CITY CLERK
GLOUCESTER, MA
15 AUG 27 AM 8:31

This meeting is recorded

GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, September 3, 2015 – **3:30 p.m.**
1st Fl. Council Committee Room – City Hall
AGENDA

Individual items from committee reports may be consolidated into a consent agenda.

1. ***Petitions for road repairs in accordance with GCO Article VI "Repair of Private Ways," Sec. 21-80 et seq. (Cont'd from 08/20/15)***

   A) Starknaught Heights
   B) Starknaught Road
   C) Oxford Road
   D) Joseph's Way

2. ***Grant Application & Checklist from Council on Aging re: Council acceptance of Title III B Older Americans' Act for $7,521***

3. ***Memorandum from Harbormaster re: Council acceptance of a National Grid check in the amount of $20,000 representing payment as stated in Remediation Agreement Section 19***

4. ***Memorandum from Chief Financial Officer re: Beeman Elementary Boiler Project & a request to repurpose $66,318 balance of funds remaining in the City Hall boiler conversion project***

5. ***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
Lucy Sheehan
Harbormaster Jim Caulkett

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

PROPERTY OWNERS PETITION FORM

CITY CLERK
GLOUCESTER, MA
15 JUL 23 AM 10:01

We, the undersigned, being the owners of property having frontage on Starknaught Heights a private way which has been opened to the public for at least six (6) years, request the City of Gloucester to repair said road using the full powers vested with the City. We agree to provide all easements, rights of way, designs, permits and legal certifications necessary for the said improvements. The cost resulting from the improvements to be carried out are described in Section 21-83, "Funding for approved Construction and Repair". Code of Ordinances. The full cost of this project is understood to be not in excess of $145,000.

NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
MARK BEAL	19 Starknaught Heights	603 899 6870		
Michael Joseph	14 Starknaught Hts			
Dave Pelli	2 Starknaught Hts.			
Ilene R. Sack	4 STARKNAUGHT HTS.			
Mary Bowles	34 Starknaught Hts.	(978) 381-9780		
[illegible]	6R Starknaught Hts			
Frances Gilbride	1 Starknaught Hgs	617-413-1235		
[illegible]	16 Starknaught Hgts	781-858-2904		
[illegible]	36 Starknaught Hts	978-281-5378		
Bridget Hornbrook	1A Starknaught Hgts			
[illegible]	12 Starknaught Hts			
Paul [illegible]	9a STARK NAUGHT HTS			
Roland Lemieux	24 Starknaught Hts	978-290-0165		

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NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
Kelly Shmir	25 Starknaught Hts	781 7046915		
John Stempeck	9 Starknaught Hts	617 571 0369		
John E. Murray	33 Starknaught Hts	617-767-7852		
Barbara Harrison	13A Starknaught Ht	781 258-3965		
Richard J. Segall	35 Starknaught Hts	978-282-3268		
Louise P. Gatchell	19H Starknaught Hts.	978 281-0259		
+ Richard Aptekar	11 Starknaught Hts	978-283-3338		
Daniel Halvorson	32 Starknaught Hts	978-491-9757		
Kevin Noonan	31 Starknaught Hgts	978-281-1104		
Glen Pomeroy	6 Starknaught Hgts	978-943-1375		
Mary Golden Moody	23B Starknaught Hts	978 304 9232		
Stacey Dexter	26 Starknaught Hts	(978) 325-3520		
Steve Sajda	22 STARKNAUGHT HTS	978 281 7238		
Lin Galanke	6A Starknaught Hts	281-2309		
Barry TROCHA	3 STARKNAUGHT HTS	978-430 2483		
Nancy M. Jabba	7 Starknought Hts	(978) 283-8735		
Margaret T. Benedict	10 Starknaught Hts	978 283-7809		
Lise Whitcher	15 STARKNAUGH HTS.			

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NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
1 Kelly Shrinir	25 Starknaught Hts	781 7046915		
2 JOHN Stempeck	9 Starknaught Hts	617 571 0369		
3 John E. Mery	33 Starknaught Hts	617-767-7852		
4 Barbara Harrison	13A Starknaught Ht	781 258-3965		
5 Richard J. Sayall	35 Starknaught Hts	978-282-3265		
6 Louise P. Gottschall	19A Starknaught Hts.	978 281-0259		
+ 7 Richard Aitken	11 Starknaught HTS	978-283-3338		
8 Daniel Halverson	32 Starknaught HTS	978-441-9757		
9 Kevin Noonan	31 Starknaught Hgt	978 281-1104		
10 Jean Pomeroy	6 Starknaught Hgts	978-9431-378		
11 Mary Golden Moody	23B Starknaught Hts	978 304 9232		
12 Stacey Dexter	26 Starknaught Hts-(978) 325-3520			
13 Steve Sajda	22 STARKNAUGHT HTS	978 281 7238		
14 Lou Galanke	6A Starknaught Hts	281-2309		
15 Barry TROCH	3 STARKNAUGHT HTS	978-430 2483		
16 Nancy M. Jabba	7 Starknought Hts (978) 283-8735			
17 Margaret T. Benedict	10 Starknaught Hts	978 283-7809		
18 Lise Whitcher	15 STARKNAUGH HTS.			

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PROPERTY OWNERS PETITION FORM

We, the undersigned, being the owners of property having frontage on Starknaught Road a private way which has been opened to the public for at least six (6) years, request the City of Gloucester to repair said road using the full powers vested with the City. We agree to provide all easements, rights of way, designs, permits and legal certifications necessary for the said improvements. The cost resulting from the improvements to be carried out are described in Section 21-83, "Funding for approved Construction and Repair", Code of Ordinances. The full cost of this project is understood to be not in excess of $150,000.00.

NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
Susan Destino	7 Starknaught Rd	978-290-1583		
Anne [illegible]	9 Starknaught Rd	978 335 2952		
Joseph Stuart	12 Oxford rd	978-290-6941		
Maria G. Gelra	17 Starknaught Rd	978-283-0721		
Jack Rice	15 Starknaught Rd			
J A Cerrina	8 & 10 STARKNAUGHT RD			
"	#46 Lot. 9 Starknaught Rd			
Bryan [illegible]	12 Starknaught Rd			
Nancy Egan	5 Starknaught Rd Glo			
Cleri Matta	16 Starknaught Rd			

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PROPERTY OWNERS PETITION FORM

We, the undersigned, being the owners of property having frontage on Oxford

a private way which has been opened to the public for at least six (6) years, request the City of Gloucester to repair said road using the full powers vested with the City. We agree to provide all easements, rights of way, designs, permits and legal certifications necessary for the said improvements. The cost resulting from the improvements to be carried out are described in Section 21-83, "Funding for approved Construction and Repair". Code of Ordinances. The full cost of this project is understood to be not in excess of $57,000

NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
Stacey Dexter	26 Starknaught Hts	(978)325-3520		
Jim Caulkett	10 OXFORD RD	978 281 4580		
Faye Passanisi	9 Oxford Rd	978.281.5736		
Joseph Stuart	12 Oxford rd	978-290-6941		
[illegible]	13 Oxford Rd			
[illegible]	15 Starknaught Rd			
Mary Piscitello	6 Oxford Rd	978-282-9449		
[illegible]	5 Oxford Rd.	978.495.0805		
Roland Lemieux	4 OXFORD RD	978-290-0165		
[illegible]	11 Oxford Rd	617-621-5026		
Jess Keith Matti	7 Oxford Rd	(386) 290-4011	(386) 473-9430	

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PROPERTY OWNERS PETITION FORM

We, the undersigned, being the owners of property having frontage on Josephs a private way which has been opened to the public for at least six (6) years, request the City of Gloucester to repair said road using the full powers vested with the City. We agree to provide all easements, rights of way, designs, permits and legal certifications necessary for the said improvements. The cost resulting from the improvements to be carried out are described in Section 21-83, "Funding for approved Construction and Repair". Code of Ordinances. The full cost of this project is understood to be not in excess of $41,000.

NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
Jack C Cavagnaro	8 Josephs	281-4761		
Donald Fox	12 Josephs Way	978-283-4966		
Donald Fox	3 Josephs Way	978283 4966		
Kathryn Limone	6 Josephs Way	~~978-283-2423~~ 978-283-2348		
Margaret Benedict	10 Stacknaught Abuts Jos. Way	978-283-7809		
[illegible]	4 Josephs Way	978-281-5526		
[illegible]	10 Josephs Way	978 290-8759		
Rachel Kistenmacher				

Sec. 21-80. - Intent; definitions; exclusions; city not required to maintain.

(a) Definitions. The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this subsection except where the context clearly indicates a different meaning.

Abutter and *abutting owner* means all persons holding ownership rights in property abutting a private way and all persons holding ownership rights in any property the access to which, by necessity, requires travel over such private way.

Abutting parcel means any property actually abutting the private way regulated by this article and any property the access to which, by necessity, requires travel over such private way.

Private ways.

(1) The term "private way" includes, within the scope of this article, statutory private ways and dedicated private ways.

a. The term "statutory private ways" means those ways which have been laid out pursuant to M.G.L. c. 82, § 21 and are subject to M.G.L. c. 84, §§ 23, 24. Such ways are open to the same type and extent use as public ways.

b. The term "dedicated private ways" are those ways which were not laid out under statutory authority but are open to free public use of a nature and extent sufficient to constitute evidence of the permanent intention of abutting property owners to abandon private rights in the ways.

(2) The term "private ways" within the scope of this article does not include permissive private ways or unconstructed (paper) ways.

a. The term "permissive private ways" means those ways that have not been laid out by a public authority or dedicated to public use and are wholly the subject of private ownership. A permissive private way is open to public use solely by the continuing permission or license of the owner or abutter; such owner or abutter displays a continuing intent to exercise dominion over the way and may, for example, post the way with signs limiting or prohibiting public use.

b. The term "unconstructed" or "paper ways" means those ways or portions thereof that have been created on paper by a deed, easement, plan or other instrument or by subdivision or approval not required (ANR) plan under the Subdivision Control Act, but have not yet been paved, improved or otherwise constructed on the ground.

(b) Pursuant to chapter 325 of the Acts of 2002 and M.G.L. c. 84, § 12 and c. 40, § 6N, this article is intended to establish the process by which temporary and permanent repairs may be made to private ways and to facilitate the performance of permanent repairs upon private ways in the city so that they may become eligible for conversion to public ways.

(c) In order to qualify for permanent or temporary construction or repair under this article, all private ways otherwise eligible must have been open to the public for six or more years and must abut four or more occupied residences or operating businesses.

(d)

None of the ways described in this section are of the type of which the city has an existing duty of maintenance or repair for which the city is liable in damages for defects. Abutters to private ways are responsible for the maintenance of such ways. Constructed private ways must be maintained so that there are no defects to impede the safe passage of emergency vehicles. Nothing in this article is intended to create any duty to maintain or repair such private ways or to subject the city to any liability for defects therein.

(Ord. of 11-18-1980, § 1; Ord. of 4-10-2012(01); Ord. of 9-24-2013(224))

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 21-81. - Type and extent of work.

(a) Permanent construction or repair to private ways shall be performed with the goal of improving the way such that it becomes eligible for conversion to a public way. Such permanent construction or repair shall include, but not be limited to, the construction, resurfacing and reconstruction of private ways consistent with the standards set forth in the current edition of the city planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C. Permanent construction or repair may also include the installation and construction of drainage systems.

(b) Temporary construction or repair shall include the filling of potholes in the subsurface of private ways and repairs to the surface materials, but shall not include significant excavation, regrading, drainage work, or the resurfacing thereof. Oiling and tarring of private ways by the city shall not be permitted.

(Ord. of 11-18-1980, § 2; Ord. of 9-24-2013(224))

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 21-82. - Permanent or temporary construction or repair, when available.

(a) Permanent construction or repair may be performed by the city upon approval of the abutters' petition by the city council in accordance with the procedures set forth in sections 21-84 and 21-85.

(b) Temporary construction or repair may be performed by the city upon a determination by the director of public works that the condition of a way adversely affects the safety of the inhabitants and that construction or repair of a permanent nature is unnecessary to cure the condition, or upon determination that the condition of the way constitutes an emergency which requires the immediate performance of construction or repair in order to protect the health or safety of the inhabitants of the city. Such temporary repair shall not be considered as maintenance of the private way nor shall the way be considered a public way as a result of any repair.

(Ord. of 11-18-1980, § 3; Ord. of 9-24-2013(224))

Sec. 21-83. - Funding for approved construction or repair.

(a) Up to 100 percent of the total cost of performance of approved permanent construction and repair work, including the cost of all plans or specifications shall be paid by the abutting owners, the amount to be so paid to be divided by the number of abutting parcels and assessed to the owners thereof. Any amount to be paid by the city shall be paid from funds appropriated to a separate account in the yearly city budget or from the capital improvement program.

(b) In any case involving construction or repairs consisting less than $4,000.00, the city may satisfy its financial obligation under subsections (a) and of this section through the provision of either in-kind services or cash payment of the amount established pursuant to this section. In-kind services may be performed by the department of public works if, in the judgment of its director, the department has

the existing capability to render such performance. Where the cost of construction or repair exceeds $4,000.00, the work shall be awarded to private contractors by means of the applicable bidding procedures.

(c) The city shall not require that abutting owners pay a cash deposit as a prerequisite to the performance of approved work. However, betterments shall be assessed and collected for such work in accordance with the provisions of M.G.L. c. 80, § 1 et. seq. and other applicable laws.

(d) In the case of temporary repairs, the city shall be obligated to pay 100 percent of the total cost.

(Ord. of 11-18-1980 § 4; Ord. of 9-24-2013(224))

Sec. 21-84. - Procedural prerequisites for petitions to city council for permanent construction or repair.

(a) Any performance of permanent construction or repair as set forth in this article is subject to the availability of funding and must be authorized by a majority vote of the city council.

(b) Abutters to a private way shall begin the process of seeking permanent repair to the way by making a written request for a preliminary assessment from the city engineer as to whether the way could be improved to the meet the specifications contained in the planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C, and be eligible for potential conversion to a public way. Such requests must be signed by a minimum of three abutters to the way.

(c) The city engineer shall issue a preliminary assessment in writing as to the potential for the private way to be converted to a public way within 60 days of receiving such request. The city engineer shall rely on the guidelines contained in the planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C, in making the assessment. The city engineer shall also consult with the fire chief as to emergency access requirements needed. As part of the project, the city engineer shall prepare a preliminary estimate of the cost of the project. The engineer's preliminary cost estimate is for guidance of the petitioners only and does not replace the full set of engineering plans required in section 21-85(g) below.

(d) Upon receiving a favorable preliminary assessment from the city engineer as to the potential conversion of the way to a public way, abutters seeking the permanent repair of a private way shall submit to the city council a petition signed by no less than 51 percent of the abutting owners of the private way subject to the proposed construction or repair. The submittal of the petition must conform to the requirements of subsections (d) through (j) of this section and subsections (a) and (b) of section 21-84.

(e) Petitioners shall use only official petition forms, available from the city clerk's office upon request. The petition form shall specify the intended share of the cost of the project to be borne by the petitioners and the cost estimate prepared by the city engineer as specified in section 21-85(c).

(f) The original petition and an official record of the votes cast at the abutters' meeting, as required by section 21-84, shall be submitted to the city clerk. All petitions must plainly indicate that a meeting of the abutting owners has been held and votes recorded as provided in accordance with section 21-84. The city clerk shall file a copy of the petition with the mayor's office and with the director of public works.

(g) The original petition and official record of the votes cast at the abutters' meeting must be accompanied by the abutters' proposal for permanent repair of a private way, including a set of engineering plans, prepared and signed by a registered engineer qualified in the field. Such plans shall be of sufficient detail to indicate the nature and extent of the work requested and the quantity and type of material necessary. Such plans shall also indicate an estimated cost of the requested construction or repair.

(h) Within 30 days after the filing date of the petition, the mayor and the director of public works shall review the petition and the plans in accordance with the standards set forth in the planning board's "Rules and Regulations Governing the Subdivision of Land," section 2.2.7 and Appendix C, and shall submit to the city council their recommendation as to whether the plans are consistent with the standards contained therein and whether the permanent repair or construction of the way could result in its eventual conversion to a public way.

(i) The city council must hold a public hearing upon the petition within 60 calendar days of filing thereof, except that in a particular case the council, by 2/3 vote thereof, may extend the deadline for hearing by a maximum of 30 days. Review of the petition by the city council shall include a determination whether the construction or repair is required by public convenience and necessity.

(j) Notice of the council's decision shall be posted and a copy thereof shall be mailed to all abutting owners.

(Ord. of 11-18-1980, § 5; Ord. of 9-24-2013(224))

Sec. 21-85. - Meeting and vote by abutting owners.

(a) Prior to submitting any petition under this article, and after notice to all abutters, a meeting of all abutting owners must be held. The meeting shall be called by any three or more abutting owners. Notice of the meeting, stating the date, time and location thereof, shall be given at least seven days in advance by posting the notice in the city clerk's office and by mailing the notice to all abutting owners by certified mail, return receipt requested. A receipt by electronic mail or other proof of certified mailing shall be deemed sufficient evidence that notice has been given to abutting owners.

(b) At the meeting of abutting owners as required by subsection (a) of this section, separate votes shall be taken and recorded to determine whether certain repairs are to be sought and whether such repairs shall be paid for pursuant to the terms of this article. A majority of the abutting owners must attend the meeting and must vote in favor of both issues in order to qualify for construction or repair under this article. Each property, whether held singly, jointly or by a trust or corporation, shall be entitled to cast one vote by the designated or agreed-upon representative of the owners, and who must be in attendance at the meeting. The official record of the meeting, including the attendees and the votes cast shall be included with the petition for permanent repairs to a private way when the abutters present the petition to the city clerk as described in section 21-85.

(Ord. of 11-18-1980, § 6; Ord. of 4-10-2012 (01); Ord. of 9-24-2013(224))

Sec. 21-86. - Municipal liability for construction or repair.

(a) The city shall not be liable on account of any damage whatever caused by construction or repair performed pursuant to this article.

(b) No term or provision of this article shall be interpreted or construed to constitute the acceptance by the city of any duty, responsibility or liability for the enforcement of any private right of any petitioner or abutting owner, including without limitation any right to improve or maintain a private way or to keep a private way free from encroachment.

(Ord. of 11-18-1980, § 7)

City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal X Other _____

Name of Grant: Title III B Older American's Act

Department Applying for Grant: Council on Aging

Agency-Federal or State application is requested from: SeniorCare, Inc.

Object of the application: Salary to supplement hours for Outreach Coordinator

Any match requirements: NO

Mayor's approval to proceed: _____ 8/20/15
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

ACCOUNT BUDGET

DEPARTMENT NAME: Council on Aging

ACCOUNT NAME: Title III B Older American's Grant

FUND NUMBER AND NAME: (N/A FOR NEW FUND) 292099105415100000000000000051

CFDA # (Required for Federal Grants): 93.044

DATE PREPARED: August 4, 2015

OBJECT	ORIGINAL BUDGET	APPROVED AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (450)	$10,500.00	$7,521.00		
				$0.00
				$0.00
				$0.00
Total:	$0.00	$0.00	$0.00	$0.00
43,321.00 EXPENSE (salary)				
City of Gloucester /Salary	29,231.00			29,231.00 $0.00
Title III B OAA/Salary	10,500.00	7,521.00		7,521.00 $0.00
EOEA	3,590.00	6,569.00		6,569.00 $0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total:	43,321.00 $0.00	43,321.00 $0.00	$0.00	43,321.00 $0.00

DEPARTMENT HEAD SIGNATURE Lynn E. Sherman 8/4/2015

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

FORM: AUDIT ACCOUNT BUDGET - V1

Main Office
49 Blackburn Center
Gloucester, MA 01930
978-281-1750 • 1-866-927-1050
FAX (978) 281-1753
TDD (978) 282-1836

SeniorCare
Elder Services | Information | Solutions

100 Cummings Center
Suite 106-H
Beverly, MA 01915
978-281-1750 • 1-866-927-1050
FAX (978) 969-0358
TDD (978) 282-1836

July 29, 2015

Ms. Lucy Sheehan, Director
Gloucester Council on Aging
Six Manuel Lewis Street
Gloucester, MA 01930

Dear Ms. ~~Sheehan~~: Lucy

The Advisory Council and the Board of Directors of SeniorCare Inc., is pleased to be able to award you $7,521.00 for your Title III Outreach program for the federal fiscal year of October 1, 2015 through September 30, 2016.

Congratulations on your success in receiving funding. We received a number of good proposals and the total amount of money requested was beyond our funding limits. Therefore SeniorCare's Advisory Council recommended, and the Board of Directors voted, to provide funding, as available, to those who submitted a Request for Proposal (RFP) that met the criteria set forth in that RFP.

Because the amount awarded is less than the requested amount, the budget, units of service and perhaps program description portions of your proposal may need revision. Please make adjustments to the appropriate pages of your RFP, including an updated budget page, and send them to SeniorCare so that the adjusted pages can be inserted in the final document that we will be forwarding to you in duplicate for your signature.

Since your agency did not receive the amount requested, you have a right under federal regulations to request a hearing from SeniorCare regarding the funding you were awarded. Enclosed is information, which outlines the procedures and provides you with the appropriate regulations.

We are pleased that your agency is one of a comprehensive network of agencies providing services to elders in the Cape Ann/Beverly area and look forward to working with you.

Sincerely,

Jane Militello

Jane Militello
Assistant Executive Director
SeniorCare Inc.

enclosure

SeniorCare

AREA AGENCY ON AGING

Application for Project Contract - Under Title III-B of the Older Americans Act

I. GENERAL INFORMATION

A. Title of Proposed Project: Outreach Community Education-Social Worker

B.

Name, Address & Phone Number of applicant organization:	Address(s) at which Project will be conducted (street, City, Town, & Phone No.)
Gloucester Council on Aging 6 Manuel F. Lewis Street Gloucester, MA	same

C.

Communities to be served:

- [ ] Beverly
- [ ] Essex
- [x] Gloucester
- [ ] Ipswich
- [ ] Hamilton
- [ ] Manchester
- [ ] Rockport
- [ ] Topsfield
- [ ] Wenham

D. Name and Title of Project Director, Supervisor or Coordinator:
Lydia Bertolino, LSW, Outreach Coordinator

II. SUMMARY OF FUNDS REQUESTED

	FFY16
Total Project Costs	$64,421.00
Applicants Proposed Contribution (match)	53,921.00
Amount of Older Americans Act Funds Requested	10,500.00

Signature of individual authorized to commit applicant organization to this project:

Signature	Title	Date
[signature]	Executive Director	June 15, 2015

III. Program Narrative

1. In space below please state the project's goals and objectives. Please use a separate page for each objective. (see attachment A for definitions)

#1 Goal:#

The goal of the Gloucester Council on Aging Outreach Program is to continue to identify socially isolated and economically disadvantaged elders with a special emphasis on the minority and disabled elders. Outreach shall provide information about available elder services within the community and make appropriate referrals to those services, and provide needed advocacy. Outreach Coordinator shall be available and provide information, referral, and assistance to those elders especially the low-income, socially isolated, and minority individuals on a daily basis either by phone, office or home visit to acquire the needed public benefits, as MassHealth, Supplemental Security Income, Food Stamps, Fuel Assistance, Transportation, Legal Assistance, Free Cell Phone, and Senior Housing Options. Also assist seniors acquire MassHealth through the Waivered Service Program of the local Area Agency on Aging (SeniorCare, Inc.) Outreach will assist family members seeking services and assistance for their elder parents or relative.

#1 Objective:#

To identify the socially isolated, non-English speaking, and economically disadvantaged elders, it is necessary to develop and maintain resources that are necessary to provide personal and telephone contacts, provide information and offer referrals, education and advocacy to Gloucester seniors.

The Outreach Worker by the end of the program year, will have increased the number of informational calls and referrals made. The Outreach worker will be able to identify those seniors especially those of economic needs and those who are socially isolated and minority individuals. The Outreach Worker will develop an Outreach Brochure in English, Spanish, Italian and Portuguese by years end for distribution.

2. Please provide the following:

FFY2016 – Estimate # of Services to be Delivered and to Whom

# of Service Units to be Delivered	1500	# of elders with greatest economic need	263
# of new Elderly to be Served	750	# of elders with greatest social need	300

(See Attachment B for Definitions.)

3. Please provide a short background history of the applicant agency including material which demonstrates the applicant's ability to carry out the proposed project. If you have administered the same project you are proposing under contract from SeniorCare the previous year, please give a summary of accomplishments during the past year.

The Gloucester Council on Aging Outreach Coordinator is a Social Worker and a S.H.I.N.E. Counselor and provides services at the Rose Baker Senior Center and in private homes, five days each week. We continue to emphasize reaching out to seniors unable to come to the senior center to help avoid isolation, the result of being homebound. Outreach continues to highlight our Area Aging Agency / ASAP / SeniorCare, Inc. and the essential programs available. This is consistent with the original intent and mission of the Council on Aging, which is to link services in cooperation .

4. Process used to develop this project. (Constituent involvement, needs assessment, cost benefit analysis, etc.). Please demonstrate how this project is not duplicative of any existing project in the Cape Ann/Beverly area.

The need for Outreach services was established in 1989 as the need in our community was indicated. Our services are not duplicative of other agencies, but rather provides a link to services, offers advocacy and information, and maintains hands-on health insurance assistance as S.H.I.N.E. together with present Mayor of Gloucester, also a S.H.I.N.E. Counselor. Our Outreach was developed in conjunction with SeniorCare, Inc. and the continuation of the coordination of services with SeniorCare is ongoing.

5. Proposed Internal Monitoring and Evaluation of Project.

Daily logs and files, and monthly reports submitted to SeniorCare, Inc. are kept by Outreach .

Ongoing client satisfaction and regular meetings with the Council on Aging Director helps insure accomplishment of the program goals and objectives..

6. Training and Supervision of Project Personnel.

Outreach regularly attends updates and meetings. Re-certification and monthly S.H.I.N.E. meetings are upheld. Attendance at ongoing educational and regional Outreach Coordinator support group meeting and seminars is maintained. The Gloucester Council on Aging Outreach Coordinator is well-trained in community resources and linkages available for seniors and works closely with other local and regional coordinating agencies. This experience was developed working in the aging field at SeniorCare, Inc.

7. Statement affirming staff CORI (Criminal Offending Record Information) checks.

The Executive Director submits CORI checks and maintains files for all project staff and volunteers, also required to have routine CORI check prior to being hired or placed as a volunteer. CORI checks are done in-house by COA Director.

8. Describe the outreach, marketing and public information efforts you will make to identify individuals eligible for assistance. It is a requirement that organizations requesting Older Americans Act Funds prioritize service to elders with greatest economic or social need, with particular attention to low-income minority elders, with severe disabilities, with limited English proficiency and older individuals with Alzheimer's disease or related disorders (see Attachment B for definitions). Specify the efforts you will make to inform such individuals and the caretakers of such individuals of the availability of your proposed service.

Our monthly newsletter "Coastline News" offers Outreach information and education. This publication of 2,000, are distributed by mail and hand-delivered to local public housing, library, banks and stores.

Information is also offered through local media, fliers, posters, church bulletins and local Cablevision station. We continue to emphasis Outreach services focusing on socially and economically disadvantaged low income minority elders and those with severe disabilities and limited English speaking. We reach out to those with chronic illnesses as Alzheimer's, Parkinson's and other debilitating diseases.

Educational and informational Outreach sessions collaborate with community agencies to ensure that dis-advantaged and low-income frail seniors receive benefits, services and information that are needed.

Outreach efforts extend to home visits, educational sessions as senior housing sites,

9. Specify how you intend to satisfy the service needs of low-income minority individuals and provide services to them in accordance with their need for such service. This is a federal requirement.

Outreaching to the vital needs of seniors, in particular, low-income minority seniors is critical. Our Outreach worker works with community leaders, agencies and local ASAP to help identify low-income and minority and frail elders to ensure that they are aware of the benefits and services available to them. Referrals are made to the appropriate agencies.

The senior center serves as a home-away-from-home drop in center, and our Outreach worker is readily available five days every week, to facilitate the increasing needed for legal assistance, to assist minority and low-income, and frail dependent elders and to ease communication in service of those needs.

10. Specify how you intend to satisfy the service needs of selected Targeted Populations (see Attachment B for definitions) for Outreach services and Friendly visiting, Companion, and Telephone reassurance. Explain how you have or will identify the targeted population(s) need for your area.

The Outreach Program work is a critical function of the Council on Aging. The Outreach worker works with community leaders to help identify low-income minority elders in Gloucester, to ensure that they are aware of the benefits and services that are available to them; and referral to the appropriate agencies of Government offices Outreach is available for all those coming to the senior center, and those who need a home visit, Monday through Friday, 9:00 am - 4:00 pm.

11. Elders must be informed that they may make donations. However, service may not be denied if they are not able to make a donation. The donations must be used to increase the number of services offered by the proposed project. Please be specific as to how you plan to provide an opportunity for clients to make voluntary, confidential donations as well as how you will collect, safeguard, and account for all donations received from program participants. Include transports (as needed), deposits, and recording of donations.

The Outreach worker has posted in her office, a written statement requesting Title III donations and identifies the funding sources of the Outreach Program. When making home visits, the Outreach worker distributes to the elder being served, that a donation is accepted and notes the funding sources for the Outreach Program at the Council on Aging. Anyone wishing to contribute to the Council on Aging because of efforts made by Outreach, made send contributions to the Friends of the GCOA c/o Rose Baker Senior Center.
All donations are recorded by the Director and deposited to Friends account at a local bank.
Directors keeps tract of donations on Excel spreadsheet at the senior center. Cash donations are placed an envelope and processed the same way. Outreach services are available whether or not a donation is made.

12. Outline the specific steps you will take this year to acquire future funding of this project.

City Administration is committed to the continuation of this position and program although.
financial support is critical from SeniorCare's Title III B Grant Funds.

13. Describe the process you have in place to obtain consumers input about their satisfaction with the service.

Outreach worker provides Satisfaction Survey. A recent collaboration with Gloucester Housing Authority, SeniorCare, Healthy Gloucester Collaborative, Police Department and Council on Aging, provided wants and needs categories, and also services satisfaction categories.

14. Describe the safety/emergency planning in place to safeguard consumers and the service area(s) i.e. evacuation plans.

Executive Director is part of the Cape Ann Emergency Planning Team and attends disaster and evacuation workshops and trainings.
A recent round-table workshop and training with Cape Ann and Ipswich Emergency Teams on Emergency Sheltering and planning (acting out situations) was recently held, Director attended.
This past year the first ever Fire Department fire alarm evacuation was held.
Senior Center serves as a Cooling Shelter for the City of Gloucester.

15. Describe the policies and procedures that you have in place to assure HIPAA compliance and the HIPAA training of your staff.

Outreach in particular, matters are always confidential.. Outreach records are confidential and kept in Outreach Workers office in locked file cabinets.

Our statistical program reports only numbers in each category, never names of individuals or families.

An updated staff training for HIPPA will be planned for the near future. Staff completes mandatory Ethics training.

BUDGET - EXPENSES

Item	Cash	In-Kind	Total
Personnel Cost:			
Salaries by the Title(s) of Personnel *	43,321.00		
Fringe Benefits:			
Mandatory (F.I.C.A. Workman's Compensation)	8,200.00		
Voluntary (Health Insurance, etc.)			
TOTAL PERSONNEL COSTS:	51,521.00		51,521.00
Support Costs:			
Telephone		3,500.00	
Rent			
Maintenance		800.00	
Supplies			
Utilities			
Rental Equipment			
Equipment Purchases **			
Insurance			
Travel		600.00	
Other (specify)			
Ex. Director Assistance & Support		8,000.00	
TOTAL SUPPORT COSTS:			12,900.00
TOTAL PROJECT COST			64,421.00
Match (In-Kind, Client Donations, Other Project Income)		53,921.00	

Amount Requested from SeniorCare (Total Project Costs minus match) 10,500.00

*Indicate hours paid by project 37.66/year

**Becomes property of SeniorCare at end of project, if cost of equipment is over $100.00 and has a durability span of over one year.

BUDGET -- PROJECT INCOME

16. Please List Specific Sources of Anticipated Income for the Project.

Source	Cash	In-Kind	Total
Title III-B Funds from SeniorCare	10,500.00		10,500.00
Client Donations			
Other Project Income			
City of Gloucester / Salary		32,821.00	32,821.00
City of Gloucester / benefits		8,200.00	8,200.00
Telephone / provided by City of Gloucester		3,500.00	3,500.00
Seminars; workshops, publications		800.00	800.00
Travel Expenses		600.00	600.00
Executive Director / City of Gloucester		8,000.00	8,000.00
Total	$10,500.00	53,931.00	64,421.00

17. If there is any piece of the budget expenses or income which needs explanation, please do so here.

Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012
FAX 978-281-4188
jcaulkett@gloucester-ma.gov

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

Memorandum

From: Jim Caulkett, Harbormaster
To: Mayor Sefatia Romeo Theken
Date: August 7, 2015
Subject: National Grid Remediation Agreement

Mayor Theken,

In your next Mayor's Report to Council will you include the attached Remediation Agreement with National Grid and the copy of the $20,000.00 dollar check required for payment as stated in Section 1.9 of this agreement.

These funds are to be deposited in the Solomon Jacobs Stabilization Account #710004.

The actual check is being held by Chief Financial Officer John Dunn.

If you have any further questions please feel free to contact me.

Respectfully

Cc; John Dunn, Chief Financial Officer
Kenny Costa, City Auditor

nationalgrid

Kenneth E. Lento
Project Manager
NE Site Investigation and Remediation Group

VIA UPS

July 9, 2015

Charles J. Payson, Esq
City of Gloucester
Legal Department
City Hall, 9 Dale Avenue
Gloucester, MA 01930

Dear Mr. Payson:

Please find enclosed a payment of $20,000.00 in accordance with the terms of the Remediation Agreement and the First Amendment to the Remediation Agreement (collectively referred to as the "Agreement") between the City of Gloucester and Massachusetts Electric Company d/b/a National Grid. Section 1.9 of the Agreement requires this payment within 30 days of the effective date of the Agreement (June 12, 2015). As such, we have fulfilled this obligation.

If you have any questions, please do not hesitate to contact me via telephone at (617) 791-2627 or e-mail: kenneth.lento@nationalgrid.com.

Sincerely,

National Grid

Kenneth E. Lento
Project Manager

c: Jim Caulkett, City of Gloucester (via e-mail)
Timothy J Roskelley, Anderson & Kreiger (via e-mail)
Kim Goslant, National Grid (via e-mail)

40 Sylvan Road, Waltham, Massachusetts 02451
T: 617.791.2627 ■ F: 781.907.5720 ■ kenneth.lento@nationalgrid.com ■ www.nationalgrid.com

Check Date: **06/25/2015** nationalgrid Check Number: **7000822032**

Vendor ID:	1000003559	Amount of Invoices:	$20,000.00
Vendor Name:	CITY OF GLOUCESTER	Discounts Taken:	$0.00
Value Date:	06/25/2015	Amount of Payment:	$20,000.00

Please be advised that **NATIONAL GRID USA SERVICE COMPANY, INC** has generated a payment on behalf of **MASSACHUSETTS ELECTRIC COMPANY.** The invoice payment details are as follows:

Origin	Invoice Number	Invoice Date	Invoice Received Date	Gross Amount	Discount Taken	Paid Amount	PO ID	Payment Message
NONPO	06-2015	06/22/2015	06/22/2015	$20,000.00	$0.00	$20,000.00		June 2015 Settlement
				$20,000.00	$0.00	$20,000.00		

Contact the Accounts Payable Department at 1-888-483-2123 to receive payments electronically, update account information or make inquiries.

National Grid USA - Accounts Payable Department - 300 Erie Blvd West, Syracuse, NY 13202 1-888-4TDC-123 (1-888-483-2123)

National Grid
300 Erie Boulevard West
Syracuse, NY 13202-4250

Citibank, NA
One Penn's Way
New Castle, DE 19720

82-20/311 [redacted]

Date 06/25/2015 Check Amount $20,000.00****

Pay **** TWENTY THOUSAND AND 00/100 DOLLARS ****

To The Order Of
CITY OF GLOUCESTER
9 DALE AVE
GLOUCESTER, MA 01930-5998

Authorized Signature
Void after 120 Days

[redacted] [redacted]

FIRST AMENDMENT TO REMEDIATION AGREEMENT

This First Amendment to Remediation Agreement (the "Amendment") is made and entered into as of the ___ day of _____, 2015 ("Effective Date of the Amendment"), by and between MASSACHUSETTS ELECTRIC COMPANY D/B/A NATIONAL GRID ("MEC"), having a mailing address of 40 Sylvan Road, Waltham, Massachusetts 02451 and the CITY OF GLOUCESTER ("City"), having a mailing address of City Hall, Gloucester, Massachusetts 01930.

WHEREAS, MEC and the City (the "Parties") entered into a remediation agreement dated October 30, 2013 ("Remediation Agreement") regarding the Parties' respective roles and responsibilities regarding MEC's remediation activities ('Remedial Actions") in the Harbor Loop area of Gloucester, Massachusetts, including Remedial Actions in the City-owned Solomon Jacobs Park and Public Landing and MEC's property at 19-21 Harbor Loop which is currently leased, in part, to the City Harbormaster; and

WHEREAS, the Parties wish to amend the Remediation Agreement to address issues related to the MEC's temporary use of floating docks that the City plans to procure for its new docking system at Solomon Jacobs Park and address additional issues that have arisen since the Remediation Agreement was executed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MEC and the City hereby agree as follows:

1. MEC and the City hereby ratify and confirm the Remediation Agreement according to its terms, as amended by this Amendment.

2. All capitalized terms not specifically defined in this Amendment and not otherwise proper nouns shall be defined as set forth in the Remediation Agreement.

3. Section 1.2.2 is amended by deleting the first sentence and replacing it with the following:

1.2.2. After the conclusion of both work seasons described in § 1.2.3 below and subject to §§ 1.7 and 2.6 of this Agreement, MEC will install for use by the City a temporary floating dock system in substantially the same configuration and as specified in Exhibit A-1, which is attached and incorporated into this Amendment ("Temporary Docking Facilities"); *provided*, however, that the City first procures and arranges for delivery of each floating dock component labeled as "new" in Exhibit A-1 at no additional expense to MEC other than MEC's payment under § 1.9.

4. Section 1.2.3 is deleted in its entirety and replaced with the following:

1.2.3. National Grid anticipates that the Park Remedial Actions will require two full work seasons (e.g., September 2015 – May 2016 and September 2016 – May 2017). National Grid will restore the Park between work seasons (e.g., May 2016 – September

2016) with interim measures such as laying sod or a similar surface. Upon full completion of the Park Remedial Actions, National Grid will restore the Park according to the restoration plan attached and incorporated into this Agreement as Exhibits H-1 through H-4 ("Park Restoration Plan"), subject to National Grid receiving all necessary permits, licenses and other approvals necessary to implement the Park Remediation Plan. The City shall be solely responsible for all costs incurred as a result of any changes to the Park Restoration Plan that are requested by the City and the City agrees to assume all liability for the replacement of bollard and rope structures that are within the United States Coast Guard right-of-way as shown on Exhibit H-5.

5. Section 1.4 is amended by adding a new § 1.4.1 as follows:

The City acknowledges and agrees that Exhibit C has not been recorded and must be replaced with a revised AUL in substantially the same form as the AUL attached and incorporated into this Agreement as Exhibit C-1 (the "Revised AUL") to (*a*) conform to changes to the MCP made after the Effective Date of the Remediation Agreement and (*b*) reflect the final placement of the Porewater Cap. The City has reviewed and approved the Revised AUL, with the exception of Exhibit B and the survey plan referenced in the Revised AUL. A final survey plan and Exhibit B will be provided to the City in the final version of the Revised AUL. MEC shall finalize the Revised AUL at MEC's sole expense. Within 30 days of receiving from MEC a copy of the Revised AUL in its final form, the City shall either execute the Revised AUL or notify MEC of any inaccuracies in the survey plan or Exhibit B. In the event that the City notifies MEC of an inaccuracy, the City shall execute the Revised AUL within 15 days of receiving corrected plans from MEC. Upon execution by the City and MEC's LSP, the Revised AUL shall replace and supersede the AUL presently attached as Exhibit C and the Revised AUL shall be held in escrow and recorded by MEC as required in § 1.4.

6. Exhibit D is deleted in its entirety and replaced with the plan attached to this Amendment and titled "Exhibit D, New City Dock."

7. Section 1.7 is amended by adding the following:

1.7.7. After the completion of the Park Remedial actions, MEC agrees to assist the City with the installation of the New City Dock by installing the components from the Temporary Docking Facilities, but only to the extent those components have first been procured and made available to MEC by the City, as specified in Exhibit D. All other components of the New City Dock shall be installed by the City, as specified in Exhibit D.

1.7.8. MEC shall, at its sole expense, install at the locations specified in Exhibit D the following to support the New City Dock: (a) a concrete foundation for a davit, including necessary underground conduits to facilitate installation of electrical power for the davit; and (b) underground piping, electrical conduits, and vault for a sewage pump-out system. The underground piping, electrical conduits and vault shall be supplied by MEC at MEC's sole expense. The davit shall be supplied by the City at the City's sole expense.

The City shall be responsible for installing at the City's sole expense any other support structures or facilities for the New City Dock, including without limitation the sewage pump-out equipment depicted in Exhibit D.

8. A new section 1.8 is added as follows:

1.8. MEC's Temporary Use of Certain New City Dock Components.

1.8.1. The City shall purchase for the New City Dock two new deep draft concrete floats, each approximately 12' x 41' ("Deep Draft Floats") for delivery by August 15, 2015.

1.8.2. The City authorizes MEC to use the Deep Draft Floats as a temporary floating breakwater on the United States Coast Guard ("USCG") property at 17 Harbor Loop during the two full work seasons described in § 1.2.3. MEC shall be responsible for all costs associated with using the Deep Draft Floats on the USCG property and shall be responsible for repairing any damage to the Deep Draft Floats that occurs as a result of MEC's use.

1.8.3. MEC releases and holds harmless and indemnifies the City for any and all damages which may occur as a result of MEC using the Deep Draft Floats or transporting the Deep Draft Floats.

1.8.4 From the time MEC takes possession of the Deep Draft Floats for use on the USGC property until MEC reinstalls the Deep Draft Floats pursuant to §§ 1.2.2 and 1.7.7, MEC or MEC's contractors shall provide and maintain at MEC's or MEC's contractors' own expense, insurance policies intended to be primary covering all operations, work and services to be performed in connection with MEC's use of the Deep Draft Floats issued by a reputable insurance company and which meet the requirements in Exhibit I, attached hereto.

1.8.5. In the event that, prior to the first full work season, as defined in § 1.2.3, the City purchases a third deep draft concrete float (approximately 12' x 45') or a shallow draft concrete float (approximately 12' x 66') for the New City Dock, MEC shall receive delivery of these dock components and, at MEC's sole expense, arrange for the docks to be unloaded into the Gloucester Harbor and floated to City-owned temporary moorings. The City shall be responsible, at the City's sole expense, for attaching the docks to the moorings and obtaining any necessary licenses or other authorizations for mooring the docks.

9. A new section 1.9 is added as follows:

1.9. Payment from MEC to the City.

Within thirty (30) days of the Effective Date of the Amendment, MEC shall pay the City $20,000.00 in consideration of the City's duties and obligations to MEC under

this agreement; *provided*, however, that if the City fails meet any of its obligations under the Agreement between the Effective Date of the Amendment and August 31, 2015, the City shall return the full payment of $20,000.00 to MEC by September 30, 2015.

Executed as an instrument under seal as of the day and year first above written.

CITY OF GLOUCESTER

Sefatia Romeo Theken, Mayor

MASSACHUSETTS ELECTRIC COMPANY

By: Charles Willard

Kitt

Title: Authorized Representative

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: Mayor Sefatia Romeo Theken

From: John P. Dunn, CFO

Date: August 18, 2015

Re: Beeman Elementary Boiler Project

In June 2014, the City Council approved a loan order in the amount of $890,000 for repairs to school buildings. These repairs included $275,000 for a boiler conversion project at Beeman Elementary School. Unfortunately the total cost of the project was underestimated and it now looks like the cost will come in in the range of $460,000 including design and engineering.

In order to close the approximate $190,000 gap in the funding for the project we propose the following:

1. Ask the City Council to repurpose the $66,318 balance of funds remaining in the City Hall boiler conversion project (Fund 300087).
2. Use the $87,305 balance remaining in the Natural Gas Energy Fund (Fund 295049). This fund was established in 2008 with a $250,000 donation from Suez Gas Pipeline Company and was to be used for natural gas energy related projects. It previously funded boiler work at Central Fire and the East Gloucester Elementary School.
3. Charge the approximate $31,500 remaining balance of the conversion contract to the DPW Facilities department Contracted Services operating account budget line.

If you are in agreement with the above, please include this memo in the next Mayor's Report and request that the City Council repurpose the City Hall boiler funds a per #1.

Thank you and please let me know if you have any questions.