

CITY CLERK
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GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, June 4, 2015 – 5:00 p.m.
1st Fl. Council Committee Rm. – City Hall

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

1. *Memorandum from General Counsel and the Inter-municipal Agreement with the Towns of Rockport & Manchester-by-the-Sea re: District Veterans' Services Office*
2. *Memorandum from EMS Coordinator re: updating City of Gloucester Fire Department Ambulance Service Billing & Collection Policy*
3. *Memorandum, Grant Application & Checklist from the Community Development Department re: U.S. Economic Development Administration Public Works & Economic Adjustment Assistance Grant-Blackburn Seafood Processing Cluster*
4. *Memorandum & Loan Order from the Chief Financial Officer re: the U.S. Economic Development Administration Public Works and Economic Adjustment Assistance Grant to provide the city's match funding in the amount of \$555,500*
5. *Memorandum, Grant Application & Checklist from the Community Development Department re: PARC Grant from the Executive Office of Energy & Environmental Affairs – Light Up Mattos Field*
6. *Special Budgetary Transfer Request (2015-SBT-44) from the Community Development Department*
7. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

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

CC: Mayor Theken
Jim Destino
Kenny Costa
John Dunn
Linda T. Lowe
Tom Daniel
Sander Schultz
Adam Curcuru

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
LEGAL DEPARTMENT**

Memorandum

TO: Members of the Gloucester City Council

FROM: Charles J. Payson 
General Counsel

RE: District Veterans' Services Agreement

DATE: May 20, 2015

In recent months, the City has sought to establish a District Veterans' Services Office in order to better serve the veterans population on Cape Ann. In order to do so, the City has negotiated an Inter-Municipal Agreement with the towns of Rockport and Manchester-by-the-Sea.

The boards of selectmen in Rockport and Manchester-by-the-Sea have authorized this Agreement, and have signed it, as is required by law. The Mayor has approved it as is evident by her signature, also as is required by law. The final step is for the City Council to authorize the agreement with a favorable vote.

Accordingly, attached hereto, for the City Council's consideration, please find a copy of the Inter-Municipal Agreement.

Thank you.

Attachment

INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF GLOUCESTER AND THE
TOWNS OF ROCKPORT AND MANCHESTER-BY-THE
SEA

DISTRICT VETERANS' SERVICES OFFICE

THIS AGREEMENT dated as of this 12th day of May, 2015 ("Agreement") by and between the City of Gloucester (hereinafter "Gloucester"), the Town of Rockport (hereinafter "Rockport"), and the Town of Manchester-by-the-Sea (hereinafter "Manchester")

WITNESSETH THAT:

WHEREAS, Gloucester, Rockport and Manchester desire to share the benefits and costs associated with a veterans' district office; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, §4A and G.L. c. 115, §10;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. District Veterans' Services Office. It shall be the intent of the parties to this Agreement to create a District Veterans Services Office ("DVSO").
2. DVSO Office. During the Term of this Agreement, as defined below, Gloucester, Rockport and Manchester shall assume their respective shares of the costs associated with a DVSO as outlined in Section 9, subsection a. of this Agreement. The parties shall share the services of a District Veterans' Services Officer ("DVSO") and a District Veterans' Services Clerk ("DVSC"), and other personnel required to staff the DVSO, pursuant the state Department of Veterans' Services minimum personnel staffing requirements or as otherwise approved by the state Department of Veterans' Services.
3. Term. The term of this Agreement ("Term") shall commence on the date of execution hereof, and shall expire on three (3) years from the date of execution of this Agreement unless earlier terminated as set forth in Section 10 of this Agreement. On or before July 1 of each year during the Term, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.
4. District Board. Upon full execution of this Agreement, and approval by the state Department of Veterans' Services, in accordance with G.L. c. 115, §11, a District Board, comprised of the Mayor of Gloucester (or his/her designee), and the Chairman of the Boards of

Selectmen (or their designees) of the Towns of Rockport and Manchester, shall be created. Each member shall have an equal vote, on all matters that come before the Board. The Board shall meet on at least a quarterly basis; all meetings of the Board shall comply with the Open Meeting Law and Public Records Law.

5. Identity and Hiring of Personnel Staffing for the District. Gloucester employs one veterans' services officer and one clerical support staff which shall, upon execution of this agreement, become the DVSO and the DVSC. The DVSO shall be tasked with the hiring/firing of any and all subordinate staff including the DVSC. All costs for hiring the DVSO and DVSO staff, including but not limited to compensation, benefits, workers compensation, unemployment compensation, and other insurances, and the like, shall be borne by Gloucester.

6. Business Hours and Locations with the District. Gloucester's main office for veterans' services is located at 12 Emerson Avenue, Gloucester, MA, and maintains regular business hours from 8:30 a.m. to 4:00 p.m. Monday through Wednesday, 8:30 a.m. to 6:30 p.m. on Thursday and 8:30 a.m. to 12:30 p.m. on Friday. The main office in Gloucester shall, upon execution of this agreement, become the district office for veterans' services. Both Manchester and Rockport shall maintain a posting of the location and office hours for the DVSO, in a place where public postings are regularly maintained at the Manchester and Rockport Town Halls, as well as at the location of any local veterans' services offices.

7. Duties: General. Gloucester shall provide the personnel for the district with the following stipulations:

- a. Duties shall be performed in the Gloucester Veterans' Office during regularly scheduled business hours from 8:30 a.m. to 4:00 p.m. Monday through Wednesday, 8:30 a.m. to 6:30 p.m. on Thursday and 8:30 a.m. to 12:30 p.m. on Friday.
- b. Chapter 115 benefits shall continue to be billed directly to the city/town where the veteran resides, and distribution of benefits payable to veterans in the member municipalities under G.L. c. 115 shall be paid by the Treasurer of the member municipality in which the veterans reside.
- c. The DVSO shall serve as the Director of the office and will supervise all staff in their duties as related to the office, in accordance with Gloucester's ordinances, rules and regulations, and personnel policies. The DVSO shall be appointed and supervised in accordance with Gloucester's ordinances, rules and regulations, and personnel policies. Either Rockport or Manchester may bring any concerns, questions or suggestions with respect to the operation of DVSO, including the performance of the DVSO or any staff, to the Gloucester Chief Administrative Officer. Either Rockport or Manchester may also bring such concerns, questions or suggestions to the District Board, at a duly called Board meeting.
- d. The DVSO shall work with local veterans' service organizations from the member communities to assist the organizations in coordinating all ceremonies and parades in all member communities.

8. Duties: District Veterans' Service Officer. The DVSO shall perform his duties as required by the respective ordinances and job descriptions of Gloucester, Rockport, and Manchester. Should a conflict of ordinances arise, the Gloucester ordinance shall control. The DVSO shall work primarily in the office space(s) provided by Gloucester. Gloucester will assume the cost of office supplies, postage, membership fees, travel, dues and subscriptions.

9. Assessments.

- a. Assessments to Rockport and Manchester shall be in the amount of fourteen thousand five hundred dollars (\$14,500) annually.
- b. Said assessments shall be billed by the Treasurer's Office of the City of Gloucester in two installments of seven thousand two hundred and fifty dollars (\$7,250) each payment of which shall be due on or about September 1 and March 1 of each fiscal year.
- c. As noted above, all costs associated with the operation of the DVSO shall be paid by Gloucester including salaries for the DVSO and the DVSC.
- d. Each member community will be responsible for funding its own procurement of flags.

10. Termination. This Agreement may be terminated by any party for any reason with written notice to the remaining parties, no later than sixty days prior to the expiration of the then-current fiscal year. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

11. Assignment. No party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other parties.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by

all parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

16. Notices. Any notice permitted or required hereunder to be given or served on any party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

- a. To Gloucester. Any notice to Gloucester hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Office of the Mayor
City of Gloucester
9 Dale Avenue
Gloucester, MA 01930

or to such other address(es) as Gloucester may designate in writing.

- b. To Rockport. Any notice to Rockport hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Board of Selectmen
Town Office Building
34 Broadway
Rockport, MA 01966

or to such other address(es) as Rockport may designate in writing.

- c. To Manchester. Any notice to Manchester hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Board of Selectmen
Town Office Building
10 Central Street
Manchester-by-the-Sea, MA 01944

or to such other address(es) as Manchester may designate in writing.

17. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements

and understandings. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

18. Financial Safeguards. Gloucester shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Gloucester shall maintain accurate and comprehensive records of all costs incurred by or on account of the DVSO, and all reimbursements and contributions received from Rockport and Manchester. On an annual basis, the parties' financial officers shall jointly audit the accounts of the DVSO to ensure accounting consistency and reliability.

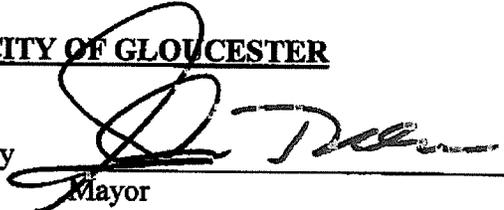
19. Justification for District Formation per Massachusetts Department of Veteran Services. The parties hereto rely upon the documents attached as Appendix A as constituting a rational basis for approval by the Massachusetts Secretary of Veteran Services for the formation of a veterans' regional services district established in accordance with 108 CMR 12.02(2)(a) through 12.02(2)(f).

WITNESS OUR HANDS AND SEALS as of the first date written above.

(City Seal)

CITY OF GLOUCESTER

By

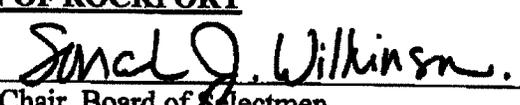


Mayor

(Town Seal)

TOWN OF ROCKPORT

By

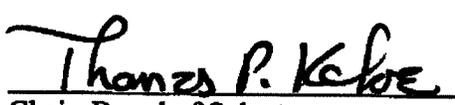


Chair, Board of Selectmen

(Town Seal)

TOWN OF MANCHESTER-BY-THE-SEA

By



Chair, Board of Selectmen



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



The Honorable Sefatia Romeo Theken
Mayor, City of Gloucester
9 Dale Ave.
Gloucester, MA 01930

May 14, 2015

Dear Mayor Romeo Theken,

I am writing to propose that we update the City of Gloucester Fire Department Ambulance Service Billing and Collection Policy in preparation for the FY 2016 Budget.

In FY 2014, our fees were set to Medicare + 300%. I recommended that we change the modeling of our fee schedule and move away from a blanket "Medicare + XXX%" template. In setting our fee schedule, we should consider the Medicare baseline, but we should set our specific fees individually. I am recommending that we increase our fees, per the attached fee schedule proposal by 1.6%. This rate increase is estimated to generate an increase in revenue of around .63%, or \$6,877 above the FY 2015 revenue.

As of April 30th, the City of Gloucester Fire Department Ambulance Service carries an outstanding Accounts Receivable balance of \$1,888,676.12. Although most of this is current and will be collected, \$490,109.90 is greater than 300 days old and is considered uncollectable debt.

As stated above, \$490,109.90 of our A/R is considered uncollectable debt from a total of 376 accounts.

For 3 years prior to FY 2015 we attempted to utilize the services of a collections agency, F.H. Cann & Associates. To date we have realized zero return from this system. After analyzing the financial numbers, and in consultation with Fire Chief Eric Smith and CFO John Dunn, I propose that we abandon these efforts for now. In an effort to satisfy the due diligence to the citizens of Gloucester with regard to managing these accounts, CFO John Dunn and I will continue to research this subject; including reaching out to other municipalities in an effort to find out if there is a good way to recover these funds in the future. We do not have a current contract with any collections agency.

My recommendation is to write off, as uncollectible, the \$490,109.90. This would bring the total outstanding debt owed to the City down to \$1,398,566.22, all of which is less than 300 days old, and most of which is current and collectable.

Our financial hardship policy continues to work well, utilizing a write-off procedure and will require a simple updating of the write-off levels. We use an accepted formula of two times the federal poverty level as defined by the Federal Government Department of Health and Human Services.



**CITY OF GLOUCESTER FIRE DEPARTMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760**



Our current billing services contract is with Intermedix. The new contract was executed May of 2014 and is being renewed. We have two, 1 year extension options. Having worked with Intermedix for four years now I am fully satisfied that we are receiving excellent billing and collection services, and that while we are always on the lookout for improvements, our reimbursements are appropriately complete, and our revenue is as high as it should be.

It is my intent to propose, via my Chief, and the Mayor's office that we look into putting the billing contract into a longer contract term cycle. I believe that a six year cycle (2 years + 2 & 2) would work better. This would reduce the amount of administrative work performed by both me and the purchasing department needed to re-bid, and renew the billing contract. It would also enable a stronger and more robust long term billing strategy to be adopted by the City of Gloucester and its billing contractor.

I am preparing a full briefing and a draft update to the City of Gloucester Fire Department Ambulance Service Billing and Collection Policy. I will be prepared to present this briefing and draft update upon your request, and at the appointed Budget and Finance Committee meeting.

I recommend that this proposal be placed in the Mayor's Report to the City Council for their review and approval. If approved, in addition to recording the date of Council acceptance, a certified copy of the vote by the Council will be attached to the approved ambulance billing and collection policy for FY 2016.

Sincerely,

Sander R. Schultz
EMS Coordinator

Cc: Fire Chief Eric Smith



**CITY OF GLOUCESTER FIRE DEPARTMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760**



	Fee Increase 8/29/2014 Projected FY 2015	Proposed Fees Projected FY 2016	
<u>Unit Fees</u>			
BLS-EM A0429	\$ 1,489.24	\$ 1,513.64	
ALS-EM A0427	\$ 1,768.48	\$ 1,797.44	
ALS2-EM A0433	\$ 2,559.64	\$ 2,601.56	
Oxygen/Other	\$ 164.69	\$ 164.69	
Specialty Transport (SCT2)	\$ 3,097.23	\$ 3,097.23	
Supplies	\$ 425.00	\$ 425.00	
Mileage	\$ 46.08	\$ 46.08	
<u>Percentage of Units Billed</u>			
BLS-EM	43.60%	43.60%	
ALS-EM	54.62%	54.62%	
ALS2-EM	1.78%	1.78%	
Oxygen/Other	10.97%	10.97%	
Supply	87.00%	87.00%	
Total Transports	2,175	2,175	
Average Mileage	2.65	2.65	
<u>Charge Mix</u>			
Medicare	54.75%	54.75%	
Medicaid	26.43%	26.43%	
Insurance- Commercial	14.78%	14.78%	
Self- Pay	4.04%	4.04%	
Avg. Gross Charge/Account	\$ 2,170.74	\$ 2,197.95	
<u>Projected Collections by Payer</u>			
Medicare	\$ 434,212	\$ 434,212	
Medicaid	\$ 113,451	\$ 113,451	
Insurance	\$ 544,298	\$ 551,119	
Private Pay	\$ 4,310	\$ 4,367	
	\$ 1,096,271	\$ 1,103,148	
			Increased revenue by 0.63%
Average Per Patient Account	\$ 504.03	\$ 507.19	



**CITY OF GLOUCESTER FIRE DEPARTMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760**



Effective July 01, 2015

**CITY OF GLOUCESTER
FIRE DEPARTMENT
AMBULANCE SERVICE
BILLING AND COLLECTION POLICY**

1. The City of Gloucester Fire Department Rescue Squads, d/b/a the City of Gloucester Fire Department Ambulance Service, charges all transported patients or responsible parties the same rate for ambulance services. The current rate structure is:

**GLOUCESTER FIRE DEPARTMENT AMBULANCE SERVICE
July, 2015**

BLS Non-Emergency	\$930.76
BLS Emergency	\$1513.64
ALS Non-Emergency	\$1116.92
ALS 1 -Emergency	\$1797.44
ALS 2	\$2601.56
SCT Special Care Transport	\$3097.23
Oxygen	\$164.69
Airways	N/A
MAST	N/A
IV Therapy / IV Drugs	\$352.87
Cardiac Monitoring	\$494.11
Defibrillation	N/A
BLS Mileage	
ALS Mileage	
Single Mileage Rate	\$46.08
Extra EMT	\$600.00

2. The City of Gloucester policy is to bill all transported patients, or their responsible parties, regardless of whether they have third party coverage, with the following exceptions.
 - A. Obviously deceased persons with no emergency care intervention/transportation.
 - B. City employees injured in the course of his or her employment.
 - C. City employees retired on a job-related disability.
3. The City of Gloucester, through a contracted billing service, will bill the ambulance patient or responsible party shortly after services have been rendered.
4. When valid third party insurance information is available, our billing service will bill the insurance company directly.



**CITY OF GLOUCESTER FIRE DEPARTMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760**



5. When insurance information is not immediately accessible or is incomplete, an initial monthly statement, or bill (Attachment 1), detailing charges and requesting insurance information for third party billing will be sent to the ambulance patient or responsible third party. When no response is received to the first bill, 2 additional bills shall be sent at 30 day intervals. Then a fourth bill, (Attachment 3) shall be sent in the form of a dunning notice. This Fourth bill shall be a respectful demand for payment with a warning of possible referral of the bill to a collection agency. A Hardship Application (Attachment 2) is available upon request.
6. If, after reasonable and customary attempts to collect a bill, and the debt remains unpaid 30 days after the fourth bill is mailed to the patient or responsible party, the debt may be:
 - A. Written-off if the balance is \$50.00 or less.
Or may be:
 - B. Turned over to a collections agent when the bill exceeds \$50.00.
7. All bills, outstanding beyond 180 days, and meeting the preset collection criteria as set by the City of Gloucester (Attachment 4), may be transferred to a collection agency identified by the City. The billing service shall cooperate with the collection agency in pursuing collections up to and including small claims actions in District Court.
8. If a collection agency is used, collection efforts will include direct contact in person or via telephone, attempts at mail contact if direct contact is not successful, and filing of small claims court actions. Only licensed collection agencies will be employed. The collection agency will be instructed to follow strict guidelines including but not limited to:
 - A. Bills to deceased patients will be written off upon confirmation of patient death.
 - B. Write-off or accept a reasonable payment plan for patients who complete a Hardship Application and provide income records for the past two years documenting income at or below the hardship criteria established by the city (Schedule A), in the form of copies of Federal Tax Forms (i.e. W-2, or 1040) filings or a written statement signed by a verifiable employer or employers certifying income paid for the past two years.
 - C. Filing of small claims actions in District Court with acceptance of any payment plan imposed, and enforced by, the court.
 - D. No contacts with patients after hours allowed by collection laws/regulations.
9. The City of Gloucester may establish that the patient or responsible party is either indigent or medically indigent. The City of Gloucester will apply its customary methods for determining the indigence of patients or responsible parties under the following guidelines:
 - A. The City of Gloucester has adopted income guidelines which are 2 times the Federal Poverty Level (Schedule A). These income levels will be compared to the family income reported by persons seeking write-off so as to determine hardship write-off eligibility. Those persons with family incomes below the Schedule A levels will be written-off.
 - B. The patients indigence will be determined by the City of Gloucester not the patient (i.e., a user-originated statement of his/her inability to pay). A City of Gloucester Hardship Application, supplied by the billing service upon request and completed by the person seeking to establish a payment schedule, or to have the bill written-off, will be used to detail income levels (see Attachment 2). The City Fire Chief, or his designee, reserves the right to require verification of the income reported on the Financial Information form, by production of Federal Tax Forms (i.e. W-2 or 1040), pay stubs, written employer statements, etc., prior to authorizing write-off.
 - C. The City of Gloucester collection effort may include the use of a collection agency in addition to or in lieu of subsequent billing, follow-up letters, telephone contact or personal contacts. If a collection agency is used, the City of Gloucester will refer all uncollected patient charges greater than 180 days old in accordance with the established collection criteria (Attachment 4).



**CITY OF GLOUCESTER FIRE DEPARTMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760**



10. The Fire Chief and EMS Coordinator are directed to adjust rates annually. The Medicare National standardized rate structure will be the baseline.
11. The Gloucester Fire Department Ambulance Service respects the privacy of patient information. The City's privacy policy, as required by the Health Insurance Portability and Accountability Act (HIPAA) is available upon request (Attachment 5).
12. The Fire Chief and EMS Coordinator shall prepare for submission every year concurrently with the submission of this policy a recommendation for the write-off of uncollectible outstanding bills.

SIGNED: _____

TITLE: Mayor

DATE: _____

APPROVED BY CITY COUNCIL: _____, 2014

COMPANY OR SERVICE:

City of Gloucester Fire Department Ambulance Service
8 School Street
Gloucester, MA 01930



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



Effective July 01, 2015

**CITY OF GLOUCESTER
FIRE DEPARTMENT
AMBULANCE SERVICE
INCOME ELIGIBILITY FOR BILL WRITE-OFF**

SCHEDULE A

The following income guidelines represent double the current Federal Poverty Level Guidelines and are similar to those used by federal and local health care agencies in establishing benefit eligibility or medical care write-off eligibility.

<u>FAMILY SIZE</u>	<u>INCOME</u>
1	\$ 23,540.
2	\$ 31,860.
3	\$ 40,180.
4	\$ 48,500.
5	\$ 56,820.
6	\$ 65,140.
7	\$ 73,460.
8	\$ 81,780.

Add \$8,320 to the income for each additional family member beyond eight.



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

MEMORANDUM

DATE: May 12, 2015

TO: Mayor Sefatia Romeo Theken

FROM: Tom Daniel, Community Development Director *TD*
Sal DiStefano, Economic Development Director
Stephen Winslow, Senior Project Manager

COPY: John Dunn, Treasurer
Mike Hale, DPW Director

Re: *US Economic Development Administration Grant Application
Blackburn Seafood Processing Cluster*

The Community Development Department is pleased to report that the Economic Development Administration of the United States Department of Commerce has preliminary selected Gloucester to receive a grant of \$555,500.00 for Sewer System Improvements in the Blackburn Industrial Park. The grant funds will be used to essentially replace Blackburn's two aging sewage pump stations and to eliminate a sewer line bottleneck. See the attached description of work for more detail.

We request that you forward the attached preliminary selection letter to the Council so the City can accept the award and move forward on the project.

The grant requires the City to provide a \$555,500 match (50%) match. City Treasurer John Dunn will be forwarding a bonding order that will seek the City Councils' approval to borrow the matching funds.

Blackburn Industrial Park Pump Station and Sewer System Improvements 2015

Sewage Pump Stations Work

Pump Station Work

Blackburn Industrial Park's main sewage pumping stations is over 35 years old and needs complete replacement in order to improve operational efficiency, restore useful life, increase station reliability and allow increases in flow to serve new businesses, including the Gloucester Seafood Processing Project (Mazzetta). Blackburn's second sewage pumping station located at Heritage Way pumps its flow towards the Blackburn's main pumping station. There are currently two vacant parcels in the Blackburn Industrial Park which would tie into the Heritage Way pumping station. The Heritage Way station pumps have also reached the end of their useful life.

The Blackburn pumping station work replaces the existing station with a new submersible type pump station and includes demolition of the existing station, construction of a new wet well reservoir and valve vault, installation of two new submersible pumps in the wet well, improved, SCADA-capable electronic controls and a new standby generator. Additionally, the upstream gravity collection system will be completely cleaned of accumulated solids, sludge and grease. The force main for the station will be "pigged" to remove any accumulated solids within the line. ***Recommend improvements to the Blackburn PS have an estimated cost of approximately \$533,000 (including 20% contractor overhead/profit and 35% engineering/contingency).***

The recommended work at the Heritage Way PS includes replacement of existing pumps, the addition of SCADA control capabilities, a new standby generator, miscellaneous repairs and safety improvements. Additionally, the collection system and force main will be evaluated and cleaned to remove any accumulated solids. ***Recommended improvements to the Heritage Way pump station have an estimated cost of approximately \$122,000 (including 20% contractor overhead/profit and 35% engineering/contingency).***

Downstream Surcharging Relief

A surcharging (bottle neck) condition occurs in the flattest area of Harrison Avenue sewer whenever the Blackburn's main sewage pump station discharges flow. The increase in sewage discharges from new businesses will exacerbate the existing surcharging issue and increase the potential for sewer backups. To eliminate the surcharge condition and accommodate future business expansion, the force main sewer line from the Blackburn pump station will be extended approximately 2,700 linear feet to discharge into to a larger diameter gravity pipe (12-inch) at Eastern Avenue/Neptune Place. ***The force main extension of approximately 2,700 linear feet has an estimated cost of \$456,000 (including 20% contractor overhead/profit and 35% engineering/contingency).***



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

Granting Authority: State _____ Federal XX Other _____

Name of Grant: US EDA Public Works and Economic Adjustment Assistance

Department Applying for Grant: _____

Agency-Federal or State application is requested from: _____

Object of the application: _____

Any match requirements: _____

Mayor's approval to proceed: _____

[Handwritten Signature]
Signature

5/20/19
Date

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

Vote Date

Budget & Finance Standing Committee: _____

Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____

Vote Date

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

Certification Date

City Auditor:

Assignment of account title and value of grant: _____

Title Amount

Auditor's distribution to managing department: _____

Department Date sent

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

FORM: AUDIT GRANT CHECKLIST - V.1

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UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
The Curtis Center
801 Walnut Street
Suite 1406
Philadelphia, PA 19106-3323

May 4, 2015

In reply refer to:
EDA Control No. 108898

Mr. Stephen P. Winslow
Senior Project Manager
City of Gloucester
28 Poplar Street
Gloucester, Massachusetts 01930-4928

Dear Mr. Winslow,

The U.S. Economic Development Administration (EDA) is pleased to inform the City of Gloucester that your application for Sewer System Improvements at the Blackburn Industrial Park project has been selected through EDA's competitive application review process for further consideration for funding. Please note that this notification of further consideration is intended to inform you of EDA's competitive preliminary selection of your project for this funding cycle, **but does not guarantee final approval or legally bind EDA to make an award.** Subject to availability of funds, the proposed project, estimated to cost \$1,111,000, will be considered for \$555,500 in EDA funding under the Public Works and Development Facilities Program, authorized under section 203 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. section 3121 et seq.).

If you would like EDA to further consider your application, you must provide:

1. **Acknowledgement.** Within seven (7) business days of the date of this letter, notify EDA via email or letter that you, the applicant agrees to provide EDA the information requested by the deadline stated in item 2 of this letter and acknowledge and accept the terms and conditions of EDA's further consideration as stated in item 2.
2. **Additional Information.** Provide EDA the following information by June 15, 2015:
 - a. **NON RELOCATION COMPLIANCE-** EDA requires that the City and the Beneficiary Business affirm that the project will not cause displacement/relocation (job losses) from other U.S. and State Labor Markets as well as other States in general. Affirmations shall bear the signature of Attorney review.
 - b. Comments from the Massachusetts Historic Commission in relation to the potential federal investment under the National Environmental Policy Act.
 - c. Completion of the attached Applicant Certification Clause.
 - d. Evidence of public awareness of the project.



- e. Affirmation of the matching commitment funding in the amount of \$555,000 in the form of an updated matching commitment letter. The matching commitment letter shall identify the source, nature and amount of all non-EDA funds. The letters shall also explain the status of the funding commitment, including the date the funds will be available from each source, and describe any conditions or restrictions on the use of such funds.
- f. For the committed Beneficiary Business named in the application, provide an updated EDA Beneficiary Assurance form and commitment letter from an authorized principal of the business detailing the job numbers and level of private investment.
- g. Provide a summary and schedule for the City to obtain all required permits for the project.
- h. Provide an attorney opinion on the ownership, operations and maintenance of the proposed improvements set forth in Sections M.4 through M.6 of the application.
- i. Provide a grant administration plan toward ensuring EDA that funding and reporting will be properly managed in light of the City's A-133 high risk auditee track record.
- j. Descriptions of any and all updates or changes to the project since submittal of the original application.

The information requested above will supplement your application and enable EDA to proceed with processing your application. Failure to meet this deadline, or the submission of incorrect or incomplete information, will jeopardize approval of your application. If you cannot meet this deadline, please advise Matthew Suchodolski, EDS for Massachusetts as soon as possible.

Upon receipt, EDA will assess the information provided. EDA's assessment of this information may result in a determination that:

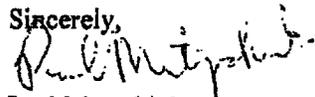
1. No additional information is necessary;
2. Additional information is required, because the submission is incomplete, inaccurate, or otherwise unacceptable to EDA, and the applicant(s) must revise the submission before EDA will consider processing the application further; or
3. EDA will discontinue considering your application for funding, because the information submitted does not present a project that complies with applicable law or EDA's regulations or policies.

Your organization must comply with EDA's regulations found at 13 C.F.R. chapter III, as well as the Federal Funding Opportunity announcement Economic Development Assistance Programs—Application Submission and Program Requirements for EDA's Public Works and

Economic Adjustment Assistance Programs, which was published February 9, 2015 (Final approval of an award is conditioned upon EDA's assessment of the additional information requested, project feasibility, funding priorities, and the availability of funds for obligation.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. Please do not hesitate to contact Matthew Suchodolski, Economic Development Specialist for Massachusetts at (215) 597-1242 or by email at MSuchodolski@eda.gov, if you have questions regarding the requested information or status of your application.

Sincerely,



Paul Matyskiela
Interim Regional Director
Philadelphia Regional Office

Enclosure: Applicant Certification Clause

cc: The Honorable Sefatia Romeo Theken, Mayor
Michael Hale AICP Director of Public Works
Marc Daisen, Executive Director MAPC
Steve Winter, Economic Development Manager MAPC
Matthew Suchodolski, EDS Massachusetts

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: Sefatia Romeo Theken, Mayor
From: John P. Dunn, CFO 
Date: May 20, 2015
Re: U.S Economic Development Administration Grant Application
Blackburn Seafood Processing Cluster

The subject grant in the amount of \$555,500 requires a City match also in the amount of \$555,500 for a total expected project cost of \$1,111,000. Attached is a form of loan order as provided by bond counsel to provide the City's match funding.

Please forward the attached to the City Council in the package previously provided to you by Tom Daniel on subject for Council approval.

Thank you

Ordered: That the City of Gloucester appropriates Five Hundred Fifty-Five Thousand Five Hundred Dollars (\$555,500) to pay costs of improvements to the Heritage Way pump station, constructing a new pump station servicing the Blackburn Industrial Park, and Harrison Avenue sewer force main extension to Eastern Avenue/Neptune Place, 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, Section 7(1), or pursuant to any other enabling authority. The Mayor and any other appropriate official of the City are authorized to apply for, accept and expend any and all grants or gifts that may be available to the City to pay costs of the projects.

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.



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

MEMORANDUM

DATE: May 12, 2015

TO: Mayor Sefatia Romeo Theken

FROM: Tom Daniel, Community Development Director *TMD*
Stephen Winslow, Senior Project Manager

Re: *PARC Grant Application FY 2015*
Light-up Mattos Project

The Community Development requests that you forward the attached application to the Executive Office of Energy and Environmental Affairs for a Parkland Acquisitions and Renovations for Communities (PARC) grant for the City Council's approval.

The grant will help fund 56% of the \$190,000 cost of the "Light-up Mattos Project" that will install a modern field lighting system at this location. The Cape Ann Women's Softball League has also submitted an application for Community Preservation Act funds that could serve as the required 44% match for this grant.



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal Other

Name of Grant: FY2015 Parkland Acquisitions & Renovation for

Department Applying for Grant: Community Development Communities (CARE)

Agency-Federal or State application is requested from: Executive Office of Energy & Env't Affairs

Object of the application: Replace lights at Motor Field

Any match requirements: H496 (\$33,600 - CMA request submit Vol)

Mayor's approval to proceed: [Signature] 5/19/15
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

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development Department

ACCOUNT NAME: FY 2015 PARC Grant - Mattos

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

CFDA # (Required for Federal Grants): n/a

DATE PREPARED: 5/12/2015

**APPROVED
AMENDED BUDGET**

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
				\$0.00
PARC Grant	\$106,400.00			\$106,400.00
				\$0.00
Total:	\$106,400.00	\$0.00	\$0.00	\$106,400.00
EXPENSE (5_____)				
				\$0.00
Contractual Services	\$106,400.00			\$106,400.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$106,400.00	\$0.00	\$0.00	\$106,400.00

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____

**Parkland Acquisitions and Renovations for Communities (PARC) Grant Program
Application Form FY 2016**

Please do not reformat this form – use the fillable pdf form

Please print double-sided

Please fasten application package with a binder clip, no three-ring or plastic binders!

1. Municipality: Gloucester
Population: 28,789
2. Project Name: Mattos Field - Light Up Mattos Project
Type of Project:
 Acquisition – acreage _____ New development Renovation of existing park
Project address: Webster Street, Gloucester MA
Project acreage: 42,000.00
3. Contact Person: Stephen Winslow
Agency: City of Gloucester, Community Development Department
Address: 3 Pond Road
Gloucester MA
Zip 01930
Telephone (978) 282-8007 Fax (978) 281-9779
Email: swinslow@gloucester-ma.go

Please note: the contact person is the official representative for this project as authorized under Item #15(b) of this application, usually not the chief municipal officer.

4. Briefly describe the project on **TWO** attached pages. Use the PARC Rating System as an outline for the description, as well as the items bulleted below, to ensure the maximum score possible for your project.
- a.) Acquisition Projects:
- site location – in an Environmental Justice neighborhood and/or site's distance to the nearest park
 - rare species (include letter from NHESP) (to determine if NHESP must approve site plans)
 - historic or archaeological resource (include letter from MHC) (to determine if MHC must approve site plans)
- b.) Development or Renovation Projects:
- describe facilities being developed
 - describe community needs, including park equity/need in this neighborhood
 - new acres dedicated as parkland
 - brownfield projects must submit 21E evaluation and, at the minimum the Executive Summary of a Phase II Comprehensive Site Assessment under state cleanup regulations (Massachusetts Contingency Plan), or a Response Action Outcome statement for each Response Tracking Number – communities must begin cleanup at site prior to grant award so that project can be completed within contract period
- c.) All Projects:
- non-vehicular accessibility of the site (bike paths, public transit, etc. – show on map)
 - water-based recreation (include linear footage of bordering water resource)
 - fiscal or for maintenance cooperation with any other governmental agency (state, federal, county), private nonprofit, local business, etc.
 - location in an Environmental Justice neighborhood or area of the community that lacks park resources (show on map)
 - consistency with any nearby State Priority Development or Preservation Areas as shown on the South Coast Rail Corridor Plan, Merrimack Valley Land Use Priority Plan, 495/ MetroWest Development Compact Plan, Metro North Plan, or CMRPC Plan
 - description of enhanced public outreach in Environmental Justice neighborhood
 - environmental education/interpretive services planned for site
 - vegetation plan for site – number of trees that will be planted at the park
 - regional or statewide facility (communities applying in these categories should submit a Usage Report)

- o accessible via public transportation (within a 1/2-mile walk)
- o parking for 100 (or more) vehicles

5. Proposed Funding:

The PARC program is a *reimbursement* program. Grant recipients are reimbursed after invoices have been paid. The total project cost must be raised or appropriated by the municipality shortly after project approval if it has not already been appropriated. Costs incurred prior to grant approval and contract execution are ineligible, including design costs. Force account labor, volunteer hours, and donations are also ineligible. Refer to PARC regulations (Section 5.07) for eligible cost details. Sample budget can be found in Attachment E.

Total Eligible Project Cost:	\$ 190,000.00
PARC Request: (52-70% of total project cost based on Equalized Valuation Per Capita, can be found on DCS web page, maximum of \$400,000)	\$ 106,400.00
Municipal Share: (Community Development Block Grant via federal or local government sources, Community Preservation Act, etc., please specify in narrative)	\$ 83,600.00
Other: (i.e. private donation to community, fund raising, etc. Note that any donations for the project must be put into a municipal account earmarked for the project as EEA can only reimburse on a canceled municipal check.)	\$ _____

(PARC Request + Municipal Share + Other = Total Eligible Project Cost)

Attach a one page description of the proposed project budget including:

The source of all local funding including donations and Community Preservation Act (CPA) funds.

- * Description of the details of any donation, if applicable (be sure these funds are gifted to the community and earmarked for the project).
- * Description of any other sources of funding including federal, state, municipal, or nonprofit organizations. List these partners and describe their contribution. Not all sources of state and federal funds are compatible with every DCS grant program.
- * Budget should be broken into two distinct fiscal years for renovation and development projects – FY 16 costs associated with design, FY 17 costs associated with construction. Please note that PARC grants cannot reimburse municipalities for design costs only.

6. Project Type: Please indicate type of project, refer to the program's regulations for definitions (Sec 5:03) and to the list of required attachments found at the end of this application form to substantiate any "yes" answers. Indicate here whether:

- Your municipality is an urban population center (city of any size or town with 35,000 or more residents)
- Your project qualifies as a regional or statewide project (town with 35,000 or less residents whose proposed project has public transportation access and/or over 100 car parking) (submit a Usage Report)
- Your project qualifies as a "small town" project (town with 35,000 or less residents) – please note that these applications will be competing amongst themselves in a separate pool for \$250,000
- Your municipality is on Cape Cod or the Islands (eligible for \$400,000 grant award maximum)

7. Community Preservation Act

Has your community passed the Community Preservation Act?

Yes

No

If "yes", please note that successful grant applicants that have purchased real property interests for open space or recreational purposes using money from the Community Preservation Fund must have all conservation restrictions required by Section 12 of Chapter 44B approved by the Secretary of Energy and Environmental Affairs and recorded prior to receipt of final project reimbursement from the Executive Office of Energy and Environmental Affairs. Also, any communities that have acquired land through the Cape Cod Land Bank must show CRs as well (for file records only).

8. Describe outstanding leases, restrictions or other rights or interests held by others in the project site and enclosed copy of the same (for file records only).

None

9. Is the property permanently dedicated for park, playground, or recreation purposes (MGL Chapter 45, Section 3 or 14)? If not, please submit draft dedication language for DCS review as all PARC projects must be dedicated for park, playground, or recreation purposes.

Yes

No

10. Are fees currently charged or proposed for this facility? If yes, please attach a copy of the fee system. Charging fees is allowed subject to DCS approval. If applicant is awarded a grant, the site cannot be restricted to municipal residents only. If fees are charged based on residency, fees for nonresidents are subject to Section 5.0B(3) of the PARC regulations (for file records only).

Yes (copy attached)

No

11. Municipal Open Space and Recreation Plan

Describe how your project meets the recommendations in your current Open Space and Recreation Plan. To receive points in this category, you must cite specific goals, objectives, and/or actions from the Action Plan and the associated page number references. If we already have a copy of your plan, there is no need to submit another copy.

	Goal, objective, or action plan item from current OSRP	Page #
1	Goal 2e - Improve Existing Recreation Facilities and Create New Areas to Meet Defined Needs	1-2
2		
3		
4		
5		
6		

12. Statewide Comprehensive Outdoor Recreation Plan

Describe how your project advances the Goals and Objectives (Chapter 5) in the Statewide Comprehensive Outdoor Recreation Plan. It can be found online at <http://www.mass.gov/eea/docs/eea/dcs/scorp-2012-final.pdf>.

13. Check the following if applicable to project (for file records only):

- Yes No Prime agricultural lands (see Ex. Order #193)
- Yes No Cultural, historic, archeological site: Contact MA Historical Commission (617) 727-8470
- Yes No Endangered species habitat: Contact MA Natural Heritage Program (508) 389-6300
- Yes No Environmental intrusion, i.e. overhead power lines (must be buried), safety hazards
- Yes No Brownfield – 21E evaluation
- Yes No Located in the State Priority Preservation Area as shown on the South Coast Rail Corridor Plan, Merrimack Valley Land Use Priority Plan, or the 495/MetroWest Development Compact Plan, Metro North Plan, or CMRPC Plan
- Yes No Environmental Justice community/neighborhood (see E) data viewer at http://maps.massgis.state.ma.us/map_ol/ej.php

Acquisition projects only

Yes No Acquisition involving relocation of residents, tenants, or businesses

Do you have a Purchase and Sales Agreement or Agreed Price?

Yes No

If yes, amount:

\$ _____

Is Clear Title available?

Yes No

If no, is an eminent domain taking anticipated?

Yes No

If yes, proposed pro tanto award amount:

\$ _____

Note that if clear title is not available, the community 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.

Appraisal Report #1

Valuation: \$ _____

Appraiser: _____

Valuation Date: _____

Appraisal Report #2 (if needed) (see section 2B for details)

Valuation: \$ _____

Appraiser: _____

Valuation Date: _____

14. Check if the following permits are required (for file records only):

- Yes No U.S. Army Corps of Engineers (404 or Rivers and Waterways)
- Yes No MA DEP Division of Wetlands & Waterways (617) 292-5518
- Yes No U.S. Coast Guard
- Yes No U.S. Dept. of Agriculture (Zoos)
- Yes No C. 131 s. 40 Wetlands (municipal conservation commission)
- Yes No MEPA Review (301 CMR 11.00: MEPA Regulations) (617) 626-1020

IMPORTANT NOTICE

If any of the above permits are required, the permit or application for the permit must be submitted. Should the project be selected for funding, the permit will be required as part of the final application.

15. Attach certification of:

- a. 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 applications, including all understandings and assurances contained therein by the signatory, usually a page from the town/city charter will satisfy this requirement (this is not a DCS form to be completed); and
- b. Authorization from chief municipal officer identifying individual named on the first page of this application who acts as official of municipality in connection with the application and who will provide such additional information as may be required (See Urban Self-Help Regulations 5.04:(6)).

Date

Signature of Chief Municipal Officer

Name and Title (Typed)

Duration of Term

Mailing Address: _____

Telephone: () _____

PLEASE LABEL ALL ATTACHMENTS

REQUIRED ATTACHMENTS (applications that are missing these items will not be accepted)

- Municipal Open Space and Recreation Plan**, if not already approved and on file at DCS. Plans are approved by DCS for up to seven years of eligibility in DCS grant programs. Community is not eligible to apply without an approved plan, or submission of a draft plan. (If we have it on file, do not send another copy.)
- Acquisition Projects – Appraisal report(s)** as required by DCS. See Section 2B for more details.

RECOMMENDED ATTACHMENTS (use as a checklist)

(provides details to information requested and assists in project evaluation)

- Project Description** (application item #4) and **Budget Details** (application item #5), including a breakdown of how much is needed for design costs in FY 16 and construction costs in FY 17. Please note that funds not used in FY 16 do not roll over into FY 17. A sample budget can be found in Attachment E.
- Development & Renovation Projects – Site Development Plans and Cost Estimates.** Services of a professional design firm are recommended for renovation and development projects. Costs incurred prior to the signing of a state standard contract are NOT eligible for reimbursement. Site Development Plans and Cost Estimates should show the number of trees that will be planted at the site.
- Boundary Plan of Site** (Survey or Plot Plan with adequate metes and boundary descriptions). The boundary plan submitted with the project application becomes the permanent protected boundary for the site and must be legally sufficient to identify the land to be protected. A registered survey plan with deed references or assessor's map with block and lot number are acceptable.
- USGS Locus Map** showing outline of project site, proximate Priority Development and Preservation Areas as shown on the South Coast Rail Corridor Plan, Merrimack Valley Land Use Priority Plan, or the 495/MetroWest Development Compact Plan, Metro North Plan, or CMRPC Plan, any adjacent or nearby public or quasi-public parkland, nearby public transportation route(s), bike paths, and EJ populations in project site area. Please include the park boundaries on the map (do not just use a point). See Attachment F for a sample.
- Evidence of public meeting on proposed project in EJ neighborhood(s)** (copy of actual posted announcement). Post notices with tenants associations, in local grocery stores, or with Community Development Corporations in languages that are appropriate for the neighborhood. Please look at EEA's Environmental Justice Policy online at <http://www.mass.gov/eea/grants-and-tech-assistance/environmental-justice-policy.html> to ensure proper outreach procedures in EJ neighborhoods.
- Usage Report** only if your project is Regional or Statewide (Attachment C).
- Certified copies of the following **municipal votes** (or draft warrant article or city council order, as necessary). Refer to the Sample Municipal Vote, which is included in the application package, for guidance. **PARC grant manager MUST review municipal vote prior to Town Meeting or City Council Meeting.**
 - Copy of municipal vote accepting the Park Commission (M.G.L. c.45 s.2) **AND** its current appointments.
 - Municipal vote authorizing application; raising, borrowing or appropriating the total project cost (application item #5); and dedicating land to park, playground, or recreation purposes (application item #9).
- Copy of property deed confirming municipal ownership and dedication to park, playground, or recreation purposes.
- ZIE Evaluation** only if your project is a former brownfield site.
- Executive Summary of the **Phase II Comprehensive Site Assessment** under state cleanup regulations (Massachusetts Contingency Plan) or **Release tracking numbers and Response Action Outcome Statement** for each RTN only if your project is a former brownfield site.
- Other State Agency Review** – if it is not possible to include their response in the application package to DCS, attach a copy of your cover letter requesting their input.
 - All applicants must request comments from the Massachusetts Natural Heritage & Endangered Species Program (NHESP) on the presence or absence of rare species listed under the Massachusetts Endangered Species Act (MESA) on or near the proposed land acquisition or park project. To request comments, please send a letter or email to Lynn Harper, Habitat Protection Specialist, Natural Heritage & Endangered Species Program, DFW, 1 Rabbit Hill Road, Westborough, MA 01581, or to Lynn.Harper@state.ma.us. The letter or email should include a brief description of the acquisition or project, and a map of the acquisition or project location. There is no charge for this comment letter.
 - Massachusetts Historical Commission: Send the MHC a PNF (<http://www.sec.state.ma.us/mhc/mhcpdf/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. There is no need to telephone or email the MHC. See these webpages for any questions: <http://www.sec.state.ma.us/mhc/mhccpd/pnfguide.pdf> and <http://www.sec.state.ma.us/mhc/mhcrevcom/revcomidx.htm>.

ATTACH SUPPLEMENTARY DOCUMENTS IF APPLICABLE TO THE PROJECT

- Copies of current leases, restrictions, or other rights or interests held by others in the property.
- Fee schedule.
- Any necessary permits or applications for permits.

If grant is awarded to the community, the following will be required of CPA communities:

Evidence of recorded Conservation Restriction(s) as required in Section 12 of Chapter 44B if applicant is a Community Preservation Act community.

Section 12 of the Chapter 44B Real property interest; deed restriction; management

(a) A real property interest that is acquired with monies from the Community Preservation Fund shall be bound by a permanent restriction, recorded as a separate instrument, that meets the requirements of sections 31 to 33, inclusive, of chapter 184 limiting the use of the interest to the purpose for which it was acquired. The permanent restriction shall run with the land and shall be enforceable by the city or town or the commonwealth. The permanent restriction may also run to the benefit of a nonprofit organization, charitable corporation or foundation selected by the city or town with the right to enforce the restriction. The legislative body may appropriate monies from the Community Preservation Fund to pay a non-profit organization created pursuant to chapter 180 to hold, monitor and enforce the deed restriction on the property.

(b) Real property interests acquired under this chapter shall be owned and managed by the city or town, but the legislative body may delegate management of such property to the conservation commission, the historical commission, the board of park commissioners or the housing authority, or, in the case of interests to acquire sites for future wellhead development by a water district, a water supply district or a fire district. The legislative body may also delegate management of such property to a nonprofit organization created under chapter 180 or chapter 203.

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2015**

_____ **INTER-departmental requiring City Council approval - 6 Votes Required**
_____ **INTRA-departmental requiring City Council approval - Majority Vote Required**

TRANSFER # 2015-SBT- 44 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ **Community Development** _____

DATE: 5/12/2015 BALANCE IN ACCOUNT: \$4,250.00

(FROM) PERSONAL SERVICES ACCOUNT # _____ *Unifund Account #*
101000.10.181.51990.0000.00.000.00.051

(FROM) ORDINARY EXPENSE ACCOUNT # _____ *Unifund Account #*

Com Dev Stipends
Account Description

DETAILED EXPLANATION OF SURPLUS: **Minutes recorder position not filled through year.**

(TO) PERSONAL SERVICES ACCOUNT # _____ *Unifund Account #*

(TO) ORDINARY EXPENSE ACCOUNT # _____ *Unifund Account #*
101000.10.181.57000.0000.00.000.00.057

Com Dev other charges and expenses
Account Description

DETAILED ANALYSIS OF NEED(S): **Funds needed to cover early bird registration for 2016 Seafood Expo**

TOTAL TRANSFER AMOUNT: \$ 3,900.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER
FROM ACCOUNT: \$ 350.00
TO ACCOUNT: \$ 3,937.26

APPROVALS: _____
DEPT. HEAD: _____ DATE: 5/14/15
ADMINISTRATOR: _____ DATE: 5/20/15
BUDGET & FINANCE: _____ DATE: _____
CITY COUNCIL: _____ DATE: _____