



GLOUCESTER CITY COUNCIL

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

Budget & Finance Committee

Thursday, June 20, 2013 – 6:00 p.m.
1st Fl. Council Committee Rm. – City Hall

AGENDA

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

1. *Request from City Hall Restoration Commission re: acceptance of a donation in the amount of \$100,000*
2. *Memorandum, Grant Application & Checklist from Police Chief re: FY14 PSAP 911 Grant of \$61,795*
3. *Memorandum from Police Chief re: permission to pay invoice for services procured without a P.O. in place*
4. *Memorandum from Mayor to City Council re: Settlement of Fire Department Contract*
5. *Memorandum, Grant Application & Checklist from Community Development Director & Public Health Director re: Mass in Motion Get Fit Gloucester! Year 5 Grant*
6. *CC2013-021 (Verga) Develop and implement a use and fee structure for the Magnolia Woods facility under GCO Sec. 2558 and amend GCO by adding new subsection 2-555(1) (a) entitled, "Use & Fee Structure*
7. *DEP Written Determination (MGL Chapter 91) for Temporary Parking Facility at 65 Rogers Street (DPA)*
8. *FY13 Special Budgetary Transfers and Supplemental Appropriations*
9. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor's Report*

COMMITTEE

Councilor Paul McGeary, Chair
Councilor Joseph Ciolino, Vice chair
Councilor Melissa Cox

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk
Jim Duggan
Kenny Costa
Jeffrey Towne
Maggie Rosa
Police Chief Leonard Campanello
Fire Chief Eric Smith
Tom Daniel

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



"BUILD NOT FOR TODAY BUT FOR TOMORROW AS WELL"

May 2013

Mayor Carolyn A. Kirk
City of Gloucester
City Hall
9 Dale Ave
Gloucester, MA 01930

Dear Carolyn,

RE: Donation from the Gloucester Fund to City Account, 295024 (City Hall Restoration)

The City Hall Restoration Commission voted unanimously at its May 20th meeting to transfer \$100,000 from its account in the Gloucester Fund to the City Hall Restoration account (Fund 295024). The funds which were raised by private donations and the proceeds from the Bananas Fashion Show are to be used specifically to continue the preservation of City Hall and specifically for repair/restore auditorium windows. The Commission also requests that any interest accumulating on these funds remain with and become a part of the account 295024 (MGL chapter 44, section 53A).

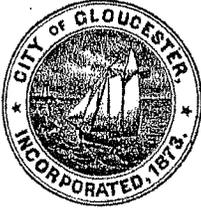
Upon acceptance of this money by the City Council the Commission will instruct Barry Pett, manager of the Gloucester Fund to furnish the city with the check.

Thank you

A handwritten signature in cursive script that reads "Maggie".

Maggie Rosa
Chair, City Hall Restoration Commission

Cc: Jeff Towne,
Barry Pett
Members of the City Hall Restoration Commission.



GLOUCESTER POLICE DEPARTMENT
Office of the Chief of Police
197 Main Street
Gloucester, MA 01930

Chief Leonard Campanello
(978)281-9775

Memorandum

May 28, 2013

To: Mayor Kirk

From: Chief Leonard Campanello

RE: Seeking Approval to Apply for FY14 PSAP 911 Grant

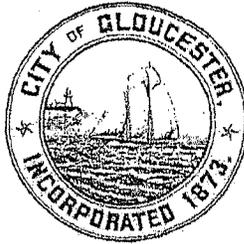
Madame Mayor,

Please find enclosed the grant application for the FY14 PSAP Support and Incentive Grant issued by State 911. This is a yearly grant awarded to Gloucester and covers costs associated with overtime related to 911 dispatching and Computer Aided Dispatch Systems IT costs. This is a reimbursement type grant in the amount of \$61,795.00. We are seeking approval to apply for this grant as soon as possible. It is our intention to improve the reimbursement process in the coming year.

I would ask that you forward this to the appropriate City Council entity for further review.

Respectfully,


Leonard Campanello
Chief of Police



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal _____ Other _____

Name of Grant: FY14 Support & Incentive Grant

Department Applying for Grant: Police

Agency-Federal or State application is requested from: State 911 Department

Object of the application: Provides funding for E911 salaries/overtime/equipment

Any match requirements: None

Mayor's approval to proceed: *[Signature]* 6/5/13
Signature Date

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

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

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

Auditor's distribution to managing department: _____
Department Date sent

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

FORM: AUDIT GRANT CHECKLIST - V.1



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**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable)
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Police

ACCOUNT NAME: FY14 State E911 Salaries/Support Incentive

FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A

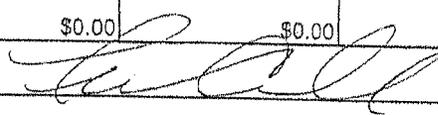
CFDA # (Required for Federal Grants): _____

DATE PREPARED: 6/3/13

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_ _ _ _)				
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_ _ _ _)				
Sal/Wages	\$35,795			\$0.00
				\$0.00
Equipment	\$26,000			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$61,795 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE



DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____

FORM: AUDIT ACCOUNT BUDGET - V1

State 911 Department Grant Application Checklist

Checklist:

- Signed and Dated PSAP and RECC Support and Incentive Grants Application Page
- Completed Budget Summary Page
- Completed Budget Narrative

Personnel: include name(s), hourly rate(s), and overtime rate(s)

HVAC: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

CAD: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Radio Console: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Console Furniture/Chairs: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Fire Alarm Receiving & Alerting Equipment: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Other Equipment: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Regional PSAPs and RECCs only:

Public Safety Radio Systems: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Regional Secondary PSAPs only:

CPE Maintenance: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

- Completed Authorized Signatory Listing Page
- Completed and Notarized Proof of Authentication of Signature Page
- Signed and Dated Standard Contract Page
- Provide Original and Three (3) Copies

Type of PSAP: (please check one)

- Primary
- Regional
- Regional Secondary
- Regional Emergency Communication Center

1. Name of Applicant

City of Gloucester Police Department
 Address 197 Main Street
 City/Town/Zip Gloucester, MA 01930
 Telephone Number 978-281-9775
 Fax Number 978-282-3026
 Website

2. Name /Title of Authorized Signatory

Chief Leonard Campanello
 Address (if different from above)
 Telephone Number
 Fax Number
 Email Address lcampanello@gloucester-ma.gov

3. Contact Name/Title for Grant Questions

Stacie Couture Financial Coordinator
 Telephone Number 978-281-9775 ext. 2
 Fax Number 978-282-3026
 Email Address scouture@gloucester-ma.gov

4. Total Grant Program funds requested.

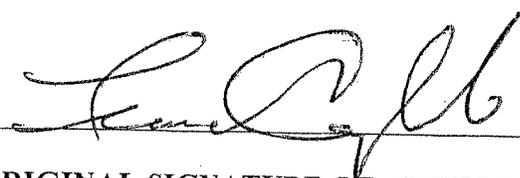
\$61,795.00

5. Goal and Desired Outcome

Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

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

Signed under the penalties of perjury this 30th day of MAY, 20 13



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY
(in blue ink)

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$35,795
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$26,000
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
TOTAL*	\$ 61,795

*Total amount must exactly match amount requested on application page

**PRIMARY PSAP, REGIONAL PSAP, REGIONAL SECONDARY PSAP, & RECC
DETAIL NARRATIVE**

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

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2014 State 911 Department Training Grant. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer’s salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

A. Personnel costs – List Certified Enhanced 911 Telecommunicators or Personnel in the Process of Obtaining Certification as an Enhanced 911 Telecommunicator

Last Name, First Name	Regular Pay Rate	Overtime Pay Rate
Aberle, Josiah	\$26.95	\$40.43
Adelfio, Vincent	\$26.95	\$48.51
Aiello, Brian	\$26.95	\$48.51
Alves, Clifford	\$26.95	\$50.53
Balbo, Joseph	\$24.69	\$44.44
Bouchie, Shawn	\$26.95	\$40.43
Brosnan, Jill	\$26.95	\$48.51
Cahill, William	\$26.95	\$50.53
Carr, George	\$26.95	\$48.51
Catarino, Joseph	\$26.95	\$50.53
Cecilio, Marc	\$26.95	\$50.53
Cherry, Peter	\$26.95	\$40.43
Chipperini, Brendan	\$26.95	\$40.43
Ciolino, Jerome	\$26.95	\$44.47
Conners, Sean	\$26.95	\$44.47
Crowley, Brian	\$24.69	\$37.04
Duffany, Scott	\$26.95	\$40.43
Duwart, Carlton	\$26.95	\$40.43

Fialho, Heidi	\$24.69	\$44.44
Footte, Mark	\$26.95	\$40.43
Frates, Christopher	\$26.95	\$50.53
Genovese, Christopher	\$26.95	\$44.47
Giacalone, Anthony	\$26.95	\$40.43
Hicks, Kevin	\$26.95	\$44.47
Johnsen, Robert	\$26.95	\$44.47
Knickle, Andrew	\$26.95	\$44.47
Lamberis, Stephen	\$26.95	\$50.53
Liacos, Christopher	\$26.95	\$44.47
Mackey, Kevin	\$26.95	\$48.51
Mizzoni, Steven	\$26.95	\$44.47
Moseley, Heath	\$26.95	\$40.43
Muise, Kevin	\$26.95	\$44.47
Nicastro, Jeremiah	\$26.95	\$44.47
Officer, James	\$26.95	\$50.53
O'Leary, Timothy	\$26.95	\$40.43
Palazola, Robert	\$26.95	\$48.51
Parady, Joseph	\$26.95	\$44.47
Piscitello, Ronald	\$26.95	\$44.47
Quinn, Michael	\$26.95	\$50.53
Quinn, Thomas	\$26.95	\$50.53
Sargent, Wayne	\$26.95	\$50.53
Scola, Michael	\$26.95	\$48.51
Simoes, Troy	\$26.95	\$40.43
Stuart, Leon	\$26.95	\$40.43
Sutera, Peter	\$26.95	\$48.51
Trefry, Jonathan	\$26.95	\$48.51
Personnel in the Process of Obtaining Certification as an Enhanced 911 Telecommunicator		

Please use additional pages if needed. Please mark with letter A.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Environmental control equipment

Description:

Vendor:

Attach Quote

Total Category B

\$ _____

C. Computer-aided Dispatch Systems – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

C. Computer-aided dispatch systems

Description: Contract (July 1, 2013 to December 31, 2013) with Delphi Technology Solutions, Inc. 4 Plymouth Avenue, Wilmington, MA. For IT support directly related to “enhance and maintain computer aided Dispatch Systems through current and developing Dispatch related technology needs”.

Vendor: Delphi Technology Solutions, Inc.
4 Plymouth Ave.
Wilmington, MA

Attach Quote

Total Category C

\$26,000

D. Radio Consoles – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio systems shall comply with EOPSS Statewide Interoperability Emergency Communications (“SIEC”) guidelines. The State 911 Department will submit requests for such funding to the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC guidelines. Questions relating to the SIEC guidelines should be directed to the SWIC, Steve Staffier, who can be reached by email at steve.staffier@state.ma.us and by telephone at 508-820-2022.

D. Radio console

Description:

Vendor:

Attach Quote

Total Category D

\$ _____

E. Console Furniture and Dispatcher Chairs – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of console furniture and dispatcher chairs necessary for enhanced 911 telecommunicators working at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to perform their jobs effectively and in an ergonomically appropriate manner. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such console furniture and dispatcher chairs, including shelving, storage cabinets, and rotary resource files, used in the physical space used for the provision of enhanced 911 service.

E. Console furniture and dispatcher chairs

Description:

Vendor:

Attach Quote

Total Category E

\$ _____

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, maintenance, and/or update of fire alarm receiving and alerting equipment used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Funding may be used to purchase, install, replace, maintain, and/or update systems used by such PSAPs to alert remote station personnel of emergency responses, including hardware and components installed within remote station locations. Funding for street or structure based cable or radio fire alarm boxes and related hardware is not permitted.

F. Fire alarm receiving and alerting equipment

Description:

Vendor:

Attach Quote

Total Category F

\$ _____

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911

Service – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other equipment

Description:

Vendor:

Attach Quote

Total Category G

\$ _____

**REGIONAL PSAP & RECC ONLY
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.

H. Regional PSAPs and RECCs ONLY:

Public Safety Radio Systems – to defray costs associated with the acquisition and maintenance of radio systems (including circuit costs for connectivity) used for police, fire, emergency medical services, and/or emergency management communications. Only Regional PSAPs and RECCs are eligible for funding in this category. All radio systems shall comply with EOPSS Statewide Interoperability Emergency Communications (“SIEC”) guidelines. The State 911 Department will submit requests for such funding to the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC guidelines. Questions relating to the SIEC guidelines should be directed to the SWIC, Steve Staffier, who can be reached by email at steve.staffier@state.ma.us and by telephone at 508-820-2022.

Description:

Vendor:

Attach Quote

Total Category H

\$ _____

All goods and/or services must be received on or before June 30, 2014 to be eligible for reimbursement under the Fiscal Year 2014 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

**REGIONAL SECONDARY PSAP ONLY
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative.

I. Regional Secondary PSAPs ONLY:

Regional Secondary PSAP 911 Customer Premises Equipment Maintenance – to defray costs associated with maintaining PSAP 911 customer premises equipment. ONLY regional secondary PSAPs are eligible for funding in this category.

(The Department assumes the responsibility of all costs for maintenance of CPE at all primary PSAPs and regional PSAPs and RECCs). Note: Regional Secondary PSAPs are eligible for the purchase, installation and/or upgrade of CPE equipment under the State 911 Department Regional PSAP and Regional Secondary PSAP and RECC Development Grant.

Description:

Vendor:

Attach Quote

Total Category I

\$ _____

All goods and/or services must be received on or before June 30, 2014 to be eligible for reimbursement under the Fiscal Year 2014 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM.

CONTRACTOR LEGAL NAME: (and d/b/a): City of Gloucester - Police Dept	COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS
Legal Address: (W-9, W-4, T&C): 197 Main Street Gloucester, MA 01930	Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780
Contract Manager: Chief Leonard Campanello	Billing Address (if different):
E-Mail: lcampanello@gloucester-ma.gov	Contract Manager: Marilyn Godfrey
Phone: 978-281-9775 Fax: 978-282-3026	E-Mail: 911DeptGrants@state.ma.us
Contractor Vendor Code: VC6000192096	Phone: 508-821-7299 Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)	MMARS Doc ID(s): CT SUPG
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) <u> X </u> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u> X </u> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u> X </u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$61,795	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2013 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ___ 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2014</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.02, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>5-30-13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>LEONARD CAMPANELLO</u> Print Title: <u>Chief of Police</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>

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
Chief Leonard Campanello	Police Chief

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: 5/30/13

Title: Police Chief

Telephone: 978-281-9775

Fax: 978-282-3026

Email: lcampanello@gloucester-ma.gov

[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.

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.3

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

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

Title:

X *[Handwritten Signature]*

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

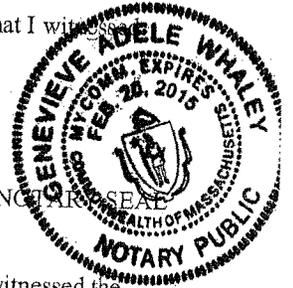
AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

ESSEX COUNTY, MASSACHUSETTS

I, *Genevieve Adele Whaley* (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:

May 30, 20 *13*.

My commission expires on: *February 20, 2015*



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



Delphi
Technology Solutions

Network Administration and Maintenance Agreement

The Client:

Gloucester Police Department
197 Main Street
Gloucester, MA 01931

Contact Information:

Contact Name:	Chief Campanello
Contact Phone:	(978)283-1212
Contact Email:	icampanello@gloucester-ma.gov

Confidentiality

The information put forth in this document shall not be disclosed outside of the intended organization listed above and shall not be duplicated, used or disclosed in whole or in part without the express permission of Delphi or The Client.

Statement of Work

This Statement of Work (SOW) defines the scope of work to be performed by Delphi Technology Solutions, Inc. or its assignees under the terms and conditions of Delphi and *The Client*. This SOW defines the tasks, provides an estimated schedule, and explains the responsibilities of both Delphi and The Client.

General Assumptions

Estimates included in this SOW are based upon certain key assumptions. The following General Assumptions are standard to each SOW. An additional section entitled Project Specific Assumptions appears later in this document. Any deviations to these General Assumptions and/or Project Specific Assumptions that arise during the proposed project will be managed according to the procedures described in the Project Change Control Procedure. Delphi maintenance contracts are self-extending automatically with an increase of 1.5% of annual price, unless Delphi Technology Solutions, Inc. is notified 60 days in advance of revised renewal date of record.

Hardware/Software

Hardware and Software components are not included in this SOW, except where otherwise indicated.

Service Periods

Delphi will provide services during standard business hours, 8:30AM to 5:00PM, Monday through Friday. Services performed outside of the standard service hours will be considered 'non-standard' hours, and will be billed at 1.5 times the standard hourly rate.

Any additional professional services required outside of this agreement will be billed on a time and material basis and must be mutually agreed upon by Delphi and The Client.

Scope of Services

Delphi will provide qualified network administrators and consultants to work with the client's staff members to administer and maintain the network infrastructure as it relates to any Computer Assisted Dispatch (CAD) systems as directed by the Client.

Delphi Technology Solutions is not responsible for hardware or software that is not related to providing network infrastructure. Examples include financial software, payroll software, everyday use applications like word processors, non-functioning peripherals and the like.

Delphi Technology Solutions will make every effort to assist with hardware and software that are not related to network infrastructure, however, the support of this hardware or software lies primarily with the manufacturer. At the request of the client, Delphi will work on its own or with the manufacturer in order to resolve issues with these items or assist employees with use of these items. In all cases, Delphi's usual charges will apply.

Delphi Technology Solutions, Inc. Responsibilities

Delphi will:

Complete network administration, maintenance and troubleshooting tasks and projects as directed by the designee of the client. Tasks completed as time allows within the monthly, pre-scheduled maintenance agreement hours.

Client Responsibilities

The Client agrees to designate a representative who will be the focal point for all communication with us relative to this Statement of Work and:

1. Will have the authority to act on The Client's behalf in matters regarding this Statement of Work
2. Provide suitable workspace with telephone, e-mail and internet access for our consultants while working on your premises
3. Provide access to servers and workstations during the hours we agree upon
4. Provide the consultant the user ID parameters, passwords and other related information which is required to enable us to complete this service
5. Provide suitable and sufficient storage media for the protection of the programs and others tasks that the Delphi consultants will be working on
6. Provide client staff members to test the implementation and provide a statement that the implementation works as outlined in this statement of work.

Purchase Order Line Items

In order to facilitate timely invoicing, Delphi recommends that the Purchase Order for this account show the following line items at a minimum:

- 1) Professional Services per hour (or project based) as indicated above
- 2) Extra Ordinary Travel and living will be billed at actual expense.
- 2) Other out-of-pocket expenses to be billed as incurred.

Usual Charges

Delphi will invoice the client on an hourly basis for those professional services performed/products supplied under this Statement of Work.

Travel will be billed at 0.65 per mile.

All support calls to Microsoft or any other company are billed to The Client at actual cost.

The professional charges for this consulting engagement are:

\$125.00/hour for each Delphi consultant for on-site work during the agreed pre-scheduled maintenance hours.

\$125.00/hour for each Delphi consultant for any on-site work during standard hours that are not part of the weekly, pre-scheduled maintenance hours.

\$187.50/hour for each Delphi consultant for any on-site work during non-standard hours.

\$95.00/hour for any Delphi consultant engaged in telephone technical support.

Minimum onsite billable time is 1 hour. Minimum remote billable time is 0.5 hour.

Payment Terms

This agreement will be invoiced in two installments at \$13,000.00 per invoice. Standard 15 day net terms apply to each invoice. The total cost outlined in this statement of work is \$26,000.

Project Change Control Procedure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
2. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes

beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Employee – Non-Compete

During the duration of this Statement of work, neither party will approach or engage in activities to recruit employees, sub-contractors or others involved in this activity by either company. In the event that an individual is approached and employed by the other party, a damages fee of six months (6) salary will be paid to the injured company.

Schedule

Prescheduled maintenance hours shall be determined by the Client and Delphi. The actual day of the week and time of day when services will be rendered will be mutually agreed upon by Delphi Technology Solutions and the Client at the time of contract execution. Modifications to this maintenance schedule shall be mutually agreed to in advance by the Delphi Project Manager or consultant and the client.

Scheduling or services provided outside the above maintenance hours shall be mutually agreed to in advance by the Delphi Project Manager or consultant and the client.

Upon signing and sending this document to Delphi, the Client agrees to the conditions put forth herein, and services to be performed between the following dates:

Effective date: **July 1, 2013**

Expire date: **December 31, 2013**

Delphi maintenance contracts are self-extending, automatically, unless Delphi Technology Solutions, Inc. is notified 60 days in advance of revised renewal date of record.

Agreed To:
Gloucester Police Department
197 Main Street
Gloucester, MA 01931

Agreed To:
Delphi Technology Solutions, Inc.
226 Lowell St, B4
Wilmington, MA 01887

Gloucester Police Department

Delphi Technology Solutions, Inc.

Agreed Date

Agreed Date

ENCLOSURE 4



GLOUCESTER POLICE DEPARTMENT
Office of the Chief of Police
197 Main Street
Gloucester, MA 01930

Chief Leonard Campanello
(978)281-9775

Memorandum

May 20, 2013

To: Mayor Carolyn Kirk

From: Leonard Campanello

Cc: Jim Duggan, Chief Administrative Officer

RE: Approval to pay invoice without PO

Mayor,

In August of 2012, one of the Police Departments Homeland Security Cameras failed and needed to be repaired. The Pasek Company was called and it was later determined that the service call was not covered under the service agreement the department has with Pasek (see letter from Lt. Aiello enclosed). A purchase order was not pulled previous to the service call and I am asking for approval by City Council to pay this bill,

I respectfully ask that this be presented to the City Council for review.

Sincerely,

Leonard Campanello
Chief of Police
Gloucester Police Department

PASEK CORPORATION

Established 1876

9 West Third Street, So. Boston, MA 02127
Tel: (617) 269-7110 | (800) 628-2822
FAX: (617) 269-0547 | (800) 262-0547

The Security Company

*** DUPLICATE INVOICE ***

Invoice #: R 922403

Page #: 1

B GLOUCESTER POLICE DEPARTMENT
I 197 MAIN STREET
L GLOUCESTER , MA 01930
L

W ATTN: LT JOE AIELLO
O 978-375-6969
R
K RE: POWER OUTAGE

213803

(27)

(59)

Date	Your Order #	Ship Via	Terms
08/31/2012	JOE AIELLO	ROAD	NET 30 DAYS

Quantity	Description		Unit Price	Amount
1.	RADIO INJECTOR	EA	220.00	220.00
1.	BUCKET TRUCK - BUCKET TRUCK RENTAL	EA	250.00	250.00
1.	SIDEBAND SYSTEMS	EA	770.00	770.00

REPAIRED CUSTOMER'S CAMERA AT OUTSIDE NEMA BOX, REPLACED WIRELESS RADIO INJECTOR FOR PORT (SIDEBAND SYSTEMS) & TESTED AS DIRECTED.
LABOR:

SERVICES RENDERED: 08/06/2012

SERVICE TECHNICIAN * 5.00 HR(S): \$ 540.00 540.00

Sub-Total:	1,780.00
Sales Tax:	.00
Shipping:	.00
TOTAL:	1,780.00

PAST DUE!

WE WOULD APPRECIATE YOUR PAYMENT TODAY!

City Hall
Nine Dale Ave
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: Gloucester City Council
FR: Mayor Carolyn A. Kirk
RE: Settlement of Fire Department Contract
DT: June 6, 2013

13 JUN -6 AM 11:50
CITY CLERK
GLOUCESTER, MA

Councilors,

We are pleased to report that the Fire Department union Local 762, IAFF last night ratified the tentative agreement reached between the Administration and the bargaining committee. The agreement is the result of a "roll up your sleeves" approach where both the union and the Administration were committed to finding a solution for opening outskirt stations in a sustainable manner for the citizens of Gloucester.

The agreement calls for a wholesale restructuring of the department which will be phased in over the course of the next year with full implementation planned for July 1, 2014. At the heart of the restructuring is the consolidation of the four duty groups which are currently staffed at 18 personnel to three duty groups which will be staffed at 24 personnel.

Group staffing at 24 personnel increases firefighter safety, allows for the absorption of leave time without incurring high overtime costs and virtually ensures that shifts will be staffed at 18 personnel or greater. A minimum of 18 personnel on duty is required to staff headquarters, West Gloucester, Bay View, and Magnolia.

The agreement also takes into account many of the recommendations that have come from the Fire Dept. Audit conducted in 2009, and a variety of After Action Reports. Notably, it calls for the establishment of the position of Lieutenant which is necessary for proper span of control and incident management at fire and incident scenes. The agreement also establishes two new positions: a non-union Assistant Fire Chief, and Master Mechanic who will become a member of GMMA.

The Master Mechanic position is particularly important because it provides a level of consistent oversight over the maintenance of Fire Dept. assets which are very expensive investments, e.g., \$250,000 for an ambulance, \$900,000 for a ladder truck. Today, there is a mechanic assigned to each duty group on a four day cycle with no consistency or oversight in between the shifts. This agreement addresses this systemic deficiency in the Dept.'s ability to protect the assets in an optimum way.

Page 2 of 2

Memo to Council – Fire Dept Contract Settlement

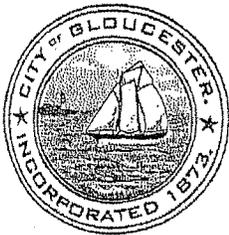
June 6, 2013

The agreement also provides incentives for professional development. At each level in the department, personnel will be encouraged to obtain formal professional certifications, e.g., Fire Officer I, II, or III.

The financial arrangement in the contract from a wage standpoint mirrors the recent settlements with the two police unions (2% per year for three years). However, due to the collapse of the groups, and the increase in weekly hours from 42 hours of work to 56, wages will reflect the increase in the number of hours worked per week.

There is much work to be done over the next year to prepare for the implementation of this agreement, however, the hardest work has been done. I want to thank Fire Chief Eric Smith for his leadership throughout these negotiations. We are also grateful for the leadership of Deputy Chief Steve Aiello, union president, and his team on the union side of the negotiations. In addition, CAO Jim Duggan, and Personnel Director Sally Polzin are to be commended for bringing these negotiations to a successful conclusion.

This agreement places the citizens of Gloucester first and foremost, and it is my hope that as the City Council learns more about the agreement and its planned implementation, that you will join me in giving it wholehearted support.



CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT
3 POND ROAD, GLOUCESTER, MA 01930

MEMORANDUM

DATE: May 21, 2013
TO: Mayor Carolyn Kirk
FROM: Tom Daniel, Community Development Director *TMD*
Noreen Burke, Health Director *NB*
CC: Stephen Winslow, Senior Project Manager
Re: *Get Fit Gloucester!*: Mass in Motion Year 5 Grant

The Community Development and Health Departments are pleased to report that Massachusetts Department of Public Health and associated funding partners will provide the City an additional twelve month grant totaling \$60,000 for the Mass in Motion Municipal Wellness and Leadership Program that funds *Get Fit Gloucester!* The grant award for Year 5 covers the period from May 15, 2013 through May 15, 2014. Mass in Motion is a statewide movement that promotes opportunities for healthy eating and active living in the places people live, learn, work and play. The ultimate goal of Mass in Motion is reduce obesity and chronic diseases such as diabetes, heart attacks and stroke.

The program results in health benefits for individuals as well as improving Gloucester's overall quality of life. For the last four years, Gloucester has used Mass in Motion funds to support *Get Fit Gloucester!* and the work of Senior Project Manager Stephen Winslow in the Community Development Department. The overall goals of *Get Fit Gloucester!* include increasing rates of physical activity of all types and consumption of healthier foods. Those goals are achieved through efforts to create more accessible and enjoyable options for physical activity and by increasing access to and appreciation of healthy and affordable foods, including locally or regionally harvested foods.

Get Fit Gloucester! has successfully worked on many improvements within the City that promote physical activity including reconstruction of Newell Stadium, Burnham's Field, sidewalks and other outdoor facilities. *Get Fit Gloucester!* partners including The Open Door, Cape Ann Farmers' Market and the Gloucester School Department have made tremendous strides in providing healthy foods to Gloucester residents through Mobile Markets, garden programs and improved school meals.

We respectfully request the City accept this grant allowing Gloucester to participate in the Mass in Motion initiative and continue its support of *Get Fit Gloucester!*.

Mass in Motion Preliminary Budget

Dates Covered: 5/16/2013 - 5/15/2014

MIM Municipality: Gloucester

Item	FTE	Proposed Grant Funds	In-Kind or other sources	Total Budget for Mass in Motion Initiative
PERSONNEL				
Coordinator	0.7 FTE	\$49,200	0.2 FTE	\$49,200
Sub-Total Salaries		\$49,200		\$49,200
Fringe Benefits		\$800		\$800
Sub-total Personnel		\$50,000		\$50,000
NON-EMPLOYEE COMPENSATION				
Consultants				
Research Intern		\$800		\$800
Technical Support		\$5,200		\$5,200
Sub-total Non-Employee Compensation		\$6,000		\$6,000
OPERATING EXPENSES				
Travel		\$300		\$300
Equipment				\$0
Supplies		\$300		\$300
Printing		\$400		\$400
Meeting Expenses				\$0
Other:				\$0
Sub-total Operating Expenses		\$1,000		\$1,000
Total Direct Expenses		\$57,000		\$57,000
Indirect (5%)		\$3,000		\$3,000
TOTAL Direct and Indirect Expenses		\$60,000		\$60,000

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development

ACCOUNT NAME: FY 14 Mass in Motion - Get Fit Gloucester Year 5

FUND NUMBER AND NAME: (N/A FOR NEW FUND)

CFDA # (Required for Federal Grants): _____

DATE PREPARED: 5/22/2013

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
	\$60,000.00		\$0.00	\$60,000.00
				\$0.00
				\$0.00
Total:	\$60,000.00	\$0.00	\$0.00	\$60,000.00
EXPENSE (5_____)				
Personnel	\$50,000.00			\$50,000.00
Consultants	\$9,000.00			\$9,000.00
Operating Expenses	\$1,000.00			\$1,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$60,000.00	\$0.00	\$0.00	\$60,000.00

DEPARTMENT HEAD SIGNATURE 

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____



City of Gloucester
Grant Application and Check List

Granting Authority: State XX Federal _____ Other _____

Name of Grant: Mass in Motion, Year 5

Department Applying for Grant: Community Development Department

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

Object of the application: \$60,000 grant to support Get Fit Gloucester!

Any match requirements: Preferred but not mandated, for FY 2014 - 0.2 FTE of staff time will be used to demonstrate City commitment to project.

Mayor's approval to proceed: *[Signature]* 6/15/13 5-23-2013
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____ 2013
Vote Date

Budget & Finance Standing Committee: _____ 2013
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____ 2013
Vote Date

City Clerk's Certification of Vote to City Auditor: _____ 2013
Certification Date

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

Auditor's distribution to managing department: _____
Department Date sent

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



**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application
[Note – this was an extension and award of additional funds – no application was required]
2. Grant Award Letter/Standard Contract Approval Form - Attached
3. Council Order Approval –
4. Original Grant Account Budget as approved by Grantor - Attached
5. Amended Grant Account Budget as approved by Grantor (n/a)
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.



Health Resources in Action
Advancing Public Health and Medical Research

95 Berkeley Street, Suite 208
Boston, MA 02116
617.451.0049 | Fax: 617.451.0062
TTY: 617.451.0007 | www.hria.org

April 29, 2013

Gregg Cademartori
Acting Community Development Director
Community Development City of Gloucester
3 Pond Road
Gloucester, MA 01930

Dear Mr. Cademartori:

Congratulations! On behalf of the Massachusetts Department of Public Health, Blue Cross Blue Shield of Massachusetts, Blue Cross Blue Shield of Massachusetts Foundation, The Boston Foundation, Harvard Pilgrim Health Care Foundation, MetroWest Community Health Foundation, Partners HealthCare, and Tufts Health Plan Foundation, Health Resources in Action is pleased to provide a Mass in Motion twelve month grant for \$60,000.00 to the city of Gloucester, continued funding of the MiM grant is contingent on the FY 14 state budget allocations. This funding is to continue the policy, systems, and environmental change work you have been engaged in to support healthier eating and active living. This award will cover the period of May 15, 2013 through May 14, 2014. You will receive the first installment of \$21,000 in May.

Should you have any questions about the grant award or reporting requirements, please contact Judi Foley, Director of Special Projects at 617-922-5632 or jfoley@hria.org. We are pleased to continue to support the work done through Mass in Motion and we look forward to working with you and your partners in the coming months.

Sincerely,

Raymond Considine
President



**CITY OF GLOUCESTER 2013
CITY COUNCIL ORDER**

ORDER: CC#2013-021
COUNCILLOR: Greg Verga

DATE RECEIVED BY COUNCIL: 06/11/13
REFERRED TO: Administration, DPW, P&D & B&F
FOR COUNCIL VOTE:

ORDERED that the City Council together with the Administration and DPW under Code of Ordinances Sec. 2-558, develop and implement a use and fee structure for the Magnolia Woods facility; and further that once the use and fee structure is developed, the Code of Ordinances, Chapter 2, Article V, Division 15 "Magnolia Woods Oversight and Advisory Committee" shall be amended by **ADDING** a new subsection 2-555(1) (a) entitled "Use and Fee Structure"; and further

ORDERED that this matter shall be referred Planning and Development and Budget and Finance Standing Committees for review and recommendation.

Greg Verga
Ward 5 Councillor



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

RICHARD K. SULLIVAN JR.
Secretary

KENNETH L. KIMMELL
Commissioner

June 6, 2013

City of Gloucester
Attn: Sarah Garcia
3 Pond Road
Gloucester, MA

RE: Written Determination Pursuant to MGL Chapter 91
Waterways Application No. W13-3804-N
Temporary parking facility, 65 Rogers Street, Gloucester
Gloucester Harbor Designated Port Area

Dear Ms. Garcia:

The Department hereby issues this Written Determination, pursuant to MGL Chapter 91, the Public Waterfront Act, and 310 CMR 9.00, the Waterways regulations, of its intent to approve the referenced application, subject to the attached conditions.

The project site is located 65 Rogers in Gloucester on land owned by the City of Gloucester in the Gloucester harbor Designated Port Area. The project is proposed as a "temporary use" as defined at 310 CMR 9.02 and would involve the creation of approximately 95 parking spaces for use as a paid public parking facility. Central parking kiosks will be used to collect parking fees. No other structures are proposed to be constructed as part of this project.

In accordance with 310 CMR 9.02, definition of Supporting DPA Use, Temporary Uses may be licensed only after marketing efforts have failed to attract a water-dependent industrial use and with the condition that such uses shall be sought upon the expiration of the Temporary Use. The license proposed to be issued will include a condition that requires the preparation of a marketing plan that details the measures to be taken to find a water-dependent industrial tenant for the space upon expiration of the Temporary Use license. In accordance with 310 CMR 9.15(1)(d), the maximum term for a Temporary Use license is 10 years. The Department received a letter from the Gloucester City Clerk forwarding the results of a vote of the Gloucester City Council regarding its recommendation that the license term not exceed 5 years.

FINDINGS:

1. The Department determines that the use of filled Commonwealth tidelands for parking and related activities is a nonwater-dependent use pursuant to 310 CMR 9.12(2)(e)(1) and (6) and 310 CMR 9.12(4). Given that the project does not consist entirely of water-dependent uses, the Department has processed the application as a nonwater-dependent use project in accordance with 310 CMR 9.12(1).

13 JUN -7 AM 11:29
CITY CLERK
GLOUCESTER, MA

2. The Department determines that the entire site is located on filled Commonwealth tidelands within a geographic area subject to jurisdiction under MGL Chapter 91 pursuant to 310 CMR 9.04(2). The fill and structures on the site were most recently authorized by the following authorizations: DPW 6224 (1974); DEP1087 (1984); DEP 13156 (2011).
3. The Department determines that the required public notice was published by the Applicant on February 19, 2013 in the Gloucester Times, and associated public hearing held at Gloucester City Hall at 9 Dale Avenue, Gloucester on February 22, 2013. Two comment letters were received, including a letter from the Gloucester City Council through the City Clerk. Written comments and comments received at the hearing suggested uses for the parking fees collected, recommended shorter terms for the parking use, expressed concern over existing environmental conditions at the site and the environmental impact of the parking use, and expressed the need for the City to find a permanent use of the site. Comments also were directed toward the process used for the purchase of the site.
4. The Department determines that relevant documentation regarding compliance with local zoning and the Wetlands Protection Act has been provided.
5. The Department determines that the project, as conditioned, complies with all applicable standards of the Waterways regulations, including the special standards for Temporary Use projects at 310 CMR 9.02. Furthermore, no overriding detriment to a public interest has been identified to overcome the presumption that the project serves a proper public purpose in accordance with 310 CMR 9.31(3). Therefore, the Department determines that the proposed project serves a proper public purpose which provides greater public benefit than detriment to the public's rights in said tidelands.
6. Pursuant to 310 CMR 9.13(2), in the absence of a written comment letter from the Office of Coastal Zone Management (CZM) during the comment period, the Department presumes that the proposed project is consistent with all applicable policies of CZM.

On the basis of the foregoing analysis, the Department will approve the proposed structures and uses described herein. This Determination is subject to the attached special conditions to be carried out by the referenced Applicant (hereinafter the "Licensee"). These special conditions will be included, in substantially the same form, along with the standard conditions, with the final Chapter 91 Waterways license to be issued pursuant hereto. This Determination, including the attached Special Conditions, is subject to appeal as described in more detail herein. The Waterways License will be granted if no appeals are filed with the Department within 21 days of the issuance of this Written Determination.

Please contact Alex Strycky at (617) 292-5616 if you have any questions.

THIS DETERMINATION IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ON THE 6th DAY OF JUNE, 2013.



Ben Lynch
Program Chief, Waterways Regulation Program

Cc: City of Gloucester: Mayor, Planning Board, Conservation Commission, Harbormaster
CZM
U.S. ACOE
J. Michael Faherty
Stevan Goldin
Joel Favazza

WRITTEN DETERMINATION AND CONDITIONS

City of Gloucester

of -- Gloucester--, in the County of -- Essex-- and Commonwealth aforesaid, has applied to the Department of Environmental Protection for license to --maintain a surface parking lot with approximately 95 parking spaces, a parking kiosk, and associated vehicular access -----

and has submitted plans of the same; and whereas due notice of said application, and of the time and place fixed for a hearing thereon, has been given, as required by law, to the --Mayor-- of the - City-- of -- Gloucester. -----

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses the said -----

-- City of Gloucester.--, subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to -- maintain a surface parking lot with approximately 95 parking spaces, a parking kiosk, and associated vehicular access -----

in and over filled tidelands of -- Gloucester Harbor -- in the -- City -- of -- Gloucester-- and in accordance with the locations shown and details indicated on the accompanying DEP License Plan No. (to be assigned) (2 sheets).

The uses of structures and fill authorized hereby shall be limited to the following: Temporary Use parking for the public.

Existing fill on the site was authorized by the following Waterways authorizations: DPW 6224 (1974); DEP1087 (1984); DEP 13156 (2011).

This License is valid for a term of 5 years from the date of issuance. By written request of the Licensee for a new amendment, the Department may grant a renewal for the term of years not to exceed that authorized in this License.

This license is subject to the following Special Conditions and Standard Conditions:

Special Condition 1: The Licensee shall prepare a marketing plan, subject to the prior review and written approval of the Department, to advertise the availability for water-dependent-industrial use of the portion of the site authorized as a Temporary Use as shown on the final License plans. Said plan shall include a list of the types of businesses which will be directly solicited and the means by which the site will be advertised, including local newspapers and maritime or other trade journals. A draft copy of said plan shall be submitted to the Department for its review and approval at least 18 months prior to the termination of the term of the areas licensed for Temporary Use. The final plan shall incorporate the changes requested by the Department and be completed no later than 12 months prior to the termination of this License. Advertising of the availability of the space for water-dependent-industrial use shall commence no later than 12 months prior to the termination of this temporary license and continue until the end term for the Temporary Use or until water-dependent-industrial user is found for the site, whichever is sooner.

Special Condition 2: The project shall not impair or restrict the existing water-dependent industrial uses of the site, or the use of the public pedestrian facilities authorized by License No. 13156.

Special Condition 3: Any structural alteration or change in use from that explicitly authorized herein and contained on the final license plan, shall require the prior review of the Department to determine whether additional licensing is required pursuant to MGL Chapter 91, the Public Waterfront Act, and 310 CMR 9.00, the Waterways Regulations.

Special Condition 4: The Licensee shall allow agents of the Department to enter the project site to verify compliance with the conditions of the Chapter 91 Licenses prior to the completion of the project.

Special Condition 5: All fill, structures, facilities, and landscaping to be licensed shall be maintained in good repair for the term of the license.

Special Condition 6: Any substantial structural alteration or change in use from that explicitly authorized herein and contained on the final license plan, shall require the prior review of the Department to determine whether additional licensing is required pursuant to MGL Chapter 91, the Public Waterfront Act, and 310 CMR 9.00, the Waterways Regulations.

Special Condition 7: All new fill and structures authorized herein shall be constructed within 5 years of the date of issuance of this License. This period may be extended upon written request to the Department at least 60 days in advance of the deadline specified herein. This license shall expire as to all work authorized herein which is not completed within 5 years of the date of issuance of this License or within an extended period authorized by the Department.

Special Condition 8: The Licensee shall submit to the Department, prior to License issuance, final mylar plans drawn in accordance with the Department's plan specifications which meet the terms of this Written Determination and which shows all required information pursuant to 310 CMR 9.11.

Special Condition 9: This Written Determination shall remain valid until the license is issued or for up to one year after the Written Determination is issued, whichever is sooner. Said term may be extended for one or more one year periods, provided that the Applicant submit to the Department, thirty (30) days prior to the expiration of said term a written request to extend the term and provides an adequate justification for said extension.

Please see page seven (7) for the standard conditions to this license.

Duplicate of said plan, number (to be assigned) is on file with the Department, and original of said plan (2 Sheets) accompanies this License, and is made a part hereof.

STANDARD WATERWAYS LICENSE CONDITIONS

1. Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein.
 2. This License is granted upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity or use authorized pursuant to this License.
 3. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new Waterways License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial structural alteration of any structure or fill authorized herein shall render this Waterways License void.
 4. This Waterways License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This License may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.
 5. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein and the details indicated on the accompanying license plans.
 6. Nothing in this Waterways License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner or owners thereof.
 7. This Waterways License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to the Wetlands Protection Act, G.L. Chapter 131, s.40.
 8. This Waterways License is granted upon the express condition that the use of the structures and/or fill authorized hereby shall be in strict conformance with all applicable requirements and authorizations of the DEP, Division of Water Pollution Control.
 9. This License authorizes structure(s) and/or fill on:
 - Private Tidelands. In accordance with the public easement that exists by law on private tidelands, the licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, and the natural derivatives thereof.
 - Commonwealth Tidelands. The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. Said lands are held in trust by the Commonwealth for the benefit of the public.
 - a Great Pond of the Commonwealth. The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose.
- No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this license.
10. Unless otherwise expressly provided by this License, the licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon.

The amount of tidewater displaced by the work hereby authorized has been ascertained by the Department, and compensation thereof has been made by the said ---City of Gloucester--- by paying into the treasury of the Commonwealth -- ten dollars and zero cents (\$10.00) -- for each cubic yard so displaced, being the amount hereby assessed by said Department (\$0.00)

Nothing in this License shall be so construed as to impair the legal rights of any person.

This License shall be void unless the same and the accompanying plan are recorded within 60 days from the date hereof, in the Registry of Deeds for the County of Essex.

~~IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their hands this _____ day of _____ in the year two thousand and thirteen~~

Program Chief _____

Program Director _____

Commissioner _____

Department of
Environmental
Protection

THE COMMONWEALTH OF MASSACHUSETTS

This license is approved in consideration of the payment into the treasury of the Commonwealth by the said----- City of Gloucester-----of the further sum of ---N/A ----the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.

BOSTON

~~Approved by the Governor. _____~~

Governor

Notice of Appeal Rights:

The following persons shall have the right to an adjudicatory hearing concerning this decision by the Department to grant or deny a license or permit, in accordance with 310 CMR 9.17(1): (a) an applicant who has demonstrated property rights in the lands in question, or which is a public agency; (b) any person aggrieved by the decision of the Department to grant a license or permit who has submitted written comments within the public comment period; (c) ten (10) residents of the Commonwealth who, pursuant to M.G.L. c. 30A, § 10A, have submitted comments within the public comment period with at least 5 of the 10 residents residing in the municipality(s) in which the license or permitted activity is located. The appeal shall clearly and specifically state the facts and grounds for the appeal and the relief sought, and each appealing resident shall file an affidavit stating the intent to be part of the group and to be represented by its authorized representative; (d) the municipal official in the affected municipality who has submitted written comments within the public comment period; and (e) CZM, for any project identified in 310 CMR 9.13(2) (a) for CZM participation or, in an Ocean Sanctuary, if it has filed a notice of participation within the public comment period.

A person requesting an adjudicatory hearing must submit a "Notice of Claim" to the Department, with a copy of the MassDEP Transmittal Form and including the detail specified below, within twenty-one (21) days of the date of issuance of this decision. The MassDEP Fee Transmittal Form is available at the following website: <http://www.mass.gov/dep/service/adr/adjherfm.doc>. The Notice of Claim must be made in writing and sent by certified mail or hand delivery to:

Case Administrator
MassDEP
One Winter Street, 2nd Floor
Boston, MA 02108

A copy of the complete Notice of Claim must be sent at the same time by certified mail or hand delivery to: (1) the applicant, (2) the municipal official of the city or town where the project is located, and (3) the issuing office of the MassDEP, which in this case is located at:

MassDEP Waterways Regulation Program
One Winter Street, 5th Floor
Boston, MA 02108

The MassDEP Fee Transmittal Form and a valid check payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Mass. Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

Pursuant to 310 CMR 9.17(3), any Notice of Claim requesting an adjudicatory hearing must include the following information:

- (a) the MassDEP Waterways Application File Number;
- (b) the complete name, address, fax number and telephone number of the applicant;
- (c) the address of the project;
- (d) the complete name, address, fax number, and telephone number of the party filing the request and, if represented by counsel, the name, address, fax number, and phone number of the attorney;

- (e) if claiming to be a person aggrieved, the specific facts that demonstrate that the party satisfies the definition of "aggrieved person" found in 310 CMR 9.02;
- (f) a clear statement that a formal adjudicatory hearing is being requested;
- (g) a clear statement of the facts which are the grounds for the proceedings, the specific objections to the MassDEP's written decision, and the relief sought through the adjudicatory hearing, including specifically the changes desired in the final written decision; and
- (h) a statement that a copy of the request has been sent to: the applicant and the municipal official of the city or town where the project is located.

The request for appeal will be dismissed if the filing fee is not paid, unless the appellant is exempt or is granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.