaining to the Grant payments made under this Grant Agreement to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven

(7) years, starting on the first day after Final Payment under this Grant Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MTC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of the Grantee which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

16.Conflict of Interest. No officer, employee or consultant of MTC shall participate in any official action relating to this Grant Agreement which affects his/her personal financial interest or that of any corporation, partnership, or association in which (s)he is an employee, officer or trustee without prior written disclosure of the relevant facts to MTC's General Counsel. No officer, employee or consultant of MTC shall have any financial interest, direct or indirect, in this Grant Agreement or the proceeds thereof.

17.Lobbying. No Grant funds may be used for any activities to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agent" or "executive agent" set forth in the Massachusetts Lobbying Law, M.G.L. c.3, §39.

18.Public Records. As a public entity, MTC is subject to the Massachusetts Public Records Law and thus documents and other materials made or received by its employees are subject to public disclosure. All information received by MTC shall be deemed to be subject to public disclosure, except as otherwise provided in the procedures set forth in Attachment C hereto. By signing this Agreement, Grantee acknowledges, understands and agrees that the procedures set forth in Attachment C are applicable to any documents submitted by Grantee to MTC, including but not limited to any acknowledgements set forth therein, and that Grantee shall be bound by these procedures.

ARTICLE VII
General Clauses

19. Choice of Law. This Grant Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts without giving effect to its conflict of laws principles. The Grantee agrees to bring any Federal or State legal proceedings arising under this Grant in which the Commonwealth or MTC is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.

20.Publicity.

a)

The Grantee shall collaborate with MTC to prepare any press release and to plan for any news announcement concerning the CEC Community Match.

b)

Grantee will not represent that positions taken or advanced by the Grantee represent the opinion or position of MTC.

c)

The Grantee agrees that MTC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced and provided to MTC in the course of Grantee's use of the CEC Community Match, and to use the information therein contained to produce summaries, case studies or similar information resources.

21.Waivers. All conditions, covenants, duties and obligations contained in this Grant Agreement can be waived only by written agreement between the parties hereto. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

22. Notice. All communications to MTC shall be mailed or delivered to the following address:

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
(508) 870-0312 x1254 (phone)
Attn: Martha Broad (broad@masstech.org)
With copy to: Matthew L. Schemmel, Associate General Counsel (schemmel@masstech.org)

All communications to the Grantee shall be mailed or delivered to the following address, or sent by facsimile to the following number with confirmation of receipt by voice, or sent by electronic mail with confirmation of receipt, to:

Town/City Name: City of Gloucester

Address:	3 Pond Road
	Gloucester MA 01930
Phone:	978-281-9781
Fax:	978-281-9779
Attn:	Sarah Garcia, Community Development Director
	sgarcia@gloucester-ma.gov

Amendments, Entire Agreement and Attachments. All conditions, covenants, duties and obligations contained in the Grant Agreement may be amended only through a written amendment signed by the Grantee and MTC. The parties understand and agree that this Grant Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein. The following are attached and incorporated into this Grant Agreement:

i. Attachment A –Final Clean Energy Choice Community Matching Grant Agreement and Instructions
ii. Attachment A.1 – Funding for Pre-Approved Projects Request Form
iii. Attachment A.2 –Proposed Grant Expenditure Plan Form
iv. Attachment B - MTC's Sensitive Information Procedures

City of Gloucester

By:_____

Name: Carolyn Kirk

Title: Mayor

Date:

submit only one Final Clean Energy Choice Grant Agreement and it must be received with the original signature between August 1 and the final deadline of November 30, 2009.

Note that it is the sole responsibility of the cities and towns that are the recipient of Clean Energy Choice matching funds to ensure that their use of such funds in any procurement implemented by them is consistent and compliant with Massachusetts general Laws, Chapter 30B.

Components of a Complete Grant Agreement

A) For Towns with less than $25,000, a complete Grant Agreement for an Eligible Project consists of:

1. A copy of the Final Clean Energy Choice Community Matching Grant Agreement signed by a duly authorized municipal representative.
2. A fully completed Funding for Pre-Approved Projects Request Form (**Attachment A.1**)

To complete Attachment A.1, select the type and quantity and estimated cost of items the town wishes to purchase and indicate the total amount requested. IMPORTANT: The municipality must also provide cost estimates from the appropriate vendor for each item to be purchased. Upon approval, the Trust will provide the town with a grant in the amount of the lesser of the amount of the approved Request for Funding for Pre-Approved Projects or the Grantee's Final Community Matching Grant Account Balance.

B) For Towns with $25,000 or more, a complete Grant Agreement for an Eligible Project consists of:

1. A copy of the Final Clean Energy Choice Community Matching Grant Agreement signed by a duly authorized municipal representative.
2. **One or both of the following:**

• A fully completed Funding for Pre-Approved Projects Request Form (**Attachment A.1**)

To complete Attachment A.1, select the type and quantity and estimated cost of items the town wishes to purchase and indicate the total amount requested. IMPORTANT: The municipality must also provide cost estimates from the appropriate vendor for each item to be purchased.

• A fully completed Proposed Grant Expenditure Plan Form (**Attachment A.2**)

To complete Attachment A.2, provide a summary description of the proposed expenditures and, if appropriate, provide detail regarding costs of time and materials.

Upon approval of either or both the Request for Funding for Pre-Approved Projects or the Proposed Grant Expenditure Plan, the Trust will provide the town with a grant in the amount of the lesser of the amount of: (1) the approved Request for Funding for Pre-Approved Projects and/or Proposed Grant Expenditure Plan; or (2) the Grantee's Final Community Matching Grant Account Balance.

Clean Energy Choice Matching Grants Request

Attachment A.1: Funding for Pre-Approved Projects Request Form

Please indicate the type and quantities of pre-approved projects the town would like to fund. **IMPORTANT: The town must also provide cost estimates from the appropriate vendor for each item to be purchased (please attach to this page).**

Item	Qty	Estimated Cost	Brief Description (please attach copies of vendor estimates to this form)

Renewable Energy Educational Books			
Science Kits for School Labs			
Membership Fees for municipality to join organizations that assist municipalities with climate change management plans and sustainable practices.			
Solar Harvester: Power audio visual equipment, power tools, computers, pumps, lights and more with a mobile plug and play set up that runs on solar energy.			
Solar Powered Trash Compactors: Meant to replace traditional outdoor trash containers, a solar powered trash compactor automatically compresses trash to reduce the number of collection trips and eliminate trash overflow.			
Solar Powered Lighting System: Illuminate a monument, flagpole, or small sitting area with a solar lighting system and introduce the community to clean, renewable solar electricity.			
Public Outreach Materials: Spread the word about the benefits of clean energy in your community! Clean Energy Choice matching grants can be used for printing fliers and brochures, or other costs associated with putting on local outreach events such as clean energy/sustainability fairs.			
Renewable Energy Education: Matching grants can cover the cost of books, publications, field trips and other educational materials that help teachers implement clean energy related curriculums. Costs associated with teacher development conferences and workshops are covered as well.			

Photovoltaic Installation: Installing a solar energy system on municipal buildings reduces energy costs and helps to educate residents about the power of clean energy technologies. If your town has over $13K of funding available, learn how you can supplement this amount with the Trust's Commonwealth Solar rebate program. Using funds from both of these programs, a number of towns have covered 100% of the cost of PV installations.			
Salaries for consultants or employees that assist the municipality in increasing its use of renewable energy (note: please provide a description of the position and indicate hourly rate, number of hours and overhead rate on an attached sheet).	1	$67,871.50	Partial funding for 2 year position Community Development Project Manager
Total Funding Requested:		$67,871.50	

Clean Energy Choice Matching Grants Request
Attachment A.2: Proposed Grant Expenditure Plan Form

Please note this Form may be submitted only by a city or town with a Final Community Matching Grant Account Balance of $25,000 or more (Cities/towns with less than $25,000 must submit only the Funding for Pre-Approved Projects Request Form, Attachment A.1).

Please provide a description and estimated cost for the proposed activities below and provide additional information regarding labor, materials, etc. if appropriate. **IMPORTANT: The town must also provide cost estimates from the appropriate vendor for each item to be purchased (please attach to this page).**

Description of Activity Related to Renewable Energy Installations, Studies or Public Education Activities*:	**Estimated Cost ($)**
.5 Yearly FTE for Community Development Project Manager for two years. The Community Development Project Manager shall research, coordinate and promote projects that increase green technology options and reduce the carbon footprint for the municipality in the City of Gloucester. This position shall include support for the Clean Energy Commission	$33,935 X 2 years = $67,871.50
Total	$ 67,871.50

***Municipality may add additional activities to this table as warranted**

Attachment B
Clean Energy Choice Matching Grants Request

THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE
POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"

The Massachusetts Technology Collaborative, the Massachusetts Renewable Energy Trust, the John Adams Innovation Institute, the Massachusetts e-Health Institute and the Massachusetts Broadband Institute (collectively referred to herein as "MTC") are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by MTC. As a result, any information submitted to MTC by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the "Submitting Party") is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including MTC's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by MTC that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

IT IS MTC'S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MTC OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MTC, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MTC ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to MTC and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must provide a cover letter, addressed to MTC's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party's responsibility and obligation to provide detailed explanations for each such document.

2. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Sensitive Information." It is the Submitting Party's responsibility and obligation to ensure that all such documents are sufficiently

identified as "Sensitive Information," and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO MTC IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to MTC's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to MTC are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.

4. At the time MTC receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate MTC staff. By submitting a grant Agreement, request for response, or any other act that involves the submission of information to MTC, the Submitting Party certifies, acknowledges and agrees that (a) MTC's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by MTC that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) MTC is not liable under any circumstances for the subsequent disclosure of any information submitted to MTC by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or MTC was negligent in disclosing such documents.

5. In the event that MTC receives an inquiry or request for information submitted by a Submitting Party, MTC shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to MTC's General Counsel for a determination of whether the subject documents are exempt from disclosure.

6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of MTC's receipt of the public records request, and MTC may, but shall not be required to provide Submitting Party an opportunity to present MTC with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.

7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MTC FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MTC OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MTC IN ANY MANNER CONCERNING MTC'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF

DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MTC TO ASSERT SUCH AN EXEMPTION. MTC'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. MTC shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.

9. In the event that MTC determines that the subject documents are exempt from disclosure, the requesting party may seek review of MTC's determination before the Supervisor of Public Records, and MTC shall notify the Submitting Party in writing in the event that the requesting party pursues a review of MTC's determination.

10. In the event the requesting party pursues a review of MTC's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders MTC to disclose such documents to the requester, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

11. In the event that MTC determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, MTC shall not assert an exemption, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MTC SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MTC BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

Franklin	$19,363.73	$8,696.00	$10,667.73
Freetown			$0.00
Gardner	$3,523.90		$3,523.90
Georgetown			$0.00
Gill			$0.00
Gloucester	$105,313.66	$37,442.16	$67,871.50
Gosnen	$4,199.95		$4,199.95
Gosnold			$0.00
Grafton	$14,840.67		$14,840.67
Granby	$5,340.80		$5,340.80
Granville			$0.00
Greenfield	$19,025.09	$11,000.00	$8,025.09
Groton			$0.00
Groveland			$0.00
Gt Barrington	$50,422.97	$45,611.00	$4,811.97
Hadley	$445.94		$445.94
Halifax	$1,943.77		$1,943.77
Hamilton	$13,022.70	$8,000.00	$5,022.70
Hampden	$4,527.53		$4,527.53
Hancock	$2,415.27		$2,415.27
Hanover	$2,243.48		$2,243.48
Hanson	$1,847.48		$1,847.48
Hardwick	$3,358.31		$3,358.31
Harvard	$35,707.26		$35,707.26
Harwich	$39,660.10	$26,899.55	$12,760.55
Hatfield			$0.00
Haverhill	$21,071.99	$15,000.00	$6,071.99
Hawley	$173.75		$173.75
Heath	$1,437.70		$1,437.70
Hingham			$0.00
Hinsdale			$0.00
Holbrook	$2,298.52		$2,298.52
Holden			$0.00
Holland	$2,217.70		$2,217.70
Holliston	$60.00		$60.00
Holyoke			$0.00
Hopedale	$3,550.42		$3,550.42
Hopkinton	$260.00		$260.00
Hubbardston	$932.43		$932.43
Hudson			$0.00
Hull	$0.00		$0.00
Huntington	$220.00		$220.00
Ipswich			$0.00
Kingston	$150.00		$150.00
Lakeville	$87.00		$87.00
Lancaster	$4,774.03		$4,774.03
Lanesborough	$65.00		$65.00
Lawrence	$5,490.13		$5,490.13
Lee			$0.00
Leicester	$4,182.99		$4,182.99
Lenox	$31,006.08	$20,370.00	$10,636.08
Leominster	$9,309.18		$9,309.18
Leverett	$6,795.00		$6,795.00
Lexington	$94,156.00	$50,988.00	$43,168.00

3 Pond Road
Gloucester, MA 01930

Telephone: 978-282-3027
Fax: 978-282-3035

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT
GRANTS DIVISION

Memorandum

RECEIVED
SEP 1 5 2009
Mayor's Office

To: Jim Duggan, Chief Administrative Officer

From: Sharon DuBois, Grants Manager

Date: September 14, 2009

Re: Brownfields Assessment Grant

Per your instructions, the following is information on the next round of funding for upcoming EPA Brownfields grants:

The City of Gloucester has an opportunity to apply for EPA Brownfields Assessment grant funding. These funds provide an initiative to assess potential Brownfields sites to provide a better snapshot of each site. Brownfields Assessment grant funds can assist in attracting developers for investment by providing real-time data on the site.

No match is required by the city for assessment grant funding. Sites can be privately or publicly owned.

The grant can be used to create a prioritized inventory of Brownfields sites and assessments of these sites from Phase I – III assessments. In addition to the technical assessments and laboratory reports, the grant will cover project management, proposal preparation and also financial and performance reporting.

Proposals are due October 16, 2009, to EPA. I am attending an EPA Brownfields' grant information session in New Hampshire on September 17th.

Please let me know if you have questions or would like additional information.

Thank you

Gloucester Police Department

Memo

RECEIVED
SEP 1 5 2009
Mayor's Office

To: Mr. Jim Duggan, Chief Administrative Officer

From: Chief Mike Lane

CC:

Date: 9/15/2009

Re: FY2010 State 911 Training Grant

The Massachusetts State 911 Department has awarded a grant to the Gloucester Police Department in the amount of $10,985 for continuing training for E911 dispatchers. The funds will be used to send staff to E911 training and to backfill vacant shifts during training sessions.

A copy of the grant award, contract, and budget scheduled is enclosed herein. Please ask the City Council to accept this grant and to establish a new special revenue account for the FY2010 E911 Training Grant.

Let me know if you have any questions.

Chief Michael Lane

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

KEVIN M. BURKE
Secretary of Public Safety and Security

FRANK POZNIAK
Executive Director

September 10, 2009

Chief Michael Lane
Gloucester Police Department
197 Main Street
Gloucester, MA 01930

Dear Chief Lane:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY2010 State 911 Department Training Grant Program. For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is September 10, 2009 and will run through June 30, 2010.

We have made the reimbursement request forms available on our website www.mass.gov/e911. For any questions related to the reimbursement process, please contact Michelle Hallahan at 508-821-7216.

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

Sincerely,

Frank P. Pozniak
Executive Director

cc: State 911 Department FY 2010 Training Grant File

FISCAL YEAR 2010 STATE 911 DEPARTMENT TRAINING GRANT

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 (ANF)*, 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 → *Legal Address* (from W-9): 9 Dale Avenue, Gloucester, MA 01930 → *Payment Remittance Address* (from W-9):9 Dale Ave, Gloucester, MA 01930 → *Contract Manager*: Michael W. Lane, Chief of Police	*Department MMARS Alpha Code and Name*: STATE 911 Department - EPS *Business Mailing Address*: 1380 Bay Street Bldg. C Taunton, MA 02780 *Billing Address* (if different): *Contract Manager*: Michelle Hallahan
→ *E-Mail Address*:pterpos@gloucester-ma.gov → Phone: 978-281-9775	*E-Mail Address*: Michelle.Hallahan@state.ma.us Phone: (508) 828-2911
→ Fax: 978-282-3026 → TTY:	Fax: (508) 828-2585 TTY: (508) 828-4572
→ *State of Incorporation* (if a corporation) or "N/A": N/A	*MMARS Doc ID(s)*:
→ *Vendor Code*: VC6000192096	*RFR/Procurement or Other ID Number* (if applicable):
MMARS Object Code: P01	*Account(s) Funding Contract*:

X NEW CONTRACT

COMPENSATION (*Check only one*):

X Total *Maximum Obligation* of this Contract $ 10,985.00

___ *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*):

X 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)
X 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: 9-10-09 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)

CONTRACT END DATE: 06/30/2010

___ CONTRACT AMENDMENT/RENEWAL

ENTER *CURRENT* CONTRACT START and END DATES (prior to amendment)

Current Start Date:_____ Current End Date:_____

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". **ATTACH** Amended Scope and Budget to support Amendment.)

___ NO Compensation Change (Skip to "OTHER" section below and select change)
___ Redistribute Budget Line Items (No Maximum Obligation Change)
___ Maximum Obligation Change.
a) ***Current* Total Contract Maximum Obligation**: $ _____.
(Total Contract Maximum Obligation, including all prior amendments).
b) **Amendment Amount ("+" or "-")**: $ _____.
c) ***NEW TOTAL CONTRACT MAXIMUM OBLIGATION***: $ _____.

___ Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)

___ Amend **Duration Only** (No Compensation or Performance Change)
___ Amend **Scope of Services/Performance** Only (no budget impact.)
___ **Interim Contract** (Temporary Extension to complete new Procurement)
___ **Other**: (Describe Details and Attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)

NEW CONTRACT END DATE: _____.

→ *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:

X 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 reimbursement, under the State 911 DepartmentTraining Grant Program, of training-related costs associated with the 9-1-1 system per grant guidelines and response as submitted by Grantee.. (Please see attached grant documents.)

FISCAL YEAR 2010 STATE 911 DEPARTMENT TRAINING GRANT

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: Chief Michael Lane Date: 8-31-09

(Signature and Date Must Be Handwritten At Time of Signature)

➔ Print Name: Michael W. Lane

➔ Print Title: Chief of Police

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: For Pozniak Date: 9/14/09

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

FISCAL YEAR 2010 STATE 911 DEPARTMENT TRAINING GRANT

FY 2010 BUDGET WORKSHEET

CATEGORY	AMOUNT	NARRATIVE
A. FEES	$	
B 1.Personnel Costs: Training Participants	$5,493.00	Base salaries and overtime to send staff to E911 training.
B 2. Personnel Costs: Replacement	$5,492.00	Overtime to backfill vacant E911 dispatch positions while staff is at training.
B 3.Fringe and/or Indirect Costs associated with Personnel	$	
C. Training Software and Other Products	$	
D. Lodging	$	
TOTAL*	**$ 10,985.00**	

*Total amount must exactly match amount requested on application page

CITY OF GLOUCESTER

Health Department
3 Pond Road, City Hall Annex
Gloucester, Massachusetts 01930
PHONE: 978-281-9771· Fax: 978-281-9729
EMAIL: healthdept@ci.gloucester.ma.us
WEBSITE: www.ci.gloucester.ma.us

Public Health
Prevent. Promote. Protect.

Memorandum

To: Jason Grow, Chair, City Council Budget and Finance Subcommittee
From: Jack Vondras, Health Director
Date: September 25, 2009
Re: Amendment to Emergency Preparedness Grant for H1N1 Emergency Funding
Cc: Carolyn Kirk, Mayor
Joanne Senos, City Clerk-acting
Bruce Tobey, City Council President
Joe Rosa, Board of Health

On August 19th, 2008 the City Council accepted the North Shore–Cape Ann Emergency Preparedness Coalition Grant in the amount of $196,402/year from the Massachusetts Department of Public Health (MDPH) serving a total of 15 communities. The Gloucester Health Department has been the host for the Emergency Preparedness Grant for the past year. The grant language specified that the contract is awarded for three consecutive years. To date, we are scheduled to receive the same base funding for fiscal year 2010 that we received upon initial acceptance of the grant, $196,402.

However, in light of the recent seasonal flu activity and the emerging threat of the H1N1 virus, MDPH in conjunction with the CDC provided the North Shore/Cape Ann Emergency Preparedness Coalition and Gloucester Health Department with additional funds for H1N1 education, dispersal planning and distribution of vaccine.

On September 3rd, 2009 the City of Gloucester signed a standard contract with the MDPH to accept an amendment to the original Emergency Preparedness Grant that included the new funding for H1N1 preparation. There will be a total two amendments to the original grant amount. The first amendment will be for $184,886 (PHER 1 & 2 for H1N1 planning and implementation). The second amendment will be for $372,970 (PHER 3 for vaccine implementation). Both amendments of the grant award equal a total of $577,690. The new total for the entire grant is $754,259.

Due to the urgent need for public education campaigns, additional staffing and supplies to aid in distribution of the H1N1 virus, we are asking for approval of the amended grant amounts. Although these grants exceed the original Emergency Preparedness Grant, all funding is directed toward emergency preparedness activities and planning on a regional level throughout the North Shore/Cape Ann. These new funds are all one time funding and must be spent by August 2010.

Funding/Dates for 2009:

Date	Title	Amount
August 8th, 2009	Emergency Preparedness Grant (PHEP)	$196,402
September 3rd, 2009	H1N1 Preparedness and Planning (PHER 1 & 2)	$184,886
October 2009	H1N1 Clinic and Distribution (PHER 3)	$372,970
TOTAL	**EMERGENCY PREPAREDNESS GRANT**	**$754,259**

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

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD
SECRETARY

JOHN AUERBACH
COMMISSIONER

Memonrandum

To: Jack Vondras, Gloucester Health Department

Fm: Michael Coughlin, Local Public Health Manger, DPH EPB

Date: September 24, 2009

Re: Public Health Emergency Response (PHER) Funding

The Massachusetts Department of Public Health and municipal health departments/local Boards of Health are responding this fall to a declared public health emergency, the ongoing worldwide outbreak of H1N1 influenza. The Centers for Disease Control and Prevention has provided Massachusetts with Public Health Emergency Response (PHER) funding to respond to the emergency. A significant portion of those funds are being provided to municipal health departments/Boards of Health, through the 15 Emergency Preparedness Coalitions and their fiscal agencies, to prepare for and implement mass vaccination efforts, including public vaccination clinics. The funds were allocated to the states and then to coalitions in three separate allotments (PHER I, II, and III).

The North Shore Cape Ann Emergency Preparedness Coalition, through its fiscal agent the City of Gloucester, has been allocated the following Public Health Emergency Response funds:

PHER I:	$55,319
PHER II:	$129, 567
PHER III:	$372,970
Total PHER:	$557,857

These funds were awarded to the NS-CA Coalition in the form of two amendments (PHER I&II; PHER III) to the existing contract with the City of Gloucester that provides the annual Public Health Emergency Response (PHEP) funding.

The Commonwealth of Massachusetts

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

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD
SECRETARY

JOHN AUERBACH
COMMISSIONER

RECEIVED
SEP 24 2009
GLOUCESTER
BOARD OF HEALTH

September 21, 2009

TO: **City Of Gloucester**
RE: Contract# **INTF6208P01902414045**

Attached please find a copy of the fully executed Standard Contract Amendment between your Agency and the Department of Public Health.

If you have any questions, please contact me at **617-624-6190** .

Sincerely,

Sokonthea Dao
POS Contract Manager

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 (ANF)*, 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	*Department MMARS Alpha Code and Name:* DPH - Department of Public Health
➔ *Legal Address (from W-9):* 9 Dale Ave Ste 9, Gloucester, MA 019303000	*Business Mailing Address:* 250 Washington St., Boston, MA 02108
➔ *Payment Remittance Address(from W-9):* 9 Dale Ave Ste 9, Gloucester, MA 019303	*Billing Address (if different):*
➔ *Contract Manager:* Jack Vondras	*Contract Manager:* Sokonthea Dao
➔ *E-Mail Address:* jvondras@ci.gloucester.ma.us ➔ Phone: 978-281-9771	*E-Mail Address:* sokonthea.dao@state.ma.us Phone: 617-624-6190
➔ *Fax:* 978-281-9729 ➔ TTY:	*Fax:* 617-624-5587 TTY:
➔ *State of Corporation* (if a corporation) or "N/A":	*MMARS Doc ID(s):* INTF6208P01902414045
➔ *Vendor Code:* VC6000192096	*RFR/Procurement or Other ID Number (if applicable):* 902414
MMARS Object Code: P01	*Account(s) Funding Contract:* 4516-1010 / 4516-1021 / 4516-1028

__ NEW CONTRACT

COMPENSATION (Check only one):

__ Total *Maximum Obligation* of this Contract $ _____.

__ *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: _____.

X CONTRACT AMENDMENT/RENEWAL

ENTER *CURRENT* CONTRACT START and END DATES (prior to amendment)

Current Start Date: 08/10/2008. Current End Date: 08/09/2011.

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". **ATTACH** Amended Scope and Budget to support Amendment.)

__ NO Compensation Change (Skip to "OTHER" section below and select change)

__ Redistribute Budget Line Items (No Maximum Obligation Change)

X Maximum Obligation Change.

a) ***Current* Total Contract Maximum Obligation:** $ 392,804.00.
(Total Contract Maximum Obligation, including all prior amendments)

b) **Amendment Amount ("+" or "-"):** $ 184,886.00.

c) ***NEW TOTAL CONTRACT MAXIMUM OBLIGATION:*** $ 577,690.00.

__ Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)

__ Amend **Duration Only** (No Compensation or Performance Change)

__ Amend **Scope of Services/Performance** Only (no budget impact.)

__ **Interim Contract** (Temporary Extension to complete new Procurement)

__ **Other**: (Describe Details and Attach documentation):

ANTICIPATED START DATE: 09/11/2009. (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)

NEW CONTRACT END DATE: 08/09/2011.

➔ *PROMPT PAYMENT DISCOUNTS.* Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Date. See *Prompt Payment Discount Policy.*

____% Within 10 Days ____% Within 15 Days ____% Within 20 Days ____% Within 30 Days **OR,** Check off the following if:

X 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):

Increase dollars for PHER Grant I and II services

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. X 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: Carolyn L. Kirk DATE: 9/3/09.

(Signature and Date Must Be Handwritten At Time of Signature)

➔ Print Name: Carolyn Kirk.

➔ PrintTitle: Mayor.

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: [signature] DATE: 9-9-09.

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Toni Gustus.

PrintTitle: Director, Purchase of Service Office.

09-08-09P12:05 RCVD

2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: CITY OF GLOUCESTER
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Carolyn Kirk	Mayor

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 2-27-08

2008 MAY 16 A 11:

RECEIVED

Title: Mayor

Telephone: 978-281-9771

Fax: 978-281-9738

Email:978-281-9700

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

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

Title:Mayor

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

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

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

MARCH 27, 20 08.

My commission expires on:

JEREMY P. GILLIS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 19, 2013

AFFIX NOTARY SEAL

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

_____, 20 _____.

AFFIX CORPORATE SEAL

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

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD
SECRETARY

JOHN AUERBACH
COMMISSIONER

August 25, 2009

Jack Vondras
City of Gloucester Board of Health
3 Pond Road
Gloucester, MA 01930

RE: Public Health Emergency Response Grant (PHER) I and II
Notice of Contract Award Amendment
Host Agency – City of Gloucester-North Shore Cape Ann Emergency Preparedness Coalition

Dear Mr. Vondras:

The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB) is pleased to provide funding to the North Shore Cape Ann Emergency Preparedness Coalition for the purpose of preparing for and responding to the H1N1 outbreak. This one-time funding is provided through the Centers for Disease Prevention and Control (CDC), and may be used to support costs for planning, temporary staffing, supplies, public education, and implementation of mass vaccination clinics and community mitigation measures related to H1N1.

- **Your total PHER I and II award is $184,886.** The funds will be released to you in two payments. The initial payment of $92,443 will be dispersed upon receipt of the necessary paperwork from you. This amount represents 50% of the local health allocation. The remaining payment of $92,443 will be disbursed four to six weeks later based upon submission of a status report and payment voucher. The Host Agency is eligible to receive up to 15% of the awarded funds as needed for the fiscal, support, and administrative overhead costs associated with this grant.

Enclosed please find a Standard Contract Form Amendment for your review, completion and authorized signature. Please return with your signed Standard Contract Form Amendment a budget, proposed workplan and a signed payment voucher form totaling $92,443 to the EPB. The contract form and payment voucher must have an original signature for processing. Once

these forms are received by EPB the payment voucher will be processed and the funds disbursed. Please be aware that these funds will be deposited in the same account as the PHEP funds but they must be tracked separately for reporting purposes.

Since this award is supported by federal funds (CFDA #93-069) your Agency is required to adhere to the auditing requirements of Federal OMB Circular A-133. For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these PHER funds must be in compliance with all grant deliverables, allowable costs and obligated by **July 30, 2010**.

Please return all requested documents to:

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

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

Sincerely,

Mary E Clark

Mary E. Clark, Director
Emergency Preparedness Bureau

Cc: Grace Connolly, Alissa Scharf, Bob Dean

PUBLIC HEALTH EMERGENCY RESPONSE (PHER) PROPOSED BUDGET

Coalition Name: NS-CA EP Coalition

Host Agency: Gloucester Health Department

Proposed Activities	Proposed Budget	Explanation/Description
Staffing		
i.e. overtime, temp agencies		
Sub Contract		
	40,000	
Planning		
Supplies/Equipment		
		09-08-09P12:05 RCVD
Public Education		
Clinics/Community Mitigations		
Admin for Host Agency	27,732.90	
Community Allocations	117,153.1	
Other:		
Travel		
Trainings		
	184,886 ~~$0.00~~	

Budget Submitted by: Margaret Whittaker Date: 9/2/2009
Host Agent Designee

Budget Approved by: [signature] Date: 9-2-09
Coalition Designee

Reviewed by Regional Coordinator _____

Work plan Template 2008- 2009

Coalition: North Shore - Cape Ann (Region 3D) **Host Agency:** Gloucester Health Department

Deliverable: (describe)
Community Preparedness
Procedures

Action	Outcome	Measure	Responsibility	Evaluation
Public Information Campaigns	Public Education Campaigns Community Mitigation	Fliers, Local Cable Interviews MDPH Booklets, MRC Training Age groups aware of target flu	Local Boards of Health, MRC Coordina Health Department, Local Vendors	Number of materials distributed PSA viewed Demographic attendance at
		groups, lack of inappropriate people seeking vaccine		flu clinics

Deliverable: (describe)
Mass Vaccination Clinics

Action	Outcome	Measure	Responsibility	Evaluation
Run community and region-wide clinics to dose as many people as possible	Majority of population eligible to receive vaccination is present and receives vaccination	Temporary staffing MRC Volunteers Supplies	Local Health Department MRC Coordinator Massachusetts DPH	Number of doses given to age groups Amount spent of supplies
		Number of doses distributed	Local Health Department City/Town Purchasing agents	

09-08-09P12:05 RCVD

CDC Public Health and Social Services Emergency Fund

PHER III - Funding for Implementation of the Pandemic (H1N1) Influenza Vaccination Campaign

(CDC-RFA-TP09-90202-H1N109)

Recipient Activities:

Local health will be an integral part of the H1N1 response and therefore funding is being provided to ensure that resources are available for a seamless mass vaccination campaign. It is anticipated that many local boards of health will either hold clinics in their town or be a part of a regional structure of clinics that will make vaccine that is being distributed by the federal government, available to those residents who are willing to be inoculated. All Public Health Emergency Response (PHER) funds are to be utilized for H1N1 activities only and cannot be used to supplant other funds or for backfill. Examples of how funds may be utilized are; funding for temporary personnel costs associated with mass vaccination, contracting with vaccinators to vaccinate on behalf of public health agencies, and other models for funding temporary mass vaccination personnel.

Other recipient activities may include:

- supporting logistical and administrative costs associated with vaccine administration sites
- providing cold-chain capacity
- implementing public communication strategies, especially those aimed at ACIP priority groups
- identifying medically vulnerable populations and providing vaccinations through mobile vaccination teams, home-based vaccination, institutional vaccination, outreach teams, or other similar means
- assuring adequate security at central receiving sites and vaccine administration sites
- developing IT infrastructure for tracking H1N1 personnel, contractors, contracts, inventory, grant funding, and other expenses
- space rental, refrigeration, and transportation expenses related to transportation from central receiving sites to vaccine administration sites
- buying PPE for "public sector mass vaccination workforce, fit testing costs, and maintenance of a respiratory protection program for pubic and health care sector workforce (in accordance with CDC guidelines)"
- registering and credentialing of volunteers

View All (1 of 3) : Greater of Uncommitted balance or Uncommitted Estimated Receipts ...
CT - DPH- INTF6208P01902414045- 5- Modification- Final

Action Menu

Load T and C Ship/Bill To Lines

	Line	CL Description	Line Amount	Modified
✓	1	Financial assistance	$196,402.00	true
	2	Financial assistance	$0.00	true
	3	Financial assistance	$0.00	true
	4	Financial assistance	$0.00	true
	5	Financial assistance	$188,219.00	true
	6	Financial assistance	$8,183.00	true
	7	Financial assistance	$184,886.00	true
	8	Financial assistance	$0.00	true

Insert New Line Insert Copied Line

First Prev Go To Next Last

Vendor 1: VC6000192096 >

Load T and C Ship/Bill From Header

General information

CL Description : Financial assistance

Warehouse :

Commodity : 841015010000

Stock Item Suffix :

Financial assistance

Supplier Part Number :

Line Type : Service

Quantity : 0.00000

Unit :

Unit Price : $0.00

Discounted Unit Price : $0.00

List Price : $0.00

Contract Amount : $196,402.00

Service From : 08/10/2008

Service To : 06/30/2009

Accounting Profile :

Accounting Template :

Tax Profile :

T & C Template :

Fixed Asset :

Lock Order Specs :

Lock Catalog List Price :

Allow Promotional Pricing :

Vendor Preference Level : 99

Inactive Line :

Commodity Specs :

Extended Description :

Non-Reserved Funding Open Amount Total : $0.00

Item Sub Total : $196,402.0

Tax Amount : $0.00

Line Amount : $196,402.0

Closed Amount : $196,402.0

Open Amount : $0.00

Closed Quantity : 0.00000

Open Quantity : 0.00000

Closed Contract Amt : $196,402.0

Open Contract Amount : $0.00

Referenced Line Amount : $196,402.0

Modified : true

Number of Attachments : 0

Reference

Shipping/Billing

Specification

Matching

Retainage

Tolerance

Discount

Top

Edit | Print | Copy Forward | Close

Menu View Assembly Request

GLOUCESTER CITY COUNCIL 2009
COMMUNICATION
RECEIVED: 09/22/09
NUMBER: COM2009-030
NUMBER OF PAGES: 7
SUBJECT: Expanded Bottle Bill: Municipal Revenues
ACTION: Refer to B&F

-----Original Message-----
From: jackie hardy <jackieahardy@verizon.net>
To: Steve Curcuru <Curcuruward3council@msn.com>; Sharon George <sharongeorge52@yahoo.com>; 'Sefatia Romeo' <sefigiam62@aol.com>; Sefatia Romeo <SROMEO@nhs-healthlink.org>; Phil Devlin <pdevlin51@verizon.net>; Joe Ciolino <weather.vane@verizon.net>; Jackie Hardy <jackieahardy@verizon.net>; Gus Foote <FtDeputyDog@aol.com>; Bruce H Tobey <tobeybruce@aim.com>; Jason NEW Grow <jasongrow@comcast.net>
Cc: Joanne Senos, Asst. City Clerk <JSenos@ci.gloucester.ma.us>
Sent: Tue, Sep 15, 2009 10:15 am
Subject: Fw: Expanded Bottle Bill: Municipal Revenues

Council President Tobey,

In an effort to share information of one Councilor with all Councilors I am forwarding an email I rec'd today from MMA's outreach and advocacy coordinator Tom Philbin.

I ask that this communication be included on the next Council Agenda and referred to the proper standing committee with an invitation to the city's new recycling coordinator to attend that committee meeting so that we may discuss the merits of the matter and how it may benefit the City of Gloucester.

Thank you,
Jackie Hardy

----- Original Message -----
From: Tom Philbin
To: jgiorgio@k-plaw.com ; John.Drobinski@erm.com ; llowe@petrinilaw.com ; dina.siegal@ci.boston.ma.us ; tphilbin@mma.org ; brad.swing@ci.boston.ma.us ; ngoulart@comcast.net ; jkkrieger@rcn.com ; rpenta@hotmail.com ; scott.lang@ci.new-bedford.ma.us ; mayor@salem.com ; robertrane@aol.com ; john.warren@pobox.com ; marcycr@aol.com ; acathcart@concordma.gov ; jackieahardy@verizon.net ; jmerriam@town.harwich.ma.us ; eagleiady@comcast.net ; gooberr@wseinc.com ; mayor@beverlyma.gov ; hdavis@cambridgema.gov ; ppeters@cambridgema.gov
Sent: Tuesday, September 15, 2009 9:24 AM
Subject: Fwd: Expanded Bottle Bill: Municipal Revenues

FYI

9/18/2009

Tom Philbin
Outreach and Advocacy Coordinator
MMA
One Winthrop Square
Boston, MA 02110

617-426-7272 x121
617-695-1314 fax
www.mma.org

EMAIL DISCLAIMER
This message is a private communication. If you are not the intended recipient, please do not read, copy, use, or disclose it to others. Please notify the sender of the delivery error by replying to this message, and then delete it from your system.

Email transmission may not be secure or error free. Information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender does not accept liability for any errors or omissions in the contents of this message that arise as a result of email transmission. Thank you.

----- Forwarded Message -----
From: "Zachary Crowley (DEP)" <Zachary.Crowley@state.ma.us>
To: "Tom Philbin" <tphilbin@mma.org>
Sent: Monday, September 14, 2009 5:22:01 PM GMT -05:00 US/Canada Eastern
Subject: Expanded Bottle Bill: Municipal Revenues

Tom,

Please find attached a study describing the financial benefits that would accrue to municipalities following adoption of an expanded bottle bill. The study concludes that municipalities statewide would annually save a sum total of upwards of **$7 million** upon adoption. This calculation takes into consideration the possible lost revenues that would follow a reduction in the amount of plastic and other materials picked up by cities and towns at curbside.

Please call with any questions,

Thanks,

Zach

Zachary Crowley
Legislative Director
Department of Environmental Protection
1 Winter Street, Boston, MA 02108
(617) 292-5946

Massachusetts Department of ENVIRONMENTAL PROTECTION

Benefits of an Expanded Bottle Bill on Municipal Refuse and Recycling Costs and Revenues*

The Bottle Bill, enacted in 1982, requires a nickel deposit on beer and soda containers. Consumers are allowed to return empty containers to their local retailer or redemption center for a five cent refund. Beverage manufacturers are responsible for the collection and recycling of their products. An expanded Bottle Bill would extend a nickel deposit to water, juice, energy drink and sport drink bottles, which now represent over 30% of the beverages sold in Massachusetts and are the fastest growing segment of the beverage industry. The cost to manage these discarded containers is currently the responsibility of municipalities through collection of public waste receptacles and household trash and recycling programs.

MassDEP commissioned an analysis of the impact of an expanded Bottle Bill on municipal refuse and recycling costs and revenues. In calculating the impact, the study examined the following:

Avoided Collection Costs:
Expanding the Bottle Bill would remove a significant portion of beverage containers typically collected through trash and recycling programs and make the recycling of them the responsibility of manufacturers. The study estimated the annual cost savings through avoided waste and recycling collection costs at roughly $4 to $5 million.

Avoided Disposal Costs:
Since Bottle Bill recycling rates are more than double the rate achieved through traditional municipal recycling programs, significant amounts of beverage containers currently going in municipal trash would be diverted to recycling through the Bottle Bill system. This results in a significant reduction in trash disposal costs. The study estimated avoided disposal costs to be $482,000 to $2,334,000 annually.

Net Recycling Revenues:
An estimated 16,000 tons of beverage containers would be diverted from municipal recycling efforts and recycled through the Bottle Bill system. Communities typically receive some revenue from the sale of these materials. The study estimated these revenues to be nearly $900,000 annually.

The table below summarizes the study's conclusion that an expansion of the Bottle Bill would save municipalities between $3.7 and $6.5 million annually in avoided collection and disposal/recycling costs. "Low" and "High" figures represent two ranges of anticipated redemption under an expanded Bottle Bill.

	Benefits / (Costs)	Low ($)	High ($)
1	**Avoided Collection Costs**	$4,214,000	$5,033,000
2	**Net Recycling Revenues**	($899,000)	($899,000)
3	**Avoided Disposal Costs**	$482,000	$2,334,000
	Subtotal:	**$3,797,000**	**$6,468,000**

Litter Abatement:
Additionally, the study estimated that an expanded Bottle Bill would save Massachusetts municipalities over $600,000 annually in avoided litter collection costs.

For additional information contact:

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* The information contained in this fact sheet references DSM Environmental's 2009 study, "Analysis of the Impact of an Expanded Bottle Bill on Municipal Refuse and Recycling Costs and Revenues," available on request.

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July 21, 2009

Greg Cooper
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Re: Analysis of the Impact of an Expanded Bottle Bill on Municipal Refuse and Recycling Costs and Revenues - FINAL LETTER REPORT

Dear Greg:

You have asked DSM to estimate the impact of the proposed expanded bottle bill on municipal refuse and recycling collection costs and revenues. DSM has developed these estimates on a state-wide basis, which you can apply on a per capita or per household basis to estimate the expected impact on an individual municipality. We recognize that each municipality is different, so that the average for the state will vary from municipality to municipality, but this statewide analysis should provide a rough approximation of the impact of an expanded bottle bill on Massachusetts' municipalities.

Methodology

DSM completed the following steps to estimate the net cost impact on the municipalities associated with adoption of an expanded bottle bill:

- Estimated how many additional beverage containers would be diverted through the deposit system;
- Estimated what percent of these beverage containers are currently being set out for recycling, and what percent are currently being disposed of as refuse;
- For those beverage containers set out for recycling, that will now be diverted through the bottle bill, estimated potential losses in revenue sharing to the municipalities; and,
- For those beverage containers that were being set out as refuse, estimated the savings in refuse collection and disposal costs associated with taking them out of the refuse collection system.

Results

Each of these steps, and the results calculated, are described in more detail below.

Estimated Diversion of New Beverage Containers under an Expanded Bottle Bill

DSM recently completed an analysis for the State of Rhode Island on the cost and impacts of an expanded bottle bill. As part of this analysis, state specific estimates of beverage container sales by material type (e.g. aluminum cans, glass bottles and PET bottles) were developed by Northbridge Environmental for the Rhode Island beverage industry. The source of these data included point of sale bar code data, bottler and distributor surveys, Beer Institute Data and Beverage Marketing Data.

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Rhode Island specific data were provided to DSM confidentially by the beverage industry for use in our analysis of an expanded bottle bill in Rhode Island. We believe that they are more accurate data for Rhode Island than the Container Recycling Institute (CRI) data (which are often cited when states are evaluating expanded bottle bills) because they are based on state-specific purchase data that takes into account not only the material type but the container size and weight – which influences total tons of material.

DSM applied the Rhode Island per capita beverage container data (by material type and weight) to the population of Massachusetts (Census 2008) to estimate total sales of beverage containers that would be subject to an expanded bottle bill in Massachusetts. DSM does not know if the beverage sales mix for Rhode Island accurately represents Massachusetts sales data, but has made the assumption that it would be relatively close given the similarities between the two states.

Because sales of HDPE beverage containers and other materials are so low in comparison to sales in aluminum cans, glass bottles and PET bottles, HDPE and other materials have been excluded from the analysis to simplify results.

Table 1
Estimated Beverage Container Sales
Under an Expanded Bottle Bill

MA EBB Sales (1)	Sales (2) (units per capita)	Sales (units)	Weight (1) (lbs)	Sales (tons)
Aluminum Cans	217	[illegible]	0.0251	20,651
PET Bottles	294	455,930,787	0.0098	27,657
Glass Bottles	170	262,[illegible]	0.1000	179,872
Total Containers	681	2,[illegible]		234,868
(1) Based on net (see estimates page for [illegible])				
(2) MA Population 2008 (Census) used		6,497,967		

MADEP provided DSM with beverage container sales and returns under the existing bottle bill for FY 2008. However these data were only available for total unit sales and returns, not by package type, which can be critical with respect to the tonnage potentially available for recycling under an expanded bottle bill. Using a range of container types, DSM estimated current returns of aluminum, PET, and glass containers under the current bottle bill.

DSM then estimated returns under an expanded bottle bill (EBB) based on California data on return rates by material type and current return rates in Massachusetts. Using these data, DSM developed a high and low scenario for returns under an EBB.[1]

The difference between returns under an EBB and the current bottle bill are expressed in a range by material type. DSM has used a range because there are significant uncertainties in the estimates that DSM has had to make. Table 2, at the end of this letter, shows these estimates.

[1] Data from California are used instead of Maine because distributors in Maine are not required to report to Maine on return rates.

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Allocation of Increased Beverage Container Returns between Recycling and Refuse

Some of the increased recycling through an EBB would come from the existing curbside and drop-off recycling programs and some would come from the refuse. DSM used data provided by MADEP on total MRF deliveries to estimate quantities of glass, PET and aluminum currently recycled by municipalities. Then, using data from New York City's Residential Waste Characterization Study on the composition of commingled recycling set-outs, DSM calculated the percentage of aluminum cans, glass containers and PET containers that would be subject to the expanded bottle bill.

Beverage containers found in NYC recycling set-outs were 69% of all recycled PET bottles, 37% of all recycled glass containers and 94% of all recycled aluminum cans by weight. DSM then assumed that 75% of the PET, glass and aluminum beverage containers set out for recycling instead would be diverted through an EBB.[1] The remaining tons of glass, PET and aluminum beverage containers were assumed to have been previously set out with refuse and therefore would be diverted from disposal.

Table 3 shows the MADEP 2007 municipal recycling tonnage data for PET, aluminum and glass containers (based on data on the material mix of commingled containers data from the three major MRFs) and the estimated percentage of beverage containers subject to the EBB that would be diverted.

Table 3.
Estimate of Current Beverage Container Recycling
Through MRFs (2007)

	MRF Totals (Tons)	% Recyclable Containers (1)	Beverage Containers Only (Tons)	75% of Beverage Containers Diverted
All Containers				
PET	8,587	69%	5,926	4,444
Al	1,778	94%	1,671	1,253
Glass	65,723	37%	24,311	18,233
Total	76,088		32,907	24,030

(1) Based on NYC Residential and Street Basket Waste Characterization Study (2004-05), NYC Drink Container Waste (March 2007).

Impact on Material Revenues

As discussed above, under an EBB some beverage containers would continue to go through MRFs. Assuming 75% of beverage containers received at MRF's instead would be diverted through the redemption system, roughly 24,000 tons would be diverted (Table 3).

The impact on material revenues was estimated by multiplying the estimated tons of beverage containers, by material type, assumed to be diverted from municipal recycling by current material prices. Municipalities do not, however, receive all of the revenue from the sale of material. Revenue sharing agreements vary throughout Massachusetts depending on the MRF and on the negotiated agreement with the municipality. For purposes of this analysis we assumed that on average municipalities pay a processing fee of $25 per ton for all bottles and cans delivered to a MRF, and then receive 50 percent of the material sales revenue.

[1] DSM assumed that the remaining 25% of material would be from those recyclers who continued to recycle their beverage containers through curbside and drop-off programs, even with an expanded bottle bill.

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Table 4 presents these estimated net losses in revenues to the municipalities after netting out the savings in processing fees.

Table 4.
Estimated Net Losses In Revenues
To Municipalities

	Material Recycled (Tons)	Processing Fee ($25/ton)	Net Revenues ($1/lb)	Revenue Loss (50% $ value)	Losses ($)
Aluminum Cans	1,210	(30,250)	850	$425,000	$395,750
PET Bottles	4,444	(111,100)	444	$222,000	$110,900
Glass Bottles (1)	12,416	(310,400)	20	$10,416	-$299,984
Total	18,070	(451,750)		$657,416	$206,666

(1) Table 4 shows the mid range estimate for glass recovery under an EBB to estimate potential losses of glass from MRFs to the redemption system.

Impact on Municipal Collection Costs

Removing beverage containers from both municipal recycling and refuse collection vehicles has a potential impact on both recycling and refuse collection costs. In essence, these are marginal cost savings because the collection vehicle is still traveling the route to collect the remaining material set out as either recycling or refuse. These marginal cost savings are highly dependent on the collection system in each municipality, but do exist because there is additional capacity on the collection trucks after removing this material.

DSM has estimated these collection cost savings by converting the tons of bottle bill material that will no longer be collected to compacted cubic yards, and then divided those total compacted cubic yards by an average daily refuse and recycling truck capacity. The result can be converted into a reduction in the number of refuse and recycling trucks used state-wide, and then multiplied by an average annual truck cost to estimate statewide savings in collection costs. Truck operating costs shown are on the low side to reflect estimated marginal cost savings.

Table 5.
Potential Avoided Municipal Collection Costs

Scenarios	Tons (1)	Cubic Yards Compacted	Yards / Truck / Year	Estimated Trucks	Potential Savings ($) (2)
Low	26,600	711,479	10,500	63	$4,414,071
High	54,147	650,590	10,500	62	$5,033,113

(1) From Table 2
(2) Savings based on $80k per truck (estimated avoided marginal truck operating costs).

It should be noted however that some of these avoided cost savings fall on the commercial generators (e.g. bars, restaurants and other locations where beverage containers are consumed and disposed) and who currently recycle or dispose of these containers. These percentages have been excluded from the analysis, and would reduce the benefits to the municipalities shown above.

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Avoided Disposal Costs

The calculation of avoided disposal costs is straightforward. DSM simply took the total tons of beverage containers diverted from refuse (as opposed to diverted from the recycling bin) due to the EBB and multiplied this tonnage by an assumed statewide average tipping fee of $85 per ton. Table 5 shows the potential for reductions in tip fees that the municipalities could experience.

However, like avoided collection costs, some of these avoided disposal costs would also fall on commercial generators who currently recycle or dispose of these containers with other materials.

Table 6.
Potential Avoided Tip Fees

Reduced Tip Fees				
Scenario	Additional Diversion From EBB (tons)	Minus Diversion from Recycling (tons)	Net Tons from EBB (tons)	Potential Tip Fee Savings ($)
Low	25,000	18,079	7,055	$599,675
High	54,000	18,079	35,921	$3,053,283

Net Impact

Table 7. below presents DSM's best estimate of the range of net impacts of an EBB on municipal costs and revenues.

Table 7
Estimated Costs and Savings From EBB

	Low	High
Benefits / (Costs)	(1)	(1)
Avoided Collection Costs	$3,811,974	$7,000,116
Net Municipal Revenues (2)	($668,425)	($668,425)
Avoided Disposal Costs	$599,675	$3,053,283
Subtotal	$3,797,911	$9,484,844

(1) Note that costs (or losses) are in parenthesis.
(2) Municipal revenue losses are from Table 4.

Litter Savings

In addition to the costs and benefits to the municipalities, there are also litter collection savings associated with an EBB. DSM has estimated the marginal impact on litter associated with an expanded bottle bill, and then applied a national average cost per ton of litter collected (e.g. $1200) to estimate the savings in litter collection costs. These cost savings are distributed between state and local litter collection efforts, however there are no data available on what this distribution is.

Therefore Table 8 shows estimated total savings without attempting to allocate these savings to municipalities versus the Commonwealth.

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Table 8
Estimate of Savings Related to Litter Collection

MA Estimated Tons (based on data from 8 states)	14,984
Beverage Containers (ESS of bev based on bottle data) (1)	868
% Consistent with Deposit (65%)	65%
Net Reduction in Litter (tons) (2)	447
Cost Per Ton Collected	$1,200
Savings	$536,772

(1) Iowa is the only state with a bottle bill where litter composition data was available.
(2) The reduction in tons is based on the difference between non bottle bill state's and Iowa's percentage of litter that was beverage containers.

Conclusion

In conclusion, the EBB is estimated to reduce costs for Massachusetts municipalities, even after netting out potential revenue losses. DSM estimates that total savings would be between $3.8 and $9.5 million dollars annually. These include savings to commercial generators that recycle and dispose of beverage containers.

These savings are primarily due to reduced collection and disposal costs for the material diverted through the EBB. Lost revenue from the material that is currently collected in municipal recycling programs is relatively insignificant when compared to these avoided collection and disposal costs.

Sincerely,
DSM Environmental Services, Inc.

Natalie Starr

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TABLE 2
Returns Estimates

EBB Returns Estimate

Material	Sales (tons)	(A) Capture (%)	(A) Returns (tons)	(B) Capture (%)	(B) Returns (tons)
Aluminum Cans	20,631	70%	14,[illegible]	80%	16,[illegible]
PET Bottles	43,657	64%	27,940	70%	30,[illegible]
Glass Bottles	170,[illegible]	53%	90,[illegible]	65%	110,[illegible]
Total:	234,[illegible]		144,[illegible]		157,[illegible]

BB Returns Estimate

Material	(C) Capture (%)	(C) Returns (tons)	(D) Capture (%)	(D) Returns (tons)
Aluminum Cans	70%	12,[illegible]	75%	13,[illegible]
PET Bottles	54%	1,[illegible]	19%	3,[illegible]
Glass Bottles	64%	98,[illegible]	86%	86,[illegible]
Total (1)	56%	115,[illegible]		103,[illegible]

Difference in Returns

Material	(A) - (C) (tons)	(A) - (B) (tons)	Range (B) - (C) (tons)	(B) - (D) (tons)	Range Low (tons)	Range High (tons)
Aluminum Cans	[illegible]	[illegible]	2,[illegible]	[illegible]	1,[illegible]	2,[illegible]
PET Bottles	23,[illegible]	24,[illegible]	26,[illegible]	26,[illegible]	23,[illegible]	26,[illegible]
Glass Bottles	107	12,[illegible]	12,[illegible]	24,[illegible]	107	24,[illegible]
Total:	25,[illegible]	37,[illegible]	42,[illegible]	54,[illegible]	25,[illegible]	54,[illegible]

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