

CITY CLERK  
GLOUCESTER, MA

15 OCT 15 PM 2:48

This meeting is recorded



GLOUCESTER CITY COUNCIL  
**Budget & Finance Committee**  
Thursday, October 22, 2015 – **4:30 p.m.**  
1<sup>st</sup> 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 09/17/15)*
    - A) Starknaught Heights
    - B) Starknaught Road
    - C) Oxford Road
    - D) Joseph's Way
- Police Department:
2. *Memo, Grant Application & Checklist from Police Chief: City Council acceptance of a FY16 State 911 EMD & Training Grant in the amount of 154,032.55*
- DPW:
3. *Supplemental Appropriation-Budgetary Request (2016-SA-4) from the DPW*
- Fire Department:
4. *Memo from Chief Financial Officer re: City Council approval of repurposing funds for the purpose of obtaining a new Fire Department command vehicle*
  5. *Memo from Fire Chief & a Special Budgetary Transfer (2015-SBT-3) from the Fire Department*
- Harbormaster's Department:
6. *Memo, Grant Application & Checklist from Harbormaster re: City Council acceptance of a Boating Infrastructure Grant (BIG) in the amount of \$253,930 from the U.S. Fish & Wildlife Service through the Mass. Division of Marine Fisheries*
  7. *Report of the Harbormaster and CFO regarding the Gloucester Launch summer season ridership and new seasonal pass for the timeframe straddling FY15 and FY16 (last discussed by B&F on April 23, 2015)*
- Community Development Department:
8. *Memo, Grant Application & Checklist from Community Development Director re: City Council acceptance of MassDEP grant through the Mass. Electric Vehicle Incentive Program (MassEVIP) in the amount of \$51,000*
  9. *Memo from Community Development Director re: City Council Acceptance of a 2014 Essex Heritage Visitor Center Grant in the amount of \$2,500*
  10. *Memo from Community Development Director re: City Council Acceptance of a 2014 Essex Heritage Visitor Center Grant in the amount of \$2,350*
  11. *Relevant material to an EDA Financial Assistance Award in the amount of \$555,000 for sewer system improvement at the Blackburn Industrial Park & request City Council acceptance of said award*
- Treasurer/Collector's Department:
12. *Memo from Chief Financial Officer re: the Beeman Elementary School Boiler Project & City Council acceptance of a National Grid check in the amount of \$22,121 as a current year receipt in the One Time Revenue Account & appropriate said amount to the Facilities Building Maintenance Account*
- Assessors' Department:
13. *Memo from Principal Assessor: Tax Classification*
- City Auditor:
14. *Memo from City Auditor re: request City Council adoption of a three-year Snow & Ice Amortization Schedule pursuant to Mass. DOR requirement in accordance with MGL c. 10, §58 of the Acts of 1985*

**15. *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  
Police Chief Leonard Campanello  
Mike Hale  
Fire Chief Eric Smith  
Harbormaster Jim Caulkett/Tony Gross  
Tom Daniel  
Matt Coogan  
Nancy Papows

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

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

Starknaught Heights

15 JUL 23 AM 10:01

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	603 899		
Michael Joseph	487 1/2 Starknaught Hts	6870		
Danae Kelly	2 Starknaught Hts.			
Ilene R. Sack	4 STARKNAUGHT HTS.			
Mary Ouellet	34 Starknaught Hts.	(978) 331-9780		
Ms. Linda D'Amico	6 R Starknaught Hts			
James Gilbride	1 Starknaught Hts			1217-413-1235
On the	16 Starknaught Hts	781-868-2904		
David L. Gilbride	36 Starknaught Hts			978-281-5370
Bridget Hornbrook	1A Starknaught Hts			
Brian Hill	12 Starknaught Hts			
Paul Lusk	99 Starknaught Hts			
Roland Lemieux	24 Starknaught Hts			978-290-0165

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NAME	ADDRESS	PHONE	FRONTAGE	MAP AND LOT
Kelly Shriver	25 Starknaught Hts	781-704-6915		
John Stempeck	9 Starknaught Hts	617-571-0369		
John E. Murray	33 Starknaught Hts	617-767-7852		
Barbara Morrison	13A Starknaught Hts	781-258-3965		
Richard J. Scyall	35 Starknaught Hts	978-282-3268		
Quince P. Gatchell	19A Starknaught Hts.	978-281-0259		
+ Richard A. Aiken	11 Starknaught Hts	978-283-3338		
David Halverson	32 Starknaught Hts	978-491-9757		
Kevin Noonan	31 Starknaught Hts	978-281-1104		
Alan Boneray	6 Starknaught Hts	978-943-1378		
Mary Golden Moody	23B Starknaught Hts	978-304-9232		
Stacey Dexter	26 Starknaught Hts	(978) 325-3520		
Steve Sjida	22 STARKNAUGHT HTS	978-281-7238		
Tom Salanke	6A Starknaught Hts	281-2309		
Bever Trocka	3 STARKNAUGHT HTS	978-430-2483		
Nancy M. Jabba	7 Starknaught Hts.	(978) 283-8735		
Margaret T. Benedict	10 Starknaught Hts	978-283-7809		
Lise Whitche	15 STARKNAUGHT HTS.			

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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 21-33, "Funding for approved Construction and Repair". Code of Ordinances. The full cost of this project is understood to be not in excess of \$145,000.00

NAME ADDRESS PHONE FRONTAGE MAP AND LOT

- 1 Kelly Shriver 25 Starknaught Hts 781-7046915
- 2 JOHN Stempeck 9 Starknaught Hts 617 571 0369
- 3 John E. Murray 33 Starknaught Hts 617-767-7652
- 4 Barbara Harrison 13A Starknaught Hts 781-258-3965
- 5 Richard J. Sayal 35 Starknaught Hts 978-282-3265
- 6 Swice P. Gatchell 19A Starknaught Hts. 978-281-0259
- 7 Richard DeBruin 11 Starknaught Hts 978-253-3335
- 8 Daniel Halverson 32 Starknaught Hts 278-441-9759
- 9 Kevin Noonan 31 Starknaught Hts 978-281-1101
- 10 Glen Bonney 6 Starknaught Hts 978-4431-378
- 11 Mary Golden Moody 23B Starknaught Hts 978 304 9232
- 12 Steven Dexter 26 Starknaught Hts (978) 283-3520
- 13 Steve Sajda 22 STARKNAUGHT HTS 978 281 7238
- 14 Tom Galante 6A Starknaught Hts 281-2309
- 15 Bruce Trock 3 STARKNAUGHT HTS 978-430-2485
- 16 Nancy M. Jabba 7 Starknaught Hts (978) 283-8755
- 17 Margaret T. Benedict 10 Starknaught Hts 978-283-7809
- 18 Kise Whitcomb 15 STARKNAUGHT HTS.







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 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)



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

Chief Leonard Campanello  
(978)281-9775

*Memorandum*

**October 1, 2015**

**To: Mayor Sefatia RomeoTheken**

**From: Chief Leonard Campanello**

**RE: FY16 State 911 EMD and Training Grant**

Mayor Romeo Theken,

Please find our approved application for the FY16 State 911 Training and EMD Grant in the amount of \$154,032.55. This is a yearly grant and I respectfully ask that it be approved to accept.

Respectfully,



**Leonard Campanello**  
*Chief of Police*



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

**Granting Authority:** State  X  Federal \_\_\_\_\_ Other \_\_\_\_\_

**Name of Grant:**  FY16 State 911 Training Grant & EMD

**Department Applying for Grant:**  Police

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

**Object of the application:**  Provide funding for EMD Con-Ed & Quality Assurance Improvement

**Any match requirements:**  None

**Mayor's approval to proceed:** \_\_\_\_\_  10.7.2015

*[Handwritten Signature]*  
Signature

Date

**City Council's referral to Budget & Finance Standing Committee:** \_\_\_\_\_  
Vote Date

**Budget & Finance Standing Committee:** \_\_\_\_\_  
Positive or Negative Recommendation Date

**City Council's Approval or Rejection:** \_\_\_\_\_  
Vote Date

**City Clerk's Certification of Vote to City Auditor:** \_\_\_\_\_  
Certification Date

**City Auditor:**  
**Assignment of account title and value of grant:** \_\_\_\_\_  
Title Amount

**Auditor's distribution to managing department:** \_\_\_\_\_  
Department Date sent

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

**FORM: AUDIT GRANT CHECKLIST – V.1**



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

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

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

**Note: All documents must be complete signed copies.**

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





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



**CHARLES D. BAKER**  
Governor

**DANIEL BENNETT**  
Secretary of Public Safety  
and Security

**FRANK POZNIAK**  
Executive Director

August 31, 2015

Chief Leonard Campanello  
Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

Dear Chief Campanello,

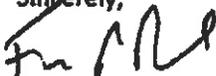
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2016 State 911 Department Training Grant and EMD / Regulatory Compliance Grant program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is August 31, 2015 and will run through June 30, 2016. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2016.

Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than three (3) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2016.

Sincerely,

  
Frank P. Pozniak  
Executive Director

cc: FY 2016 Training Grant and EMD / Regulatory Compliance Grant File

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> (and date): <u>City of Gloucester - Police Department</u>		<b>COMMONWEALTH DEPARTMENT NAME:</b> <u>State 911 Department</u> <b>MNARS Department Code:</b> <u>EP8</u>	
<b>Local Address: (W-9, W-4, T&amp;C):</b> <u>9 Dale Ave., Gloucester, MA 01930</u>		<b>Business Mailing Address:</b> <u>1300 Bay Street, Building C, Taunton, MA 02780</u>	
<b>Contract Manager:</b> <u>Leonard Campanello - Chief of Police</u>		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <u>leonardc@gloucester-ma.gov</u>		<b>Contract Manager:</b> <u>Cindy Reynolds</u>	
<b>Phone:</b> <u>978-281-0775</u>	<b>Fax:</b> <u>978-282-3026</u>	<b>E-Mail:</b> <u>911DeptGrants@state.ma.us</u>	<b>Phone:</b> <u>508-821-7299</u>   <b>Fax:</b> <u>508-828-2585</u>
<b>Contractor Vendor Code:</b> <u>VC 6000192096</u>		<b>MNARS Doc ID#:</b> <u>CT EPS GRNT</u>	
<b>Vendor Code Address ID (e.g. "AD001"):</b> <u>AD001</u> (Note: The Address ID must be set up for EFT payments.)		<b>RFR/Procurement or Other ID Number:</b> <u>FY16 Training/EMD/Regulatory Compliance Grant</u>	

<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions     Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 154032.55

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_ % PPD; Payment issued within 15 days \_\_\_ % PPD; Payment issued within 20 days \_\_\_ % PPD; Payment issued within 30 days \_\_\_ % PPD. If PPD percentages are left blank, identify reason:  agree to standard 45 day cycle \_\_\_ statutory/legal or Ready Payments (G.L. c. 28, § 23A); \_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY2016 Training and EMD/Regulatory Compliance Grant as authorized and awarded in compliance with grant guidelines and grantee's approved application.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of \_\_\_\_\_, 20\_\_\_\_, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of June 30, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: Leonard Campanello Date: \_\_\_\_\_  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Leonard Campanello

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: Frank Pozniak Date: 8/31/17  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Frank Pozniak

**Commonwealth of Massachusetts**

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



**State 911 Department**

**Training Grant and EMD/Regulatory Compliance Grant Application**

**Fiscal Year 2016**

**All applications shall be mailed or hand delivered.**

**All applications must be received by 5:00 P.M. on Friday, April 1, 2016.**

## Application Checklist

- Signed and Dated Training Grant and EMD/Regulatory Compliance Grant Application Page
- Completed Training Grant Budget Worksheet; to include requested funding by category and narrative
- Completed EMD/Regulatory Compliance Grant Budget Worksheet, if applicable, to include requested funding by category and narrative
- Completed EMD/Regulatory Compliance Grant Narrative and budget Worksheet, if applicable
- Completed Appendix A – Listing of Certified Telecommunicators
- Completed Authorized Signatory Listing Page
- Completed and Notarized Proof of Authentication of Signature Page
- Signed and Dated Standard Contract Page

All applications with original signatures shall be submitted to:

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

FY 2016 Training Grant and EMD/Regulatory Compliance Grant

Name of City/Town/Municipality City of Gloucester – Police Department  
Address 197 Main Street  
City/Town/Zip Gloucester, MA 01930  
Telephone Number 978-281-9775  
Website www.gloucester-ma.gov

Name of Eligible Entity City of Gloucester – Police Department  
Name/Title of Authorized Signatory Leonard Campanello – Chief of Police  
Address (if different from above) \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number 978-282-3026  
E-mail Address lcampanello@gloucester-ma.gov

Program/Contract Manager Lieutenant David Quinn  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
E-mail Address dquinn@gloucester-ma.gov

**Requested Funding:**

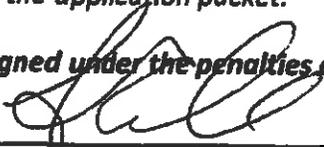
Training Grant Funds	\$ <u>13,324</u>
EMD/Regulatory Compliance Grant Funding	\$ <u>140,708.55</u>
Total Funds Requested	\$ <u>154,032.55</u>

Applicant meets the EMD requirements established by the State 911 Department as follows  
(Complete either 1 or 2)

- 1)  Provide EMD utilizing in-house certified emergency medical dispatchers using  
 APCO EMDPRS  PowerPhone EMDPRS  Priority Dispatch EMDPRS
- 2)  Provide EMD utilizing a certified EMD Resource  
Name of Certified EMD Resource: \_\_\_\_\_  
Protocol being utilized:  
 APCO EMDPRS  PowerPhone EMDPRS  Priority Dispatch EMDPRS

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

Signed under the penalties of perjury this 20TH day of AUGUST, 2015.

  
\_\_\_\_\_  
Original Signature of Authorized Signatory (Blue Ink)

## FY 2016 Training Grant Budget Worksheet

Funding Category	Amount Requested	Narrative – Provide details on funding request
A. Fees	\$	
B.1. Personnel	\$13,324	Eligible personnel costs for new hire training and or continuing education required for EMD certification and compliance.
B.2. Fringe and/or Indirect costs associate with Personnel Costs	\$	
C. Training Software and other products	\$	
D. Lodging	\$	
<b>Total Amount of Training Grant Funding Requested</b>	<b>\$13,324</b>	

In order to receive reimbursement for allowable expenses relating to EMD and/or Quality Assurance of EMD programs, the applicant shall select and use a single EMD certification organization and a single EMDPRS.

Except as otherwise expressly noted herein for allowable expenses for administrator backroom training and for attendance at the State 911 Department Dispatch Academy, funding for the State 911 Department Training Grant shall first be used to meet minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department, and funding may be used for other purposes only after funding has been used to meet such requirements.

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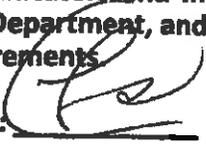
## FY 2016 EMD/Regulatory Compliance Grant Budget Worksheet

Funding Category	Amount Requested	Narrative – Provide details on funding request
<b>A. Fees</b>	<b>\$9,000</b>	Fifteen 4 hour sessions for a total of 60 hours. Provide comprehensive review of EMD protocols.
<b>B.1. Personnel</b>	<b>\$131,708.55</b>	Overtime and backfill for full time and part time participants attending State 911 approved 16 hours of continuing ed, EMD certification/recertification, future new hires & quality assurance improvement completed by 2 Sergeants and 3 Lieutenants on OT completing 25 calls per week.
<b>B.2. Fringe and/or Indirect costs associate with Personnel Costs</b>	\$	
<b>C. Training Software and other products</b>	\$	
<b>D. Lodging</b>	\$	
<b>E. Certified EMD Resource</b>	\$	Name of CEMDR:  (Attached copy of contract with CEMDR)
<b>F. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services</b>	\$	
<b>Total Amount of EMD/Regulatory Compliance Grant Funding Requested</b>	<b>\$140,708.55</b>	

Grant applicants seeking supplemental funding under the State 911 Department EMD/Regulatory Compliance Grant shall complete a project narrative. Applicants shall state good cause why supplemental funding should be awarded (e.g., training/certification of unanticipated new hire; unanticipated increase in contractual obligation, etc.) and shall include any and all additional information that further supports the request for such supplemental funding. (i.e., spreadsheet/worksheet attachment). A sample spreadsheet/attachment is posted on the State 911 Department website at [www.mass.gov/e911](http://www.mass.gov/e911).

except as otherwise expressly noted herein for allowable expenses for administrator backroom training and for attendance at the State 911 Department Dispatch Academy, funding for the State 911 Department Training Grant shall first be used to meet minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department, and funding may be used for other purposes only after funding has been used to meet such requirements

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A handwritten signature in black ink, appearing to be 'E', written over a horizontal line.

## FY 2016 Training Grant and EMD/Regulatory Compliance Grant

### Appendix A: LISTING OF CERTIFIED TELECOMMUNICATORS

<b>Last Name, First Name (please list in alphabetical order)</b>	<b>Please indicate Full (F) or Part- Time (P)</b>	<b>Hourly Pay Rate</b>	<b>Overtime Pay Rate</b>
Aberle, Josiah	F	28.03	42.05
Adelfio, Vincent	F	28.03	50.45
Aiello, Alexander	P	17.93	
Alves, Clifford	F	28.03	52.56
Balbo, Joseph	F	28.03	50.45
Bichao, John	P	24.59	
Bouchie, Shawn	F	28.03	42.05
Cahill, William	F	28.03	52.56
Carr, George	F	28.03	50.45
Cecillo, Marc	F	28.03	52.56
Cherry, Peter	F	28.03	42.05
Chipperini, Brendan	F	28.03	42.05
Cimoszko, Michal	F	25.68	46.22
Ciolino, Jerome	F	28.03	46.25
Crowley, Brian	F	28.03	42.05
D'Angelo, David	F	25.68	38.52
Duffany, Scott	F	28.03	42.05
Duwart, Carlton	F	28.03	42.05
Fialho, Heidi	F	28.03	50.45
Foote, Jared	F	25.61	38.52
Foote, Mark	F	28.03	42.05
Frates, Christopher	F	28.03	52.56
Gaudenzi, Keith	F	25.61	46.22
Genovese, Christopher	F	28.03	46.25
Giacalone, Anthony	F	28.03	42.05
Gossom, Kelly	F	23.61	38.99



<b>TBD</b>	<b>F</b>	<b>\$17.93</b>	
<b>TBD</b>	<b>F</b>	<b>\$17.93</b>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a): <u>City of Gloucester - Police Department</u>		<b>COMMONWEALTH DEPARTMENT NAME:</b> <u>State 911 Department</u> <b>MMARS Department Code:</b> <u>EPS</u>	
<b>Legal Address: (W-9, W-4, T&amp;C):</b> <u>9 Dale Ave., Gloucester, MA 01930</u>		<b>Business Mailing Address:</b> <u>1380 Bay Street, Building C, Taunton, MA 02780</u>	
<b>Contract Manager:</b> <u>Leonard Campanello - Chief of Police</u>		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <u>lcampanello@gloucester-ma.gov</u>		<b>Contract Manager:</b>	
<b>Phone:</b> <u>978-281-8775</u>	<b>Fax:</b> <u>978-282-3026</u>	<b>E-Mail:</b> <u>911DeptGrants@state.ma.us</u>	
<b>Contractor Vendor Code:</b>		<b>Phone:</b> <u>508-821-7299</u> <b>Fax:</b> <u>508-828-2585</u>	
<b>Vendor Code Address ID (e.g. "AD001"):</b> <u>AD</u> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> <u>CT EPS GRNT</u>	
<b><u>X</u> NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> <u>agree to standard 45 day cycle</u> ___ <u>statutory/legal</u> or <u>Ready Payments (G.L. c. 29, § 23A)</u> ; ___ <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the <u>State 911 Department FY2016 Training and EMD/Regulatory Compliance Grant</u> as authorized and awarded in compliance with grant guidelines and grantee's approved application.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> <u>Leonard Campanello</u> Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leonard Campanello</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____      Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u>	

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name: City of Gloucester – Police Department**  
**Contractor Vendor/Customer Code:**

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Leonard Campanello	Chief of Police

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

\_\_\_\_\_  
Signature

Date:

 Title: Mayor  
Fax:

Telephone: 978-281-9700

Email: sromeotheken@gloucester-ma.gov

[Listing cannot be accepted without all of this information completed.]  
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name:** City of Gloucester – Police Department  
**Contractor Vendor/Customer Code:**

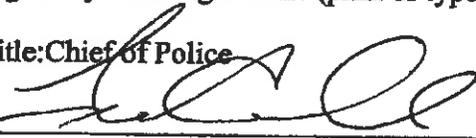
**PROOF OF AUTHENTICATION OF SIGNATURE**

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

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

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

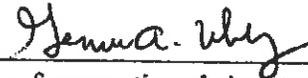
Title: Chief of Police

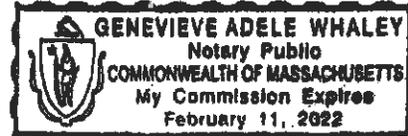
X 

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

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

ESSEX COUNTY, MASSACHUSETTS

I, GENEVIEVE A. WHALEY  (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date: AUGUST 20, 2015



FEBRUARY 11, 20 22

My commission expires on:

**AFFIX NOTARY SEAL**

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

\_\_\_\_\_, 20 \_\_\_\_\_

**AFFIX CORPORATE SEAL**

**GLOUCESTER POLICE DEPARTMENT  
FY2016 E911 TRAINING EMD GRANT WORKSHEET**

# TO TRAIN	PATROLMEN	FY2016 OVERTIME		HOURLY PAY TRAINING		NIGHT SHIFT 8%
		RATE	HOURS	RATE	COST	
1	Aberle, Josiah	\$42.05	16	\$ 672.80	\$ 26.91	
2	Adelfio, Vincent J.	\$50.45	16	\$ 807.20	\$ 32.29	
3	Aiello, Alexander					
4	Aiello, Brian	\$17.93	16	\$ 286.88		
5	Alves Jr., Clifford A.	\$61.02	16	\$ 976.32	\$ 39.05	
6	Balbo, Joseph	\$52.56	16	\$ 840.96	\$ 33.64	
7	Bichao, John	\$ 50.45	16	\$ 807.20	\$ 32.29	
8	Bouchie, Shawn J.		16	\$ 393.44		
9	Cahill, William G	\$42.05	16	\$ 672.80	\$ 26.91	
10	Carr Jr., George W.	\$52.56	16	\$ 840.96	\$ 33.64	
11	Catarino, Joseph	\$50.45	16	\$ 807.20	\$ 32.29	
12	Cedillo, Marc A.	\$61.02	16	\$ 976.32	\$ 39.05	
13	Cherry, Peter	\$52.56	16	\$ 840.96	\$ 33.64	
14	Chipperini, Brendan	\$42.05	16	\$ 672.80	\$ 26.91	
15	Cimczko, Michael	\$42.05	16	\$ 672.80	\$ 26.91	
16	Cicino, Jerome	\$46.22	16	\$ 739.52	\$ 29.58	
17	Connors, Sean P.	\$46.25	16	\$ 740.00	\$ 29.60	
18	Crowley, Brian	\$53.72	16	\$ 859.52	\$ 34.38	
19	D'Angelo, David	\$ 42.05	16	\$ 672.80	\$ 26.91	
20	Duffany, Scott B	\$38.52	16	\$ 616.32	\$ 24.65	
21	Duwart Jr, Carlton	\$42.05	16	\$ 672.80	\$ 26.91	
22	Fialho, Heidi	\$ 50.45	16	\$ 807.20	\$ 32.29	
23	Foote, Jared	\$38.52	16	\$ 616.32	\$ 24.65	
24	Foote, Mark Joseph	\$42.05	16	\$ 672.80	\$ 26.91	
25	Frates, Christopher	\$52.56	16	\$ 840.96	\$ 33.64	
26	Gaudenzi, Keith	\$46.22	16	\$ 739.52	\$ 29.58	
27	Genovese, Christopher	\$46.25	16	\$ 740.00	\$ 29.60	
28	Glacabna, Anthony	\$42.05	16	\$ 672.80	\$ 26.91	
29	Gossom, Kelly	\$38.99	16	\$ 623.84	\$ 24.95	
30	Hicks, Kevin E.	\$46.25	16	\$ 740.00	\$ 29.60	
31	Kendall, William		16	\$ 286.88		
32	Knickle, Andrew	\$46.25	16	\$ 740.00	\$ 29.60	
33	Lamberis, Stephen	\$52.56	16	\$ 840.96	\$ 33.64	
34	Liacos, Christopher	\$46.25	16	\$ 740.00	\$ 29.60	
35	Mackey, Kevin	\$50.45	16	\$ 807.20	\$ 32.29	
36	Mizzoni, Steven B	\$46.25	16	\$ 740.00	\$ 29.60	
37	Morrissey, Robert	\$38.52	16	\$ 616.32	\$ 24.65	
38	Moseley, Heath	\$42.05	16	\$ 672.80	\$ 26.91	
39	Mulise, Kevin	\$46.25	16	\$ 740.00	\$ 29.60	
40	Nicastro, Jeremiah	\$53.72	16	\$ 859.52	\$ 34.38	
41	Officer Jr., James P.	\$52.56	254	\$ 13,644.88	\$ 33.64	
42	O'Leary, Timothy	\$42.05	16	\$ 672.80	\$ 26.91	
43	Palazola, Robert	\$50.45	16	\$ 807.20	\$ 32.29	
44	Parady, Joseph	\$46.25	16	\$ 740.00	\$ 29.60	
45	Piscitello, Ronald A.	\$46.25	16	\$ 740.00	\$ 29.60	
46	Quinn, Michael D	\$52.56	16	\$ 840.96	\$ 33.64	
47	Quinn, Thomas E	\$52.56	16	\$ 840.96	\$ 33.64	
48	Sanborn, Bryan		16	\$ 286.88		

**GLoucester Police Department**  
**FY2016 E911 Training EMD Grant Worksheet**

# TO TRAIN	PATROLMEN	OVERTIME		HOURLY PAY TRAINING		NIGHT SHIFT 8%
		RATE	HOURS	RATE	HOURS	
49	Scota, Michael	\$50.45	16	\$	807.20	\$ 32.29
50	Siroes, Troy	\$42.05	16	\$	672.80	\$ 26.91
51	Souza, Derric		16	\$17.93	286.88	
52	Stuart, Leon	\$42.05	16	\$	672.80	\$ 26.91
53	Sutera, Peter	\$50.45	16	\$	807.20	\$ 32.29
54	Trefry, Jonathan	\$50.45	16	\$	807.20	\$ 32.29
55	Tucker, Richard	\$37.56	16	\$	600.96	\$ 24.04
56	Aiello, Joseph		16	\$43.58	697.28	\$ -
57	Auld, Kathleen		16	\$42.52	680.32	\$ -
58	Fitzgerald, Joseph C.(QA/QI)	\$ 68.01	254	\$	17,274.54	\$ 1,381.96
59	Gosom, Michael K.(QA/QI)	\$ 68.01	254	\$	17,274.54	\$ 1,381.96
60	Leanos, William	\$ 68.01	16	\$	1,088.16	\$ 43.53
61	MacDonald Jr., Eugene R.(QA/QI)	\$ 61.02	254	\$	15,499.08	\$ 1,239.93
62	Marshall, James W	\$68.58	16	\$	937.28	\$ 37.49
63	Parisi, Anthony	\$ 58.98	16	\$	937.28	\$ 37.49
64	Quinn, David G.(QA/QI)	\$ 68.01	254	\$	17,274.54	\$ 1,381.96
65	Williams, Michael A. Jr	\$ 65.30	16	\$	1,044.80	\$ 41.79
<b>TOTAL GPD PAYROLL</b>						
<b>TOTAL NIGHT SHIFT PAY</b>						
						\$ 124,657.50
						\$ 7,051.05
<b>CON-ED QUOTE (ATTACHED)</b>						
						\$ 9,000.00
						\$ 13,324.00
<b>Total</b>						\$ 154,032.55



**Gloucester City Council  
CERTIFICATE OF VOTE  
Certificate Number: 2015-194**

The Gloucester City Council, at a meeting held on Tuesday, September 22, 2015 at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

**IN CITY COUNCIL:**

**MOTION:** On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted 9 in favor, 0 opposed, to permit the Gloucester Police Department to pursue a State Grant opportunity from the Massachusetts Executive Office of Public Safety and Security, a FY16 State 911 Department Training Grant and Emergency Medical Dispatch/Regulatory Compliance Grant for a total of \$154,032.55.

Linda T. Lowe, City Clerk

Date: **SEP 24 2015**

APPROVED BY THE MAYOR

VETOED BY THE MAYOR

  
Sefatia Romeo Theken  
Sefatia Romeo Theken

SIGNED THIS 24<sup>th</sup> DAY OF SEPTEMBER, 2015.

All Ordinances shall become effective 31 days after passage except  
Emergency Orders and Zoning Amendments shall become effective the next day.

A TRUE COPY ATTEST

CITY CLERK

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2016-SA- 4 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Department of Public Works

APPROPRIATION AMOUNT: \$ 45,000.00

Account to Appropriate from: *Unfund Account #* 294015  
*Account Description* Highway Force Acct

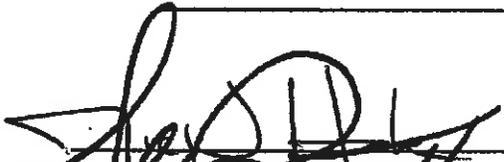
Balance Before Appropriation	\$	<u>66,588.19</u>
Balance After Appropriation	\$	<u>21,588.19</u>

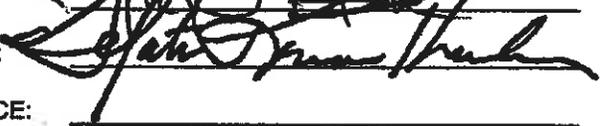
Account Receiving Appropriation: *Unfund Account #* 101000.10.470.58415.0000.00.000.00.058  
*Account Description* Public Services Paving

Balance Before Appropriation	\$	<u>20,000.00</u>
Balance After Appropriation	\$	<u>65,000.00</u>

DETAILED ANALYSIS OF NEED(S): Funds needed for fall paving projects.

**APPROVALS:**

DEPT. HEAD:  DATE: 28 SEPT 2015

ADMINISTRATION:  DATE: 10-7-2015

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

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: October 1, 2015  
Re: Fire Department Command Vehicle

The Fire Department is in need of a new command vehicle as detailed in the attached Memo from Chief Smith. The total cost of the new vehicle is \$77,821 as per the attached quotes for the new truck (Liberty Chevrolet) and all communication and fire specific equipment (Adamson Industries). Both vendors are on the State bid list.

The dealer has provided lease to own financing options of four and five years, though because they require a payment up front they are essentially three years and a day or four years and a day options. We have proposed a first year payment of \$28,045. This "down" payment is available from the remaining balances in three old capital project funds which have had no activity for the past five years. In order to use these available funds for this transaction we must ask the City Council to repurpose them. Two of these funds were originally appropriated for fire vehicles and the third was for general DPW vehicles. The amounts to be repurposed for the command vehicle are as follows:

<u>Fund #</u>	<u>Fund Name</u>	<u>Balance</u>
300008	CIP 2004 – Replace Fire Forestry Vehicle	\$15,471
300062	CIP 2007 (5) – Fire SUV	\$ 1,095
300072	Construction Vehicles	\$11,479
<b>TOTAL</b>		<b>\$28,045</b>

There is no need to establish a new fund and transfer the repurposed balances as we can charge the initial payment across the available funds as they were originally appropriated for General Fund vehicle acquisition. This will provide the initial payment and we will budget subsequent annual payments within the Fire Department operational budget. We will probably choose the three year and a day option calling for three annual payments of \$17,534 after the initial payment.

We had originally allocated the first year payment for a new Chief's vehicle in the Fire Department operational budget in the amount of \$19,000. If the Council agrees to this repurposing request, it will free up the \$19,000 budgeted in the Fire Department Capital account. As also detailed in Chief Smith's memo he would like to transfer such amount to his overtime line and has provided an SBT to accomplish such.

If you are in agreement with this request, plus include this information in the next Mayor's Report. Thank you.



Office of the Fire Chief  
Eric L. Smith  
CITY OF GLOUCESTER FIRE DEPARTMENT  
8 School St.  
Gloucester, MA 01930  
978-281-9760 office



## Memorandum

**TO:** Mayor Romeo Theken  
**FROM:** Chief Smith  
**RE:** SBT request(s) for the Mayors Report to Council  
**DATE:** 10/01/15  
**cc:** CAO Destino, department file

---

Mayor Romeo Theken,

I recently submitted to your office an SBT dated 9-28-15 requesting a transfer from the FD vehicle maintenance account to the FD capital expense account to cover the increased cost of the first year payment on a new vehicle. The increased cost is the result of changing priorities in the FD fleet.

The original plan was to replace Car-1 (Chief's car) with a new vehicle allowing Car-1 to be assigned to the vacant spot of Car-2 (Admin Unit) in our fleet. Unfortunately Car-3 (Shift Commander's SUV) needs to be replaced as soon as possible as it is showing signs of engine failure. The new Car-3 is a more expensive vehicle due to the need to outfit it with communications and other equipment not necessary in the other two vehicles. The current Car-3, once repaired, can be reassigned as Car-2 giving us a full complement of three vehicles as originally planned.

My original SBT dated 9-28-15 had requested a transfer of \$1,600 from our Vehicle Maintenance account to the Capital Expense account to make this purchase possible however the CFO and CAO have found a much better solution. Their plan is to fund the cost of the first year's payment for Car-3 from the balances available in several old capital project funds. They will be submitting a separate memo to you outlining their thoughts.

An added benefit is that it will allow us to potentially transfer the \$19,000 originally appropriated in the Capital Expense account to the Overtime account to provide additional funding for that line which continues to be depleted due to the number of personnel still out on various injuries.

Attached is an updated SBT request for this \$19,000 transfer for your approval and submission in the next Mayors Report to the City Council.

Respectfully submitted

Fire Chief Eric L Smith



Gloucester Fire Department  
 Fire Headquarters  
 8 School Street  
 Gloucester, MA 01930  
 Attn.: Eric Smith, Chief

October 1, 2015

Dear Chief Smith,

Per your request, I am writing to offer a proposal to supply your department with a new Chevrolet per our contract #15-16-17-18-19, with the Plymouth County Commissioners. All vehicles offered under this contract come with a 5 year/100,000 mile powertrain warranty.

Item #13	2016 Chevrolet Tahoe PPV, Four Door 2WD Utility Vehicle	
	5.3 Liter V8 with Active Fuel Management System 355 HP	
	Six Speed Automatic Overdrive Transmission	
	Heavy Duty Engine and Transmission Oil Coolers	
	Heavy Duty 170 Amp Alternator	
	Rear Liftgate with rear Washer/Wiper	
	StabiliTrak, Stability Enhancement System (Proactive Roll Avoidance)	
	(5) P265/70R17 All Season Blackwall Radials	
	(5) 17"x 8" Steels Wheels	
	4 Wheel Disc Brakes with 4 Wheel ABS	
	Factory Running Boards	
	Deep Tinted Glass	
	Heated Electric Remote OSRV Mirrors	
	Automatic Headlamps with Daytime Running Lights Feature	
	Front Custom Cloth 40/20/40 Spilt Bench, 6 Way Power Driver's Seat	
	Second Row 60/40 Split Bench Seat, Vinyl Trim	
	Black Rubberized Vinyl Floor Covering	
	Tilt Steering Wheel and Cruise Control	
	Power Windows and Door Locks with Keyless Remote Entry	
	Full Factory Gauge Package with Tire Pressure Monitor	
	Front and Rear Air Conditioning and Heat	
	Electric Rear Window Defogger	
	AM/FM Stereo with Digital Clock	\$32,164.00
2	Four Wheel Drive Upgrade (SSV)	\$ 3,785.00
6	Heavy Duty Trailering Package 4WD	\$ 382.50
10	Rear Vision Camera w Display	\$ 383.00
12	Factory Skid Plate Package	\$ 227.00
13	Automatic Locking Rear Axle	\$ 395.00
20	Remote Start System	\$ 192.00
25	Cloth Front Buckets, 6-Way Power Driver's	\$ 313.00
28	Auxiliary 730 CCA Isolated Battery	\$ 106.00
35	On/Off Road Tread Radials	\$ 225.00



**Customer Requested Option:**

Factory Aluminum Wheels	\$ 545.00
Color Keyed Carpeting with Floor Mats	\$ 240.00
Factory Bodyside Moldings	\$ 325.00
Factory Special Paint, Victory Red	\$ 481.00
Factory Bodyside Moldings	\$ 325.00
Non Metal Exterior Parts, Victory Red	\$ 285.00
<b>TOTAL DELIVERED PRICE</b>	<b>\$40,373.00</b>

Emergency Equipment supplied by Adamson Industries Provided under Contract #FIR04	\$37,448.00
<b>TOTAL DELIVERED PRICE</b>	<b>\$77,821.00</b>

Per your request, I have contacted Ron Klein of the All American Investment Group to provide a municipal lease purchase option for this vehicle. If you have any questions concerning this part of the proposal, feel free to contact him directly at (877) 539-3500.

Initial Payment on Delivery	\$28,045.00
3 Annual Payments in Arrears	\$17,533.58
4 Annual Payments in Arrears	\$13,409.07

Thank you for your consideration of Liberty Chevrolet. If you have any questions concerning our proposal, please don't hesitate to contact me at (781) 287-7541.

Sincerely,

  
Kevin Nugent  
Fleet Sales Manager

**Adamson Industries Corp.**  
**45 Research Dr.**  
**HAVERHILL, MA 01832**

**Tel:** 978-374-3300/1-800-232-0162  
**Fax:** 978-975-7168

# Quotation

**Quote Number:**  
 17216

**Quote Date:**  
 Sep 23, 2015

**Page:**  
 1

**Quoted to:**  
 LIBERTY CHEVROLET  
 90 BAYSTATE ROAD  
 WAKEFIELD, MA 01880

Customer ID		Good Thru	Payment Terms	Sales Rep	
LIB MA CO CHEV		10/23/15	Net 30 Days		
Quantity	Item	Description	Unit Price	Extension	
		GLOUCESTER FIR DEPT 2016 CHEVY TAHOE			
1.00	EP PB400TAH15	P&I PB400 BUMPER 2015 TAHOE	389.00	389.00	
2.00	GLL M4RC	P&I M4 SERIES COLOR LED CLEAR LENS - RED FRONT FACING ON BUMPER	194.50	389.00	
2.00	GLL M4RC	P&I M4 SERIES COLOR LED CLEAR LENS - RED TO SIDE OF BUMPER	169.50	339.00	
1.00	FL SSFPOS16	P&I 06+IMP,07+TAH,11+CAP PLUG-IN HDLT FLRS	75.00	75.00	
1.00	SR SA315P	P&I SA315P 100W SPEAKER	190.00	190.00	
1.00	MT SAK1	P&I SA315P MOUNT BRACKET ONLY UNIVERSAL			
1.00	SR HOWLER	P&I HOWLER LOW FREQ SIREN SYSTEM	520.00	520.00	
1.00	MT HWLRB20	P&I 2015+ TAHOE HOWLER BRKT			
1.00	LF IJ2####	P&I 54" LIBERTY II DUO COLOR LIGHT BAR	2,725.00	2,725.00	
1.00	SR CCSRN36	P&I CENCOM SIREN/LIGHT CONTROL SYS W/ROTARY KNOB			
2.00	GLL M4RC	P&I M4 SERIES COLOR LED CLEAR LENS - RED REAR QUARTER	169.50	339.00	
4.00	GLL IONBR	P&I ION UNIVERSAL LED LIGHT BLK HSG/RED IN REAR HATCH WINDOW	170.00	680.00	
2.00	GLL M6C	P&I M6 SERIES RED LED CLEAR LENS ON REAR HATCH	194.50	389.00	
2.00	GLL ND0011R	P&I HIDE-A-LED 2" BULLET RED IN TAIL LIGHTS	100.00	200.00	
2.00	GLL ND0010W	P&I HIDE-A-LED 3/4" BULLET WHITE IN REVERSE	100.00	200.00	
			<b>Subtotal</b>	Continued	
			<b>Sales Tax</b>	Continued	
			<b>Freight</b>	Continued	
			<b>Total</b>	Continued	

ALL QUOTATIONS ARE VALID FOR 60 DAYS.  
 PRODUCTS ARE SUBJECT TO AVAILABILITY.  
 WOMAN OWNED SMALL BUSINESS

**Adamson Industries Corp.**  
**45 Research Dr.**  
**HAVERHILL, MA 01832**

**Tel:** 978-374-3300/1-800-232-0162  
**Fax:** 978-975-7168

# Quotation

**Quote Number:**  
 17218

**Quote Date:**  
 Sep 23, 2015

**Page:**  
 2

**Quoted to:**  
 LIBERTY CHEVROLET  
 90 BAYSTATE ROAD  
 WAKEFIELD, MA 01880

Customer ID	Good Thru	Payment Terms	Sales Rep.	
LIB MA CO CHEV	10/23/15	Net 30 Days		
Quantity	Item	Description	Unit Price	Extension
1.00	GLL HB1FAKR	P&I 4-PACK LED KIT RED BOTTOM OF REAR HATCH	215.00	215.00
1.00	UL ECVDMLTALOO	P&I CLR/RED ALL LED DOME LIGHT UNIV FRT HEADLINER	50.00	50.00
3.00	UL N84427	P&I 3X5 INTERIOR LED PANEL IN CARGO AREA.	61.67	185.00
1.00	AC KUSSMAUL	P&I KUSSMAUL BATTERY CHARGER SYS & DISPLAY	1,150.00	1,150.00
1.00	SW 14.0553	P&I 3 ACCESSORY OUTLET BOX IN REAR CARGO AREA	30.00	30.00
1.00	MT C-VS-1013-TAH-1	P&I 2015 CHEVY TAHOE 23" CONSOLE	395.00	395.00
1.00	MT C-ARM-103	P&I FLIP UP CONSOLE MNT ARM REST	89.00	89.00
1.00	MT C-LP-3	P&I HAVIS TRIPLE OUTLET PLATE	39.00	39.00
1.00	MT C-CUR2-I	P&I 4" DUAL CONSOLE MNT CUP HOLDER	39.00	39.00
1.00	MT C-AP	P&I 3" ACCY POCKET, 5" DEEP	42.00	42.00
1.00	SW US2GMADP-P	P&I PASS SIDE AIR BAG CUT OFF SWITCH FOR TAHOE	350.00	350.00
1.00	MT DS-FAN-702-2	P&I HAVIS TOUGHBOOK DOCKING STATION	1,100.00	1,100.00
1.00	MT C-TCB-7	P&I Universal Telescoping Computer Base, 7" To 14", Side mount	289.00	289.00
1.00	MT C-MD-202	P&I Tilt Swivel Motion Device	100.00	100.00
1.00	SW CG-X	P&I CHARGE GUARD TIMER	90.00	90.00
1.00	UL 44000	P&I VULCAN LATERN W/AC&DC CORDS	180.00	180.00
1.00	UL 90503	P&I SURVIVOR LED AC/DC ORANGE	170.00	170.00
2.00	TR RADIO	INSTALL CUSTOMER SUPPLIED	50.00	100.00

ALL QUOTATIONS ARE VALID FOR 60 DAYS.  
 PRODUCTS ARE SUBJECT TO AVAILABILITY.  
 WOMAN OWNED SMALL BUSINESS

Subtotal	Continued
Sales Tax	Continued
Freight	
Total	Continued

**Adamson Industries Corp.**  
**45 Research Dr.**  
**HAVERHILL, MA 01832**

# Quotation

Quote Number:  
 17218

Quote Date:  
 Sep 23, 2015

Page:  
 3

Tel: 978-374-3300/1-800-232-0162  
 Fax: 978-975-7168

Quoted to:  
 LIBERTY CHEVROLET  
 90 BAYSTATE ROAD  
 WAKEFIELD, MA 01880

Customer ID	Good Thru	Payment Terms	Sales Rep	
LIB MA CO CHEV	10/23/15	Net 30 Days		
Quantity	Item	Description	Unit Price	Extension
1.00	TR RADIO	PORTABLE RADIO CHARGERS		
1.00		INSTALL T.I.C CHARGER	50.00	50.00
1.00		P&I T.I.C. THERMAL IMAGE CAMERA	9,995.00	9,995.00
1.00		P&I CUSTOM COMMAND CABINET T.B.D.	4,900.00	4,900.00
1.00		P&I GRAPHICS PACKAGE PER DEPT SPEC	575.00	575.00
1.00	CO SVR-200VBN	P&I PYRAMID SVR VHF REPEATER PKG W/ALL CABLES AND ANTENNA	2,245.00	2,245.00
1.00	CO TK-690HBK3	P&I KENWOOD TK-690 LO-BAND PKG W/ALL CABLES AND ANTENNA	1,545.00	1,545.00
1.00	CO TK-5810BGK	P&I KENWOOD TK-5810 DUAL HEAD UHF PKG W/ALL CABLES AND ANTENNA	3,545.00	3,545.00
1.00	CO TK-5710BGK	P&I KENWOOD TK-5710 DUAL HEAD VHF PKG W/ALL CABLES AND ANTENNA	3,545.00	3,545.00
			<b>Subtotal</b>	37,448.00
			<b>Sales Tax</b>	
			<b>Freight</b>	
			<b>Total</b>	37,448.00

ALL QUOTATIONS ARE VALID FOR 60 DAYS.  
 PRODUCTS ARE SUBJECT TO AVAILABILITY.  
 WOMAN OWNED SMALL BUSINESS



Office of the Fire Chief  
Eric L. Smith  
CITY OF GLOUCESTER FIRE DEPARTMENT  
8 School St.  
Gloucester, MA 01930  
978-281-9760 office



## Memorandum

**TO:** Mayor Romeo Theken  
**FROM:** Chief Smith  
**RE:** SBT request(s) for the Mayors Report to Council  
**DATE:** 10/01/15  
**cc:** CAO Destino, department file

---

Mayor Romeo Theken,

I recently submitted to your office an SBT dated 9-28-15 requesting a transfer from the FD vehicle maintenance account to the FD capital expense account to cover the increased cost of the first year payment on a new vehicle. The increased cost is the result of changing priorities in the FD fleet.

The original plan was to replace Car-1 (Chief's car) with a new vehicle allowing Car-1 to be assigned to the vacant spot of Car-2 (Admin Unit) in our fleet. Unfortunately Car-3 (Shift Commander's SUV) needs to be replaced as soon as possible as it is showing signs of engine failure. The new Car-3 is a more expensive vehicle due to the need to outfit it with communications and other equipment not necessary in the other two vehicles. The current Car-3, once repaired, can be reassigned as Car-2 giving us a full complement of vehicles as originally planned.

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An added benefit is that this will allow us to potentially transfer the \$19,000 originally appropriated in the Capital Expense account to the Overtime account to provide additional funding for that line which continues to be depleted due to the number of personnel still out on various injuries.

Attached is an updated SBT request for this \$19,000 transfer for your approval and submission in the next Mayors Report to the City Council.

Respectfully submitted

---

Fire Chief Eric L. Smith

**City of Gloucester  
Special Budgetary Transfer Request  
Fiscal Year 2016**

\_\_\_\_ INTER-departmental requiring City Council approval - 6 Votes Required  
 X  INTRA-departmental requiring City Council approval - Majority Vote Required

**TRANSFER # 2016-SBT-  3  Auditor's Use Only**

DEPARTMENT REQUESTING TRANSFER:  FIRE DEPARTMENT

DATE:  10/1/2015  BALANCE IN ACCOUNT: \$  19,000.00

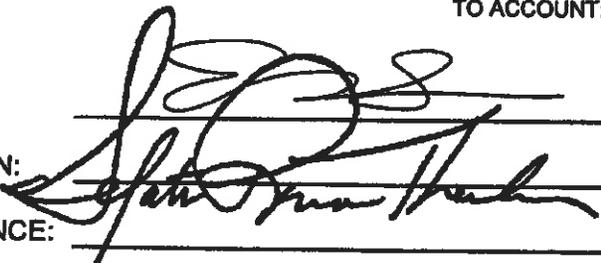
(FROM) PERSONAL SERVICES ACCOUNT # \_\_\_\_\_ *Unfund Account #*  
 (FROM) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_ *Unfund Account #*  
 101000.10.220.58720.0000.00.000.00.058   
 Fire Department, Replace Automobiles   
*Account Description*

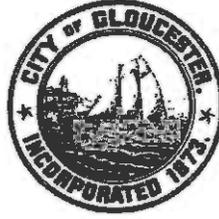
DETAILED EXPLANATION OF SURPLUS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(TO) PERSONAL SERVICES ACCOUNT # \_\_\_\_\_ *Unfund Account #*  
 101000.10.220.51300.0000.00.000.00.051   
 (TO) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_ *Unfund Account #*  
 Fire Department, Sal/Wage-Overtime   
*Account Description*

DETAILED ANALYSIS OF NEED(S):  To try to keep all stations open.   
 \_\_\_\_\_  
 \_\_\_\_\_

TOTAL TRANSFER AMOUNT: \$  19,000.00  NEW BALANCE IN ACCOUNTS AFTER TRANSFER  
 FROM ACCOUNT: \$ \_\_\_\_\_  
 TO ACCOUNT: \$  90,146.91

**APPROVALS:**  
 DEPT. HEAD: \_\_\_\_\_ DATE:  10/1/2015   
 ADMINISTRATION:  \_\_\_\_\_ DATE:  10-7-2015   
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_



Nineteen Harbor Loop  
Gloucester, MA 01930

TEL 978-282-3012

FAX 978-281-4188

[jcaulkett@gloucester-ma.gov](mailto:jcaulkett@gloucester-ma.gov)

**CITY OF GLOUCESTER**  
HARBORMASTER'S OFFICE

**Memorandum**

From: Jim Caulkett, Harbormaster  
To: Mayor Sefatia Romeo Theken  
Date: September 18, 2015  
Subject: Boating Infrastructure Grant (BIG)

Mayor Theken,

In your next Mayor's Report to Council will you include the attached signed BIG contract for the Solomon Jacobs Float System. Also attached are the Grant Application and Check List.

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

Respectfully



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

Granting Authority: State \_\_\_\_\_ Federal  Other \_\_\_\_\_

Name of Grant: BOATING INFRASTRUCTURE GRANT (BIG)

Department Applying for Grant: HARBORMASTER

Agency-Federal or State application is requested from: US FISH & WILDLIFE SERVICE THROUGH MA DIVISION OF MARINE FISHERIES

Object of the application: INCREASE ACCESS FOR RECREATIONAL BOATERS

Any match requirements: YES / VALUES TO BE PAID FROM SEAPORT BOND - NATIONAL OPEN WATERWAYS WATER PULSE

Mayor's approval to proceed: \_\_\_\_\_  
Signature: [Signature] Date: 10.7.2015

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:** Harbormater's Office

**ACCOUNT NAME:** FY2015 DOI - Boating Infrastructure Grant (BIG)

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

**CFDA # (Required for Federal Grants):** 15.622

**DATE PREPARED:** 9/18/2015

OBJECT	ORIGINAL BUDGET	APPROVED		REVISED BUDGET
		AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4_ )				
45810	\$263,930.00			\$263,930.00
				\$0.00
				\$0.00
<b>Total:</b>	<b>\$263,930.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$263,930.00</b>
EXPENSE (5_ )				
58400	\$263,930.00			\$263,930.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total:</b>	<b>\$263,930.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$263,930.00</b>

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Gloucester (used only):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Dept of Fish & Game, Div Marine Fisheries	
<b>Legal Address:</b> (W-9, W-4, T&C): 19 Harbor Loop, Gloucester, MA 01830		<b>MARS Department Code:</b> FWE	
<b>Contract Manager:</b> James W. Casutt Jr.		<b>Business Mailing Address:</b> 251 Causeway Street, Suite 400, Boston, MA 02114	
<b>E-Mail:</b> <a href="mailto:jcasutt@gloucester-ma.gov">jcasutt@gloucester-ma.gov</a>		<b>Billing Address (if different):</b> 30 Emerson Ave, Gloucester MA 01830	
<b>Phone:</b> 978-282-3012 <b>Fax:</b> 978-281-4188		<b>Contract Manager:</b> Cecil French	
<b>Contractor Vendor Code:</b> VC 6300 182898		<b>E-Mail:</b> <a href="mailto:Cecil.french@state.ma.us">Cecil.french@state.ma.us</a>	
<b>Vendor Code Address ID (e.g. "AD901"):</b> AD (Note: The Address ID must be set up for EFT payments.)		<b>Phone:</b> 978 282 8306 ext 119 <b>Fax:</b> 617 727 3337	
		<b>MARS Doc ID/Key:</b> BGCITYGLOUCESTER2016	
		<b>RFR/Procurement or Other ID Number:</b>	

<p style="text-align: center;"><b>X NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach <b>Employment Status Form</b>, scope, budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <b>Prior</b> to Amendment: _____ 20____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)</p>
--	--

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions     Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00.

**Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

**Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): **\$263,930.00**

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_% PPD; Payment issued within 15 days \_\_\_% PPD; Payment issued within 20 days \_\_\_% PPD; Payment issued within 30 days \_\_\_% PPD. If PPD percentages are left blank, identify reason: \_\_\_ agree to standard 45 day cycle \_\_\_ statutory/legal or Ready Payments (G.L. c. 28, § 23A); \_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Provision of services pursuant to the Boating Infrastructure Grant. "See Attached"

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.

2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.

3. were incurred as of \_\_\_\_\_, 20\_\_\_\_, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of **June 30, 2017**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached **Contractor Certifications** (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable **Commonwealth Terms and Conditions**, this Standard Contract Form including the **Instructions and Contractor Certifications**, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in §01 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: **SIGBERTA HUNTER THEKEN**

Print Title: **MANAGER**

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: **Kevin Creighton** Date: **9/14/2015**  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: **Kevin Creighton**

Print Title: **Chief Fiscal Officer**

***Boating Infrastructure Grant***

***(BIG)***

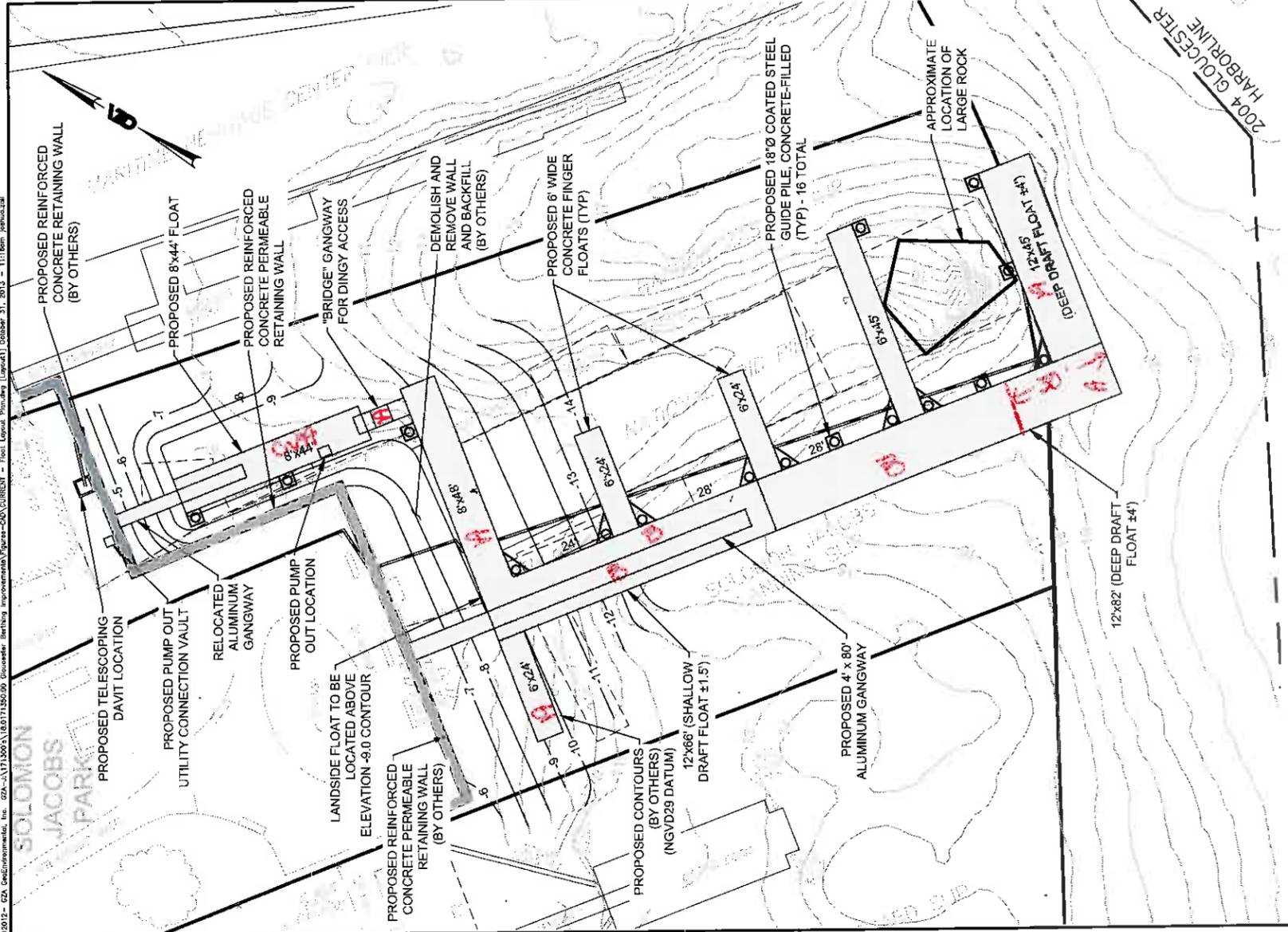
***&***

***Solomon Jacobs Float Design***

The attached site plan and artist drawings represent the float system that will be installed at Solomon Jacobs Park upon the completion of the National Grid Remediation Project.

In reviewing the site plan, floats, gangway and bridge marked A & B are eligible for purchase under the BIG contract.

The 8' x 44' float marked CVA is eligible for purchase under the approved/accepted CVA grant.



**LEGEND**

- EDGE PAVEMENT
- 2004 GLOUCESTER HARBORLINE
- PROPERTY LINE
- NEW AND REPLACEMENT SEAWALL
- CHAIN LINK FENCE
- EDGE OF WOODED AREA/PLANTED AREA

**PROPOSED SITE PLAN**  
SCALE: 1" = 20'

SCALE IN FEET  
0 10' 20' 40'

**DRAFT**

GLOUCESTER HARBORMASTER  
BERTHING IMPROVEMENT'S  
GLOUCESTER, MASSACHUSETTS

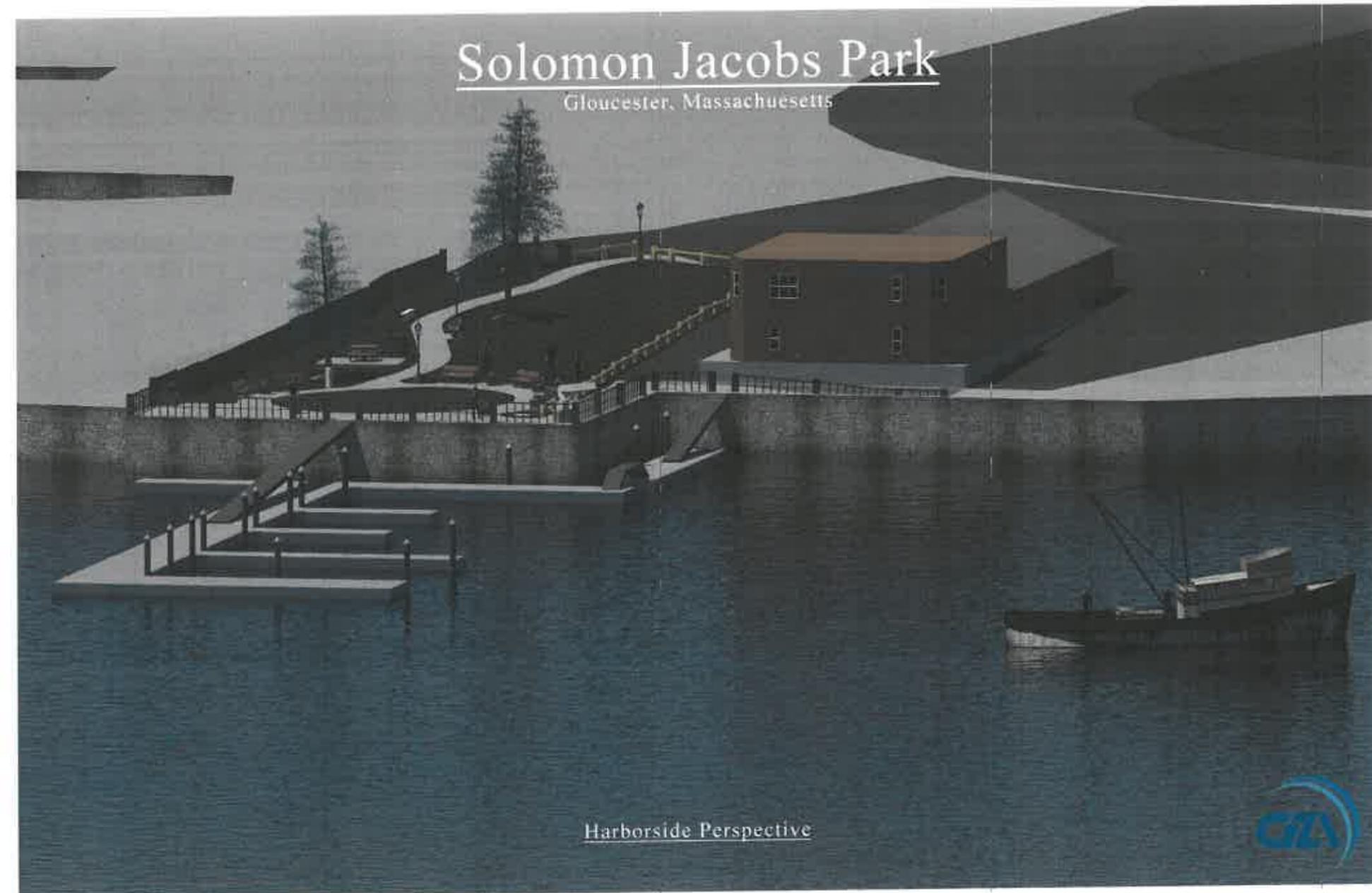
PROPOSED SITE PLAN

Prepared by: GZA Geoscientific, Inc.  
www.gza.com

DESIGNED BY:	DAS	CHECKED BY:	DAS
DRAWN BY:	DRV	SCALE:	AS SHOWN
PROJECT NO.:	1017135020	REVISION NO.:	1
DATE:	OCT 2013		

# Solomon Jacobs Park

Gloucester, Massachusetts



Harborside Perspective



# Solomon Jacobs Park

Gloucester, Massachusetts

Harborside Perspective



**MOTION: On a motion by Councilor McGeary, seconded by Councilor Fonvielle, the Budget & Finance Committee voted 3 in favor, 0 opposed, to recommend that the City Council under MGL c. 44, §53A accept a private grant of \$15,000 from the Dusky Foundation for the purpose of supporting the City of Gloucester, MA Survey Update for Historical Inventory project.**

**4. Memorandum from Harbormaster re: Waterways Board request to create a season pass for the Gloucester Harbor Launch or permitted mooring holders**

Jim Caulkett, Harbormaster, and Tony Gross, Waterways Board Chair explained that the Waterways Board, in an effort to up ridership on the city's launch is endorsing a season's pass for the launch, for a fee of \$100, and for the launch's range. He said the Board believes this would be a cost effective alternative for mooring holders, and encourage the utilization of the launch and act as a big service to the mooring holders. It was noted previously sent to the Committee a proposed rendering of the actual seasonal pass that would be issued to a city mooring holder upon paying the \$100 fee and would be encased in plastic. **Councilor Cox** said that the pre-numbered passes will be tracked and assigned was confirmed by **Mr. Gross** and the **Harbormaster**. **Councilor Cox** asked for an update from the Board and the Harbormaster after the season concludes as to how many passes were sold and how many riders were carried by the launch service to the Committee in October.

**Councilor Fonvielle** asked what happens if there were six people from one vessel to be transported and the pass only covers four. **Mr. Gross** said that there would be individual payment for two adults at \$5 apiece one way and four people would be transported under the pass. Children, he noted, under 12 are transported for free. This launch only goes to harbor moorings and doesn't go beyond the Blynman Bridge, it was pointed out -- the Coast Guard restricts the launch to the harbor, **Mr. Caulkett** said. **Mr. Gross**, responding to a question from **Councilor Cox** said a season pass in the city of Salem is \$600 and that city's launch is managed privately.

**MOTION: On a motion by Councilor Fonvielle, seconded by Councilor McGeary, the Budget & Finance Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Chapter 10, Section 10-51(e) Fees by ADDING the following after the last sentence:**

**"A Season Pass for permitted mooring holders within the boundaries of the Gloucester Harbor Launch with a limit of four people will cost One Hundred Dollars (\$100)."**

This matter will be referred to the O&A Committee for their agenda on May 4 and advertised for public hearing.

**5. Memorandum from Community Development Director re: acceptance of anticipated CDBG Entitlement Allocation PY2015 & HOME Funding Annual Appropriations**

**Tom Daniel**, Community Development Director said that this is for the annual acceptance of the CDBG and HOME Grant Funds (programs outlined in Mr. Daniel's memo on file). This year there is a consolidated planning process, and they are looking at goals and priorities for CDBG projects over the next five years which he described to the Committee. He also noted while the city wasn't successful in obtaining a lead abatement grant, they will apply again this year. He said that lead removal is an expensive process and much of the city's housing stock has lead paint. He also discussed ways affordable housing would be supported and the mechanisms for that. He highlighted several other programs funded both grants as pointed out in his memo. He noted the work of Emily Freedman, a one-year employee of the Community Development Department who has worked diligently on these grants. He pointed out on Page 4 the work for streets and sidewalks for American with Disabilities Act compliance and highlighted the programs that were brought in successfully in the downtown corridor. He also said that Railroad Avenue area is a key transit location and there is not a safe accessible path for people to get there. They will look to again work with Public Works and augment their work to move forward with infrastructure work to have a safe pedestrian path for people. He said that he, Mike Hale, DPW Director, and Gregg Cademartori, Planning Director have met recently to see how much work can get done with DPW funds and CBDG funds to get more done. With public investment in infrastructure the private sector responds, he said.

**Councilor Cox** spoke to Mr. Daniel about Keolis' possible rehabilitation of the Gloucester train station and asked that Matt Coogan be brought into the process and suggested this could be a good partnership. There has been no forward movement with the Railroad Avenue zoning work, Mr. Daniel noted, as it is a workload management

CITY CLERK  
GLOUCESTER, MA  
15 OCT 13 AM 10:00

**GLOUCESTER HARBOR LAUNCH**  
**SUMMARY OF OPERATION**

	<b>2013</b>	<b>2014</b>	<b>2015</b>
Launch Operators Salaries	\$9,608.05	\$20,698.15(1)	\$20,340.55(2)
Fuel	\$534.20	\$475.90	\$497.05
USCG Compliance Fees	(3)	\$5.00(4)	\$478.50
Repairs/Supplies	\$250.00	\$660.75	\$2,319.80
Fees collected	\$2,604.00	\$5,845.00	\$7,295.00(5)
Ridership	868	1169	2007
	-\$7788.25	-\$15,989.40	-\$16,340.90

(1) Season was Memorial Day Weekend to September 14, 2014

(2) Season ended September 9<sup>th</sup> due to the National Grid Remediation project

(3) Included in original cost of launch

(4) Late fee for Launch Certificate of Documentation

(5) This included 25 season passes @\$100.00 ea.



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

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

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Martin Suuberg  
Commissioner

September 3, 2015

Mr. Matthew Coogan  
City of Gloucester  
3 Pond Road  
Gloucester, MA 01930

Dear Mr. Coogan,

The Massachusetts Department of Environmental Protection (MassDEP) is pleased to announce that the City of Gloucester has been awarded \$51,000 to acquire under Phase III of the Massachusetts Electric Vehicles Incentive Program (MassEVIP):

- \$37,500 for five Battery Electric Vehicles (BEVs), and
- \$13,500 in assistance for Level 2 dual head charging station(s).

The Massachusetts Electric Vehicle Incentive Program demonstrates the Commonwealth's commitment to increase the deployment of electric vehicles (EVs) in private, municipal and state fleets, encourage demand for electric vehicles in Massachusetts and help the Commonwealth meet its air quality and Global Warming Solutions Act goals.

As part of the MassEVIP process, first you will need to sign and return the attached End-User Agreement within 15 days of receipt. Please also remember to sign and return to MassDEP the Transportation & Climate Initiative Statement of Support found as Attachment C of the end-user agreement. MassDEP will execute the agreement and return a scanned copy for your records. Once the executed agreement is returned to you, the City of Gloucester is authorized to proceed with the acquisition of electric vehicles and installation of the electric charging station, if applicable. Please note that the end-user agreement must be fully executed **before** any acquisition of vehicles and charging station can occur.

Please note you have up to 180 calendar days from the execution of the end-user agreement to complete the acquisition of the vehicles and acquisition and installation of the electric charging

This information is available in alternate format. Call Michelle Waters-Ekanem, Diversity Director, at 617-292-5751. TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

station. MassEVIP will provide the incentive directly to the vehicle and/or charging station vendor on state contract upon acquisition of vehicles and installation of charging stations. Please note that the charging station vendor on state contract will not be paid directly for any construction related installation costs. The construction related costs will be paid to the award recipient that is on state contract with MassDEP for goods and services. If the award recipient is acquiring a vehicle or motorcycle that is not currently on Massachusetts state-wide contract but is identified on California's list (<http://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles>) as a PHEV, ZEV (zero emission vehicle, referred in MassEVIP as a BEV), or zero-emission electric motorcycle (ZEM) and is available in Massachusetts, or is using an electric vehicle charging station vendor of their choice that is not on the state contract, the award recipient must do its own competitive bid process to acquire the vehicle or charging station equipment. In this case, the award recipient *itself* must be on a contract with the Commonwealth for goods and services. MassEVIP will then provide the incentive directly to the award recipient upon presentation of the invoice or lease agreement, proof of vehicles registration in Massachusetts, or invoice for the charging station, if being acquired.

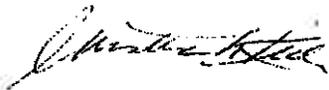
Please mail all documents to the following address:

MassDEP  
Attn: Sejal P. Shah  
One Winter Street, 6<sup>th</sup> Floor  
Boston, MA 02108

On behalf of Commissioner Suuberg, I want to congratulate the City of Gloucester for taking this important first step aimed at making Massachusetts a regional leader in deploying these clean cars and helping the Commonwealth achieve our ambitious climate goals.

If you have any questions or comments regarding MassEVIP and/or the awarded incentives please contact Ms. Sejal Shah at (617) 556-1015 or at [sejal.shah@state.ma.us](mailto:sejal.shah@state.ma.us).

Sincerely,



Christine Kirby, Division Director  
Air and Climate Programs  
Bureau of Waste Prevention

Enclosures: End-User Agreement

**COMMONWEALTH OF MASSACHUSETTS  
AGREEMENT BETWEEN MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND THE CITY OF GLOUCESTER**

This Agreement is entered into by the Commonwealth of Massachusetts, acting through the Massachusetts Department of Environmental Protection (MassDEP) and the City of Gloucester for the purpose of increasing the use and visibility of electric vehicles within the Commonwealth of Massachusetts (the "Agreement").

MassDEP is charged with the implementation and oversight for the Massachusetts Electric Vehicle Incentive Program (MassEVIP). The City of Gloucester has been qualified as a recipient of MassEVIP funding for the purpose of acquiring five electric vehicles and Level 2 dual head charging station, if applicable, in the following amounts as referenced in the attached application:

- An amount not to exceed \$7,500 per vehicle for five Battery Electric Vehicles, and
- An amount not to exceed \$13,500 for Level 2 dual head electric vehicle charging stations.

By accepting the benefits of MassEVIP funding, the City of Gloucester expressly agrees, through the execution of this Agreement, to be bound by the following Terms and Conditions and other requirements set forth in Attachments A through D hereto, which are incorporated herein by reference.

The undersigned representatives certify that they are fully authorized to enter into the Agreement, including without limitation the attached Terms and Conditions, and to legally bind the party on whose behalf they are signing this Agreement.

This Agreement shall become effective on the date that it is executed by MassDEP.

IN WITNESS THEREOF, the parties hereby execute this Agreement.

**CITY OF GLOUCESTER**

By: \_\_\_\_\_  
Print Name:  
Print Title:

Date: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_  
Bawa Wavezwa, Director of Fiscal Management  
Massachusetts Department of Environmental Protection

Date: \_\_\_\_\_

## ATTACHMENT A TERMS AND CONDITIONS

By accepting the benefits of the Massachusetts Electric Vehicle Incentive Program (MassEVIP) funding, the City of Gloucester (the award recipient) agrees that it will comply with all Terms and Conditions set forth below and assumes responsibility for all requirements under the laws of the Commonwealth regarding vehicle ownership or lease. The award recipient acknowledges that, from time to time as deemed necessary, MassDEP may request the award recipient to make minor changes in the implementation of MassEVIP, including periodic updates to the list of charging station vendors available for use by public and/or non-profit award recipients as provided on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>); private award recipients may use these vendors or the vendor(s) of their choice.

### 1. MassEVIP Electric Vehicle and Level 2 Charging Station Acquisition

As a condition of the award recipient being awarded funding through MassEVIP for the acquisition of electric vehicle(s) and charging station, the award recipient is required to execute the acquisition of vehicle(s) and charging station through one of the following methods:

- a) Public and/or non-profit award recipients have the electric vehicle vendors listed on the Massachusetts state-wide contract available to them from which to acquire an approved electric vehicle(s), through purchase or lease, as listed on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>); private award recipients may use these vendors or the vendor(s) of their choice. If the award recipient is also acquiring a Level 2 charging station, public and/or non-profit award recipients have the charging station vendors listed on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>), available to them; private award recipients may use these vendors or the vendor(s) of their choice; or
- b) If an award recipient is acquiring an electric vehicle that is not currently on Massachusetts state-wide contract but is identified as a Zero Emission Vehicle (ZEV) or Plug-In Hybrid Electric Vehicle (PHEV) or Zero Emission Motorcycle (ZEM) on California's list (<http://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles>) and is available for purchase or lease in Massachusetts, the award recipient must complete its own competitive procurement process to acquire the electric vehicle(s). The award recipient *itself* must be on a contract with the Commonwealth for goods and services. MassEVIP will then provide the incentive directly to the award recipient upon presentation of the invoice attesting proof of the vehicle(s) acquisition.

### 2. Agreement Duration/Timeline

- a.) The award recipient has up to 180 calendar days following the execution date of this agreement to acquire the electric vehicle(s) (the "MassEVIP vehicle") and procure and install the Level 2 charging station (the "Level 2 charging station").

- b.) In the event that the award recipient wishes to amend its choice of make, model or number of MassEVIP vehicles or charging stations, the award recipient must notify MassDEP in writing of any changes to the MassEVIP Vehicle(s) number, make, or model, and/or the Level 2 charging station as originally requested and approved by MassDEP (Attachment B), and receive written approval from MassDEP prior to execution of the purchase agreement with the Vendors for the MassEVIP vehicle(s) and/or Level 2 charging station. No changes to the make, model or number of vehicles or charging stations will be permitted after the execution of the purchase agreement.
- c.) The award recipient must notify MassDEP in writing within 30 days prior to the end of the 180 day period if the MassEVIP vehicle acquisition and/or procurement and installation of the Level 2 Charging station will not occur within 180 days following the execution date of this agreement.

3. MassEVIP Vehicle Registration

The award recipient must obtain a valid registration through the Massachusetts Registry of Motor Vehicles for each MassEVIP vehicle and provide proof of vehicle registration to MassDEP upon request.

4. Insurance Coverage for MassEVIP Vehicles and Level 2 Charging Station

Adequate property and casualty insurance coverage for each MassEVIP vehicle and Level 2 charging station must be provided by the award recipient as required under the laws of the Commonwealth through either the award recipient's self insurance or through third party coverage. The award recipient must provide proof of such coverage to MassDEP upon request.

5. Ownership of MassEVIP Vehicle and Level 2 Charging Station

The award recipient acknowledges that the award recipient becomes the owner or lessee of the MassEVIP vehicle(s) and Level 2 charging station following execution of the acquisition agreement for the electric vehicle(s) (purchase or lease) or charging station (purchase only). In the event that the award recipient is unwilling and/or unable to accept the MassEVIP vehicle(s) or Level 2 charging station after the vendor has ordered the vehicle(s) or charging station, the award recipient agrees to be fully responsible for the payment of any costs incurred by the vendor as a result of the award recipient's failure to accept them, including, without limitation, shipping costs and return fees. For purposes of this paragraph, the vendor is deemed to have "ordered" or "placed the order" when vendor pays any portion of the purchase price of the charging station to the charging station manufacturer. In the event that award recipient is unwilling and/or unable to accept the charging station after the vendor has placed such order, award recipient agrees to inform MassDEP in writing of its non-acceptance of the charging station(s) within fourteen (14) calendar days of award recipient's notification of non-acceptance of the charging station(s) to the vendor. Vendor is required to work cooperatively with MassDEP and/or award recipient to identify alternative recipients for the charging stations(s) and thereby recover costs for the unaccepted purchase; however, award recipient agrees to be fully responsible for any such costs incurred by vendor that vendor is unable to recover within six months of the date of award recipient's written notice to MassDEP of its non-acceptance of the charging station(s).

6. **Statement of Support**

The award recipient is encouraged to complete the Statement of Support for the Transportation Climate Initiative's (TCI) Pledge for the Deployment of Electric Vehicles (Attachment C) that shows a commitment to transition to a clean energy economy, reduce greenhouse gas emissions from their fleet, and increase the visibility of advanced technology vehicles in communities across the state. The award recipient is also encouraged to utilize the available TCI resources to help policy makers, municipal planners, and others in making their businesses or communities EV-ready (<http://www.transportationandclimate.org/northeast-electric-vehicle-network-documents>).

7. **Minimum Period to Operate MassEVIP Vehicle and Level 2 Charging Station**

The award recipient agrees to use the MassEVIP vehicle(s) and Level 2 charging station for a minimum of thirty-six (36) months following acquisition (vehicle) and installation (Level 2 charging station) per the terms in 2.c) above, unless the equipment (vehicle or Level 2 charging station) is sold, transferred, disposed of, or removed from active service in accordance with the procedures set forth in Paragraph 8 below.

8. **Assignment, Sale, Transfer, or Removal from Service**

No Assignment/Sale /Transfer/ Removal from Service without Prior MassDEP Notice and Approval. As a condition of its receipt of funding under MassEVIP, the award recipient acknowledges that it may not transfer its rights or obligations under this Agreement to another entity, or assign, sell or transfer the assets in a transaction that would include transfer of the MassEVIP vehicle(s) or Level 2 charging station that are the subject of this Agreement, without providing prior written notice and obtaining approval from MassDEP, in accordance with the provisions of this paragraph. In issuing a decision on the award recipient's request for assignment, sale, transfer or removal from service, MassDEP will seek to further the Commonwealth's goals in establishing the electric vehicle incentive program, including that of reducing greenhouse gas emissions within the borders of the Commonwealth. If the award recipient proposes to assign, sell, transfer or remove from service the MassEVIP vehicle(s) or Level 2 charging station subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:

- a) **Award Recipient Notification to New Entity:** Upon agreeing to the assignment, sale or transfer of the MassEVIP vehicle(s) to a New Entity, the award recipient must provide the New Entity with a copy of this agreement and of its obligation to notify MassDEP in writing of its intention to comply with and to sign the Agreement with respect to all MassEVIP vehicle(s) that are the subject of the assignment, sale, or transfer in accordance with 8.c) below.
- b) **Award Recipient Notice, Contents and Certification:** At least thirty (30) calendar days in advance of the date of a proposed assignment, sale, or transfer, the award recipient shall provide MassDEP with written notice ("Award Recipient Notice") of the transaction. The Award Recipient Notice to MassDEP shall include the following information:

- i. The identity, principal place of business, local address where the MassEVIP vehicle(s) will be garaged, or where the Level 2 charging station will be relocated, and principal contact for the New Entity to whom the award recipient will be assigning/transferring the MassEVIP vehicle(s) or Level 2 charging station as part of the transaction;
  - ii. The date on which the assignment/transfer will occur, together with a brief description of the transaction;
  - iii. A list of all MassEVIP vehicle(s) by Vehicle Identification Number (VIN), vehicle make, model number, and model year, and of all Level 2 charging stations that are subject to this Agreement that will be transferred as part of the transaction;
  - iv. A certification by the award recipient that it has provided the New Entity with the following: (a) a copy of this Agreement; (b) a list of all MassEVIP vehicles or Level 2 charging stations that are subject to this Agreement; and (c) a notice to the New Entity of its obligation to notify MassDEP in writing of its intention to comply with the Agreement with respect to all MassEVIP vehicle(s) or Level 2 charging stations that are subject of the assignment, sale or/transfer.
- c) New Entity Notice, Contents and Certification: At least fifteen (15) days in advance of the date of the proposed assignment/transfer, the New Entity shall provide MassDEP with a written notice ("New Entity Notice") which states that: (1) it has received a copy of the Agreement; (2) it has received a list of all MassEVIP vehicles by VIN, vehicle make, model number, and model year and of all Level 2 charging stations, if applicable, that are subject to this Agreement; and (3) the New Entity certifies that it will comply with all Terms and Conditions of the Agreement with respect to all MassEVIP vehicles and Level 2 charging stations that are the subject of the assignment, sale, or transfer.
- d) If the award recipient proposes to remove from active service any MassEVIP vehicle(s) or Level 2 charging stations subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:
- i. The award recipient must request approval from MassDEP in writing at least thirty (30) days in advance of the expected action, and specify the manner in which the MassEVIP vehicle would be removed from active service and the reasons for such removal.
  - ii. If MassDEP approves the award recipient's request to remove the MassEVIP vehicle from service, the award recipient must provide MassDEP with all documentation regarding the MassEVIP vehicle's destruction, sale as scrap metal, or other method by which the vehicle was removed from service.
  - iii. The award recipient agrees to work cooperatively with MassDEP to pursue appropriate parties to recover funds in the event that a MassEVIP vehicle's removal from service is due to equipment failures or deficiencies, or due to vendor or manufacturer warranty deficiencies.

- e) **MassDEP Contact for Notices:** All written Notices required by Paragraph 8 shall be sent to:

Ms. Sejal Shah  
MassDEP  
One Winter Street  
Boston, MA 02108

- f) **MassDEP Review and Approval:** Upon receipt of the Award Recipient Notice and the New Entity Notice as provided above, MassDEP will review both Notices and will provide the award recipient and the New Entity with its written determination regarding the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station within five (5) business days of receipt of both Notices. MassDEP reserves the right under this paragraph to either (a) seek additional information from the award recipient and/or the New Entity regarding the assignment, sale or transfer of the electric vehicle(s) or Level 2 charging station subject to this Agreement in order to make an informed determination; and/or (b) deny the assignment, sale or transfer of the MassEVIP vehicle(s) or Level 2 charging station to the New Entity. If the denial is based on the rationale that either of the Notices has incomplete, inaccurate or misleading information, the award recipient and/or New Entity will each have fifteen (15) days from the date of MassDEP's denial of the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station to provide complete and accurate information to MassDEP.
- g) Notwithstanding any of the foregoing, the award recipient (or its title holding affiliate) shall have the right to sell the mortgage, lease or otherwise deal with the property on which the Level 2 charging station(s) are located without MassDEP approval. However, if award recipient transfers to a new owner any ownership interest of the real property on which the Level 2 charging station(s) are located prior to the end of the thirty-six (36) month Minimum Time Period detailed in Paragraph 7 above, and this new owner does not assume ownership and responsibility for the Level 2 charging station(s) as a New Entity in accordance with the provisions of Paragraphs 8.a) to 8.d), award recipient shall be deemed to be in non-compliance with this Agreement and is subject to the MassDEP enforcement actions provided in Paragraph 15 below.

9. **Data Provision and Record Requirements**

Upon request by MassDEP, the award recipient shall provide the following: (1) access to the operation and maintenance records of each MassEVIP vehicle(s) for a minimum period of thirty-six (36) months following the acquisition of the MassEVIP vehicle(s) and (2) usage data, in a format specified by MassDEP, from Level 2 charging station for a minimum period of thirty-six (36) months following its installation.

10. **MassDEP Verification of MassEVIP Vehicle and Level 2 Charging Station**

Upon acquisition of the MassEVIP vehicle(s) and the installation of the Level 2 charging station on award recipient's property, the award recipient agrees to allow MassDEP access to the MassEVIP vehicle(s) and the Level 2 charging station during normal business hours so that MassDEP can verify the use of the vehicle(s) and the installation of the charging station.

11. Training on the Operation and Maintenance of MassEVIP Vehicle and Charging Station

Upon acquisition of the MassEVIP vehicle(s) and, if applicable, the completion of the installation of the Level 2 charging station, the award recipient agrees to require all pertinent personnel to attend a training session conducted by the vehicle vendor and/or the charging station vendor on the operation and maintenance of the equipment. The award recipient will facilitate these training session(s) by providing a mutually-convenient time and location for such training(s). In addition, the award recipient will provide MassDEP with fourteen (14) calendar days advance notice of the time, date and location of all training sessions so that MassDEP representatives may have the opportunity to attend any/all training sessions.

12. MassEVIP Vehicle Maintenance Requirements

The award recipient shall maintain the MassEVIP vehicle in accordance with the manufacturer's recommended procedures and specifications. The award recipient agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty.

13. Electrical Infrastructure Maintenance Requirements

The award recipient shall maintain the land-based electrical infrastructure in order to provide proper electrical supply for the operation of the Level 2 charging station for the duration of the thirty-six (36) month minimum in-service period. If the electrical infrastructure fails such that proper electrical supply required for the operation of the Level 2 charging station is not provided, the award recipient shall contact a vendor to repair the electrical infrastructure and supply within seven (7) calendar days of the receipt of notification of the failure of the system.

14. Electrical Infrastructure Parking Requirements

The award recipient receiving financial assistance through MassEVIP for the installation of a Level 2 charging station shall ensure the following requirements are met:

- a) The Level 2 charging station is located in an area that is accessible for the general public during normal business hours; and
- b) The two parking spaces allocated to the Level 2 charging station are specifically dedicated for electric vehicles only, and that the award recipient will actively enforce this requirement; and
- c) The Level 2 charging station is clearly identified through visible signage as provided in Attachment D. The award recipient may also want to consider pavement treatment (i.e., use of paint) to make the parking spaces more identifiable for electric vehicles.

15. Enforceability

The award recipient agrees that, in the event that the award recipient fails to comply with any of this Agreement's Terms and Conditions, the Commonwealth of Massachusetts and MassDEP shall have the right to pursue any and/or all of the following options:

- a) Require the transfer of possession and/or title to MassDEP and/or a third party at MassDEP's request of any and all MassEVIP vehicle(s) or Level 2 charging stations supplied pursuant to the Agreement; and/or
- b) Require the award recipient to reimburse MassDEP for any transfer, supply and/or installation costs incurred by MassDEP as a result of the failure of the award recipient to comply with the Agreement; and/or
- c) Require the award recipient to return a portion of the MassEVIP funding provided to the award recipient under the Agreement, with such portion to be calculated pro rata based on the number of months remaining of the 36 month Minimum Time Period required operation of the MassEVIP vehicle or charging station under Paragraph 7 of these Terms and Conditions, determined from the date of award recipient's failure to perform under the Agreement.

The enforceability rights set forth in this paragraph shall in no way be construed to limit either the Commonwealth of Massachusetts or MassDEP from pursuing any other legal or equitable remedy available under any applicable federal or state laws.

16. Public Concerns/False Claims

As a condition of acceptance of this equipment, the award recipient agrees to report to MassDEP any public concerns regarding the MassEVIP Program, and/or any credible evidence of the submission of any false claims under federal or state law by any person or entity associated with the MassEVIP Program, including but not limited to reporting to MassDEP in writing of any installation deficiencies, failures or operations concerns associated with the equipment.

17. Indemnification

The award recipient agrees to indemnify and hold harmless the Commonwealth of Massachusetts and MassDEP, and any of the officers, officials, contractors, employees or agents of the Commonwealth or MassDEP, from any and all liability, actions or claims, whether under federal or state law, associated with award recipient's failure to comply with the terms of the Agreement, and also agrees to provide indemnification from any costs incurred by the award recipient or its representatives in connection with the use, operation and maintenance of the equipment that is the subject of the Agreement.

18. Civil or Criminal Investigations/Proceedings

By entering into the Agreement with MassDEP, the award recipient certifies that, to the best of its knowledge, it has not been and is not currently the subject of any civil or criminal investigation or proceeding relating to the possible violation of any environmental statutes, rules, regulations, ordinances or laws, by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation or proceeding by any federal, state or local prosecuting or investigative agency.

19. Severability

If any term or provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remainder of the terms and provisions of this Agreement shall not in any way be affected or impaired, and shall remain valid and enforceable to the fullest extent permitted by law.

20. Governing Law

The Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts for all purposes, without regard to the Commonwealth's law on choice of law.

21. Execution Date

The "Execution Date" of the Agreement between MassDEP and Grantee is deemed to be the date on which the Agreement was signed by MassDEP.

**Attachment B**

**Massachusetts Electric Vehicle Incentive Program Application**



**MassEVIP: Fleets Application**

**APPLICANT INFORMATION: (\* Indicates Required Fields, and please print clearly)**

**Legal Name of Entity\*:** City of Gloucester

**Division within Entity applying for incentive:** Community Development

**Principal Contact\***

**Last Name:** Coogan

**First Name:** Matthew

**Title:** Senior Planner/ Clean Energy Manager

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

**Phone:** 978.879.3189

**Fax:** \_\_\_\_\_

**Street Address:** 3 Pond Road

**City:** Gloucester

**State:** Massachusetts

**Zip Code:** 01930

**Mailing address (enter ONLY if it is different from contact address above)**

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**If a municipality, are you currently a Green Community as designated by the Massachusetts Green Communities Division? (Circle one)**

**YES**

**NO**

Use the Table below to list the electric vehicle(s) your entity is considering for acquisition.\*

Make/Model	Type (BEV, PHEV, or ZEM)	Dealer	Purchase/Lease
Nissan Leaf	BEV	Lowest qualified bidder	Lease
Nissan Leaf	BEV	Lowest qualified bidder	Lease
Nissan Leaf	BEV	Lowest qualified bidder	Lease
Nissan Leaf	BEV	Lowest qualified bidder	Lease
Nissan Leaf	BEV	Lowest qualified bidder	Lease

\*If requesting more than five vehicles, please use additional pages.

In the space provided below, please indicate how the vehicle will be used to increase the visibility of electric vehicles in the community.

The 5 vehicles will expand and double our existing all electric vehicle fleet. These additional vehicles will be used for inspectional services. Our inspectional services team needs to use vehicles on a daily basis throughout the City, and thus these electric vehicles will have a great presence and will be highly visible around town on a daily basis. In addition, these vehicles will replace old, inefficient vehicles, including Crown Victorias, and will help significantly reduce fuel consumption for the City. Finally, the charging stations will be installed prominently at our historic City Hall for public use.

If planning on acquiring one or more battery electric vehicles (fully battery operated), your entity is eligible to apply for assistance to acquire and install a Level 2 dual-head charging station. Do you wish to apply for assistance to acquire and install a Level 2 dual-head charging station? If yes, use the Table below to provide information for the requested charging station. *Note: the acquisition of hybrid plug-in electric vehicles only does not qualify an entity for financial assistance to install a Level 2 dual-head charging station.*

Make/Model:	Clipper Creek HSC-40
Vendor:	Clipper Creek
Proposed location:	City Hall, 9 Dale Ave

\*Please use additional page if acquiring more than one charging station.

Signature of Representative\*: Matthew Cooper  
 Date\*: 8/24/2015

This form should be returned to MassDEP at the address below or via email to [sejal.shah@state.ma.us](mailto:sejal.shah@state.ma.us):

Ms. Sejal P. Shah  
 Environmental Analyst, MassEVIP  
 One Winter Street, 6<sup>th</sup> Floor  
 Boston, MA 02108

**Attachment C**

**Statement of Support for the Deployment of Electric Vehicles**

# We Support the Deployment of Electric Vehicles

*Please sign onto the statement below to express your organization's support for the deployment of electric vehicles in the northeastern United States.*

**The Northeast Electric Vehicle Network – a project of the states participating in the Transportation and Climate Initiative – seeks to eliminate barriers to the deployment of electric vehicles and maximize the economic and environmental benefits that will be generated by the mass-market arrival of plug-in cars and trucks.**

\_\_\_\_\_ supports these important goals, and is ready to work with the Northeast Electric Vehicle Network to facilitate the deployment of electric vehicles in the northeastern United States.<sup>1</sup>

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The Northeast Electric Vehicle Network is a project of participating Transportation and Climate Initiative (TCI) jurisdictions, including Connecticut, the District of Columbia, Delaware, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and communities in Maine.*



*Planning for the Network is funded in part by a nearly \$1 million Electric Vehicle Readiness Grant from the U.S. Department of Energy. To learn more about the TCI, please go to <http://www.georgetownclimate.org/TCI>*

Email this statement of support to TCI facilitator Cassie Powers at [powers@law.georgetown.edu](mailto:powers@law.georgetown.edu)

Support for the deployment of electric vehicles in the Northeast Electric Vehicle Network is provided by the U.S. Department of Energy. The views expressed here do not necessarily reflect those of the U.S. Department of Energy.

**Optional: Our Organization Is Prepared to Take the Following Actions to Support the Deployment of Electric Vehicles in the Northeastern United States**

Please describe any specific actions that your organization has taken in TCI states or is prepared to take below. You may attach a separate letter if you need more room. Examples include, but are not limited to, the following:

- Installing charging stations for your employees or the public;
- Working with states to better understand and overcome electric vehicle deployment obstacles;
- Providing dedicated parking for electric vehicles;
- Committing to use electric vehicles in your fleet;
- Providing additional benefits to drivers of electric vehicles;
- Promoting electric vehicles in your materials and/or at events;
- Sharing charging station location, use, or other data with the Network.



## Electric Vehicle Guidance Documents For Communities in the Northeast and Mid-Atlantic

December 2012

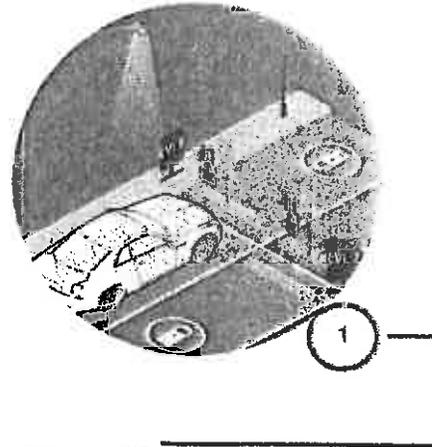
*In October 2011, the Transportation and Climate Initiative (TCI), a collaboration of state transportation, energy, and environmental agencies in the Northeast, launched a Northeast Electric Vehicle Network and agreed to coordinate on electric vehicle (EV) infrastructure planning and deployment. TCI, in partnership with the New York State Energy Research and Development Authority (NYSERDA) and 16 of the region's Clean Cities Coalitions, received a nearly \$1 million Department of Energy Electric Vehicle Planning grant to support early planning activities for the Network.*

Under the grant, five "EV guidance documents" are being developed to help policy makers, municipal planners, and others in making their businesses or communities EV-ready. The guidance documents are being developed by Energetics Incorporated, an engineering and management consulting firm, and WXY Architecture + Urban Design, an urban design planning firm, and are expected to be available this fall.

### EV Guidance Documents: Summary

***Siting and Design Guidelines for Electric Vehicle Supply Equipment.** These guidelines identify key siting and design issues that are relevant to local governments, developers, homeowners, businesses, utility providers, and other organizations. The guidelines provide an overview of elements of site selection and design and installation scenarios, including considerations for commercial lots, multi-family residences, on-street charging, service station models, and fleets.*

*For additional guidance on siting EV charging stations, please refer to NYSERDA's "Site Design for Electric Vehicle Charging Stations," which can be downloaded at [www.sustainabletransportationstrategies.com](http://www.sustainabletransportationstrategies.com).*



COMMERCIAL LOT

***Assessment of Current EVSE and EV Deployment.** The deployment assessment provides a region-wide look at EV and electric vehicle supply equipment (EVSE) deployment in the Northeast. The report highlights trends in EV ownership and EVSE locations, offers recommendations to maximize the impact of EVSE installations, and offers recommendations for further areas of study. The report finds that EV owners in the TCI region are typically younger, more educated, wealthier, and live in rural or suburban areas surrounding metro centers. Moreover, the assessment shows that a significant portion of the region's EVSE is located at EV dealerships, and that new EVSE should be located as destinations that are within driving distance of EV communities.*

***EVSE Cluster Analysis.*** The Cluster Analysis proposes nine land use “clusters” that represent strong areas of current and potential EVSE deployment. The clusters were chosen based on the behavior of the typical user, the site’s operations, external influences like geography and demographics, and the ability of a cluster to provide benefits to the EVSE host and wider public. The analysis also uses case studies to demonstrate how the clusters can effectively support EV use.

***EV-Ready Codes for the Built Environment.*** This document provides an overview of building and electrical codes and their relation to EVs, highlights best practices from around the country, and makes recommendations for jurisdictions in the Northeast and Mid-Atlantic. The report draws several conclusions:

- Existing codes do not present a significant barrier to electric vehicle supply equipment (EVSE) deployment, but there is room within the codes to more clearly encourage EV-readiness.
- Codes can achieve EV-readiness and regional cohesion. For example, a coordinated effort to specify requirements for certain features in new construction and provide for new permitting or inspection protocols can help to streamline EV codes across the region.
- Adopting EV-friendly codes that encourage EVSE deployment can promote economic development in the region.
- Codes can create a high-level planning framework while retaining flexibility at the local level. For example, states can adopt code appendices containing EV-friendly provisions that can be adopted at the local level.
- Adopting EV-friendly codes should be part of a collaboration between partners to create a comprehensive EVSE deployment strategy.

***Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools.*** This report provides guidance to practitioners at all levels of state and local governments wishing to take action to implement EVSE deployment in their jurisdictions. It provides discussion and guidance regarding the steps to create, administer, and amend planning processes, rules, and regulations, and explores the potential for jurisdictions to encourage EV charging station installation and use. Tools to promote EV-friendly zoning regulations, parking ordinances, building codes, permitting practices, and partnership and procurement are explored, and examples of streamlined approaches are provided.

The Northeast Electric Vehicle Networks’ EV Guidance Documents can be downloaded from [www.northeastevs.org](http://www.northeastevs.org).

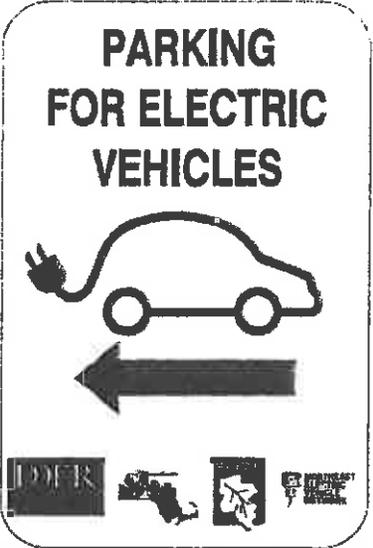
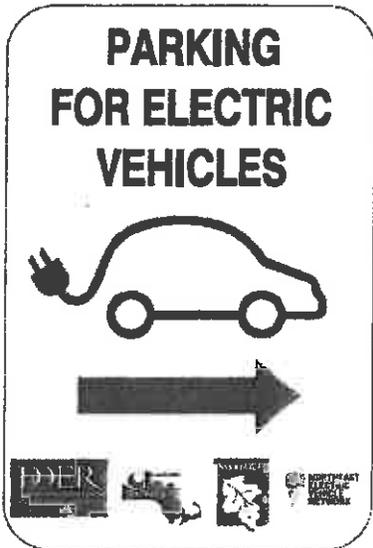
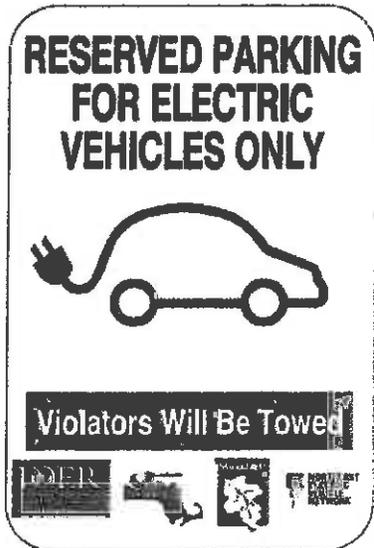
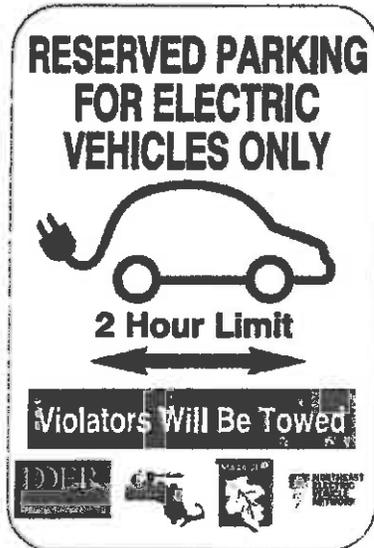
Or contact Georgetown Climate Center’s EV Program Coordinator, Cassie Powers, at [powers@law.georgetown.edu](mailto:powers@law.georgetown.edu), or 202.661.6695.



U. S. Department of Energy

Attachment D

Parking Signage Templates



City Hall Annex  
Three Pond Road  
Gloucester, MA 01930



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

**CITY OF GLOUCESTER**  
COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

**To:** Mayor Sefatia Romeo Theken  
**From:** Tom Daniel *TD*  
Matt Coogan  
**Date:** September 30, 2015

**RE: MassEVIP Grant Award - \$51,000**

The Community Development Department is pleased to report that MassDEP has awarded the City a \$51,000 grant through their Massachusetts Electric Vehicle Incentive Program (MassEVIP), Phase III. The grant will allow the City to increase its current electric vehicle fleet by adding up to five electric vehicles and a dual-headed, electric vehicle charging station.

This is the second MassEVIP grant awarded to the City. The previous grant of \$42,500 was used this past May to lease three all-electric Nissan Leafs, as well as purchase and install a dual-headed electric vehicle charging station at the City Hall Annex. The grant covered the entire cost of the charging station, and combined with a Nissan leasing incentive program, it allowed the City to lease the three Leafs at an annual cost of \$840 per vehicle, or \$70 per month. The vehicles are used by inspectional service staff in the Building and Health Departments, and the charging station is available to the public.

The plan is to apply the current \$51,000 grant towards leasing additional Nissan Leafs through the same leasing incentive program. In addition, \$13,500 of the grant will be used to install a dual-headed, electric vehicle charging station at City Hall. This charging station would be available for public use as required by MassEVIP.

Greening the City's vehicle fleet is part of the City's commitment to energy conservation and environmental stewardship. The electric vehicles replace older, inefficient vehicles, resulting in decreased greenhouse gas emissions and reduced smog forming emissions. In addition, each gasoline-powered vehicle that is replaced by an electric vehicle saves the City approximately \$1,000 in fuel costs annually.

Once the grant is accepted by City Council and the contract is signed by the Mayor and MassDEP, the City will have 180 days to purchase and install the charging station and procure the electric vehicles.



City of Gloucester  
Grant Application and Check List

Granting Authority: State X Federal \_\_\_\_\_ Other \_\_\_\_\_

Name of Grant: MASSVIP PHASE 3

Department Applying for Grant: COMMUNITY DEVELOPMENT

Agency-Federal or State application is requested from: MASS DEP

Object of the application: FUNDING FOR ELECTRIC VEHICLES + CHARGING STATION

Any match requirements: \_\_\_\_\_

Mayor's approval to proceed: [Signature] 10-7-2015  
Signature Date

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

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerk's Certification of Vote to City Auditor: \_\_\_\_\_  
Certification Date

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

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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

FORM: AUDIT GRANT CHECKLIST - V.1

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[www.ice.nl.com/unlock.htm](http://www.ice.nl.com/unlock.htm)



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

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

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

**Note: All documents must be complete signed copies.**

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

**CITY OF GLOUCESTER**

**ACCOUNT BUDGET**

**DEPARTMENT NAME:** Community Development

**ACCOUNT NAME:** \_\_\_\_\_

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

**CFDA # (Required for Federal Grants):** \_\_\_\_\_

**DATE PREPARED:** 9/3/2015

OBJECT	ORIGINAL BUDGET	APPROVED		REVISED BUDGET
		AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4_____)				
	\$51,000.00			\$50,000.00
				\$0.00
				\$0.00
Total:	\$51,000.00	\$0.00	\$0.00	\$50,000.00
EXPENSE (5_____)				
Electric Vehcles and Charging Station	\$51,000.00			\$50,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$50,000.00	\$0.00	\$0.00	\$50,000.00

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_



**CITY OF GLOUCESTER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**Memorandum**

**To: Mayor Sefatia Romeo Theken**

**From: Tom Daniel  
Carol Thistle**

**Date: September 15, 2015**

**Re: Essex Heritage Visitor Center Grant- 2014**

The Community Development Department is pleased to report that the Essex National Heritage Commission awarded the City a \$2,500 grant through their Essex Heritage Visitor Center Grant Program -2014. The grant is for signage, flyers, an informational bulletin board and brochures.

We greatly appreciate the partnership with the Essex Heritage Commission to offset our costs in assisting 14,000 to 16,000 national and international visitors to Gloucester each season.



City of Gloucester  
Grant Application and Check List

Granting Authority: State \_\_\_\_\_ Federal X Other \_\_\_\_\_

Name of Grant: ESSEX HERITAGE VISITOR CENTER GRANT -2014

Department Applying for Grant: COMMUNITY DEVELOPMENT DEPARTMENT

Agency-Federal or State application is requested from: ESSEX NATIONAL HERITAGE COMMISSION

Object of the application STAGE/FORT PARK WELCOME CENTER GRANT

Any match requirements NO

Mayor's approval to proceed: [Signature] 10.7.2015  
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

**Carol Thistle**

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**From:** Aleesha Nunley  
**Sent:** Thursday, September 10, 2015 5:13 PM  
**To:** Tom Daniel  
**Cc:** Marie Dernick; Carol Thistle; Kenny Costa; Matthew Coogan; Jaimie Corliss  
**Subject:** Essex National Heritage Grant

Good Evening Tom,

Two deposits were made in FY15 specifically in the month of December 2014 to an expired 2007 Preserve America grant fund 292025. The details of the deposits are listed below:

- 1.) \$1,250.00 check deposited on 12/10/14 per treasurers receipt # 64202 posted to GL with Deposit # 7230
- 2.) \$1,250.00 check deposited on 12/15/14 per treasurers receipt # 64203 posted to GL with Deposit # 7238

The deposits total \$2,500.00 and I cannot find a grant that has been accepted by City Council for this. We are reclassing the funds to deposits held for others in fiscal 2015 until this grant is voted by Council. Please let me know if this has been voted and provide me with a certificate of vote and we will be happy to setup a grant fund. If you have any questions please feel free to contact me. Thanks.

Thanks and Best Regards,

**Aleesha Nunley**  
Assistant City Auditor  
Office of the City Auditor  
9 Dale Avenue  
Gloucester, Massachusetts 01930  
P: (978) 281-9730  
F: (978) 281-8472  
[www.gloucester-ma.gov](http://www.gloucester-ma.gov)

Please note: Last year, I was unaware of grant internal city approval/procedure. Aleesha explained that since the grant was so small, it would be acceptable to have Mayor post sign this document.

Thank you,  
Carol Thistle

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development  
 ACCOUNT NAME: Essex Heritage Visitor Center Grant  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) Preserve America grant fund  
 CFDA # (Required for Federal Grants):     
 DATE PREPARED: 9-17-15

APPROVED  
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4 )	\$2,500			
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5 )	250			Visitor Center signage, fliers, bulletin board & brochures.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE

T. W. Daniel

DATE ENTERED (AUDIT)

AUDITING DEPARTMENT INITIALS

## Attachment B

### Memorandum of Understanding

This Memorandum of Understanding between the **Essex National Heritage Commission (Essex Heritage)** and the **City of Gloucester (Visitor Center)** relates to a grant from the 2014 Essex Heritage Visitor Center Grant Program.

*Whereas* the mission of the Essex Heritage is to preserve and enhance the historic, cultural, and natural resources of the Essex National Heritage Area; and

*Whereas* the Visitor Center provides information about the historic, cultural, and natural resources of the Essex National Heritage Area; and

*Whereas* the Visitor Center a designated Essex National Heritage Area Visitor Center; and

*Whereas* Essex Heritage and the Visitor Center have a shared strategic interest in the fostering greater visitation to the historic, cultural, and natural resources of the Essex National Heritage Area; and

*Whereas* Essex Heritage, subject to availability, intends to award a matching grant to the Visitor Center;

*Therefore*, Essex Heritage and the Visitor Center agree to execute a grant contract that will incorporate this Memorandum of Understanding describing the objectives and requirements of the grant program:

- A. Essex Heritage Visitor Center Objectives**
- At minimum, be open to the public on a regular basis from April through October, preferably including both weekend days, with hours of operation posted prominently at the entrance
  - Provide publicly accessible restroom facilities, either on-premise or by prior arrangement in the immediate vicinity
  - Provide free, clearly marked visitor center parking
  - All facilities accessible to the handicapped
- B. Essex Heritage Visitor Center Information Dissemination Requirements**
- Display and distribute free of charge all materials provided by Essex Heritage, including information on the annual Trail & Sails Weekends
  - Display and distribute free of charge all materials provided by other Essex Heritage visitor centers
  - Provide directions to other Essex Heritage visitor centers
  - "Cancel" all National Park Service Passports presented using stamp provided by Essex Heritage
  - Provide information on the historic, cultural, and natural resources in the immediate area
  - Provide information on lodging, restaurants, recreational opportunities and other visitor services in the immediate area
  - Provide information on the sites and services within the surrounding area
- C. Essex Heritage Visitor Center Relationship Requirements**
- Be a paid member of Essex Heritage
  - Display the Essex National Heritage Area logo on the homepage of visitor center's website
  - Display in a highly visible location a funding acknowledgement statement to be supplied by Essex Heritage. The statement is preferably placed in close proximity to the visitor center's publicly accessible supply of regional visitor information materials
  - Include on all promotional materials funded by the grant (print, video, web), in whole or in part, the Essex National Heritage Area logo and the text "Funded, in part, by a grant from Essex Heritage."
  - Acknowledge Essex Heritage funding in all press releases and similar communications

Attachment B

D. Essex Heritage Visitor Center Reporting Requirements

- Provide the visitor center organization's annual budget
- Provide the visitor center organization's final actual year-end expense report
- Collect and provide visitor center visitation data on a monthly basis

Please provide the following information about the visitor center for the Essex Heritage website:

- Street address (for use with GPS) 9 Hough Street, Gloucester, Ma. 01833
- Visitor center phone number 978-281-8865
- Visitor center website www.GloucesterMa.com
- Months and dates of operation April to October (partial opening April-9 days in May)
- Days and hours of operation 7 days a week, 9:00am to 6:00pm
- Is the visitor center accessible to the handicapped? yes
- Does the visitor center have a publicly accessible restroom onsite? yes
  - If not, is there publicly accessible restroom nearby? -
  - Is the available restroom open when the visitor center is open? yes
  - Is the available restroom accessible to the handicapped? yes
- Is there parking at the visitor center? yes
  - If not, is parking nearby? Parking is available at Stage Fort
  - Is the available parking free? Park-adjacent to Visitors Center  
Free parking in front of Visitor Center

By signing this Memorandum of Understanding the Visitor Center expresses its intent to participate in the 2014 Essex Heritage Visitor Center grant program and to comply with all the requirements described in this Memorandum of Understanding.

The signatory further certifies that she/he has been authorized by the appropriate governing body to agree to the terms and conditions set forth in this Memorandum of Understanding.

Carol Thistle 4/22/14  
Signature Date

Carol Thistle, senior Project Manager (Tourism)  
Name (print) Title

City of Gloucester, Ma.  
Organization



**DATE:** March 17, 2014  
**TO:** Essex National Heritage Area Visitor Center Mangers  
**FROM:** Debbie Forman, Essex Heritage Finance Assistant  
**RE:** Essex Heritage Visitor Center Grants - 2014 Season

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I write to provide an update on the status of the 2014 Essex Heritage Visitor Center Grant Program. I am pleased to inform that Essex Heritage has been approved to receive federal funding for the upcoming federal fiscal year and, therefore, will be able to provide your organization with visitor center grant. Following confirmation of our federal funding figure and Essex Heritage board approval of the organization's annual budget we will notify you regarding the amount of your visitor center grant.

To qualify for the 2014 Essex Heritage Visitor Center Grant Program, please review, complete and return the attached Memorandum of Understanding (MOU) to Essex Heritage (with a copy of your organization's 2014 budget) **no later May 1, 2014**. Once we have all of this information, we will prepare and send your grant contracts.

Your organization's receipt of grant funding is contingent upon its compliance with the requirements detailed in the MOU. New this year is the requirement that the Essex National Heritage Area logo be displayed on the homepage of your organization's website. Also, as a reminder, a representative of your organization must be a paid member of Essex Heritage in order to receive a grant.

As in the past, your grant will be paid out in two disbursements, with 50% of the funding provided in July after we have received all your completed MOU, signed grant contract and your final actual expense report for the year ending 12/31/13 or 6/30/14. The second and final disbursement will be made after we have received your visitor and volunteer numbers for your most recent fiscal year.

Please feel free to contact me with any questions.



ESSEX NATIONAL  
HERITAGE AREA

**ESSEX HERITAGE VISITOR CENTER GRANT CONTRACT**

This contract is effective from July 1, 2014 to June 30, 2015.

This contract is between the

**Essex National Heritage Commission, Inc., a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts, of 221 Essex Street, Suite 41, Salem, Massachusetts, hereafter referred to as "Essex Heritage."**

and the

**The City of Gloucester, a government agency, of 5 Pond Road, Gloucester, Massachusetts, hereafter referred to as "Grantee."**

For valuable consideration, the parties agree as follows:

The Grantee will perform the duties and fulfill the responsibilities as they relate to its operation of an Essex Heritage-affiliated visitor center as described in Attachment B, which is incorporated herein (Memorandum of Understanding signed and submitted to Essex Heritage by Grantee).

The amount of the 2014 Essex Heritage Visitor Center Grant is \$2,500.

**PAYMENT:**

Essex Heritage will make payment in two equal installments. The first disbursement of 50% will be provided after July 1 and following Essex Heritage's receipt of the grant contract signed by the Grantee and the Grantee's final actual expense report for the year ending December 31, 2013 or June 30, 2014. The second and final disbursement of 50% will be made after Essex Heritage's receipt of the Grantee's visitor numbers and volunteer hours for the most recent fiscal year.

*NOTE: All of the following contract requirements are per an Agreement between the National Park Service and the Essex National Heritage Commission, Inc.*

**ARTICLE I. PRIOR APPROVAL**

Post award changes in budgets and projects shall require prior written approval of the Essex Heritage if any of the following apply:

1. Any revision of the scope or objectives of the project.
2. Any substantial revisions to the project budget.
3. Any changes to key personnel.
4. Any extension of the grant period.

## **ARTICLE II. TERMINATION**

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted, this agreement may be terminated or suspended in accordance with the provisions set forth with 43CFR Part 12 which provides as follows:

Awards to state and local governments may be terminated in whole or in part only as follows:

1. By the awarding agency with the consent of the grantee or sub grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the grantee or sub grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

## **ARTICLE III. GENERAL AND SPECIAL PROVISIONS**

### **A. GENERAL PROVISIONS**

1. This agreement shall be subject to the following provisions, which are incorporated herein by reference:
  - a. If the cooperator is an agency of a state or local government:
    - i. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
    - and
    - ii. OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations"
    - and
    - iii. OMB Circular A-87, "Cost Principles for State and Local Governments".
  - b. If the cooperator is an institution of higher education, hospital, and/or other nonprofit organization:
    - i. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"
    - and
    - ii. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"
    - and
    - iii. OMB Circular A-21, "Cost Principles for Educational Institutions"
    - or
    - iv. OMB Circular A-122, "Cost Principles for Nonprofit Organizations".
2. Additional Provisions that apply to all cooperators include:
  - a. 43 CFR Part 12 including
    - (1) Applicability of various OMB circulars
    - (2) Administrative requirements
    - (3) Government Debarment and Suspension

- (4) Drug-Free Workplace Requirements
  - (5) Buy American Requirements for Assistance Programs (found in Subpart E and re-authorized via PL 104-134, Section 307 [signed April 26, 1996])
  - b. 43 CFR Part 18, Restrictions on Lobbying Disclosure Requirements
  - c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.1 - 3.5C(1)(A) or 5.1 - 5.6E(1), as appropriate.
  - d. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.
  - e. Non-discrimination Requirements. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 CFR 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Section 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC Section 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.
3. The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this agreement (the attached pages must be filled out, signed as appropriate, and returned with the signed contract):
- a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, NOT employees) to this agreement; Part C, if other than an individual or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

## B. SPECIAL PROVISIONS

### 1. Public Information

The Grantee and Essex Heritage recognize and support each party's requirements to develop appropriate materials and programs to inform the public. All parties agree:

- a. The Grantee shall include key Essex Heritage officials in notifications, mailings, meeting announcements and other programs of public information.
- b. Essex Heritage and the Grantee shall review collaboratively drafts and final copies of materials produced in partnership prior to distribution and will refer in publications to the opinions or positions of another party only upon prior approval. Such documents shall give due credit to all parties.

### 2. Direct Benefit Clause

No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless the share or part or benefit is for the general benefit of a corporation or company.

### 3. Anti-Lobbying Clause

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of

any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

#### 4. Indemnification

This Agreement is in consideration of and upon the express condition that Essex Heritage, the National Park Service, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of the grant recipient or third parties, from any cause(s) whatsoever arising from any act or omission undertaken pursuant to their Agreement, and that the grant recipient hereby covenants and agrees to release, indemnify, defend save and hold harmless Essex Heritage, the National Park Service, its agents and employees from all such liabilities, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims suits or losses however occurring or damages arising out of the same.

#### 5. Insurance and Related Liability

The grant recipient accepts responsibility for any property damage, injury, or death caused by the acts or omissions of their employees, acting within the scope of their employment, to the fullest extent permitted by law. To the extent work is to be provided by nongovernmental entities or persons, the grant recipient will require that entity or person to:

- a. Procure and maintain during the term of the agreement, insurance in a form satisfactory to Essex Heritage and by an insurance company acceptable to the Essex Heritage. The policies shall name the National Park Service as an additional insured, shall specify that the primary insured shall have no right of subrogation against the National Park Service for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the primary insured's sole risk. The amounts of the insurance shall not be less than as follows:
  - (1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount established by state law.
  - (2) General Liability Insurance: General liability insurance in the minimum amount of one million dollars (\$1,000,000) per person for any one claim and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident.
  - (3) Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all licensed motor vehicles used in connection with performing the agreement. The minimum limits of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence of property damage shall be required.
- b. Pay the National Park Service the full value for all damages to the lands to other property of the National Park Service caused by such person or organization, its representatives, or employees; and
- c. Indemnify, save and hold harmless, and defend the National Park Service against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

#### 6. Modification

No modification of this contract will be effective unless it is in writing and is signed by both parties. This contract binds and benefits both parties and any successors. This document, including any

attachments, is the entire agreement between both parties. The laws of the Commonwealth of Massachusetts govern this contract.

**ARTICLE IV. NOTICES, COMMUNICATIONS**

All notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of Essex Heritage, or shall be mailed or faxed.

To Essex Heritage: Essex National Heritage Commission, 221 Essex Street, Suite 41, Salem, MA 01970  
Tel: 978-740-0444 Fax: 978-744-6473 Email: debbief@essexheritage.org

**ARTICLE V. ATTACHMENTS AND APPENDICES**

This agreement shall be subject to the following appendices, which are attached hereto and incorporated herewith by reference, except as amended or waived by joint agreement:

1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying, DI-2010 (3 pages).
2. Attachment B – Memorandum of Understanding
3. Appendix A – Contract Provisions

**SIGNATORIES**

For: **City of Gloucester**

  
(Signature)

6/20/14  
(Date)

Carol L. Thistle  
(Printed name of authorized Grantee representative)

Senior Project Manager  
(Title) Visitor-Based Economy

For: **Essex National Heritage Commission, Inc.**

  
(Signature)

7/21/14  
(Date)

Annie C. Harris  
(Printed name of authorized Essex Heritage representative)

Chief Executive Officer  
(Title)



**CITY OF GLOUCESTER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**Memorandum**

**To: Mayor Sefatia Romeo Theken**

**From: Tom Daniel  
Carol Thistle**

**Date: September 16, 2015**

**Re: Essex Heritage Visitor Center Grant- 2015**

The Community Development Department is pleased to report that the Essex National Heritage Commission awarded the City a \$2,350 grant through their Essex Heritage Visitor Center Grant Program -2015. The grant is for the printing of the Explore Gloucester brochure and map.

We greatly appreciate the partnership with the Essex Heritage Commission to offset our costs in assisting 14,000 to 16,000 national and international visitors to Gloucester each season.



City of Gloucester  
Grant Application and Check List

Granting Authority: State \_\_\_\_\_ Federal X Other \_\_\_\_\_

Name of Grant: ESSEX HERITAGE VISITOR CENTER GRANT -2015

Department Applying for Grant: COMMUNITY DEVELOPMENT DEPARTMENT

Agency-Federal or State application is requested from: ESSEX NATIONAL HERITAGE COMMISSION

Object of the application STAGE FORT PARK WELCOME CENTER GRANT

Any match requirements NO

Mayor's approval to proceed: \_\_\_\_\_

*[Handwritten Signature]*  
Signature

10-7-2015  
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





ESSEX NATIONAL HERITAGE COMMISSION

221 Essex Street - Suite 41 - Salem, MA 01970  
978.740.0444 tel - 978.744.6473  
www.essexheritage.org

June 10, 2015

Ms. Carol Thistle  
Community Development Dept.  
City of Gloucester  
3 Pond Road  
Gloucester, MA 01930

RE: 2015 Essex Heritage Visitor Center Grant Contract

Dear Carol:

On behalf of Essex Heritage, it is my pleasure to provide you with the enclosed contract for your organization's 2015 Essex Heritage Visitor Center Grant. The amount of the grant is \$2,350.

Please read the contract carefully, sign and date it, and return it, as soon as possible. Upon receipt of the signed contract, we will return a copy of the final executed contract to you.

The enclosed grant contract packet contains the following documents:

- Standard Essex Heritage Visitor Center Grant Contract
- Attachment B: Memorandum of Understanding previously reviewed and signed by grantee and now incorporated into the grant contract

As noted in the contract, Essex Heritage will disburse the grant in two equal installments. The first disbursement of 50% will be provided after July 1 and following Essex Heritage's receipt of the grant contract signed by the Grantee and the Grantee's final actual expense report for the year ending December 31, 2014 or June 30, 2015. The second and final disbursement of 50% will be made after Essex Heritage's receipt of the Grantee's visitor numbers and volunteer hours for the most recent fiscal year.

Also note that the contract contains our new address effective July 1, 2015: 10 Federal Street, Suite 12, Salem, MA 01970.

Thank you for participating in the 2015 Essex Heritage Visitor Center Grant Program. Please do not hesitate to contact me with any questions at (978) 740-0444 or [debbief@essexheritage.org](mailto:debbief@essexheritage.org).

Sincerely,

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

Debbie Forman  
Financial Assistant

Enclosures



**ESSEX NATIONAL  
HERITAGE AREA**

**ESSEX HERITAGE VISITOR CENTER GRANT CONTRACT**

This contract is effective from July 1, 2015 to June 30, 2016.

This contract is between the

**Essex National Heritage Commission, Inc., a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts, of 10 Federal Street, Suite 12, Salem, Massachusetts, hereafter referred to as "Essex Heritage."**

and the

**The City of Gloucester, a government agency, of 3 Pond Road, Gloucester, Massachusetts, hereafter referred to as "Grantee."**

For valuable consideration, the parties agree as follows:

The Grantee will perform the duties and fulfill the responsibilities as they relate to its operation of an Essex Heritage-affiliated visitor center as described in Attachment B, which is incorporated herein (Memorandum of Understanding signed and submitted to Essex Heritage by Grantee).

The amount of the 2015 Essex Heritage Visitor Center Grant is \$2,350.

**PAYMENT:**

Essex Heritage will make payment in two equal installments. The first disbursement of 50% will be provided after July 1 and following Essex Heritage's receipt of the grant contract signed by the Grantee and the Grantee's final actual expense report for the year ending December 31, 2014 or June 30, 2015. The second and final disbursement of 50% will be made after Essex Heritage's receipt of the Grantee's visitor numbers and volunteer hours for the most recent fiscal year.

*NOTE: All of the following contract requirements are per an Agreement between the National Park Service and the Essex National Heritage Commission, Inc.*

**ARTICLE I. PRIOR APPROVAL**

Post award changes in budgets and projects shall require prior written approval of the Essex Heritage if any of the following apply:

1. Any revision of the scope or objectives of the project.
2. Any substantial revisions to the project budget.
3. Any changes to key personnel.
4. Any extension of the grant period.

## **ARTICLE II. TERMINATION**

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted, this agreement may be terminated or suspended in accordance with the provisions set forth with 43CFR Part 12 which provides as follows:

Awards to state and local governments may be terminated in whole or in part only as follows:

1. By the awarding agency with the consent of the grantee or sub grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the grantee or sub grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

## **ARTICLE III. GENERAL AND SPECIAL PROVISIONS**

### **A. GENERAL PROVISIONS**

1. This agreement shall be subject to the following provisions, which are incorporated herein by reference:
  - a. If the cooperator is an agency of a state or local government:
    - i. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
    - and
    - ii. OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations"
    - and
    - iii. OMB Circular A-87, "Cost Principles for State and Local Governments".
  - b. If the cooperator is an institution of higher education, hospital, and/or other nonprofit organization:
    - i. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"
    - and
    - ii. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"
    - and
    - iii. OMB Circular A-21, "Cost Principles for Educational Institutions"
    - or
    - iv. OMB Circular A-122, "Cost Principles for Nonprofit Organizations".
2. Additional Provisions that apply to all cooperators include:
  - a. 43 CFR Part 12 including
    - (1) Applicability of various OMB circulars
    - (2) Administrative requirements
    - (3) Government Debarment and Suspension

- (4) Drug-Free Workplace Requirements
- (5) Buy American Requirements for Assistance Programs (found in Subpart E and re-authorized via PL 104-134, Section 307 [signed April 26, 1996])
- b. 43 CFR Part 18, Restrictions on Lobbying Disclosure Requirements
- c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.1 - 3.5C(1)(A) or 5.1 - 5.6E(1), as appropriate.
- d. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.
- e. Non-discrimination Requirements. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 CFR 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Section 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC Section 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.

3. The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this agreement (the attached pages must be filled out, signed as appropriate, and returned with the signed contract):

- a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, NOT employees) to this agreement; Part C, if other than an individual or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

## B. SPECIAL PROVISIONS

### 1. Public Information

The Grantee and Essex Heritage recognize and support each party's requirements to develop appropriate materials and programs to inform the public. All parties agree:

- a. The Grantee shall include key Essex Heritage officials in notifications, mailings, meeting announcements and other programs of public information.
- b. Essex Heritage and the Grantee shall review collaboratively drafts and final copies of materials produced in partnership prior to distribution and will refer in publications to the opinions or positions of another party only upon prior approval. Such documents shall give due credit to all parties.

### 2. Direct Benefit Clause

No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless the share or part or benefit is for the general benefit of a corporation or company.

### 3. Anti-Lobbying Clause

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of

any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

#### 4. Indemnification

This Agreement is in consideration of and upon the express condition that Essex Heritage, the National Park Service, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of the grant recipient or third parties, from any cause(s) whatsoever arising from any act or omission undertaken pursuant to their Agreement, and that the grant recipient hereby covenants and agrees to release, indemnify, defend save and hold harmless Essex Heritage, the National Park Service, its agents and employees from all such liabilities, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims suits or losses however occurring or damages arising out of the same.

#### 5. Insurance and Related Liability

The grant recipient accepts responsibility for any property damage, injury, or death caused by the acts or omissions of their employees, acting within the scope of their employment, to the fullest extent permitted by law. To the extent work is to be provided by nongovernmental entities or persons, the grant recipient will require that entity or person to:

a. Procure and maintain during the term of the agreement, insurance in a form satisfactory to Essex Heritage and by an insurance company acceptable to the Essex Heritage. The policies shall name the National Park Service as an additional insured, shall specify that the primary insured shall have no right of subrogation against the National Park Service for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the primary insured's sole risk. The amounts of the insurance shall not be less than as follows:

(1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount established by state law.

(2) General Liability Insurance: General liability insurance in the minimum amount of one million dollars (\$1,000,000) per person for any one claim and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident.

(3) Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all licensed motor vehicles used in connection with performing the agreement. The minimum limits of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence of property damage shall be required.

b. Pay the National Park Service the full value for all damages to the lands to other property of the National Park Service caused by such person or organization, its representatives, or employees; and

c. Indemnify, save and hold harmless, and defend the National Park Service against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

#### 6. Modification

No modification of this contract will be effective unless it is in writing and is signed by both parties. This contract binds and benefits both parties and any successors. This document, including any

attachments, is the entire agreement between both parties. The laws of the Commonwealth of Massachusetts govern this contract.

**ARTICLE IV. NOTICES, COMMUNICATIONS**

All notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of Essex Heritage, or shall be mailed or faxed.

To Essex Heritage: Essex National Heritage Commission, 10 Federal Street, Suite 12, Salem, MA 01970  
Tel: 978-740-0444 Fax: 978-744-6473 Email: debbief@essexheritage.org

**ARTICLE V. ATTACHMENTS AND APPENDICES**

This agreement shall be subject to the following appendices, which are attached hereto and incorporated herewith by reference, except as amended or waived by joint agreement:

1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying, DI-2010 (3 pages).
2. Attachment B - Memorandum of Understanding
3. Appendix A - Contract Provisions

**SIGNATORIES**

For: City of Gloucester

*Clark A. Rokke*  
(Signature)

9-2-15  
(Date)

Carol L. Thistle  
(Printed name of authorized Grantee representative)

Senior Project Manager  
(Title)

For: Essex National Heritage Commission, Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Annie C. Harris  
(Printed name of authorized Essex Heritage representative)

Chief Executive Officer  
(Title)

## Attachment B

### Memorandum of Understanding

This Memorandum of Understanding between the **Essex National Heritage Commission, Inc. (Essex Heritage)** and **City of Gloucester (Visitor Center)** relates to a grant from the **2015 Essex Heritage Visitor Center Grant Program**.

*Whereas* the mission of the Essex Heritage is to preserve and enhance the historic, cultural, and natural places of the Essex National Heritage Area; and

*Whereas* the Visitor Center provides information about the historic, cultural, and natural places of the Essex National Heritage Area; and

*Whereas* the Visitor Center a designated Essex Heritage Visitor Center; and

*Whereas* Essex Heritage and the Visitor Center have a shared strategic interest in the fostering greater visitation to the historic, cultural, and natural places of the Essex National Heritage Area; and

*Whereas* Essex Heritage, subject to availability, intends to award a matching grant to the Visitor Center;

*Therefore*, Essex Heritage and the Visitor Center agree to execute a grant contract that will incorporate this Memorandum of Understanding describing the objectives and requirements of the grant program:

- A. Essex Heritage Visitor Center Objectives**
- At minimum, be open to the public on a regular basis from April through October, preferably including both weekend days, with hours of operation posted prominently at the entrance
  - Provide publicly accessible restroom facilities, either on-premise or by prior arrangement in the immediate vicinity
  - Provide free, clearly marked visitor center parking
  - All facilities accessible to the handicapped
- B. Essex Heritage Visitor Center Information Dissemination Requirements**
- Display and distribute free of charge all materials provided by Essex Heritage, including information on the annual Trail & Sails Weekends and Essex Coastal Scenic Byway.
  - Display and distribute free of charge all materials provided by other Essex Heritage visitor centers
  - Provide directions to other Essex Heritage visitor centers
  - "Cancel" all National Park Service Passports presented using stamp provided by Essex Heritage
  - Provide information on the historic, cultural, and natural places in the immediate area
  - Provide information on lodging, restaurants, recreational opportunities and other visitor services in the immediate area
  - Provide information on the sites and services within the surrounding area
- C. Essex Heritage Visitor Center Relationship Requirements**
- Be a paid member of Essex Heritage
  - Display the Essex National Heritage Area logo on the homepage of visitor center's website
  - Display in a highly visible location a funding acknowledgement statement to be supplied by Essex Heritage. The statement is preferably placed in close proximity to the visitor center's publicly accessible supply of regional visitor information materials
  - Include on all promotional materials funded by the grant (print, video, web); in whole or in part, the Essex National Heritage Area logo and the text "Funded, in part, by a grant from Essex Heritage."
  - Acknowledge Essex Heritage funding in all press releases and similar communications

Attachment B

D. **Essex Heritage Visitor Center Reporting Requirements**

- Provide the visitor center organization's annual budget
- Provide the visitor center organization's final actual year-end revenue and expense report including detailed information about revenue sources.
- Collect and provide visitor center visitation data on a monthly basis
- Collect and provide volunteer time data on a monthly basis

E. **Please review the description of your visitor center on [www.EssexHeritage.org](http://www.EssexHeritage.org) and provide any updates or corrections below:**

- Street address (for use with GPS) Hough Avenue
- Visitor center phone number 978-281-8865
- Visitor center website www.gloucesterMA.com
- Months and dates of operation Memorial Day to October
- Days and hours of operation 1 days a week, 9:00am to 6:00pm.
- Is the visitor center accessible to the handicapped? yes
- Does the visitor center have a publicly accessible restroom onsite? yes
  - If not, is there publicly accessible restroom nearby? —
  - Is the available restroom open when the visitor center is open? yes
  - Is the available restroom accessible to the handicapped? Restroom in Visitor Center
- Is there parking at the visitor center? yes - free parking (6+)
  - If not, is parking nearby? yes - additional paid parking lot
  - Is the available parking free? yes - (6+) spots

*By signing this Memorandum of Understanding the Visitor Center expresses its intent to participate in the 2015 Essex Heritage Visitor Center grant program and to comply with all the requirements described in this Memorandum of Understanding.*

*The signatory further certifies that she/he has been authorized by the appropriate governing body to agree to the terms and conditions set forth in this Memorandum of Understanding.*

Signature

Date

Name (print)

Title

Organization

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)**

**Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)**

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

CHECK  IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

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

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

CHECK  IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART C: Certification Regarding Drug-Free Workplace Requirements**

CHECK  IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

**Alternate I. (Grantees Other Than Individuals)**

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on files that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK  IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK  IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK  IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Carol L. Thistle, Senior Project Manager,  
City of Gloucest

TYPED NAME AND TITLE

DATE

5/1/15

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



CITY OF GLOUCESTER  
OFFICE OF THE MAYOR

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

September 29, 2015

Tonia R. Williams, CEcD  
Interim Regional Director  
Philadelphia Regional Office  
Economic Development Administration  
The Curtis Center, Suite 140 South  
601 Walnut Street  
Philadelphia, PA 19106-3323

Dear Ms. Williams:

Enclosed please find two executed copies of the Financial Assistance Award for the \$555,500 sewer system improvement at the Blackburn Industrial Park.

We have retained one copy for our files.

Should you require any further information, please do not hesitate to contact our office.

Thank you.

Sincerely,

Sefatia Romeo Theken  
Mayor

Enclosures

Copies to: Mike Hale  
John Dunn  
Kenny Costa  
Tom Daniel



UNITED STATES DEPARTMENT OF COMMERCE  
Economic Development Administration  
The Curtis Center  
601 Walnut Street  
Suite 140S  
Philadelphia, PA 19106-3323

SEP 21 2015

In reply refer to:  
Investment No.: 01-01-14672

The Honorable Sefatia Romeo Theken  
Mayor  
The City of Gloucester  
c/o Department of Public Works  
28 Poplar Street  
Gloucester, Massachusetts 01930-4928

RECEIVED

SEP 24 2015

Mayor's Office

Dear Mayor Romeo Theken:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$555,500 sewer system improvement at the Blackburn Industrial Park. The total project cost is estimated to be \$1,111,000, and is funded under EDA's Public Works and Economic Development Facilities Program of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C 3121 *et seq.*)

Enclosed are three signed copies of the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to Tonia R. Williams, CEcD, Interim Regional Director, Philadelphia Regional Office, Economic Development Administration, The Curtis Center, Suite 140 South, 601 Walnut Street, Philadelphia, Pennsylvania, 19106-3323. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void.

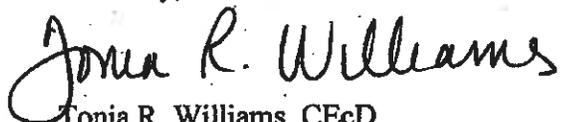
Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

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. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.



I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

A handwritten signature in black ink that reads "Tonia R. Williams". The signature is written in a cursive style with a large initial "T".

Tonia R. Williams, CEcD  
Acting Regional Director, Philadelphia Regional Office

Enclosures: Form CD-450, Financial Assistance Award (3)  
Economic Development Administration Standard Terms and Conditions –  
Construction Projects (March 2013)  
Economic Development Administration Special Award Conditions

GRANT     COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER  
**01-01-14672**

RECIPIENT NAME  
**City of Gloucester c/o Department of Public Works**

PERIOD OF PERFORMANCE  
**24 Months from Date of Award**

STREET ADDRESS  
**28 Poplar Street**

FEDERAL SHARE OF COST  
\$ **555,500**

CITY, STATE, ZIP CODE  
**Gloucester, Massachusetts 01930-4928**

RECIPIENT SHARE OF COST  
\$ **555,500**

AUTHORITY  
**Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)**

TOTAL ESTIMATED COST  
\$ **1,111,000**

CFDA NO. AND NAME  
**11.300 Public Works and Economic Development Facilities**

PROJECT TITLE  
**Sewer System Improvements at Blackburn Industrial Park**

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (DECEMBER 2014)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): EDA Standard Terms and Conditions for Construction Projects - March 12,2013

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

*Jana Williams, Interim Regional Director*

DATE

*9/21/15*

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

**Sefatia Romeo Theken, Mayor**

*[Signature]*

DATE

*9/25/15*

SPECIAL AWARD CONDITIONS  
 U.S. DEPARTMENT OF COMMERCE  
 Economic Development Administration (EDA)

**CONSTRUCTION PROJECT: Public Works and Economic Development Facilities Program  
 under Section 201 of PWEDA**

<b>Project Title:</b> Sewer System Improvements at Blackburn Industrial Park	
<b>Recipient Name:</b> City of Gloucester	<b>Project Number:</b> 01-01-14672

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project includes: The scope of work includes: (1) 2,700 linear feet of forcemain, (2) Repair and upgrade of the Blackburn Pump Station, (3) Repair and upgrade of the Heritage Way Pump Station.

2. The Recipient Contact's name, title, address, and telephone number are:

The Honorable Sefatia Romeo Theken City of Gloucester Phone: (978) 282 - 8007 Email: stheken@gloucester-ma.gov	Mayor c/o Department of Public Works 28 Poplar Street Gloucester, Massachusetts 01930-4928
---	---

3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Tonia R. Williams, CEcD Acting Regional Director Fax: (215) 597-4603	Economic Development Administration Philadelphia Regional Office 601 Walnut Street – Curtis Center Suite 140 South Philadelphia, PA 19106-3323
--	--

4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Christopher Christian, Area Director Philadelphia Regional Office Phone: (215) 597 - 8795 FAX: (215) 597 - 1063 Email: cchristian@eda.gov	Economic Development Administration 601 Walnut Street – Curtis Center Suite 140 South Philadelphia, PA 19106-3323
---	--

5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipients and receives all reports and payment requests. The Project Officer is:

Alan Schuetz, Civil Engineer Phone: (215) 597 - 1074 FAX: (215) 597 - 1063 Email: aschuetz@eda.gov	Economic Development Administration 601 Walnut Street – Curtis Center Suite 140 South Philadelphia, PA 19106-3323
---	--

6. **ADDITIONAL INCLUDED DOCUMENTS:**

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- Economic Development Administration (EDA) Standard Terms and Conditions for Construction Projects IS currently IN THE PROCESS OF being updated to address, as may be appropriate,
  - (i) The *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (effective Dec. 26, 2014) as set forth at 2 C.F.R. part 200 and
  - (ii) Amended EDA regulations (effective Jan. 20, 2015) (79 Fed. Reg. 76108) (Dec. 19, 2014). At such time as a revised version of Economic Development Standard Terms and Conditions for Construction Projects becomes available, the revised version will supersede the Economic Development Administration Standard Terms and Conditions for Construction Projects, dated March 12, 2013, enclosed herein.

Should there be a discrepancy among these documents the Special Award Conditions (this document) and associated attachments hereto shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Return of Executed Financial Assistance Award.....30 calendar days after receipt of From CD-450/CD-451  
 Start of Construction.....13 Months from Date of Award  
 Construction Completed.....24 Months from Date of Award  
 Authorized Award End Date.....24 Months from Date of Award  
 Submission of Final Financial Documents (SF-425) ...No later than 90 calendar days from Award End Date

Project Closeout – All Project closeout documents, including final financial reports (Form SF-425) and any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the

Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. § 200.338.

8. **PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:**

**A. AWARD DISBURSEMENTS: Reimbursable basis only:** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs when specific milestones have been met, as outlined below:

The "*Request for Reimbursement*" (Form SF-271) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "*ACH Vendor/Miscellaneous Payment Enrollment Form*" and submit it to NOAA's Accounting Office by FAX to 301-528-3675 (*FAX is required to secure confidentiality of sensitive information*). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

**B. REPORTS:**

- a. *Project Progress Reports:* The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **January 31, April 30, July 31, and October 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.
- b. *Financial Reports:* The Recipient shall submit a "*Federal Financial Report*" (Form SF-425) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof, for the entire project period. Form SF-425 (and instructions for completing this form) is available at: [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after Final Financial Documents are submitted.

Except as otherwise expressly provided for within these Special Award Conditions, the Investment Rate for the award (see 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the project. The Federal share in the allowable costs shall be based upon the Investment Rate (see 15 C.F.R. § 14.2(s)). In the event of an under run in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or previously executed Form CD-451. The Federal share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any, absent a determination by the Assistant Secretary (see 13 C.F.R. § 308.1).

Line Item Budget:

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$555,500
Non-Federal Matching Share	\$555,500
Total Project Cost	\$1,111,000

- B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	--	--
Land, structures, rights-of-way, etc.	--	--
Relocation expenses and payments	--	--
Architectural and engineering fees	\$222,200	\$166,650
Other architectural and engineering fees	--	--
Project inspection fees	--	\$55,550
Site work	--	--
Demolition and removal	--	--
Construction	\$722,150	\$722,150
Equipment	--	--
Contingencies	\$166,650	\$166,650
Total Project Costs	\$1,111,000	\$1,111,000

Reason for Changes: The proposed A/E fee was higher than industry standard, and has been reduced. The reduction has been allocated for inspection.

10. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. (See 13 C.F.R. § 300.3) The Recipient also certifies that,

in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.

11. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard, Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

12. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years from the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that

construction to completion cannot reasonably be expected to proceed promptly and expeditiously, the grant may be terminated. Extensions beyond the five year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 7 above.

13. **USEFUL LIFE:** The useful life of this project is hereby determined to be twenty [20] years.
14. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "*Standard Federal Equal Employment Opportunity Construction Contract Specifications*" (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with 2 C.F.R. § §200.317 through 200.326.
16. **ARCHITECT/ENGINEER AGREEMENT:** Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government for approval, an Architect/Engineer Agreement that meets the requirements in the EDA's "Summary of EDA Construction Standards," as well as the competitive procurement standards of 2 C.F.R. § § 200.317 through 200.326. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.
17. **PROHIBITION OF ATTORNEY'S OR CONSULTANT'S FEES:** Award funds must not be used directly or indirectly to pay for attorney's or consultant's fees in connection with securing or obtaining grants or contracts for projects funded under PWEDA.
18. **PROJECT INSPECTION:** Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government for approval, a Project Inspection that meets the requirements in the EDA's "Summary of EDA Construction Standards," as well as the competitive procurement

standards of 2 C.F.R. § §200.317 through 200.326. The fee for basic Project Inspection Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier. Project Inspection activities shall meet EDA requirements.

19. **EVIDENCE OF GOOD TITLE:** In accordance with Section L of the U.S. Department of Commerce Standard Terms and Conditions, prior to the initial disbursement of funds by EDA, the Recipient shall provide opinion of counsel, satisfactory to the Government, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way, and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 C.F.R. § 314.
20. **NONRELOCATION:** In signing this award of financial assistance, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. (See 13 C.F.R. § 300.3) In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a "primary beneficiary" if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

21. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

22. **HIGH-RISK STATUS AND DISBURSEMENT RESTRICTIONS:** EDA has identified the recipient as a high-risk grantee. The reason for this status is based on reviews of A-133 Federal Audit Clearinghouse materials containing an array of compliance issues across several federal programs. This status will remain in effect until such time as noted deficiencies are corrected, and EDA determines that the underlying causes have been satisfactorily addressed. As a result of the Recipient's current high-risk status, request for payment of grant funds must be submitted on a reimbursement basis, rather than in advance. The Request for Reimbursement (Form SF-270) can be submitted only after costs are incurred and no more frequently than once a month.
23. **REMOVAL FROM HIGH-RISK STATUS:** Following the successful completion of this grant award, the Recipient may submit to EDA with a future funding application a letter requesting removal from high-risk status. In the letter the Recipient should note its record of compliance with the terms and conditions of the current grant (citing the current Project Number). It should also outline the measures that have been taken to constructively address the factors that contributed to previous non-compliance. If EDA concurs with the Recipient's assessment, it will approve the request for change of status.
24. **ARCHITECT/ENGINEER AGREEMENT:** Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government for approval, an Architect/Engineer Agreement that meets the requirements in the EDA's "Summary of EDA Construction Standards," as well as the competitive procurement standards of as well as the competitive procurement standards of 2 C.F.R. § §200.317 through 200.326. as applicable. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.
25. **PROPERTY MANAGEMENT STANDARDS:** The Recipient shall be responsible to ensure that the real property acquired or improved by this Award as an industrial park is used only for the authorized and specific purpose of an industrial park, and that the sell, lease, or conveyance parcels of the improved property within the park shall serve that purpose of the Award in accordance its terms and conditions and with 13 C.F.R. Part 314.



**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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*[Handwritten mark]*





UNITED STATES DEPARTMENT OF COMMERCE  
Economic Development Administration  
The Curtis Center  
801 Walnut Street  
Suite 1406  
Philadelphia, PA 19108-3323

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:

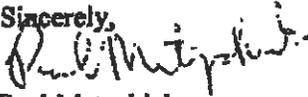
1. **No additional information is necessary;**
2. **Additional information is required, because the submission is incomplete, inaccurate, or otherwise unacceptable to EDA, and the applicant(s) must revise the submission before EDA will consider processing the application further; or**
3. **EDA will discontinue 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: Mayor Sefatia Romeo Theken  
From: John P. Dunn, CFO   
Date: October 6, 2015  
Re: Beeman Elementary Boiler Project

As you remember, when we signed the \$421,178 contract with Aalanco Service Corporation for the Beeman Elementary Boiler conversion project we had to spread the contract costs over a number of accounts. One of the accounts we charged was the Facilities Building Maintenance account (101000.10.472.52410) in the amount of \$34,055. We would not normally charge an operating account for a capital improvement but in order to sign the contract and move forward with the project for a timely completion we opted to do so.

As a result of a similar boiler conversion project at the O'Maley Innovation Middle School that was funded through the same original loan order as most of the Beeman project we have received an efficiency incentive check from National Grid in the amount of \$22,121 (attached). In order to relieve much of the impact of the Beeman boiler charge on the Facilities account, I would recommend that we ask the City Council to accept the check as a current year receipt in the One Time Revenue account (101000.10.111.48950) and appropriate the \$22,121 amount to the Facilities Building Maintenance account increasing the current year budget for that account to \$322,121.

If you are in agreement with this recommendation, please include this information in the next Mayor's Report. Thank you.

**Purchase Order**

**CITY OF GLOUCESTER**

**No. 1601225 1**

City Hall

9 Dale Avenue

Gloucester MA 01930

**PO REVISED**

Prices as quoted are less any and all federal taxes.  
Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address  
All invoices must reference PO number  
Sales Tax Exempt #: E-048001390

P.O. Date: 08/13/2015 Questions ? Purchasing (978) 281-9710

P.O. Issued To :

Account:

**AALANCO SERVICE CORPORATION**  
80 B TURNPIKE ROAD  
WESTBOROUGH MA 01581

Ship To:

Reference:

Poplar Street DPW  
Attn: Mark Cole  
28 Poplar Street  
Gloucester MA 01930  
(978) 281-9785

Contact:

Location: Poplar Street DPW

Phone:

Fax:

Project: undesignated

Req# 611397

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
299818	EA		Boiler Room Renovations at the Beeman Memorial School - Bid #15166 edit for correct amount 9/28	300094.10.472.58425.0000.00.374.00.058	1.00	299,818.00	0.00	0.00
87305	EA		Boiler Room Renovations at Beeman School as per Cont#15166 9/28 re-entering to change from split-funding	295049.10.470.58000.0000.00.000.00.058	1.00	87,305.00	0.00	0.00
34055	EA	XX	Boiler Room Renovations at Beeman School as per Cont#15166	101000.10.472.52410.0000.00.000.00.052	1.00	34,055.00	0.00	0.00

**APPROVAL SIGNATURES:**

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By *Kenny Cole*  
Auditor

I hereby certify -  
That this order is authorized by a properly executed and approved requisition on file in this office.

*Edmund Compton*  
City Purchasing Agent

Sub-Total:	421,178.00
Freight:	0.00
Tax:	0.00
Total Amount:	421,178.00

- To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 14B, dec. 44 et seq., c30, sec. 39 et seq.)
1. No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
  2. All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 149, and MGL Chrp. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
  3. All Invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$5 limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
  4. Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

**NOTES:**

[Empty box for notes]

Order Via: **Mail**

**ENTITY COPY**

Check Date: 09/02/2015

nationalgrid

Check Number: 7000862240

Vendor ID: 2000000006	Amount of Invoices: \$22,121.00
Vendor Name: CITY OF GLOUCESTER	Discounts Taken: \$0.00
Value Date: 09/02/2015	Amount of Payment: \$22,121.00

Please be advised that NATIONAL GRID USA SERVICE COMPANY, INC has generated a payment on behalf of BOSTON GAS 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
ZDSM	DSM435002203 570	09/01/2015	09/01/2015	\$22,121.00	\$0.00	\$22,121.00		Efficiency Incentive O'Maley Elementary School
				<u>\$22,121.00</u>	<u>\$0.00</u>	<u>\$22,121.00</u>		

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 1-888-483-2123

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A CHEMICAL WASH WARNING BOX

**National Grid USA**  
300 Erie Blvd West  
Syracuse, NY 13202-4230

**City of Gloucester**  
9 Dale Ave  
Gloucester, MA 01930

Date: 09/02/2015

Check Amount: \$22,121.00

Pay TO THE ORDER OF: TWENTY-TWO THOUSAND ONE HUNDRED TWENTY-ONE AND 00/100 DOLLARS

To The Order Of: CITY OF GLOUCESTER  
ATTN: JAMES HAFEY  
9 DALE AVE  
GLOUCESTER, MA 01930

*[Signature]*  
Authorized Signature  
Void after 120 Days

## *Memorandum*

*To: Mayor Sefatia Romeo Theken*  
*From: Nancy A. Papows, Principal Assessor*   
*cc: file*  
*Date: Tuesday, September 15, 2015*  
*Subject: Tax Classification*

Please be advised that the Mayor's Report should include a request that Tax Classification be included for consideration on the City Council agenda of September 22, 2015. The City Council should refer this item to the B&F Committee. Thank you.

City Hall  
Nine Dale Avenue  
Gloucester, MA. 01930



TEL 978 281 9730  
FAX 978 281 8472

**CITY OF GLOUCESTER  
CITY AUDITOR'S OFFICE**

**MEMORANDUM**

**TO: Honorable Mayor Sefatia Romeo Theken and Gloucester City Council**  
**FROM: Kenny Costa, City Auditor** *KC*  
**RE: Adoption of the 3-year Snow & Ice Amortization Schedule**  
**Date: September 29, 2015**

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The Massachusetts Department of Revenue requires the City of Gloucester to adopt a 3-year Snow and Ice Amortization Schedule for Fiscal Year's 2016, 2017 and 2018 in accordance with Massachusetts General Laws Chapter 10, Section 58 of the Acts of 2015. Last winter, the City was faced with a historic record snow fall of approximately 100 inches resulting in a Department Public Works Snow & Ice Removal budget deficit of \$2,621,014.10 in FY2015. The City is anticipating a FEMA/MEMA Grant reimbursement of approximately \$300,000 from Blizzard Juno to reduce the overall deficit. The City is required to provide for a minimum of one-third of the total net deficit in FY2016. The net deficit as of June 30, 2015 is approximately \$2,321,014.10 and one-third of the net deficit is \$773,671 to be appropriated annually by any revenue source in Fiscal Year's 2016, 2017 and 2018. Please see attached for the Snow and Ice Amortization Schedule.

Please refer this matter to the Budget and Finance Committee for discussion.

Thank you!

**Snow and Ice Amortization Schedule  
Chapter 10, Section 58 of the Acts of 2015**

Gloucester  
City / Town

<b>Deficit as of 6-30-2015</b>	\$ 2,621,014.10
<b>Less FEMA Reimbursement (Est.)</b>	\$ 300,000.00
<b>Net Deficit as of 6-30-2015</b>	\$ 2,321,014.10
	\$ 773,671.00

in FY2016, you must provide for a minimum of one-third (1/3) of the net total balance sheet deficit as of 6-30-2015.

**We have adopted the following amortization schedule:**

<b>FY2016</b>	\$ 773,671.50
<b>FY2017</b>	\$ 773,671.50
<b>FY2018</b>	\$ 773,671.10
<b>Total</b>	\$ 2,321,014.10

**Amortization Tracking Schedule**

	General Fund - Balance Sheet Net Deficit as of 6-30	Less Reimbursements (Non FEMA)	Less Appropriations (Any Revenue Source)	Other Amount Raised on Page 2 Recap	Amount Deferred
<b>FY2016</b>	\$ 2,321,014.10		\$ 773,671.50		\$ 1,547,342.60
<b>FY2017</b>	\$ 1,547,342.60		\$ 773,671.50		\$ 773,671.10
<b>FY2018</b>	\$ 773,671.10		\$ 773,671.10		\$ 0.00

**SECTION 58.** Notwithstanding section 23 of chapter 59 of the General Laws, section 31D of chapter 44 of the General Laws or any other general or special law to the contrary, a city or town may amortize over fiscal years 2016 to 2018, inclusive, in equal installments or more rapidly, the amount of its fiscal year 2015 snow and ice removal deficit. The local appropriating authority as defined in section 21C of said chapter 59 shall adopt a deficit amortization schedule in accordance with the preceding sentence before setting the municipality's fiscal year 2016 tax rate. The commissioner of revenue may issue guidelines or instructions for reporting the amortization of deficits authorized by this section.

For Cities: City Councilors, Aldermen, Mayor  
For towns: Board of Selectmen

(Authorized Signature)	Date
(Authorized Signature)	Date
(Authorized Signature)	Date

**Continued**

**For Cities: City Councilors, Aldermen, Mayor**

**For Towns: Board of Selectmen**

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**(Authorized Signature)**

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**Date**

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**(Authorized Signature)**

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**Date**