



GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, July 17, 2014 – 5:00 p.m.
1st Fl. Council Committee Rm. – City Hall
AGENDA

1. *Memorandum from the Newell Building Committee re: acceptance of donations of materials & equipment from the Gloucester Fishermen Athletic Association to the New Balance Track & Field at Newell Stadium*
2. *Memorandum from Assistant Director of Public Works & updated draft of the New Balance Track and Field at Newell Stadium Rules & Regulations*
3. *Memorandum from Assistant Director of Public Works re: proposed rate increases for Talbot Rink*
4. *Communication regarding a donation under MGL Chapter 44, §53A from Destination America and USA Today “Red, White and You” in the amount of \$4,000 to be applied to fireworks displays for July 3rd and Labor Day*
5. *Memorandum, Grant Application and Checklist from Police Chief re: request City Council approval to apply For FY15 PSAP Support and Incentive Grant issued by State 911 in the amount of \$62,000*
6. *Memorandum from Fire Chief re: City Council acceptance of FY13-USDHS/FEMA SHSP CCP grant in the amount of \$1,525*
7. *Memorandum from Planning Director re: Local Acquisition for Natural Diversity (LAND) grant from the Executive Office of Energy and Environmental Affairs to purchase and conserve 27 acres in North Gloucester located at the end of Hutchins Court and Tufts Lane*
8. *Memorandum from Community Development Director re: recommendations from the Community Preservation Committee for Round 5, FY14 funds*
9. *Memorandum from Public Health Director re: City Council acceptance of a second of a three year award of the Mass. Opioid Abuse Prevention Collaborative (MPOAPC) in the amount of \$100,000*
10. *Loan Order in the amount of \$400,000 for rental of swing space for West Parish School*
11. *Addendum to Mayor’s Report: Memorandum from Superintendent of Schools & Supplemental Appropriation Requests (2015-SA-01 & 2015-SA-02)*
12. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor’s Report*

COMMITTEE
Councilor Melissa Cox, Chair
Councilor William Fonvielle, Vice Chair
Councilor Paul McGeary

CC: Mayor Carolyn Kirk
Kenny Costa
John Dunn
Mark Cole
Police Chief Leonard Campanello
Fire Chief Eric Smith
Gregg Cademartori
Debbie Laurie/J.J. Bell/Sandra Ronan
Noreen Burke
Dr. Richard Safier/Hans Baumhauer

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



CITY OF GLOUCESTER
Newell Stadium Building Committee

Mike Carrigan, Chair
Dick Wilson, GFAA Representative
Kristin Michel
William Goodwin, Gloucester High School
Mark Cole, Assistant Director, DPW
William Sanborn, Inspector of Buildings
Joe Guzzo, Plumbing Inspector
Roger Corbin, Alternate

MEMORANDUM

DATE: June 9, 2014

TO: Mayor Carolyn Kirk
Paul McGeary, Council President, Acting Mayor

FROM: Michael Carrigan, Chair Newell Building Committee
Stephen Winslow, Senior Project Manager *SPW*

COPY: Kenny Costa, City Auditor

Re: New Balance Track and Field and Newell Stadium
Donations of Materials and Equipment

Please forward to the City Council for acceptance the attached inventory of material and equipment donations that the Gloucester Fishermen Athletic Association arranged for New Balance Track and Field at Newell Stadium related to the fit out of the concession stand, press box and ticket booths.

Gloucester Fishermen Athletic Association

P.O. Box 3010, Gloucester, MA 01931-3010

GFAA Board
Of Directors:

David R. Amero
GFAA President

Linda Rogers
Vice President

Timothy Philpott
Treasurer

Ellen Preston
Clerk

Pamela Ashe

Roger Corbin

Paul Ingram

Clare MacDonald

Kristin Michel

Robert Parsons

Jay Somers

June Steel

Richard Wilson

Jonathan Pope
President
Emeritus

TO: Michael Carrigan, Chair Newell Building Committee
Stephen Winslow, Senior Project Manager

~~FROM:~~ Tim Philpott, Treasurer - Gloucester Fishermen Athletic Association

DATE: June 8, 2014

Re: New Balance Track and Field and Newell Stadium
Donations of Materials and Equipment

Please find attached an inventory of materials and supplies the GFAA arranged to be donated to the fit-out of New Balance Track and Field and Newell Stadium

Donation Description	App. Value	Donor
Turn key PA Sound System including: 4 speakers Power Amplifier Channel Mixer Wireless Microphone Cables Transportation Case	\$7500	Mark Thompson, Class of 1978 Installation donated by Spittle Electric
Accessible Wash Sink Faucet: Moen	\$120	The Building Center
Electric Stove / Oven: Frigidaire	\$449	The Building Center
Wood and materials for Ticket Booths	\$2233.33	GFAA Fabrication and Install by GHS Carpentry and Electric Shop

Public Works
28 Poplar Street
Gloucester, MA 01930



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

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

TO: Paul McGeary, Acting Mayor
FR: Mark Cole, Assistant Director Public Works
DT: June 13, 2014
SUBJ: New Balance Track and Field at Newell Stadium
Rules and Regulations

I would like to submit an updated draft of the New Balance Track and Field at Newell Stadium Rules and Regulations. This update was created by the recreation committee who reviewed the existing rules and regulations. There are several small changes to the regulations that need the approval of the City Council. Please include this in the next Mayors report to the City Council.

New Balance Track and Field at Newell Stadium

Rules and Regulations

Draft 5/15/14

The New Balance Track and Field at Newell Stadium was completed in September 2013. To ensure that this facility is well maintained for years of safe use by the Gloucester community and others, the following Rules and Regulations have been established to oversee and maintain the proper care and management of the facility.

I. Overview of the Facility

- A. The use of the field is allowed only by permit from the Newell Stadium Committee.
- B. Access to the track and field is limited only to players, coaches, officials and site officials, when a permitted event is in progress. Protective mats shall be placed from the gate over the track to the field.

II. Use of Track by General Public

A. Hours of operation:

During School Year: Mid-August to Thanksgiving and Mid-March to Mid-June:

Monday through Friday	6:00a.m. to 2:30p.m. 6:00p.m. to 8:00p.m.
Saturday	6:00a.m. to 8:00p.m.
Sunday	6:00a.m. to 8:00p.m.

Summer Schedule: Mid-June to Mid-August:

Monday through Sunday: 6:00a.m. to 8:00p.m.

Depending on winter weather conditions between December 1st and March 1st, the track may be open at specified times as noted on the bulletin board at the entrance to the facility.

The facility will be closed for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Easter Sunday, Patriot's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Christmas.

B. Use of Track Lanes:

Lanes 1 and 2 are to be used by runners and joggers
Lanes 3, 4, 5 and 6 are to be used by joggers and walkers.

III. General Rules and Regulations

- A. The following are not permitted on the track or field. Failure to adhere to these Rules and Regulations may result in termination of user privileges.
 - 1. Anything with wheels but not limited to bicycles, tricycles, skateboards, roller blades, scooters, baby strollers, wheelchairs
 - 2. All food, including peanuts, seeds and chewing gum
 - 3. Sports drinks, soda or any beverage other than water
 - 4. Tobacco products of any kind
 - 5. Glass bottles or glass containers of any kind
 - 6. Sharp or penetrating objects such as high heels, metal spiked cleats, track spikes greater than 1/8", sharp tipped javelins, tent stakes, corner flags

7. Golfing
 8. Chairs or tables
 9. Marking of any lines
 10. Alcohol, tailgating or cooking of any kind
 11. Chemical ice packs
 12. Dumping ice on the track or field
 13. No materials, such as posters, etc. of any kind may be taped, stapled, glued or otherwise affixed to the fences or bleachers.
 14. Fireworks
- B. Dogs, other pets and animals are not allowed anywhere in the facility, unless they are service dogs.
- C. Only water may be brought onto the track and field.
- D. Food of any kind may be consumed only in the spectator areas.

IV. Use by the Gloucester Public School and Other City Departments

- A. The Gloucester Public Schools shall have first priority in requesting use of the facility, followed by other City Departments.
- B. To obtain first priority, the Gloucester Public Schools shall submit a list of requests by June 30th, prior to the start of the school year, for the fall activities, and by February 1st for the spring activities to the Newell Stadium Committee. The list of requests shall include dates and times for practices, games and physical education classes. In the event of a schedule change, notice of the change shall be posted on the bulletin board.

V. Permits for Other Users

- A. All requests for use of the facility must be submitted to and approved by the Newell Stadium Committee.
- B. Permit requests by Gloucester groups that have held use permits for seasons and annual events in previous years (Youth Sports and Adult Groups) shall have secondary priority, provided they are submitted by July 1st for the fall, and by March 1st for the spring, all other permit requests shall be processed on a first come first serve basis.
- C. Any group or individual that wishes to use the athletic playing field must have a permit.
- D. Facility may be scheduled in no less than one hour increments.
- E. Permits will be based on availability, and Gloucester based groups will have precedence over non-Gloucester groups when scheduling the athletic field. Past permit holders will be given first consideration provided they have conducted themselves in accordance with the conditions described in this policy.
- F. Permit holder must be 21 years of age or older.
- G. Payment shall be made prior to receiving the permit for one-time events. Seasonal use permits may work out an acceptable payment plan. In the event of a payment plan the permit fee must be paid in full prior to the end of the permit period. No future permits will be issued to a group, organization, or individual until all outstanding fees are paid.
- H. The permit holder shall review these Rules and Regulations with all members of the group prior to the use of the Facility.
- I. The permit holder or designee shall be present at all times during the activity and shall be responsible for the activities of all members of the group while using the Facility.
- J. The permit holder or designee shall sign in with the Facility Supervisor and shall review the checklist of these Rules and Regulations.

- K. Any damage must be reported immediately to the Facility Supervisor. Any damage caused to the facility during the permit period shall be the direct responsibility of the permit holding individual or organization. The City of Gloucester will collect from the permit holder any and all monies needed to repair the damage(s) over and above the amount of the security deposit.
- L. All permit holding individuals and groups, event participants, spectators, visiting teams and coaches must make every effort to follow these Rules and Regulations and work with the Facility Supervisor, or they may be asked to leave the facility by the Facility Supervisor, and if necessary the Gloucester Police.
- M. Each permit holder is responsible for making sure the facility is trash free at the conclusion of the game or event and that all recyclables are placed in the appropriate containers.
- N. If the restroom is used, the permit holder is responsible for making sure the restrooms are clean with all trash picked up off the floor.
- O. When two or more applicants on equal footing apply for the same time frame, priority will be given to the traditional in-season sport, as defined by the High School sports seasons:
 1. Fall Season – Football, Field Hockey, Soccer
 2. Spring – Lacrosse, Track
 3. Summer – per request

VI. User Fees

- A. Please see Appendix A.
- B. All User fees, once paid, are non-refundable.

VII. Security Deposits

- A. Non-profit Users - \$500.00 refundable security deposit
- B. For Profit Users - \$1,000.00 refundable security deposit

VIII. Liability Insurance

- A. A Certificate of Liability Insurance naming the City of Gloucester as an additionally insured party must be provided at the time of the permit application. Liability limits are required to be a minimum of \$1,000,000 per occurrence general liability coverage and \$2,000,000 aggregate general liability coverage.
- B. All non-school and city permits must be covered by this insurance policy.
- C. The permit application shall include a release of the City of Gloucester from any liability.
- D. The general liability insurance required for applicants shall also include a property damage provision.

IX. Use of the Concession Building

- A. Requests to use the Concession Building must be submitted to the Newell Stadium Committee.
- B. An applicant proposing to serve prepared foods must submit a permit from the Board of Health at the time of the permit application request.
- C. All food and beverages offered for sale must meet the Gloucester Board of Health's Healthy Concessions Policies.
- D. Concession Building will be opened by the Facility Supervisor.
- E. At the end of the event the Facility Supervisor will inspect the Concession Building for cleanliness prior to dismissing the group.

Appendix A

<u>Group Type</u>	<u>Stadium Rental</u>	<u>Lights</u>	<u>Scoreboard / Sound System</u>
Gloucester Public Schools City Sponsored Events	No Charge	No Charge	No Charge
Youth Sports Programs	\$40/Hour	\$25/Hour	\$25/Hour
Adult Groups (over 18 years)	\$60/Hour	\$25/Hour	\$25/Hour
For-Profit Groups	\$60/Hour	\$25/Hour	\$25/Hour
Special Events – To Be Determined			

Newell Stadium Committee

Assistant Director of Public Works or designated employee, Operations Manager
Gloucester High School Athletic Director or designated school employee
School Committee Chair or designated member
Ward 3 Councilor
Gloucester Youth Sports Representative
Gloucester Fishermen Athletic Association Representative
At-Large

Department of Public Works Responsibilities

The Assistant Director of Public Works, as manager of all public facilities in the City, retains the ultimate responsibility for care, control and maintenance of the facility.

The Operations Manager is responsible for administering permits for the use of the facility, for working with the Facility Supervisor, and for convening the Newell Stadium Committee.

The Facility Supervisor has day to day responsibilities for the care, control and safe use of the facility, and has the authority to enforce these Rules and Regulations. The Facility Supervisor shall maintain a calendar of events and maintenance schedules to be posted on the bulletin board at the entrance to the facility and in the Press Box.

Council President Hardy noted as a result of Ms. Kelly's fundraising efforts through a garden tour in the City, her group, GenerousGardeners.com would be donating profits from that event to the City to maintain the butterfly gardens of the HarborWalk.

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the City Council voted by 6 in favor, 0 opposed, 3 (Theken, Tobey, Cox) absent, to appoint Susan Kelly to the Planting Committee, TTE 02/14/16.

Consent Agenda:

• **REAPPOINTMENTS**

- | | | |
|--|---------------------------------|--------------|
| 1. Community Preservation Committee (Open Space & Recreation member) | Charles Crowley | TTE 02/14/16 |
| 2. Planting Committee | William F. Taylor, Bonnie Angus | TTE 02/14/16 |

• **MAYOR'S REPORT**

- | | |
|--|-------------|
| 1. Grant Application & Checklist from the Council on Aging re: FY2014 Formula Grant | (Refer B&F) |
| 2. Grant Application & Checklist from the Council on Aging re: Title III Older Americans Grant | (Refer B&F) |
| 3. Supplemental Appropriation-Budgetary Request (#2014-SA-1) from the Department of Public Works | (Refer B&F) |
| 4. Special Budgetary Transfer Request (#2014-SBT-1) from the Police Department | (Refer B&F) |
| 5. Special Budgetary Transfer Request (#2014-SBT-2) from the City Clerk's Office | (Refer B&F) |
| 6. Special Budgetary Transfer Request (#2014-SBT-3) from the City Clerk's Office | (Refer B&F) |

• **COMMUNICATIONS/INVITATIONS**

- | | |
|---|-------------|
| 1. Communication from MSBA comments for the West Parish Elementary School Project | (File) |
| 2. Communication from Personnel Department re: Mayor's Memorandum regarding Transition to GIC Health Benefits | (File) |
| 3. Memorandum from General Counsel re: Medical Marijuana Treatment Centers | (Refer P&D) |

• **APPLICATIONS/PETITIONS**

- | | |
|---|-------------|
| 1. RZ2013-001: Norman Avenue #18, Assessors Map 170, Lot 43 from R-20 (Low-Med. Density Residential) to VB (Village Bus.) | (Refer P&D) |
| 2. Free Petition in accordance with City Charter Sec. 9-1(b) re: Condition, Restoration & Preservation of Stage Fort Park | (Refer P&D) |

• **COUNCILORS ORDERS**

- | | |
|---|------------------------|
| 1. CC2013-035 (Cox/McGeary) Request City Council to refer to Budget & Finance Standing Committee regulations concerning off-Season parking fees at City beaches for review & recommendation | (Refer B&F) |
| 2. CC2013-036 (Tobey) Request City Council file a Home Rule Petition with State Legislators re: elimination of 65 Rogers Street From Designated Port Area (DPA) | (Refer P&D) |
| 3. CC2013-037 (Tobey) Request City Council review the matter of whether to vote to endorse and support efforts of the owners of Property located at 104 Commercial Street and 106A Commercial Street for removal from DPA | (Refer P&D) |
| 4. CC2013-038 (Cox) Amend GCO Sec. 22-287 "Disabled veteran, handicapped parking" re: delete one space in front of Cleveland Street #20 | (No referral required) |
| 5. CC2013-039 (McGeary) Amend GZO Use Table 2.3.2 (Community Service Uses and Sec. 5.27 re: Medical Marijuana Treatment Centers | (Refer P&D & PB) |

• **APPROVAL OF MINUTES FROM PREVIOUS COUNCIL AND STANDING COMMITTEE MEETINGS**

- | | |
|--|----------------|
| 1. City Council Meeting: 08/13/13 | (Approve/File) |
| 2. Standing Committee Meetings: B&F 08/22/13 (under separate cover), O&A 08/19/13 P&D 08/15/13, 08/21/13 | (Approve/File) |

Unanimous Consent Calendar:

- | | |
|--|-------------|
| 1. Special Events Application request from Fishbox Derby to hold the Fishbox Derby on September 15, 2013 | (Refer P&D) |
| 2. Memorandum from City Auditor re: FY2013 City's General Fund Estimated Financial Performance | (Refer B&F) |

Items to be added/deleted from the Consent Agenda and Unanimous Consent Calendar:

Councilor Whynott asked to remove the O&A Minutes of August 19, 2013 which need amending. He asked the Council that the O&A minutes on page 2 of 8 needs to reflect the proper expiration date of 02/14/16 for Susan Kelly, William Taylor and Bonnie Angus to the Planting Committee need to be amended to read a term of expiration of 02/14/16 as well. All showed as 05/14/16.

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the City Council voted 6 in favor, opposed, 3 (Theken, Tobey, Cox) absent, the City Council amended the O&A Minutes of August 19, 2013 pages 2 and 3 to change the Term to Expire for Susan Kelly, William Taylor and Bonnie Angus to 02/14/16 from 05/14/16.

Councilor Whynott added that the two motions on page 3 of 8 of the O&A minutes of August 19, 2013 contained copy and paste errors. The first motion needs to be reworded as follows:

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed to recommend to the City Council pursuant to the City Charter Sec. 7-16(a) the adoption of the amended Appendix A: user fees dated August 19, 2013 related to the Department of Public Works, New Balance Track and Field at Newell Stadium.

The Council then voted:

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the City Council voted 6 in favor, 0 opposed, 3 (Theken, Tobey, Cox) absent, pursuant to the City Charter Sec. 7-16(a) the adoption of the amended Appendix A: user fees dated August 19, 2013 related to the Department of Public Works, New Balance Track and Field at Newell Stadium.

Councilor Whynott offered a second motion from the same page in the August 19, 2013 minutes for rewording as follows:

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed to recommend to the City Council pursuant to the City Charter Sec. 7-16(b) the adoption of the Department of Public Works, New Balance Track and Field at Newell Stadium rules and regulations dated August 19, 2013 regarding the use of the New Balance Track and Field at Newell Stadium.

The Council then voted:

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the City Council voted 6 in favor, 0 opposed, 3 (Theken, Tobey, Cox) absent, pursuant to the City Charter Sec. 7-16(b) the adoption of the Department of Public Works, New Balance Track and Field at Newell Stadium rules and regulations dated August 19, 2013 regarding the use of the New Balance Track and Field at Newell Stadium.

Councilor Ciolino asked to pull Councilor Order #3 (CC2013-037 (Tobey) Request City Council review the matter of whether to vote to endorse and support efforts of the owners of Property located at 104 Commercial Street and 106A Commercial Street for removal from DPA) saying that he will recuse himself from any voting on this matter and would leave the dais when the matter comes forward to the Council for a vote as he has a business relationship with the owner of Cape Pond Ice, and that the owner is his campaign treasurer.

Council President Hardy pointed out that on the agenda there are two Council Orders listed as #36 when in fact Council Order #3 should reflect the number "37". She said the agenda is proper, and the documentation on the order that is incorrect.

Councilor McGeary asked that Item #3 under Communications, the Memorandum from General Counsel re: Medical Marijuana Treatment Centers be referred to the Planning Board since it is germane to the Council Order on Medical Marijuana Treatment Centers which is also being referred to the Planning Board.

By unanimous consent the Consent Agenda and Unanimous Consent Calendar was accepted as amended by the Council with Councilor Ciolino voting present as it related to Item 3 under Councilors Orders.

Scheduled Public Hearings:

- 1. PH2013-044: Amend GCO c. 22, Sec. 22-287 "Disabled veteran, handicapped parking" by adding 1 (one) Handicap parking space on Pine Street 20 feet west of the intersection of Pine Street with Church Street On the southerly side**

This public hearing is opened.

Those speaking in favor: None.

Those speaking in opposition: None.

Communications: None.

This public hearing is closed.

MOTION: On motion by Councilor Whynott, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed to recommend to the City Council to Amend GCO Chapter 22, Sec. 22-287

MOTION: On a motion by Councilor LeBlanc, seconded by Councilor Whynott, the Ordinances & Administration Committee voted 3 in favor, 0 opposed to recommend to the City Council to reappoint Bonnie Angus to the Planting Committee, TTE 02/14/16.

3. Memorandum from Assistant Director of Public Works re: proposed rules and regulations for the New Balance Track & Field at Newell Stadium

Mr. Hale said that this stadium facility requires significant management because of the large City investment to protect this valuable asset. He said the facility will require daily oversight and will likely consume two full-time DPW employees and several part-time employees as well that will be lost to their regular DPW duties. The Rules & Regulations were compiled, he said by the Assistant DPW Director, Mark Cole, Dick Wilson and the Newell Stadium Building Committee to reflect what is needed to assure the facility's maintenance.

In a Committee discussion on the fee structure, Councilor Theken asked about the fees listed specific to Tier 2, which she said seemed too inexpensive. Mr. Hale as the facility will be used from April through the end of November which means there is a huge amount of capital maintenance that needs to be set aside to address such as the bathrooms, electrical, press box, the track surface, etc. Fees couldn't possibly cover all of that, he pointed out. He said there are placeholders in this fee structure. His department, he said, has been asked to keep very detailed records of the costs and will ask to amend fees after a first season analysis of costs shows that the fees are too low. He also pointed out no one can be on the field unless they are permitted. Someone will have to be on site whenever the facility is open to monitor the use of the track by the public as well as the rest of the field, he pointed out.

Councilor Whynott spoke to Mr. Hale about wheelchairs on the track who pointed out the facility is handicapped accessible. Councilor Theken added there are adaptive wheelchairs made just for such surfaces.

Councilor LeBlanc noted he is getting together a neighborhood watch to lend an eye and ear over the stadium and to have contact numbers available so if neighbors see the facility being used inappropriately after hours, they will be able to make phone calls to appropriate authorities. Mr. Hale said misuse of the facility has already started, and that the DPW is looking at installing cameras tied to directly to the Police Department. He added while the stadium is open there will have to be a DPW field attendant, and while he can't afford it; he saw it as absolutely necessary.

Mr. Hale asked, and the Committee agreed, to amend the end time for what was requested by the Athletic Director that the end time be 2:00 p.m. under I. Hours of Operation, B. Permitted Athletic Events & Other Activities, 1. During School Year (Sept. to June) a. Monday to Friday 8:00 AM to 2:00 PM. Originally, he said, the end time under a. was 2:30 PM.* The Committee asked that Mr. Hale submit the amended document to the Council dated August 19, 2013.

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed to recommend to the City Council pursuant to the City Charter Sec. 7-16(a) the adoption of the amended Appendix A: user fees dated August 19, 2013 related to the Department of Public Works, New Balance Track and Field at Newell Stadium.

MOTION: On a motion by Councilor Whynott, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed to recommend to the City Council pursuant to the City Charter Sec. 7-16(b) the adoption of the Department of Public Works, New Balance Track and Field at Newell Stadium rules and regulations dated August 19, 2013 regarding the use of the New Balance Track and Field at Newell Stadium.

New Balance Track & Field at Newell Stadium
Rules and Regulations

- I. Hours of Operation
- A. General Public Access for Walking/Jogging (Track)
 1. Monday to Friday 6:00AM to 2:00PM*
 - 8:00PM to 10:00PM
 2. Saturday 7:00AM to 9:00PM

3. Sunday 8:00AM to 8:00PM

B. Permitted Athletic Events & Other Activities

1. During School Year (Sept. to June)

- a. Monday to Friday 8:00AM to 2:00PM
- b. Saturday 8:00AM to 9:00PM
- c. Sunday 8:00AM to 8:00PM

2. Non School Year (July & August)

- a. Monday to Friday 8:00AM to 9:00PM
- b. Saturday 8:00AM to 9:00PM
- c. Sunday 8:00AM to 8:00PM

II. Use by the Gloucester Public School Department

- A. Gloucester Public Schools shall have first priority in requesting use of the Facility during the School calendar year.
- B. In order to obtain first priority, Gloucester Public Schools shall submit a list of requests 60 days prior to the start of the school year for the fall activities and by March 1st for the spring activities. As the athletic schedules are updated those updates must be forwarded to the scheduler in a timely manner.
- C. In the event of a postponement of a scheduled School athletic event, the event shall be scheduled at the next available non-revenue producing time slot.
- D. Gloucester school athletics will have the exclusive use of the Facility for practices and games from 2:00PM to 9:00PM Monday through Friday.
- E. Gloucester Public Schools may request use of the Facility for gym classes during the school year between the hours of 7:30AM and 2:00PM. These requests must be made two weeks in advance in order to give notice to the general public who may be using the track for walking/jogging.

III. Permitted Use for all Other Users

- A. Any group or individual that wishes to use the athletic playing field must have a permit.
- B. Facility may be scheduled in 1 hour increments.
- C. Permits will be based on availability and Gloucester based groups will have precedence over non-Gloucester groups when scheduling the athletic fields. Past permit holders will be given first consideration provided they have conducted themselves in accordance with the conditions described in this policy.
- D. Permit holder must be 21 years of age or older.
- E. Payment is expected prior to receiving the permit for one-time events. Multi use permits may work out an acceptable payment plan. In the event of a payment plan the permit fee must be paid in full prior to the end of the permit period. No future permits will be issued to a group, organization, or individual until all outstanding fee are paid.
- F. The permit holder shall review all rules and regulations with all members of the group prior to the use of the Facility.
- G. The permit holder shall be present at all times during the activity and shall be responsible for the activities of all members of the group while using the Facility.

- H. The permit holder shall sign in with the facility supervisor.
- I. Any damage caused to the facility during the permit period will be the direct responsibility of the permit holding individual or organization. The City of Gloucester will collect from the permit holder any and all monies needed to repair the damage(s) over and above the amount of the security deposit.
- J. The individuals provided use of the Facility under the permit, including the permit holding group, event participants, spectators, visiting teams and coaches **must** make every effort to follow these Rules and Regulations and work with the facility supervisor or they may be asked to leave the Facility by the facility supervisor, and if necessary the Gloucester Police.
- K. Each permit holder is responsible for making sure the facility is trash free at the conclusion of the game or event and that all recyclables are placed in the appropriate containers.
- L. If the restroom is used, the permit holder is responsible for making sure the restrooms are clean with all trash picked up off the floor.
- M. When two or more applicants on equal footing apply for the same time frame, priority will be given to the traditional in season sport, as defined by the High School sports seasons, outlined as follows:
 - a. Fall Season – Football, Soccer
 - b. Spring – Lacrosse
 - c. Summer – per request

IV. User Fees

- A. Please see Appendix A
- B. All User fees, once paid, are non-refundable

V. Security Deposits

- A. Single event user - \$500.00 refundable security deposit
- B. Multi event user - \$1,000.00 refundable security deposit
- C. Concession Building - \$500.00 refundable security deposit
- D. Scoreboard and/or sound system – \$250.00 refundable security deposit

VI. General Rules and Regulations

- A. The following are not permitted on the track or field facilities:
 - 1. Dogs, pets or any other animals
 - 2. Food, peanuts, seeds or chewing gum
 - 3. Sports drinks, soda or any beverages other than water
 - 4. Glass bottles or containers of any kind
 - 5. Tobacco products of any kind
 - 6. Bicycles, tricycles, skateboards, roller blades, baby strollers or wheelchairs
 - 7. Unpermitted use of motor vehicles or heavy equipment of any kind
 - 8. Fireworks of any kind
 - 9. Sharp penetrating objects such as tent spikes or high heels
 - 10. Sharp tipped javelins
 - 11. Golfing
 - 12. Chemical ice bags
 - 13. Dumping of ice on the track or field

14. Track spikes greater than 1/8"
15. Metal cleats
16. Chairs or tables
17. No materials, such as posters, etc. of any kind may be taped, stapled, glued or otherwise affixed to the bleachers or fences.
18. Failure to adhere to the stated Rules and Regulations may result in termination of user privileges.

B. Access to the turf and track:

1. Access to the turf and track will be limited to the players, coaches, officials, and site officials when an organized event is in progress.
2. Anyone other than the above mentioned must have the approval of the facility supervisor.
3. Access to the turf shall be via the protective mats placed by the facility supervisor.

C. Use of the track by the general public:

1. Lanes 1 and 2 are to be used by runners and joggers
2. Lanes 3,4,5 and 6 are to be used by walkers

D. Liability Insurance:

1. A Certificate of Liability Insurance naming the City of Gloucester as an additionally insured party **must be** provided at the time of the permit application. Liability limits are required to be a minimum of \$1,000,000 per occurrence general liability coverage and \$2,000,000 Aggregate general liability coverage.
2. All non-school permits **must be** covered by this insurance policy.
3. There **must be** a signed "Hold Harmless" form absolving the City of Gloucester from any liability.
4. The general liability insurance required for applicants shall also include a property damage provision.

E. Use of the Concession Building:

1. Authorized written permission by the Department of Public Works must be presented at the time of the permit application request.
2. An applicant proposing to serve prepared foods must submit a permit from the Board of Health at the time of the permit application request.
3. All food and beverages offered for sale must meet the Gloucester Board of Health Healthy Concessions Policies.
4. Concession Building will be opened by the facility supervisor.
5. At the end of the event the facility supervisor will inspect the Concession Building for cleanliness prior to dismissing the group.

F. Use of the Scoreboard and Sound System:

1. Only authorized and trained personnel will be allowed to operate the scoreboard and sound system.
2. All personnel operating the scoreboard and sound system shall complete a training session with the facility supervisor.

3. Once an operator has completed the training session his/her name will be added to the list of approved operators
 4. The facility supervisor will keep an authorized list of approved operators on site.
- G. Consumption of food and beverages:
1. All consumption of food and/or beverages shall take place outside the fence surrounding the track and field areas.
 2. Only food or beverages sold at the concession will be allowed at the facility.
- H. Use of facility equipment:
1. Soccer Nets
 - a. If the soccer nets are on wheels then the facility supervisor will be responsible for moving them into place prior to the event and moving them back to their storage location after the event.
 - b. If the soccer nets are not on wheels then the groups using the nets **must** hand carry the nets back and forth from the playing field to the storage location.
 - c. If the soccer nets are attached to the football goalposts then the facility supervisor will be responsible for putting them up before the event and taking them down after the event.
 2. Field Hockey Nets
 - a. If the soccer nets are on wheels then the facility supervisor will be responsible for moving them into place prior to the event and moving them back to their storage location after the event.
 - b. If the soccer nets are not on wheels then the groups using the nets **must** hand carry the nets back and forth from the playing field to the storage location.
 3. Football Markers
 - a. Facility supervisor will be responsible for moving the yard makers, end zone markers, etc. out onto the athletic field.
 - b. At the end of the event, the permit holder will be responsible for moving the equipment to a designated location specified by the facility supervisor.
- I. Cancellations:
1. Events at the facility will be cancelled:
 - a. On any Gloucester Public School day cancelled due to inclement weather
 - b. During a weather emergency declared by the City
 - c. When the facility supervisor (DPW Director) determines weather conditions pose risks of harm to facility users or the Facility.
 - d. DPW Director or designee will be responsible for rescheduling the event(s) at the next available non-revenue producing time slot.

J. Security:

1. The facility supervisor and other staff do not provide security services.
2. A Police detail may be required as part of the permit.
3. Such details are paid for by the permit holder.

APPENDIX A

Group Type	Stadium rental	Lights	Sound System Scoreboard	Concession
Tier 1 Gloucester Public Schools City Sponsored events	No charge	No charge	No charge	No charge
Tier 1A 95% of participants Are Gloucester residents Includes youth and adult Organizations	No charge	\$15/hour	\$15/hour	\$100/day
Tier 2 50% of participants Are Gloucester residents Includes youth and adult Organizations	\$25/hour	\$20/hour	\$20/hour	
Tier 3 Less than 50% of the Participants are Gloucester based	\$50/hour	\$35/hour	35/hour	
Tier 4 Clinics, Camps Tournaments	\$1000/ Week \$200/ Day	\$35/hour	\$35/hour	negotiable

The following three matters are continued to September 16, 2013:

4. *CC0213-031 (Verga) Request the Traffic Commission investigate traffic flow on Englewood Road in Magnolia to determine whether current signage is adequate or whether additional signage is needed*
5. *CC2013-033 (McGeary) Amend GCO c. 22, Sec. 22-270 (Prohibited parking at all times) by deleting "East Main Street from Bass Avenue to the entrance to the Quincy Market Storage building off of East Main Street"*
6. *CC2013-034 (LeBlanc) Amend GCO c. 22, Sec. 22-287 (Disabled veteran, handicapped parking) re: Riggs Street #6*

A motion was made, seconded and voted unanimously to adjourn the meeting at 6:55 p.m.

Respectfully submitted,
Dana C. Jorgenson, Clerk of Committees

DOCUMENTS/ITEMS SUBMITTED AT MEETING: None.

New Balance Track & Field at Newell Stadium
Rules and Regulations
DRAFT

- I. Hours of Operation
 - A. General Public Access for Walking/Jogging (Track)
 1. Monday to Friday 6:00AM to 2:30PM
8:00PM to 10:00PM
 2. Saturday 7:00AM to 9:00PM
 3. Sunday 8:00AM to 8:00PM
 - B. Permitted Athletic Events & Other Activities
 1. During School Year (Sept. to June)
 - a. Monday to Friday 8:00AM to 2:30PM
 - b. Saturday 8:00AM to 9:00PM
 - c. Sunday 8:00AM to 8:00PM
 2. Non School Year (July & August)
 - a. Monday to Friday 8:00AM to 9:00PM
 - b. Saturday 8:00AM to 9:00PM
 - c. Sunday 8:00AM to 8:00PM
- II. Use by the Gloucester Public School Department
 - A. Gloucester Public Schools shall have first priority in requesting use of the Facility during the School calendar year.
 - B. In order to obtain first priority, Gloucester Public Schools shall submit a list of requests 60 days prior to the start of the school year for the fall activities and by March 1st for the spring activities. As the athletic schedules are updated those updates must be forwarded to the scheduler in a timely manner.
 - C. In the event of a postponement of a scheduled School athletic event, the event shall be scheduled at the next available non-revenue producing time slot.
 - D. Gloucester school athletics will have the *exclusive* (?) use of the Facility for practices and games from 3:00PM to 9:00PM Monday through Friday.
 - E. Gloucester Public Schools may request use of the Facility for gym classes during the school year between the hours of 7:30AM and 2:30PM. These requests must be made two weeks in advance in order to give notice to the general public who may be using the track for walking/jogging.
- III. Permitted Use for all Other Users
 - A. Any group or individual that wishes to use the athletic playing field must have a permit.
 - B. Facility may be scheduled in ½ hour increments.
 - C. Permits will be based on availability and Gloucester based groups will have precedence over non-Gloucester groups when scheduling the athletic fields. Past permit holders will be given first consideration provided they have conducted themselves in accordance with the conditions described in this policy.
 - D. Permit holder must be 21 years of age or older.
 - E. Payment is expected prior to receiving the permit for one-time events. Multi use permits may work out an acceptable payment plan. In the event of a payment plan the permit fee must be paid in full prior to the end of the permit period. No future permits will be issued to a group, organization, or individual until all outstanding fee are paid.

- F. The permit holder shall review all rules and regulations with all members of the group prior to the use of the Facility.
- G. The permit holder shall be present at all times during the activity and shall be responsible for the activities of all members of the group while using the Facility.
- H. The permit holder shall sign in with the facility supervisor.
- I. Any damage caused to the facility during the permit period will be the direct responsibility of the permit holding individual or organization. The City of Gloucester will collect from the permit holder any and all monies needed to repair the damage(s) over and above the amount of the security deposit.
- J. The individuals provided use of the Facility under the permit, including the permit holding group, event participants, spectators, visiting teams and coaches **must** make every effort to follow these Rules and Regulations and work with the facility supervisor or they may be asked to leave the Facility by the facility supervisor, and if necessary the Gloucester Police.
- K. Each permit holder is responsible for making sure the facility is trash free at the conclusion of the game or event and that all recyclables are placed in the appropriate containers.
- L. If the restroom is used, the permit holder is responsible for making sure the restrooms are clean with all trash picked up off the floor.
- M. When two or more applicants on equal footing apply for the same time frame, priority will be given to the traditional in season sport, as defined by the High School sports seasons, outlined as follows:
 - a. Fall Season – Football, Soccer
 - b. Spring – Lacrosse
 - c. Summer – per request

IV. User Fees

- A. Please see Appendix A
- B. All User fees, once paid, are non-refundable

V. Security Deposits

- A. Single event user - \$500.00 refundable security deposit
- B. Multi event user - \$1,000.00 refundable security deposit
- C. Concession Building - \$500.00 refundable security deposit
- D. Scoreboard and/or sound system – \$250.00 refundable security deposit

VI. General Rules and Regulations

- A. The following are not permitted on the track or field facilities:
 1. Dogs, pets or any other animals
 2. Food, peanuts, seeds or chewing gum
 3. Sports drinks, soda or any beverages other than water
 4. Glass bottles or containers of any kind
 5. Tobacco products of any kind
 6. Bicycles, tricycles, skateboards, roller blades, baby strollers or wheelchairs
 7. Unpermitted use of motor vehicles or heavy equipment of any kind
 8. Fireworks of any kind
 9. Sharp penetrating objects such as tent spikes or high heels
 10. Sharp tipped javelins
 11. Golfing
 12. Chemical ice bags
 13. Dumping of ice on the track or field
 14. Track spikes greater than 1/8"

15. Metal cleats
16. Chairs or tables
17. No materials, such as posters, etc. of any kind may be taped, stapled, glued or otherwise affixed to the bleachers or fences.
18. Failure to adhere to the stated Rules and Regulations may result in termination of user privileges.

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1. Access to the turf and track will be limited to the players, coaches, officials, and site officials when an organized event is in progress.
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1. Lanes 1 and 2 are to be used by runners and joggers
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D. Liability Insurance:

1. A Certificate of Liability Insurance naming the City of Gloucester as an additionally insured party **must be** provided at the time of the permit application. Liability limits are required to be a minimum of \$1,000,000 per occurrence general liability coverage and \$2,000,000 Aggregate general liability coverage.
2. All non-school (city?) permits **must be** covered by this insurance policy.
3. There **must be** a signed "Hold Harmless" form absolving the City of Gloucester from any liability.
4. The general liability insurance required for applicants shall also include a property damage provision.

E. Use of the Concession Building:

1. Authorized written permission by the (GHS Boosters or DPW or Stadium Committee) must be presented at the time of the permit application request.
2. An applicant proposing to serve prepared foods must submit a permit from the Board of Health at the time of the permit application request.
3. All food and beverages offered for sale must meet the Gloucester Board of Health Healthy Concessions Policies.
4. Concession Building will be opened by the facility supervisor.
5. At the end of the event the facility supervisor will inspect the Concession Building for cleanliness prior to dismissing the group.

F. Use of the Scoreboard and Sound System:

1. Only authorized and trained personnel will be allowed to operate the scoreboard and sound system.
2. All personnel operating the scoreboard and sound system shall complete a training session with the facility supervisor.
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4. The facility supervisor will keep an authorized list of approved operators on site.

G. Consumption of food and beverages:

1. All consumption of food and/or beverages shall take place outside the fence surrounding the track and field areas.
2. Only food or beverages sold at the concession will be allowed at the facility.
3. Do we allow people to bring in food and beverages

H. Use of facility equipment:

1. Soccer Nets

- a. If the soccer nets are on wheels then the facility supervisor will be responsible for moving them into place prior to the event and moving them back to their storage location after the event.
- b. If the soccer nets are not on wheels then the groups using the nets **must** hand carry the nets back and forth from the playing field to the storage location.
- c. If the soccer nets are attached to the football goalposts then the facility supervisor will be responsible for putting them up before the event and taking them down after the event.

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I. Cancellations:

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- b. During a weather emergency declared by the City
- c. When the facility supervisor (DPW Director) determines weather conditions pose risks of harm to facility users or the Facility.
- d. The Stadium Committee or DPW Director or ?? will be responsible for rescheduling the event(s) at the next available non-revenue producing time slot.

J. Security:

1. The facility supervisor and other staff do not provide security services.
2. A Police detail may be required by the Scheduling Committee or by other City ordinances.
3. Such details are paid for by the permit holder.

APPENDIX A

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Tier 4 Clinics, Camps Tournaments	\$1000/ Week \$200/ Day	\$35/hour	\$35/hour	negotiable

Public Works
28 Poplar Street
Gloucester, MA 01930



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

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

TO: Carolyn Kirk, Mayor
FR: Mark Cole, Assistant Director Public Works *MC*
DT: June 18, 2014
SUBJ: Proposed Rate Increases for Talbot Rink

Please submit the attached proposal for rate increases at the Talbot Rink in the next Mayors report to the City Council. This is the first rate increase since the Department of Public Works assumed control of the rink. They are based on rates across New England and the improvements that have taken place at the rink over the past three years.

Public Works
28 Poplar Street
Gloucester, MA 01930



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CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

Projected Rink Rate Increases

Current rates:

Cape Ann Youth Programs	\$200 per 50 minute sheet
Other Programs	\$220 per 50 minute sheet
Off peak (5:30-6:30AM)	\$130 per 50 minute sheet
Preseason camps	\$130 per 50 minute sheet

Proposed increases:

2014-2015 Season

Cape Ann Youth Programs	\$210 per 50 minute sheet
Other Programs	\$230 per 50 minute sheet
Off peak (5:30-6:30AM)	\$130 per 50 minute sheet
Preseason camps	\$150 per 50 minute sheet

2015-2016 Season

Cape Ann Youth Programs	\$215 per 50 minute sheet
Other Programs	\$240 per 50 minute sheet
Off peak (5:30-6:30AM)	\$130 per 50 minute sheet
Preseason camps	\$175 per 50 minute sheet

2016-2017 Season

Cape Ann Youth Programs	\$220 per 50 minute sheet
Other Programs	\$250 per 50 minute sheet
Off peak (5:30-6:30AM)	\$130 per 50 minute sheet
Preseason camps	\$200 per 50 minute sheet

	2011-2012	2012-2013	Projected 2013-2014	2014-2015	2015-2016	2016-2017
Youth Groups 210/215/220 230/240/250	\$ 178,880.00	\$ 189,260.00	\$ 195,760.00	\$ 203,050.00	\$ 208,450.00	\$ 213,850.00
Men's Leagues 210/215/220 230/240/250	\$ 49,820.00	\$ 58,888.00	\$ 58,670.00	\$ 64,400.00	\$ 67,200.00	\$ 70,000.00
Tournaments 210/215/220	\$ 8,800.00	\$ 10,000.00	\$ 10,800.00	\$ 11,340.00	\$ 11,610.00	\$ 11,880.00
High Schools 230/240/250	\$ 21,560.00	\$ 21,370.00	\$ 14,650.00	\$ 15,900.00	\$ 16,400.00	\$ 16,900.00
Preseasons 135/140/145	\$ 4,810.00	\$ 4,290.00	\$ 5,200.00	\$ 6,000.00	\$ 7,000.00	\$ 8,000.00
Birthday rentals	\$ 8,260.00	\$ 6,785.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
Public skate/rentals	\$ 17,822.00	\$ 18,813.00	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00
Stick Practice	\$ 1,000.00	\$ 2,130.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
Vending	\$ 4,833.00	\$ 3,654.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Miscellaneous	\$ 2,433.00	\$ 3,510.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00
	\$ 298,218.00	\$ 318,700.00	\$ 319,780.00	\$ 335,390.00	\$ 345,360.00	\$ 355,330.00

ICE RINK SURVEY - FEBRUARY 2014

Ice Rental Rates - By State

State	Rink	City/Town	Ownership	# Ice Sheets	Season	PRIME ICE WEEKNIGHT	PRIME ICE WEEKEND	NON-PRIME RATE	Increase in 2014?	Contact
						Minutes/Sheet	Minutes/Sheet	Minutes/Sheet		
Massachusetts	2014 Milton Academy	Milton	Prep School	1	Winter only	50	50	50	No	steve_zennings@milton.edu
	2014 FMC Raynham	Raynham	For Profit	1	Year round	50+	50+	50+	Yes TBD	smederfros@fmciceports.com
	2014 Babson College	Wellesley	College	1	Year round	50	50	50	No	edurain@babson.edu
	2104 St. Mark's School	Southboro	Prep School	1	Winter only	50	50	50	No	
	2014 Dexter - Southfield	Brookline	Prep School	2	Winter only	60	60	60	Yes \$5	rouleley@centerofsouthfield.org
	2014 Hyannis Youth & Comm Ctr	Hyannis	Muni/State	2	Year round	50	50	50	No	lozeph.lizo@town.barnstable.ma.us
	2014 Rivers School	Weston	Prep School	1	Winter only	60	60	60	No	luseillia@rivers.org
	2014 The Edge Sports Center	Bedford	For Profit	2	Year round	60	60	60	No	stufuco@thesportscenter.com
	2014 New England Sports Center	Marlboro	For Profit	6	Year round	60	60	60	No	stufuco@thesportscenter.com
	2014 FMC Chelmsford	Chelmsford	For Profit	1	Sept - April	50+	50+	50+	Yes TBD	llokche@fmciceports.com
	2014 Burbank Rink	Reading	Not For Profit	1	Year round	50	50	50	No	edebach@red.com
	2014 Phillips Academy	Andover	Prep School	2	Year round	60	60	60	Yes \$10 - \$15	brugel@andover.edu
	2014 FMC Natick	Natick	For Profit	1	Year round	50+	50+	50+	Yes TBD	jill@fmciceports.com
	2014 Stoneham Ice Rink	Stoneham	Muni/State	1	June - April	50	50	50	Yes \$5	schill@stoneham.ma.us
	2014 FMC West Roxbury	West Roxbury	For Profit	1	Year round	50+	50+	50+	Yes TBD	deaurfeld@fmciceports.com
	2014 FMC Lynn	Lynn	For Profit	1	Sept - April	50+	50+	50+	Yes TBD	ltheamer@fmciceports.com
	2014 FMC East Boston	East Boston	For Profit	1	Sept - April	50+	50+	50+	Yes TBD	masquilliot@fmciceports.com
	2014 FMC Cambridge	Cambridge	For Profit	1	Sept - April	50+	50+	50+	Yes TBD	rcapoccia@fmciceports.com
	2014 FMC Reverse	Revere	For Profit	1	Year round	50+	50+	50+	Yes TBD	learroll@fmciceports.com
	2014 Charles Moore Arena	Orleans	Not For Profit	1	Year round	50	50	50	Yes TBD	therbert@fmciceports.com
	2014 FMC Fitchburg	Fitchburg	For Profit	2	Sept - April	50+	50+	50+	Maybe	mccole@doubleaster-ma.gov
	2014 Talbot Rink	Gloucester	Muni/State	1	Sept - June	50	50	50	Yes TBD	mmastrovotaro@fmciceports.com
	2014 FMC Greenfield	Greenfield	For Profit	1	Sept - April	50+	50+	50+	Yes TBD	framolin@fmciceports.com
	2014 FMC Holyoke	Holyoke	For Profit	1	Year round	50+	50+	50+	Yes TBD	frances@fmciceports.com
	2014 FMC Springfield	Springfield	For Profit	1	Year round	50+	50+	50+	Yes TBD	mikecobe@fmciceports.com
	2014 FMC Marlboro	Marlboro	For Profit	1	Year round	50+	50+	50+	Yes TBD	pdrapesau@fmciceports.com
	2014 FMC Gardner	Gardner	For Profit	1	Sept - April	50+	50+	50+	Yes TBD	lcorreira@fmciceports.com
	2014 FMC Auburn	Auburn	For Profit	1	Year round	50+	50+	50+	Yes TBD	mmattos@fmciceports.com
	2014 FMC Fall River	Fall River	For Profit	1	Year round	50+	50+	50+	Yes TBD	twidenski@fmciceports.com
	2014 FMC Taunton	Taunton	For Profit	1	Year round	50+	50+	50+	Yes TBD	bbertoni@fmciceports.com
	2014 FMC New Bedford	New Bedford	For Profit	1	Sept - April	50+	50+	50+	Yes TBD	noanucci@fmciceports.com
	2014 FMC Brockton	Brockton	For Profit	1	Year round	50+	50+	50+	Maybe	mmar@ramblichammma.gov
	2014 FMC Plymouth	Plymouth	For Profit	1	Year round	50+	50+	50+	No	irubin@valley-associates.com
	2014 FMC Franklin	Franklin	For Profit	1	Year round	50	50	50	Yes TBD	mshale@vineyard.net
	2014 FMC Worcester	Worcester	Muni/State	1	Year round	60	60	60	No	niki@vineyard.net
	2014 Loring Arena	Frammingham	For Profit	1	Year round	50+	50+	50+	No	niki@vzfrink.com
	2014 Valley Forum II	Malden	For Profit	1	Year round	50	50	50	No	obrien@vzfrink.com
	2014 FMC Burlington	Burlington	For Profit	1	Year round	50+	50+	50+	Yes \$15	aruaenerov@verizon.net
	2014 Martha's Vineyard Arena	Martha's Vineyard	Not For Profit	1	Year round	50+	50+	50+	Yes \$10	jonelli@saalemstate.edu
	2014 Janes Rink	Lowell	Muni/State	1	Year round	50	50	50	No	leberme@winchendon.org
	2014 O'Brien Ice Rink	Woburn	Not For Profit	1	Year round	50	50	50	Yes \$5	stebpin@billerica.12.ma.us
	2014 Ulin Rink	Milton	Not For Profit	1	Year round	50	50	50	No	tomwalsh@babsonacademy.org
	2014 Rockett Arena/Salem State	Salem	College	1	Sept - April	50	50	50	No	hollan@tenants@gmail.com
	2014 Jason Ritchie Ice Arena	Winchendon	Not For Profit	1	Sept - April	60	60	60	No	beckett@dnchoston.com
	2014 Hallenborg Ice Rink	Billerica	Prep School	1	Winter only	60	60	60	Maybe	chris.bowden@rochesternh.net
	2014 Tabor Academy	Marion	Prep School	1	Aug - May	60	60	60	No	info@lacolliatarena.com
	2014 Holland Arena	Woburn	For Profit	1	Sept - April	60	60	60	Yes \$5	boertins@anselm.com
	2014 TD Garden	Boston	For Profit	1	July - March	60	60	60	No	randma@manchesternh.gov
New Hampshire										
	2014 Rochester Arena	Rochester	Muni/State	1	Sept - April	50	50	50	Yes \$12	aruff@unh.edu
	2014 Laconia Ice Arena	Laconia	Not For Profit	1	Year round	60	60	60	No	bobbarcroft@unh.edu
	2014 Saint Anselm College	Manchester	College	2	Sept - April	60	60	60	Yes \$5	ward@nec.edu
	2014 Kennedy Rink	Manchester	Muni/State	1	Sept - April	60	60	60	No	dodds@camcolink.org
	2014 University of New Hampshire	Durham	College	1	Winter only	50	50	50	No	skatenail@hamdena.com
	2014 Cheshire Fair Ice Arena	Sweezy	Not For Profit	1	Sept - April	60	60	60	Yes \$5	dana.r.meter@dartmouth.edu
	2014 New England College	Henneker	College	1	Sept - April	60	60	60	No	
	2014 James W. Campion III Arena	West Lebanon	Not For Profit	1	Sept - June	60	60	60	Yes \$5	
	2014 Ham Arena	Conway	Not For Profit	1	Year round	60	60	60	No	
	2014 Dartmouth College	Hanover	College	1	Year round	60	60	60	Yes \$6	

ICE RINK SURVEY - FEBRUARY 2014
Ice Rental Rates - By State

State	Rink	City/Town	Ownership	# Ice Sheets	Season	Min/Sheet	Rate/Sheet	Rate/Sheet	Min/Sheet	Rate/Sheet	Eq/Sheet	Min/Sheet	Rate/Sheet	Increase in 2014?	Contact		
Connecticut	2014 Stamford Twin Rinks	Stamford	For Profit	2	Year round	50	\$550	\$550	50	\$490	\$660	50	\$490	Yes \$10	m_zito@stamfordtwinrinks.com		
	2014 Sono Ice House	Norwalk	For Profit	2	Year round	60	\$500	\$500	60	\$350	\$500	60	\$350	Yes \$25	Dan@sonoicehouse.com		
	2014 Danbury Ice Arena	Danbury	For Profit	2	Year round	60	\$450	\$450	60	\$350	\$450	60	\$350	Yes \$10	litalstoe@danburyice.com		
	2014 Yale University	New Haven	College	1	Sept - April	50	\$340	\$408	50	\$290	\$408	50	\$290	Yes \$50	areparat@yaleibc.net		
	2014 Veterans Memorial	West Hartford	Muni/State	1	Year round	60	\$335	\$335	60	\$300	\$335	60	\$300	Yes \$15	fred@westhartford.org		
	2014 The Taft School	Watertown	Prep School	2	Sept - April	60	\$270	\$270	60	\$270	\$270	60	\$270	No	pmontesano@taftschool.org		
	2014 University of Connecticut	Storrs	College	2	Sept - April	60	\$220	\$220	60	\$220	\$220	60	\$220	No	devid.deluca@quinnipiac.edu		
	2014 Quinnipiac University	Hamden	College	1	Sept - April	60	\$205	\$205	60	\$165	\$205	60	\$165	No	munoz@hartford-vt.org		
	Vermont	2014 Wendell A Barwood Arena	Hartford	Muni/State	1	Sept - April	50	\$215	\$215	50	\$150	\$215	50	\$150	Maybe \$15	GM@unionarena.org	
		2014 Union Arena	Woodstock	Not For Profit	1	Winter*	60	\$212	\$212	60	\$205	\$212	60	\$205	Yes \$6	dkimel@usvt.org	
2014 Collins Perley F & S Center		St Albans	College	1	Winter only	60	\$205	\$205	60	\$175	\$205	60	\$175	No	lehmm@cornet.org		
2014 Central VT Mem Civic Center		Montpelier	Not For Profit	1	July - Feb	60	\$195	\$195	60	\$190	\$195	60	\$190	No	infrasse@townofstowevermont.org		
2014 Stowe Arena		Stowe	Muni/State	1	June - March	60	\$185	\$185	60	\$180	\$185	60	\$180	No	mcafee@burdingtonvt.org		
2014 Paquette Arena		Burlington	Muni/State	2	Year round**	60	\$180	\$180	60	\$180	\$180	60	\$180	No	afcairms@aol.com		
2014 Chims Arena		South Burlington	Not For Profit	2	Year round	60	\$180	\$180	60	\$180	\$180	60	\$180	Prob \$10 - \$20	lcan@northwich.edu		
2014 Norwich University		Northfield	College	1	Winter*	60	\$180	\$180	60	\$180	\$180	60	\$180	Yes \$10	squaranta@barrecity.org		
2014 BOR Ice Arena		Barre	Muni/State	1	Oct - Feb	60	\$175	\$175	60	\$175	\$175	60	\$175	Yes \$5	peghier@brattleboro.org		
2014 Whittington Skating Facility		Brattleboro	Not For Profit	1	Winter only	60	\$470	\$470	60	\$350	\$470	60	\$350	Yes \$15	tweedy@sportorama.com		
New York	2014 Sport-O-Rama Ice Rinks	Monsey	For Profit	2	Year round	60	\$460	\$460	60	\$450	\$460	60	\$450	Yes \$10	randy@therinks.com		
	2014 The Rink	Heuppauge	For Profit	2	Year round	60	\$375	\$375	60	\$325	\$375	60	\$325	Yes \$25	tom_omady@weconunivday.org		
	2014 Rye Country Day School	Rye	Prep School	1	Nov - March	60	\$325	\$325	60	\$325	\$325	60	\$325	No	bobborne@harveyschool.org		
	2014 The Harvey School	Katonah	Prep School	1	Year round	60	\$220	\$220	60	\$170	\$220	60	\$170	No	slmaneria@aol.com		
	2014 Mid Hudson Civic Center	Poughkeepsie	Not For Profit	1	Year round	60	\$200	\$200	60	\$200	\$200	60	\$200	Yes \$5 - \$10	placone@cityofrochester.gov		
	2014 Genesee Sports Complex	Rochester	Muni/State	1	Sept - April	50	\$170	\$170	50	\$170	\$170	50	\$170	Prob \$5	bdickens@brockport.edu		
	2014 The College at Brockport	Brockport	College	1	Sept - April	60	\$185	\$185	60	\$185	\$185	60	\$185	No	ring@millbrook.org		
	2014 Millbrook College	Millbrook	Prep School	1	Winter only	60	\$170	\$170	60	\$170	\$170	60	\$170	No	brinkera@millbrook.edu		
	2014 SUNY Cortland	Schenectady	College	1	Sept - April	75	\$187	\$187	75	\$187	\$187	75	\$187	No	lewalle@portland.edu		
	2014 Bethlehem Area YMCA	Cortland	College	1	Sept - March	60	\$125	\$125	60	\$105	\$125	60	\$105	Yes \$5	mlstetson@elmira.edu		
Maine	2014 Elmira College	Delmar	Not For Profit	1	Year round	60	\$87	\$87	60	\$87	\$87	60	\$87	Maybe	paris@townofskaneateles.com		
	2014 EL Lawrence Centre Arena	Horseneads	College	1	Sept - April	60	\$230	\$230	60	\$200	\$230	60	\$200	Yes \$10	mcain@learrinks.com		
	2014 St Lawrence Centre Arena	Massena	College	1	Year round	60	\$220	\$220	60	\$220	\$220	60	\$220	Yes \$10	blburstin@thebankofmaineicevault.com		
	2014 Town of Skaneateles	Skaneateles	Muni/State	1	Winter only	60	\$110	\$110	60	\$110	\$110	60	\$110	No	lori@midcoast.org		
	2014 Colgate University	Hamilton	College	1	Sept - April	75	\$301	\$301	75	\$301	\$301	75	\$301	No	cheauite@presqueislandme.us		
	Rhode Island	2014 Androscoquin Bank Coliseum	Lewiston	For Profit	1	Year round	60	\$290	\$290	60	\$290	\$290	60	\$290	Yes \$20	james.s.dorney@warwickri.com	
		2014 The Bank of Maine Ice Vault	Hallowell	For Profit	1	Year round	60	\$275	\$275	60	\$275	\$275	60	\$275	No	oesterli@usna.edu	
		2014 Mid-Coast Recreation Ctr	Rockport	Not For Profit	1	Sept - April	60	\$230	\$230	60	\$230	\$230	60	\$230	No	lchahow@president@gmail.com	
		2014 The Forum	Presque Isle	Muni/State	1	Winter only	60	\$150	\$150	60	\$150	\$150	60	\$150	\$45 res; \$100 non-res	tom.harden@hardenparts.com	
		Maryland	2014 Thayer Arena	Warwick	Muni/State	2	Year round	60	\$455	\$455	60	\$455	\$455	60	\$455	Yes \$25 - \$50	wendy.donley@hagerstownice.org
2014 U. S. Naval Academy			Annapolis	College	1	Sept - April	50	\$301	\$301	50	\$301	\$301	50	\$301	No	fm@hagerstownice.org	
2014 Talbot County Comm Ctr			Easton	Muni/State	1	Sept - April	60	\$425	\$425	60	\$425	\$425	60	\$425	Yes \$5 - \$10	brillier@floydhallarena.com	
2014 Tucker Road Ice Rink			Fort Washington	Muni/State	1	Year round	60	\$230	\$230	60	\$230	\$230	60	\$230	No	rob@protestants.com	
2014 Herbert Wells Ice Rink			College Park	Muni/State	1	Year round	60	\$150	\$150	60	\$150	\$150	60	\$150	No	harden@udel.edu	
2014 Hagerstown Ice			Hagerstown	Not For Profit	1	Year round	50	\$230	\$230	50	\$230	\$230	50	\$230	No	randd2@gmail.com	
New Jersey	2014 Floyd Hall Arena		Little Falls	For Profit	2	Year round	60	\$301	\$301	60	\$301	\$301	60	\$301	No	swcre2000@gmail.com	
	2014 Prostock Hockey Ponds		Somerset	For Profit	3	Year round	60	\$230	\$230	60	\$230	\$230	60	\$230	No		
	Delaware		2014 University of Delaware	Newark	College	2	Year round	50	\$276	\$276	50	\$276	\$276	50	\$276	No	
			Wisconsin	2014 Tri-County Arena	Neenah	Not For Profit	2	Sept - April	50	\$120	\$120	50	\$120	\$120	50	\$120	No
		2014 South Wood Cnty Rec Ctr		Wisconsin Rapids	Not For Profit	1	Sept - April	60	\$230	\$230	60	\$230	\$230	60	\$230	No	

ICE RINK SURVEY - FEBRUARY 2014

		Ice Rental Rates - By State											
		\$94		\$94		\$94							
		Min/Sheet	Rate/Sheet	Min/Sheet	Rate/Sheet	Min/Sheet	Rate/Sheet	Min/Sheet	Rate/Sheet	Min/Sheet	Rate/Sheet	Min/Sheet	Rate/Sheet
2014 Smith Center	Merrill	60	\$215	60	\$215	60	\$215	60	\$215	60	\$215	60	\$215
State Rink	City/Town												
Minnesota	Burnsville	60	\$185	60	\$185	60	\$185	60	\$185	60	\$185	60	\$185
2014 Burns Ice Center	St. Louis Park	60	\$185	60	\$185	60	\$185	60	\$185	60	\$185	60	\$185
2014 St. Louis Park Rec Center	Jackson	50	\$225	50	\$225	50	\$225	50	\$225	50	\$225	50	\$225
Michigan	Lincoln Park	50	\$190	50	\$190	50	\$190	50	\$190	50	\$190	50	\$190
2014 Optimist Ice Arena	Lexington	60	\$258	60	\$258	60	\$258	60	\$258	60	\$258	60	\$258
2014 Lincoln Park Comm Center	Shaker Heights	60	\$205	60	\$205	60	\$205	60	\$205	60	\$205	60	\$205
Kentucky	Harrisburg	60	\$85	60	\$85	60	\$85	60	\$85	60	\$85	60	\$85
2014 Lexington Ice Center	Waterloo	60	\$150	60	\$150	60	\$150	60	\$150	60	\$150	60	\$150
Ohio	Park City	60	\$185	60	\$185	60	\$185	60	\$185	60	\$185	60	\$185
2014 Thornton Park Ice Arena	Roseville	60	\$325	60	\$325	60	\$325	60	\$325	60	\$325	60	\$325
Illinois	Pasco	60	\$325	60	\$325	60	\$325	60	\$325	60	\$325	60	\$325
2014 Shawnee Ice													
Iowa													
2014 Young Arena													
Utah													
2014 Park City Ice Arena													
California													
2014 Statetown Ice Arena													
Washington													
2014 TRAC Ice Pavilion													

* Also opens for summer camps
 ** Shuts down for 5 weeks in spring
 *** Shuts down for 6 weeks in summer
 **** Contracts ice time to only one customer on a monthly basis w/a three year contract.
 + Also offers 60-minutes at higher proportional rate

Muni/State
 Ownership
 # Ice Sheets
 Season
 Rate/Sheet
 Min/Sheet
 Equivalent
 Min/Sheet
 Rate/Sheet
 Min/Sheet
 Rate/Sheet
 Increase in 2014?

Contact
 dean.wendorf@ci.merrill.wi.us
 dean.mulso@ci.burnsville.mn.us
 lelsold@stlouispark.org
 don@optimisticearena.com
 danderson98@gmail.com
 lexingtonicecenter@windstream.net
 bill.murray@shakeronline.com
 mkrzes@hotnail.com
 jake.schaefer@waterloo-ia.org
 joliste@parkcity.org
 scott@statetown.biz
 theicefarmer@hycos.com

Christine Pantano

From: Mary Williams <mary@promotionmechanics.com>
Sent: Friday, May 23, 2014 11:41 AM
To: Christine Pantano
Subject: Destination America and USA Today "Red, White and You" Contest
Attachments: IRS W-9.pdf; Red White You Official Rules.pdf

Importance: High

May 23, 2014

To: Christine Pantano

Congratulations! On behalf of Barrett Pett, the Parks and Recreation Department of the City of Gloucester, MA has been selected as the recipient of a \$4,000 donation in the Destination America and USA Today "Red, White and You" Contest sponsored by Discovery Communications, LLC.

Barrett entered the Destination America and USA Today "Red, White and You" Contest, by writing an essay describing why his town deserves to win a Fourth of July celebration. His essay was judged as a Runner-up in the online Public Voting Period and he has chosen your town's parks and recreation services as the recipient of his prize.

I have attached an IRS W-9 form for you to complete on behalf of the City of Gloucester. The check will take approximately 4-6 weeks for delivery. Please provide me with the proper address to mail it to.

We ask that you not publicize anything about the contest until after the official winner announcement is made sometime during the week of May 25-28, 2014. After the announcement is made I will supply you with contact information from Destination America to assist you in publicizing your winning status.

Feel free to call me with any questions between 9am and 5pm, M-F at (800) 444-5324. If calling outside these hours, please leave a message at x111 and I will return your call when I am back in the office.

Sincerely,

Mary Williams

Promotion Mechanics, Inc.
Independent Judging Organization for the
Destination America Red, White and You Contest
87 South Main Street
Newtown, CT 06470
P 203.270.7166
F 203.270.7244

**DESTINATION AMERICA AND USA TODAY
“RED, WHITE AND YOU” CONTEST
OFFICIAL RULES**

OFFERED ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA (“CONTINENTAL U.S.”), AND OPEN ONLY TO LEGAL RESIDENTS OF THE CONTINENTAL U.S. WHO ARE 18 YEARS OF AGE OR OLDER. VOID IN ALASKA AND HAWAII AND WHERE PROHIBITED.

Please read these Official Rules carefully. They contain important information about your rights and obligations, as well as limitations and exclusions that may apply to you if you enter the Destination America and USA Today “Red, White and You” Contest (“Contest”). By entering the Contest, you signify your agreement to these Official Rules and the decisions of the Sponsor and Promotion Administrator. If you do not agree to the Official Rules, you may not enter in the contest.

1. ELIGIBILITY: Open to legal residents of the continental U.S. who are 18 years of age or older at time of entry. Employees, officers and directors of Discovery Communications, LLC (“Sponsor”), its promotional partner USA Weekend, Gannett Company Inc., Promotion Mechanics, Inc. (“Promotion Administrator”), their parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, promotional suppliers and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors (collectively, “Contest Entities”) are not eligible. All applicable federal, state, and local rules apply. Void in Alaska, Hawaii, Puerto Rico and U.S. territories and possessions and where prohibited or restricted by law.

2. CONTEST DESCRIPTION: The Contest provides entrants an opportunity to write an essay of 150 words or less which describes why their town deserves to win a Fourth of July celebration (“Entry”). Entrants will have the option of submitting an original photo of their town, but doing so is not required for entry. The Entries will be judged according to the process and criteria set forth in Section 8; photos will not be judged. **Please note: prizes will be awarded to winning entrant’s town (defined as the municipality in which the entrant resides). Entrants are entering on behalf of their town and not in an individual capacity.**

3. CONTEST TIMING:

- **Entry Submission Period:** The Entry Submission Period will begin at 12:01 AM Eastern Time (“ET”) on March 2, 2014, and ends at 11:59 PM ET on April 13, 2014.
- **Grand and Second Prize Winner Announcement:** The Grand and Second Prize winners will be announced during the week of April 28, 2014.
- **Public Voting Period:** Beginning on or about 12:01 AM ET on May 1, 2014 and through 11:59 PM ET on May 16, 2014, the general public (age 13 and older) will have an opportunity to vote for the Runner-up entries that they feel most deserve a Fourth of July celebration.
- **Runner-up Winners Announcement:** The Runner-up winners will be announced during the week of May 18, 2014.

4. TO SUBMIT AN ENTRY: Visit the Contest page at destinationamerica.com/fourthofjuly during the Contest Period, complete the online entry form, and follow the instructions to submit your essay. If you wish, you may also submit an original photo of your town, but the photo will not be judged nor will it be used to determine the winners of the Contest. Directions on how to upload the photo will be included on the entry page. The photo may be in color or black and white, must be only in GIF (.gif) or JPEG (.jpg) format and may not exceed a file size of 4 megabytes. Files exceeding the maximum size will not be accepted. Photo must be the property of the entrant; entrant must know the names and

addresses of all identifiable persons in the photo and must have permission from those persons to submit the photo.

Entries must be received by Sponsor's server by 11:59 PM ET on April 14, 2014. Refer to Section 5 for more details regarding the requirements for your Entry. You may enter more than once, however each Entry must be different and must comply with these Official Rules. Duplicate Entries will be void. For the avoidance of doubt, entrant must own or have the right to convey any and all right, title and interest in and to the Entry. Submitting an Entry that is copyrighted by another individual will make you responsible for any legal action the legal copyright holder might take against you.

5. ADDITIONAL REQUIREMENTS FOR ENTRIES: Entry essays must be submitted in English and may not contain any personal identification information, such as names, e-mail addresses or street addresses. Any elements that appear in the Entry, including, without limitation, company names and logos, must be entirely original, created by the entrant, or be in the public domain. Use of any elements that are not original or in the public domain will result in disqualification of an Entry, in Sponsor's sole discretion. Entries that do not include all required information and do not adhere to the foregoing and following requirements will be considered void and will not be considered in the judging of this Contest. Sponsor reserves the right in its sole discretion to disqualify any Entry at any time which, in the Sponsor's reasonable opinion [a] is deemed to be immoral, obscene, profane, defamatory or not in keeping with Sponsor's image; [b] describes dangerous conduct, stunts or tricks that could lead to physical injury or property damage; [c] endangers the safety or well being of any person; [d] contains any third party materials or otherwise violates or infringes (or may infringe) on any copyright, trademark, logo or other proprietary right of any person living or deceased; [e] defames or invades the privacy or publicity rights of any person, living or deceased; or [f] is in violation of these Official Rules.

6. ENTRANT'S REPRESENTATIONS: By submitting an Entry, you represent and warrant that [a] you are the creator of the Entry, [b] the Entry is wholly original, [c] the Entry is true and verifiable, [d] the Entry does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, and does not defame any person or identify any person by name or other identifying information, [e] the Entry has not previously been entered in any other contest, [f] the Entry has not been previously published in any medium, [g] the Entry does not violate any law or regulation, [h] you own all rights to your Entry (including, without limitation, any copyrights contained therein), [i] you agree to waive any claim for reimbursement for any equipment or materials necessary to submit an Entry regardless of whether or not that Entry is selected for any prize. Sponsor's determination as to whether any Entry potentially violates the rights of any third party is final.

7. SPONSOR'S RIGHTS TO ENTRIES: Entries become the property of Sponsor and will not be acknowledged or returned. By submitting an Entry, you grant the Sponsor (including USA Weekend and Gannett Company, Inc.) and its affiliated companies the unconditional and perpetual right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Entry (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party. By submitting an Entry, you forever waive any rights of copyrights, trademark rights, patent rights, privacy rights, and any other legal or moral rights in the Entry that may preclude the Contest Entities' use of the Entry, or require your permission for the Contest Entities to use the Entry. By submitting an Entry, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against any Contest Entity, or any other person, on the grounds that any use of the Entry, or any derivative works, infringe any of your rights, including, without limitation, copyrights, or moral rights. You further acknowledge that the Sponsor is in no way obligated to broadcast, publish or use your Entry in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor.

8. JUDGING: All Entries will first be screened to ensure they meet the entry criteria. Then, a panel of judges selected by the Sponsor will score qualifying Entries using the following Judging Criteria, weighted equally: [a] Originality, [b] Content, [c] Relevance to the Contest theme, and [d] Sincerity. The judges will rank all eligible Entries received. The fifty (50) highest scoring Entries will proceed to the final judging round, in which a panel of judges selected by the Sponsor will determine the Grand and Second Prize winners based on which seven (7) Entries in their opinion give the most compelling reason why their town deserves a Fourth of July celebration. The two highest scoring Entries will be deemed Grand Prize winners. The next five highest scoring Entries will be deemed Second Prize winners. The judges will also select ten (10) Entries to be part of the Public Voting Period described in Section 9 based on the next ten (10) highest scoring Entries after the Grand and Second Prize winners have been determined.

In the event of a tie at any level, the Originality score will be used as a tiebreaker. The decisions of Sponsor and Judges are final and binding in all matters.

Notwithstanding any other provision of these Official Rules, if at any time during the Contest Period, the Sponsor determines that not enough or no eligible entrants exist from which to determine the winners, then Sponsor may in its sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Contest or modify it (or any parts thereof) in any equitable manner that Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these Official Rules.

9. PUBLIC VOTING PERIOD: During the Public Voting Period, May 1 – 16, 2014, members of the public who are thirteen (13) years of age or older (the “Voters”) are invited to go to destinationamerica.com/fourthofjuly to vote on the Entries posted at the website. Voters will be asked to vote for the Entry that in their opinion best describes a town that deserve a Fourth of July celebration. The three (3) Entries that receive the highest number of votes will be declared the Runner-up winners, pending verification of eligibility and continued compliance with these Official Rules and Sponsor’s instructions. **Limit one vote per person/email address per day.** Only votes submitted via the website in accordance with these Official Rules during the Public Voting Period will be considered. Voters using multiple email addresses will be immediately disqualified and forbidden from future voting. Voting using assistance of any kind including mechanical, form filling or other software or robotic or automated assistance with regard to all or any part of the voting process is not allowed, and these votes will be disqualified. Any individual who, at the sole determination of the Sponsor, abuses the voting process in any way will be disqualified from participating in the Contest.

10. RUNNER-UP WINNER DETERMINATION: At the close of the Public Voting Period, a panel of judges selected by the Sponsor will determine the three (3) Runner-up winners based on the following criteria:

- Results of the Public Voting Period (30% of score)
- Uniqueness of town’s story (40% of score)
- Content (30% of score)

The three (3) Runner-up Entries that receive the highest cumulative scores will be deemed the Runner-up winners.

11. PRIZES: Two (2) Grand Prizes: each a Fourth of July celebration (including a fireworks display) in the winner’s town valued at approximately \$50,000.

Five (5) Second Prizes, each a Fourth of July fireworks display in the winner's town valued at up to a maximum of \$10,000.

The Sponsor will work with the winning towns to determine a suitable location in or near the winner's town where the fireworks display can be held. If it is determined by the Sponsor, in its sole discretion, that there is no suitable location for the fireworks display in or near winner's town, or the winning town does not otherwise qualify for the fireworks display, the Sponsor may elect, at its sole discretion, to award the prize to the next-highest scoring Entry.

Three (3) Runner-up prizes, each a \$4,000 donation in the winner's name to the Parks and Recreation Department in the winner's town.

Prizes are not transferable or redeemable for cash (except as noted above) and must be accepted as awarded. No other substitutions may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of comparable or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion.

Winning towns are solely responsible for all applicable federal, state, and local taxes and for any expenses, costs or fees associated with acceptance and/or use of the prizes not specified herein as being included.

12. WINNER NOTIFICATION: The potential winning entrants and their towns will be notified by phone, email, postal mail and/or express mail, and will be required to complete prize acceptance paperwork. If notification documents are returned as non-deliverable, if a winning entrant and/or his/her town is found to be ineligible or not in compliance with these Official Rules, does not respond within the time period specified or cannot accept the terms and conditions of being a winner, the next highest scored entrant will be notified and the same process will be followed. Any failure to timely complete and return the properly signed affidavit and releases or other prize documentation, return of any prize/prize notification as undeliverable, failure to comply with any requirement of these Official Rules, or inability of Sponsor to contact a potential winner, may result in the prize being forfeited and awarded to the entrant whose Entry received the next highest score, pending verification of eligibility.

13. GENERAL CONDITIONS: In the event that any entrant is age 18 or older (as is required for entry) but has not yet reached the age of majority in his/her state of residence, such entrant's parent agrees to all conditions of these Official Rules on behalf of such entrant, and further agrees to co-sign any required documents if such entrant is chosen as a potential winner. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: [a] suspend or modify the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; [b] award prizes according to the Judging Criteria from among the eligible Entries received up to the time of the impairment; or [c] to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Any questionable activity that increases votes for a submission will result in disqualification or similar action. Sponsor reserves the right, in its sole discretion, to disqualify any participant who is suspected of tampering with the submission, voting or selection process. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of any discrepancy between these Official Rules, abbreviated versions or Contest-related advertising or disclosures, these Official Rules shall prevail.

14. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, entrants agree to release and hold harmless the Sponsor, its parent, subsidiary and related companies, other companies associated with the promotion and operation of the Contest, Facebook, Inc., and the respective officers, directors, employees, and agents of each (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use/misuse of any prize, including, but not limited to: [a] unauthorized human intervention in the Contest; [b] technical errors related to computers, servers, providers, or telephone or network lines; [c] printing errors or any errors made in the advertisement of the Contest; [d] lost, late, illegible, incomplete, misdirected, damaged, destroyed or mutilated Entries, or for errors, omissions, interruptions, deletions, defects, delays in operations or transmissions, theft, destruction, unauthorized access to or alterations of Entry materials or failures in transmission of Entries; [e] errors in the administration of the Contest or the processing of Entries; [f] injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize; or [g] lost, late, postage-due, misdirected, or undeliverable mail. Entrant shall not receive any compensation or credit for use of an Entry other than that disclosed in these Official Rules. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Without limiting the foregoing, the Contest, all prizes, and all materials provided on or through any Contest website are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

15. INDEMNITY: By submitting an Entry, you agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your Entry, or your conduct in creating an Entry or otherwise in connection with this Contest, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.

16. PUBLICITY: By submitting an Entry, you grant to Sponsor and its affiliated companies (including USA Weekend, Gannett Company, Inc.) the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, Entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or Entry.

17. PRIVACY: Note that by entering this Contest, you are agreeing to receive special updates regarding Discovery and Destination America programming, events and promotions, as well as updates from USA Weekend via email until you choose to unsubscribe. Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://discovery.com/utilities/about/privacypolicy.html>, provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By entering this Contest, you agree that Sponsor may share your personal information with the Contest Entities for the purpose of winner verification and prize fulfillment in the event that you are chosen as a potential winner.

18. DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

19. RULES/WINNER LIST: For a copy of these Official Rules or for a list of winners (please specify), mail a self-addressed, stamped envelope to be received by July 31, 2014, to: "Red, White and You" Contest Rules or Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750

Sponsor: Discovery Communications, LLC, One Discovery Place, Silver Spring, MD 20910.
Promotion Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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

Chief Leonard Campanello
(978)281-9775

June 16, 2014

TO: Mayor Kirk

FROM: Chief Leonard Campanello

Re: Seeking Approval to Apply for FY15 PSAP 911 Grant

Mayor Kirk,

Please find enclosed the grant application for the FY15 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 costs. This is a reimbursement grant in the amount of 62,000.00. We are seeking approval to apply for this grant.

I would ask that you forward this to City Council for review.

Respectfully,


Leonard Campanello
Chief of Police



**City of Gloucester
Grant Application and Check List**

Granting Authority: State X Federal _____ Other _____

Name of Grant: FY15 Support and 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] 7/1/14
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



**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.

Commonwealth of Massachusetts

**Executive Office of Public Safety and Security
State 911 Department**



**Public Safety Answering Point and Regional Emergency Communication Center
Support and Incentive Grants
Guidelines and Application Package
Fiscal Year 2015**

**Deval L. Patrick
Governor**

**Andrea J. Cabral
Secretary, Executive Office of Public Safety and Security**

**Frank Pozniak
Executive Director, State 911 Department**

**1380 Bay Street, Building C
Taunton, MA 02780-1088
Phone (508) 828-2911
Fax (508) 828-2585
www.mass.gov/e911**

All applications shall be mailed or hand delivered. No applications will be accepted via fax or email. All applications shall be received by 5:00 P.M. on Wednesday, April 1, 2015.

**WHAT'S NEW for the Fiscal Year 2015 State 911 Department
PSAP and RECC Support and Incentive Grants**

- 25% of surcharge revenues allocated to grant for Fiscal Year 2015 (p. 5).
- Change in Call Volume Year (2013 Call Volume). Grantees that would be adversely impacted by use of 2013 call volume will receive the allocation equivalent to their Fiscal Year 2014 award (p. 5).
- Certified enhanced 911 telecommunicators or new personnel working toward obtaining such certification for whom reimbursement requests are submitted shall be identified on Appendix B- Personnel Costs (p.37).
- All radio systems shall comply with Statewide Inter-Operability Emergency Committee ("SIEC") special conditions, as may be amended from time to time. The State 911 Department will submit requests for funding of radio systems to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions (pp. 8, 9).
- Extension requests shall be submitted by March 30, 2015 (p. 10).
- Regional PSAPs and RECCs shall submit, with their grant application, a copy of the detailed Departmental budget supporting the Regional PSAP or RECC. This budget shall contain all operational costs for the Regional PSAP or RECC, including all salary costs (p. 10).
- Application deadline of April 1, 2015 (p. 10).
- Year end budget modifications shall be submitted by April 30, 2015 (p. 13).
- Timeframe for review of reimbursement requests changed from twenty (20) to thirty (30) days (p. 15).
- All requests for reimbursement shall be submitted by December 31, 2015 (p. 13).
- Grant applications forms updated with reminders (pp. 17-30).

I. Introduction

Governor Deval L. Patrick, Secretary, Executive Office of Public Safety and Security Andrea J. Cabral, and Executive Director of the State 911 Department Frank Pozniak are pleased to announce the availability of funding for the State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant Programs.

The State 911 Department is a department within the Executive Office of Public Safety and Security and is responsible for administering these grant programs. The Department invites eligible entities to submit applications for grant funds under the State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant programs. All information needed to apply, including program guidelines, is contained in this application package.

The following guidelines have been developed for the State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants and are applicable for Fiscal Year 2015.

The guidelines and funding levels will be reviewed annually by the State 911 Department and are subject to change, with State 911 Commission approval, with each funding cycle.

The Fiscal Year 2015 Grant will begin on July 1, 2014 and run through June 30, 2015. The “Effective Date” of the individual awards shall be determined in accordance with Section 1 of the Commonwealth Terms and Conditions, which provides as follows: “The effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulations, whichever is later.” **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract and all goods and services SHALL be received on or before June 30, 2015.** Further, the State 911 Department is unable to guarantee funding for reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred.

II. Definitions

Throughout this document and related application, the following words shall, unless the context clearly requires otherwise, have the following meanings:

Commission: the State 911 Commission.

Commonwealth: the Commonwealth of Massachusetts.

Computer Aided Dispatch or CAD: a computer-based system intended to increase the efficiency and accuracy of public safety call handling and dispatching.

Coordination: assignment or request for assignment of police, fire, emergency medical resources or any combination thereof, from multiple jurisdictions to a specific incident or incidents.

Customer Premises Equipment or CPE: enhanced 911 call processing equipment located at a PSAP.

Department: the State 911 Department.

Dispatch: upon receipt of a telephone, radio, alarm signal or other request for emergency services, provide a decision as to the proper action to be taken and directly select, identify and assign a specific police, fire, emergency medical resource or resources, or any combination thereof to respond to such request for service.

Enhanced 911 Fund: the fund established under M.G.L. c. 10, section 35JJ.

Enhanced 911 Service: a service consisting of communication network, database and equipment features provided for subscribers or end users of communication services enabling such subscribers or end users to reach a PSAP by dialing the digits 911, or by other means approved by the department, that directs calls to the appropriate PSAPs based on selective routing and provides the capability for automatic number identification and automatic location identification.

Enhanced 911 Telecommunicator: individual who acts in the capacity of an enhanced 911 call taker.

Electrostatic Discharge or ESD: sudden and momentary electric current that flows between two objects that are at different electrical potentials.

Executive Director: the executive director of the State 911 Department.

Governmental Body: a state board, committee, special committee, subcommittee or commission, however created or constituted within the executive or legislative branch of the commonwealth or the governing board or body of any authority established by the general court to serve a public purpose in the commonwealth or any part thereof; a board, commission, committee or subcommittee of any district, city, region or town, however elected, appointed or otherwise constituted, and the governing board of a local housing, redevelopment or similar authority, provided that such entity currently operates a PSAP or RECC or seeks approval from the Department to operate a PSAP or RECC.

Grantee: an eligible applicant that has contracted with the State 911 Department to receive funds under the State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant Programs. Only governmental bodies and municipalities are eligible to be grantees.

Jurisdiction: A municipality, the Massachusetts Development Finance Agency, or any other agency or entity established by legislation to carry out similar municipal purposes and powers as the Massachusetts Development Finance Agency.

Limited Secondary PSAP: a PSAP equipped, at a minimum, with automatic number identification and automatic location identification display or printout capability. It receives 911 calls only if transferred from the primary PSAP. Data sent to a limited secondary PSAP cannot be re-routed to another location and may not necessarily be transmitted simultaneously with the voice call.

Municipality: Any city or town within the Commonwealth.

Primary PSAP: a PSAP equipped with automatic number identification and automatic location identification displays, and is the first point of reception of a 911 call. It serves the municipality in which it is located.

Private Safety Department: an entity, except for a municipality or public safety department that provides emergency police, fire, ambulance or medical services.

Program: the State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants Program.

Public Safety Answering Point or PSAP: a facility assigned the responsibility of receiving 911 calls, and as appropriate, directly dispatching emergency response services or transferring or relaying emergency 911 calls to other public or private safety agencies or other PSAPs.

Public Safety Department: a functional division of a municipality or a state that provides firefighting, law enforcement, ambulance, medical or other emergency services.

Radio Console: the control panel or interface comprised of hardware, including common control hardware, and software components used to monitor, control, and integrate multiple public safety radios or radio systems by a dispatcher in a PSAP using a common microphone, speaker and user interface. This does not include any radio system components.

Radio Systems: base station, portable and mobile radios and related components, including but not limited to, antennas, antenna towers, amplifiers, receivers, and repeaters.

Regional Dispatch: providing dispatch services for two or more public safety departments that serve two or more jurisdictions.

Regional Emergency Communication Center or RECC: a facility operated by or on behalf of 2 or more municipalities or governmental bodies, or combination thereof, as approved by the Department, that enter into an agreement for the establishment and provision of regional dispatch and coordination of emergency services for all such municipalities or governmental bodies including, but not limited to, a regional PSAP that provides enhanced 911 service and police, fire protection, and emergency medical services dispatch, including services provided by a private safety department. The regional PSAP portion of the center shall be equipped with automatic number identification and automatic location identification displays, as approved by the department, and is the first point of reception of a 911 call.

Regional PSAP: a PSAP operated by or on behalf of 2 or more municipalities or governmental bodies, or combination thereof, approved by the Department, for the operation of enhanced 911 call taking and call transfer activities. A regional PSAP may also be engaged in, by agreement, the dispatching or control of public safety resources serving some or all of the municipalities or governmental bodies that comprise the regional PSAP, including where services are provided by a private safety department. If the regional PSAP serves all such municipalities or governmental bodies for the operation of enhanced 911 call taking and call transfer activities and dispatch services including where some dispatch services are provided by a private safety department, it shall be considered a regional emergency communication center. The regional PSAP shall be equipped with automatic number identification and automatic location identification displays, as approved by the department, and is the first point of reception of a 911 call.

Regional Secondary PSAP: a facility operated by or on behalf of 3 or more municipalities or governmental bodies, or a combination thereof, approved by the Department, that enter into an agreement for the establishment and provision of regional dispatch and coordination of either police, fire protection or emergency medical services, or any combination thereof. A regional secondary PSAP is equipped with automatic number identification and automatic location identification displays. It receives 911 calls only when transferred from a primary or regional PSAP or on an alternative routing basis when calls cannot be completed to the primary or regional PSAP.

Ringling PSAP: a PSAP equipped for receipt of voice communications only, and may not operate 24 hours each day. It receives 911 calls that are transferred from the primary PSAP.

Salary: compensation paid to full-time and part-time employees to include straight time, overtime, contract differentials, sick, vacation, and personal leave; associated fringe benefits and/or indirect costs as applied by a municipality or the Commonwealth. Salary does not include contractual reimbursements prior to the contract effective date, lump sum payments (e.g., lump sum educational incentive payments, longevity payments, etc.), buy-outs and/or extended sick, extended vacation, or extended personal leave.

Secondary PSAP: a PSAP equipped with ANI and ALI displays. It receives 911 calls only when they are transferred from the primary PSAP or on an alternative routing basis when calls cannot be completed to the primary PSAP.

Wireless State Police PSAP: a state police facility assigned the responsibility of primarily or entirely receiving wireless 911 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 911 calls to other public or private safety departments or other PSAPs.

Wireline Enhanced 911 Service: service provided by a wireline carrier that connects a subscriber dialing or entering the digits 911 to a PSAP.

III. Eligibility

A. Support Grant

Primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs are eligible to participate in the Program and are eligible to receive support grant funding.

For Fiscal Year 2015, twenty-five percent (25%) of the total surcharge revenues of the previous fiscal year shall be allocated to the support grant awards. Support grant awards shall be disbursed according to a formula that weighs both 911 call volume and population served.¹

A complete listing of eligible award amounts by PSAP can be found in Appendix A- Eligible Award Amounts by PSAP.

B. Incentive Grant

In addition to amounts allocated as part of the above support grant, existing regional PSAPs and RECCs are eligible to receive additional incentive grant funding through the Program based on the following allocation formula:

- i) for regional PSAPs serving 2 municipalities, ½ of 1 percent of the total surcharge revenues of the previous fiscal year;
- ii) for regional PSAPs serving 3 to 9 municipalities, 1 percent of the total surcharge revenues of the previous fiscal year;
- iii) for regional PSAPs serving 10 or more municipalities, 1½ percent of the total surcharge revenues of the previous fiscal year; and

¹ 2013 Call Volume and 2010 U.S. Census will be utilized for Fiscal Year 2015. For Fiscal Year 2015, awards will be adjusted so that awardees negatively impacted by the use of 2013 Call Volume will receive the allocation equivalent to their Fiscal Year 2014 award.

iv) for regional emergency communication centers, up to 4 per cent of the total surcharge revenues of the previous fiscal year.

Funds shall be disbursed according to a formula that weighs both 911 call volume and population served.¹ A listing of the allocations available under the incentive grant by category i to iv above can be found in Appendix A- Eligible Award Amounts by PSAP.

Existing regional PSAPs and RECCs that expand through the addition of one more PSAPs shall be eligible to apply for funds to be allocated based on the population formula set forth in the chart below. Such additional grant funding shall be, for each PSAP that is added to the applicant or after January 1, 2013, the greater of: the amount that would otherwise have been allocated to the applicant for the fiscal year, pro-rated to allow for funding for the remainder of the grant cycle, for the addition of the PSAP(s), or the dollar amount set forth in the chart below.

Increase in Population Served ² (per PSAP added)	Funding Amount/ RECCs	Funding Amount/ Regional PSAPs
0-25,000	\$25,000	\$12,500
25,001-50,000	\$50,000	\$25,000
50,001-100,000	\$75,000	\$37,500
100,001 or greater	\$100,000	\$50,000

The percentages in clauses i to iv, inclusive, and the percentages of the total amounts allocated to each grantee eligible within such clauses i through iv may be adjusted by the State 911 Commission to ensure a proper allocation of incentive funds as more regional PSAPs and RECCs are added.

The amount allocated to a grantee or grantees under the Support and/or Incentive Grants may be adjusted or capped. In addition, should the status and/or dynamic of a primary PSAP, regional PSAP, RECC or regional secondary PSAP change during this funding cycle, the State 911 Department may take the following actions:

- Should a primary PSAP, regional PSAP, RECC, or regional secondary PSAP cease to exist, said PSAP will no longer be eligible for funding under the Support and/or Incentive Grants. The contract shall be terminated immediately;
- Should a primary PSAP, regional PSAP, RECC, or regional secondary PSAP increase its capacity through consolidation with another PSAP(s), the State 911 Department will re-calculate the eligible award amount taking into account the increased population and call volume and, if applicable, the chart above. This new allocation would then be off-set by the funding already received and the difference would be pro-rated to allow for funding for the balance of the grant cycle.
- The State 911 Department may limit allowable expenses and/or approved categories of expenses for a PSAP that is regionalizing.

IV. Purpose

Funding for the State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants comes from a portion of revenues received pursuant to M.G.L. Chapter 6A, Section 18H. The purpose of the State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants is to

² 2010 U.S. Census will be utilized.

assist PSAPs and RECCs in providing enhanced 911 service and to encourage the development of regional PSAPs, regional secondary PSAPs, and RECCs.

V. Use of Funding

Grantees may only use grant funds for the purposes listed below. Use of all grant funding shall be: (a) related to the provision of enhanced 911 service; and (b) approved by the State 911 Department. Funds shall not be used for any equipment, personnel or services that are not directly related to the provision of enhanced 911 service. The State 911 Department reserves the right to reject the funding of items that are equivalent to items that have been purchased with State 911 Department grant funds and are still within their industry standard accepted shelf lives. Additionally, the State 911 Department reserves the right, consistent with these guidelines, to provide or deny funding for types or classes of items that have been permitted or denied in prior grant cycles.

The State 911 Department will allow funding for the purchase or lease of equipment and for debt service on equipment, including without limitation, principal and interest payments on loans, notes, and bonds. The State 911 Department will allow grantees to assign lease, debt service, and/or or incremental purchase costs to this grant. However, any and all funding requested under this grant program shall be for goods and/or services received. Funding will not be disbursed for obligations made without receipt of goods/services. The State 911 Department makes no guarantee of funding from year to year and does not assume any obligation, as guarantor or otherwise, under any purchase, lease, or debt instrument.

1. Allowable Expenses

Unless otherwise noted, primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs shall be eligible to receive reimbursement of allowable expenses related to the categories below. Primary PSAPs, regional PSAPs, and RECCs who transfer 911 calls to a secondary PSAP may be reimbursed for the allowable expenses of such secondary PSAP. Funding shall not be available for expenses of a ringing PSAP or a limited secondary PSAP, except where such limited secondary PSAP is the certified emergency medical dispatch resource for the PSAP.

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 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 2015 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. 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.

Certified enhanced 911 telecommunicators for whom reimbursement requests are submitted shall be identified on Appendix B- Personnel Costs. A PSAP may add a certified enhanced 911 telecommunicator or personnel working toward such certification following the award of the grant by submitting a request to 911DeptGrants@state.ma.us. Said request shall contain the information noted on Appendix B- Personnel Costs and shall provide documentation of the required certifications received from attendance at courses hosted by an entity other than the State 911 Department. The State 911 Department will review the request and advise, in writing, whether or not the request has been approved.

- 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.
- 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.
- 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 consoles shall comply with EOPSS Statewide Interoperability Emergency Committee (“SIEC”) special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at:
<http://www.mass.gov/eopss/docs/ogr/homesec/sdsiecspecialconditionsradiofrequenciesdec09.pdf>
- Questions relating to the SIEC special conditions 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.
- 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.

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.

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.

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. All radio systems shall comply with EOPSS Statewide Interoperability Emergency Committee (“SIEC special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at: <http://www.mass.gov/eopss/docs/ogr/homesec/sdsiecspecialconditionsradiofrequenciesdec09.pdf> 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. Only Regional PSAPs and RECCs are eligible for funding in this category.

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.

All goods and services SHALL be received on or before June 30, 2015 to be eligible for reimbursement under the Fiscal Year 2015 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

The State 911 Department may grant an extension, not to exceed sixty (60) days from the end of the contract period, for the receipt of goods and services after June 30, 2015 if the grantee demonstrates to the satisfaction of the State 911 Department that the goods and services will not

be received on or before June 30, 2015 solely as the result of the vendor's inability to deliver such goods and services, through no fault of the grantee, on or before June 30, 2015. Any request for an extension shall be made on or before March 30, 2015 and shall be supported by appropriate documentation. Failure to request an extension on or before March 30, 2015 may result in denial of said request and denial of reimbursement for any and all costs associated with goods/services not received on or before June 30, 2015.

All technology or telecommunications related goods or services must be compliant with applicable laws, rules, regulations, and standards. Grantees shall specify that they have referenced www.mass.gov/accessibility, www.access-board.gov, the Massachusetts Architectural Access Board regulations at www.mass.gov/aab, and the Massachusetts Office on Disability standards and best practices at www.mass.gov/mod/ADACoordinators.html to determine what laws, rules, and standards apply and what efforts they have made to ensure specific compliance therewith. Failure to make adequate ascertains of compliance will result in denial of funding for the requested goods or services.

VI. Application Process

All applicants shall submit to the State 911 Department one (1) original and three (3) copies of the completed application, including budget worksheet and detail narrative, supporting documentation, a fully executed Commonwealth of Massachusetts Contract Authorized Signatory Listing, including notary page(s) and completion of the highlighted areas of the Commonwealth's Standard Contract Form signed by an authorized signatory for the grant.

In addition, Regional PSAPs and RECCs shall submit, with their grant application, a copy of the detailed Departmental budget supporting the Regional PSAP or RECC. This budget shall contain all operational costs for the Regional PSAP or RECC, including all salary costs.

Budget Worksheet and Detail Narrative:

- Use the worksheet provided to summarize the amounts planned to be spent in each category.
- Use the narrative section to explain, in detail, the basis of the funding in each category. Be as specific as possible and include quotes, brand names and model numbers where applicable and available. For example, if the grantee has \$1000.00 in the "furniture, chairs" column, the grantee shall justify the computation of that budget item in the narrative such as "4 Acme model EZ dispatch chairs at \$250.00 per chair."

All applications must be signed and submitted by an authorized signatory of the applicant.

All applications shall be mailed or hand-delivered to the address below. No applications will be accepted via fax or email.

State 911 Department
1380 Bay Street, Building C
Taunton, MA 02780-1088

**ALL GRANT APPLICATIONS MUST BE RECEIVED BY THE STATE 911 DEPARTMENT
NO LATER THAN 5:00 P.M. ON WEDNESDAY, APRIL 1, 2015.**

The State 911 Department reserves the right, in its sole discretion, to extend the application deadline.

VII. Grant Review and Selection Process

The State 911 Department staff will review all applications and make selection recommendations to the Executive Director or his designee. The State 911 Department staff will use its best efforts to review grant applications and to take the following action within fifteen (15) business days of receipt of the grant application: 1) request additional information from the applicant in the event that the grant application is not complete; 2) recommend approval of the grant; or 3) recommend denial of the grant, in part or in its entirety. If the State 911 Department staff determines, based upon its review of the grant application, that the grant application is not complete, the State 911 Department will notify the applicant by telephone and/or e-mail of the need to provide additional information and will notify the applicant that such additional information shall be provided to the State 911 Department staff in order to complete the application. If the applicant fails to provide the requested information necessary to complete the application, the State 911 Department may consider the application closed and return the application to the applicant. If the application is closed and returned to the applicant, the applicant may resubmit the application, in which case the application will be considered a new application, and the review period will begin again.

Any denial of a grant application, in whole or in part, may be appealed to the Executive Director, or his designee, with supporting documentation. The Executive Director will use his best efforts to respond to the appeal within five (5) business days. All decisions of the Executive Director for selecting applicants for the State 911 Department Support and Incentive Grant are final.

The State 911 Department reserves the right, in its sole discretion, to extend any of the above processing timelines.

Adherence to the conditions detailed within the grant application package and other factors will be considered. These factors include:

- A reasonable, properly completed budget and application; and
- Applicant’s adherence to grant guidelines and reporting requirements.

VIII. Grant Funding Process

Upon completion of the grant review process, the State 911 Department will enter into contracts with approved applicants. As of the effective date of the contract, the grantee can incur costs and seek reimbursement from the State 911 Department, provided that all award conditions have been satisfied.

In addition:

- The State 911 Department will not reimburse for costs incurred prior to the effective date of the contract.
- All funding is subject to the availability of funds.
- Grantees shall maintain and retain accounting and other records of Program-related information as required by applicable state and local laws and regulations and are subject to examination, audit, and inspection by the State 911 Department and/or any other local, state, or federal agency that has appropriate jurisdictional authority.
- The State 911 Department reserves the right to withhold future grant funding and/or disqualify grantee from participating in future grant awards if any grant funds received by grantee are not properly accounted for, and/or if grantee fails to meet reporting requirements, including without

limitation, reporting and/or certification requirements set forth in regulations and/or standards established by the State 911 Department.

- All goods and services shall be received on or before June 30, 2015, except as otherwise expressly noted herein.
- Any funding received for which goods and or services are not received on or before June 30, 2015 shall be promptly returned to the State 911 Department, unless otherwise approved by the State 911 Department.
- Funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.
- Due to the limited availability of resources, the State 911 Department will not be able to honor any CPE move or change requests that are not received a minimum of two (2) months prior to the end of the grant cycle (i.e., notice shall be provided by the grantee to the State 911 Department on or before April 30, 2015). Additionally, grantees shall provide the Department with advance written notice of all proposed CPE moves or changes, as follows: a) a minimum of six (6) months in advance for CPE moves to a different building; b) a minimum of three (3) months in advance for inside CPE moves that involve a relocation of backroom equipment; c) a minimum of one (1) month in advance for all other types of CPE moves; d) or as otherwise may be directed by the Department in its sole discretion.
- Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

Budget Modifications

After contract execution, the grantee is permitted to reallocate not more than 10% of the total award amount between **approved** categories of use set forth in Section V. "Use of Funding" above for approved items without requesting prior approval from the State 911 Department. For example, if a PSAP is awarded a \$10,000 contract to fund \$5,000 in personnel costs (category A) and \$5,000 for dispatcher chairs (category E) and determines that reimbursement of additional personnel costs is warranted, it may reallocate \$1,000 (10% of the award) from category E to category A without receiving approval from the State 911 Department. The PSAP's new budget becomes \$6,000 for category A and \$4,000 for category E.

A grantee shall be permitted to reallocate funding through a budget modification when:

- 1) reallocation is between previously approved budget categories and approved items but exceeds 10% of the total contract award;
- 2) reallocation is for an item not previously approved that falls within a previously approved budget category; or
- 3) reallocation falls within a budget category not previously requested in the initial grant application.

Such budget modifications shall be subject to the prior written approval of the State 911 Department, and such approval shall be sought and obtained **PRIOR** to implementation of such reallocation or new budget items/expenses.

Budget modification forms can be found at www.mass.gov/e911. This form should be completed, signed by an authorized signatory and forwarded along with a brief narrative explaining the requested changes. Budget modifications along with requested narrative and quotes (if applicable) SHALL be mailed to:

State 911 Department
1380 Bay Street, Building C
Taunton, MA 02780-1088

Although the State 911 Department will endeavor to provide authorization or denial of authorization to the PSAP within ten (10) business days of the request, failure of the State 911 Department to respond within such ten (10) business days does not confer authorization. No authorization for reimbursement will be made without the prior express written approval of the State 911 Department.

Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2015.

The State 911 Department reserves the right, in its sole discretion, to extend any of the above processing timelines.

Reimbursement Process

A. Reimbursement for Expenses Incurred

After contract execution, the grantee can incur costs and seek reimbursement from the Department. Approval of reimbursement at the time of contract execution is conditional on the reasonableness of the request and adequacy of documentation at the time funds are to be disbursed.

Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred. Failure to submit requests within the noted timeframe may result in a delay of the funding process as detailed above. Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement shall be submitted by December 31, 2015. PSAPs should be advised the Department is unable to guarantee funding for reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred.

For personnel costs, proof of payment shall include the individual name, pay period, pay date, rate of pay, number of hours paid and the total amount paid. As an example, the supporting documentation may be a copy of the payroll register/report from the city or town or copies of pay advices for the employee. Please note the payroll register/report does not need to segregate the “grant” costs, it simply needs to show payment to the individual for at least the amount of the requested reimbursement.

For vendor payments, proof of payment shall include the check/electronic funds transfer (“eft”) number, the date of payment, the vendor name, and the amount of payment. As an example, the supporting documentation may be a copy of the check, cancelled check, check warrant report or a general ledger report. If the amount of the check is greater than the amount being requested, a breakdown of the payment should be provided to properly support the costs being requested.

All State 911 Department Program reimbursement forms will be made available at www.mass.gov/e911. Reimbursement forms must be signed by an authorized signatory and submitted to the Department by mail. Electronic signatures or fax copies of these forms will not be accepted. Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of a grant award. Please be sure to notify your Municipal Treasurer's/Finance Office as all payments will be issued to that office.

B. Release of Funding to Grantees for Anticipated Expenditures

The Department recognizes that grantees may have budget limitations that do not permit them to make significant purchases or commit to personnel-related funding without adequate funds already in place. Therefore, the Department may disburse grant funds for anticipated expenditures as detailed below.

- **Equipment/Services:** Upon request of the grantee, anticipated expenditures may qualify for a disbursement of grant funds when the good/service is: (1) an approved budget item; (2) complies with all applicable purchasing policy, procedures, and regulations; (3) goods/services have been received/rendered; and (4) a valid invoice from the vendor documenting receipt of the goods/services is produced. Documentation, including but not limited to, bid documents (where applicable), product information, shipping documents and additional pertinent and available information will be required prior to release of funds. Additional documentation, including but not limited to, proof of payment and other pertinent and available documentation shall be submitted to the State 911 Department within fifteen (15) days of issuance of payment by the grantee to the vendor. The State 911 Department reserves the right to withhold and/or reduce future disbursements to a grantee who fails to comply with reporting requirements.
- **Personnel:** Funds may be disbursed, upon request of the grantee, to support anticipated new enhanced 911 telecommunicator personnel salary costs. Please see above Section V "Use of Funding" subsection A "Enhanced 911 telecommunicator personnel costs" for a detailed explanation of how grant funds may be used to support personnel costs. An initial disbursement equivalent to two months of salary costs may be made to the grantee. Personnel costs must be reconciled with the State 911 Department on a monthly basis. All subsequent disbursements will be made monthly in the amount of costs reconciled by the grantee. Pertinent and available documentation, including but not limited to, job postings, offer of employment, and scheduled start date, will be required prior to disbursement of any funds. Additional documentation, including but not limited to, detailed specific payroll records and other pertinent and available documentation shall be submitted monthly to the Department that provides proof that the disbursed funds were used to support the personnel costs as requested.
- **State Agencies:** In compliance with Massachusetts finance law, funds may be disbursed upon execution of an intergovernmental service agreement ("ISA") for state agencies hosting a PSAP. State agencies shall be required to submit the same level of documentation as detailed in Section VIII "Grant Funding Process" subsection A "Reimbursement for Expenses Incurred." Failure to submit documentation in compliance with these grant guidelines may result in suspension or cancellation of the ISA and/or delays in future funding. Expenses identified by the State 911 Department as ineligible under this grant shall be removed from the child account within ten (10) business days of receipt of notification of ineligible expenses.

FY 2015

The State 911 Department staff will review all reimbursement requests and make selection recommendations to the Executive Director or his designee. The State 911 Department will e-mail the grantee an acknowledgment of receipt of the grant reimbursement request (if the e-mail address has been provided by the grantee on the grant reimbursement form). The State 911 Department staff will make its best efforts to review reimbursement requests and take the following action within thirty (30) days of receipt of the reimbursement request: 1) request additional information in the event that the reimbursement request is not complete; 2) recommend approval, in full or part, of the request; or 3) recommend denial of the reimbursement request. If the State 911 Department staff determines, based upon its review of the reimbursement request, that the reimbursement request is complete, the State 911 Department will within thirty (30) business days of receipt of the request notify the grantee (or the specific person that prepared the reimbursement request) by telephone and/or e-mail of the need to provide additional information and will notify the grantee that such additional information shall be provided to the State 911 Department staff within ten (10) business days in order to complete the reimbursement request. If the grantee fails to provide the requested information necessary to complete the reimbursement request within ten (10) business days of the request by the State 911 Department, the State 911 Department will take the following action: 1) process the reimbursement request to the extent practicable; or 2) consider the reimbursement request closed and return the reimbursement request to the grantee. If the reimbursement request is closed and returned to the grantee, the grantee may resubmit the reimbursement request, in which case the reimbursement request will be considered a new reimbursement request, and the review period will begin again.

The State 911 will provide a letter of explanation with all reimbursement requests that are returned to a grantee. The State 911 Department will also notify, via e-mail, the authorized signatory(ies) for a grantee of all payments processed. In the event that a payment is processed for an amount less than that requested, the reason(s) for such reduction will be noted in the aforementioned e-mail notification.

Any denial of a reimbursement request, in whole or in part, may be appealed to the Executive Director, or his designee, with supporting documentation. The Executive Director will use his best efforts to respond to the appeal within five (5) business days. All decisions of the Executive Director for reimbursement requests under the State 911 Department Support and Incentive Grant are final.

The State 911 Department reserves the right, in its sole discretion, to extend any of the above processing timelines.

IX. Assistance

For assistance please contact Marilyn Godfrey, the State 911 Grant Specialist at 508-821-7299 or 911DeptGrants@state.ma.us.

For additional assistance, please refer to the following State 911 Department contact list:

Marilyn Godfrey	Questions regarding application process, budget modifications	508-821-7299	911DeptGrants@state.ma.us
Vicki Goetz	Questions regarding supporting documentation for reimbursements	508-821-7211	Vicki.Goetz@state.ma.us
Michelle Hallahan	Questions regarding eligibility and process for reimbursements	508-821-7216	Michelle.Hallahan@state.ma.us
	Adding Enhanced 9-1-1 telecommunicators to a grant after contract award		911DeptGrants@state.ma.us

All applications shall be submitted to:

State 911 Department
 1380 Bay Street, Building C
 Taunton, MA 02780

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).

Quotes

Appendix A – Personnel Costs, if applicable

Regional PSAPs and RECCs only:

Detailed Departmental Budget, including all salary costs.

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 City/Town/Municipality 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 www.gloucester-ma.gov

2. Name of Applicant City of Gloucester Police Department

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

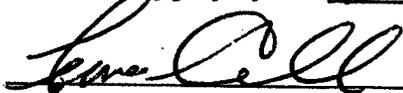
4. Total Grant Program funds requested. \$61,795

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 12th day of June, 20 14



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY
(in blue ink)

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$30,989.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$26,390.00
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$4,416.00
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
TOTAL*	\$ 61,795.00

*Total amount must exactly match amount requested on application page

REGIONAL PSAP and RECC ONLY	
CATEGORY	AMOUNT
H. Public Safety Radio Systems	\$
TOTAL*	\$

*Total amount must exactly match amount requested on application page

REGIONAL SECONDARY PSAP ONLY	
CATEGORY	AMOUNT
I. PSAP Customer Premises Equipment Maintenance	\$
TOTAL*	\$

***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 2015 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.

Attach Appendix B – page 39

Total Category A

\$30,989.00 _____

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. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

Vendor:

Attach Quote and mark with letter B

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 (8/1/14-12/31/14) 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.”

Are the requested items linked to CAD? Please see attached proposed contract
Where will the requested items be located?
What will be displayed on monitors, if requested?

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

Attach Quote and mark with letter C

Total Category C

\$26,390.00

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 SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesec/sdsiecspcialconditionsradiofrequenciesdec09.pdf>

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions 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 Consoles

Description:

Vendor:

Attach Quote and mark with letter D

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.

REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer’s warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

E. Console Furniture and Dispatcher Chairs

Description: Concept Seating model 3142 executive intensive use dispatch chair.

Have you previously applied for funding for dispatcher chairs? Yes

If so, what year? FY13

Are they under warranty? 6 years

Vendor: Concept Seating
1433 North Water Street
Milwaukee, WI 53202

Attach Quote and mark with letter E

Total Category E

\$4,416.00

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 Associated with Providing Enhanced 911 Service

Description:

Vendor:

Attach Quote and mark with letter F

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 and Related Maintenance Associated with Providing Enhanced 911 Service

Description:

Please include **use and location** of the requested item(s).

Vendor:

Attach Quote and mark with letter G

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 SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at: <http://www.mass.gov/eopss/docs/ogr/homesecc/sdsiecspecialconditionsradiofrequenciesdec09.pdf>.

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions 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 and mark with letter H

Total Category H

\$ _____

All goods and/or services shall be received on or before June 30, 2015 to be eligible for reimbursement under the Fiscal Year 2015 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 and mark with letter I

Total Category I

\$ _____

All goods and/or services shall be received on or before June 30, 2015 to be eligible for reimbursement under the Fiscal Year 2015 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM.

FY 2015



CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a): Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 9 Dale Ave.		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: 978-281-8775	Fax: 978-282-3026	E-Mail: 911DeptGrants@state.ma.us	
Contractor Vendor Code:		Phone: 508-821-7299	Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT SUPG	
		RFR/Procurement or Other ID Number: FY2015 SUPG	
X NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) X 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)		Enter Current Contract End Date Prior 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. <input checked="" type="checkbox"/> 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.) X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____.			
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 2015 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 Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ___ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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, 2015</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 "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Leonard Campanello</u> Date: <u>6/12/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Chief Leonard Campanello</u> Print Title: <u>Police Chief</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: 6.12.2014

ACTING
 Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9738

Email: ckirk@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]*

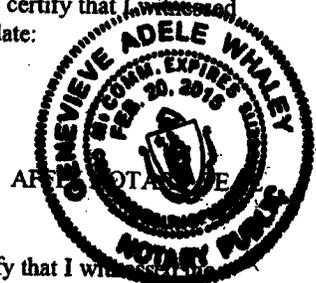
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:
SSEX COUNTY, MASSACHUSETTS

I, *[Handwritten Signature]* (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:

JUNE 12, _____, 20 14

My commission expires on: FEBRUARY 20, 2015



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

³ This form is required for this grant program.

Appendix A - Eligible Award Amounts by PSAP

PSAP	ENTIRE	TOTAL ALLOCATION	SUPPORT			
ABINGTON		\$37,651	\$37,651			
ACTON		\$53,545	\$53,545			
ACUSHNET		\$27,979	\$27,979			
ADAMS		\$25,540	\$25,540			
AGAWAM		\$70,999	\$70,999			
AMESBURY		\$34,041	\$34,041			
AMHERST		\$84,023	\$84,023			
ANDOVER		\$79,164	\$79,164			
ARLINGTON		\$91,653	\$91,653			
ASHBURNHAM		\$18,390	\$18,390			
ASHBY		\$12,823	\$12,823			
ASHLAND		\$31,876	\$31,876			
ATHOL		\$24,516	\$24,516			
ATTLEBORO		\$93,651	\$93,651			
AUBURN		\$46,693	\$46,693			
AVON		\$18,957	\$18,957			
AYER		\$23,623	\$23,623			
BARNSTABLE (Town of)		\$177,282	\$177,282			
BARNSTABLE COUNTY		\$941,409	\$238,909	\$702,500		
BEDFORD		\$35,475	\$35,475			
BELCHERTOWN		\$31,036	\$31,036			
BELLINGHAM		\$39,448	\$39,448			
BELMONT		\$55,540	\$55,540			
BERKLEY		\$18,888	\$18,888			
BERKSHIRE COUNTY		\$751,456	\$78,800			\$ 672,656
BERLIN		\$12,650	\$12,650			
BEVERLY		\$93,117	\$93,117			
BILLERICA		\$82,238	\$82,238			
BLACKSTONE		\$23,675	\$23,675			
BOLTON		\$16,364	\$16,364			
BOSTON		\$3,253,317	\$3,253,317			
BOURNE		\$50,220	\$50,220			
BOXBOROUGH		\$16,485	\$16,485			
BOXFORD		\$23,745	\$23,745			
BOYLSTON		\$15,110	\$15,110			
BRAINTREE		\$88,219	\$88,219			
BRIDGEWATER		\$53,914	\$53,914			
BROCKTON		\$315,586	\$315,586			
BROOKLINE		\$135,634	\$135,634			
BURLINGTON		\$61,021	\$61,021			
CAMBRIDGE		\$301,330	\$301,330			
CANTON		\$49,483	\$49,483			
CARLISLE		\$18,756	\$18,756			
CARVER		\$31,996	\$31,996			
CHARLTON		\$36,305	\$36,305			
CHELMSFORD		\$77,902	\$77,902			

ENTITY	LOCAL	REGIONAL	FEDERAL	TOTAL
CHELSEA	\$126,639	\$126,639		
CHICOPEE	\$158,747	\$158,747		
CLINTON	\$29,661	\$29,661		
CONCORD	\$46,831	\$46,831		
DALTON	\$127,939	\$24,812		\$ 103,127
DANVERS	\$69,914	\$69,914		
DARTMOUTH	\$87,925	\$87,925		
DEDHAM	\$68,006	\$68,006		
DENNIS	\$45,872	\$45,872		
DIGHTON	\$20,677	\$20,677		
DOUGLAS	\$22,184	\$22,184		
DOVER	\$17,744	\$17,744		
DRACUT	\$60,857	\$60,857		
DUDLEY	\$30,004	\$30,004		
DUKES COUNTY	\$261,418	\$44,272		\$ 217,146
DUXBURY	\$98,491	\$37,270		\$ 61,221
EAST BRIDGEWATER	\$30,919	\$30,919		
EAST LONGMEADOW	\$43,586	\$43,586		
EASTHAM	\$20,395	\$20,395		
EASTHAMPTON	\$42,682	\$42,682		
EASTON	\$49,687	\$49,687		
ESSEX COUNTY RECC	\$109,002	\$37,897		\$ 71,105
EVERETT	\$116,715	\$116,715		
FAIRHAVEN	\$45,462	\$45,462		
FALL RIVER	\$287,848	\$287,848		
FITCHBURG	\$115,227	\$115,227		
FOXBOROUGH	\$43,534	\$43,534		
FRAMINGHAM	\$175,774	\$175,774		
FRANKLIN	\$62,376	\$62,376		
FREETOWN	\$27,926	\$27,926		
GARDNER	\$48,939	\$48,939		
GEORGETOWN	\$21,734	\$21,734		
GLOUCESTER	\$61,795	\$61,795		
GRAFTON	\$42,658	\$42,658		
GRANBY	\$19,593	\$19,593		
GREAT BARRINGTON	\$31,633	\$31,633		
GREENFIELD	\$54,607	\$54,607		
GROTON	\$233,701	\$26,176		\$ 207,525
GROVELAND	\$18,580	\$18,580		
HADLEY	\$24,156	\$24,156		
HALIFAX	\$26,232	\$26,232		
HAMILTON	\$15,001	\$15,001		
HAMPDEN	\$16,037	\$16,037		
HANOVER	\$37,160	\$37,160		
HANSON	\$27,918	\$27,918		
HAVERHILL	\$158,949	\$158,949		
HOLBROOK	\$179,280	\$51,989	\$127,291	
HOLDEN	\$40,076	\$40,076		
HOLLISTON	\$25,210	\$25,210		
HOLYOKE	\$150,400	\$150,400		
HOPKINTON	\$28,649	\$28,649		

ENTITY	TOTAL ALLOCATION	SUPPORT			
HUDSON	\$39,960	\$39,960			
IPSWICH	\$34,312	\$34,312			
KINGSTON	\$35,355	\$35,355			
LAKEVILLE	\$28,304	\$28,304			
LAWRENCE	\$243,636	\$243,636			
LEE	\$153,286	\$15,791			\$ 137,475
LEICESTER	\$30,780	\$30,780			
LEOMINSTER	\$100,216	\$100,216			
LEXINGTON	\$77,205	\$77,205			
LINCOLN	\$21,078	\$21,078			
LITTLETON	\$25,495	\$25,495			
LONGMEADOW	\$41,398	\$41,398			
LOWELL	\$292,060	\$292,060			
LUDLOW	\$48,151	\$48,151			
LYNN	\$596,887	\$304,081	\$292,806		
LYNN REGIONAL SECONDARY	\$167,287	\$167,287			
LYNNFIELD	\$30,986	\$30,986			
MALDEN	\$145,332	\$145,332			
MANCHESTER	\$10,874	\$10,874			
MANSFIELD	\$53,611	\$53,611			
MARBLEHEAD	\$48,099	\$48,099			
MARION	\$17,559	\$17,559			
MARLBOROUGH	\$99,805	\$99,805			
MARSHFIELD	\$55,156	\$55,156			
MATTAPOISETT	\$19,192	\$19,192			
MAYNARD	\$19,939	\$19,939			
MEDFIELD	\$29,345	\$29,345			
MEDFORD	\$127,559	\$127,559			
MEDWAY	\$30,194	\$30,194			
MELROSE	\$56,187	\$56,187			
MENDON	\$62,873	\$18,456			\$ 44,417
MERRIMAC	\$18,471	\$18,471			
METHUEN	\$109,611	\$109,611			
MIDDLEBORO	\$53,902	\$53,902			
MILFORD	\$71,012	\$71,012			
MILLBURY	\$37,056	\$37,056			
MILLIS	\$21,889	\$21,889			
MILTON	\$65,400	\$65,400			
MONSON	\$24,160	\$24,160			
MONTAGUE	\$21,792	\$21,792			
NAHANT	\$13,580	\$13,580			
NANTUCKET*	\$75,000	\$75,000			
NASHOBA VALLEY RDD	\$185,000	\$54,727			\$ 130,273
NATICK	\$79,476	\$79,476			
NEEDHAM	\$59,894	\$59,894			
NEW BEDFORD	\$365,038	\$365,038			
NEW BRAINTREE MSP	\$365,851	\$59,591			\$ 306,260
NEWBURY	\$19,408	\$19,408			
NEWBURYPORT	\$37,866	\$37,866			
NEWTON	\$190,930	\$190,930			
NORFOLK	\$26,938	\$26,938			

ENTITY	TOTAL ALLOCATION	SUPPORT			
NORTH ADAMS	\$278,779	\$45,149			
NORTH ANDOVER	\$68,716	\$68,716			\$ 233,626
NORTH ATTLEBOROUGH	\$57,078	\$57,078			
NORTH READING	\$30,203	\$30,203			
NORTHAMPTON	\$94,022	\$94,022			
NORTHBOROUGH	\$36,931	\$36,931			
NORTHBRIDGE	\$33,086	\$33,086			
NORTON	\$43,618	\$43,618			
NORWOOD	\$69,026	\$69,026			
OXFORD	\$39,070	\$39,070			
PALMER	\$37,776	\$37,776			
PAXTON	\$16,395	\$16,395			
PEABODY	\$118,478	\$118,478			
PEMBROKE	\$38,704	\$38,704			
PEPPERELL	\$27,764	\$27,764			
PITTSFIELD	\$149,190	\$149,190			
PLAINVILLE	\$24,595	\$24,595			
PLYMOUTH	\$128,597	\$128,597			
PRINCETON	\$13,716	\$13,716			
PROVINCETOWN	\$17,747	\$17,747			
QUINCY	\$233,743	\$233,743			
RANDOLPH	\$74,913	\$74,913			
RAYNHAM	\$33,301	\$33,301			
READING	\$55,578	\$55,578			
REHOBOTH	\$28,699	\$28,699			
REVERE	\$140,134	\$140,134			
ROCHESTER	\$17,149	\$17,149			
ROCKLAND	\$41,331	\$41,331			
ROCKPORT	\$21,688	\$21,688			
ROWLEY	\$18,172	\$18,172			
RUTLAND	\$223,892	\$37,117			\$ 186,775
SALEM	\$114,507	\$114,507			
SALISBURY	\$20,784	\$20,784			
SANDWICH	\$46,114	\$46,114			
SAUGUS	\$72,955	\$72,955			
SCITUATE	\$36,076	\$36,076			
SEEKONK	\$37,341	\$37,341			
SHARON	\$34,559	\$34,559			
SHELBURNE FALLS MSP	\$691,454	\$104,110		\$587,344	
SHERBORN	\$16,634	\$16,634			
SHIRLEY	\$20,810	\$20,810			
SHREWSBURY	\$75,410	\$75,410			
SOMERSET	\$45,601	\$45,601			
SOMERVILLE	\$186,976	\$186,976			
SOUTH HADLEY	\$44,582	\$44,582			
SOUTH SHORE RECC	\$667,435	\$120,882			\$ 546,603
SOUTHAMPTON	\$18,307	\$18,307			
SOUTHBOROUGH	\$27,660	\$27,660			
SOUTHBRIDGE	\$44,952	\$44,952			
SOUTHWICK	\$28,148	\$28,148			
SPENCER	\$36,280	\$36,280			

ENTITY	TOTAL ALLOCATION	REPORT			
SPRINGFIELD	\$663,262	\$663,262			
STERLING	\$21,904	\$21,904			
STONEHAM	\$52,920	\$52,920			
STOUGHTON	\$62,902	\$62,902			
STOW	\$19,189	\$19,189			
STURBRIDGE	\$29,006	\$29,006			
SUDBURY	\$35,370	\$35,370			
SUTTON	\$23,896	\$23,896			
SWANSEA	\$36,581	\$36,581			
TAUNTON	\$153,728	\$153,728			
TEMPLETON	\$119,503	\$18,408			\$ 101,095
TEWKSBURY	\$71,660	\$71,660			
TOPSFIELD	\$19,360	\$19,360			
TOWNSEND	\$24,533	\$24,533			
TRURO	\$13,016	\$13,016			
TYNGSBOROUGH	\$27,872	\$27,872			
UPTON	\$54,376	\$26,411	\$ 27,965		
UXBRIDGE	\$35,390	\$35,390			
WAKEFIELD	\$58,916	\$58,916			
WALPOLE	\$56,358	\$56,358			
WALTHAM	\$152,176	\$152,176			
WARE	\$25,003	\$25,003			
WAREHAM	\$58,223	\$58,223			
WARREN	\$18,231	\$18,231			
WATERTOWN	\$81,507	\$81,507			
WAYLAND	\$32,913	\$32,913			
WEBSTER	\$46,358	\$46,358			
WELLESLEY	\$61,359	\$61,359			
WEST BOYLSTON	\$23,583	\$23,583			
WEST BRIDGEWATER	\$17,679	\$17,679			
WEST NEWBURY	\$15,498	\$15,498			
WEST SPRINGFIELD	\$92,301	\$92,301			
WESTBOROUGH	\$45,542	\$45,542			
WESTFIELD	\$114,840	\$114,840			
WESTFORD	\$40,872	\$40,872			
WESTMINSTER	\$21,129	\$21,129			
WESTON	\$26,204	\$26,204			
WESTPORT	\$34,249	\$34,249			
WESTWOOD	\$39,100	\$39,100			
WEYMOUTH	\$125,441	\$125,441			
WILBRAHAM	\$39,634	\$39,634			
WILLIAMSTOWN	\$25,892	\$25,892			
WILMINGTON	\$53,531	\$53,531			
WINCHENDON	\$110,000	\$29,538			\$ 80,462
WINCHESTER	\$47,803	\$47,803			
WINTHROP	\$36,002	\$36,002			
WOBURN	\$95,312	\$95,312			
WORCESTER	\$659,180	\$659,180			
WRENTHAM	\$32,923	\$32,923			
YARMOUTH	\$73,354	\$73,354			

Equitable Allocation Adjustment

**Appendix B -Personnel costs
(List Certified Enhanced 911 Telecommunicators)**

Last Name, First Name (Please use Alphabetical Order)	Please indicate Full (F) or Part-time (P)	Hourly Pay Rate	Overtime Pay Rate
Aberle, Josiah	F	\$27.48	\$41.22
Adelfio, Vincent	F	\$27.48	\$49.46
Aiello, Brian	F	\$27.48	\$49.46
Alves, Clifford	F	\$27.48	\$51.52
Balbo, Joseph	F	\$27.48	\$45.34
Bouchie, Shawn	F	\$27.48	\$41.22
Cahill, William	F	\$27.48	\$51.52
Carr, George	F	\$27.48	\$49.46
Cecilio, Marc	F	\$27.48	\$51.52
Cherry, Peter	F	\$27.48	\$41.22
Chipperini, Brendan	F	\$27.48	\$41.22
Ciolino, Jerome	F	\$27.48	\$45.34
Crowley, Brian	F	\$27.48	\$41.22
Duffany, Scott	F	\$27.48	\$41.22
Duwart, Carlton	F	\$27.48	\$41.22
Fialho, Heidi	F	\$27.48	\$49.46
Foote, Mark	F	\$27.48	\$41.22
Frates, Christopher	F	\$27.48	\$51.52
Genovese, Christopher	F	\$27.48	\$45.34
Giacalone, Anthony	F	\$27.48	\$41.22
Hicks, Kevin	F	\$27.48	\$45.34
Johnsen, Robert	F	\$27.48	\$45.34
Knickle, Andrew	F	\$27.48	\$45.34
Lamberis, Stephen	F	\$27.48	\$51.52
Liacos, Christopher	F	\$27.48	\$45.34
Mackey, Kevin	F	\$27.48	\$49.46
Mizzoni, Steven	F	\$27.48	\$45.34
Moseley, Heath	F	\$27.48	\$41.22
Muise, Kevin	F	\$27.48	\$45.34
Officer, James	F	\$27.48	\$51.52
O'Leary, Timothy	F	\$27.48	\$41.22
Palazola, Robert	F	\$27.48	\$49.46
Parady, Joseph	F	\$27.48	\$45.34
Piscitello, Ronald	F	\$27.48	\$45.34
Quinn, Michael	F	\$27.48	\$51.52
Quinn, Thomas	F	\$27.48	\$51.52
Scola, Michael	F	\$27.48	\$49.46
Simois, Troy	F	\$27.48	\$41.22
Stuart, Leon	F	\$27.48	\$41.22
Sutera, Peter	F	\$27.48	\$49.46
Trefry, Jonathan	F	\$27.48	\$49.46

Please use additional pages if needed.

Concept Seating
A Division of Leacke Joys Company

E

Quote Number: **mcw05052014** Date: **May 5, 2014**

Company: **Gloucester Police Department** Contact: **Ms. Stacie Couture**

Address 1: **197 Main Street**

Address 2: _____

City: **Gloucester** State: **MA** Zip Code: **01930**

Phone: **978-281-9775 x 2** Fax: **978-282-3026**

Email: **SCouture@gloucester-ma.gov**

Description	Quantity	Cost Per	Amount
Concept Seating Model 3142 Executvie (Black Leather) with seven footed base	1	\$1,472.00	\$1,472.00
Swing away arms and lumbar support bladder			
Plymouth County Contract pricing Contract # PE 2013-14-15			

COMMENTS: Shipping is included under Plymouth County bid	SUB TOTAL	\$1,472.00
	SHIPPING	\$0.00
	GRAND TOTAL	\$1,472.00

STANDARD TERMS & CONDITIONS:

Payment Terms: Net 30 Days to Approved Credit and Credit Card for ALL Orders Under \$50.00

Freight Terms: Prepay & Add, F.O.B. Milwaukee, WI unless otherwise noted.

Prices are held from 30 days of quote, then become subject to change without prior notice.

Clerical errors are subject to correction.

All prices & agreements are contingent upon strikes, accidents and other causes unavoidable or beyond our control.

Buyer agrees to promptly file claim for all goods damaged in transit.

There will be a 20% restocking charge on merchandise ordered but not accepted.

Delivery, set-up and freight charges will not be refunded.

Acceptance of Proposal: These prices, specifications and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed above with full understanding of payment.

Authorized Signature: _____

PO #: _____
L&J FORM CS1080 - June 26, 2012

**Concept Seating Division of Laacke & Joys, LLC
24/7 Intensive Use Chair Warranty Policy**

Laacke & Joys LLC has purchased the name and assets of Concept Seating Inc. as of February 29, 2012. All liabilities before this date are the responsibility of the previous owners. To assist and support the previous customers of Concept Seating Inc. Laacke & Joys LLC will warranty all parts on chairs produced between February 28, 2009 and February 28, 2012.

On chairs manufactured after February 28, 2012 our warranty is as follows:

- All components of the 24/7 Intensive Use Chair are warranted for 6 years.
- The steel seat pan is covered for 10 years against defects in material or workmanship.
- Shipping costs within the continental US are paid by Concept Seating for the first 2 years of the warranty. The customer will be responsible for all shipping costs after 2 years.

What will void the warranty?

1. Abuse of the chair or it's components as determined by Concept Seating warranty department.
2. Use of chair by persons weighing over 550 lbs.
3. Not following manufacturer's assembly, operating and maintenance procedures.
4. Any invoices not being paid in full and within terms.

All warranty claims must be submitted on our warranty claim form which can be found on our website www.conceptseating.com



C

Pricing Proposal
Quotation #: 8060255
Created On: 5/21/2014
Valid Until: 6/30/2014

Gloucester Police Department

Inside Account Manager

Leonard Campanello
197 Main Street
Gloucester, MA 01930
United States
Phone: (978) 283-1212
Fax:
Email: Lcampanello@gloucester.ma.gov

Jonathan Gaudet
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6404
Fax: 732-652-6405
Email: Jonathan_Gaudet@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DELPHI TECHNOLOGY SOLUTONS - Network Maintenance Delphi Technology Solutions - Part#: Coverage Term: 8/1/2014 – 12/31/2014	1	\$26,390.00	\$26,390.00
		Total	\$26,390.00

Additional Comments

ITS-42 STATE CONTRACT

SHI VENDOR CODE VC60000262232

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



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 for protection of intellectual property. This agreement is subject to the Public Records Laws.

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.

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 performed only at the request of the client. These hours 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) Other out-of-pocket expenses to be billed only if incurred.

Usual Charges

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

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 one invoice. The total cost outlined in this statement of work is \$26,390.

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 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.

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: **August 1, 2014**
Expire date: **December 31, 2014**

State Bid Vendor ID Code SHI: VC6000262232 ITS42

Delphi maintenance contracts are renewed at at 1/5% increase, unless Delphi Technology Solutions, Inc. is notified 60 days in advance of revised renewal date of record.

Agreed To:
City of Gloucester
197 Main Street
Gloucester, MA 01931

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

City of Gloucester Designee

Delphi Technology Solutions, Inc.

Agreed Date

Agreed Date



CITY OF GLOUCESTER FIRE DEPARTMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760
Fire Chief Eric Smith



Memorandum

TO: Mayor Kirk
FR: Fire Chief Eric Smith
RE: US DHS/FEMA SHSP CCP Grant Acceptance request
DT: 6-20-14

Mayor Kirk,

I am requesting you include in the Mayors report acceptance of our approved grant application for a FFY13 - US DHS/FEMA SHSP CCP Grant submitted by Emergency Management. The DHS/FEMA Grant Application and City of Gloucester Grant Application and Check List are included with this request for your signature and submission with the Mayors Report to Council.

This small grant (\$1525) has been awarded will fund the training, exercising and printing needs of the CERT volunteers with the ability to increase the size of the current team. There is no match requirement.

If you have any question or concerns please feel free to contact me anytime.

Best regards,

Eric L. Smith
Fire Chief



**City of Gloucester
Grant Application and Check List**

Granting Authority: State _____ Federal Other _____

Name of Grant: _____ US DHS/FEMA State Homeland Security Program (SHSP) Citizens Corp (CCP)

Department Applying for Grant: _____ Fire Department for Citizens Corps Program (CERT)

Agency-Federal or State application is requested from: _____ FEMA _____

Object of the Application: _____ CERT Training

Any match requirements: _____ NO

Mayor's approval to proceed: _____
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 Clerks 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



**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.

XFINITY Connect

carol.mcmahon@comcast.net

+ Font Size -

FW: FFY 2013 Gloucester CERT

From : Carol McMahon <CMcMahon@gloucester-ma.gov>
Subject : FW: FFY 2013 Gloucester CERT
To : carol mcmahon <carol.mcmahon@comcast.net>

Wed, Jun 18, 2014 08:15 AM

1 attachment

Carol McMahon
Assistant to the Emergency Management Director

From: Timperi, Jeff (CDA) [jeff.timperi@state.ma.us]
Sent: Tuesday, June 17, 2014 8:59 AM
To: John Dunn; Carol McMahon
Subject: FFY 2013 Gloucester CERT

Your FFY 2013 SHSP-CCP contract has been finalized and a copy has been attached to this email. Please let me know if you do not receive this copy.

- * The start date for program activities (including purchasing) is 7/1/14. NO GOODS/SERVICES MAY BE PROCURED BEFORE THIS DATE.
- * The end date of your contract is 4/30/15; no goods/services may be procured after this date. ALL GOODS AND SERVICES PROCURED MUST BE RECEIVED OR COMPLETED BY THIS DATE.

MEMA's Grant Policies Memo, listing the various grant policies and forms, may be found on our website here: <http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>

Please take some time to review these policies.

This is a reimbursement-based grant program and reimbursements must be submitted to MEMA HQ no later than 5/30/15.

The reimbursement request form and instructions may be found on MEMA's website here: <http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>.

Reimbursements must be mailed to my attention (address below). Please contact me with any questions you may have regarding this contract. For your records, the Catalog of Federal Domestic Assistance (CFDA) number of the FFY 2013 SHSP is 97.067.

Thank you,

Jeff Timperi
Manager, Project Management Office
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
Tel 508.820.2019
Fax 508.820.0258
jeff.timperi@state.ma.us

-----Original Message-----

From: E-Scan (EPS) [<mailto:escan@massmail.state.ma.us>]
Sent: Tuesday, June 17, 2014 8:36 AM
To: Timperi, Jeff (CDA)
Subject: Message from "CDA-CPS-MIT"

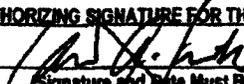
This E-mail was sent from "CDA-CPS-MIT" (Aficio MP 5002).

Scan Date: 06.17.2014 08:36:03 (-0400)
Queries to: escan@massmail.state.ma.us

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form 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) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: CITY OF GLOUCESTER (and d/b/a): Gloucester CERT		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency MNARS Department Code: CDA	
Legal Address: Gloucester City Hall, 9 Dale Avenue, Gloucester, MA 01930		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702-5399	
Contract Manager: John Dunn		Billing Address (if different):	
E-Mail: jdunn@gloucester-ma.gov		Contract Manager: David Cruz	
Phone: 978-281-9708	Fax:	E-Mail: David.Cruz@state.ma.us	
Contractor Vendor Code: VC6000182096		Phone: 508-820-2009	Fax: 508-820-2030
Vendor Code Address ID (e.g. "AD001"): AD001____ (Note: The Address ID must be set up for EFT payments.)		MNARS Doc ID(s): FY15CCP1300000GLOUC	
		RFR/Procurement or Other ID Number: 2013 SHSPICCP AGF:	
<p align="center"><u> X </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u> Statewide Contract </u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u> Collective Purchase </u> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <u> Department Procurement </u> (Includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u> Emergency Contract </u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u> Contract Employee </u> (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> <u> Legislative/legal or Other </u> (Attach authorizing language/justification, scope and budget)</p>		<p align="center"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u> Prior </u> to Amendment: _____, 20____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u> Amendment to Scope or Budget </u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u> Interim Contract </u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u> Contract Employee </u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u> Legislative/legal or Other </u> (Attach authorizing language/justification and updated scope and budget)</p>	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> <u> Commonwealth Terms and Conditions </u> <input type="checkbox"/> <u> Commonwealth Terms and Conditions For Human and Social Services </u>			
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.			
<input type="checkbox"/> <u> Rate Contract </u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> <u> Maximum Obligation Contract </u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$1,525.00			
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input checked="" type="checkbox"/> <u> only initial payment </u> (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.) Funding for this grant is provided through the FFY2013 State Homeland Security Program grant. The catalogue of Federal Domestic Assistance (CFDA) number is 97-067. The CERT intends to conduct training and purchase supplies.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input type="checkbox"/> 1. may be incurred as of the <u> Effective Date </u> (latest signature date below) and <u> no </u> obligations have been incurred <u> prior </u> to the <u> Effective Date </u> .			
<input checked="" type="checkbox"/> 2. may be incurred as of <u> July 1, 2014 </u> , a date <u> LATER </u> than the <u> Effective Date </u> below and <u> no </u> obligations have been incurred <u> prior </u> to the <u> Effective Date </u> .			
<input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u> PRIOR </u> 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> April 30, 2015 </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 "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <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 <u> 801 CMR 21.02 </u> , 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>  </u> Date: <u> 4/18/14 </u>		X: <u>  </u> Date: <u> 5-13-14 </u>	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u> CAROLYN A. KIRK </u>		Print Name: <u> David Mahy </u>	
Print Title: <u> MAYOR </u>		Print Title: <u> Chief Fiscal Officer </u>	

**MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY
PROJECT MANAGEMENT OFFICE**

Special Conditions and Reporting Requirements for EMPG, CCP, and HMEP Sub-Recipients

1. **Emergency Management Performance Grant (EMPG) and Citizen Corps Program (CCP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Homeland Security-Federal Emergency Management Agency (DHS/FEMA) and the Massachusetts Emergency Management Agency (MEMA) regarding use of the U.S. DHS-FEMA federal homeland security funding.
2. **Hazardous Material Emergency Preparedness (HMEP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Transportation – Pipeline and Hazardous Materials Safety Administration (DOT/PHMSA) and MEMA regarding use of the U.S. DOT-PHMSA funding.
3. All sub-recipients agree that a detailed budget and plan must be submitted to MEMA for review and approval prior to execution of a contract for grant activities. EMPG and CCP budgets and plans shall adhere to the applicable U.S. DHS program guidelines and application kit. HMEP budgets and plans shall adhere to the U.S. DOT PHMSA program guidelines.
4. Any adjustment within a sub-recipient's approved budget in excess of ten percent (10%) of the approved budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted budget.
5. Any substantive adjustment to a sub-recipient's scope of work (e.g., conduct of two exercises rather than four) must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work.
6. Sub-recipients agree to be compliant with the National Incident Management System (NIMS). This includes participation (when requested) in the annual, on-line NIMSCAST. NIMS is a comprehensive incident response system, developed by the Department of Homeland Security as required by HSPD-5. Implementation of and compliance with NIMS is critical to ensuring full and robust preparedness across the nation and in the Commonwealth of Massachusetts.

7. Sub-recipients agrees to comply with the following:

Administrative Requirements

44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110);

Cost Principles

2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87);
2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21);
2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122);
Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

Audit Requirements

OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*

8. Sub-recipients agree that federal funds under this award will be used to supplement, and not supplant, state or local funds.
9. Sub-recipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of U.S. DHS and/or U.S. DOT.
10. **Press.** Sub-recipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
11. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by sub-recipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
12. **Civil Rights Requirements.** All sub-recipients, regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by the DHS, DOT, or MEMA, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices comply with equal employment opportunity requirements.

13. **Limited English Proficiency.** All sub-recipients of funding under this grant are required to take reasonable steps to ensure that persons of limited English proficiency have meaningful access to assistance services regarding the development of proposals and budgets and conducting grant funded activities.
14. **Americans with Disabilities Act.** All federal grant sub-recipients must comply with the Americans with Disabilities Act (ADA); (i.e., "all state and local government entities do not discriminate against people with disabilities in their programs, services and activities. State and local governments must take steps to examine their programs and establish a plan for compliance with the law.")
15. **Discrimination Prohibited.** No person shall on the grounds of race, color, religion, national origin, sex or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded through MEMA and shall otherwise comply with all applicable state anti-discrimination law including but not limited to the provisions of G.L. c. 151B. Sub-recipients of funds are also subject to the provisions of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1974, as amended; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; and DOJ Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G.
16. **Reporting of Adverse Finding of Discrimination.** It is the responsibility of all sub-recipients, sub-grantees, and contractors under grants, to report to MEMA, any finding of discrimination after a due process hearing, on the basis of race, color, religion, national origin, sex or sexual orientation by a federal or state court or administrative agency.
17. **Equal Opportunity Program Requirements.** It is the responsibility of all sub-recipients to ensure that their employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301.
18. **Application of Special Conditions to Sub-Recipient Grantees:** If a sub-recipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable DHS/FEMA, and/or U.S. DOT, and MEMA special conditions.
19. **Reporting.** Sub-recipients agree to submit timely and accurate Close-Out, Match, and De-Obligation Reports as needed and directed. Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.
20. **Cash Management.** Sub-recipients acknowledge that this program is a reimbursable grant program and that under no circumstances may federal funds be held in an account pending payment of an invoice for more than 72 (business) hours from the time the funds are transferred from the Commonwealth to the grant sub-recipient.
21. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the market place. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
22. **Monitoring.** Sub-recipients agree to cooperate with MEMA monitoring and site visits.

- 23. Safeguarding and Access to Security Sensitive Data and Information.** All sub-recipients agree to adhere to proper administrative handling when handling grant-program related documents labeled Sensitive Security Information (SSI), Protected Critical Infrastructure Information (PCII), For Official Use Only (FOUO), etc.
- 24. Copyright/Licenses.** The sub-recipient acknowledges that MEMA, DHS, and DOT reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal or state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) and rights of copyright to which a sub-recipient or sub-grantee purchases ownership with Federal support.
- 25. Acknowledgement in Published Materials. EMPG and CCP sub-recipients agree** that any publication (e.g., written, visual, or sound) it or its contractors issues describing programs or projects funded in whole or in part with federal funds, contain the following statement:
- "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 26. Acknowledgement in Published Materials. HMEP sub-recipients agree** that any publication (e.g., written, visual, or sound) it or its contractors issues describing programs or projects funded in whole or in part with federal funds, contain the following statement:
- "This document was prepared under a grant from U.S. DOT PHMSA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. DOT PHMSA."
- 27. Procurement.** Sub-recipient agrees to adhere to the applicable state, local, and other applicable procurement requirements.
- 28. Equipment Specifically Intended for Regional-Use:** Sub-recipients who procure these equipment items (e.g., regional emergency shelter trailers, regional foam trailers, etc) shall, at a minimum, meet the following requirements:
- i. identify one entity as the owner who will be responsible for storage and maintenance of the item;
 - ii. ensure notification, as appropriate, is provided to the surrounding communities about the item, its use, and how to obtain further information related to the item;
 - iii. ensure a Standard Operation Procedure (or like document) document is developed that details, at a minimum, the proper storage, deployment, use, and maintenance of the item;
 - iv. ensure a Memorandum of Understanding is developed and agreed to, as appropriate, by entities who may request the item.
- 29. Disposal and sale of equipment purchased via DHS funds.** Any proposed sale and/or disposal must adhere to current MEMA policy.

30. **User Fees.** Any proposed ‘user fees’ related to equipment, items, services, etc acquired via DHS funding must be pre-approved by MEMA.
31. **Environmental Planning and Historic Preservation (EHP).** EMPG and CCP sub-recipients shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, which is done through MEMA. EHP activities include, but are not limited to, communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Sub-recipients must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify FEMA, MEMA, and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
32. **Property acquired with grant funds.** MEMA requires that property - with a unit cost of \$500.00 or greater and that has a shelf-life of one year or greater - acquired with federal homeland security grant funds be tagged and tracked using a computer-based inventory system. EMPG and CCP sub-recipients agree, when practicable, any equipment purchased with homeland security grant funding shall be prominently marked as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”
33. **Reporting of violations (fraud, waste, and abuse).** It is the responsibility of all grant sub-recipients and their respective agency personnel, grantees, and contractors under grants, to report to MEMA any alleged violations, serious irregularities, sensitive issues, or overt or covert acts that would use public funds or perform program or administrative requirements in a manner not consistent with grantor agency statutes, related laws and regulations, appropriate guidelines, or purposes or objectives of the grant.
34. **Federal Drug Free Workplace Requirements.** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—
- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code)

35. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

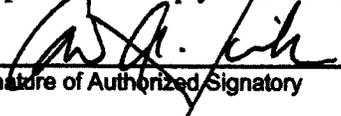
36. Debarment, Suspension, and Other Responsibilities. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

37. Internet Access. Sub-recipients must have Internet access.

38. Email addresses. Sub-recipient project directors of grant programs must have individual email addresses.

As the duly authorized representative of the sub-recipient, I hereby certify that the sub-recipient will comply with the above conditions.



Signature of Authorized Signatory

7/1/14

Date

Cardyn A. Kirk

Printed Name

Mayor

Title



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Kurt N. Schwartz
Director

Andrea J. Cabral
Secretary

**Federal Fiscal Year (FFY) 2013
US DHS/FEMA State Homeland Security Program (SHSP) Citizen Corp Program (CCP)
Application for Grant Funding (AGF)**

Overview

Through this AGF, the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from **Massachusetts Community Emergency Response Team (CERT)** entities for FFY 2013 SHSP Funding.

All CERT applicants who receive funding will be required to register their program (one-time process) on FEMA's CCP website (www.citizencorps.gov) and manage their program and contact information on this site.

MEMA plans to, via this grant process, make available \$150,000 to eligible entities.

This document provides a brief overview of the FFY 2013 SHSP and specific guidance for entities applying for funds. The information included here does not provide complete details of the SHSP, its allowable and unallowable activities, equipment or costs. **The applicant is responsible for ensuring that its proposed project fully complies with the federal and state guidance for the SHSP.** Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

MEMA will conduct four general informational sessions regarding this AGF. Attendance at these sessions is optional. The same information will be presented at each session. The sessions will be held on:

1/6/14; 10:30am - 11:30am;	MEMA Region 1 @ Regional Office
1/7/14; 6:30pm - 7:30pm;	MEMA Region 2 @ Regional Office
1/8/14; 6:00pm - 7:00pm;	MEMA Region 3-4 @ Regional Office
1/9/14; 6:00pm - 7:00pm;	MEMA Region 3-4 @ Holden Public Safety Complex, 1370 Main Street, Holden

Street addresses and directions to these MEMA Offices may be found on MEMA's website here:
<http://www.mass.gov/eopss/agencies/mema/directions-to-mema-facilities.html>

Submission Process

Completed applications - using the Template found on pgs 3-11 - must be received no later than 2/28/14.

Completed applications must be emailed to your respective MEMA Region (see below).

MEMA Region I: MEMARegion1Grants@state.ma.us

MEMA Region II: MEMARegion2Grants@state.ma.us

MEMA Region III/IV: MEMARegions3and4Grants@state.ma.us

Late applications will not be accepted; hand-written applications will not be accepted.

Application for Grant Funding Template

Please use this Template. Please provide response to each section (as applicable) in the appropriate spaces below. If the proposal contains an interoperable communications component, then the entire Template must be completed.

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

1. Entity submitting this Application for Grant Funding

IMPORTANT: Due to available funding, MEMA would not be able to provide funds to a community that is a Local CERT and also part of a Regional CERT. Any such communities must first determine how they wish to apply for these funds (either as a Local CERT or part of a Regional CERT).

Entity Name: Gloucester CERT
Point of Contact Name: Carol McMahon
Address: c/o Gloucester Emergency Management
8 School Street
Gloucester, MA 01930
Office Telephone: 978-290-1080
Email Address: carol.mcmahon@comcast.net

Fiscal POC (**if different than above**): John P Dunn, Gloucester CFO
Address: Gloucester City Hall, 9 Dale Avenue, Gloucester, MA 01930
Office Telephone: 978-281-9708
Email address: jdunn@gloucester-ma.gov

2. Project Period

Estimated begin/start date(Month/Date/Year): 7/1/14

For planning purposes only, you may use a planned start date of 4/1/14

Estimated end date (Month/Date/Year): 4/30/15

All Projects must be completed by 4/30/15.

3. Project Summary

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

- a) the proposed project;
- b) why this is needed, and how this need was identified;
- c) how this will benefit your CERT;
- d) how funds, if awarded, will further Goals/Objectives of the DHS/FEMA National Preparedness System and National Preparedness Goal;¹
- e) how funds, if awarded, will be used to help the community or area served by the CERT to better prevent terrorism; protect critical infrastructure; or enhance mitigation, response, or recovery efforts (applicants should review the National Preparedness System and National Preparedness Goal);
- f) expected outcomes; and
- g) how outcomes may be measured.

IMPORTANT: All costs must be allowable under the FFY 2013 SHSP grant program. Please refer to pgs 13-14 ('Allowable Costs' and 'Unallowable Costs') of this AGF for detail on what is/is not allowable.

IMPORTANT: For Equipment, please state whether the item will be fixed or portable. If fixed, please identify where the item is to be installed.

PROJECT SUMMARY (1 page maximum):

The Gloucester CERT team assists the EMD in the Emergency Operations Center by manning the the Situation Unit and Communications Unit. They also assess damage and assist residents in local City neighborhoods in field teams after severe weather events. CERT continues to participate in trainings for shelter opening procedures and shelter operations and as well as pet sheltering. The team has volunteered in non-emergency events, such as multiple road races and the local Triathlon where CERT members cross trained as radio operators assisting with event communications. This past fall our team partnered with several city departments to educate and inform residents of the need to have appropriate and adequate house numbers visible for first responders. We intend to continue this project to include other neighborhoods throughout the community. We are currently in conversations with trainers to form a wildland search and rescue unit and will work with the State Police to achieve admittance in their recognized Civilian Search and Rescue Team. This proposal will continue to assist the City of Gloucester in its emergency response activities by having a team of volunteers that is trained to take an active role in

¹ Information on the National Preparedness System may be found on-line here: http://www.fema.gov/pdf/prepared/nps_description.pdf; the National Preparedness Goal may be found on-line here: <http://www.fema.gov/pdf/prepared/npg.pdf>. Applicants may also review MEMA's Developing FFY 2013 SHSP CCP Applications document.

providing critical support in a safe manner to emergency service personnel during disasters/emergencies and planned events.

We are proposing to increase the size of our current team from 40 members to 70 active members by offering a CERT training class, run by a certified CERT training instructor. We have also held and will continue to hold, HSEEP compliant Workshops, seminars and tabletops to test and improve our plans and procedures. These exercises will target the opening and operating of a pet friendly shelter, call center operations, wildland search and rescue, and coastal search operations. We will continue to do emergency preparedness education for our Gloucester residents, such as the house numbering awareness, using door hangers, brochures and media interviews.

4. Funding Amount

MEMA uses a population-based funding formula to determine grant award amounts. Award amounts may vary year to year based upon available funding. Please refer to the FFY 2013 SHSP-CCP Appendix A for your CERT's award amount. If your CERT is not listed, please inform your respective MEMA Region.

IMPORTANT: Due to available funding, MEMA would not be able to provide funds to a community that is a Local CERT and also part of a Regional CERT. Any such communities must first determine how they wish to apply for these funds (either as a Local CERT or part of a Regional CERT).

5. Interoperable Communications Investment Proposal (ICIP)

If your Project has an interoperable communications component, please complete the following table on pgs 6-8:

If your Project does NOT have an interoperable communications component, you do NOT have to complete the following table on pgs 6-8.

ICIP Overview

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

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

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

Background Information / Investment Description: It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios,

reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC).

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

Communications Interoperability Problem Description-		
Background Information / Detailed Investment Description-		
Expected Outcomes-		
Describe the communications interoperability gaps that will be addressed		
SCIP Goal-	Goal	Describe support
Identify each SCIP goal that this investment will support and describe how that support will be accomplished. See Appendix for a listing of SCIP goals.	Governance	
	SOP	
	Technology	
	Training & Exercise	
	Usage	
Ownership-	Organization	Asset Description
Identify the proposed owners of all assets procured with this investment (add additional lines as needed)		
Usage Plan- Describe the usage plan for the equipment / project-		

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

7. Please provide response to the following question:

- How many members of your program have completed the NIMS course IS-700? All grantees must complete this course by 4/30/15 . This course is available on-line at FEMA's EMI website here: <http://training.fema.gov/emiweb/is/is700a.asp>

At this time 95% of the team have completed IS-700.

8. FEMA EHP Review

A formal review is not needed for this project as there are no projects in this grant application that include Physical security enhancements, renovations/upgrades/modifications to structures or any projects with the potential

FEMA Environmental Planning and Historic Preservation ('EHP') Requirements

All federal homeland security grant funding must comply with federal Environmental Planning and Historic Preservation ('EHP') laws, executive orders, and regulations.

The following activities would **NOT** require completion of a FEMA EHP Screening Form. These activities include:

- Planning;
- Personnel;
- Management and Administration;
- Classroom-Based Training;
- Seminars, Workshops, Table-Top, and Functional Exercises; and
- Mobile and Portable Equipment (no installation): These are equipment devices that do not require any fixed installation and may be transported, such as hand-held radios, personal protective equipment (PPE), mobile/satellite phones, dive equipment, boats, response and mobile command vehicles, and other similar devices that do not require installation.

All other activities **DO** require completed FEMA EHP Screening Forms. These activities include:

- Surveillance and Detection Equipment;
- Physical Security Enhancements;
- Installation of Generators;

- Field Training and Field Exercises;
- Equipment Enhancements/Installations;
- Modifications to or Renovations/Altering of Facilities;
- Construction;
- Demolition of Buildings or Structures;
- Communication Towers; Antenna Collocations; and
- Any Project that Directly or Indirectly Involves Ground-Disturbing Activity.

Completion of the FEMA EHP Screening Form is the responsibility of the grantee.

MEMA will work with applicants to develop their FEMA EHP Screening Form. The FEMA EHP Screening Form does not need to be submitted with the application. Please refer to FEMA Informational Bulletins #271 and #329 for further information.

The FEMA EHP Screening Form may be found on FEMA's EHP website here:

<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>

General Guidance for Applicants

Applicants do not need to provide response to this section.

1) Non-Supplanting

Federal grant funds must supplement state or local initiatives and **shall not replace (or supplant)** funding appropriated from State and local governments with their Federal grant funding.

2) Specificity

Specificity in your 'Project Summary'. To the extent applicable -- follow the 'Who, What, When, Where, Why, and How' approach.

Who (specifically) is benefiting from this proposal, and who is implementing?

What (specifically) is being proposed? (Define the project and its scope).

When will the project(s) begin and end?

Where will any equipment be housed?

Why is this project important? How was this determined?

How will the project be implemented?

Please note that these questions above are provided as a guide. For instance, a proposal stating "two generators will be procured" does not provide enough detail.

3) Budget Section: All costs must be allowable under the SHSP

Allowable cost information may be found in the FFY 2013 SHSP grant guidance and/or Authorized Equipment List.

The FFY 2013 SHSP Guidance may be found on FEMA's website here:
http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf

The Authorized Equipment List may be found on-line here:
<https://www.llis.dhs.gov/knowledgebase/ael>

Important: all equipment must be allowable under the SHSP or CCP; applicants should ensure that the AEL number provided is specific to the SHSP or CCP grant.

4) Grammar Counts

We are requesting concise proposals that provide adequate detail and are written clearly so the review team can provide appropriate review. **Hand-written applications will not be accepted.**

5) Allowable Costs

For further detail on allowable costs, please refer to the FFY 2013 SHSP Guidance. In general, SHSP funds may be spent in the following areas:

- Planning
- Organizational
- Equipment
- Training
- Exercises

6) Unallowable Costs

For further detail on unallowable costs, please refer to the FFY 2013 SHSP guidance. In general, SHSP funds will not support the following:

- Weapons and ammunition
- Hiring of first responders
- Supplanting

Applicants with questions may contact their respective MEMA Regional Office and/or MEMA Local Coordinator. Applicants may also contact David Cruz (David.Cruz@state.ma.us; 508.820.2009)

Appendix

Statewide Communications Interoperability Plan (SCIP) Goals

G1		Establish Governance
	G1.A	Recommend Executive Orders/Statutory/Regulatory Action (Complete)
	G1.B	Formalize Charter
	G1.C	Develop Office of the Coordinator
G2		Funding Governance
	G2.A	Develop Intake and Scoring mechanism
	G2.B	Allocate PSIC Grant Funding
	G2.C	Allocate Funds from Existing Grant Programs
	G2.D	Develop Strategy for Sustained Funding for each Project
	G2.E	Research and Apply for New Grant/Other Sources of Funds
G3		Project Governance
	G3.A	Develop Detailed Project Plans
	G3.B	Develop Detailed Project Cost Estimates
	G3.C	Maintain Project Budgets
	G3.D	Provide Quality Process Assurance
	G3.E	Adopt Standard Architecture
S1		Channel Planning
	S1.A	Collect and Verify Existing Channel Plans
	S1.B	Determine Channel Planning Gaps
	S1.C	Define and Standardize Channel Plan Template
S2		SOP Development
	S2.A	Collect and Verify Existing SOP's
	S2.B	Develop SOP Protocol Template
	S2.C	Create and Distribute the Tactical Channel Plan
	S2.D	Create SOPs for all Interoperability Channels in the Tactical Channel Plan
T1		Assess Technology
	T1.A	Develop NIMS-based Communication Requirements

	T1.B	Technology Assessment
T2		Infrastructure Technology
	T2.A	Develop Detailed Infrastructure Requirements
	T2.B	Develop Detailed Network Requirements
	T2.C	Perform 700-800 MHz Infrastructure Preparation
	T2.D	Develop 700-800 MHz RFPs
T3		Equipment Technology
	T3.A	Procure, Integrate, Deploy, and Verify Equipment
	T3.B	Provide Mobile or Portable Radios to Fill Interoperability Gaps
	T3.C	Procurement, Integration, and Test
T4		Information Sharing/Statewide Backbone
	T4.A	Develop Massachusetts Public Safety Enterprise Architecture
	T4.B	Capture Information-sharing Requirements
	T4.C	Develop Backbone Requirements
	T4.D	Plan/Integrate the Statewide Backbone
	T4.E	Develop an Implementation Plan
T5		Consolidation
	T5.A	Consolidated Dispatch Implementation Plan
	T5.B	Support for Ongoing Command Consolidation Implementation
	T5.C	Support for Ongoing Command Consolidation
T6		Innovation
	T6.A	Develop an innovation life cycle/pipe line and process
	T6.B	Develop innovative technologies
	T6.C	Execute Innovation Project
	T6.D	Develop Innovation White Paper
E1		Training
	E1.A	Develop Interoperability Training Template
	E1.B	COML, COM Tech, COM Coordinator training
	E1.C	SOP/Tactical Channel Plan Training
E1		Exercise

	E2.A	Implement HSEEP Process with Interoperability Planning
	E2.B	Integrate COML, COM Tech, COM Coordinator into Exercise & Evaluation
	E2.C	SOP/Tactical Channel Plan
	E2.D	Develop Interoperability Exercise Requirement
U1		Planned Events
	U1.A	
	U1.B	
U2		Localized Emergency Incidents
	U2.A	
	U2.B	
U3		Regional Incident Management
	U3.A	
	U3.B	
U4		Daily Usage
	U4.A	
	U4.B	

City Hall Annex
Three Pond Road
Gloucester, MA 01930



Tel 978 281-9781
Fax 978 281-9779

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Kirk
FROM: Gregg Cademartori, Planning Director *GMC*
CC: Tom Daniel, Community Development Director
Ken Whittaker, Conservation Agent
RE: Local Acquisition for Natural Diversity (LAND) Grant Program Application
Annisquam Woods Conservation Acquisition
DATE: June 26, 2014

The Gloucester Conservation Commission, with the support of the Community Development Department and the Essex County Greenbelt Association (ECGA), submitted an application to the LAND Grant Program administered by the Executive Office of Energy and Environmental Affairs. If awarded the Conservation Commission and ECGA would purchase property and conserve 27 acres in North Gloucester located at the ends of Hutchins Court and Tufts Lane. The property would provide a gateway to 162+ acres of contiguous conserved woodlands. This parcel was identified in the 2010 Open Space and Recreation Plan, and the more specific North Gloucester Woods Study, as a key parcel to preserve due to its position in the landscape and is valued diverse habitats.

The current funding scenario for the purchase involves ECGA fundraising, a potential Community Preservation Act (CPA) grant, and up to \$280,000 from the state LAND Grant Program. It is important to note that the LAND grant is a reimbursable grant, and requires the City Council to authorize up front funding or a bond of \$500,000. Decisions on CPA and LAND grants should be made by the end of the calendar year, in advance of the purchase. Therefore, reimbursements would be available shortly after the potential purchase, allowing for full repayment of the bond in the short term.

Please forward the attached grant application, and draft motion for the authorization of funding, to the City Council for its review. Staff from the Community Development Department and ECGA will be available to answer and questions.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

**CITY OF GLOUCESTER
OFFICE OF THE MAYOR**

June 17, 2014

Celia Riechel
Executive Office of Energy and Environmental Affairs
100 Cambridge Street - Suite 900
Boston, MA 02114

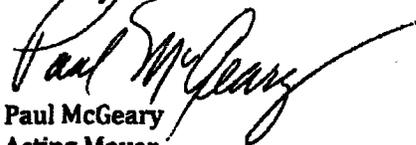
**Re: Request for Responses (RFR) ENV 15 DCS 01
Local Acquisitions for Natural Diversity (LAND) Grant - FY 2015**

Dear Ms. Riechel:

The City of Gloucester is pleased to submit an application for **Local Acquisitions for Natural Diversity** funding to support the "Annisquam Woods" open space acquisition. We are also pleased to continue to partner with the Essex County Greenbelt Association, which continues to play a larger role in our overall open space strategy and stewardship efforts. The City of Gloucester went through a robust Open Space and Recreation planning effort, which identified key parcels such as this for perpetual preservation. Conserving this site will strengthen links to existing open space assets and preserve 27 acres of ecologically diverse habitats situated between Langsford Pond and the woodlands of the heart of Cape Ann.

I hereby authorize Ken Whittaker, the City's Conservation Agent, to be the City's lead contact for the grant application. If you have any further questions regarding this application please contact Mr. Whittaker at 978-281-9781.

Sincerely,


Paul McGeary
Acting Mayor

cc: Tom Daniel, Community Development Director



CITY OF GLOUCESTER
Conservation Commission
3 Pond Road Gloucester MA 01930
978-281-9781
f 978-281-9779

June 17, 2014

Celia Riechel
Executive Office of Energy and Environmental Affairs
100 Cambridge Street – Suite 900
Boston, MA 02114

Re: Request for Responses (RFR) ENV 15 DCS 01
Local Acquisition for Natural Diversity (LAND) Grant – FY 2015

Dear Ms. Riechel:

The City of Gloucester is hoping to acquire for environmental, educational and passive public recreational purposes 27.4 acres of property known as the Annisquam Woods, located off Hutchins Court and Tufts Lane. The property is wooded, supports significant and extensive wildlife habitat, and is characteristic of Gloucester's typical rugged, boulder-strewn topography.

The total cost to acquire these ecologically valuable parcels is estimated at \$825,000, with \$500,000 proposed to be funded from Gloucester CPA funds. With these funds the City proposes to acquire a perpetual conservation restriction over the property. Essex County Greenbelt ("Greenbelt") is supporting this acquisition effort by taking a major role in funding the acquisition and assisting the City in this application for grant funding from the state Land Acquisition for Natural Diversity (LAND) program, which would potentially reimburse \$280,000 of the City's investment.

Greenbelt will own the restricted fee interest in the property and will be responsible for all property stewardship tasks. These tasks will include, among others associated with environmental protection and passive recreation, trail construction and maintenance, parking lot construction and maintenance, installation and maintenance of signage, and various related property management tasks. The property directly abuts Greenbelt's 11-acre Langsford Pond property and the New England Forestry Foundation's 134-acre Norton Memorial Forest, which in turn links to Dogtown Commons. In addition, the property abuts an existing 5-acre Greenbelt-held conservation restriction. The protection of the Annisquam Woods property would complete a protected natural corridor from Washington Street to Dogtown.

The protection of the property would achieve a specific recommendation of Gloucester's 2012 North Gloucester Woods Preservation Plan and would accomplish several primary goals of the City's 2010-2017 Open Space and Recreation Plan.

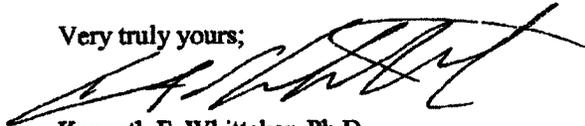
The property has already been fully-permitted for, and therefore jeopardized by, a 27-unit subdivision. If Gloucester is not successful in acquiring the property for conservation purposes, and it will almost certainly be lost to development pursuant to the provisions of the existing approvals.

According to the requirements of the LAND grant program we submit the enclosed and completed application for the funds essential to the preservation of the ecologically important parcel. To the best of our knowledge we have responded to all the relevant inquiries and information requests of the application form. Within these materials you will find the necessary signature pages from executive authority within the City of Gloucester, the text of proposed authority for purchase of interests in the land which we anticipate will be acted upon and approved in the near future and other important information including relevant maps, draft conservation restriction language and required certifications from state agencies,

We invite and look forward to your detailed and favorable review of this grant application. If you have any questions or need additional information on any of the points addressed herein, please feel free to contact me, Conservation Agent for the City of Gloucester, at 978-282-8008 or via email at kwhittaker@gloucester-ma.gov.

Thank you for your time and consideration.

Very truly yours;

A handwritten signature in black ink, appearing to read 'K. Whittaker', written over a horizontal line.

Kenneth F. Whittaker, Ph.D.
Conservation Agent, City of Gloucester, MA

Cc: Tom Daniel, Community Development Director

Local Acquisitions for Natural Diversity (LAND) Grant Program
APPLICATION FORM – FY2015

Application deadline: June 18, 2014, 3:00pm

Please print double-sided

1. APPLICANT INFORMATION

Project name: Annisquam Woods

Municipality: Gloucester

Municipal project manager:

This is the person who will be the day-to-day contact for the project and who will represent the municipality in communication with DCS. Attach authorization from the Chief Executive Officer identifying the individual named below.

Name: Ken Whittaker

Affiliation with Municipality: Conservation Agent

Address at City or Town Hall: 3 Pond Road, Gloucester, MA 01930

Phone Number: (978) 282-8008

Fax number: (978) 281-9779

E-mail address: kwhittaker@gloucester-ma.gov

Date Prepared: June 16

2. COVER LETTER

Summarize the project's importance to the community's natural resource protection and/or passive outdoor recreation needs. Identify any financial or other partnerships formed to advance the project, and summarize the anticipated project timeline.

3. PROJECT DETAILS

Municipal Population 2010: 28,789 Population 2000: 30,273

Seasonal population: 50,000+

Describe seasonal population: Gloucester's summer population expands as seasonal residences are occupied.

Property acres: 27.45

Number of parcels: 2

Interest municipality will acquire:

Fee

Conservation Restriction (CR)

Both fee and CR

If both, describe: _____

Parcel information:

County: Essex Watershed: Annisquam

Assessor's map/lot number: Map 125, Lot 71; Map 115, Lot 30

Current owner(s) Summer House Associates, LLC

Access:

Does property have frontage on a street? Yes No

If yes, list street(s):

Tufts Lane, Revere Street & Hutchins Court

If no, describe how the public can access the property through adjacent landholdings. Grant funds are used to purchase land for conservation and public passive recreational use. Properties that do not have suitable public access will not be funded.

Can the property be safely accessed by foot or bicycle? Yes No

Zoning: R-40 (residential, 40,000 sf minimum lot size)

Past use(s): Agriculture (grazing)/forestry.

Present use(s): Open space, passive recreation.

Proposed use(s): Open space, passive recreation, environmental education & interpretation

Are there buildings or structures on the property? Yes No

If yes, list each and indicate current and planned use. The LAND Program is intended to preserve undeveloped land, not to purchase buildings. Buildings are ineligible for funding. Any buildings proposed to be kept must serve a legitimate conservation, outdoor education, or public passive recreational use.

Will this project involve the removal of structures? Yes No
 Will this project involve the remediation of a greyfield, brownfield, or developed site? Yes No

If a brownfield, attach a copy of the most recent site assessment, either MCP Phase I or II, or ASTM Phase I or II, indicating the nature of the contamination and the remediation required for proposed use. Include in the Project Description a discussion of the importance of remediating the site, the plan for remediation, clear identification of disbursement of liability (e.g., will the town take it or will it reside with the current owner?), and any specific stewardship that will be undertaken to ensure that the site does not in the future pose undue risk to the public due to currently existing contamination. Also provide a remediation timeline that includes funding sources. Reminder: site remediation must be completed before reimbursement.

4. ACQUISITION AND FUNDING DETAILS

<u>Appraisal Report #1</u>	<u>Review Appraisal</u>	<u>Valued at over</u>
Valuation: <u>\$1,300,000</u>	Valuation: <u>\$</u>	<u>\$1,300,000</u>
Appraiser: <u>Vadala Real Estate Appraisals, Inc.</u>	Appraiser: <u>Simcox Appraisal</u>	
Valuation Date: <u>March 24, 2014</u>	Valuation Date: <u>June 6, 2014</u>	

Acquisition details:

Negotiated Sale: Yes No
 Do you have a Purchase & Sales Agreement or Agreed Price? Yes No
 If yes, amount: \$ 800,000 (fee interest)
 Is Clear Title available?* Yes No
 If no, is an eminent domain taking anticipated? Yes No
 If yes, proposed pro tanto award amount: \$ _____

*If clear title is not available, the applicant may decide to acquire the property by a friendly taking (eminent domain) process to clear the title. It is best to know if there is a potential title problem as soon as possible since this can complicate the acquisition process. Land lacking clear title will not be reimbursed.

Can this project be completed in next the Fiscal Year, FY2016 (July 1, 2015 – June 30, 2016)?

Yes No

Funding request:

Recipients of LAND grant funding are reimbursed after they have expended the total project cost and submitted proof of payment. See section 2E in RFR for eligible expenditures. The total project cost must be raised or appropriated by the municipality. Costs incurred prior to grant approval and contract execution will not be reimbursed. The reimbursement rate is 52-70%, based upon a municipality's Equalized Valuation Per Capita. See the DCS website for a list of rates.

List your anticipated expenditures and requested grant amount below.

Reimbursement rate: 56%

Item	Amount	Grant request amount
Property acquisition*	\$500,000	\$280,000
Recording fees	\$	\$
Tide certification	\$	\$
Survey	\$	\$
Total	\$500,000	\$280,000

*Acquisition amount must be the appraised value or agreed upon purchase price, whichever is less.

Will funds from the Community Preservation Act (CPA) be used? Yes No
Use of CPA funds require the conveyance of a permanent Conservation Restriction (CR), within the meaning of Ch. 184, to an eligible non-profit organization.

Have you identified an organization willing to hold the CR? Yes No

Name of organization: _____

Are you seeking funds from other sources or partners? Please list:

Essex County Greenbelt is raising funds in the amount of \$325,000 from private individuals, foundations and institutions for the purchase of the restricted fee interest.

5. PROJECT DESCRIPTION

Describe in a two page attachment the following:

- Description of the property, including natural resource, recreation, historical, educational, or agricultural values.
- Purpose of acquisition and proposed uses
- Consistency with Statewide Comprehensive Outdoor Recreation Plan (SCORP) and community Open Space & Recreation Plan (OSRP)
- Project schedule
- Consistency with any nearby State Priority Development or Preservation Areas as shown on the South Coast Rail Corridor Plan or the 495/MetroWest Development Compact Plan, or other regional plan.
- Plans for use of local wood in signage, waterbars, footbridges, etc.

6. PROJECT QUALITY

Landscape preservation:

How much protected conservation land does this project abut? 162.5 acres

Recreational opportunities:

Municipal Open Space and Recreation Plan (OSRP):

To apply for this grant you must have a current, approved OSRP, or have submitted a draft OSRP by the grant application deadline. To be eligible to apply with only a draft, a municipality must have completed the public participation process.

List the goals, objectives, or action plan items in your current or draft OSRP this project meets. Attach to your application copies of the relevant pages (not the whole plan).

	Goal, objective, or action plan item from current OSRP	Page no.
1	1: Improve Stewardship of Open Space (through stewardship partnerships)	106
2	3: Protect and Improve Gateways to Open Space Recreation Areas, and Water	107
3	4: Create Strategic Connections between Existing Open Spaces	107
4	5: Strategic Preservation of Open Space	108
5		
6		
7		

What public recreational opportunities will the project provide?

Check the box that best describes your project. Clarify in the space below if necessary.
Recreational opportunities will be verified by DCS during the site visit.

Trail-based activities (e.g. hiking, Nordic skiing, biking, horseback riding)

Water-based activities (e.g. canoeing, swimming, fishing, skating)

Wilderness activities (e.g. camping, hunting)

Historic, cultural, or environmental education

Community gardening or other community agriculture

Additional description: : Gloucester enjoys a cultural and land use/maritime history unrivalled by most other municipalities in Massachusetts. Use of essential grant funds to allow controlled use and stewardship of these open space parcels otherwise slated for development will provide a stage for drawing attention to and preserving the current limited open space and non-maritime environmental resources available to city residents for recreational and educational use.

Biodiversity and resource protection:

Portion of the project that lies within or abuts MA Natural Heritage and Endangered Species Program (MNHESP) BioMap2 designated areas:

Core Habitat: _____ 8.6 acres

Critical Natural Landscape: _____ 0 acres

Project is located in an area identified as of importance for climate change adaptation, as defined by The Nature Conservancy's Resilient Sites for Terrestrial Conservation Focal Areas map (link to map is available on the DCS website at <http://www.mass.gov/eea/dcs-grants>)

Yes No

Working lands:

Is the property currently enrolled in any of the following?

Chapter 61 or 61A Forest Stewardship Program Forest or Farm Viability program

Will active forest management or agriculture continue or begin *after* the acquisition?

Note: agriculture and forestry activities must be compatible with conservation and public use of the property.

Yes No

If yes, describe forestry or farming planned:

Water resources:

Portion of the property that is 0-300ft from ocean, lake, pond, river, stream, wetland, OR within an existing public drinking water supply area (Zone I/II or A/B), OR over a medium- or high-yield aquifer:

None

1-24%

25-50%

>51%

7. MUNICIPAL AUTHORIZATION:

Attach a certified copy of the Town Meeting or City Council vote, or draft language. Vote must conform to sample vote language criteria, available as Attachment E of this application, or online from DCS.

Does this project have town meeting/city council approval? Yes No

If not, what is the scheduled date for the vote? July 22, 2014

8. OTHER IMPORTANT DOCUMENTATION:

1. **USGS topographic map** with an outline of the Project boundary. Include the location, acreage, ownership and use of other public or quasi-public open space abutting, or close to, the Project on the topographic map. Show current use of adjacent private lands. If applicable, show proximity to Priority Development and Preservation Areas as shown on the South Coast Rail Corridor Plan or the 495/MetroWest Development Compact Plan or other regional plan. This map will be used by DCS staff to perform a site inspection.
2. **Plot plan or survey map** showing the Project boundary. The Project area must be shown in enough detail to be legally sufficient to identify the lands to be protected. A registered survey plan with deed references or assessor's map with block and lot number are acceptable.
3. **Draft Conservation Restriction (CR)** – If your project involves the purchase or conveyance of a CR, please complete a separate CR application and submit a draft restriction along with this application. The CR application is available under "Publications" at the DCS website at www.mass.gov/eea/dcs. To obtain a copy of the Conservation Restriction Handbook, visit the DCS website, or contact Nicole Sicard. Submit the draft CR to:

Nicole Sicard

Executive Office of Energy and Environmental Affairs

100 Cambridge St., Suite 900

Boston, MA 02114

617-626-1011

4. **Other state agency review** – If it is not possible to include responses in the application package to DCS, attach a copy of your cover letter requesting their input.

- **Massachusetts Natural Heritage and Endangered Species Program**
(<http://www.mass.gov/dfwele/dfw/nhesp/nhesp.htm>).

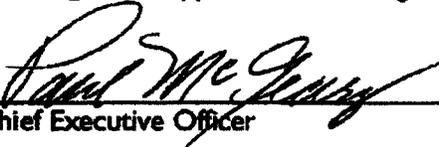
- **Massachusetts Historical Commission**

Send the MHC a PNF (<http://www.sec.state.ma.us/mhc/mhcupdf/pnf.pdf>) with a photocopy of the USGS locus map with the property boundaries clearly indicated, smaller-scale property maps if available, and a cover letter to include information about any known historic or archaeological sites. Send this certified mail, return receipt requested, so that you know when it was received. MHC will review and comment to DCS (and copy the applicant) within 30 days of receipt. If a Conservation Restriction is part of your project, you must notify and submit it to MHC for review. See these websites for any questions:
<http://www.sec.state.ma.us/mhc/mhcupdf/pnfguide.pdf> and
<http://www.sec.state.ma.us/mhc/mhcrevcom/revcomidx.htm>.

5. **Brownfields:** If the property to be acquired is a brownfield site, the applicant should submit documentation of the nature of contamination, the type of remediation required, and an estimate of the cost and time required for remediation. This should include a map of contaminant locations. Massachusetts Department of Environmental Protection maintains a database of known, current, waste sites and pollutant releases at <http://db.state.ma.us/dep/cleanup/sites/search.asp>. A more detailed, site-specific environmental cost estimate (or MCP Phase III Completion Report including a cost estimate) from a Massachusetts Licensed Site Professional will be required if a project is selected to receive funding (see <http://db.state.ma.us/dep/lsp/lspsearch.htm> for a list of LSPs). Applicants must prove that the site has achieved closure under MGL 21e by submitting either a Response Action Outcome (RAO) or Remedy Operation Status (REMOPS) prior to the end of the fiscal year of the award, before reimbursement will be made. If an Activity Use Limitation (AUL) deed clause is part of the RAO, a copy must also be submitted and approved before reimbursement.

9. SIGNATURES

Attach municipality's legal authority to apply for the grant, and the Chief Executive Officer's legal authorization to execute contracts. This is a resolution, motion or similar action that has been duly adopted or passed as an official act of the community's governing body that authorizes the filing of the application, including all understandings and assurances contained therein.


Chief Executive Officer

Acting Mayor Paul McGeary
Type Official's Name

Date: 6/17/14

Conservation Commission members:

Signature	Printed Name
	Chair

ATTACHMENTS – use this as a checklist.

1. Municipal CEO's Authorization of Project Manager
2. Appraisal report(s)
3. Project narrative
4. Maps of values and resources protected, proximity to other conservation lands
5. Documentation of rare species from the MA Natural Heritage and Endangered Species Program
6. Documentation of historic resources from the MA Historical Commission
7. Draft Conservation Restriction (if applicable)
8. Brownfields documentation (If applicable)

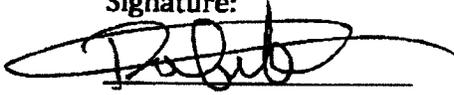
If selected for LAND funding, the Respondent will be required to execute the following forms in order to complete a contract:

- LAND Project Agreement
- Commonwealth Standard Contract
- Commonwealth Standard Terms & Conditions
- Contractor Authorized Signatory Listing

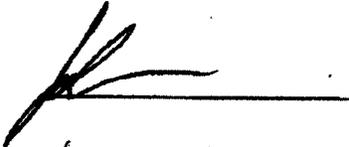
FY 2015 LAND Grant
Annisquam Woods, Gloucester, MA

Conservation Commission Members:

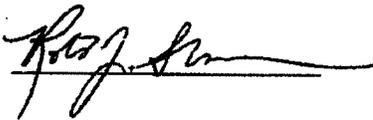
Signature:



Barry Grawohe



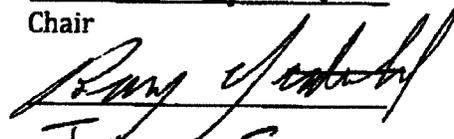
Helene Shaw-Kwasie



Printed Name

Robert Gilman

Chair



John Feore

Helene Shaw-Kwasie

Robert J. Sherman

Project Name: Annisquam Woods Land Acquisition, Gloucester, MA

Project Overview: Essex County Greenbelt and the City of Gloucester are jointly pursuing a project to acquire and preserve a 27.4 acre property known as Annisquam Woods, located off Hutchins Court and Tufts Lane, in the Annisquam section of Gloucester, MA. The Annisquam Woods property is wooded, supports significant wildlife habitat, and is characterized by Cape Ann's typical rugged, boulder-strewn topography.

The total project cost is estimated at \$825,000, with \$500,000 proposed to be funded from Gloucester Community Preservation Act funds for the purchase by the City of a perpetual conservation restriction over the property, and the \$325,000 balance to be raised by Greenbelt from private individuals, foundations and local institutions. The City is seeking a LAND grant in the amount of \$280,000 to offset a portion of the cost of the CR, which has been valued at \$1,300,000.

Greenbelt will own the restricted fee interest in the property, and will be responsible for all property stewardship tasks, including trail construction and maintenance, parking lot construction and maintenance, installation and maintenance of signage, and other related property management tasks.

Conservation Context: The property directly abuts Greenbelt's 11-acre Langsford Pond property and the New England Forestry Foundation's 134-acre Norton Memorial Forest, which in turn links to Cape Ann's well-known 3,000 + acre Dogtown Commons conservation area. In addition, the property abuts an existing 5-acre Greenbelt-held conservation restriction. The protection of the Annisquam Woods property would complete a protected corridor from Washington Street to Dogtown. An important component of the project is the creation of a dedicated trail parking area and trail access off Hutchins Court, and a trail system linking Revere Street to Dogtown via the Annisquam Woods properties.

Development Threat: The property is fully permitted as a 27-unit subdivision. If we are not successful in acquiring the property for conservation purposes, it will almost certainly be developed pursuant to the provisions of the existing entitlements.

Consistency with Planning Goals: From a planning perspective, the protection of the property meets several goals of the City's 2010-2017 Open Space and Recreation Plan, specifically: Goal 3: Protect and Improve Gateways to Open Space Recreation Areas, and Water; Goal 4: Create Strategic Connections between Existing Open Spaces; and Goal 5: Strategic Preservation of Open Space.

In addition, a North Gloucester Woods Preservation Plan completed in January 2012 by Brown Walker Planners and Land Stewardship, Inc, under contract to the City of Gloucester, and funded with a CPA grant to the Open Space Committee, references the Annisquam Woods parcel in several areas: 1) the assessors parcels which comprise the Annisquam Woods property are all listed as "private parcels identified for protection"; 2) Recommendation #3 calls for the creation of 5 potential public entry points to the North Gloucester Woods, one of which is on the Annisquam Woods parcel off of Tufts Lane; and 3) the protection of the Annisquam Woods parcels would also advance Recommendation #2 "Support Community initiated efforts to preserve privately-owned land and trail access", as the largest of the Annisquam Woods parcels is listed in Table 5 as a potential parcel for protection.

As a point of information, Cape Ann (including Gloucester) has not been included to date in a regional Land Use Plan analogous to the Merrimack Valley Land Use Priority Plan.

The Annisquam Woods project would, however, meaningfully advance the goals of the 2012 Statewide

Comprehensive Outdoor Recreation Plan (SCORP), by addressing Goal 1: “Increase the availability of all types of trails for recreation”; Goal 2: “Invest in recreation and conservation areas that are close to home for short visits”; and Goal 4: “Invest in racially, economically, and age-diverse neighborhoods given their projected increase in participation in outdoor recreation”. The project would create meaningful passive recreational opportunities by creating two new trail access points, a trailhead Revere Street, approximately 600’ from Washington Street, and a parking area and trailhead off Hutchins Court for individuals travelling to the property from other neighborhoods in Gloucester, Cape Ann and beyond. Washington Street is served by the Cape Ann Transit Authority (CATA) bus service, and the Revere Street trailhead would therefore be readily accessible by public transit. The variety of trails and routes accessible from Annisquam Woods lend themselves to both short and longer visits.

Natural Resources: The Annisquam Woods property is particularly rich in natural resources, as it is mapped in its entirety as a resilient landscape in TNC’s analysis of terrestrial climate resiliency. The vast majority of the parcel is also mapped as Prime Forest (Statewide Importance), while significant portions are located in a public water supply watershed. Major portions of the property area also mapped as BioMap2 Core Habitat (Species of Conservation Concern). A certified vernal pool is located partially on the subject parcel, and partially on the abutting NEFF property. The southwestern quadrant of the property is also mapped as top 50% in the CAPS Index of Ecological Integrity.

Locally Sourced Wood Products: Essex County Greenbelt, as the proposed owner and steward of the restricted fee interest in the property, will make every effort to use locally sourced and processed lumber and wood. Greenbelt expects to make fairly modest improvements to the property, but will use locally-grown and produced wood products to the greatest extent possible, pursuant to the expectations of Executive Order 515, for signage, fencing, bog bridges, boardwalks, and the like.

Project Timeline: Greenbelt has the property under a binding purchase and sale agreement through March, 2015. We anticipate completing our due diligence and assembling the funding for the project by the end of calendar year 2014, with closing on the fee interest and conveyance of the conservation restriction to the City of Gloucester during our contract period.

Project Costs:

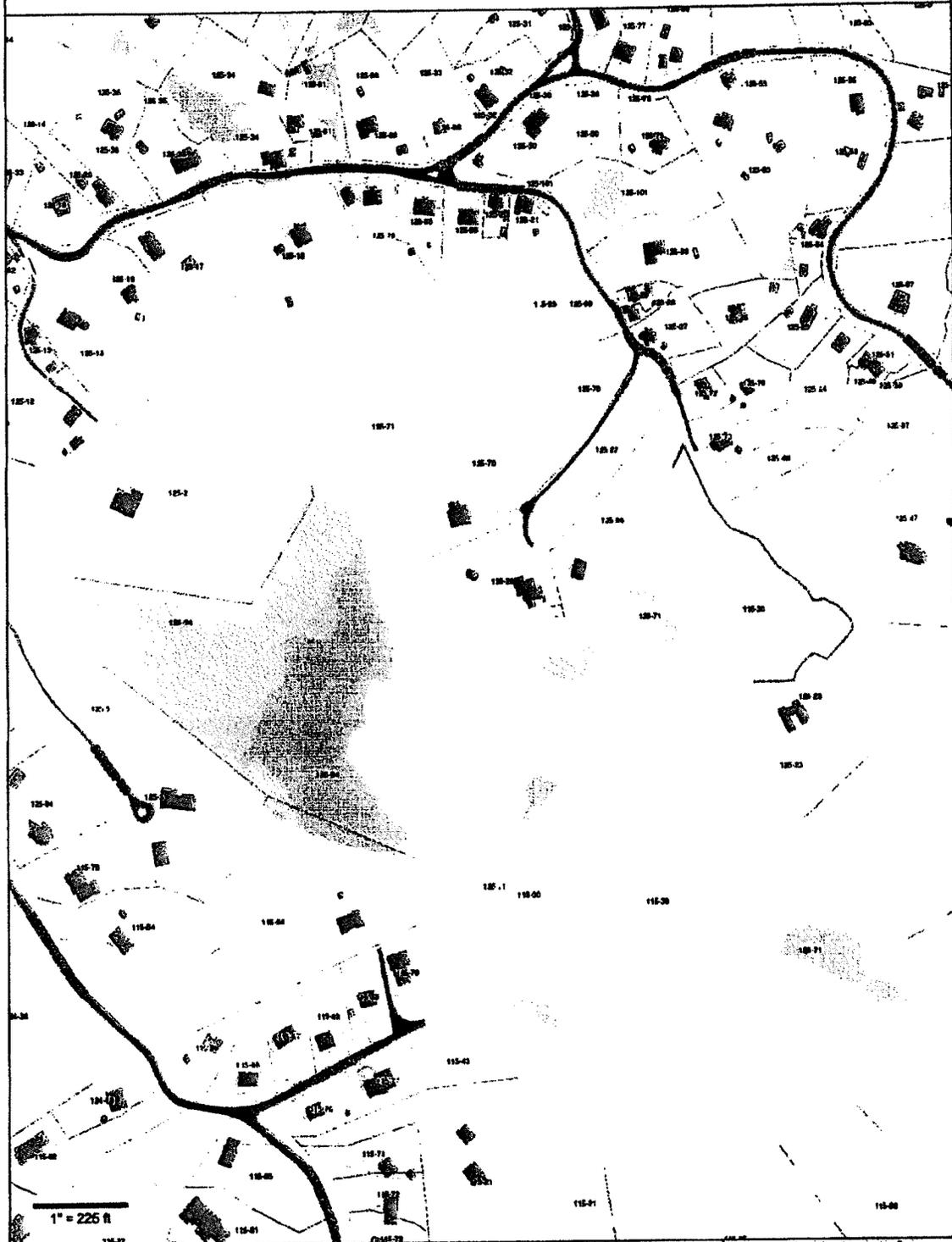
Purchase Price:	\$800,000
Appraisal:	\$5,000
Environmental Site Assessment:	\$5,000
Legal, Title Search, Closing:	\$7,500
Parking Area/Signage/Other Stewardship	<u>\$7,500</u>
Total Project Costs:	\$825,000

Preliminary Schedule of Funding Sources:

CPA Request:	\$500,000 (60% of project cost)
Less possible state LAND grant	(\$280,000)
Greenbelt Foundation & Private Fundraising*	<u>\$325,000</u>
Total:	\$825,000

*Greenbelt’s fundraising campaign is approximately 80% complete, and we expect to be at 100% by the end of 2014.

Annisquam Woods Map125 Lot 71 & Map 115 Lot 30



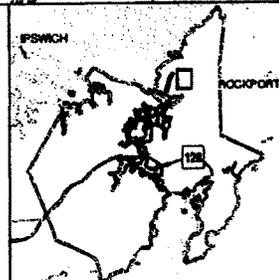
Property Information
 Property ID 125_71
 Location 7A HUTCHINS CT
 Owner TUFTS DAVID J



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

The Town makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated: 3/31/2014



Draft Language For Gloucester City Council Vote Providing Municipal Authorization For Funding the Proposed Purchase of Annisquam Woods Parcels

To see if the City of Gloucester through its City Council will vote to raise, borrow and/or appropriate \$500,000 for the acquisition by of a Conservation Restriction by negotiated purchase or eminent domain on parcels of land totaling approximately 27.45 +/- acres owned by owner as described on Assessors Maps 25, Lot 71 and Map 115, Lot 30, to be managed and controlled by the Conservation Commission of the City of Gloucester in accordance with Chapter 40, Section 8C for conservation, passive recreation and/or environmental education purposes, and to meet said appropriation with funds transferred and/or borrowed in accordance with M.G.L. Chapter 293, the Community Preservation Act and to authorize the Treasurer, with the approval of the City Council, to issue any bonds or notes that may be necessary for that purpose, as authorized by M.G.L. Chapter 44, or any other enabling authority, and that the City Council or Mayor or both, as required be authorized to file on behalf of the City of Gloucester any and all applications deemed necessary under the Self-Help Act (M.G.L. Chapter 132A, Section 11) or any other applications for funds in any way connected with the scope of this acquisition, and Mayor and the City Council and the Conservation Commission be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including the conveyance or acceptance of a perpetual conservation restriction in accordance with M.G.L. Chapter 184 as required by Section 12(a) of Chapter 44B or Chapter 293 Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the City of Gloucester to affect said purchase. Said conservation restriction may be granted to any other organization qualified and willing to hold such a restriction.

Grantor: Essex County Greenbelt Association, Inc.
Grantee: City of Gloucester
Address of Premises: Off Hutchins Court and Tufts Lane
For title see: Essex South District Registry of Deeds Book _____, Page _____.

CONSERVATION RESTRICTION

ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929 (hereinafter "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, for nominal consideration, hereby grants, with quitclaim covenants, to THE CITY OF GLOUCESTER, MASSACHUSETTS, acting by and through its Conservation Commission, with an address of 3 Pond Road, Gloucester, MA 01930, and its permitted successors and permitted assigns (hereinafter "Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land (the "Premises") located in the City of Gloucester, Essex County, Massachusetts containing approximately 27.4 acres, shown on a plan of land entitled "Plan of Land in Gloucester, Mass., Summer House Associates, LLC, Owner " by Hayes Engineering., dated _____, 20____, and recorded at Plan Book _____, Plan ____ in the Essex South District Registry of Deeds.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purposes are to assure that the Premises will be retained in its current natural, scenic and undeveloped condition for conservation purposes in perpetuity and to prevent any use of the Premises that will materially impair or interfere with the conservation values of the Premises. The protected conservation values and the public benefits resulting from the protection of the

Premises in the manner provided in this Conservation Restriction include the following, without limitation:

A. The Premises provides significant scenic, scientific, outdoor educational and recreational value in its present state as a natural area and open space which has not been subjected to development incompatible with said uses; and

B. The Grantor and the Grantee recognize the uniqueness of the Premises as a distinctive Massachusetts landscape embodying the special character of the region in which the Premises is located and have the common purpose of conserving the natural values of the Premises for this generation and future generations; and

C. The Premises is part of a highly scenic landscape visible to members of the general public from Hutchins Court and Tufts Lane, both public ways; and

D. The Premises abuts the New England Forestry Foundations Norton Tree Farm and Grantor's Langsford Pond property; and

E. The Premises will provide access via the Norton Tree Farm to Dogtown Commons, a regionally-significant, 3,000+ acre conservation area; and

F. The Premises contains a wide diversity of wildlife habitat, including freshwater wetlands, riparian corridor and upland forest used by a variety of wildlife species; and

G. The protection of the property advances several needs and goals of Gloucester's Open Space and Recreation Plan (2010 – 2017), including:

Goal 3: Protect and Improve Gateways to Open Space Recreation Areas, and Water
Goal 4: Create Strategic Connections between Existing Open Spaces
Goal 5: Strategic Preservation of Open Space

Therefore, in order to preserve the Premises in perpetuity in its present natural, scenic, and open condition, the Grantor conveys to the Grantee a perpetual Conservation Restriction within the meaning of Chapter 184, Section 31 et. seq. of the General Laws of Massachusetts, as amended, upon the terms and conditions set forth herein.

II. PROHIBITED AND PERMITTED ACTIVITIES AND USES

The terms of this Conservation Restriction are as follows:

A. Prohibited Activities and Uses. Except as otherwise herein provided, the Grantor shall neither perform nor permit others to perform any of the following acts or uses, which are prohibited, on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility or improvement, including but not limited to buildings, tennis courts, landing strips or pads, mobile homes, swimming pools, asphalt or concrete pavement, septic systems, roads, signs, fences, billboards or other advertising display, utilities, conduits, poles, antennas (including satellite dishes and cell towers), towers, monopoles, windmills, solar panels, docks, wharfs, or other temporary or permanent structures, facilities, or improvements of any kind on, above or under the ground;
2. Dumping, placing, filling or storing on the Premises of soil, grass clippings, compost, yard debris or other substances on the Premises, or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or any other materials whatsoever, or the installation of underground storage tanks;
3. Cutting, removing, or otherwise destroying trees, grasses, shrubs or other vegetation;
4. Mining, excavating, dredging or removing from the Premises of loam, peat, sand, gravel, soil, rock or other mineral resource or natural deposits except as necessary for proper drainage or soil conservation and then only in a manner which does not

impair the purposes of this Conservation Restriction after consultation with and approval by the Grantee;

- 5. Any commercial or industrial use, including commercial recreational activities or active recreational activities;**
- 6. Any institutional or commercial use inconsistent with the purposes hereof;**
- 7. Use, parking or storage of motorized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, trail bikes, all-terrain vehicles and snowmobiles on the Premises, except such as may be necessary to allow police, firemen or other governmental agents to carry out their lawful duties;**
- 8. The use, landing, or storage of aircraft, helicopters, or similar machines or devices, except as reasonably required by police, firefighters or other emergency personnel or government agents in carrying out their lawful duties;**
- 9. Use of the Premises in any manner or for any purpose except for those purposes that permit the Premises to remain in its natural or open condition;**
- 10. Activities detrimental to wildlife habitat, drainage, flood control, water or soil conservation, water quality, scenic qualities, archaeological conservation or erosion control;**
- 11. The disruption, removal, or destruction of any stone walls on the Premises;**
- 12. Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises;**
- 13. The use of the Premises for (a) transferring development rights to any property, whether or not the receiving land is adjacent to the Premises; and (b) calculating permissible lot yield of any land, including the Premises;**

14. Any acts or uses which in the opinion of the Grantee and at the Grantee's sole discretion are contrary to the purposes of this Conservation Restriction;
15. Any other use of the Premises or activity which would impair the conservation values unless such use or activity is necessary in an emergency in the opinion of the Grantee and at the Grantee's sole discretion for the protection of the conservation values that are subject to this Conservation Restriction.

B. Reserved Rights: General Exceptions to Prohibited Activities and Uses.

Notwithstanding anything contained in Paragraph A, the Grantor reserves to itself, its successors and assigns, the right to conduct or permit the following activities on the Premises provided that such uses and activities do not materially impair the purposes of this Conservation Restriction or other significant conservation interests:

1. Within forested areas, in accordance with generally accepted forest management practices, minimal selective pruning and cutting, but not clear cutting, of trees, shrubs and other vegetation to prevent, control, or remove hazards, disease or insect damage, or fire, or to preserve the present conditions of the Premises;
2. The erection, maintenance and replacement of signs with respect to rules and regulations for the use of the Premises by the public, hunting, trespass, trail access, identity and address of the owner, the location of boundary lines, the Grantee's interest in the Premises and the protected conservation values, and such signs as may be required to satisfy grant requirements;
3. Activities designed to enhance the ecological or natural historical value of the Premises, including wildlife habitat improvement after consultation with the Grantee and with the Grantee's approval;
4. Hiking, horseback riding, snowshoeing, cross country skiing, wildlife observation, bicycling and other passive noncommercial outdoor recreational and

educational activities consistent with the purposes of this Conservation Restriction;

- 5. Activities designed to control nuisance and exotic plant and animal species on the Premises in accordance with a plan approved by the Grantee, and designed to avoid harm to non-target species or water quality;**
- 6. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of the Premises.**
- 7. The creation, marking, clearing and maintenance of unpaved footpaths and trails, not to exceed 8 feet in width, and the construction, repair, replacement and maintenance of wooden boardwalks, ramps, bridges, culverts and other structures related to such trails;**
- 8. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);**
- 9. The construction, repair, maintenance and replacement of an un-paved parking area in the area shown as "Proposed Parking Area" on Exhibit A, and the installation of interpretive signs, kiosks, gates, fences and such other improvements as may reasonably be related thereto;**
- 10. Such other non-prohibited activities requested by the Grantor and expressly approved by the Grantee as are consistent with the purposes of this Conservation Restriction.**

The exercise of any right reserved by the Grantor under the foregoing Paragraph B shall be in compliance with the following: (a) then-current building, zoning, planning, and conservation regulations, bylaws or ordinances applicable to the Premises, (b) any special permits or variances pertaining to the Premises, (c) the Wetlands Protection Act (General Laws Chapter 131, Section 40), and (d) all other applicable federal, state and local laws and regulations. The inclusion of any reserved right in Paragraph B of Section II requiring a permit from a public agency merely means that the Grantor may have a right to request a permit, it does not mean that the Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

D. Unspecified Activities and Uses are Prohibited. All acts and uses not expressly permitted in Paragraph B of Section II or otherwise authorized by the Grantee are prohibited.

E. Notice to and Approval by the Grantee. Whenever notice to or approval by the Grantee is required under the provisions of Paragraph B of Section II, or any other provision or condition herein, the Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee with an adequate opportunity to ensure that the activities in question are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Grantee's approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would be inconsistent with the purposes of this Conservation Restriction.

III. AFFIRMATIVE COVENANTS OF THE GRANTOR

A. Payment of Taxes. The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority

or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.

B. Subordination of Mortgage. The Grantor shall record at the appropriate Essex County Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance, assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises.

C. Adverse Possession. The Grantor represents and warrants that to the best of his knowledge no person has occupied or used the Premises without the Grantor's permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor's predecessors in title or has conducted continuous activities or uses on the Premises (such as logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

IV. ACCESS

A. Access by the Grantee. The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. The Grantee shall have the right, but not the obligation, at its sole expense, to perform any act required to preserve, conserve or promote the natural habitat of wildlife, fish or plants located on the Premises. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

B. Access by the Public. The Grantor recognizes that certain portions of the Premises are presently or in the future may be used by the general public for purposes of quiet outdoor passive recreational and educational activities, including but not limited to foot, horseback, snowshoe, bicycle and cross country ski. The Grantor and its successors and assigns shall permit the continuance of such passive recreational and outdoor activities provided (a) that any such activity shall be limited to daylight hours only; (b) no motor vehicles of any kind shall be permitted; (c) that no dumping, waste disposal, or littering of any kind be allowed; and (d) that no activity of a commercial nature be allowed. The Grantor hereby reserves the right to alter the locations of established trails, after consultation with the Grantee and with the Grantee's approval, provided that as so relocated, neither the conservation values of this Conservation Restriction nor access to and passage through the Premises is impaired. To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the Premises or warn persons who may enter upon the same. Pursuant to M.G.L. c. 21, s. 17c, neither the Grantor nor the Grantee is liable to any member of the public for injuries to person or property sustained by such person while on the Premises in the absence of willful, wanton, or reckless conduct.

V. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

B. Actions to Prevent or Remedy Violations. The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction.

C. Reimbursement of Costs of Enforcement. The Grantor and the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by the Grantor or determined by a court of competent jurisdiction to have occurred.

D. The Grantee's Disclaimer of Liability. By its acceptance, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents, except as provided under applicable laws.

E. Non-Waiver by the Grantee. Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

VI. ASSIGNMENT BY GRANTEE

The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and the Grantee and its successors and assigns shall have the right to assign all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170 (h) (3) of the Internal Revenue Code provided that such assignee shall also be an eligible grantee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes, in accordance with the terms and conditions set forth herein.

VII. SUBSEQUENT TRANSFERS

A. **Reference to Conservation Restriction in Future Deeds.** The Grantor agrees to incorporate the terms of this Conservation Restriction by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including without limitation, any leasehold interest or option. Any failure by the Grantor or the Grantee to so incorporate as provided for herein shall not invalidate or extinguish this Conservation Restriction or limit its enforceability in any way.

B. **Required Notifications of Transfers.** The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Premises, or any part thereof or interest therein (including a leasehold interest or option). The Grantee shall notify the Grantor in writing at least thirty (30) days before it assigns this Conservation Restriction. Any failure by the Grantor or the Grantee to provide notification as provided for herein shall not invalidate or extinguish this Conservation Restriction or limit its enforceability in any way.

VIII. EXTINGUISHMENT

A. **Termination only by Judicial Proceeding.** If circumstances arise in the future which render the purpose of this Conservation Restriction impossible to accomplish, this

Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction under applicable law, and after review and approval by the Secretary of the Massachusetts Secretary of Energy and Environmental Affairs.

B. The Grantee's Receipt of Property and Development Rights. The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise, for purposes of this paragraph, to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted Premises at that time and represents all land development rights associated with the Premises, except as such rights may have been specifically retained pursuant to this Conservation Restriction.

C. Value of the Grantee's Property Right. Such proportionate value of the Grantee's property right shall remain constant.

D. The Grantee's Right to Recover Proportional Value. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, which extinguishment or release must be accomplished by judicial proceedings in a court of competent jurisdiction, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject however, to any applicable law which expressly provides for a different disposition of proceeds, and after complying with the requirements of any gift, grant or funding requirement, including the Community Preservation Act (CPA) and the Conservation Partnership Program.

E. Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the

Grantee in shares equal to such proportionate value, after complying with the terms of any gift, grant or funding requirements, including the CPA. If less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

F. Continuing Trust after Disposition of Conservation Restriction. The Grantee shall use its share of any proceeds received pursuant to this Section VIII in a manner consistent with its conservation mission.

IX. BINDING EFFECT: INTERPRETATION

A. Running of the Burden. The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity, shall be enforceable in perpetuity against the Grantor, the Grantor's successors in title to the Premises, and any person holding any interest therein, by the Grantee, its successors and assigns and its duly designated officers, directors, members, employees or agents as holders of this Conservation Restriction.

B. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest in the Premises, except that liability for acts or omissions occurring prior to any transfer and liability for any transfer in violation of this Conservation Restriction shall survive the transfer. Any new owner may be held responsible for any violations existing during their ownership.

D. Prior Encumbrances. This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. Pre-Existing Rights of the Public. The approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by

the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or nonexistence of any pre-existing rights of the public, if any, in and to the Premises. Any pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

F. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instrument upon request.

G. Effective Date. This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the appropriate Essex Registry of Deeds. The Grantee shall record this instrument in a timely manner in the appropriate Essex Registry of Deeds.

H. Controlling Law. The interpretation of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

I. Liberal Construction: Severability. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect its conservation purposes and the policies and purposes of M.G.L. Chapter 184, Sections 31-33. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render it valid shall be adopted over any interpretation that would render it invalid. If any provision or condition of this Conservation Restriction or the application thereof to any person or circumstance shall be declared invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

J. Entire Agreement. This instrument sets forth the entire agreement of the parties regarding this Conservation Restriction and supersedes all prior discussions,

negotiations, understandings or agreements relating to this Conservation Restriction, all of which are merged herein.

K. Non-Merger. The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

L. Notices. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give pursuant to this Conservation Restriction is deemed delivered upon receipt and shall be in writing and delivered by hand, by facsimile or by first class mail and addressed as follows:

To Grantor: Essex County Greenbelt, 82 Eastern Avenue, Essex, MA 01929

To Grantee: City of Gloucester Conservation Commission, City Hall Annex, 3 Pond Road, Gloucester, MA 01930

X. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document requested, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Essex County Greenbelt Association, Inc. , has caused this instrument to be signed as a sealed instrument this ____day of _____, 20__.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By _____
Anne B. Madden, President

By _____
Francis McD. Culver, Treasurer

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public personally appeared Anne B. Madden and Francis McD. Culver, proved to me through satisfactory evidence of identification, which consisted of _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as President and Treasurer, respectively, of said Essex County Greenbelt Association, Inc.

Notary Public
My Commission Expires:

ACCEPTANCE BY GLOUCESTER CONSERVATION COMMISSION

The undersigned, being a majority of the Conservation Commission of the City of Gloucester, Essex County, MA, hereby certifies that pursuant to a vote of said Commission at a public meeting duly held on _____, 20____, the Conservation Commission voted to accept the foregoing Conservation Restriction from the Essex County Greenbelt Association pursuant to M.G.L. Ch. 184, Section 32, and Chapter 40, Section 8C. _____

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as an individual voluntarily for its stated purpose.

Notary Public

My Commission Expires

APPROVAL BY CITY COUNCIL

I, the undersigned Clerk of the City Council of the City of Gloucester, Massachusetts, hereby certify that at a public meeting duly held on _____, 20__ the City Council voted to approve the foregoing Conservation Restriction to the Gloucester Conservation Commission pursuant to MGL C. 40 Section 8C. for the preservation of the natural resources of said City pursuant to Massachusetts General Laws Chapter 184, Section 32.

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as an individual voluntarily for its stated purpose.

Notary Public

My Commission Expires:

APPROVAL OF MAYOR

I, the undersigned _____, Mayor of the City of Gloucester, Massachusetts, hereby approve the foregoing Conservation in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as an individual voluntarily for its stated purpose.

Notary Public

My Commission Expires:

APPROVAL BY SECRETARY

The undersigned Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction from the Essex County Greenbelt Association to the City of Gloucester Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

Date: _____

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as an individual voluntarily for its stated purpose.

Notary Public

My Commission Expires:

**The Commonwealth of Massachusetts**

William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

June 17, 2014

Celia Riechel
LAND Grant Program Supervisor
Division of Conservation Services
Massachusetts Executive Office of Energy & Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: Annisquam Woods Property Land Acquisition, Hutchins Court and Tufts Lane, Gloucester, MA.
MHC #RC.56253.

Dear Ms. Riechel:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the Project Notification Form (PNF), received June 13, 2014, submitted for the proposed land acquisition project referenced above. The project consists of the purchase of approximately 27.4 acres for conservation and open space in Gloucester.

Review of the Inventory of Historic and Archaeological Assets of the Commonwealth indicates that no historic or archaeological resources are recorded in the property. However, ancient Native American archaeological sites are recorded in the vicinity within similar environments to the property and the property is archaeologically sensitive. This archaeological sensitivity is primarily due to environmental setting, with level, sandy, well-drained soils in proximity to the fresh and saltwater wetlands and water resources of Langsford Pond and Duck Pond and Lobster and Goose Coves, favorable for ancient and historic period land use and occupation.

Historical maps indicate that the Jordan & Gore granite quarry was located in the immediate vicinity of the property and Langsford Pond was expanded in the later 19th century as an ice pond. Historical archaeological sites associated with these industries may be present within the property. Types of archaeological resources that could be present within the property could include artifacts, subsurface soil deposits and features associated with ancient and historic period Native American occupation and land use, as well as the noted historic industrial land uses of the property.

Acquisition of the property for open space will assist to protect and preserve significant historic and archaeological resources that may be present.

These comments are offered to assist in compliance with Massachusetts General Law, Chapter 9, Sections 26-27C (950 CMR 71). Please contact me at this office if you have any questions or require additional information.

Sincerely,



Jonathan K. Patton
Archaeologist/Preservation Planner
Massachusetts Historical Commission

cc: David T. Santomenna, Essex County Greenbelt
Gloucester Conservation Commission
Gloucester Historical Commission
Irene Del-Bono, EEA-DCS

220 Morrissey Boulevard, Boston, Massachusetts 02125
(617) 727-8470 • Fax: (617) 727-5128
www.sec.state.ma.us/mhc

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD
BOSTON, MASS. 02125
617-727-8470, FAX: 617-727-5128

PROJECT NOTIFICATION FORM

Project Name: **Preservation of the Annisquam Woods Property**

Location / Address: located off Hutchins Court and Tufts Lane

City / Town: Gloucester MA

Project Proponent

Name: City of Gloucester with Essex County Greenbelt Association

Address: 3 Pond Rd.

City/Town/Zip/Telephone: Gloucester, MA 978-281-9781

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

Type of License or funding (specify)

DCR

LAND Grant

Project Description (narrative):

The Gloucester Conservation Commission and Essex County Greenbelt jointly propose to acquire and preserve a 27.4 acre property known as the Annisquam Woods parcel, located off Hutchins Court and Tufts Lane. The property is wooded, supports significant wildlife habitat, and is characterized by Gloucester's typical rugged, boulder-strewn topography.

Does the project include demolition? If so, specify nature of demolition and describe the building(s) which are proposed for demolition.

No demolition

Does the project include rehabilitation of any existing buildings? If so, specify nature of rehabilitation and describe the building(s) which are proposed for rehabilitation.

No rehabilitation of buildings



The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

June 17, 2014

Celia Riechel
LAND Grant Program Supervisor
Division of Conservation Services
Massachusetts Executive Office of Energy & Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: Annisquam Woods Property Land Acquisition, Hutchins Court and Tufts Lane, Gloucester, MA.
MHC #RC.56253.

Dear Ms. Riechel:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the Project Notification Form (PNF), received June 13, 2014, submitted for the proposed land acquisition project referenced above. The project consists of the purchase of approximately 27.4 acres for conservation and open space in Gloucester.

Review of the Inventory of Historic and Archaeological Assets of the Commonwealth indicates that no historic or archaeological resources are recorded in the property. However, ancient Native American archaeological sites are recorded in the vicinity within similar environments to the property and the property is archaeologically sensitive. This archaeological sensitivity is primarily due to environmental setting, with level, sandy, well-drained soils in proximity to the fresh and saltwater wetlands and water resources of Langsford Pond and Duck Pond and Lobster and Goose Coves, favorable for ancient and historic period land use and occupation.

Historical maps indicate that the Jordan & Gore granite quarry was located in the immediate vicinity of the property and Langsford Pond was expanded in the later 19th century as an ice pond. Historical archaeological sites associated with these industries may be present within the property. Types of archaeological resources that could be present within the property could include artifacts, subsurface soil deposits and features associated with ancient and historic period Native American occupation and land use, as well as the noted historic industrial land uses of the property.

Acquisition of the property for open space will assist to protect and preserve significant historic and archaeological resources that may be present.

These comments are offered to assist in compliance with Massachusetts General Law, Chapter 9, Sections 26-27C (950 CMR 71). Please contact me at this office if you have any questions or require additional information.

Sincerely,


Jonathan K. Patton
Archaeologist/Preservation Planner
Massachusetts Historical Commission

xc: David T. Santomenna, Essex County Greenbelt
Gloucester Conservation Commission
Gloucester Historical Commission
Irene Del-Bono, EEA-DCS

220 Morrissey Boulevard, Boston, Massachusetts 02125
(617) 727-8470 • Fax: (617) 727-5128
www.sec.state.ma.us/mhc

RECEIVED

JUN 25 2014

CITY OF GLOUCESTER CONSERVATION

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH
Does the project include new construction? If so, describe (attach plans and elevations if necessary).

No new construction

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A (continued)

To the best of your knowledge, are any historic or archaeological properties known to exist within the project's area of potential impact? If so, specify.

What is the total acreage of the project area?

Woodland _____	acres	Productive Resources:	
Wetland _____	acres	Agriculture _____	acres
Floodplain _____	acres	Forestry _____	acres
Open space _____	acres	Mining/Extraction _____	acres
Developed _____	acres	Total Project Acreage _____	acres

What is the acreage of the proposed new construction? _____ acres

What is the present land use of the project area?

Please attach a copy of the section of the USGS quadrangle map which clearly marks the project location.

This Project Notification Form has been submitted to the MHC in compliance with 950 CMR 71.00.

Signature of Person submitting this form: _____ Date: _____

Name: _____

Address: _____

City/Town/Zip: _____

Telephone: _____

REGULATORY AUTHORITY

950 CMR 71.00: M.G.L. c. 9, §§ 26-27C as amended by St. 1988, c. 254.





**CITY OF GLOUCESTER
OPEN SPACE AND RECREATION
ADVISORY COMMITTEE**

John McElhenny (Chair)
Noel Mann
Charles Crowley (Vice Chair)
Susan Hedman (Secretary)
Patti Amaral
Heidi Wakeman
Jerry Goulart

June 18, 2014

Celia Riechel
Executive Office of Energy and Environmental Affairs
100 Cambridge Street – Suite 900
Boston, MA 02114

Re: LAND Grant Application: Annisquam Woods, Gloucester

Dear Ms. Riechel:

On behalf of the City of Gloucester's Open Space and Recreation Advisory Committee (OSRC) I am writing in support of an application by the City of Gloucester that will allow the Essex County Greenbelt Association to acquire property off Hutchinson Court (Parcels 115-79 and 125-71) referred to as Annisquam Woods, and the City to hold a Conservation Restriction. At our meeting of February 27th, we voted 7-0 to support Essex County Greenbelt's effort to acquire these parcels by seeking Community Preservation Act funds, a LAND grant and private donations.

The OSRC also notes that acquisition of these parcels are consistent with the City's 2010 -2017 Open Space and Recreation Plan that called for identifying key parcels that abut Dogtown (the abutting area is now referred to as "the North Gloucester Woods":

Goal 5. Strategic Preservation of Open Space

The City should clarify its open space and recreational interests so that development activities can be managed to preserve those interests.

Strategies:

- a. Define Dogtown by metes and bounds and identify abutting private parcels that are critical to the open space and recreational value of the area;

Furthermore, Table 5 of the 2011 North Gloucester Woods study, completed with the support of CPA funds, identified these parcels as important "Potential Parcels for Protection". Community members strongly expressed the desire to preserve an existing trail network in the North Gloucester Woods area that includes trails on numerous private parcels including these two (Table 5 and Map 3 from that study are attached).

Sincerely yours,

A handwritten signature in black ink, appearing to read "John McElhenny", with a long, sweeping horizontal stroke extending to the right.

John McElhenny, Chairman

Cc: Ken Whittaker, Conservation Agent, City of Gloucester
David Santomenna, Essex County Greenbelt Association

Meeting Minutes Thursday February 27, 2014

CITY OF GLOUCESTER

Open Space and Recreation Committee

3 Pond Road, Gloucester, MA 01930
Tel 978-281-9781 (c/o the Community Development Department)

attending members: Steve Winslow, John McElhenry, Heidi Wakeman, Patti Amarel, Susan Hedman, Charlie Crowley, Noel Mann, Jerome Goufart

guest: David Santomenna representative from Greenbelt

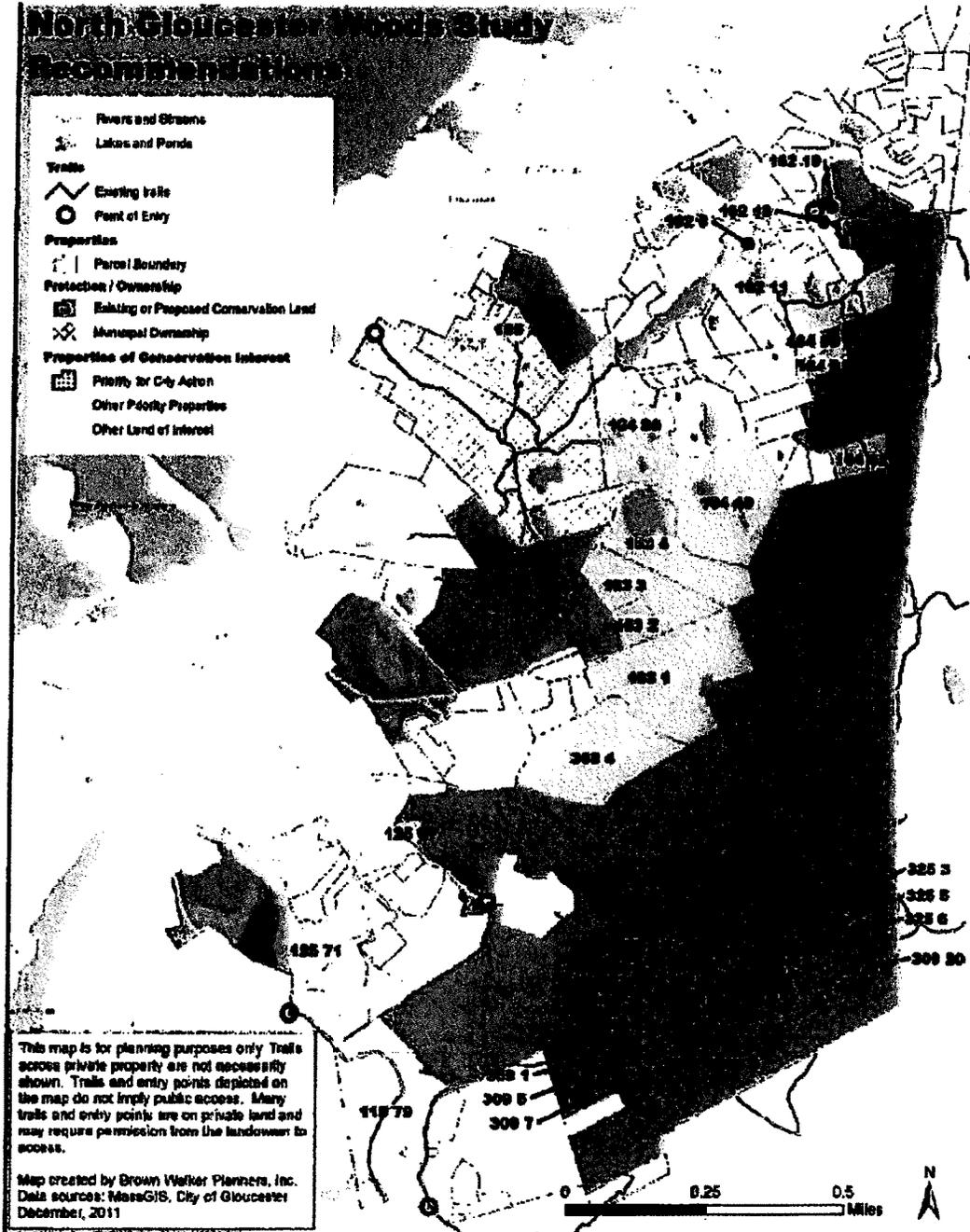
Greenbelt-Annisquam Woods: David Santomenna was invited to speak about his reasons for visiting the meeting. He informed the committee about a proposed land acquisition in Gloucester, The Annisquam Woods. This would be a joint project with the City of Gloucester and Greenbelt, where the city buys the conservation restriction, but Greenbelt does land management. This 30 acre parcel is already permitted for cluster development of 27 units by Summer House Associates. Greenbelt has negotiated an agreement in principal to purchase most of the property for the price of \$800,000 with 4 lots left to be developed off Hutchinson Ct. This price is considered to be below market value. The current agreement with Greenbelt allows them through April 2015 to complete the transaction. The Greenbelt is looking for funding for this project and hoped to be able to work with the City of Gloucester through the grants process. There is a Local Acquisition State Grant that the city can apply for. With this grant the city would have to commit the money and hope for the grant be approved and then get the money refunded. There is also the CPA and this project would be eligible for CPA grant money. David Santomenna was looking for support from the OSRC. The committee found the project to be consistent with the goals of the OSRC, but also wanted to know what other grant projects would come to the CPA in this years grant cycle before fully endorsing this Greenbelt project. Basically, the OSRC wants to know about all grant applications before endorsing any one proposal. There was also a question of whether the grant application for CPA should come through the Conservation Commission, rather than OSRC.

A motion was made to authorize the Chairman John McElhenry to submit an application to the CPA for the Conservation Restriction in the Greenbelt Annisquam Woods project, if the Conservation Commission does not do this. Heidi seconded the motion, The vote was unanimously in favor of this motion. This was in part due to calendar deadlines that would occur before our next meeting, such that there would not be sufficient time to bring the issue back to the OSRC and still apply for the CPA grant.

Table 5: Potential Parcels for Protection

<u>Parcel ID</u>	<u>Owner</u>	<u>Acres</u>	<u>Trail Miles</u>	<u>Study Recommendation</u>	<u>Community Preference⁴</u>
115-79	Cunningham	25.5	0.51	CR with Easement	Important
125-71	Tufts	22.7	0.11	Easement	Important

Map 8





CAPE ANN TRAIL STEWARDS

PO Box 690

Essex, MA 01929

www.capeanntrailstewards.org

Melissa Cryan
Executive Office of Energy and Environmental Affairs
100 Cambridge Street
9th Floor
Boston, MA 02114

June 16, 2014

Dear Ms. Cryan-

I am writing on behalf of the Cape Ann Trail Stewards in support of the conservation of the Annisquam Woods property in Gloucester.

As in many communities, access to open space and the trail networks themselves are threatened by continuing residential development. This project will protect trail connections and improve access to the North Gloucester Woods and abutting Dogtown Commons, two of Gloucester's largest passive recreational areas.

By connecting open space owned by the Essex County Greenbelt and the New England Forestry Foundation, this project will not only improve the opportunity for recreation, but will also protect a corridor for wildlife.

Conservation of this property will protect vernal pool habitat, and protect water quality in several wetlands and ponds that ultimately drain into the Annisquam River.

Cape Ann Trail Stewards is a non-profit organization working to protect, maintain and expand Cape Ann's trail networks. Our board is comprised of representatives of each town as well as representatives from Essex County Greenbelt, Manchester Essex Conservation Trust, and user groups such as the Essex County Trails Association, Cape Ann Climbing Coalition and New England Mountain Bike Association.

Sincerely,

Nicholas Holland
President, Cape Ann Trail Stewards

Helping protect, maintain and expand Cape Ann's trail network

3 Pond Road
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Carolyn A. Kirk
FROM: Tom Daniel, Community Development Director *TD*
CC: Deborah Laurie, CPC Senior Project Manager
RE: Recommendations from the Community Preservation Committee for Round 5, FY2014 Funds
DATE: June 26, 2014

The Community Preservation Committee has received, reviewed and made recommendations on the fifth round of project applications for the Community Preservation Act funding.

Please find attached the Committee's submission of recommended projects for your review, and for forwarding to the City Council for their review and appropriation.

Thank you.

The Community Preservation Committee recommends \$321,679 (FY14) and \$50,000 (FY15) Open Space Reserve in funding for one-time projects. All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to all recommended projects:

1. Projects financed with Community Preservation Act funds must comply with all applicable State and municipal requirements. Funds are administered and disbursed by the City of Gloucester.
2. Project oversight, monitoring, and financial control are the responsibility of the Community Preservation Committee or its designee.
3. The Community Preservation Committee will require quarterly project status updates from Community Preservation Act Fund recipients. Additionally, recipients shall also provide an interim report at the 50% Completion Stage along with budget documentation.
4. All projects will be required to state *"This project received funding assistance from the citizens of Gloucester through the Community Preservation Act"* in their promotional material and, where appropriate, on exterior signage.

Attached are:

1. Summary of Community Preservation Committee Recommendations
2. Project Summaries for each Recommendation
3. Criteria for Project Evaluation adopted and published by the Community Preservation Committee

Community Preservation Fund General Balance available for appropriation is estimated at \$400,000. This includes on a budgeted basis \$233,834 of General Reserve, and estimated FY14 tax revenues and the enhanced state match for FY14. Also, the Committee is proposing to pay off the Newell Stadium debt balance of \$78,000 from the \$400,000 which would leave approximately, \$322,000 to appropriate for round 5, Fiscal Year 2014 funds.

Applications for all projects are available for review in the Community Development Office, Grants Division.

Submitted by: Community Preservation Committee

J.J. Bell, Co-Chair and At-Large
Bill Dugan, Housing Authority
Joseph Orlando, Planning Board
Charlie Crowley, Open Space and Recreation
Scott Smith, At-large

Sandy Dahl-Ronan, Co-Chair and At-Large
John Feener, Conservation Commission
David Rhinelander, Historic Commission
Stacy Randell, At-large

**Summary of Community Preservation Committee Recommendations
For Round 5, FY2014 Funding**

Project #	APPLICANT	PROJECT PURPOSE	CPA CATEGORY	RECOMMENDED AMOUNT
1	Magnolia Library & Community Center	Installation of a sprinkler and fire alarm system	Historic Resource	\$85,000
2	Gloucester Writers Center	Rehabilitation to the Center including roof, gutters, trim etc.	Historic Resource	\$10,000
3	Rocky Neck Art Colony, Inc.	Phase II renovations, including HVAC, installation and storm windows	Historic Resource	\$50,000
4	Cape Ann Historical Association (CA Museum)	Design and installation of a vertical platform ADA lift for auditorium	Historic Resource	\$15,000
5	Historic New England/Beauport the Sleeper-McCann House	Electrical and fire alarm upgrades	Historic Resource	\$20,000
6	Holy Family Parish	Construction of an elevator system for ADA access	Historic Resource	\$50,000
7	Oak Grove Cemetery	Survey and mapping of the cemetery	Historic Resource	\$24,000
8	City of Gloucester DPW working with Cape Ann Women's Softball League	Preliminary design work for installing new playing field lights at Matto's Field	Recreational Land	\$12,679
9	City of Gloucester, Community Development Department	Replacing two ball field backstops at Burnham's Field	Recreational Land	\$50,000
10	Burnham's Field Community Garden, Inc.	Replacement of an existing fence for the expansion of the community garden at Burnham's Field	Recreational Land	\$5,000
11	Gloucester Conservation Commission and Essex County Greenbelt	Preservation of Annisquam Woods Property located off Hutchins Lane & Tufis Lane	Recreational Land	\$50,000 (FY15 open space reserve)
	TOTAL RECOMMENDED			\$371,679

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATIONS FOR FY14, ROUND 5 APPROPRIATION**

The Gloucester Community Preservation Committee recommends that City Council appropriate \$371,679 from the Community Preservation Fund for the projects hereinafter described.

PROJECT NO. 1

**Project Title: MAGNOLIA LIBRARY CENTER INC. - RENOVATIONS
Project Sponsor: MAGNOLIA LIBRARY CENTER, INC.**

The Community Preservation Committee recommends the appropriation of \$85,000 to the MAGNOLIA LIBRARY & COMMUNITY CENTER for the purpose of the rehabilitation and restoration of an historic asset by installing a sprinkler and fire alarm system to protect and preserve the building in the event of fire, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;
2. Project will be subject to bidding procedures;
3. An historic preservation easement will be required.

The Community Preservation Act spending purpose is to rehabilitate an historic resource.

Project Summary:

The Magnolia Library and Community Center (MLCC) continues its efforts with plans to make the building safe for the use by members and the general public. The center offers residents of Gloucester various educational and cultural experiences through programming and events at the Center. The Center operates in a 127 year old structure which has no sprinkler and fire alarm system which would preserve the building in the event of a fire. This project would allow the MLCC to preserve and protect this historic structure that has seen a 41% increase in use over the last year. The total estimated project cost is \$245,630.

PROJECT NO. 2

**Project Title: GLOUCESTER WRITERS CENTER – EXTERIOR RENO & REHAB
Project Sponsor: GLOUCESTER WRITERS CENTER**

The Community Preservation Committee recommends that the City Council appropriate \$10,000.00 to the GLOUCESTER WRITERS CENTER for the purpose of the rehabilitation and restoration of an historic asset by replacing the roof, installation of end vents and fan, transom window including framing and finish work, gutters, and side patching at 126 East Main Street, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

2. Also, contingent upon that the Writer Center will continue to be used as a Writer's Center open to and serving the public as described in their application.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The project will include the above repairs and ensure that the Gloucester Writers Center (GWC) will remain in good condition for long term preservation. The Writers Center was originally built in 1890 and used as a general store by Adolf Voss. The poet Ferrini bought the property in 1948 and lived and wrote in it for over 60 years until his death in 2007. Preserving and enhancing the Ferrini home has been vital to the successful growth of the GWC and the enactment of its mission to preserve, promote and celebrate Cape Ann's rich literary legacy and to insure that diverse voices are heard through writing and the arts. The space is used for writing and hospitality for writers and all in the community interested in writing through their literary readings, community education programs, Writer-in-residence program and by making available original work by authors from the local community and beyond. Total estimated project cost is \$12,000.

PROJECT NO. 3

Project Title: CULTURAL CENTER AT ROCKY NECK, SECOND PHASE RENOVATION
Project Sponsor: ROCKY NECK ART COLONY, INC.

The Community Preservation Committee recommends that the City Council appropriate \$50,000.00 to the ROCKY NECK ART COLONY, INC. for the purpose of preserving an historic asset by repairing and restoring, the Cultural Center at Rocky Neck, 6 Wonson Street, Gloucester, with phase II renovations, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The Rocky Neck Cultural Center has almost completed its first phase of renovations to bring the building into ADA compliance. The second phase of renovations include, HVAC upgrade, kitchen/office build-out, installation of a drainage system, insulation, rear deck rebuilding and installation of ten storm windows for Main Hall. The Art Colony offers the Cultural Center as a public welcome center, art gallery, educational space and community gathering place. Total project cost is estimated at \$159,000.

PROJECT NO. 4

Project Title: DESIGN AND INSTALLATION OF VERTICAL PLATFORM LIFT
Project Sponsor: CAPE ANN HISTORICAL ASSOCIATION (CAPE ANN MUSEUM)

The Community Preservation Committee recommends that the City Council appropriate \$15,000.00 to the CAPE ANN HISTORICAL ASSOCIATION (CAPE ANN MUSEUM) for the purpose of preserving an historic asset which includes the installation of a vertical platform lift to the Museum's auditorium to provide ADA access, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

This project will consist of designing and installing a vertical platform lift to provide ADA approved access to the stage located in the Museum's auditorium. The space is part of the Museum's headquarters at 27 Pleasant Street, Gloucester. Currently the stage is the only public space in the Museum which does not meet ADA requirements. The auditorium seats 180 and is used heavily by the museum throughout the year for its own programming and for collaborative programs done with groups throughout Gloucester, Cape Ann and the North Shore. Total estimated project cost is \$40,000.

PROJECT NO. 5

Project Title: ELECTRICAL REHABILITATION AT BEAUPORT, THE SLEEPER-MCCANN HOUSE

Project Sponsor: HISTORIC NEW ENGLAND/BEAUPORT

The Community Preservation Committee recommends that the City Council appropriate ~~\$20,000.00~~ to the HISTORIC NEW ENGLAND/BEAUPORT for the purpose of the rehabilitation and restoration of an historic asset by providing electrical upgrades including replacement of fire sensors, removal and re-installation of fixtures, exterior electrical work, upgrade main panel, first and second floor and rewiring of 17 lamps at 75 Eastern Point Boulevard, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary: Historic New England will be updating the antiquated electrical system and installing new fire protection sensors to better preserve and protect Beauport, the Sleeper-McCann House, one of the two National Historic Landmarks in Gloucester. Beauport has been well-maintained cared for over its 107-year life. Starting in 2008, the Museum has made tremendous efforts to secure the exterior envelope of the house by addressing a myriad of moisture issues. With the assistance of various grant awards, including CPA funding, the museum conserved 249 windows, replaced the roof with red cedar shingles and repointed and restored all six chimneys. What remains is an electrical rehabilitation project critical for protecting the historic property from fire and visitors from injury while allowing for increased public use and enjoyment of the facility. Total estimated project cost is \$45,630.

PROJECT NO. 6
Project Title: BUILDING FOR THE FUTURE
Project Sponsor: THE HOLY FAMILY PARISH

The Community Preservation Committee recommends that the City Council appropriate \$50,000.00 to the HOLY FAMILY PARISH for the purpose of the rehabilitation and restoration of an historic asset which includes the construction of an elevator system for ADA access for the parish building, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be June 30, 2016;
2. If the St. Ann's Church is ever sold, the CPA award will be required to be paid back in full;
3. Also, contingent upon the archdiocese or other acceptable entity to the CPC, agreeing that if the building ceases to be a Church open to and serving the general public as currently operated, the CPC will be reimbursed for the total amount of the award.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The proposed project will enable St. Ann's Church to better accommodate the handicap and elderly as well as restore the original structure of the building to extend the current life of the historic building. In the assessment and design stages of the project it was discovered that the supporting sills at the basement level were rotting. These sills are the support for the main structure of the church. The sills will be rebuilt to maintain the main structure and an addition to the main building will be added to accommodate an elevator for ADA compliance. The total project cost is estimated at \$1,650,150.

PROJECT NO. 7
Project Title: REHABILITATION AND RESTORATION OF THE OAK GROVE CEMETERY
Project Sponsor: OAK GROVE CEMETERY

The Community Preservation Committee recommends that the City Council appropriate \$24,000 to the OAK GROVE CEMETERY for the purpose of the rehabilitation and restoration which will include a survey and mapping of the Cemetery, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary: The Oak Grove Cemetery is on the National Register of Historic Places. The overall goals are to improve the main entrance off of Washington street with signage and landscaping; to hire map maker and/or landscape architect to examine the historic plans of the cemetery and create new ones which will allow them to install granite street markers and historic plantings throughout the 11 acres; to create a brochure including a map for visitors and scholars interested in self-guided tours; and to complete the assessment of the Bradford Chapel, the keystone of the cemetery, so it can eventually be open for burials and educational programming. All of these improvements will contribute to preserving the cemetery, but also to create a more welcoming and educational experience for visitors. The total estimated project cost is \$40,000.

PROJECT NO. 8

Project Title: LIGHT UP MATTOS – DESIGN STAGE 1

Project Sponsor: CAPE ANN WOMEN'S SOFTBALL LEAGUE WORKING WITH CITY OF GLOUCESTER DPW

The Community Preservation Committee recommends that the City Council appropriate \$12,679.00 to the CAPE ANN WOMEN'S SOFTBALL LEAGUE for the purpose of rehabilitating and restoring a recreational resource by conducting preliminary design work for installing new playing field lights at Mattos Field on Webster Street, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following conditions:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

The purpose of this project is to perform preliminary design work for installing new playing field lights at Mattos Field. The new lighting posts must meet new wind code specifications and the ground conditions must be evaluated to determine which type of foundations are needed based on soil conditions. The scope of the work will include performing geotechnical borings by a drilling contractor and a Geotechnical Evaluation Engineer, all done as a preliminary work in preparation for new playing field lights to be installed at Mattos Field. Project cost is estimated at \$12,679.

PROJECT NO. 9

Project Title: BURNHAM'S FIELD BALL FIELD BACKSTOP REPLACEMENT

Project Sponsor: CITY OF GLOUCESTER COMMUNITY DEVELOPMENT DEPARTMENT

The Community Preservation Committee recommends that the City Council appropriate \$50,000 to the GLOUCESTER COMMUNITY DEVELOPMENT DEPARTMENT for the purpose of rehabilitating and restoring a recreational resource as part of the Burhham's Field Phase I project to replace two ball field backstops, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary: The Burnham's Field Phase I Construction project is well underway. The base bid and five alternatives will be accomplished, however, it did not include the back stops for the two fields. The current backstops at Burnham's are rusted, falling apart in various locations and are beyond repair. The plan is to match the backstops with the same type of fencing used in the Phase I Construction project which consists of a high quality, coated fencing that will last a lot longer and fits into the overall design of the Park. Total project cost is estimated at \$50,000.

PROJECT NO. 10

Project Title: BURNHAMS FIELD COMMUNITY GARDEN FENCE REPLACEMENT

Project Sponsor: BURNHAMS FIELD COMMUNITY GARDEN, INC.

The Community Preservation Committee recommends that the City Council appropriate \$5,000.00 to the BURHAMS FIELD COMMUNITY GARDEN, INC. for the purpose of the rehabilitation and restoration of recreational land by replacing an existing fence with the expansion of the community garden at Burnham's field, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

The project overall will consist of expanding the community garden to have a total of 28 plots, 33 yards of soil to fill the plots, a new fence to enclose the garden and compost area and additional ground cover including geothermal fabric and gravel. The Community Garden has had a great impact for families in the area and to be able to grow local, organic produce in the downtown area. For the last three years there has been a waiting list for the plots. The expansion will be completed in the spring of 2015, as to not interrupt this year's growing season. It will also, enhance the improvements to the Burnham's Field Phase I construction project. Total project cost is estimated at \$9,050.

PROJECT NO. 11

Project Title: PRESERVATION OF THE ANNISQUAM WOODS PROPERTY

Project Sponsor: GLOUCESTER CONSERVATION COMMISSION AND ESSEX COUNTY GREENBELT ASSOCIATION

The Community Preservation Committee recommends that the City Council appropriate \$50,000.00 of FY15 Open Space Reserve to the GLOUCESTER CONSERVATION COMMISSION AND ESSEX COUNTY GREENBELT for the purpose of the preserving open space by acquiring the Annisquam Woods parcel (27.4 acres), located off Hutchins Court and Tufts Lane, Gloucester, MA, and protecting it from development as well as protecting wildlife habitat and water resources, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be April 1, 2015;
2. A Conservation Restriction will be required.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary: The Gloucester Conservation Commission and Essex County greenbelt jointly propose to acquire and preserve a 27.4 acre property known as the Annisquam woods parcel. The property is wooded, supports significant wildlife habitat and is characterized by Gloucester's typical rugged, boulder-strewn topography. The City will own the perpetual conservation restriction over the property and Greenbelt will own the restricted fee interest in the property with responsibility of all property stewardship tasks, including trail construction and maintenance, parking lot construction and maintenance, installation and maintenance of signage, and other related property management tasks. Without the purchase and conservation restriction of this parcel, there is a significant risk that the already permitted subdivision could be immediately developed and its value as open space would be lost forever. The total project cost is \$825,000. -

Community Preservation Criteria

General Evaluation Criteria

1	Eligible for Community Preservation Act Funding	√
2	Consistent with various plans which are relevant to and utilized by the City regarding open space, recreation, historic resources and affordable housing	
3	Preserve and enhance the essential character of Gloucester	
4	Protect resources that would otherwise be threatened	
5	Serve more than one CPA purpose of demonstrate why serving multiple needs is not feasible	
6	Demonstrate practicality and feasibility, and that the project can be implemented within budget/ on schedule	
7	Produce and advantageous cost/benefit value	
8	Leverage additional public and/or private funds or receive partial funding from other sources and/or voluntary contributions of goods and services	
9	Preserve or improve city owned assets	
10	Receive endorsement from other municipal boards or departments and broad-based support from community members	

Open Space Criteria

1	Permanently protect important wildlife habitat, particularly areas that include: locally significant biodiversity; variety of habitats with a diversity of geologic features and types of vegetation; endangered habitat or species of plant or animal	
2	Preserve active agricultural use	
3	Provide opportunities for passive recreation and environmental education	
4	Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats	
5	Provide connections with existing trails or protected open space	
6	Acquire land or easements for potential trail linkages	
7	Preserve scenic and historic views	
8	Border a scenic road	
9	Protect drinking water quantity and quality	
10	Provide flood control/storage	
11	Preserve and protect important surface water bodies, including streams, wetlands, vernal pools, riparian zones or Areas of Critical Environmental Concern (ACEC)	
12	Buffer protected open space, or historic resources	

Historic Preservation Evaluation Criteria

1	Protect, preserve, enhance, restore and/or rehabilitate historical, cultural, architectural or archaeological resources of significance, especially those that are threatened	
2	Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance	
3	Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site	
4	Demonstrate a public benefit	
5	Ability to provide permanent protection for the historic resource	

Community Housing Evaluation Criteria

1	Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws	
2	Promote a socioeconomic environment that encourages a diversity of incomes	
3	Provide housing that is harmonious in design and scale with the surrounding community	
4	Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B	
5	Ensure long-term affordability	
6	Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals	
7	Provide affordable rental and affordable ownership opportunities	
8	Promote use of existing buildings or construction on previously-developed or city-owned sites	

Public Recreation Evaluation Criteria

1	Addresses a need or objective identified in a City plan	
2	Serves a significant number of residents	
3	Preserves and expands the range of recreational opportunities available to city residents of all ages and abilities, including those at-risk of obesity as identified through the Get Fit Gloucester! Community Action Plan	
4	Promotes recreational activities	
5	Maximizes the utility of land already owned by city	
6	Promotes the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities	
7	Preserves and enhances the natural habitat functions and values of open space for wildlife	

Memorandum

To: Mayor Carolyn A. Kirk
From: Noreen Burke, Public Health Director *NB*
CC: Joan Whitney, Healthy Gloucester Collaborative Director, Rich Sagall, Chair Board of Health
Date: June 25, 2014
Re: Mass Department of Public Health (MDPH), Bureau of Substance Abuse Services (BSAS), Mass Opioid Abuse Prevention Regional Collaborative Award (MOAPC)

Dear Mayor Kirk,

The Gloucester Health Department seeks Mayoral and City Council approval to accept the 2nd of a 3 year award of the Massachusetts Opioid Abuse Prevention Collaborative (MOAPC) in the amount of \$100,000. The time period for expenditure of these funds will be from July 1st 2014 to June 30th 2015. Subject to success of the regional partnership and grant deliverables, the funding is expected to have 2 options to renew for 2 years each through June 30, 2020. The total maximum obligation of the MOAPC grant award is \$700,000. The City of Gloucester Health Department is the lead community and fiscal agent for the grant.

During Year 1 funding Healthy Gloucester Collaborative Director Joan Whitney led a regional assessment process among Gloucester, Danvers and Beverly stakeholders that culminated in the submission of a Regional Strategic Plan to the funder. The Strategic Plan is currently under review for funder approval.

If approved the Regional Strategic Plan targets the following intervening variables related to opioid consumption across the three communities. 1. Community norms favorable to drug use; 2. Ease of Access; 3. Low Perception of Risk/harm; 4. Intergenerational Use; and 5. Co-morbid mental health issues and Substance Abuse.

The intervening variables related to opioid consequences as identified by Cluster (Gloucester, Danvers, Beverly) stakeholders include: 1. Barriers to Calling 911/Contacting Emergency Services out of fear of police involvement or loss of secondary services; 2. Loss of Tolerance: due to abstinence, detoxification, and or treatment; 3. Concomitant Drug use; 4. Co-morbid Mental Health issues and substance abuse; and 5. Lack of Provider Knowledge and Practices integrating opioid overdose prevention and reversal strategies.

June 25, 2014

The Cluster Consumption strategies identified by Cluster stakeholders include: 1. Installation of a Cluster-wide Medications Disposal and safe Storage Program; 2. Implementation of a mass media campaign to increase public awareness of the harm of opioid misuse; 3. Implementation of a youth driven awareness campaign targeting 12-19 year olds of opioid misuse harm; 4. Improved screening and prescribing practices of pediatric health care providers.

The Cluster Consequence strategies seek to: 1. Increase public awareness and understanding of the Good Samaritan Law; 2. Increase community based service provider knowledge of overdose prevention and reversal; 3. Increase healthcare provider knowledge and practice of opioid overdose prevention and nasal Narcan prescribing; 4. Increase the integration of behavioral health overdose prevention and nasal Narcan access practices; and 5. Increase law enforcement interagency practices and policy to: carry nasal Narcan; Increase diversion to treatment; and distribute overdose prevention information to active users and bystanders.

Staff will be available to answer City Council questions.

Thank You for your support and approval of this Regional Opioid Abuse Prevention Collaborative 2nd year award.



**City of Gloucester
Grant Application and Check List**

Granting Authority: State Federal X Other

Name of Grant: Massachusetts Opioid Abuse Prevention Collaborative (MOAPC)

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: Massachusetts Department of Public Health. (MDPH). Bureau of Substance Abuse Services (BSAS)

Object of the application: To provide financial support for groups of municipalities to enter into formal, long-term agreements to share resources and coordinate activities to address the issue of opioid misuse and abuse, and unintentional deaths and non-fatal hospital events associated with opioid poisonings in Gloucester, Beverly and Danvers.

Any match requirements: No cash match. In-Kind Staffing, Materials and Equipment match only.

Mayor's approval to proceed: *[Signature]* 7/1/14
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

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

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

Grant Budget by line item account:

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

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

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: City of Gloucester, Health Dept.

ACCOUNT NAME: Mass Opioid Abuse Prevention Collaborative (MOAPC)

FUND NUMBER AND NAME: (N/A FOR NEW FUND) 292082

CFDA # (Required for Federal Grants): 93.959

DATE PREPARED: 6/20/2014

OBJECT	ORIGINAL BUDGET	APPROVED		REVISED BUDGET
		AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4_____)				
45800	\$100,000.00			\$100,000.00
				\$0.00
				\$0.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00
EXPENSE (5_____)				
51000	\$47,250.00			\$47,250.00
51250	\$15,100.00			\$15,100.00
51720	\$1,250.00			\$1,250.00
51740	\$6,698.58			\$6,698.58
51750	\$6.43			\$6.43
51840	\$905.00			\$905.00
51860	\$5,600.00			\$5,600.00
52000	\$19,000.00			\$19,000.00
54000	\$2,000.00			\$2,000.00
57100	\$989.99			\$989.99
57110	\$1,200.00			\$1,200.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

FORM: AUDIT ACCOUNT BUDGET - V1



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

JOHN W. POLANOWICZ
SECRETARY

LAUREN A. SMITH, MD, MPH
INTERIM COMMISSIONER

May 3, 2013

TO: City Of Gloucester

RE: Contract# INTF2354M04301822059

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM:

Must be signed and dated (Preferred BLUE INK). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at: www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD Forms.

All attachments MUST be completed for your contract package to be processed.

As of July 1, 2011 the POS Office will no longer be making copies of a completed contract package and returning to your contract manager. The POS Office will continue to send copies of all forms signed by a Department representative. Please make copies of all relevant documents for your files before sending your completed packet to the POS Office.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM:

An original Contractor Authorized Signatory Listing form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the Contract Authorized Signatory Listing (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the Contractor Authorized Signatory Listing changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact Sokonthea Dao at 617-624-6190 . An original contract package must be completed by May 13, 2013 and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington Street, 8th Floor
Boston, MA 02108-4619
ATTENTION: Sokonthea Dao

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form 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) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City Of Gloucester (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 9 Dale Ave Ste 9, Gloucester, MA 019303000		Business Mailing Address: .250 Washington St., Boston, MA 02108	
Contract Manager: Noreen Burke		Billing Address (if different):	
E-Mail: nburke@gloucester-ma.gov		Contract Manager: Sokonthea Dao	
Phone: 978-282-8016	Fax: 978-281-9729	E-Mail: sokonthea.dao@state.ma.us	
Contractor Vendor Code: VC6000192096		Phons: 617-624-6190	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF2354M04301822059	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended), \$ <u>700,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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: ____ agree to standard 45 day cycle <input checked="" type="checkbox"/> <u>statutory/legal</u> or Ready Payments (<u>G.L. c. 29, § 23A</u>); 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.) Serv. Purchased in Supp. Of Human and Social Serv. Massachusetts Opioid Abuse Prevention Collaborative (MOAPC)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 2013</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <u>PRIOR</u> 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>06/30, 2020</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 "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <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 <u>801 CMR 21.07</u> , 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>5/10/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carolyn A. Kirk</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>5/14/2013</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: City of Gloucester
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192096

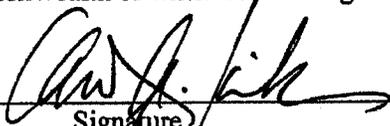
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In 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 A. 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: 2/22/13

Title: Mayor Telephone: 978-281-9700
Fax: 978-827-9738 Email: ckirk@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.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: City of Gloucester
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192096

PROOF OF AUTHENTICATION OF SIGNATURE

It is required 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 Anderson Kirk

Title: Mayor

X 

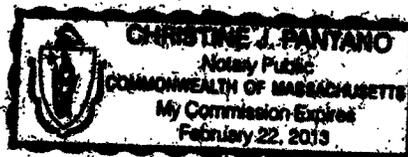
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, Christine J. Pantano (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:

Feb. 22, 20 13

My commission expires on:



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

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

SUBCONTRACTOR IDENTIFICATION LIST

Vendor Name: City of Gloucester **Vendor VC No.:** VC6000192096
Partnership for Opiate
Prevention and
Leadership:
Gloucester, Beverly,
Program Name: Danvers **Contract ID:** INTF2354M04301822059

Instructions: Providers/vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors/providers are added or deleted. This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

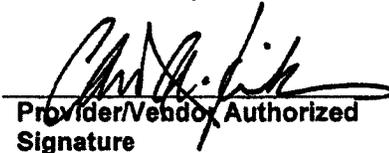
Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

1. **Total Subcontract Dollars*** \$ 17,000

2. **Amount of #1 allocated to identified subcontractors**
(list below): \$ 17,000

Subcontractor Name/Agency Identifier	Subcontract Amount	Type of Service Provided and Number of Service Users, if applicable
DanversCARES	\$ 8,500	Costs for program implementation local to the City of Danvers, one of the three partners but not the "Lead Community"
City of Beverly	\$ 8,500	Costs for program implementation local to the City of Beverly, one of the three partners but not the "Lead Community"
TOTAL		
	\$17,000	

3. **Amount of #1 not yet allocated to identified subcontractors:** \$ 0

Submitted by:  **Date:** 5/10/13 **Phone:** 978-281-9700
Provider/Vendor Authorized Signature

Approved by: _____ **Date:** _____ **Phone:** _____
DPH Program Manager

* For contracts using Attachment 3, the Program Budget Form, 2 + 3 must = Line 206 of the form.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



CITY OF GLOUCESTER
OFFICE OF THE MAYOR

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

14 JUN 19 AM 10:34
CITY CLERK
C. STEPHEN MA

TO: City Council
FROM: Paul McGeary, Acting Mayor 
DATE: June 19, 2014
RE: Addendum to the Mayor's Report for the June 24, 2014 City Council Meeting

Councilors:

Enclosure 1 is a memorandum from Chief Financial Officer John Dunn requesting City Council approval of a Loan Order to cover costs of the rental of swing space for students displaced by the West Parish School construction project. *Please refer this matter to the Budget and Finance subcommittee for review and approval.* Appropriate City staff will be available to answer questions and provide further information as required.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9707
FAX 978-281-8472
jdunn@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

To: Paul M. McGeary, Acting Mayor
From: John P. Dunn, CFO 
Date: June 20, 2014
Re: West Parish Elementary School Loan Order

I have been asked to provide a form of Loan Order to cover the costs of the rental of swing space for the students displaced by the School construction project. In a conversation with Bond Counsel, she indicated that MSBA would not allow a change in the already existing construction loan order for the School as there is an executed Project Funding Agreement in place. She suggested that we ask the Council to approve a separate loan order to cover the costs of such rental.

I have attached the form of loan order as supplied by Bond Counsel to accomplish this.

Additional School Loan Order

Ordered: That the City of Gloucester appropriates Four Hundred Thousand Dollars (\$400,000) to pay costs of additional costs of constructing and furnishing and equipping a new West Parish Elementary School, including paying the costs of engineering and architectural plans and specifications, acquisition or securing of space associated with housing students at a different, non-city owned location (including renovation costs as necessary to retro-fit the space to suit its needs) and purchasing modulars for the transition, and including the payment of all costs incidental or related thereto. To meet this appropriation the Treasurer, with the approval of the Mayor is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The Mayor and any other appropriate official of the City are authorized to apply for and accept any and all grants or gifts that may be available to the City to pay costs of the project.

Further Ordered: That the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any or all of the bonds authorized by this order and to provide such information and execute such documents as the Municipal Finance Oversight Board may require for these purposes.

RE: Question Raised by Council for Legal Opinion

Suzanne Egan

Sent: Wednesday, June 25, 2014 11:45 AM

To: Dana Jorgensson

Cc: Paul McGeary; Greg Verga; Linda Lowe

Good Morning,

The city charter provides at section 3-10(b) powers of Acting Mayor- the acting mayor shall have all of the powers of the mayor except that he shall not make any permanent appointment or removal to or from any office unless the disability of the mayor shall have continued for more than sixty days, nor shall he approve or disapprove of any measure passed by the city council unless the time within which the mayor must act would expire before the return of the mayor. During any period in which the city council president, or vice president, is serving as acting mayor he shall not vote as a member of the city council.

As acting mayor Councilor McGeary had all of the powers of the mayor and thus forwarding the loan order for the St. Anne's School Lease to the council was within his authority.

If you need any further clarification please let me know.

Thank you,

Suzanne

From: Dana Jorgensson

Sent: Wednesday, June 25, 2014 11:05 AM

To: Suzanne Egan

Cc: Paul McGeary; Greg Verga; Linda Lowe

Subject: Question Raised by Council for Legal Opinion

Suzanne: At last evening's City Council meeting, Councilor Verga, under the Council's Consent Agenda asked for your opinion regarding the matter of the Loan Order for the St. Ann School Lease if it was appropriate for Acting Mayor McGeary to forward that matter to the Council.

A response at your earliest convenience will be greatly appreciated. Thank you very much.

Dana C. Jorgensson

Clerk of Committees

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

TO: City Council
FROM: Carolyn A. Kirk, Mayor
DATE: July 2, 2014
RE: Addendum to the Mayor's Report for the July 8, 2014 City Council Meeting

Carolyn A. Kirk

14 JUL - 2 PM 1:18
CITY CLERK
GLOUCESTER, MA

Councillors:

Enclosure 1 is a memorandum from Dr. Richard Safier, Superintendent of Schools, in addition to Supplemental Appropriation-Budgetary Requests (#2015-SA-1 and #2015-SA-2). *Please refer this matter to the Budget and Finance subcommittee for review and approval.* Dr. Safier and City Auditor Kenny Costa will be available to answer questions and provide further information as required.

Gloucester Public Schools

Our mission is for all students to be successful, engaged, lifelong learners

Richard Safier, Ed.D.
Superintendent of Schools
2 Blackburn Drive
Gloucester, MA 01930
Phone: (978) 281-9800 / Fax: (978) 281-9899
Email: rsafier@gloucester.k12.ma.us

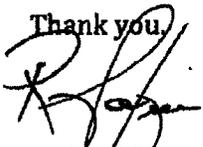
July 2, 2014

Mayor Kirk,

The school district is prepared to implement the 1:1 digital environment for the 2014-15 school year. To do so, we need to request funds for that purpose. The total cost of the request is \$270,850. The City Council has appropriated \$270,850.00 per certificate of vote: 2014-107 for the purpose of earmarking funds for the school department technology into the Capital Project Stabilization Fund 850000. According to the Auditor's Office, the stabilization fund only holds funds. Expenditures cannot be made directly from the capital project stabilization fund. Use of the funds, requires that the City Council appropriate the funds from the capital project stabilization fund where the funds are being held for the school to a capital project fund where the district can encumber and expend funds. The capital project fund number is 850005 - School Technology CP Stabilization Fund. Once the City Council has voted and hopefully approved this request, the Auditor will create the new fund with the accounts specified by the district.

Attached you will find a spreadsheet detailing the anticipated spending. Quotes will be provided for the Building and Finance Subcommittee.

Thank you,



Richard Safier

2014-15 Budget Costs for 1:1 Digital Environment

Item	Amt.	Cost per Unit	Est. Cost
High School Chromebooks	235	\$254.00	\$59,690
Middle School Chromebooks	240	\$254.00	\$60,960
Middle School Teachers	50	\$254.00	\$12,700
Elementary Chromebooks	60	\$254.00	\$15,240
Service and spares	20	\$254.00	\$5,080
IT Staff Member	1	\$50,000.00	\$50,000
Insurance	120	\$30.00	\$3,600
Textbooks and Online Resources	1	\$5,955.00	\$5,955
Charging stations (Carts)	9	\$1,500.00	\$13,500
Summer PD (3 days)	1	\$21,200.00	\$21,200
Student Tech Corps	1	\$1,000.00	\$1,000
Student Tech Corps Staff Coordinator	1	\$1,300.00	\$1,300
Chromebook Cases	250	\$22.00	\$5,500
Management of Chromebooks	605	\$25.00	\$15,125
			\$270,850

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2015**

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

APPROPRIATION # 2015-SA- 1 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: Mayor's Office

APPROPRIATION AMOUNT: \$ 197,350.00

Account to appropriate from:	Unfund Account #	<u>850000.10.995.59600.0000.00.000.00.059</u>
	Account Description	<u>Capital Proj. Stab. -Trans. Out-to Trust & Ag Fds</u>
Balance Before Appropriation	\$	<u>517,253.91</u>
Balance After Appropriation	\$	<u>319,903.91</u>

Account Receiving Appropriation:	Unfund Account #	<u>850005.10.995.49700.0000.00.000.00.040</u>
	Account Description	<u>School Technology CP Stabilization Fund-Transfer In-Trust</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>197,350.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriate Capital Project Stabilization Funds for the purpose of implementing the School District's plan of a 1:1 digital environment for the 2014-2015 school year.

APPROVALS:

DEPT. HEAD:		DATE: <u>7/2/14</u>
ADMINISTRATION:		DATE: <u>7/2/14</u>
BUDGET & FINANCE:	_____	DATE: _____
CITY COUNCIL:	_____	DATE: _____

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2015**

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

APPROPRIATION # 2015-SA- 2 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: Mayor's Office

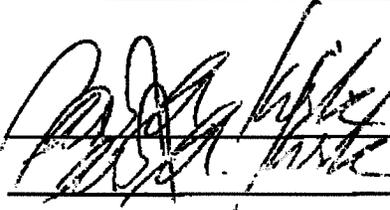
APPROPRIATION AMOUNT: \$ 73,500.00

Account to appropriate from:	<i>Unfund Account #</i>	<u>850000.10.995.59600.0000.00.000.00.059</u>
	<i>Account Description</i>	<u>Capital Proj. Stab. -Trans. Out-to Trust & Ag Fds</u>
Balance Before Appropriation	\$	<u>319,903.91</u>
Balance After Appropriation	\$	<u>246,403.91</u>

Account Receiving Appropriation:	<i>Unfund Account #</i>	<u>101000.21.370.53800.2305.00.270.00.052</u>
	<i>Account Description</i>	<u>General Fund School Department, Main Office Contingency</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>73,500.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriate Capital Project Stabilization Funds for the purpose of implementing the School District's plan of a 1:1 digital environment for the 2014-2015 school year.

APPROVALS:

DEPT. HEAD:  DATE: 7/2/14

ADMINISTRATION: _____ DATE: 7/2/14

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____