

CITY CLERK
GLOUCESTER, MA
2016 AUG 11 AM 8:37



GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, August 18, 2016 – 5:30 p.m.
1st Fl. Council Committee Room – City Hall

AGENDA

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

1. *Review of Police Department Action Plan re: Invoice Status Report on Police Details (cont'd from 08/04/16)*
2. *Memorandum from Fire Chief re: request to accept a grant in support of additional FEMA Assistance to Firefighters Grant (AFG) to replace outdated Self-Contained Breathing Apparatus (SCBA) and a request to provide matching funds of approximately \$40,000*
3. *Memorandum from Emergency Medical Services Coordinator re: proposal to write off uncollectible debt in the amount of \$375,901.74 and a proposal of putting the billing contract into a longer contract cycle*
4. *Memorandum from CFO regarding a Loan Order request in the amount of \$675,000 to fund repairs to clarifiers at the Wastewater Treatment Plant*
5. *Memorandum from Director of Veterans Services re: Council acceptance of a donation in the amount of \$20,000 to help support critical needs of the department as outlined by department leaders*
6. *Memorandum from President of Light Up Mattos Committee re: Council acceptance of a donation in the amount of \$4,000 to cover the remaining monies needed to secure a bid contract for the lights at Mattos Field*
7. *Memorandum from Director of Human Resources re: Reorganization Plan for Executive Office of Mayor*
8. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

Chair, Councilor Scott Memhard
Vice Chair, Councilor Joseph Orlando, Jr.
Councilor Joseph Ciolino

CC: Mayor Theken
Dan Smith/Chris Sicuranza
Kenny Costa
John Dunn
Police Chief Leonard Campanello
Fire Chief Eric Smith
EMS Coordinator Sander Schultz
Mike Hale
Adam Curcuru
Donna Leete



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: Fire Chief Smith
RE: Mayors report request for FEMA Grant Award acceptance
DATE: 8-2-17
cc: FD Files

Mayor Romeo Theken,

I respectfully request you place this Grant Application and Check List on the Mayors report to City Council. The Gloucester Fire Department has been awarded by FEMA an Assistance to Firefighters Grant (AFG). The Federal share is \$323,091.00 and City share (10% match) is \$32,309.00.

The grant as approved will replace our outdated Self Contained Breathing Apparatus (SCBA) which reach end of service life in 2 years. This total grant with our match is \$355,400.00, reduced by FEMA from the original request of \$422,000.00. FEMA determined some of our funding request was not mission critical. I feel differently, the pac-tracking equipment (part of the original request) is critical. This equipment allows firefighters to locate lost or down firefighters inside a structure with zero visibility. This new technology has been proven to be effective and the cost is reasonable.

I am requesting the City provide the original amount of match funding requested which is approximately \$40,000.00. This funding should allow us to purchase at least some of this pac-tracking equipment and be able to minimally outfit our Rapid Intervention Team (RIT) so they have every tool possible to rescue a lost or down firefighter from inside a structure if necessary.

In closing I want to thank you all those involved in writing and approving us to take this grant forward. This is a great example of the talented and dedicated employees, and the team effort that goes into the work we all do for our Community.

Please let me know if Captain LoGrande or I can answer any question you may have.

Fire Chief Eric L. Smith



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal Other _____

Name of Grant: FEMA AFG 2015

Department Applying for Grant: FIRE

Agency-Federal or State application is requested from: FEMA

Object of the application: Replacement of SCBA near "end of life"

Any match requirements: 10%

Mayor's approval to proceed: _____
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

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

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

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

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

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: FIRE Department
 ACCOUNT NAME: TBO
 FUND NUMBER AND NAME: (N/A FOR NEW FUND)
 CFDA # (Required for Federal Grants):
 DATE PREPARED: 8/2/16

APPROVED
 AMENDED BUDGET

| OBJECT | ORIGINAL BUDGET | (IF APPLICABLE) | AMENDED REQUEST | REVISED BUDGET |
|------------------|----------------------------------|-----------------|--------------------------------------|----------------|
| REVENUE (4_____) | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| Total: | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| EXPENSE (5_____) | | | | |
| Equipment/APE | \$245,401 ⁰⁰ | | | \$0.00 |
| Training | \$9,999 ⁰⁰ | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| Budget Total | \$355,400 ⁰⁰ | | | \$0.00 |
| City share | \$32,300 ⁰⁰ (minimum) | | [Requesting \$38,390 ⁰⁰] | \$0.00 |
| Total: | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

DEPARTMENT HEAD SIGNATURE [Signature]
 DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

Congratulations!

Your grant application submitted under the Grant Programs Directorate's (DHS) FY 2015 Assistance to Firefighters Grant Program has been approved for award. Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. After which you will be able to request payments online. If you have any questions regarding your SF-1199A, please call 1-866-274-0960.

Award Package



FEMA

Mr. Eric Smith
Gloucester Fire Department
8 School St
Gloucester, Massachusetts 01930-3529

Re: Award No.EMW-2015-FO-03916

Dear Mr. Smith:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of \$323,091.00. As a condition of this award, you are required to contribute a cost match in the amount of \$32,309.00 of non-Federal funds, or 10 percent of the Federal contribution of \$323,091.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2015-FO-03916
GRANTEE: Gloucester Fire Department
DUNS NUMBER: 073827214
AMOUNT: \$355,400.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

22-JUL-16 to 21-JUL-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

| | |
|------------------|--------------|
| Personnel: | \$9,999.00 |
| Fringe Benefits | \$0.00 |
| Travel | \$0.00 |
| Equipment | \$345,400.00 |
| Supplies | \$0.00 |
| Contractual | \$0.00 |
| Construction | \$0.00 |
| Other | \$1.00 |
| Indirect Charges | \$0.00 |
| State Taxes | \$0.00 |
| Total | \$355,400.00 |

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

The Program Office has made the following reductions to your grant:

Equipment and Additional Funding for Equipment has been removed from budget. Personal Protective Equipment has been funded with adjustments. The SCBA's approved cost is \$7,000 each. All other items remain unchanged.

Therefore, they have recommended the award at this level:

Total budget \$355,400

Federal share \$323,091

Applicant share \$32,309

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Ramesa Pitts at Ramesa.Pitts@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

The Program Office has made the following reductions to your grant:

Equipment and Additional Funding for Equipment has been removed from budget. Personal Protective Equipment has been funded with adjustments. The SCBA's approved cost is \$7,000 each. All other items remain unchanged.

Therefore, they have recommended the award at this level:

Total budget \$355,400

Federal share \$323,091

Applicant share \$32,309

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Ramesa Pitts at Ramesa.Pitts@fema.dhs.gov.



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Gloucester Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2015-FO-03916

AMENDMENT NUMBER:

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I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian

- tribe;
- ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards**a. Contracts for more than the simplified acquisition threshold set at \$150,000.**

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients,

contractors, successors, transferees, and assignees acknowledge and agree—
to comply with applicable provisions governing DHS access to records,
accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS

Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. Environmental Planning and Historic Preservation Screening

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency- website at:
<https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

| | | | | |
|--|--|---|---|--|
| 1a. AGREEMENT NO. EMW-2015-FO-03916 | 2. AMENDMENT NO. 0 | 3. RECIPIENT NO. 04-6001390 | 4. TYPE OF ACTION AWARD | 5. CONTROL NO. WX02311N2016T |
| 6. RECIPIENT NAME AND ADDRESS Gloucester Fire Department 8 School St Gloucester Massachusetts, 01930-3529 | 7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Andrea Day | | 8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472 | |
| 9. NAME OF RECIPIENT PROJECT OFFICER Eric Smith | PHONE NO. 9782819780 | 10. NAME OF PROJECT COORDINATOR Catherine Patterson | PHONE NO. 1-866-274-0960 | |
| 11. EFFECTIVE DATE OF THIS ACTION 22-JUL-16 | 12. METHOD OF PAYMENT SF-270 | 13. ASSISTANCE ARRANGEMENT Cost Sharing | 14. PERFORMANCE PERIOD From:22-JUL-16 To:21-JUL-17 Budget Period From:01-OCT-15 To:30-SEP-16 | |

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX- XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON- FEDERAL COMMITMENT |
|-------------------------|----------|---|-------------------------|--|------------------------|---|
| AFG | 97.044 | 2016-F5-C111-P4310000- 4101-D | \$0.00 | \$323,091.00 | \$323,091.00 | \$32,309.00 |
| TOTALS | | | \$0.00 | \$323,091.00 | \$323,091.00 | \$32,309.00 |

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

N/A

DATE

N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)

Andrea Day

DATE

13-JUL-16

[Go Back](#)

Full documentation for the Assistance to Firefighters' Grant is on file with the City Clerk's office and can be viewed during City Hall regular business hours.



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



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

July 28, 2016

Dear Mayor Romeo Theken,

I am writing to propose that we update the City of Gloucester Fire Department Ambulance Service Billing and Collection Policy. This is typically done in preparation for the FY 2017 Budget, however I have run late this year.

As in the past few years, I have recommended that we model our fee schedule using the Medicare reimbursement regulations as a benchmark. In setting our fee schedule, we should consider the Medicare baseline, but we should set our own specific fees individually. I am recommending that we do not increase our fees this year. The Medicare baseline has dropped this year by a measurable percentage, and by keeping our rates static, it amounts to a tacit increase. The FY2017 Revenue Projection based on the existing fees and run volume is \$1,169,706.00.

As of June 30th, 2016 the City of Gloucester Fire Department Ambulance Service carries an outstanding Accounts Receivable balance of \$1,677,737.86. Although most of this is current and will be collected, \$375,901.74 is greater than 300 days old and is considered uncollectable debt.

As stated above, \$375,901.74 of our A/R is considered uncollectable debt from a total of 276 accounts.

For 3 years prior to FY 2015 we attempted to utilize the services of a collections agency, F.H. Cann & Associates. The city realized zero return from this system. As in last year's report, I continue to recommend against these efforts for now. In an effort to satisfy the due diligence to the citizens of Gloucester with regard to managing these accounts, CFO John Dunn and I will continue to research this subject; including reaching out to other municipalities in an effort to find out if there is a good way to recover these funds in the future. We do not have a current contract with any collections agency.

My recommendation is to write off, as uncollectible, the \$375,901.74. This would bring the total outstanding debt owed to the City down to \$1,301,836.12, all of which is less than 300 days old, and most of which is current and collectable.

Our financial hardship policy continues to work well, utilizing a write-off procedure and will require a simple updating of the write-off levels. We use an accepted formula of two times



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the federal poverty level as defined by the Federal Government Department of Health and Human Services.

Our current billing services contract is with Intermedix. The new contract was executed May of 2014 and has been renewed. We still have one, 1 year extension option remaining. Beginning this fall I will work with Financial Coordinator Sue Dellacroce and Purchasing Agent Donna Compton to draft a new RFP for billing. Currently, having worked with Intermedix for five years now I am fully satisfied that we are receiving excellent billing and collection services, and that while we are always on the lookout for improvements, our reimbursements are appropriately complete, and our revenue is as high as it should be.

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

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

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

Sincerely,

Sander R. Schultz

EMS Coordinator

Cc: Fire Chief Eric Smith



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| | Provided (March 2015) FY 2016 | Historial (as of July 2016) FY2016 | Projected (as of July 2016) FY2017 |
|--|-------------------------------------|---|---|
| <u>Unit Fees</u> | | | |
| BLS-EM A0429 | \$1,513.64 | \$1,513.64 | \$1,513.64 |
| ALS-EM A0427 | \$1,797.44 | \$1,797.44 | \$1,797.44 |
| ALS2-EM A0433 | \$2,601.56 | \$2,601.56 | \$2,601.56 |
| Oxygen/Other | \$164.69 | \$164.69 | \$164.69 |
| Specialty Transport (SCT2) | \$3,097.23 | \$3,097.23 | \$3,097.23 |
| Supplies | \$425.00 | \$425.00 | \$425.00 |
| Mileage | \$46.08 | \$46.08 | \$46.08 |
| <u>Percentage of Units Billed</u> | | | |
| BLS-EM | 43.60% | 23.31% | 23.31% |
| ALS-EM | 54.62% | 75.65% | 75.65% |
| ALS2-EM | 1.78% | 1.04% | 1.04% |
| Oxygen/Other | 10.97% | 10.97% | 10.97% |
| Supply | 87.00% | 87.00% | 87.00% |
| Total Transports | 2,175 | 2,317 | 2,340 |
| Mileage | 2.65 | 2.8 | 2.8 |
| <u>Charge Mix</u> | | | |
| Medicare | 54.75% | 55.82% | 55.82% |
| Medicaid | 26.43% | 26.66% | 26.66% |
| Insurance- Commercial | 14.78% | 13.06% | 13.06% |
| Self- Pay | 4.04% | 4.46% | 4.46% |
| <u>Projected Collections by Payer</u> | | | |
| Medicare | \$434,212 | \$506,796 | \$510,782 |
| Medicaid | \$113,451 | \$135,072 | \$136,413 |
| Insurance | \$551,119 | \$512,111 | \$517,194 |
| Private Pay | \$4,367 | \$5,265 | \$5,317 |
| Total Collections | \$1,103,148 | \$1,159,243 | \$1,169,706 |
| Average Revenue per Account | \$507.19 | \$500.32 | \$499.87 |



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



Effective July 01, 2016

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

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

**GLOUCESTER FIRE DEPARTMENT AMBULANCE SERVICE
 July, 2016**

| | |
|----------------------------|-----------|
| BLS Non-Emergency | \$930.76 |
| BLS Emergency | \$1513.64 |
| ALS Non-Emergency | \$1116.92 |
| ALS 1 -Emergency | \$1797.44 |
| ALS 2 | \$2601.56 |
| SCT Special Care Transport | \$3097.23 |
| Supplies | \$425.00 |
| Single Mileage Rate | \$46.08 |
| Extra EMT | \$600.00 |

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



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



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

SIGNED: _____

TITLE: Mayor

DATE: _____

APPROVED BY CITY COUNCIL: _____, 2014

COMPANY OR SERVICE:

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



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



Effective July 01, 2016

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

SCHEDULE A

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

| <u>FAMILY SIZE</u> | <u>INCOME</u> |
|--------------------|---------------|
| 1 | \$ 23,760. |
| 2 | \$ 32,040. |
| 3 | \$ 40,320. |
| 4 | \$ 48,600. |
| 5 | \$ 56,880. |
| 6 | \$ 65,160. |
| 7 | \$ 73,460. |
| 8 | \$ 81,780. |

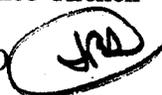
Add \$8,320 to the income for each additional family member beyond eight.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9707
FAX 978-281-8472
jdunn@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

To: Mayor Sefatia Romeo Theken
From: John P. Dunn, CFO 
Date: August 1, 2016
Re: Loan Order for Waste Water Treatment Plant

Attached is a form of Loan Order in the amount of \$675,000 to fund repairs to the clarifiers at the Wastewater Treatment Plant as further described in the attached documentation from Environmental Engineer Lawrence Durkin.

Mr. Durkin has outlined a very tight time-frame for this project and would, if the appropriation is approved, like to award the construction part of the contract by August 24, 2016. The current City Council schedule would allow us to meet his time-frame as there are Council meetings scheduled for August 9, 2016 and August 23, 2016 as well as a Budget and Finance Committee meeting scheduled for August 18, 2016.

If you are in agreement with the language in the Loan Order, please include this information in the next Mayor's Report to the City Council. Thank you.

Ordered: That the City of Gloucester appropriates Six Hundred and Seventy Five Thousand Dollars (\$675,000) to pay costs of wastewater treatment plant clarifier #1 and clarifier #2 bypass and repairs, including the payment of all costs incidental or related thereto. To meet this appropriation the Treasurer, with the approval of the Mayor is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, Sections 7 or 8, or pursuant to any other enabling authority. The Mayor and any other appropriate official of the City are authorized to apply for, accept and expend any and all grants or gifts that may be available to the City to pay costs of this project.

Further Ordered: That the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any or all of the bonds authorized by this order and to provide such information and execute such documents as the Municipal Finance Oversight Board may require for these

WATER COMPLIANCE OFFICE
50 ESSEX AVENUE
GLOUCESTER, MA 01930
FAX 978-281-9724



LAWRENCE A. DURKIN, P.E.
ENVIRONMENTAL ENGINEER
TEL 978-281-9792

ldurkin@gloucester-
ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: July 18, 2016
To: Mayor Sefatia Romeo Theken
Dan Smith, Chief Administrative Officer
Michael Hale, Director of Public Works
John Dunn, Chief Financial Officer
From: Lawrence Durkin, P.E. - Environmental Engineer - DPW

Re: Request for Funding – Emergency Wastewater Treatment Plant Clarifier Repairs

This memorandum requests funding for emergency wastewater treatment plant (WWTP) clarifier (solids settling) repairs as the result of excessive corrosion. Major repairs of this nature were last performed in 2006. The contract operator typically has only inspected clarifier components below the water line and not inspected above water components and why this is coming as a surprise issue. Attached is my Action Plan letter to MassDEP and USEPA Region 1 with more detail. The following is a quick cost summary:

- Manufacturer Clarifier Parts and Inspectional Service covered by DPW FY 2017 funds: \$151,708.00
- Emergency City Funding Request for Contractor needed by August 24, 2106 for award: \$500,000.00
- Total Project Estimated Costs: \$651,70.8.00:

Clarifier #1 is in a more corroded condition than Clarifier #2. The City is a risk that one or both clarifiers can have operational issues at any time and may need to come offline, but is more likely that there would be problems with Clarifier #1 first. Therefore, the installation of a clarifier bypass pumping and disinfection system is of the greatest immediate need. Secondly the clarifier bypass pumping and disinfection system is also needed to take a clarifier off line one at a time for repairs. The DPW intends to direct as much pant through the WTTP processes as possible and bypass pump and disinfect when a single clarifier cannot handle WWTP storm inflows to prevent a sanitary sewer overflow. With major storm event and clarifier failure, without a bypass pumping and disinfection system millions of gallons of untreated sewage can end up in the Annisquam River. The DPW intends to publicly bid the clarifier bypass pumping and repairs with documents available August 10, 2016. The DPW anticipates contract award August 24, and the City needs to have appropriated \$500,000.00 for contract award. The DPW is doing our best to minimize this risk and your help with funding is greatly needed.

Table 2 - Draft Gloucester WWTP Clarifier Bypass Pumping and Repairs Estimated Cost

| No. | Description | Comment | Estimated Value | Contingency Percent | Total Cost | Cumulative Cost |
|--|--|---|-----------------|---------------------|---|-----------------|
| A. Manufacture Parts & Inspection Services | | | | | | |
| 1 | Ovivo Proposal Q0627A-BS | 9-10 weeks delivery, parts and inspection services, contingency for unknown conditions, assume more parts necessary | \$151,708.00 | \$0.00 | \$151,708.00 | \$151,708.00 |
| A. Total Clarifier Parts & Inspection Proposal \$151,708.00 | | | | | | |
| B. Contractor | | | | | | |
| 1 | Bypass pumping | 4 months at \$50,000/month | \$200,000.00 | \$0.25 | \$250,000.00 | \$250,000.00 |
| 2 | Electrician allowance | | \$20,000.00 | \$0.25 | \$25,000.00 | \$275,000.00 |
| 3 | Controls allowance | | \$25,000.00 | \$0.25 | \$31,250.00 | \$306,250.00 |
| 4 | Contract mobilization & Demobilization | | \$20,000.00 | \$0.25 | \$25,000.00 | \$331,250.00 |
| 5 | Clarifier #1 Repairs | | \$65,000.00 | \$0.25 | \$81,250.00 | \$412,500.00 |
| 6 | Clarifier #2 repairs | | \$65,000.00 | \$0.25 | \$81,250.00 | \$493,750.00 |
| 7 | Disinfection system piping & set up | | \$5,000.00 | \$0.25 | \$6,250.00 | \$500,000.00 |
| | | | | | B. Total Contractor \$500,000.00 | |
| | | | | | Total Project (A+B) \$651,708.00 | |

GLoucester WWTP
CLARIFIER BYPASS & REPAIRS

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

Table 1 - Draft Gloucester WWTP Clarifier Bypass Pumping and Repairs Schedule

| ✓ | No. | Description | Comment | Start | Finish | Duration (days) |
|---|-----|--|--|--------------|--------------|-----------------|
| ✓ | 1 | Action Plan to MassDEP & EPA (also Gloucester Health Dept., Shellfish Warden, and MA Marine Fisheries) | Drafted by Env. Eng., meeting with City & Stantec 7/14, reviewed by CAO, DPW Director, Stantec 7/14-15/16, Env. Eng. submits Monday 7/18/16. | Tue 07/12/16 | Tue 07/19/16 | 7 |
| ✓ | 2 | Funding Request Memo | Env. Eng. draft to CAO, CFO, DPW Director, action plan is an attachment | Thu 07/14/16 | Tue 07/19/16 | |
| ✓ | 3 | Purchase Order issued to Ovivo | For clarifier repair equipment and inspectional services, Env. Eng. requested PO with quotes and vendor W9 on 7/7/16 | Thu 07/07/16 | Mon 07/18/16 | |
| | 4 | Equipment manufactured and delivered on site | 9-10 weeks from 7/19/16 (assume 10 weeks) | Mon 07/18/16 | Mon 09/26/16 | |
| | 5 | Bidding Documents by Stantec | Assume 25 days | Thu 07/07/16 | Mon 08/01/16 | 25 |
| | 6 | Advertise central register | for documents available 8/10/16 | -- | Wed 08/03/16 | |
| | 7 | Bid Documents available | Public bidding, available from Purchasing Dept. | 7/7/2016 | Wed 08/10/16 | |
| | 8 | Pre-bidding meeting | at WWTP 9 AM | -- | Mon 08/15/16 | |
| | 9 | Last day for questions | noon Friday, answered Monday 8/22/16 | Wed 08/10/16 | Fri 08/19/16 | |
| | 10 | Bids due | 11 am Purchasing Department | -- | Wed 08/24/16 | |
| | 11 | Recommendation to award | email from Stantec to City | -- | Wed 08/24/16 | |
| | 12 | Notice to Proceed & Funding secured | NTP from Purchasing, funding secured by City | -- | Wed 08/24/16 | |
| | 13 | Pump rental mobilized | order given to pump vendor (4 month rental assumed) | -- | Wed 08/24/16 | |
| | 14 | Contract awarded | bonds and insurance provide with signed contracts | -- | Wed 08/24/16 | |
| | 15 | Bypass pump & disinfection installed and operational | includes electrical, controls, and alarms | Wed 08/24/16 | Mon 09/05/16 | |
| | 16 | Mobilization for filter repair | | Mon 09/12/16 | Mon 09/26/16 | |
| | 17 | Clarifier #1 Repair & inspection | worst condition, fix first, assume 25 days until in service | Mon 09/26/16 | Fri 10/21/16 | |
| | 18 | Clarifier #1 operational testing | one week, then in service, beneficial use begins | Mon 10/24/16 | Mon 10/31/16 | |
| | 19 | Clarifier #2 Repair & Inspection | assume 18 days | Mon 10/31/16 | Thu 11/17/16 | |
| | 20 | Clarifier #2 operational testing | one week, then in service, beneficial use begins | Mon 11/28/16 | Mon 12/05/16 | |
| | 21 | Contract substantially complete, warranty period begins | | Mon 12/05/16 | Tue 12/05/17 | |
| | 22 | Contract demobilization | includes bypass pumping & disinfection | Mon 12/05/16 | Fri 12/09/16 | |
| | 23 | Update O&M manuals Ovivo | submitted draft, comments received finalized, provide hard & electronic copies. | Mon 09/26/16 | Fri 12/23/16 | |
| | | Contract close out | Start = award, Finish = final invoice | Wed 08/24/16 | Tue 01/31/17 | 160 |

GLOUCESTER WWTP
CLARIFIER BYPASS & REPAIRS

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

WATER COMPLIANCE OFFICE
50 ESSEX AVENUE
GLOUCESTER, MA 01930
FAX 978-281-9724



LAWRENCE A. DURKIN, P.E.
ENVIRONMENTAL ENGINEER
TEL 978-281-9792
ldurkin@gloucester-ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

Mr. Kevin Brander
Wastewater Management Section Chief
Mass. Department of Environmental Protection
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

George Harding
Environmental Engineer
USEPA REGION 1 - New England
5 Post Office Square
Mail Code: OES
Boston, MA 02109-391

July 20, 2016

Re: Gloucester Wastewater Treatment Plant Clarifier Bypass and Repair Action Plan

Dear Mr. Brander & Mr. Harding:

I have verbally informed you both of the City of Gloucester (City) Wastewater Treatment Plant (WWTP) corrosion problems with both clarifiers and gone over many of the details contained in this the corrective action plan with you and the City's Contract Operator Veolia Water (Veolia), and Engineer Stantec. This letter action plan is divided into the following sections: 1.0 Background, 2.0 Clarifier Bypass and Repair Action Plan, 3.0 Schedule, 4.0 Estimated Costs, and 5.0 Conclusion.

1.0 BACKGROUND

The City's Department of Public Works (DPW) Water Compliance Office (WCO) Environmental Engineer, Lawrence Durkin, was notified by City's WWTP Operator Veolia of the problems with the two clarifiers on Friday May 20, 2016. Attachment A contains Veolia's Clarifier #1 inspection report and an email inspection of Clarifier #2 dated May 20 and 31, 2016, respectively.

Upon notification the DPW contacted Stantec Engineer Justin Gould, who performed an inspection on May, 20, 2016, with Veolia. The DPW phoned both Kevin Brander and George Harding shortly after that verbally detailing the clarifier problem. On June 23, 2016, the DPW called Kevin Brander and Joseph Nerden, also with Massachusetts Division of Environmental Protection (MassDEP) Northeast Regional Office (NERO), along with Veolia and Stantec to discuss key elements of this action plan that will be detailed in Section 2. Shortly after this the DPW verbally updated George Harding as well. The DPW spoke again with Kevin Brander Thursday July 1 and 14, 2016 on aspects of this plan. Joseph Nerden inspected the clarifiers on July 15, 2016.

JULY 20, 2016

The Salt Lake City based clarifier manufacturer Ovivo USA LLC (Ovivo) was first on site Thursday May 26, 2016 and back again June 22, 2016 for clarifier inspections and development of a replacement list of clarifier materials and components. A draft clarifier equipment list and inspection service proposal was provided to the DPW and Veolia on June 30, 2016. Following a call with Ovivo, Veolia, Stantec, and the DPW on July 7, 2016 the proposal was revised, and it was finalized July 14, 2016 after another call (See Attachment B). The City issued a Purchase Order (PO) for Ovivo to proceed with the equipment manufacturing on July 18, 2016. The equipment lead time to be received in Gloucester is from 8-10 weeks. Ovivo is providing, within two weeks of receipt of the PO, drawings for the repair work to be used in the contract documents, per the hand marked up drawings contained in Attachment C.

Following Stantec's May 20, 2016 clarifier inspection, the DPW proceeded with Stantec developing bidding documents with an issued PO and a subsequent contract for this project. Stantec recommended to the City that the clarifier bypass pumping and treatment system be installed by a single contractor who is also performing the clarifier repairs. They have also been in contact with bypass pump vendors. With Stantec and the Purchasing Department, the DPW will be publically bidding a contract for the installation of the clarifier bypass pumping and repairs.

With the clarifier parts ordered, getting a clarifier bypass pumping and disinfection system in place in case of clarifier failure and to support clarifier repairs is the DPW's priority. One clarifier will be taken off line for repairs while the other remains in operation. The bypass pumping system will provide pumping if a single clarifier hydraulic capacity is exceeded such that all WWTP sewage is disinfected and pumped out to the WWTP outfall. Once the first clarifier is repaired and brought into operation, the second clarifier will go off line until is repaired, operationally tested, and put back into service.

Reference Figures attached to this action plan identify key bypass pumping and treatment components and locations in reference to WWTP Record Plans and photos are as follow:

1. Process Flow Diagram - Clarifier Bypass
2. Hydraulic Profile - Clarifier Bypass
3. Clarifier Bypass Pumping Site Plan
4. Clarifier Bypass Pumping Site Photo
5. Bypass Suction Site Plan
6. Bypass Discharge Site Plan
7. Site Photos: bypass pump suction location, installation of pumping and disinfection equipment location, and bypass pump discharge location

Attachments to this action plan include:

- A. Veolia Clarifier Inspection
- B. Ovivo Clarifier Equipment and Inspectional Service Proposal
- C. Ovivo Draft Hand Marked Up Clarifier Repair Drawings

2.0 CLARIFIER BYPASS AND REPAIR ACTION PLAN

Per Veolia's inspections Clarifier #1 has more corrosion than Clarifier #2 (see Attachment A). The City is at risk that one or both clarifiers can have operational issues at any time and may need to come offline, but this is more likely with Clarifier #1 first. Therefore, the installation of a clarifier bypass pumping and disinfection system is of the greatest immediate need. Secondly the clarifier bypass pumping and disinfection system is also needed to take a clarifier off line one at a time for repairs.

Veolia will operate the contractor installed bypass pumping and disinfection systems that will be tied into existing plant supervisory control and data acquisition (SCADA) and alarming systems. Veolia will also be involved in bidding document review and construction. Figures 1-7 depict the locations of proposed bypass pumping suction, pumping and disinfection equipment, and pumping discharge.

2.1 Clarifier Bypass Pumping

In all cases the DPW intends to direct as much plant flow through the WWTP processes as possible. In extreme wet weather event(s), bypass pumping and disinfection of sewage will be performed to prevent a sanitary sewer overflow for flows in excess of clarifier capacity. The maximum WWTP plant influent capacity is approximately 15.5 million gallons per day (MGD) which is the limit of both screw pumps (See Figures 1 & 2). At maximum plant influent flows each clarifier receives approximately 7.75 MGD.

Stantec will calculate the maximum hydraulic capacity of the clarifiers; however, from previous modeling performed by Brown & Caldwell, each clarifier is estimated to handle 10 MGD before Headworks building channels will likely overtop. The Headworks building provides de-ragging and grit removal so it a partially treated sewage before it enters the clarifiers. Stantec's hydraulic capacity assessment shall be contained in a technical memo that will also be provided to MassDEP and the EPA.

From the exterior channel leaving the Headworks building (See Figures 5 & 7) to the clarifiers, the bypass pump suction line will be installed. The last time the City had to set up bypass pumping for clarifier work was in 2006 and no records of that action are available. Significant City CSO separation upgrades have dramatically lessened wet weather flows to the WWTP. Still the type of wet weather extreme events that are of most concern include extended duration intense "summer" thunderstorms, tropical storms, hurricanes, and "Nor Easter" events.

Therefor bypass pumping should handle 3 to a minimum of 7.75 MGD. Water level transducers will automatically turn bypass pumping and disinfection on and alarm for plant flows above 5 MGD when Veolia staff will be on site. The DPW proposes that when flows are above 5 MGD and are looking to still increase, then Veolia will staff the plant until both clarifiers are repaired and back on line. Outside pumping and disinfection systems shall also be winterized for cold weather protection ahead of winter condition operation.

Stantec will perform bypass pumping and disinfection calculations and provide a technical memo for review that will be given to MassDEP and EPA once finalized.

2.2 Bypass Pumping Disinfection

The DPW anticipates the following:

- The existing WWTP hypochlorite system shall be used for the bypass disinfection.
- The hypochlorite system is in the basement of the main operation and controls building. PVC conduits run(s) will be installed for secondary containment and protection of flows in tubing from the controls building to the bypass pump discharge and disinfection injection locations (See Figure 3, 4, 5, and 7). Existing hypochlorite pumps will be evaluated and if necessary new pump(s) will be procured as a part of the construction contract.
- In an extreme wet weather event when pumped clarifier bypass flows occur, the DPW plans to have control systems stop dechlorination at the WWTP with sodium bisulfate on the stream running through clarifiers(s) and at the chlorine contact chambers. Extreme wet weather event disinfection is paramount. Both plant and bypass flows will combine in the channel leading to the effluent wet well pump station (see Figures 6 and 7) that with sodium bisulfate dechlorination in the WWTP stream that dechlorination could limit disinfection of the bypass pump flow stream.

Concerning this action plan, the DPW has also notified the Gloucester Health Department, the Gloucester Shellfish Warden, and Massachusetts Division of Marine Fisheries (Marine Fisheries) and continues to keep them in the information loop. The Health Department monitors beaches for swimming enterococci bacteria levels through the summer. Marine Fisheries monitors fecal coliform bacteria levels for shellfish harvesting year round in the Annisquam River generally monthly and less frequently in their "outer coastal" run that includes Gloucester Harbor, Niles Beach, Good Harbor Beach and extends into Rockport. Should bypasses occur these parties, along with MassDEP and the EPA, will be notified immediately by the DPW. They will also be provided this action plan for their information.

2.3 SCADA Controls & Alarming and Temporary Electrical Power

The DPW anticipates the following:

- Tie bypass pumping and disinfection system into existing controls & alarms at WWTP. There will be a contract allowance for Veolia's and the DPW's controls engineer to perform this task.
- Bypass pumping and disinfection electrical power will be provided from existing WWTP systems. There will be a contract allowance for Veolia's emergency on call electrician to perform this task
- The contractor will install the bypass and disinfection systems, but Veolia will operate them.
- The WWTP and bypass, disinfection systems, and alarms will be monitored by Veolia.

These components will be included in bidding documents by the design engineer Stantec in consultation with the WWTP Controls Engineer and Electrician, who will also provide emergency response as needed.

2.4 Clarifier Repairs

The DPW anticipates the following:

- With an 8-10 week lead time to receive equipment contain in Ovivo's proposal (See Attachment B), clarifier replacement parts should arrive in Gloucester within 10 weeks, by Monday September 26, 2016.
- Ovivo will also be providing, within two weeks of receipt of the PO, marked up drawings for the repair work to be performed that will be included in bidding documents. Hand mark ups of these drawings are found in Attachment C.
- Ovivo will be performing periodic and final inspections of the contractor's repair work.
- Sequencing: it is anticipated that Clarifier #1 will go off line for repairs first being in a more corroded condition following acceptance testing and final Ovivo inspection Clarifier #2 will be taken off line for repairs. Clarifier #2 will then be operationally tested and have a final inspecting before acceptance by the DPW, and put back on line.
- Ovivo will provide the DPW & Veolia with an updated clarifier operations and maintenance manual.

3.0 SCHEDULE

Attached Table 1 provides the DPW estimated project schedule, from which the major project dates are as follows:

- Bidding documents available: Wednesday 8/10/16.
- Bids opens, Contractor Notice to Proceed, Contract Award Begins: Wednesday 8/24/16.
- Bypass pumping and disinfection system operational: Monday 9/5/16.
- Ovivo Clarifier parts on site: Monday 9/26/16.
- Clarifier #1 Repair: off line date Monday 9/26/16, back in service date Monday 10/31/16.
- Clarifier #2 Repair: off line date Monday 10/31/16, back in service date Monday 12/05/16.

JULY 20, 2016

4.0 ESTIMATED COSTS

Attached Table 2 provides the DPW Cost estimate, from which the major costs are as follows:

- Ovivo clarifier repair equipment and inspectional services - \$151,708, which the DPW funded in fiscal year 2017 (FY2017) budgets in a PO issued 7/18/16.
- Estimated contractor cost for bypass pumping and disinfection and clarifier repairs = \$500,000, with a 25% contingency included in Table 2. This amount is beyond DPW FY 2017 budgets and must be funded by the City. This will require an emergency appropriation as funding will be needed for contract award by August 24, 2016 for contract notice to proceed issuing and execution.
- Total Project cost are estimated at \$651,708.

5.0 CONCLUSION

Following receipt of written review comments within ten days from MassDEP and the EPA, the DPW will finalize this action plan if comments are received and action plan modifications are necessary. As this is an emergency the DPW, Stantec, and Veolia are proceeding currently with the elements contain in this action plan. Throughout this project the DPW will also keep MassDEP, EPA, the Gloucester Health Department, Gloucester Shellfish Warden, and Marine Fisheries updated on project status.

If you have any questions or need any additional information, please feel free to call me at (978) 281- 9792 or contact me my email at ldurkin@gloucester-ma.gov.

Very Truly Yours,
City of Gloucester



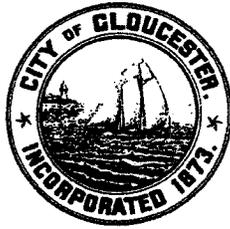
Lawrence A. Durkin, P.E.
Environmental Engineer

Attachments:

Figures 1 – 7, Table 1 & 2, Attachments: A, B, C

cc: Dan Smith - Gloucester Chief Administrative Office
Michael Hale, Gloucester Director of Public Works
John Dunn, Gloucester Chief Financial Officer
John Guptill, Dan Finan, Darlene Domingos – Veolia
Brian Shea, Justin Gould, Ron Porter - Stantec
Joseph Nerden, MassDEP NERO

City Hall
Nine Dale Avenue
Gloucester, MA 01930



CITY OF GLOUCESTER
VETERAN'S AFFAIRS

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

MEMO

To: Mayor Romeo Theken; Gloucester City Council
From: Adam Curcuro
RE: Veterans Donation Acceptance
Date: August 3rd, 2016

Attached are correspondence between Michael Minogue, CEO of ABIOMED, who recently provided a good-will donation to the City of Gloucester to be used in support of Veterans Services, more specifically, support of critical needs as identified through departmental leadership.

Our CFO, John Dunn, is in safe receipt of the check but it must be accepted by City Council into the general treasury first, with specific funding paths established thereafter to the needs requested by the donor, Mr. Minogue as outlined within the letter of understanding attached to this packet.

Please refer this matter to budget and finance, or using the best methods to which the Council can support this measure.

Thank You

MICHAEL AND RENEE MINOGUE

Endowment Management Account™

111

87-178/843
30

PAY TO THE
ORDER OF

CITY OF Gloucester - Veteran Support \$ 20,000.⁰⁰

DATE

twenty thousand

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FOR *Veteran Affairs*

Mike Minogue

MP

From: Michael R. Minogue
Chairman, President and Chief Executive Officer
ABIOMED, Inc.
22 Cherry Hill Drive | Danvers, MA 01923
Office: 978.646.1810 | Fax: 978.777.8411

To: Adam Cucuru
Director, Veterans Affairs
City of Gloucester
9 Dale Avenue | Gloucester, MA 01930
Office: 978.281-9700

Date: June 29, 2016

To Whom It May Concern:

In celebration of our military, veterans and service personnel, I proudly present a personal donation of twenty thousand dollars (\$20,000) to the City of Gloucester with the specific application of veteran service support, with a clear funding path as supported through the treasury department of the City.

Furthermore, the whole amount shall be used within its own funding channel as a separate disbursement system with specific invoices to be used against said source. Invoices must reflect specific applications and services associated with the veteran services, especially repairs to the veteran clinics, maintenance to all veteran sites and other uses as designated through the Director of Veterans Affairs of the City of Gloucester.

A check is attached to this memo for the full amount mentioned above, which is given to the City as a charitable and honorable act without any pretenses around quid pro quo relationships, nor given to provide special services or illegal arrangements for public services. Through my signature below, I assert that this donation is designed for the sole purpose of helping our military friends who deserve the respect, honor and dignity that our country dutifully owes to them today – and every day.

Warmest of Regards,

Michael Minogue

Mike Minogue

Please send copies of invoices AAG use your letter emailed on Thursday June 9th 2016 5:30 PM AL tracker. This donation is to support the critical items identified by you.

On Thu, Jun 23, 2016 at 4:33 PM, Minogue, Michael <mminogue@abiomed.com> wrote:

Adam,

I have been on the road and this delayed my response. I would like to come with my wife to visit the facilities and review the changes planned. Thank you for the details of our grant and it looks helpful on multiple levels.

What entity should the Mike and Renee Minogue Family Foundation make the \$20K check to?

Can we meet in July end of day or morning- and will bring the donation check ... Look forward to helping you and serving the veteran community.

Mike

Michael R. Minogue

Chairman, President and Chief Executive Officer

ABIOMED, Inc.

22 Cherry Hill Drive | Danvers, MA 01923

Office: [978.646.1810](tel:978.646.1810) | Fax: [978.777.8411](tel:978.777.8411)

mminogue@abiomed.com

www.abiomed.com

Recovering hearts. Saving Lives.™

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From: Adam Curcuru [mailto:ACurcuru@gloucester-ma.gov]
Sent: Thursday, June 9, 2016 5:30 PM
To: Minogue, Michael
Subject: Proposal of usage of donation

Mr. Minogue,

Please find attached a letter as requested specifying what the Cape Ann Veterans Service Office would use such a substantial donation for. There are a variety of aspects which we find critical in supporting our veterans as well as raising awareness and involvement in our community and these items would be immensely beneficial in support of our veterans community.

Again thank you so much for your consideration

Very Respectfully,

Adam Curcuru

Director of Cape Ann Veterans Services

12 Emerson Ave. Gloucester, MA 01930

(978)281-9740

acurcuru@gloucester-ma.gov

"The willingness with which our young people are likely to serve in any war, no matter how justified, shall be directly proportional to how they

perceive the Veterans of earlier wars were treated and appreciated by their nation."

President George Washington

Public Records Law

Please be aware that all communications pertaining to City of Gloucester Massachusetts matters, including e-mail sent or received, are a public record subject to disclosure under the Massachusetts Public Records Law. If requested, e-mail may be disclosed to another party unless exempt from disclosure. E-mails are retained by the City of Gloucester in compliance with Massachusetts Public Records Retention Schedule. All Electronic messages sent through the City of Gloucester system are archived in conformance with the Massachusetts and federal Public Records law.

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Public Records Law

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Dear Mayor Theken,

The Light Up Mattos Committee would like to request that a donation of \$4000.00 be accepted to the city to cover the remaining monies needed to secure a bid contract for the lights at Mattos Field. The contractor Annese Electrical Services of Weymouth, Ma is the lowest bidder for our project. Steve Winslow is checking references and when that is done we can start lighting up Mattos again.

The Light Up Mattos Committee has worked hard raising money with the help of Dean Murray and Dick Wilson and now Steve Winslow to make Mattos great again. This is the big part we have much more to do before the 2018 rededication we have planned. We need a scoreboard, a backstop, seating for our visitors side with fencing to make it safe. (Now our field is very unsafe as many balls can and do hit spectators as they watch or are on the sidelines.) A upgrade for our bathrooms with a salary pay so that it is cleaned weekly. (The men's is condemned and the women's is on it's way too as I retired cleaning it and now it is not being cleaned at all.) Trees for the hill and Joseph's flagpole, light for his flag and cleaning of his memorial. The guardrail needs to be replaced or taken out I would like taken out so we can see his memorial better. Fencing around the school area and the field. So as you can see we have much more to do and we have two years to get it done for his rededication.

We thank you for any and all help you are providing to us as we work to Light Up Mattos.

Patti Amaral
Light Up Mattos President

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9700
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CITY OF GLOUCESTER
PERSONNEL DEPARTMENT & HUMAN RESOURCES

MEMORANDUM

To: Mayor Sefatia Romeo Theken
From: Donna Lette, Director of Human Resources
Date: August 3, 2016
RE: Reorganization Plan for Executive Office of Mayor

Dear Mayor:

Consistent with our ongoing efforts to modernize our public workforce to provide the best customer services, I am pleased to present adjusted job descriptions, responsibilities and titles for the positions in the Executive Office of Mayor. As job functions have changed in time, so too have the roles and functions within every business and municipality across the country. Past personnel navigated numerous functions that evolved in time, while their official titles and responsibilities did not transition as professionally as they should have.

With the above goals in mind, I propose to improve office operations by establishing a new position to better serve relations for the City Council, assist with community affairs and, most importantly, provide the best constituent services to help our population. This new position is the Director of Communications and Constituent Services.

It is my recommendation to revise the current role of "Office Clerk" to "Executive Secretary" (a position currently filled by Enza Taromina and one already included in the Personnel Ordinance); upgrade the current position of "Executive Assistant" to a new management position, "Director of Communications & Constituent Services" (a position currently filled by Christopher Sicuranza and requiring an addition to the Personnel Ordinance) and revise the job duties for the existing position of Chief Administrative Officer to reflect the redistribution of job functions between the above positions. Please note that this reorganization plan is focused on the positions themselves, not current incumbents, in order to provide an organizational structure geared for more efficient service delivery. Please see updated job descriptions attached to this packet.

If you accept this proposal, please forward this reorganization plan to the City Council for their consideration and processing at your earliest convenience.

Sincerely,

Donna Lette, Director of Human Resources

- Maintains all files including, but not limited to, administration, correspondence, fiscal records, union contracts, emergency plans and contact databases.
- Prepares correspondence, spreadsheets and reports as needed.
- Maintains office hospitality for guests and visitors.
- Performs other duties as assigned by the Mayor, CAO or director of Communications and Constituent Services.

Qualifications:

- Associate's Degree in Business, clerical studies, or equivalent advanced training or responsible office experience required.
- Three years of increasingly responsible work experience, including executive support, in a professional office or municipal setting.
- Demonstrated knowledge of business English, spelling, vocabulary, and mathematics.
- Demonstrated knowledge and proficiency in Microsoft programs, spreadsheets, word processing. Power Point presentation skills preferred.
- Strong interpersonal skills, including tact, diplomacy, and ability to maintain courteous, efficient working relations with personnel on all levels, including governmental officials, elected officials, department heads, employees and the public at large
- Ability to work well independently, to take initiative and to maintain confidentiality.
- Demonstrated skills in problem-solving and decision-making; strong organizational skills required.
- Thorough knowledge of City operations and organizational structure preferred.
- Valid Mass. driver's license required.

Revised 8/2016

'CITY OF GLOUCESTER

Job Description

Title: Director of Communications & Constituent Services - Mayor's Office

Supervisor: Mayor

Grade: M8

Civil Service: Exempt

Union: NA

Supervision

Exercised: Provides direct supervision to clerical staff in the Mayor's Office.

Responsibilities:

The Director of Communications and Constituent Services in the Mayor's Office advances the Mayor's vision and key initiatives by coordinating all communications from the City government to its citizens through media and other public forums. Ensures the provision of excellent customer service and local government responsiveness to constituents.

This position requires a high level of initiative, judgment, decision-making, trust, diplomacy and confidentiality. Flexibility in weekly work schedule required.

Duties:

- Supervises and manages all administrative support activities in the Mayor's Office in a team environment to ensure excellent customer service and positive, efficient operations. Assigns work projects as necessary to available clerical staff in office.
- Serves as liaison between the Mayor's Office and all department heads, boards, commissions and government officials at all levels.
- Serves as Mayor's liaison with all legislators, including those in Boston and Washington, D.C., coordinating specific initiatives, collaborations, and special events. Schedules meetings as needed on behalf of the Mayor and Chief Administrative Officer.
- Fosters positive working relationships with the City Council, School Department, boards and commissions, and all city agencies.
- Serves as the City's central liaison with all media outlets, including maintaining a presence on social media, to publish accurate, approved and timely information. Prepares all City press releases, brochures and other materials. Services all department heads' media and communications needs.
- Performs constituent outreach services through all mediums. Maintains and updates Mayor's website, including, without limitation, news releases.
- Represents the Mayor at critical meetings, community and non-profit events.

- Oversees and performs the routine screening of telephone, correspondence and walk-in inquiries from the public, City/government officials and City staff on behalf of the Mayor.
- Serves as constituent service representative to the public by responding to letters, e-mails, phone calls and personal visits. Follows all such correspondences through to completion. Assesses situations and/or requests and takes appropriate action in resolving problems and answering inquiries.
- Coordinates efforts from Mayor's office in handling special projects and briefs the Mayor on their current status. Writes correspondence and provides research services for various task forces and special commissions.
- Assists the Chief Administrative Officer as needed with all aspects of City operations throughout the year, including the preparation of the bi-weekly Mayor's Report and the City's Annual Report for submission to the City Council.
- Assumes and completes additional tasks and duties as the Mayor deems necessary.
- Outside travel and a flexible schedule are required.

Qualifications:

- Bachelor's Degree in public administration, communications, or related field with five years of increasingly responsible work experience, including communications in a professional office or municipal setting, preferred

OR

A unique combination of education, training and experience that qualifies the candidate to be Director of Communications and Constituent Services.

- Demonstrated knowledge and proficiency in Microsoft programs, spreadsheets, word processing and Power Point presentations
- Demonstrated proficiency with social media, website development.
- Advanced skills in oral and written communications, problem-solving, decision-making and organization.
- Strong interpersonal skills, including tact, diplomacy, and ability to maintain courteous, effective working relations with personnel on all levels, including governmental officials, elected officials, department heads, employees and the public at large.
- Ability to work well independently, to take initiative and to supervise others.
- Thorough knowledge of City operations and organizational structure.
- Valid Mass. driver's license.

CITY OF GLOUCESTER

Job Description

Title: Chief Administrative Officer

Supervisor: Mayor

Grade: M11

Civil Service: Provisional **Union:** N/A

Supervision Exercised: Provides direct supervision to 14 Department Heads and operational staff in the Mayor's Office. Provides indirect supervision to the operations of all City departments and personnel (345 FTE's).

Responsibilities: Works closely with the Mayor to develop and support the City's management team; provides supervision to all City departments; develops City policies and programs; bridges communications with the City Council, School Department and other agencies.

The Mayor may delegate to the CAO any power or duty which he or she has under the charter other than the power to veto measures adopted by the City Council or the power to appoint or to remove City officers, members of multiple-member bodies and department heads.

Duties:

Coordinates and supervises the operations of all City agencies.

Submits reports at such times as may be required, including the Annual Report and the Mayor's Report.

Installs and maintains financial management and record keeping systems.

Assists the Mayor in the preparation of an annual operating budget for all city agencies,

and

in cooperation with the City Auditor and the Chief Financial Officer, administers the operating budget throughout the year.

Assists the Mayor and the heads of all city agencies in the development of a capital outlay

program and the preparation of a capital improvement budget.

Conducts a continuing study of the work of all City agencies and prepares management policies based on such studies.

Prepares policy, program and ordinance recommendations to advance the management of the City.

Works with Human Resources Director in the negotiation and administration of all City collective bargaining agreements, the day-to-day administration of the personnel ordinance and personnel regulations.

Maintains full knowledge of all community issues, attends events as needed, and develops strategic plans to advance resolution.

Assumes any other powers, duties, and responsibilities as may be delegated by the Mayor.

Qualifications:

Bachelor's degree with ten years municipal management experience preferred OR any combination of education, training and experience which provides professional qualifications as a municipal administrator.

Demonstrated skills in municipal finance, personnel administration, labor relations, community planning and intergovernmental relations preferred.

Advanced leadership, communication, conflict-resolution and computer skills required.

**Ability to set priorities and work independently in a fast-paced environment.
Ability to develop and support a high performance, effective management team, including linking City and School Department staff.**

Ability to demonstrate a true commitment to the City of Gloucester.

Flexible work hours required

Revised 7/16