



# City of Gloucester City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930  
Telephone 508-281-9722 Fax 508-281-8472

CITY COUNCIL STANDING COMMITTEE  
Budget & Finance Committee  
Thursday, September 9, 2010 – 5:30 p.m.  
1<sup>st</sup> Fl. Council Conference Rm. – City Hall

10 SEP -7 AM 8:51  
CITY CLERK  
GLOUCESTER, MA

## AGENDA

### 1. *Continued Business*

- A) Grant Application and Checklist from the Council on Aging for a Formula Grant Allocation FY2011
- B) CC2010-058 (Ciolino) Amend Gloucester Code of Ordinances §9-1 and §9-2(a)
- C) Monthly review with CFO, Jeff Towne re: Trust Funds

- 2. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization*
- 3. *Memorandum from Police Chief re: acceptance of two grants from the Commonwealth of Massachusetts (E911 Salaries Grant \$61,795.00 and Training Grant \$10,987.00)*
- 4. *Memorandum from Michael B. Hale, DPW Director re: MSBA "Green Repair" Grant Program*
- 5. *Memorandum from Jeffrey Towne, CFO, City of Gloucester for Establishment of Talbot Rink Enterprise Fund, MGL c. 44, §53F1/2*
- 6. *Memorandum from Community Development Director re: HUD Sustainable Communities Challenge Grant*
- 7. *Discussion Related to the TD Bank Beach Deposit Discrepancies/Status of Same*
- 8. *Discussion Related to the North Gloucester Betterment re: Final Loan (over) Payments and Process of Reimbursement to Property Owners*
- 9. *Tax Classification*
- 10. *Event Gate Receipts from City Sporting Events*

## COMMITTEE

Councilor Steven Curcuru, Chair  
Councilor Paul McGeary, Vice Chair  
Councilor Jacqueline Hardy

Committee members – Please bring relevant documentation

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk  
Jim Duggan  
Kenny Costa  
Jeffrey Towne  
Police Chief Michael Lane  
Michael Hale  
Sarah Garcia  
Lucy Sheehan

**CITY COUNCIL STANDING COMMITTEE  
Budget & Finance  
Thursday, September 9, 2010**

**ITEMS LISTED UNDER #1 CONTINUED BUSINESS HAVE  
DOCUMENTATION PREVIOUSLY ON FILE AND CAN BE FOUND ON LINE  
AT THE CITY'S WEBSITE UNDER STANDING COMMITTEE AGENDAS OR  
ON FILE IN THE CITY CLERK'S OFFICE**

CUSTODIAN FOR  
 CITY OF GLOUCESTER  
 TRUST FUNDS

Amount of income to be allocated: (\$52,139.40)  
 Amount of gain/loss to be allocated - Principal:  
 Amount of custodian fee to be allocated:  
 Period from: 01-Apr-10 to 30-Jun-10  
 Report for period from April 1, 2010 through June 30, 2010

Line #	Description of Fund	PRINCIPAL			Total Principal + unexpnd. Income
		Balance 01-Apr-10	Receipts	Disbursements	
1	Funds for Scholastic Awards and Special Educational Instruction				
2					
3					
4	Sawyer Medal & Ornamental Tree Fund	4,283.82		(208.54)	4,075.28
5	Elias Mountford Clough Fund	0.00		0.00	0.00
6	Sawyer Drawing and Music Fund	29,611.33		(1,441.48)	28,169.85
7					45,401.44
8	Funds for Public Library Facility				
9					
10	George O. Hovey Fund	31,251.64		(1,521.33)	29,730.31
11	Books & Stationary for poor child.				39,707.40
12	u/w Joseph F. Huntress	15,059.60		(733.10)	14,326.50
13					19,036.27
14	Funds for Public Assistance				
15					
16	The Huntress Funds	210,974.03	1403.33	(10,338.52)	202,038.84
17	Tufts Charity Fund	29,367.23		(1,429.60)	27,937.63
18	Fernald Fund	34,093.54		(1,659.67)	32,433.87
19	Peter A. Chisholm Fund A/B	27,131.80		(1,320.77)	25,811.03
20	Benjamin M. Smith Fund	5,365.93		(261.21)	5,104.72
21					13,592.08
22	Funds for City Beautification				
23					
24	Sawyer Ornamental Tree Fund	7,330.57		(356.85)	6,973.72
25					15,013.06
26	Funds for Playground Athletic Awards				
27					
28	Margaret Irving Powers Memorial Fund	8,876.04		(432.09)	8,443.95
29					32,628.42
30	Funds for Cemeteries- Perpetual Care				
31					
32	Cemetary Perpetual Care Fund	572,116.25	1,800.00	(27,938.22)	545,978.03
33					681,469.03
34	Funds for Other Purposes				
35					
36	James Babson House Fund	5,651.59		(275.12)	5,376.47
37	Sanders Temperance Fund	19,991.18		(973.17)	19,018.01
38					16,035.15
39	Custodial Accounts				49,426.51
40					
41	Clough Vocational School Fund	53,717.70		(2,614.98)	51,102.72
43	400th Anniversary Memorial Fund	7,977.39		(388.34)	7,589.05
44	Great Republic Fund	5,062.06		(246.42)	4,815.64
45					60,471.07
46					32,487.07
47					18,452.19
48					
49					
		1,067,861.70	3,203.33	(52,139.40)	1,018,925.63
					1,595,864.82

Amount of income to be allocated:  
 Amount of gain/loss to be allocated - Income:  
 Amount of custodian fee to be allocated:

\$10,547.33 Date: 06-Jul-10  
 (\$701.76) Time: 03:46 PM

Income report for period from April 1, 2010 through June 30, 2010

Balance 01-Apr-10	Receipts	Disbursements	INCOME			Income Received	Balance 30-Jun-10
			Custodian fee	Apprec. (Deprec.)			
4,980.00			(6.16)	0.00	59.65	5,033.48	
0.00					0.00	0.00	
16,952.76			(20.98)	0.00	299.80	17,231.59	
9,725.29			(12.03)	0.00	263.83	9,977.09	
4,588.94			(5.68)	0.00	126.51	4,709.77	
242,405.58			(299.97)	0.00	2,928.13	245,033.74	
13,465.62			(16.66)	0.00	275.78	13,724.74	
13,716.25			(16.97)	0.00	307.82	14,007.10	
1,885.03			(2.31)	0.00	186.70	2,049.42	
8,409.08			(10.41)	0.00	88.69	8,487.36	
7,950.79			(9.84)	0.00	98.39	8,039.34	
24,002.48			(29.70)	0.00	211.69	24,184.47	
131,113.89			(162.25)	0.00	4,539.36	135,491.00	
10,567.33			(13.08)	0.00	104.43	10,658.68	
30,123.11			(37.28)	0.00	322.66	30,408.50	
8,975.80			(11.11)	0.00	403.65	9,368.35	
24,718.10			(30.59)	0.00	210.51	24,898.02	
13,533.57			(16.75)	0.00	119.73	13,636.55	
567,093.62	0.00	0.00	(701.76)	0.00	10,547.33	576,939.19	

BOARD OF COMMISSIONERS OF TRUST FUNDS

Funds for Scholastic Awards and  
Special Educational Instruction

Sawyer Medal and Ornamental Tree Fund:

"Income only to be applied through the hands of the School Committee, in providing medals, to be awarded to meritorious Scholars in the High and Grammar Schools, courtesy and exemplary conduct to be considered: If the income should be more than sufficient, I desire that the balance shall be used for the purpose of setting out ornamental Trees on the way-sides, or within the School House grounds or other public places, thus beautifying and adding attractions to my native town."

Elias Mountford Clough Fund:

"The distribution of the income of said Ten Thousand Dollars to be used exclusively for vocational school purposes and under the exclusive direction of the School Committee of the City of Gloucester."

Sawyer Drawing and Music Fund:

"The income only to be used to assist in defraying the expense of competent teachers in these two departments of our Public Schools under the direction of the School Committee."

Funds for Public Library Facility:

George D. Hovey Fund:

1915 Gloucester Daily Times article: "In connection with the Will of the late George O. Hovey, the City was to receive an interest after certain other legacies were paid. The final account has not been filed under this Will and we were unable to learn definitely whether or not the City is to receive anything."

Books and Stationery for Poor Children  
u/w Joseph F. Huntress:

"Interest to be applied to the furnishing of books and stationery such as are in use at the time, in public schools, to such poor children whose parents are too poor to furnish them."

## Funds for Public Assistance

### The Huntress Funds:

Income for the benefit and care of aged poor residents of the City of Gloucester, to be disbursed upon application of aged poor individuals, or of organizations representing such persons, to those most deserving of assistance.

### Tufts Charity Fund:

Income to be used for the relief of the poor of Gloucester.

### Fernald Fund:

To be expended "for the working poor from that part of Gloucester called Annisquam and a like portion of the Fund to be expended by the City of Gloucester for its worthy poor." No prohibition of principal distributions.

### Peter A. Chisolm Fund A/B:

Income to be expended by the Associated Charities for the worthy deserving poor.

### Benjamin M. Smith Fund:

Interest from this fund (established in 1913) to be paid annually to the Gloucester Fisherman's and Seaman's Widows and Orphans Aid Society.

## Funds for City Beautification

### Sawyer Ornamental Tree Fund:

"The income only to be used in setting out trees by the way-side."

## Funds for Playground Athletic Awards

### Margaret Irving Powers Memorial Fund:

Income to be used "for the purpose of establishing and maintaining an Athletic Prize Fund for awards or prizes to children participating in athletic games or competitions on the Playground known as 'The Oval', in said Gloucester." The Board of Commissioners of Trust Funds,

however, is not Trustee of this fund as the Will of Annie Ryan directs that Fund "shall be governed, managed and controlled by the official, officials or Department of the City of Gloucester having the charge, control, maintenance or management of playgrounds in the City of Gloucester." (See opinion letter dated August 18, 1983).

Funds for Other Purposes

James Babson House Fund:

Income only to be expended so far as necessary by the Board of Water Commissioners for the maintenance and repair of the roof, doors and windows of the "James Babson House" and for any other necessary repairs to said house.

Note: City of Gloucester is Trustee; Board of Water Commissioners (or modern-day equivalent) designated to expend the funds.

Sanders Temperance Fund:

Chief Michael W. Lane

**Gloucester Police  
Department**

# MEMO

**To:** Jim Duggan, Chief Administrative Officer  
**From:** Chief Michael W. Lane  
**CC:**  
**Date:** August 17, 2010  
**Re:** Request Acceptance of E 911 Salaries and Training Grant

RECEIVED

AUG 17 2010

Mayor's Office

Jim,

Within the last week, the Gloucester Police Department has been notified of its award of both the State E911 Salaries Grant and State E911 Training Grant. The Salaries grant is \$ 61, 795.00 and the Training grant is for \$ 10,987.00.

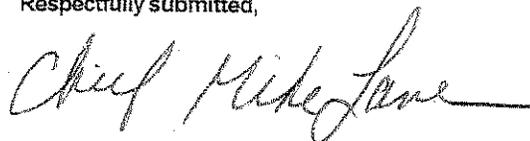
The Salaries grant is used to pay the salaries of those Officers who dispatch full-time. The E911 training grant is used to pay for training of those officers who routinely dispatch and for the training of new officers who must attend e911 training for the first time. In addition, Officers have received additional training in subjects such as customer service, handling domestic violence phone calls, bomb threats, etc.

Last year, 6 full time dispatchers received a 40 hour course in handling all types of E911 calls with the assistance of this grant.

I am requesting the the Budget and Finance SubCommittee recommend to the full City Council that these grants be accepted as they are vital to the operation of the Police Department. There is no cash match or "in-kind" match required for this grant. These awarded funds come from a tax on the monthly cellphone bills of Massachusetts residents.

Please contact me if you have any questions. Thank you.

Respectfully submitted,





The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
STATE 911 DEPARTMENT

1380 Bay Street, Building C - Taunton, MA 02780-1088  
Tel: 508-828-2911 - TTY: 508-828-4572 - Fax: 508-828-2585  
[www.mass.gov/e911](http://www.mass.gov/e911)



**DEVAL L. PATRICK**  
Governor

**MARY ELIZABETH HEFFERNAN**  
Secretary of Public Safety  
and Security

**TIMOTHY P. MURRAY**  
Lieutenant Governor

**FRANK POZNIAK**  
Executive Director

August 11, 2010

Chief Michael W. Lane  
Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

Dear Chief Lane:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY2011 State 911 Department Training Grant program.

For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is **August 11, 2010** and will run through June 30, 2011. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2011.

We have made the reimbursement request forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to the reimbursement process, please contact Michelle Hallahan at 508-821-7216.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911deptgrants@state.ma.us](mailto:911deptgrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2011.

Sincerely,

Frank P. Pozniak  
Executive Director

cc: State 911 Department FY 2011 Training Grant File



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



**DEVAL L. PATRICK**  
Governor

**MARY ELIZABETH HEFFERNAN**  
Secretary of Public Safety  
and Security

**TIMOTHY P. MURRAY**  
Lieutenant Governor

**FRANK POZNIAK**  
Executive Director

August 10, 2010

Chief Michael W. Lane  
Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

Dear Chief Lane:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2011 State 911 Department Support and Incentive Grant program.

For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is **August 10, 2010** and will run through June 30, 2011. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2011.

We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us).

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY 2011 Support and Incentive Grant File



# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For Instructions and hyperlinks (italics), please view this form at: [www.mass.gov/osc](http://www.mass.gov/osc) under *Guidance For Vendors - Forms* or at [www.mass.gov/osd](http://www.mass.gov/osd) under *OSD Forms*.

→ Contractor Legal Name (and d/b/a): CITY OF GLOUCESTER		Department MMARS Alpha Code and Name: State 911 Department/EPS	
→ Legal Address (from W-9): 9 DALE AVE		Business Mailing Address: 1380 Bay Street Bldg. C Taunton, MA 02780	
→ Payment Remittance Address (from W-9): 9 DALE AVE, GLOUCESTER, MA 01930		Billing Address (if different):	
→ Contract Manager: MICHAEL W. LANE, CHIEF OF POLICE		Contract Manager: Marilyn Godfrey	
→ E-Mail Address: MLANE@GLOUCESTER-MA.GOV	→ Phone: 978-281-9775	E-Mail Address: 911DeptGrants@state.ma.us	Phone: (508) 821-7299
→ Fax: 978-282-3026	→ TTY:	Fax: (508) 828-2585	TTY: (508) 828-4572
→ State of Incorporation (if a corporation) or "N/A": N/A		MMARS Doc ID(s): CT EPS GRNT	
→ Vendor Code: VC6000192096		RFR/Procurement or Other ID Number (if applicable): Training Grant	
MMARS Object Code: P01		Account(s) Funding Contract: 8000-0911	

## X NEW CONTRACT

**COMPENSATION** (Check only one):

Total Maximum Obligation of this Contract \$ 10,987.00

Rate Contract (Attach details of rate(s) units and any calculations):

The following **COMMONWEALTH TERMS AND CONDITIONS** for this Contract has been executed and filed with CTR (Check only one):

Commonwealth Terms And Conditions

Commonwealth Terms And Conditions For Human And Social Services

**PROCUREMENT OR EXCEPTION TYPE** (Check one option only):

Single Department Procurement/Single Department User Contract

Single Department Procurement/Multiple Department User Contract

Multiple Department Procurement/Limited Department User Contract

Statewide Contract (OSD or an OSD-designated Department)

Grant (as defined by 815 CMR 2.00)

Emergency Contract (attach justification)

Contract Employee (Complete *Employment Status Form*)

Collective Purchase (attach OSD approval)

Legislative/Legal Exemption (attach authorizing language)

Other (Specify and attach documentation):

**ANTICIPATED START DATE:** 8-11-10 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)

**CONTRACT END DATE:** 06/30/2011

## CONTRACT AMENDMENT/RENEWAL

ENTER **CURRENT CONTRACT START and END DATES** (prior to amendment)

Current Start Date: \_\_\_\_\_ Current End Date: \_\_\_\_\_

**COMPENSATION:** (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)

NO Compensation Change (Skip to "OTHER" section below and select change)

Redistribute Budget Line Items (No Maximum Obligation Change)

Maximum Obligation Change

a) **Current Total Contract Maximum Obligation:** \$ \_\_\_\_\_  
(Total Contract Maximum Obligation, including all prior amendments)

b) **Amendment Amount ("+" or "-"):** \$ \_\_\_\_\_

c) **NEW TOTAL CONTRACT MAXIMUM OBLIGATION:** \$ \_\_\_\_\_

Rate Changes to Rate Contract

**OTHER:** (Check option, explain under "Brief Description" below, and attach documentation.)

Amend Duration Only (No Compensation or Performance Change)

Amend Scope of Services/Performance Only (no budget impact)

Interim Contract (Temporary Extension to complete new Procurement)

Other: (Describe Details and Attach documentation):

**ANTICIPATED START DATE:** \_\_\_\_\_ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)

**NEW CONTRACT END DATE:** \_\_\_\_\_

→ **PROMPT PAYMENT DISCOUNTS:** Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*.

% Within 10 Days  % Within 15 Days  % Within 20 Days  % Within 30 Days OR, Check off the following if:

Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT** (Reference to attachments is insufficient):

For reimbursement, under the State 911 Department Training Grant Program, of training related costs associated with the 9-1-1 system per grant guidelines and response as submitted by Grantee. (Please see attached grant documents.)

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached *Contractor Certifications*, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at [www.mass.gov/osc](http://www.mass.gov/osc) under *Guidance For Vendors - Forms* or at [www.mass.gov/osd](http://www.mass.gov/osd) under *OSD Forms*, the terms of the attached *Instructions*, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT** (Check one option only):

1.  the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR

2.  any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

→ X: Chief Michael W. Lane Date: 7-14-10  
(Signature and Date Must Be Handwritten At Time of Signature)

→ Print Name: Michael W. Lane

→ Print Title: Chief of Police

**AUTHORIZING SIGNATURE FOR THE DEPARTMENT:**

X: Frank Pozniak Date: 7/14/10  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

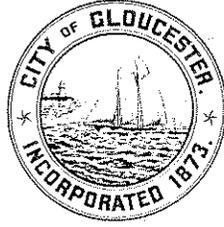
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This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the *Executive Office for Administration and Finance (ANF)*, the *Office of the Comptroller (CTR)* and the *Operational Services Division (OSD)* for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For instructions and hyperlinks (italics), please view this form at: [www.mass.gov/osc](http://www.mass.gov/osc) under *Guidance For Vendors - Forms* or at [www.mass.gov/osd](http://www.mass.gov/osd) under *OSD Forms*.

→ <b>Contractor Legal Name</b> (and d/b/a): CITY OF GLOUCESTER → <b>Legal Address</b> (from W-9): 9 DALE AVE → <b>Payment Remittance Address</b> (from W-9): 9 DALE AVE, GLOUCESTER, MA 01930 → <b>Contract Manager</b> : MICHAEL W LANE, CHIEF OF POLICE → <b>E-Mail Address</b> : MLANE@GLOUCESTER-MA.GOV      → <b>Phone</b> : 978-281-9775 → <b>Fax</b> : 978-282-3026      → <b>TTY</b> : → <b>State of Incorporation</b> (if a corporation) or "N/A": N/A → <b>Vendor Code</b> : <u>VC6000192096</u> <b>MMARS Object Code</b> : P01	<b>Department MMARS Alpha Code and Name</b> : State 911 Department- EPS <b>Business Mailing Address</b> : 1380 Bay Street Bldg. C Taunton, MA 02780 <b>Billing Address</b> (if different): <b>Contract Manager</b> : Marilyn Godfrey <b>E-Mail Address</b> : 911DeptGrants@state.ma.us <b>Phone</b> : (508) 821-7299 <b>Fax</b> : (508) 828-2585 <b>TTY</b> : (508) 828-4572 <b>MMARS Doc ID(s)</b> : CT EPS SUPG <b>RFR/Procurement or Other ID Number</b> (if applicable): S & I Grant <b>Account(s) Funding Contract</b> : 8000-0911
<p style="text-align: center;"><u>  X  </u> <b>NEW CONTRACT</b></p> <b>COMPENSATION</b> (Check only one): <u>  X  </u> Total <b>Maximum Obligation</b> of this Contract \$ <u>61,795<sup>00</sup></u> <u>    </u> <b>Rate Contract</b> (Attach details of rate(s) units and any calculations): The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> for this Contract has been executed and filed with CTR (Check only one): <u>  X  </u> Commonwealth Terms And Conditions <u>    </u> Commonwealth Terms And Conditions For Human And Social Services <b>PROCUREMENT OR EXCEPTION TYPE</b> (Check one option only): <u>    </u> Single Department Procurement/Single Department User Contract <u>    </u> Single Department Procurement/Multiple Department User Contract <u>    </u> Multiple Department Procurement/Limited Department User Contract <u>    </u> Statewide Contract (OSD or an OSD-designated Department) <u>  X  </u> Grant (as defined by <i>815 CMR 2.00</i> ) <u>    </u> Emergency Contract (attach justification) <u>    </u> Contract Employee (Complete <i>Employment Status Form</i> ) <u>    </u> Collective Purchase (attach OSD approval) <u>    </u> Legislative/Legal Exemption (attach authorizing language) <u>    </u> Other (Specify and attach documentation): <b>ANTICIPATED START DATE</b> : <u>8-10-10</u> (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.) <b>CONTRACT END DATE</b> : <u>06/30/2011</u>	<p style="text-align: center;"><u>    </u> <b>CONTRACT AMENDMENT/RENEWAL</b></p> ENTER <b>CURRENT CONTRACT START and END DATES</b> (prior to amendment) Current Start Date: _____ Current End Date: _____ <b>COMPENSATION</b> : (Check Either, "No Compensation Change", "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.) <u>    </u> NO Compensation Change (Skip to "OTHER" section below and select change) <u>    </u> Redistribute Budget Line Items (No Maximum Obligation Change) <u>    </u> Maximum Obligation Change. a) <b>Current Total Contract Maximum Obligation</b> : \$ _____ (Total Contract Maximum Obligation, including all prior amendments). b) <b>Amendment Amount</b> ("+" or "-"): \$ _____ c) <b>NEW TOTAL CONTRACT MAXIMUM OBLIGATION</b> : \$ _____ <u>    </u> Rate Changes to Rate Contract <b>OTHER</b> : (Check option, explain under "Brief Description" below, and attach documentation.) <u>    </u> Amend Duration Only (No Compensation or Performance Change) <u>    </u> Amend Scope of Services/Performance Only (no budget impact.) <u>    </u> Interim Contract (Temporary Extension to complete new Procurement) <u>    </u> Other: (Describe Details and Attach documentation): <b>ANTICIPATED START DATE</b> : _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.) <b>NEW CONTRACT END DATE</b> : _____
→ <b>PROMPT PAYMENT DISCOUNTS</b> . Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See <i>Prompt Payment Discount Policy</i> : <u>    </u> % Within 10 Days <u>    </u> % Within 15 Days <u>    </u> % Within 20 Days <u>    </u> % Within 30 Days    OR, Check off the following if: <u>  X  </u> Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT</b> (Reference to attachments is insufficient): For disbursement of funds under the State 911 Department PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.	
<b>CERTIFICATIONS</b> : Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date required under the attached <i>Contractor Certifications</i> , and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at <a href="http://www.mass.gov/osc">www.mass.gov/osc</a> under <i>Guidance For Vendors - Forms</i> or at <a href="http://www.mass.gov/osd">www.mass.gov/osd</a> under <i>OSD Forms</i> , the terms of the attached <i>Instructions</i> , the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. <b>THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):</b> 1. <u>  X  </u> the Contractor has NOT incurred any obligations triggering a payment obligation for dates <i>prior</i> to the Effective Date of this Contract or Amendment; OR 2. <u>    </u> any obligations incurred by the Contractor <i>prior</i> to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final <b>Settlement and Release</b> of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR</b> : → X: <u>Chief Michael W Lane</u> Date: <u>7-14-10</u> (Signature and Date Must Be Handwritten At Time of Signature) → Print Name: <u>Michael W. Lane</u> → Print Title: <u>Chief of Police</u>	<b>AUTHORIZING SIGNATURE FOR THE DEPARTMENT</b> X: <u>Frank Pozniak</u> Date: <u>8/10/10</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>

received 8/26/10  
B&F

Public Works  
28 Poplar Street  
Gloucester, MA 01930



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mhale@gloucester-ma.gov

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

To: Jim Duggan, Chief Administrative Officer  
From: Michael B. Hale, Director of Public Works  
Re: MSBA "Green Repair" Grant Program  
Date: August 26, 2010

The Department of Public Works and the School Department would like to explore the Massachusetts School Building Authority "Green Repair" Grant Program. The purpose of the Green Repair Program is to help municipalities and districts fix leaky roofs, drafty windows, and boiler failures to improve teaching and learning conditions in local schools and to help save money over the long term on energy costs. Preliminary capital needs for the repair or replacement of roofs, windows, and boilers in the Gloucester school buildings is approximately ten million dollars.

I respectfully request this matter be referred to the City Council for appropriate action. I will be available to provide any further information that may be required.

Thank you

Cc: J. Hardy, City Council President  
Budget & Finance Committee (S. Curcuru, P. McGeary, J. Hardy)

received @ 8/26/10 B&F for referral out by  
City Council 8/31/10 to return to B&F 9/9/10.

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jtowne@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

TO: City Council

FROM: Jeffrey C. Towne, CFO *JCT*

DATE: August 31, 2010

RE: Establishment of Talbot Rink Enterprise Fund, G.L. c. 44, §53F1/2

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The MOU recently signed with the School Department on August 4, 2010 calls for the establishment of a "revolving fund" to which all rink revenue shall be deposited and from which all rink expenses shall be withdrawn. It is the Administration's recommendation that a formal enterprise fund be established in order to establish the proper accounting for all financial transactions related to the operation and maintenance of the Talbot Rink. By establishing an enterprise fund the City Council will also be able to adopt an annual budget for the same purposes.

Please refer this matter to the Budget and Finance subcommittee for review and approval. The City Auditor, Kenny Costa is in agreement with this recommendation.

*received @  
City Council  
8/31/10*

*referred to P&D*

City Hall Annex  
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CITY OF GLOUCESTER  
COMMUNITY DEVELOPMENT DEPARTMENT

RECEIVED

AUG 18 2010

Mayor's Office

MEMORANDUM

TO: Mayor Carolyn Kirk  
FROM: Sarah Garcia, Community Development Director *Sarah Garcia*  
RE: HUD Sustainable Communities Challenge Grant  
DATE: August 13, 2010

The Department of Housing and Urban Development (HUD) has announced \$100 million in funding for grant programs that include a Sustainable Communities Challenge Grant. The purpose of the grant is to assist communities with creating integrated, sustainable development. The applications will be reviewed not only by HUD, but also by the U.S. Department of Transportation and the Environmental Protection Agency.

With a clear city center, Gloucester already has the bones of the sustainable communities that these grants are designed to encourage. The City has recently completed several targeted plans including the Economic Development Plan, the Facilities Capital Management Report, the 5-Year Consolidated Plan, and the Open Space Plan. The Sustainable Communities Challenge Grant is designed to allow the community to look at how to integrate and advance these targeted needs and recommended actions.

Our goal is to develop a plan to encourage someone to get off the train, go to Good Harbor Beach or Stage Fort Park, come back to downtown for dinner and a stroll along the waterfront, and then go home. Not only would this provide a phenomenal boost to the downtown, it will strengthen linkages between marine-based industries (in Gloucester) and major institutions of research (in Boston and Cambridge.)

The other goal is to develop the water transportation links: to the passengers coming in by cruise ship, for harbor shuttle support for commercial redevelopment opportunities on the water, and for facilities for transient boaters coming into the City.

The grant application is due August 23, 2010. Please forward our request to City Council so that they may initiate their review. By the end of next week, we will have drafted the specific scope and budget for the grant, so that it will be available for the subcommittee review. We are able to provide the required local matching funds from in-kind services and other grant sources so there is no requested obligation from the General Fund.