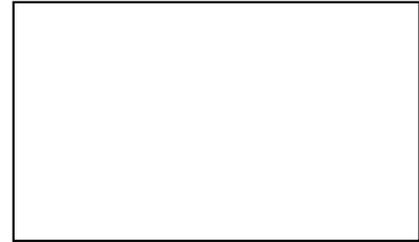




GLOUCESTER CITY COUNCIL CALENDAR OF BUSINESS
TUESDAY, August 12, 2014
7:00 P.M.
KYROUZ AUDITORIUM, CITY HALL
COUNCIL MEETING #2014-014



FLAG SALUTE & MOMENT OF SILENCE

ORAL COMMUNICATIONS

PRESENTATIONS/COMMENDATIONS

Introduction of Deborah Kelsey – Sawyer Free Library Director

CONFIRMATION OF NEW APPOINTMENTS

Salvatore Di Stefano, Sr. Chief Administrative Officer TTE 02/14/15

CONSENT AGENDA

ACTION

• **CONFIRMATION OF REAPPOINTMENTS**

• **MAYOR'S REPORT**

1. Report and Recommendation from the Gloucester Poet Laureate's Selection Panel for appointment of Peter Todd, Poet Laureate (Refer O&A)
2. Supplemental Appropriation-Budgetary Request (#2015-SA-3) from the CFO/Auditor's Office (Refer B&F)
3. Memorandum from Fire Chief requesting permission for reimbursement from FY15 funds to Firefighter Theodore Bazdanes for personal item damaged while performing his duties during FY14 (Refer B&F)
4. Memorandum, Grant Application and Checklist from Public Health Director re: acceptance of a Public Health Emergency Preparedness (PHEP) Grant in the amount of \$170,645 from Mass Dept. of Public Health, Emergency Preparedness Bureau (Refer B&F)
5. Memorandum, Grant Application and Checklist from Public Health Director re: acceptance of a PHEP Grant in the amount of \$13,340 from Mass Dept. of Public Health, Emergency Preparedness Bureau (Refer B&F)
6. Memorandum, Grant Application and Checklist from Harbormaster re: acceptance of a Dept. of Conservation and Recreation Grant in the amount of \$24,750 for security lighting at the Dun Fudgin Boat Ramp (Refer B&F)
7. Memorandum, Grant Application and Checklist from Harbormaster re: acceptance of a Clean Vessel Act Grant in the amount of \$9,500 from the Mass Division of Marine Fisheries (Refer B&F)
8. Special Budgetary Transfer Request (#2015-SBT-3) from the Community Development Department (Refer B&F)
9. Request for acceptance of a \$2,000 donation from Gloucester resident re: DPW employees (Refer B&F)

• **COMMUNICATIONS/INVITATIONS**

• **INFORMATION ONLY**

1. Memorandum from Mayor re: Death in Family and appointment of Salvatore Di Stefano, Sr. – Chief Administrative Officer (Info Only)
2. Get Fit Gloucester ! Mass in Motion 2013 Community Report (Info Only)
3. Invitation from the Downtown Development Commission for August 15, 2014 re: Y Clean Team Appreciation (Info Only)

• **APPLICATIONS/PETITIONS**

• **COUNCILLORS ORDERS**

1. CC2014-032(LeBlanc) Amend GCO Chapter 22 "Traffic" Sec. 22-270.1 "Resident Sticker Parking Only" by adding a definition of "resident parking sticker" and by adding the areas listed in Sec. 22.270.1 to Sec. 22-176(b) "Penalties for parking violations-in beach district" (Refer O&A & TC)
2. CC2014-033(Cox) Amend GCO Chapter 22 "Traffic" Sec. 22-284 "Service or loading zones" re: overnight parking (Refer O&A & TC)
3. CC2014-034(McGeary) Whether the City Council wishes to petition the state to lower the speed limit on Brightside Avenue to 20 miles per hour (Refer to TC & FCV 08/26/14)
4. CC2014-035(McGeary, Theken, Verga, Cox, Fonvielle, LeBlanc, Lundberg, Hardy) Amend the Gloucester Code of Ordinances Chapter 14 by adding Article III "Sex Offender Residency Ordinance" (Refer O&A)

• **APPROVAL OF MINUTES FROM PREVIOUS COUNCIL AND STANDING COMMITTEE MEETINGS**

1. City Council Meeting July 22, 2014 (Approve/File)
2. Standing Committee Meetings: B&F 08/07/14 (under separate cover), O&A 08/04/14, P&D 08/06/14 (under separate cover) (Approve/File)

STANDING COMMITTEE REPORTS

B&F 08/07/14, O&A 08/04/14, P&D 08/06/14

ACTION

SCHEDULED PUBLIC HEARING

1. PH2014-055: Amend GCO Chapter 22, Sec. 22-284 "Service or loading zones" and Sec. 22-291 "Tow-away zones" re: Pleasant Street #27
2. PH2014-056: Amend GCO Chapter 22, Sec. 22-270 "Parking prohibited at all times" re: Emerson Avenue
3. PH2014-057: Amend GCO Chapter 22, Sec. 22-265 "Turning movements-Generally," Sec. 22-159 "Same-Between certain hours and on certain days," Sec. 22-270 "Parking prohibited all times," Sec. 22-283 "Bus stops and taxi stands" relative to plans for changing traffic patterns and parking in the area of St. Ann's School.
4. PH2014-058: Amend GCO Article I, Chapter 14 "Offenses and Miscellaneous Provisions" by adding a new section and amend Chapter 1 General Provisions, Sec. 1-15 "Penalty for violation for certain specified sections of Code" re: Synthetic Drugs
5. PH2014-059: Loan Order #2014-009: Loan authorization in the amount of \$500,000 re: Annisquam Woods

FOR COUNCIL VOTE

1. Warrant for Primary State Election September 9, 2014 (Approve)

UNFINISHED BUSINESS

INDIVIDUAL COUNCILLOR'S DISCUSSION INCLUDING REPORTS BY APPOINTED COUNCILLORS TO COMMITTEES

COUNCILLOR'S REQUESTS TO THE MAYOR

ROLL CALL – Councillor

Greg Verga

Linda T. Lowe, City Clerk

Meeting dates are subject to change. Check with City Clerk's Office.

NEXT REGULAR CITY COUNCIL MEETING, August 26, 2014

Minutes filed in City Clerk's Office of other Boards and Commissions July 19, 2014 through August 7, 2014:

City Hall Restoration Commission 07/14/14, Clean Energy Commission 05/22/14, Community Preservation Committee 06/17/14, Fisheries Commission 01-16-14, 02/20/14, 03/20/14, Licensing Board 01/14/14, 02/11/14, 03/11/14, 04/08/14, 05/13/14, 06/10/14, 07/15/14, Traffic Commission 07/24/14, West Parish Interior Sub Committee 06/19/14, 06/25/14

NOTE: The Council President may rearrange the Order of Business in the interest of public convenience.

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

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

14 AUG -4 AM 11:24
CITY CLERK
GLOUCESTER, MA

TO: City Council
FROM: Carolyn A. Kirk, Mayor
DATE: July 24, 2014
RE: Mayor's Report for the August 12, 2014 City Council Meeting

Councillors:

Matters requiring your attention and action are as follows:

I am pleased to forward the Report and Recommendation from the Gloucester Poet Laureate Selection Panel (**Enclosure 1**) to you. Based upon the Selection Panel's recommendation, I am requesting that the City Council approve the appointment of Peter Todd as the next Gloucester Poet Laureate. *Please refer this matter to the **Ordinance and Administration** subcommittee for review and approval.*

Enclosure 2 is a Supplemental Appropriation-Budgetary Request (**#2015-SA-3**) from the CFO/Auditor's Office. *Please refer #2015-SA-3 to the **Budget and Finance** subcommittee for review and approval.* Appropriate City staff will be available to answer questions and provide further information as required.

Enclosure 3 is a memorandum from Fire Chief Eric Smith requesting permission to reimburse FF Theodore Bazdanes for a personal item damaged while performing his duties during FY2014. Chief Smith is requesting approval to reimburse the expense with FY2015 funds. *Please refer this matter to the **Budget and Finance** subcommittee for review and approval.* Chief Smith, or his designee, will be available to answer questions and provide further information as required.

Enclosure 4 is a memorandum and Grant Application and Checklist from Public Health Director Noreen Burke requesting City Council acceptance of a Public Health Emergency Preparedness (PHEP) Grant in the amount of \$170,645 from the Massachusetts Department of Public Health, Emergency Preparedness Bureau. *Please refer this matter to the **Budget and Finance** subcommittee for review and approval.* Noreen Burke, or her designee, will be available to answer questions and provide further information as required.

Enclosure 5 is a memorandum and Grant Application and Checklist from Public Health Director Noreen Burke requesting City Council acceptance of a Public Health Emergency Preparedness (PHEP) Grant in the amount of \$13,340 from the Massachusetts Department of Public Health, Emergency Preparedness Bureau. *Please refer this matter to the **Budget and Finance** subcommittee for review and approval.* Noreen Burke, or her designee, will be available to answer questions and provide further information as required.

Enclosure 6 is a memorandum and Grant Application and Checklist from Harbormaster Jim Caulkett regarding a Department of Conservation and Recreation grant in the amount of \$24,750 for security lighting at the Dun Fudgin Boat Ramp. *Please refer this matter to the **Budget and Finance** subcommittee for review and approval.* Jim Caulkett will be available to answer questions and provide further information as required.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

Enclosure 7 is a memorandum and Grant Application and Checklist from Harbormaster Jim Caulkett regarding a Clean Vessel Act Grant in the amount of \$9,500 from the Massachusetts Division of Marine Fisheries. *Please refer this matter to the **Budget and Finance** subcommittee for review and approval.* Jim Caulkett will be available to answer questions and provide further information as required.

Enclosure 8 is a Special Budgetary Transfer Request (**#2015-SBT-3**) from the Community Development Department. *Please refer **#2015-SBT-3** to the **Budget and Finance** subcommittee for review and approval.* Appropriate City staff will be available to answer questions and provide further information as required.

Enclosure 9 is a donation in the amount of \$2,000 from Gloucester resident William Taylor. Mr. Taylor wishes to recognize the hard work of the Department of Public Works by making this donation for a party to be organized at the discretion of the DPW Director in honor of all the DPW employees. We are requesting City Council acceptance of this generous donation. *Please refer this matter to the **Budget and Finance** subcommittee for review and approval.*

ENCLOSURE 1

Gloucester Committee for the Arts

July 24, 2014

RECEIVED

JUL 24 2014

Mayor's Office

Mayor Carolyn Kirk
9 Dale Avenue
Gloucester City Hall
Gloucester, MA 01930

RE: Gloucester Poet Laureate

Dear Mayor Kirk,

The Committee for the Arts is pleased to forward to you our recommendation of Peter Todd to be the next Gloucester Poet Laureate. Enclosed is the recommendation from the Selection Panel describing their process and summarizing the reasons for the Panel's unanimous support for Peter's application. The Committee for the Arts voted at our meeting on July 16th to accept the recommendation and to forward it to you, with appreciation for all who applied and the members of the Selection Panel.

In accordance with the City Ordinance governing the selection process, please forward this recommendation to the City Council for their action.

Thank you.



Dale Brown
Gloucester Committee for the Arts

Recommendation to the Committee for the Arts

2014 Gloucester Poet Laureate Selection Panel

The Gloucester Poet Laureate Selection Panel is pleased to forward to the Gloucester Committee for the Arts our recommendation of Peter Todd to be appointed as the next Gloucester Poet Laureate. Peter brings a particular passion for Gloucester which he expresses at every opportunity through his poetry. His poetry is widely disseminated, through his readings at countless public events, as well as through online media. In meeting with the Selection Panel, Peter conveyed the depth of his experiences in Gloucester throughout his life. He has stories to tell about Gloucester and its people and its history – and he is eager to share them. The Panel hopes that as Poet Laureate, Peter will have more opportunities to share his poetry and his stories.

The Selection Panel met on two occasions to consider the four applications received for the 2014 Gloucester Poet Laureate appointment. At our first meeting on June 5, 2014, the Panel discussed each of the applications and concluded we were not ready to make a final recommendation. We asked each of two finalists, Tige Quintina and Peter Todd, to meet with the panel to discuss their poetry and their approach to the role of Poet Laureate. Those interviews were held on June 26, 2014. Both candidates clearly expressed their passion for poetry and their long experience in writing. Peter received the unanimous support of the panel in response to his deep history with the community and his practice of bringing poetry to the community. We believe he can make a real contribution in highlighting how poetry can be part of our civic life and part of all our individual lives.

We appreciated this opportunity to learn more about some of the poets in our community and to hear their ideas about how to promote awareness and writing of poetry throughout the community.

Members of the Selection Panel include:

Paul McGeary, appointed by the City Council

Angelo Zakas, appointed by the Mayor

Rufus Collinson, current Gloucester Poet Laureate, from the local literary community

Amanda Cook, from the local literary community

Dale Brown, representative from the Gloucester Committee for the Arts

July 15, 2014

Sec. 2-514. Poet laureate established.

- (a) The city shall designate a poet as the official poet laureate of the city. The poet laureate shall be designated by the mayor and confirmed by the city council. A poet laureate selection committee shall review applications and make a recommendation to the mayor for the designation. The committee shall be comprised of the following:
 - (1) One member of the committee for the arts.
 - (2) The mayor or one representative appointed by the mayor.
 - (3) A member of city council or one representative appointed by the city council.
 - (4) Two members chosen by the committee for the arts who have a demonstrated substantial expertise and knowledge of poetry and reside in the city.
- (b) The committee for the arts shall set forth the criteria for the selection of the poet laureate to the selection committee.
- (c) The selection committee will then review the applications and make a recommendation to the committee for the arts for the poet laureate candidates.
- (d) The committee for the arts shall forward the selection committee's recommendation for the position to the mayor for appointment with approval by the city council.
- (e) The responsibilities of the poet laureate shall be established by the committee for the arts and may include, but not be limited to, providing public poetry readings, encouraging poetry appreciation within the city, and composing and publishing poems. The poet laureate shall be an honorary title and shall not receive any monetary compensation from the city.
- (f) The committee for the arts shall assist and support the poet laureate whenever possible and both parties should meet on an annual basis.
- (g) The poet laureate shall be a domiciled resident of the city and shall serve a four-year term.

(Ord. of 12-15-2009(01))

ENCLOSURE 2

City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2015

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

APPROPRIATION # 2015-SA- 3 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: _____ CFO/Auditor's Office

APPROPRIATION AMOUNT: \$ 200,000.00

Account to appropriate from:

<i>Unifund Account #</i>	<u>850000.10.995.59600.0000.00.000.00.059</u>
<i>Account Description</i>	<u>CP Stabilization Fund, Trans. Out - to Trust & Ag</u>
Balance Before Appropriation	\$ <u>246,498.19</u>
Balance After Appropriation	\$ <u>46,498.19</u>

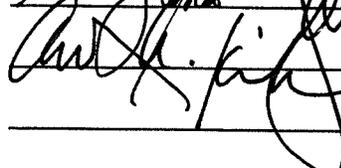
Account Receiving Appropriation:

<i>Unifund Account #</i>	<u>850005.10.995.49700.0000.00.000.00.040</u>
<i>Account Description</i>	<u>Integrated Financial Sys CP Stab. Fund, Trans In - Fr Trust</u>
Balance Before Appropriation	\$ <u>-</u>
Balance After Appropriation	\$ <u>200,000.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriation from the Capital Projects Stabilization Fund for the
purchase and conversion of a new Integrated Financial Records
Software System.

APPROVALS:

DEPT. HEAD:  DATE: 7/24/14

ADMINISTRATION:  DATE: 8/3/14

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

ENCLOSURE 3



CITY OF GLOUCESTER
OFFICE OF THE FIRE DEPARTMENT

MEMORANDUM

To: Mayor Kirk

From: Eric Smith, Fire Chief

Date: July 22, 2014

Re: Request for permission to reimburse Theodore Bazdanes for personal items damaged while on duty last fiscal year with this fiscal year's budget.

I am submitting this request to reimburse Theodore Bazdanes for personal item damaged while performing his duties as a firefighter. This was done towards the end of last fiscal year and was submitted to me after the last warrant was processed.



CREDIT CARD (...4300)

Posted Activity

Statement Ending Jun 11, 2014 ▾

<u>Trans Date</u>	<u>Post Date</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>
<input type="checkbox"/> 06/11/2014	06/11/2014	Fee	[REDACTED]	\$69.81
<input type="checkbox"/> 06/10/2014	06/11/2014	Sale	[REDACTED]	\$22.17
<input type="checkbox"/> 06/07/2014	06/09/2014	Sale	[REDACTED]	\$129.99
<input type="checkbox"/> 06/07/2014	06/09/2014	Sale	[REDACTED]	\$4.90
<input type="checkbox"/> 06/07/2014	06/09/2014	Sale	[REDACTED]	\$25.53
<input type="checkbox"/> 06/07/2014	06/08/2014	Return	[REDACTED]	-\$30.79
<input type="checkbox"/> 06/07/2014	06/08/2014	Sale	[REDACTED]	\$27.79
<input type="checkbox"/> 06/07/2014	06/08/2014	Payment	[REDACTED]	-\$100.00
<input type="checkbox"/> 06/06/2014	06/08/2014	Sale	[REDACTED]	\$13.00
<input type="checkbox"/> 06/06/2014	06/08/2014	Sale	[REDACTED]	\$29.00
<input type="checkbox"/> 06/05/2014	06/06/2014	Sale	[REDACTED]	\$62.00
<input type="checkbox"/> 05/31/2014	06/05/2014	Sale	MACY'S EAST #0034	\$250.94
<input type="checkbox"/> 05/30/2014	05/30/2014	Sale	[REDACTED]	\$35.60
<input type="checkbox"/> 05/30/2014	06/01/2014	Sale	[REDACTED]	\$81.00
<input type="checkbox"/> 05/30/2014	06/01/2014	Sale	[REDACTED]	\$10.59
<input type="checkbox"/> 05/28/2014	05/29/2014	Sale	[REDACTED]	\$39.16
<input type="checkbox"/> 05/21/2014	05/23/2014	Return	[REDACTED]	-\$19.06
<input type="checkbox"/> 05/21/2014	05/23/2014	Sale	[REDACTED]	\$286.55
<input type="checkbox"/> 05/21/2014	05/22/2014	Sale	[REDACTED]	\$35.00
<input type="checkbox"/> 05/17/2014	05/19/2014	Return	[REDACTED]	-\$27.01
<input type="checkbox"/> 05/17/2014	05/19/2014	Sale	[REDACTED]	\$197.08
<input type="checkbox"/> 05/17/2014	05/19/2014	Sale	[REDACTED]	\$93.00
<input type="checkbox"/> 05/14/2014	05/15/2014	Sale	[REDACTED]	\$60.00
<input type="checkbox"/> 05/14/2014	05/16/2014	Sale	[REDACTED]	\$23.27

INCLUDE WITH
MERCHANDISE

Macy's
North Shore Mall
210 Andover St.
Peabody, MA 01960
978-531-3800



R4151034004940477108

034-0049-4046
10602994 0049 5:15 PM 5/31/2014

THEODORE
BAZDANES
PICK-UP 06/04/14
978-500-0449

THEODORE BAZDANES
62 WOODMAN ST
GLOUCESTER, MA 01930

Event Start Date 06/04/14
Event PRESAL

PRE-SALE DEPOSIT

Deposit: Refundable	20.00
14/7	
Macy's Gift Card	20.00
0100TH00 659136620695620 S	
Gift Card Number	659136620695620
Remaining Value	\$0.00

This gift card does not expire and no fees are imposed

034-0049-4047
10602994 0049 5:15 PM 5/31/2014

PRE-SALE PURCHASE

BETTER WATCH	255.00
042429503823 278/25	
Descr: MARINE M W BR BL D/D	
D/C/V/S: 278/25/822/09613	0
Orig 425.00 Today's Price 340.00	
25% Coupon	
CRL XXXXXXXXX2591	
6.250% MA RGLR Tax	15.94
Total	270.94
Gift Card Deposit	20.00-
Visa	250.94
THEODORE BAZDANES	
03676B XXXX XXXXXXXXXXXX4300 S	

CUSTOMER:
TED BAZDANES

Total Coupon Savings is \$85.00
Your Total Savings is \$170.00

ENCLOSURE 4

Health Department
3 Pond Road, City Hall Annex
Gloucester, Massachusetts 01930
PHONE: 978-281-9771 · Fax: 978-281-9729
EMAIL: healthdept@gloucester-ma.gov
WEBSITE: www.gloucester-ma.gov



Public Health
Prevent. Promote. Protect.



CITY OF GLOUCESTER

MEMO

To: MAYOR CAROLYN A. KIRK & CITY COUNCIL PRESIDENT
From: NOREEN BURKE, PUBLIC HEALTH DIRECTOR
Date: July 11, 2014
Subject: AMMENDMENT TO STANDARD CONTRACT- PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) GRANT~ 2014/2015

Dear Mayor Kirk and City Council President,

The City Health Department is happy to offer for City Council for approval, an accepted, executed grant award in the amount of **\$170,645** from the Massachusetts Department of Public Health,(MDPH), Emergency Preparedness Bureau,(EPB).

The purpose of the grant is to provide funding to the North Shore/ Cape Ann regional public health emergency preparedness and response activities which includes:

- Meeting all Federal and State emergency preparedness grant deliverables.
- Updating all communities' Emergency Dispensing Site plans annually.
- Scoring all communities' EDS plans with CDC's TAR scoring tool.
- Implementing and drilling various aspects of plans and emergency preparedness.
- Completing After Action and Corrective Action Reports on all drilling and training exercises.
- Providing trainings for Coalition members and volunteers on various Emergency Preparedness topics.

Please feel free to contact me if your office has any further questions.

Respectfully

NOREEN BURKE
HEALTH DIRECTOR
Enc. GRANT COPY
Cc: File



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

Granting Authority: State ___ Federal ___ X Other _____

Name of Grant: Public Health Emergency Preparedness (PHEP) Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: Ensuring public health emergency preparedness and response activities throughout North Shore/Cape Ann.

Any match requirements: NO

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

Grant Budget by line item account: _____

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: Health (Public Health Emergency Preparedness)
 ACCOUNT NAME: Public Health Emergency Preparedness
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 292084
 CFDA # (Required for Federal Grants): 93.074
 DATE PREPARED: 7/17/2014

APPROVED
 AMENDED BUDGET
 (IF APPLICABLE)

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (45800)				
	\$ 170,645.00			\$170,645.00
				\$0.00
				\$0.00
Total:	\$170,645.00	\$0.00	\$0.00	\$170,645.00
EXPENSE (5)				
51000	\$64,940.25			\$64,940.25
51720	\$1,288.94			\$1,288.94
51740	\$32.24			\$32.24
51750	\$1,837.08			\$1,837.08
51840	\$934.50			\$934.50
51860	\$5,844.62			\$5,844.62
52002	\$39,570.00			\$39,570.00
52414	\$300.00			\$300.00
53401	\$26,064.43			\$26,064.43
53499	\$3,500.00			\$3,500.00
54000	\$300.00			\$300.00
54001	\$3,230.23			\$3,230.23
54203	\$0.00			\$0.00
57000	\$19,802.71			\$19,802.71
57100	\$3,000.00			\$3,000.00
57110				\$0.00
Total:	\$170,645.00	\$0.00	\$0.00	\$170,645.00

DEPARTMENT HEAD SIGNATURE

Mareen Burke

DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Public Health
 Office of Preparedness and Emergency Management
 250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK
 GOVERNOR
 JOHN W. POLANOWICZ
 SECRETARY
 CHERYL BARTLETT RN
 COMMISSIONER

Tel: 617-624-6088
 Fax: 617-624-5587
 www.mass.gov/dph

May 30, 2014

Noreen M. Burke, Director
 City of Gloucester Board of Health
 3 Pond Road
 Gloucester, MA 01930

**RE: Public Health Emergency Preparedness (PHEP) Grant
 Notice of Contract Award Amendment
 Host Agency – City of Gloucester - Region 3 - North Shore Cape Ann Emergency
 Preparedness Coalition**

Dear Ms. Burke;

The Massachusetts Department of Public Health (MDPH), Office of Preparedness and Emergency Management (OPEM) is pleased to provide funding to the City of Gloucester – Region 3 - North Shore Cape Ann Emergency Preparedness Coalition for the purpose of emergency preparedness and response activities for grant Budget Period 3 (BP3) of 7/1/2014 through 6/30/2015.

➤ **Your total BP3 PHEP award is \$170,645.** Funds will be released to you in quarterly payments. The initial payment of \$ 42,661.25 will be disbursed upon receipt of the CDC Notice of Grant Award and the necessary paperwork from your agency. Thereafter, the payment in each of the following 3 quarters will be \$42,661.25. The Host Agency is eligible to receive up to 15% of the awarded funds as needed for the fiscal, support, and administrative overhead costs associated with this grant. The distribution of funding is as follows:

	Coalition	Total
Base - PHEP	\$ 149,677	\$ 149,677
Base - State Match	\$ 7,886	\$ 7,886
CRI - PHEP	\$ 13,082	\$ 13,082
	<u>\$ 170,645</u>	<u>\$ 170,645</u>

Enclosed please find a Standard Contract Form Amendment for your review, completion and authorized signature. **Please return to the OPEM at the address below your signed Standard Contract Form Amendment along with the budget summary, budget linked to capability, proposed work plan, and a signed payment voucher** form in the amount of \$42,661.25. The contract form and payment voucher must have an original signature for processing. Once these forms are received by OPEM the payment voucher will be processed and the funds disbursed.

All disbursements are contingent upon satisfactory progress toward coalition completion of deliverables, funding and hiring of at least one (1) .5 FTE planner or coordinator to assist the coalition in completing deliverables and reporting requirements, and timely submission of all required reports.

This award is supported by federal funds (New CFDA #93.074) and therefore your Agency is required to adhere to the auditing requirements of Federal OMB Circular A-133. For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP3, and must be obligated by **June 30, 2015**.

Please return all requested documents to:

Massachusetts Department of Public Health
Office of Preparedness and Emergency Management
250 Washington Street, 1st floor
Boston, MA 02108
Attn: John Leahy, Contracts Manager

Please retain this letter on file. Any contract related questions regarding this matter should be directed to John Leahy, Contracts Manager at 617-994-9833.

Sincerely,



Mary E. Clark, JD, MPH
Director, Office of Preparedness and Emergency Management
Massachusetts Department of Public Health

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City Of Gloucester (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 9 Dale Ave Ste 9, Gloucester, MA 019303000		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Karin Carroll		Billing Address (if different):	
E-Mail: kcarroll@gloucester-ma.gov		Contract Manager: John Leahy	
Phone: 978-281-9771 Fax: 978-281-9729		E-Mail: John.J.Leahy@state.ma.us	
Contractor Vendor Code: VC6000192096		Phone: 617-994-9833 Fax: 617-624-5587	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF6208P01902414045	
		RFR/Procurement or Other ID Number: 902414	
<u>NEW CONTRACT</u>		<u>X CONTRACT AMENDMENT</u>	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 14</u> . Enter Amendment Amount: \$ <u>170,845.00</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u>1,881,159.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>Renewal or Extension Only</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 14</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u>___, 20 ___</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Paul McGeary</u> Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Paul McGeary</u> Print Title: <u>Acting Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Sharon Dyer</u> Date: <u>6/30/2014</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

RECEIVED
6/27/14

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF6208P01902414045

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

New Contract

This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.
Renewal

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
<i>Paul Mc Geary</i>	<i>Acting Mayor, Gloucester</i>

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

Paul Mc Geary
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

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

Title:

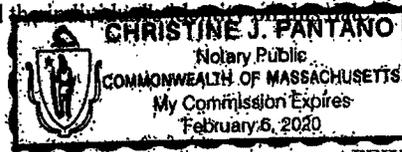
X *Paul McGonigley*

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

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

I, *Christine J. Pantano* (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the

June 12, 20*14*.
My commission expires on: *Feb. 6, 2020*



AFFIX NOTARY SEAL

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

_____, 20____.

AFFIX CORPORATE SEAL



OFFICE OF
PREPAREDNESS
AND EMERGENCY
MANAGEMENT

**Public Health Emergency Preparedness Cooperative Agreement
Budget Period 3
July 1, 2014 – June 30, 2015**

**EXECUTIVE SUMMARY
COALITION DELIVERABLES**

Purpose of Funding:

The Public Health Emergency Preparedness (PHEP) Cooperative Agreement provides technical assistance and resources that support local territorial and tribal public health departments in demonstrating measurable and sustainable progress toward achieving public health preparedness capabilities that promote prepared and resilient communities.

Key Components of the Coalition Deliverables:

- ❖ In an effort to maximize efficiency and resources, and minimize local burden, deliverables are focused at the Coalition level.
- ❖ OPEM has identified twelve of the fifteen PHEP Capabilities to build upon in BP3. Of those, coalitions will focus upon six: Community Preparedness; Emergency Operations Coordination; Information Sharing; Medical Countermeasure Dispensing; Public Health Surveillance and Epidemiological Investigation; and Volunteer Management. Depending on chosen coalition projects, other capabilities may be addressed.
- ❖ The coalition deliverables have been structured into six sections:
 - CDC PHEP Capabilities Development
 - This section includes deliverables which will allow coalitions to build upon PHEP capabilities that have been identified as priorities. Coalitions will develop and submit two coalition-level projects and host two trainings. Coalitions will also participate in Health and Medical Coordinating Coalition activities.
 - CDC PHEP Cooperative Agreement Annual Requirements
 - This section includes development of a multi-year training and exercise plan which is an annual requirement under the PHEP Cooperative Agreement.
 - MDPH Annual Requirements
 - This section includes deliverables which MDPH OPEM considers necessary for baseline coalition activities each year. These include maintenance and testing of emergency notification lists, coalition meetings, and submission of appropriate exercise documentation.
 - PAHPRA Benchmarks
 - The Pandemic and All Hazards Preparedness and Response Act (PAHPRA) includes several benchmarks; these have traditionally included annual drills and data collection for medical countermeasure dispensing activities. The CDC.

Technical Assistance Review (TAR) has been replaced with the Operational Readiness Review (ORR) in BP3; however, only the state and one local jurisdiction are required to complete the new tool. The PHEP BP3 Cooperative Agreement requires local data collection to demonstrate operational readiness in BP3. Additional guidance from the CDC regarding this requirement is expected later this year.

- CDC PHEP Requirements to Remain in Good Standing with Grant
 - This section includes those items which all entities receiving PHEP funding must demonstrate in order to remain in good standing. If these deliverables have been completed in the past and remain current (e.g., if a community joined MAVEN in BP2 and continues to participate in BP3), no action or new document submission is required.
 - MDPH Administrative Deliverables assigned to Host Agent
 - This section includes administrative deliverables required of coalition host agents. The PHEP grant management manual includes additional information and guidance for host agents.
-
- ❖ Each page of the BP3 deliverables should be initialed and submitted with your Host Agent Standard Contract Form Amendment, Budget, and signed payment voucher. In lieu of a more detailed workplan, coalitions will be required to submit project abstracts and training notification forms at the end of quarter one and progress reports at the end of quarter two. These forms are in development and will be shared with coalitions when ready. The BP3 deliverables document includes what information will be required in the project abstract.
 - ❖ The PHEP BP3 Cooperative Agreement emphasizes subawardee monitoring for both fiscal and programmatic compliance. In accordance with this, Coalition budgets will need to tie planned expenditures to the PHEP Capabilities. A Capabilities Budget Template has been provided. When completing the Capabilities Budget, known expenses that relate to a capability should be allocated to that capability (e.g., shelter cots allocated to Mass Care). Any expenses that cross multiple capabilities should be allocated proportionally (e.g., a planner who spends 30% of his/her time on Community Preparedness, 30% on Medical Countermeasure Dispensing, and 20% on Mass Care, and 20% on Volunteer Management should have his/her total costs allocated accordingly).
 - ❖ Please note that according to the Cooperative Agreement, all training “must be purposefully designed to close operational gaps and sustain jurisdictionally required preparedness competencies”.

ATTACHMENT A
COMMUNITY PARTICIPATION IN COALITION ACTIVITIES

According to the CDC, the purpose of the PHEP program is “to develop emergency-ready public health departments by upgrading, integrating and evaluating state and local public health jurisdictions preparedness for and response to public health emergencies with federal, state, local, and tribal governments, the private sector, and nongovernmental organizations (NGOs).” Through the emergency preparedness coalitions, the MDPH OPEM provides PHEP funds to communities to become “emergency ready”.

To ensure that Massachusetts is prepared to effectively respond to large or small public health emergencies, communities are expected to make good faith efforts to actively participate in coalition activities and fulfill all annual deliverables as a condition of funding. Failure to make a good faith effort to achieve grant deliverables may affect eligibility for future funding. In consultation with LSAC, OPEM has identified a series of deliverables for BP3 that must be fulfilled by communities in order to be eligible to receive **direct support** under the PHEP grant. “Direct support” includes but is not limited to formula-based local allocations, funding for proposals submitted by a community or group of communities, “mini-grants”; funding for travel to out-of-state conferences or meetings, and receipt of equipment or services purchased with PHEP funds.

The following specific deliverables must be met by any community receiving direct support from the PHEP grant:

- Plans –Verify to host agent that community is has or is included in a written, National Incident Management System-compliant all-hazards public health response plan and date of most recent update.
- Points of contact –Provide at least two (2) emergency points of contact that can be reached 24/7/365, and two (2) contacts registered and trained on the HHAN
- Communication drills –Participate in two (2) HHAN drills during the year and submit quarterly updates to the coalition’s 24/7 contact list.
- Information Sharing – Participate in MDPH WebEOC drill for greater situational awareness
- Public Health Surveillance and Epidemiological Investigation – Participate in MAVEN or demonstrate other means to share epidemiological information with public health and healthcare partners.
- Operating Principles – Communities must abide by coalition principles of operation or other documents that reflect coalition operating procedures and work cooperatively with the coalition’s host agent to ensure the grant’s reporting requirements and spending guidelines are met
- Participation – Community participates in at least 50% of region/coalition general membership meetings.
- Communities must act in accordance with federal and state: (1) grant guidance, (2) conflict of interest rules and regulations, and (3) procurement requirements

Upon request, OPEM will work with coalitions to support implementation of the community participation requirement.

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
 CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)

BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES

Section 1 - CDC PHEP Capabilities Development	Progress and/or Outcome	Due Date
<p>a) The coalition will develop and submit for approval two coalition-level projects that will help member communities make progress toward demonstrating specific PHEP Capabilities, functions, and task. The coalition must submit a brief abstract for each project which includes the following information:</p> <ul style="list-style-type: none"> • Project objective must be S.M.A.R.T - Specific, Measurable, Attainable, Realistic, Timely • Rationale for project (cite specific information from HVAs, CPGs, AARs, etc.) • PHEP Capabilities, functions, and tasks addressed (http://www.cdc.gov/phpr/capabilities/) • Technical assistance needs for the project • Planned activities for the project including defined deliverables, product, or outputs the project is expected to produce • Project timeline with milestones throughout • Processes or structures describing how the project will address the emergency preparedness, response, and recovery needs of individuals with access and functional needs, especially older adults <p>Additional Information: At least one project must include Capability 8: Medical Countermeasure Dispensing. Coalitions are encouraged to collaborate with other coalitions to complete a project and to collaborate with multi-disciplinary health and medical, public safety, emergency management, and other partners. Coalitions are encouraged to leverage additional sources of funding to supplement PHEP funds for the project. Coalition projects may not duplicate a project that is already available in Massachusetts. Exercises conducted must follow HSEEP building blocks model. Coalition representatives are strongly encouraged to share projects, products/outcomes, and best practices at a statewide meeting/conference or other venue.</p> <p>Examples of the types of projects that could be conducted:</p> <ul style="list-style-type: none"> • Emergency public information and warning workshop or campaign related to a virus threats. Coalition can examine and improve messages and communication channels used and establish additional partnerships for educating/warning the public about this threat. Revision of public information and warning plans results. • Workshop, tabletop, or other exercise evaluating alternate dispensing models followed by development of an AAR and implementation of improvement plan items. • Development of regional Access and Functional Needs/IRAA communications plan including relevant regional contact information, a communications drill with functional needs partners, and implementation of corrective actions identified in drill. • Organizing and conducting a full-day shelter seminar with speakers, classes, and demonstration stations set up with different equipment/techniques to assist individuals with access and functional needs in shelters. • Conduct thorough review of various sections of the new Medical Countermeasures Operational Readiness Review and develop tools or trainings to assist local communities with future reviews. 	<ul style="list-style-type: none"> • Submit project abstract form which includes identification of project objectives, rationale, capabilities/functions/tasks addressed, technical assistance, planned activities, milestones, etc. • Update project abstract document and submit. For both projects, define milestones and products achieved thus far plus those items which are planned (e.g. We have contracted with vendor to do XYZ activity on ABC date) • Submission of products or outputs as determined in abstract 	<p>Abstracts: Sept 30, 2014</p> <p>Progress report: Dec. 31, 2014</p> <p>Completed Projects: June 30, 2015</p>

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)

BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES

<p>b) The coalition will identify, host, and maintain participant lists for two, in-person trainings.</p> <ul style="list-style-type: none"> • Trainings offered must address an identified gap in the coalition's PHEP program. • The coalition will submit appropriate documentation to MDPH. This includes submission of Training Notification Form and sign-in sheet. • Just in Time and/or online trainings do not count toward this deliverable. • If applicable, CEUs can be pursued with the appropriate disseminating professional organization. <p>At the end of this document, MDPH has provided a list of emergency preparedness trainings provided by the Department although coalitions are not limited to these trainings. Coalitions should also visit the OPEM training and exercises web page for additional training resources: http://www.mass.gov/eohhs/gov/departments/dph/programs/emergency-prep/training/</p> <p>Possible coalition identified trainings:</p> <ul style="list-style-type: none"> • <i>Training on worker safety and health using OSHA representative specific to MCM - per MCV-ERR, Cap 14,</i> • <i>function 1: validating health and safety recommendations with subject matter experts</i> • <i>Fatality management training, statewide plan brief, outline protocols, and then define local health role during MCI (i.e. electronic death certificates, how they fit into state plan)</i> • <i>Psychological first aid training</i> • <i>PIO training that provides advanced skills training (e.g., recording responses to simulated media questions and critiquing taped response)</i> • <i>PPE or fit testing training</i> • <i>Redundant communications training (radios, phones, cables, HHAN, WebEOC, social media, etc.)</i> 	<ul style="list-style-type: none"> • Identify training, submit for review and approval • Review training content with Regional Coordinator to ensure gaps are being addressed, ensure advanced planning aspects are included • Identify training dates, overview of content, speakers, venues, etc. • Maintain community participation lists, coordinate follow up actions 	<p>Identify trainings by: Sept. 30, 2014</p> <p>Progress report: Dec. 31, 2014</p> <p>Trainings to be held by: June 30, 2015</p>
<p>c) The coalition will ensure participation in the development of Health and Medical Coordinating Coalitions. Anticipated activities for BP3 include: webinar (summer 2014) and HMCC conference (Fall 2014). PHEP Capability 1: Community Preparedness and HPP Capability 1: Healthcare System Preparedness</p>	<ul style="list-style-type: none"> • At least one representative from each coalition participates in HMCC activities 	<p>December 31, 2014</p>
<p align="center">Section 2 - CDC PHEP Cooperative Agreement Annual Requirements</p>		
<p>a) The coalition will conduct Training and Exercise Planning Workshop (TEPW) to revise current Multi-Year Training and Exercise Plan (MYTEP) or develop a new one. PHEP Capability 1: Community Preparedness</p>	<ul style="list-style-type: none"> • Submit TEPW notes and MYTEP 	<p>Sept. 30, 2014</p>
<p align="center">Section 3 - MDPH Annual Requirements</p>		
<p>a) The coalition will conduct two coalition-wide notification drills.</p> <ul style="list-style-type: none"> • Drill #1 will be conducted via the HHAN and will require at least one member in each coalition community to confirm receipt of the HHAN alert within one hour. • Drill #2 will utilize the HHAN and WebEOC. It will require at least one member in each coalition 	<ul style="list-style-type: none"> • Following receipt of response metrics, submit updates to HHAN list contact information. Regional Coordinator will 	<p>Dec. 31, 2014</p> <p>June 30, 2015</p>

Version Date: May 28, 2014 – Changes may occur during the year based upon supplemental CDC guidance or MDPH planning.

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH - OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
 CDC Public Health Emergency Preparedness Cooperative Agreement - Budget Period 3 (July 1, 2014 - June 30, 2015)

BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES

	share response results with Region/coalition		
<p>community to confirm receipt of the HHAN alert and then log into WebEOC and submit a resource request using the resource request board. MDPH OPEM will provide response metrics to coalitions. <i>PHEP Capability 3: Emergency Operations Coordination and PHEP Capability 6: Information Sharing</i></p>	<ul style="list-style-type: none"> Submit quarterly updates of 24/7 contact list to OPEM 	<p>The coalition, including all local jurisdictions, will document updates and submissions of the coalition-wide 24/7 contact list. <i>PHEP Capability 3: Emergency Operations Coordination</i></p>	<p>Sept 30, 2014 Dec 31, 2014 Mar 31, 2015 June 30, 2015</p>
<p>The coalition will ensure that coalition membership meets at least four times per year. The coalition will make a good faith effort to schedule and hold a coalition meeting to review and vote on concurrence with the BP4 draft application provided by OPEM in accordance with policies and procedures developed by OPEM and the LSAC.</p>	<ul style="list-style-type: none"> Documentation of at least four meetings. Written submission of outcome of concurrence vote to OPEM. 		<p>Ongoing</p>
<p>The coalition, including all local jurisdictions, will submit appropriate exercise documentation to OPEM. This includes submission of an Exercise Notification Form for any exercises or drills supported with PHEP funds as well as HSEEP-compliant AAR/IPs following completion of an exercise.</p>	<ul style="list-style-type: none"> Applicable only if tabletop, functional, or full-scale exercise conducted 		<p>Ongoing</p>
<p>Section 4 - PABPRA Benchmarks (required part of CDC PHEP Cooperative Agreement)</p>			
<p>Coalition communities will submit medical countermeasure dispensing readiness data. <i>PHEP Capability 8: Medical Countermeasure Dispensing</i>; <i>*Specific data elements required are pending further CDC guidance.</i></p>	<ul style="list-style-type: none"> Participate in MCM dispensing data collection 		<p>Due Date Mar 31, 2015</p>
<p>Each local jurisdiction will complete three SNS operational drills. Chose three unique drills from: site activation, staff notification, facility set-up, and dispensing throughput (live or RealOpt). <i>PHEP Capability 8: Medical Countermeasure Dispensing</i></p>	<ul style="list-style-type: none"> Submit CDC drill report forms If conducting a facility set-up or throughput drill (live or RealOpt) an AAR must also be submitted. *If completing RealOpt throughput drill, AAR should include screenshots of model used. 		<p>Dec 31, 2014</p>
<p>Section 5 - CDC PHEP Requirements to Remain in Good Standing with Grant</p>			
<p>The coalition will document National Incident Management System (NIMS) training by submitting a list of individuals trained in ICS (100, 200, 300) and NIMS (700, 800) in each member community. The coalition will maintain training records for NIMS compliance. Guidance available at: http://www.mass.gov/eohhs/docs/dph/emergency-prep/ics-training-flowchart-public-health.pdf</p>	<ul style="list-style-type: none"> Submit spreadsheet of individuals and their ICS/NIMS trainings with 		<p>Due Date Sept 30, 2014</p>

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)

BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES

	dates	
<p><i>PHEP Capability 3: Emergency Operations Coordination</i></p> <p>b) Demonstrate ability to share basic epidemiological data with relevant healthcare organizations. This deliverable can be accomplished through participation in Massachusetts Virtual Epidemiologic Network (MAVEN) or other means identified by LHD and approved by MDPH. <i>PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation</i></p>	<ul style="list-style-type: none"> If participating in MAVEN, no documentation required. State lab sends quarterly reports on LBOH participation to OPEM. If not participating, must explain reasons for non-participation, alternate means used to share epidemiological data, and/or plans to participate in MAVEN. 	<p>June 30, 2015</p>
<p>c) Provide documentation of plans, processes, and procedures in place to manage volunteers supporting a public health or medical emergency. In BP3, this will be accomplished by coalition review of the <i>Massachusetts Communications Protocol for Coordination of Volunteer Requests for a Cross-Jurisdictional Event</i> (may request MDPH/MRC representative to present protocol to coalition) and involvement of at least 2 coalitions communities in statewide communications protocol drill with MDPH and MRCs.</p>	<ul style="list-style-type: none"> Provide date and forum at which protocol was reviewed. Provide to DPH points of contact for the two participating communities 	<p>December 31, 2014</p>
<p>Section 6 – MDPH Administrative Deliverables assigned to Coalition Host Agent</p>		<p>Progress and/or Outcome</p>
<p>a) The coalition will ensure that all communities within the coalition that receive direct support under the PHEP grant are (a) participating in the coalition, and (b) providing appropriate documentation of efforts to meet the deliverables of the PHEP.</p>	<ul style="list-style-type: none"> As part of each quarterly fiscal report, provide an affirmation that all coalition members receiving direct support through PHEP funding are in compliance with Community Participation Guidance 	<p>Ongoing</p>
<p>b) The coalition will submit a copy of updated Operating Principles to the Regional Emergency Preparedness Coordinator if amendments are approved by the coalition during BP3.</p>	<ul style="list-style-type: none"> Submit current copy of coalition Operating Principles Submit updates, if any 	<p>September 30, 2014 Ongoing</p>

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)

BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES

c) The coalition host agent will ensure that capital equipment is accounted for and a list of capital equipment is submitted.	• Submit to OPEM Fiscal staff list(s) of capital equipment	June 30, 2015
d) The coalition will hire a .5 FTE planner to support the coalition with completion of deliverables.	• .5 FTE planner hired and accounted for in coalition budget	Ongoing
e) The coalition will comply with policies and procedures as described in the MDPH OPEM BP3 Grants Management Manual.	• Self-explanatory	Ongoing

Trainings Offered by MDPH

- Emergency Dispensing Sites*
- Emergency Dispensing Sites: Smallpox Specific* (Upon completion, participants will be certified in Smallpox Vaccine Administration by MDPH.)
- Bioterrorism Agents: An Overview*
- Strategic National Stockpile
- Personal Protective Equipment (PPE)
- Blood Borne Pathogens
- Infectious Disease Surveillance*
- LN&B* (Trainer, Priscilla Fox, coordinated through LPHI in the fall)
- Introduction to Sheltering for MRC Volunteers: Train-the-Trainer and Classroom training available.
- Pandemic Influenza

*CEUs available for these trainings

For more information or to schedule a training please speak with your Regional Public Health Preparedness Coordinator or:

- Lisa Crowner, Health Educator, lisa.crowner@state.ma.us, 508-984-0619
- Roberta Crawford, Training and Exercise Manager, roberta.crawford@state.ma.us, 617-624-5721

PHEP BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: North Shore / Cape Ann - Region 3D

Host Agent: City of Gloucester, MA

Capability	Capability	Narrative	Budgeted Amount
1	Community Preparedness	Program budget is needed for Community Preparedness deliverable activities such as training # 1 and 2, HMCC Planning, TEPW & MYTEP, and Project #1 as decided	\$27,136.98
2	Community Recovery	N/A	\$0.00
3	Emergency Operations Coordination	Program budget is needed for Emergency Operations deliverable activities such as Web EOC training and drills, Quarterly 24/7 Contact Lists, and ICS/NIMS	\$18,402.16
4	Emergency Public Information and Warning	N/A	\$0.00
5	Fatality Management	N/A	\$0.00
6	Information Sharing	Program budget is needed for Information Sharing deliverable activities such as HHAN drills, Exercise Notification Form, Coalition Meetings, phones and	\$45,250.68
7	Mass Care	N/A	\$0.00
8	Medical Countermeasure Dispensing	Program budget is needed for Medical Countermeasure Dispensing deliverable activities such as SNS Drills, AAR's, Readiness Data Submittal, and Project #2 as	\$27,998.00
9	Medical Material Management and Distribution	N/A	\$0.00
10	Medical Surge	N/A	\$0.00
11	Non-Pharmaceutical Interventions	N/A	\$0.00
12	Public Health Laboratory Testing	N/A	\$0.00
13	Public Health Surveillance and Epidemiological Investigation	N/A	\$0.00
14	Responder Safety and Health	N/A	\$0.00
15	Volunteer Management	This budget will cover part of the MRC coordinator's salary, a small part the PHEP Coordinator's salary needed to review volunteer protocols, conduct a	\$26,260.18

PHEP BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: NorthCentral
Host Agent: Alpha Host Agent

Capability	Capability	Narrative	Budgeted Amount
	Other (Indirect, Program Management)	15% of total program funds for program overhead and administration.	\$25,597.00

Total Budget: \$170,645.00

Submitted by Host Agent Designee: [Signature]
Date: 6/25/14

Approved by Coalition Designee: [Signature]
Date: 6/25/14

Approved Regional Coordinator: [Signature]
Date: 6/25/14

Approved OPEM Central Office: [Signature]
Date: 7/2/14

PHEP BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: NorthCentral
Host Agent: Alpha Host Agent

Capability	Capability	Narrative	Budgeted Amount
	Other (Indirect, Program Management)	15% of total program funds for program overhead and administration.	\$25,597.00

Total Budget: \$170,645.00

Submitted by Host Agent Designee: *K. M. Carroll*
Date: 6/25/14

Approved by Coalition Designee: *K. M. Carroll*
Date: 6/25/14

Approved Regional Coordinator: *[Signature]*
Date: 6/25/14

Approved OPEM Central Office: _____
Date: _____

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

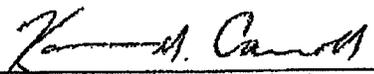
SUBCONTRACTOR IDENTIFICATION (for non-MM Object Code Services)

Provider/Vendor Name: City of Gloucester **Vendor VC No.:** VC600D192096
North Shore/Cape Ann
Emergency
Program Name: Preparedness Coalition **Contract ID:** INTF6208PO1902414045

Instructions: Providers/vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors/providers are added or deleted. This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

Subcontractor Name/Vendor Number	Subcontract Amount	Type of Service provided and number of serv (or units) if applicable
BME Consulting	\$25,000.00	EP Planner to assist Coalition 3D with PHEP Deliverables.
Candice Ferrari	\$5,000.00	Program Administration.
Liisa Jackson	\$10,000.00	MRC Coordinator.
TOTAL:	\$40,000	

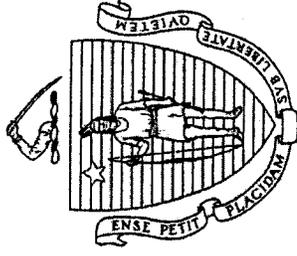
Submitted by:  **Date:** 6/30/14 **Phone:** 978-282-8026
Provider/Vendor Authorized Signature

Approved by:  **Date:** 6/30/14 **Phone:** 978-951-7261
DPH Program Manager

PAYMENT VOUCHER INPUT FORM

THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER



Vendor Name and Address
 Gloucester Health Dept
 3 Point Road
 Gloucester, MA 01931

DEPARTMENT / ORGANIZATION NAME
 Department of Public Health

TRANS PV	DEPT DPH	R/ORG	Number	PV Date 06/13/14	Acct Prd	BFY
ACTION: (E) (M)	Sch Pay Date	Off Liab Act	VENDOR'S CERTIFICATION I certify that the goods were shipped or the service rendered as set forth below.			
E			(Please sign in ink)			
REF DOC ID: INTE620.8P01902414045	STXT					

DOCUMENT TOTAL: _____

REFERENCED ORDER	LINE	QUANTITY	DESCRIPTION	PAYMENT REF NUMBER	EMP
Q1 funds from MDPH(7/1/14-9/30/14)	1	1	Funds deposit to continue work on regional emergency preparedness activities on the North Shore and Cape Ann	VC6000192096	

LN	Trans	Dept	R/Org	Number	LINE	DEPT	APPROP	Sub	Org	S/Org	Obj	S/Obj	Prog	Ty
				Rptg	Fund	BS Acct	PAYMENT REFERENCE NUMBER							
MSA #				DIS		DATES OF SERVICE	QNTY	Line Amount						I/D

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:
 I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

PREPARED BY: Karin Carroll TITLE: Emergency Preparedness C DATE: 06/12/14

ENTERED BY: Karin Carroll TITLE: Emergency Preparedness C DATE: 06/12/14

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations

APPROVED BY: *Karin Carroll* TITLE: Director Health Dept. DATE: 06/12/14 PHONE: 978-282-8016

Instructions to vendor:
 o Fill in shaded areas
 o Direct inquiries to state organization

ENCLOSURE 5



Public Health
Prevent. Promote. Protect.

Health Department
3 Pond Road, City Hall Annex
Gloucester, Massachusetts 01930
PHONE: 978-281-9771 · Fax: 978-281-9729
EMAIL: healthdept@gloucester-ma.gov
WEBSITE: www.gloucester-ma.gov



CITY OF GLOUCESTER

To: MAYOR CAROLYN KIRK
From: NOREEN BURKE, PUBLIC HEALTH DIRECTOR
Date: AUGUST 1, 2014
Subject: APPLICATION/ACCEPTANCE OF MRC GRANT

Dear Mayor Kirk ~

The Gloucester Health Department is happy to offer for review and City Council acceptance, a grant award of **\$13,340** from the Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

The purpose of the grant is to provide funding to assist the North Shore/Cape Ann region in preparing for public health emergencies and enhance their Medical Reserve Corps (MRC) capacity to respond, including:

- Credential MRC volunteers in accordance with established standards.
- Maintain and revise volunteer protocols.
- Coordinate outreach, recruitment, deployment, and training of MRC volunteers throughout other regions of the State as appropriate.
- Recruit, train and retain members specifically to enhance public health preparedness within all communities of the North Shore/ Cape Ann Emergency Preparedness Coalition.
- Provide Coalition representation at all local and state MRC meetings.
- Submit quarterly finance and activity updates as required.
- Maintain MAREsponds database to be utilized for all aspects of volunteer management.

Please feel free to contact me if your office or Council members have any further questions.

Respectfully

NOREEN BURKE
HEALTH DIRECTOR
Enc. GRANT COPY
Cc: File



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

Granting Authority: State ___ Federal X Other _____

Name of Grant: Medical Reserve Corps Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: Building the MRC capacity to respond during public health emergency throughout North Shore/Cape Ann.

Any match requirements: No

Mayor's approval to proceed: *[Signature]* 8/3/14
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

Grant Budget by line item account: _____

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

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



TOWN OF WESTFORD
HEALTH DEPARTMENT
55 Main Street
WESTFORD, MA 01886
(978) 692-5509 FAX (978) 399-2565

July 26, 2014

Karin Carroll, Emergency Preparedness Coordinator
NS/CA Emergency Preparedness
c/o Gloucester Health Dept.
3 Pond Road
Gloucester, MA 01930

Dear Karin,

The Massachusetts Department of Public Health provided funds of \$109,857 to the Region 3 Medical Reserve Corps, to assist communities in preparing for public health emergencies and to assist in building their MRC capacity to respond. The grant cycle runs from July 1, 2014 and ends on June 30, 2015.

The town of Westford is the fiscal agent for the contract. After the administrative overhead, the remaining funds are divided equally between the 7 MRC units in Region 3. Gloucester will receive **\$13,340** in 4 quarterly payments.

According to established protocol, all expenditures made from this local funding must be in accordance with MDPH protocols, and deliverables must be met, as part of the funding requirements. In addition a copy of all expenses must be submitted to the host agency responsible for the fiscal quarterly and year-end reports by the end of May. The MRC Director or Coordinator will assure that the process of approval for expenditures is finalized prior to submittal to the Treasures office.

For questions please feel free to call me @ 978 399-2908.

Sincerely,

Sandy Collins, RN
Health Director



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Office of Preparedness and Emergency Management
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT RN
COMMISSIONER

Tel: 617-624-8088
Fax: 617-624-5587
www.mass.gov/dph

May 30, 2014

Sandy Collins, Director of Health Care Services
Town of Westford Board of Health.
55 Main Street
Westford, MA 01886

**RE: Notice of Contract Award – Medical Reserve Corps Funding
Host Agency – Town of Westford – Upper Merrimack Valley Public Health
Coalition**

Dear Ms. Collins;

The Massachusetts Department of Public Health (MDPH), Office of Preparedness and Emergency Management (OPEM) is pleased to provide new funding in the amount of \$109,857 in State Match funding to the Town of Westford – Upper Merrimack Valley Public Health Coalition to recruit and train Medical Reserve Corps (MRC) volunteers, to address any gaps in MRC coverage for the region, and to continue development of MRC policies and protocols that meet federal and state requirements. These new dollars are for the **State Fiscal Year 15** period of July 1, 2014 through June 30, 2015.

➤ **Your SFY15 total MRC award is \$109,857.**

The new SFY15 required State Match dollars will be dispersed via quarterly payment requests to OPEM (e.g. \$109,857 divided by 4 quarters = \$27,464.25).

Enclosed please find a Standard Contract Form for your review, completion and authorized signature. **Please return with your signed Standard Contract Form, the budget summary, budget linked to capability, proposed work plan, and a signed payment voucher to the OPEM.** The contract form must have an original signature for processing. Once the form and other required documents for this contract package are received by OPEM they will be processed immediately.

Please be advised that expenditure of these funds must be in compliance with all grant deliverables and allowable costs; goods must be received by **June 30, 2015.**

Please return all requested documents to:

Massachusetts Department of Public Health
Office of Preparedness and Emergency Management
250 Washington Street, 1st floor
Boston, MA 02108
Attn: John Leahy, Contracts Manager

Please retain this letter on file. Any contract related questions regarding this matter should be directed to John Leahy, Contracts Manager at 617-994-9833.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Clark", with a long, sweeping horizontal stroke extending to the right.

Mary E. Clark, JD, MPH
Director, Office of Preparedness and Emergency Management
Massachusetts Department of Public Health

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town Of Westford (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH
Legal Address: (W-9, W-4,T&C): 55 Main St, Westford, MA 01886-2551	Business Mailing Address: 250 Washington Street, Boston, MA 02108
Contract Manager: Sandy Collins E-Mail: scollins@westfordma.gov	Billing Address (if different): Contract Manager: John Leahy E-Mail: John.J.Leahy@state.ma.us
Phone: 978-892-5509 Fax: 878-399-2558	Phone: 617-894-8833 Fax: 617-624-5587
Contractor Vendor Code: VC6000192045 Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF620BP1902414103 RFRR/Procurement or Other ID Number: 902414
<p style="text-align: center;">NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">X CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 14</u> . Enter Amendment Amount: \$ <u>109,857.00</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>659,436.00</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal or Extension Only	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 14</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u>___, 20 ___</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Sandy Collins</u> Date: <u>6/10/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>SANDRA COLLINS</u> Print Title: <u>Town Manager</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/30/2014</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF6208P01902414103

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

New Contract

This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.
Renewal

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: *Town of Westford / Upper Merrimack Valley Mill*
CONTRACTOR VENDOR/CUSTOMER CODE: *VE6000192945*

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): *SANRA Collins*

Title: *DIRECTOR HEALTH CARE SVCS.*

X *Sandra Collins*

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

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

I, *Patricia L. Dubey* (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

Sept 26, 20 *13*

My commission expires on: *9-26-19*



PATRICIA L. DUBEY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
September 26, 2019

AFFIX NOTARY SEAL

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

_____, 20 _____

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: Town of Westford / Upper Merrimack Valley area
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192045

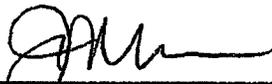
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Jod. Ross

Title: TOWN MANAGER

X 

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

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

I, Patricia L. Dubey (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

Sept 26, 20 13

My commission expires on: 9-26-19



PATRICIA L. DUBEY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
September 26, 2019

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

_____, 20 _____

AFFIX CORPORATE SEAL

**Guidelines for Acceptance and Expenditure
of Medical Reserve Corps (MRC) Funding
Massachusetts Fiscal Year 2015
(July 1, 2014 – June 30, 2015)**

The Massachusetts Department of Public Health (MDPH) Office of Preparedness and Emergency Management (OPEM) has allocated \$769,000 in emergency preparedness state match funds to support the operations of the 45 federally recognized Medical Reserve Corps (MRC) units in the Commonwealth. Approximately \$109,857 in MRC funding will be distributed to the identified host agency in each of the seven Public Health Emergency Preparedness Regions. This funding is intended to enhance local, regional, and state public health preparedness by supporting recruitment and management of pre-credentialed medical and non-medical volunteers through community-based MRCs. The objective of this funding is to support and increase MRC coverage and services so that 100% of the cities and towns in each Region are served by an MRC unit. **These funds may be used only for approved activities related to recruitment, training, deployment, and management of MRC units.**

MRC activities supported with this funding must be consistent with the provisions of Capability 15, Volunteer Management, of both the *Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities)*, issued by the Centers for Disease Control and Prevention (CDC) and the *Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness* issued by the Assistant Secretary for Preparedness and Response (ASPR). Capability 15 focuses on achieving and demonstrating the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance, and to determine and support the need for volunteers in healthcare organizations. A copy of each of the volunteer management capabilities is included at the end of this document.

These funds must be spent and accounted for in accordance with fiscal guidelines distributed by the Office of Preparedness and Emergency Management. All goods purchased with these funds must be received and all services completed by June 30, 2015.

ELIGIBILITY

To be eligible for this public health emergency preparedness funding a Massachusetts MRC must:

- a) Be federally recognized by the U.S. Surgeon General's Office as of July 1, 2014
- b) Meet the national MRC Core Competency Standards, found at www.medicalreservecorps.gov
- c) Update its unit profile on the National website at least quarterly



CONDITIONS OF FUNDING

By accepting these funds from MDPH, each MRC agrees to comply with the following conditions of funding:

- (1) Provide to the State MRC Coordinator through the MRC contractor no later than December 31, 2014 a current list of the communities that the MRC covers, whether through formal or informal agreement, and the 24/7 MRC contact information for leaders and coordinators. Contact information changes and updates to leadership should be sent to the MRC contractor as needed.
- (2) Credential volunteers in accordance with the standards established for MA Responds, the statewide volunteer registry, including verifying licensure status, completing a Massachusetts criminal offender record information (CORI) check, and completing a check of nationwide sex offender registry information (SORI). Units that are members of MA Responds will be considered in compliance with this requirement.

Each unit that is not a member of MA Responds must submit a copy of its written procedures to meet this requirement for credentialing volunteers no later than September 15, 2014, and submit a quarterly report to the State MRC Coordinator through the MRC contractor verifying that members' credentials are up to date on September 15, 2014, December 15, 2014, March 15, 2015, and June 30, 2015.

- (3) Maintain and revise as necessary a written plan documenting unit policies and procedures for recruiting, training, managing, deploying, and demobilizing MRC volunteers.
- (4) Coordinate outreach, recruitment, deployment and training across all MRC units within a regional coalition or region to ensure to the extent possible coverage of all communities within the region or coalition, and to minimize duplication of recruiting and services.
- (5) Collaborate with regional emergency preparedness coordinators, regional public health coalitions, regional hospital coordinators, hospitals, MA Responds representatives, and other planning and response partners to:
 - a) Identify gaps in volunteer needs and support local, regional, and statewide recruitment plans
 - b) Assist with coordination of volunteer activities and planning efforts, including participation in National Preparedness Month activities
 - c) Assure MRC volunteers are incorporated into local and regional public health and medical response protocols, plans, and coalitions as appropriate

- d) Develop a shared understanding of emergency volunteer activation and communication protocols, response roles, and capacity for response to ensure that volunteer resources are fully integrated.
- (6) Recruit, train, and retain members specifically to enhance public health preparedness activities related to Emergency Dispensing Site (EDS) operations and public health programs and emergencies.
- a) Work with coalitions to assess staffing of EDS sites
 - b) Maintain records of completion of EDS-related trainings by MRC members
 - c) Maintain copies of training agendas and attendees to submit to OPEM through the MRC contractor as requested.
- (7) Assist with the development and implementation of protocols that promote standardization across MRC units and are consistent with applicable federal and state guidelines. Such protocols may include but are not limited to:
- a) Standard operating procedures for units
 - b) Deployment of volunteers during emergencies
 - c) Volunteer identification
 - d) Training requirements or recommendations
- (8) Assist in the development, collection, and reporting of standardized data elements as described below:
- a) In Quarters 1 and 2, OPEM, in consultation with the MRC Statewide Advisory Committee and MRC unit leaders, will identify a set of standard data elements to facilitate consistent reporting of across all MRC units of information such as volunteer hours, deployments (emergency and non-emergency), etc;
 - b) During Quarter 3, each MRC unit must develop procedures to ensure that it can collect and report the identified data elements; and
 - c) Each unit must submit a report containing the standard data elements to OPEM through the MRC contractor no later than June 30, 2015.
- (9) Comply with the "Communications Protocol" (as currently written or later amended) to mobilize MRC volunteers across unit or regional boundaries if needed. When receiving a request for volunteers from MDPH, units should:
- a) Indicate availability and willingness to respond
 - b) Provide requested information if able to respond
 - c) Reply to requests for documenting large-scale/regional event responses
- (10) Comply with the "MDPH Process for Review of Applications for Federal Recognition of Massachusetts MRC Units", revised February 2011 (and as subsequently amended).
- (11) Work cooperatively with the relevant MRC units, host agency(ies), regional coalition(s), involved communities, and OPEM to resolve any dispute or disagreement related to MRC activities.

- (12) Respond in a timely manner to requests for information made on behalf of the Statewide MRC Steering Committee.
- (13) Designate a representative to attend all regular scheduled regional and state MRC meetings, and attend regional coalition meetings to promote sharing of information.
- (14) Submit to OPEM through the MRC contractor on September 15, 2014, December 15, 2014, March 15, 2015, and June 30, 2015 quarterly progress reports pertaining to these deliverables and other activities on an online form provided by OPEM.
- (15) Cooperate with the Host Agency to ensure that all expenditures are made in compliance with these requirements, the MDPH "Regional Coalitions and Medical Reserve Corps Grants Management Manual (2014)", and all applicable procurement rules and requirements.
- (16) Provide to the Host Agency as requested detailed original receipts, budget requirements, spending forecasts, work plans and any other needed information in a timely manner.
- (17) Participate in at least one (1) regional MRC call down exercise to satisfy the PHEP-HPP Volunteer Management Performance Measure related to documentation of volunteer deployment. For the exercise, each unit must report back to MDPH: (a) the number of volunteers contacted, and (b) the number of volunteers who reported they would be able to respond/deploy within the stated time period. Regional call down exercises to satisfy this requirement will be organized by MDPH utilizing the MA Responds system. MDPH will provide a template to report data from drills (additional response data from actual deployments may be reported in addition to the regional exercise). [See HPP-PHEP Performance Measure for Volunteer Management 15.1]

NONCOMPLIANCE WITH CONDITIONS OF FUNDING

Failure of an MRC unit to comply with these requirements and/or with fiscal guidelines issued by MDPH may necessitate repayment of funds received by the unit and/or affect eligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and a reasonable time, not to exceed 60 days, for the MRC unit to become compliant.

HOST AGENCY REQUIREMENTS

The Host Agency shall:

- (1) Provide administrative and logistical support to convene and collaborate with an MRC Advisory Group consisting of one representative of each federally recognized MRC unit in that Region to develop the annual budget and work plan, and discuss the regional MRC project objectives and the criteria for distribution of funds in that Region.

- (2) Submit to OPEM no later than September 15, 2014, a proposed budget, budget narrative, and detailed work plan developed with and endorsed by the MRC Advisory Group for the Region. The work plan shall describe in reasonable detail (a) the MRC projects to be undertaken over the course of the grant period, (b) how the proposed projects align with CDC Capability 15, Volunteer Management, and (c) the timeline for completion of the projects. The budget shall identify funding for each of the described projects and include a detailed plan for distribution of funds to eligible MRCs within the Region.
- (3) Provide administrative and logistical support to convene regular meetings with MRCs in the Region or regional coalition to assist with development of consistent policies for a regional response to public health emergencies.
- (4) Assure accurate record keeping and compliance with applicable federal and state laws and regulations, and with MDPH fiscal guidance, and provide all required reports to OPEM on a timely basis.
- (5) Notify OPEM of disagreements regarding MRC coverage or activities within the Region, and work within the Region and with the Department to resolve disagreements.
- (6) Working with the regional MRC Advisory Group, identify potential for regionalization of emergency preparedness activities and projects, and facilitate collaborative activities.
- (7) Facilitate bulk purchasing for all units.

A Host Agency may receive not more than 15% of the regional award amount necessary for documented administrative and fiscal support. For the purposes of these Guidelines, ***administrative and fiscal support*** is defined as those activities that are carried out by the Host Agency on behalf of MRC units, and includes but is not limited to such activities as budget preparation, fiscal monitoring, distribution of funding, convening regular meetings of the MRC Advisory Group, development of monthly progress reports to MDPH, and other activities carried out to directly support the activities of MRC units funded within the Region.

Failure of a Host Agency to document compliance with these requirements and fiscal guidelines issued by MDPH may necessitate repayment of funds received and/or result in ineligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and reasonable time for the host agency to become compliant.

MRC ADVISORY GROUPS

Each Region shall establish a MRC Advisory Group (Advisory Group) which shall consist of one representative from each federally recognized MRC in the Region. The Advisory Group, with support from the host agency, will develop the budget and work plan for MRC funding in accordance with these Guidelines, including facilitating development of regional and collaborative emergency preparedness activities among units in the region. The Work Plan and

budget shall be shared with the Region. The Advisory Group shall be convened regularly by the host agency to discuss regional projects, review progress on Work Plan activities and budget expenditures, and identify and address issues or concerns about MRC activities in the Region.

Approximately \$109,857 will be distributed to each host agency to support MRC activities within the Region. The host agency will be responsible for distributing this MRC funding in accordance with the work plan and budget developed by the Region's MRC Advisory Group.

DRAFT



CAPABILITY 15: Volunteer Management



Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers³²² to support the jurisdictional public health agency's response to incidents of public health significance.

The capability consists of the ability to perform the following functions:

- Function 1: Coordinate volunteers
- Function 2: Notify volunteers
- Function 3: Organize, assemble, and dispatch volunteers
- Function 4: Demobilize volunteers

Function 1: Coordinate volunteers

Recruit, identify, and train volunteers who can support the public health agency's response to an incident. Volunteers identified prior to an incident must be registered with the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Medical Reserve Corps, or other pre-identified partner groups (e.g., Red Cross or Community Emergency Response Teams).

Tasks

The function consists of the ability to perform the following tasks:

- Task 1:** Prior to an incident, identify the types and numbers of volunteers most likely to be needed in a public health agency's response based on the jurisdictional community risk assessment. *(For additional or supporting detail, see Capability 1: Community Preparedness)*
- Task 2:** Prior to an incident, coordinate with existing volunteer programs (e.g., ESAR-VHP, Medical Reserve Corps) and partner organizations to support the pre-incident recruitment of volunteers that may be needed in a public health agency's response.
- Task 3:** Prior to an incident, assure pre-incident screening and verification of volunteers' credentials through jurisdictional ESAR-VHP and Medical Reserve Corps.
- Task 4:** Prior to an incident and as necessary at the time of an incident, support provision of initial and ongoing emergency response training for registered volunteers. Training should be supported in partnership with jurisdictional Medical Reserve Corps unit(s) and other partner groups.

Performance Measure(s)

At present there are no CDC-defined performance measures for this function.

Resource Elements

Note: Jurisdictions must have or have access to the resource elements designated as Priority.

PLANNING (P)

P1: (Priority) Written plans should address anticipated volunteer needs in response to incidents or situations identified in the jurisdictional risk assessment including the following elements:³²³

- Identification of functional roles
- Skills, knowledge, or abilities needed for each volunteer task or role
- Description of when the volunteer actions will happen
- Identification of jurisdictional authorities that govern volunteer liability issues and scope of practice

P2: (Priority) Written plans should include memoranda of understanding or other letters of agreement with jurisdictional volunteer sources. Suggested partners include but are not limited to the following groups:^{324,325}

- Professional medical organizations (e.g., nursing and allied health)
- Professional guilds (e.g., behavioral health)
- Academic institutions



CAPABILITY 15: Volunteer Management

Function 1: Coordinate volunteers

Resource Elements (continued)

PLANNING (P)

- Faith-based organizations
- Voluntary Organizations Active in Disasters
- Medical Reserve Corps
- Non-profit, private, and community-based volunteer groups

Partnership agreements should include plans for the following:

- Partner organizations' promotion of public health volunteer opportunities
- Referral of all volunteers to register with jurisdictional Medical Reserve Corps and/or ESAR-VHP
- Policies for protection of volunteer information, including destruction of information when it is no longer needed (e.g., Red Cross, Community Emergency Response Teams, and member organizations of the National and State Voluntary Organizations Active in Disasters)
- Liability protection for volunteers
- Efforts to continually engage volunteers through routine community health activities
- Documentation of the volunteers' affiliations (e.g., employers and volunteer organizations) at local, state, and federal levels (to assist in minimizing "double counting" of prospective volunteers), and provision for registered volunteer identification cards denoting volunteers' area of expertise

P3: Written plans should include a process to assure that professional volunteer diplomas, licenses, certifications, credentials and registrations are verified in accordance with state laws (e.g., using the state's ESAR-VHP).

P4: Written plans should include a process and protocol to address eligibility of volunteers based on pre-existing health conditions or background screening (either conducted by health department or in conjunction with other partner agency) to determine if prospective volunteers have any history that would preclude them from doing a certain type of volunteer activity (e.g., previous convictions, sexual offender registry, or licensing issues).

SKILLS AND TRAINING (S)

S1: Documentation (either through a training curriculum or other vehicle) that volunteer training has occurred (either delivered by the jurisdictional health department or leveraging programs by/in conjunction with other partners including healthcare facilities and Preparedness and Emergency Response Learning Centers) to ensure that volunteers receive the jurisdiction-defined training for their assigned responsibilities.

Recommended components of jurisdictional training curriculum include the following:

- Psychological first aid and self care
Suggested resources
 - After an Earthquake: Mental Health Information for Professionals
http://emergency.cdc.gov/disasters/earthquakes/mentalhealth_docs.asp
 - Psychological First Aid in Radiation Disasters:
http://www2a.cdc.gov/TCEOnline/registration/detailpage.asp?res_id=2490
- Cultural competency component that reflects the jurisdictional demographics
- Training to address the functional needs of persons who may be considered in the at-risk population²⁴ during a disaster response
- Medical Reserve Corps Core Competencies
http://www.medicalreservecorps.gov/File/MRC%20TRAIN/Core%20Competency%20Resources/CoreCompetencies_Matrix_April_2007.pdf
- HazMat Awareness trainings
- Basic disaster life support (American Medical Association's National Disaster Life Support Program)
- Advanced disaster life support (American Medical Association's National Disaster Life Support Program)
- Cardiopulmonary resuscitation (CPR)
- Basic first aid skills
- Basic triage skills
- MRC-TRAIN: if jurisdiction participates in TRAIN program
(<http://www.medicalreservecorps.gov/TRAINResources>)
- Other online courses as identified by the jurisdiction
- U.S. Department of Health and Human Services' training offerings (e.g., Integrated Training Summit at <http://www.integratedtrainingsummit.org/>)

CAPABILITY 15: Volunteer Management

Function 1: Coordinate volunteers

Resource Elements (continued)

SKILLS AND TRAINING (S)

S2: Training for staff involved in personnel management

Suggested resource

- Federal Emergency Management Agency (FEMA), *Developing and Managing Volunteers (FEMA, IS-244)*: (<http://training.fema.gov/EMWFB/Is/Is244.asp>).

S3: Prospective volunteers should be offered the following National Incident Management System (NIMS) training:

- Introduction to Incident Command System (ICS-100) and NIMS, An Introduction (IS-700.a) for all volunteers
- ICS for Single Resources and Initial Action Incidents (IS-200.b), Incident Command System (ICS-300) and Advanced ICS Command and General Staff (ICS-400) for volunteer leaders that will hold key leadership positions.
- NIMS website for courses: <http://training.fema.gov/IS/NIMS.asp>.

EQUIPMENT AND TECHNOLOGY (E)

E1: Have or have access to a system, be it electronic or manual, which is able to report the number of registered volunteers by profession and/or skill level.

Function 2: Notify volunteers

At the time of an incident, utilize redundant communication systems where available (e.g., reverse 911 or text messaging) to request that prospective volunteers participate in the public health agency's response.

Tasks

The function consists of the ability to perform the following tasks:

Task 1: At the time of an incident, identify the desired skills and quantity of volunteers needed for the incident from the pre-incident volunteer registration.

Task 2: At the time of an incident, contact pre-incident registered volunteers using multiple modes of communication. *(For additional or supporting detail, see Capability 4: Emergency Public Information and Warning and Capability 6: Information Sharing)*

Task 3: At the time of an incident, notify volunteers who are able and willing to respond of where and how to report.

Task 4: At the time of an incident, coordinate with partner agencies to confirm credentials of responding volunteers. *(For additional or supporting detail, see Capability 6: Information Sharing)*

Task 5: At the time of an incident, notify partner agencies of any need for additional volunteers. *(For additional or supporting detail, see Capability 4: Emergency Public Information and Warning and Capability 6: Information Sharing)*

Performance Measure(s)

At present there are no CDC-defined performance measures for this function.



CAPABILITY 15: Volunteer Management

Function 2: Notify volunteers

Resource Elements

Note: Jurisdictions must have or have access to the resource elements designated as Priority.

PLANNING (P)

P1: Written plans should include a template for describing incident conditions to potential volunteers (pre-deployment briefing) including the following elements:^{327,328,329}

- Potential nature of the work site
- Potential personal security issues
- Potential health safety issues
- Local weather
- Living/work conditions
- Required immunizations or prophylaxis, and the type of identification to bring with them when they report.

P2: Written plans should include a process for how the health agency or applicable lead jurisdictional agency will contact registered volunteers, identifying those willing and able to respond, and notifying them of where to report (i.e., identified staging area/reception center). (For additional or supporting detail, see Capability 3: Emergency Operations Coordination, Capability 4: Emergency Public Information and Warning, and Capability 6: Information Sharing)

P3: Written plans should include a process to confirm credentials of responding volunteers through jurisdiction's ESAR-VHP or Medical Reserve Corps. (For additional or supporting detail, see Capability 6: Information Sharing)

P4: Written plans should include definition of the volunteer management roles and responsibilities of public health department staff members.

EQUIPMENT AND TECHNOLOGY (E)

E1: Have or have access to communications equipment for health department staff to contact volunteer organizations.

- Suggested equipment includes, but is not limited to phones, computers, ham radios, and/or hand radios. (For additional or supporting detail, see Capability 6: Information Sharing)

Function 3: Organize, assemble, and dispatch volunteers

Coordinate the assignment of public health agency volunteers to public health, medical, mental/behavioral health,³³⁰ and non-specialized tasks as directed by the incident, including the integration of interjurisdictional (e.g., cross-border or federal) volunteer response teams into the jurisdictional public health agency's response efforts.

Tasks

This function consists of the ability to perform the following tasks:

Task 1: If the incident differs from or exceeds the public health agency's pre-incident-defined volunteer plans, identify additional volunteers that have the necessary credentials and skills.

Task 2: Assure deployment briefing of public health volunteers, including safety and incident-specific training.



CAPABILITY 15: Volunteer Management

Function 3: Organize, assemble, and dispatch volunteers

Tasks (continued)

Task 3: Assure tracking and rotation of volunteers as indicated by the incident and by relevant job function.

Task 4: Manage spontaneous volunteers who may request to support the public health agency's response, either through incorporating them into the response or by triaging them to other potential volunteer resources.

Task 5: Coordinate state and jurisdictional response roles for federal public health staff deployed to the jurisdiction.

Performance Measure(s)

At present there are no CDC-defined performance measures for this function.

Resource Elements

Note: Jurisdictions must have or have access to the resource elements designated as **Priority**.

PLANNING (P)

P1: (Priority) Written plans should include a template for briefing volunteers of current incident conditions, including the following elements:

- Instructions on the current status of the emergency
- Volunteers' role (including how the volunteer is to operate within incident management)
- Just-in-time training
- Safety instructions
- Any applicable liability issues related to the incident and the volunteers' roles, psychological first aid, and/or volunteer stress management

P2: (Priority) Written plans should include a process to manage spontaneous volunteers. The process should include, at a minimum, the following elements:

- Process to communicate to the public whether spontaneous volunteers should report, and, if so, where and to whom
- Method to inform spontaneous volunteers how to register for use in future emergency responses
- Method to refer spontaneous volunteers to other organization (e.g., non-profit or Medical Reserve Corps)

(For additional or supporting detail, see *Capability 4: Emergency Public Information and Warning*)

If spontaneous volunteers will be integrated into a response, the process should include the identification of duties spontaneous volunteers can perform.

Suggested resources

- *Managing Spontaneous Volunteers in Times of Disaster: The Synergy of Structure and Good Intentions:*
http://www.nvoad.org/Index.php?l/cat_view/46-volunteer-management-.html
- *CDC and Association of State and Territorial Health Officials, At-Risk Populations and Pandemic Influenza: Planning Guidance for State, Territorial, Tribal, and Local Health Departments:*
<http://www.astho.org/Display/AssetDisplay.aspx?id=401>

P3: Written plans should include a process for how the public health agency will coordinate with emergency management or other jurisdictional lead agency to assure support (e.g., housing, feeding and mental/behavioral health needs) for public health volunteers.³³¹ (For additional or supporting detail, see *Capability 6: Information Sharing*)

P4: Written plans should include a process for assigning volunteers to response agencies.

P5: Written plans should include a process for coordinating with volunteer health professional entities and staff from various levels (e.g., local, state, federal), including but not limited to Medical Reserve Corps, ESAR-VHP and the National Disaster Medical System.

Suggested resource

- *Medical Surge Capacity and Capability Handbook:*
<http://www.phe.gov/preparedness/planning/mssc/handbook/pages/default.aspx>

CAPABILITY 15: Volunteer Management

Function 3: Organize, assemble, and dispatch volunteers

Resource Elements (continued)

PLANNING (P)

- P6:** Written plans should include a request protocol for state and local health departments that should contain, at a minimum, protocols for the following elements:
- Local/ state health department requests for interjurisdictional volunteer assets
 - Local health department escalation requests for federal public health assets through the state. The request from local to state should include a clear statement of the role of the requested asset.
 - State health department escalation requests for federal public health assets. The request should include a clear statement of the role of the requested asset.
 - State health departments to communicate information received from/about federal response teams to local health departments
 - Communication between state and local health departments about volunteer needs and assignments during an incident

(For additional or supporting detail, see Capability 6: Information Sharing)

- P7:** Written plans should include procedures for coordinating support services for responding federal medical stations. States should work with their U. S. Department of Health and Human Services Regional Emergency Coordinator to develop support service plans, to include at a minimum the disposal of biohazard medical waste.

EQUIPMENT AND TECHNOLOGY (E)

- E1:** Have or have access to a manual or electronic system for tracking volunteer assignment, to include maintenance of a history of volunteer deployments/volunteer activity in incident responses.

Suggested resource

- Emergency System for the Advance Registration of Volunteer Health Professionals: www.phe.gov/esarvhp

Function 4: Demobilize volunteers

Release volunteers based on evolving incident requirements or incident-action plan and coordinate with partner agencies to assure provision of any medical and mental/behavioral health support needed for volunteers to return to pre-incident status.

Tasks

This function consists of the ability to perform the following tasks:

Task 1: Track (record or document) the demobilization of volunteers.

Task 2: Assure coordination of out-processing³² of volunteers.

Task 3: Coordinate with jurisdictional authorities and partner groups to identify community resources that can support volunteer post-deployment medical screening, stress, and well-being assessment and, when requested or indicated, referral to medical and mental/behavioral health services. *(For additional or supporting detail, see Capability 2: Community Recovery and Capability 14: Responder Safety and Health)*

Performance Measure(s)

At present there are no CDC-defined performance measures for this function.

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

Public Health Preparedness Capabilities:
National Standards for State and Local Planning



CAPABILITY 15: Volunteer Management

Function 4: Demobilize volunteers

Resource Elements

Note: Jurisdictions must have or have access to the resource elements designated as Priority.

PLANNING (P)

P1: (Priority) Written plans should include a process for releasing volunteers, to be used when the public health department has the lead role in volunteer coordination. The process should include steps to accomplish the following:

- Demobilize volunteers in accordance with the incident action plan
- Assure all assigned activities are completed, and/or replacement volunteers are informed of the activities' status
- Determine whether additional volunteer assistance is needed from the volunteer
- Assure all equipment is returned by volunteer
- Confirm the volunteer's follow-up contact information

(For additional or supporting detail, see Capability 4: Emergency Operations Coordination)

P2: (Priority) Written plans should include a protocol for conducting exit screening during out-processing, to include documentation of the following:

- Any injuries and illnesses acquired during the response
- Mental/behavioral health needs due to participation in the response
- When requested or indicated, referral of volunteer to medical and mental/behavioral health services

Suggested resource

- Information on post-incident environmental or occupational exposure monitoring: National Institute of Occupational Safety and Health website <http://www.cdc.gov/niosh/>

(For additional or supporting detail, see Capability 14: Responder Safety and Health)

Leahy, John J. (DPH)

From: Trout, David (DPH)
Sent: Friday, June 27, 2014 1:29 PM
To: Leahy, John J. (DPH)
Cc: Sandy Collins (scollins@westfordma.gov)
Subject: Region 3 MRC BP3 Budget
Attachments: Region 3 MRC BP3 Budget.pdf; Region 3 MRC BP3 Budget.xls

Hi John,

Attached, please find a signed budget for the Region 3 Medical Reserve Corps allocation for BP3; I have reviewed this to the best of my ability, and based on deliverable and program knowledge this seems like a good budget. I have also attached the Excel Spreadsheet version of it, and you will receive my original signed budget sheet in the mail with the other Region 3 Public Health Coalition's PHEP BP3 Budgets.

The issue with the budget shortchange was that a quantity wasn't entered for Mystic Valley MRC's \$13,339.78 distribution; given that the Capability 15 worksheet relied on formulas to figure a total amount for each line item, the total for this MRC was effectively zero times \$13,339.78 = 0. That is why the budget shortchange was this amount exactly.

This copy will replace the Region 3 MRC BP3 Budget previously signed and submitted on 6.19.14 and earlier today on 6.27.14.

Sincerely,

David

PHEP BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: Region 3c

Host Agent: Westford

Capability	Capability	Narrative	Budgeted Amount
1	Community Preparedness		\$0.00
2	Community Recovery		\$0.00
3	Emergency Operations Coordination		\$0.00
4	Emergency Public Information and Warning		\$0.00
5	Fatality Management		\$0.00
6	Information Sharing		\$0.00
7	Mass Care		\$0.00
8	Medical Countermeasure Dispensing		\$0.00
9	Medical Material Management and Distribution		\$0.00
10	Medical Surge		\$0.00
11	Non-Pharmaceutical Interventions		\$0.00
12	Public Health Laboratory Testing		\$0.00
13	Public Health Surveillance and Epidemiological Investigation		\$0.00
14	Responder Safety and Health		\$0.00

MRC BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: Region 3
Host Agent: Westford, MA

Capability	Capability	Narrative	Budgeted Amount
1	Community Preparedness		\$0.00
2	Community Recovery		\$0.00
3	Emergency Operations Coordination		\$0.00
4	Emergency Public Information and Warning		\$0.00
5	Fatality Management		\$0.00
6	Information Sharing		\$0.00
7	Mass Care		\$0.00
8	Medical Countermeasure Dispensing		\$0.00
9	Medical Material Management and Distribution		\$0.00
10	Medical Surge		\$0.00
11	Non-Pharmaceutical Interventions		\$0.00
12	Public Health Laboratory Testing		\$0.00
13	Public Health Surveillance and Epidemiological Investigation		\$0.00
14	Responder Safety and Health		\$0.00

MRC BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: Region 3
 Host Agent: Westford, MA

Capability	Capability	Narrative	Budgeted Amount
15	Volunteer Management	Funding will be spent by allocating equal distributions of 13,333.98 to each of the 7 MRC units in region 3 to work on volunteer recruitment/credentialing/training/placement and retention and the strengthening of emergency response in collaboration with local coalitions, state and healthcare partners.	\$93,378.46
	Other (Indirect, Program Management)	Administration of grant	\$16,478.55

Total Budget: \$109,857.01

Submitted by Host Agent Designee: *Sandy Collins*
 Date: 6/25/2014

Approved by Coalition Designee: _____
 Date: _____

Approved Regional Coordinator: *[Signature]*
 Date: 6/27/14

Approved OPEM Central Office: *[Signature]*
 Date: 6/27/14

MRC

PHEP L. 3 Budget

July 1, 2014 - June 30, 2015

Coalition: 3C
Host Agent: Westford

Capability	Capability	Narrative	Budgeted Amount
	Other (Indirect, Program Management)		\$16,478.55

Total Budget: \$109,857.01

Submitted by Host Agent Designee: Linda J. Callis
Date: 6/9/14

Approved by Coalition Designee: Robert J. Day ✓
Date: 6/9/14

Approved Regional Coordinator: [Signature] ✓
Date: 6/18/14

Approved OPEM Central Office: _____
Date: _____

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Health (Public Health Emergency Preparedness)

ACCOUNT NAME: MEDICAL RESERVES CORP

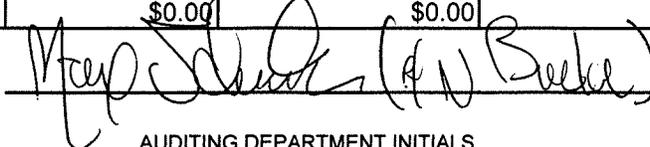
FUND NUMBER AND NAME: (N/A FOR NEW FUND 291121 MRC Emerge. Prep)

CFDA # (Required for Federal Grants): 93.008 (Per Agreement)

DATE PREPARED: 8/1/2014

**APPROVED
AMENDED BUDGET**

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE				
46800	\$13,340.00			\$13,340.00
				\$0.00
				\$0.00
Total:	\$13,340.00	\$0.00	\$0.00	\$13,340.00
EXPENSE (52000)				
51000	\$12,900.00			\$12,900.00
51840	\$440.00			\$440.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$13,340.00	\$0.00	\$0.00	\$13,340.00

DEPARTMENT HEAD SIGNATURE 

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

ENCLOSURE 6



Nineteen Harbor Loop
Gloucester, MA 01930

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

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

Memorandum

From: Jim Caulkett, Harbormaster 
To: Mayor Carolyn Kirk
Date: July 23, 2014
Subject: Dun Fudgin Security Lighting Grant

Mayor Kirk,

In your next Mayor's Report to Council will you include the attached grant/contract from the Department of Conservation and Recreation for funds to install Security Lighting at Dun Fudgin Boat Ramp for Council approval.

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

Respectfully



June 2, 2014

James Caulkett Jr.
Harbormaster
19 Harbor Loop
Gloucester, MA 01930

RE: P14-2883-G26 (3973) Annisquam River Boat Ramp Lighting.

Dear Mr. Caulkett:

Enclosed please find the contract documents for the above referenced scope of work for the project. Please review this information carefully and closely and complete the shaded sections as well as filling out the Contractor Authorized Signature Listing form. Upon completion and affixing of the authorized signature, please resubmit these agreement documents with original signatures to this office. We will process the agreement and send you a copy of the fully executed agreement when finalized.

The Seaport Council voted \$24,750.00 for the Lighting of Boat ramp Annisquam River.

Once the agreement has been executed, the City of Gloucester may request the full amount up front in FY14. The request must include a funding request form and necessary documentation.

Please be advised that the enclosed Quarterly Report Forms are to be completed and submitted within fifteen (15) days after the close of the quarter. The final report shall include a copy of the canceled checks used for payment throughout this project.

Attached you will find the Rivers and Harbors Program Requirements to be signed and returned to this office with the signed contract. This information was compiled to identify the minimum requirements for the compliance with the grant as established with the Office of the State Comptroller and DCR policies. **If these requirements are not complied with, the Grant Compliance Officer may not be allowed to issue future funds until compliance has been made.**

The Grant Compliance Officer for this project is Mr. Michael Driscoll. He can be reached for any questions or concerns at (781) 740-1600 x 107 or his cell phone at (617) 719-2199.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Driscoll".

Michael Driscoll
Grant Compliance Officer

Enclosures

CC: Louis Elisa, Seaport Council



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal _____ Other _____

Name of Grant: DCR Annisquam River Boat Ramp Lighting Grant

Department Applying for Grant: HARBORMASTER OFFICE

Agency-Federal or State application is requested from: MASS DEPT. CONSERVATION & RECREATION

Object of the application: IMPROVING SECURITY LIGHTING \$24,150.00

Any match requirements: NONE

Mayor's approval to proceed: _____
Signature [Signature] Date 8/3/14

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: HARBORMASTER

ACCOUNT NAME: _____

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

CFDA # (Required for Federal Grants): _____

DATE PREPARED: 7/25/2014

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (6800)	24750.00			
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (52000)	24,750.00			
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE 

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a): Community Development Office		COMMONWEALTH DEPARTMENT NAME: DCR Division of Waterways MMARS Department Code:	
Legal Address: (W-9, W-4, T&C): 19 Harbor Loop, Gloucester MA 01930		Business Mailing Address: 30 Shipyard Drive, Suite 200 Hingham MA 02043	
Contract Manager: James W. Caulkett Jr.		Billing Address (if different):	
E-Mail Address: jcaulkett@gloucester-ma.gov		Contract Manager: Michael Driscoll CE IV	
Phone: 978-282-3012	Fax: 978-281-4188	E-Mail Address: Michael.driscoll@state.ma.us	E-Mail Address 2:
Contractor Vendor Code:		Phone: 781-740-1600 x107	Fax: 617-727-2950
Payment Address Code: (e.g. "AD001") AD0 _____		MMARS Doc ID(s):	
Is this Payment Address Code set up for EFT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach <u>EFT paperwork</u>)		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). <u>\$24,750.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify exemption: ____ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); ____ federal grant/trust; ____ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) <i>Project P14-2883-G26 (3973) : Funding for FY2014 project in designated municipalities, towns, and cities as per Ch. 312 A2008 ("environmental bond bill") s. 2A, item 1100-2500, as approved by Seaport Advisory Council. Seaport Councils adjustments for projects that had funds FY14. Seaport Advisory Council Meeting Minutes , Cottage Park Yacht Club, Winthrop March, 1 2005 where the following project was voted and Seaport Council is awarding the money in FY14. Gloucester Annisquam Canal Commercial Boat Ramp Completion, \$24,750.00 As the front door to Gloucester Harbor, the Annisquam Canal provides a major waterway for commercial and recreational boaters. This project proposes to provide lighting at the Annisquam Canal commercial boat ramp to support the needs of fishing vessel traffic.</i>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2014</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR:		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Carolyn A. Kirk</u>		Print Name: <u>John P. Murray</u>	
Print Title: <u>City of Gloucester</u>		Print Title: <u>Commissioner DCR</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Payment Remittance Address: Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: Enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the Payment Remittance Address Code (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. **EFT is required for all payments absent exceptional circumstances.**

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code, assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Contractor Code of Conduct and Business Ethics. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied

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and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment,

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lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the

awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

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

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a): Community Development Office		COMMONWEALTH DEPARTMENT NAME: DCR Division of Waterways MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 19 Harbor Loop, Gloucester MA 01930		Business Mailing Address: 30 Shipyard Drive, Suite 200 Hingham MA 02043	
Contract Manager: James W. Caulkett Jr.		Billing Address (if different):	
E-Mail Address: jcaulkett@gloucester-ma.gov		Contract Manager: Michael Driscoll CE IV	
Phone: 978-282-3012	Fax: 978-281-4188	E-Mail Address: Michael.driscoll@state.ma.us	E-Mail Address 2:
Contractor Vendor Code:		Phone: 781-740-1600 x107	Fax: 617-727-2950
Payment Address Code: (e.g. "AD001") AD0 _____		MMARS Doc ID(s):	
Is this Payment Address Code set up for EFT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach EFT paperwork)		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: _____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$24,750.00 _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify exemption: ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) Project P14-2883-G26 (3973) : Funding for FY2014 project in designated municipalities, towns, and cities as per Ch. 312 A2008 ("environmental bond bill") s. 2A, item 1100-2500, as approved by Seaport Advisory Council. Seaport Councils adjustments for projects that had funds FY14. Seaport Advisory Council Meeting Minutes , Cottage Park Yacht Club, Winthrop March, 1 2005 where the following project was voted and Seaport Council is awarding the money in FY14. Gloucester Annisquam Canal Commercial Boat Ramp Completion, \$24,750.00 As the front door to Gloucester Harbor, the Annisquam Canal provides a major waterway for commercial and recreational boaters. This project proposes to provide lighting at the Annisquam Canal commercial boat ramp to support the needs of fishing vessel traffic.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2014</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR:		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Carolyn A. Kirk</u>		Print Name: <u>John P. Murray</u>	
Print Title: <u>City of Gloucester</u>		Print Title: <u>Commissioner DCR</u>	



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INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099! table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Payment Remittance Address: Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: Enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the Payment Remittance Address Code (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. **EFT is required for all payments absent exceptional circumstances.**

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code, assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other

reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "eemarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from

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being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Contractor Code of Conduct and Business Ethics. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied

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and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment,

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lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the

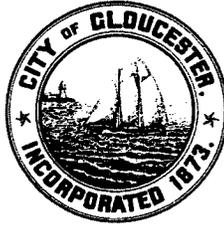
awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

ENCLOSURE 7



Nineteen Harbor Loop
Gloucester, MA 01930

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

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

Memorandum

From: Jim Caulkett, Harbormaster
To: Mayor Carolyn Kirk
Date: July 23, 2014
Subject: Clean Vessel Act Grant

C

Mayor Kirk,

In your next Mayor's Report to Council will you include the attached Clean Vessel Act Grant contract for Council approval.

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

Respectfully



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal Other _____

Name of Grant: Clean Vessel Act

Department Applying for Grant: HARBORMASTER'S OFFICE

Agency-Federal or State application is requested from: MASS. DIVISION OF MARINE FISHERIES

Object of the application: PUMP OUT GRANT - \$9500.00

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 8/3/14
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: HARBORMASTER
 ACCOUNT NAME: CLEAN VESSEL ACT
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 291006 02 PUMPOUT BOAT REIMBURSEMENT
 CFDA # (Required for Federal Grants): 15.616
 DATE PREPARED: 7/25/2014

APPROVED
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
41000	9,500.00			\$0.00
				\$0.00
				\$0.00
Total:	9,500.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
51000	8,000.00			\$0.00
52000	1,500.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE 

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Gloucester (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE	
Legal Address: (W-9, W-4,T&C): 19 Harbor Loop, Gloucester, MA 01930		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: James W. Calkett Jr.		Billing Address (if different): 30 Emerson Ave, Gloucester MA 01930	
E-Mail: jcaulkett@gloucester-ma.gov		Contract Manager: Cecil French	
Phone: 978-282-3012	Fax: 978-281-4188	E-Mail: Cecil.french@state.ma.us	
Contractor Vendor Code: VC 6000 192096		Phone: 978 282 0308 ext 119	Fax: 617 727 3337
Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CITYOFGLOUCESTER2015	
		RFR/Procurement or Other ID Number:	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: _____ 20_____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$9,500.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Provision of services pursuant to the Clean Vessel Act. "See Attached"			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2015</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Kevin Creighton</u>	
Print Title: _____		Print Title: <u>Chief Fiscal Officer</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a **Maximum Obligation component** and **Rate Contract component**, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

ATTACHMENT A
Segment V-14-D-1
(20)
Scope of Services

Gloucester

In consideration of a Clean Vessel Act grant by the Commonwealth of Massachusetts Division of Marine Fisheries, hereinafter called the Division, in the amount of nine thousand five hundred (\$9,500.00) dollars, the City of Gloucester, hereinafter called the City, shall service the resident and transient boaters of Gloucester and environs by providing a program to collect and legally dispose of sewage from vessel holding tanks and portable toilets. In order to provide said program the city shall acquire and/or operate and maintain the following equipment:

Section 1

- A. Appended to this document and identified as Addendum A is a list of equipment acquired by the City, which shall be incorporated by reference herein.
- B. Such sewer connection materials transfer stations fittings etc. as are necessary to make the equipment identified in Addendum A operational.
- C. Miscellaneous safety equipment and gear as is necessary for the safe operation of the pumpout equipment.
- D. Such supplies including, but not limited to, fuel and oil as are necessary to operate and maintain the equipment identified above.
- E. Replacement or repair of motors and equipment including new outboard engines for pumpout boats if necessary to continue pumpout operations.

Section 2

The City shall be responsible for providing the personnel necessary to operate and maintain the pumpout equipment identified in Section 1 above.

Section 3

The City agrees that the use of the equipment funded under this contract and the pumpout services provided by the employees funded under this contract shall be at no cost to the boater (i.e. no per-pumpout fee). Pumpout services shall be available to the boater during reasonable business hours in the boating season. The City further agrees that the equipment funded under this contract will remain in use and be

only after written approval by the Division.

Section 10

This contract shall be annually renewable on July 1 at the option of the Clean Vessel Act grant administrators of the Commonwealth of Massachusetts for the duration of the Federal Clean Vessel Act Grant.

(25%) percent of the cost of the personnel identified in Section 2 of Attachment A. Payments to reimburse City employees for operating pumpout equipment cannot exceed \$12 per hour, regardless of the employee's actual salary, but can be less if the employee is paid less than \$16 per hour.

The Commonwealth shall pay the City the reasonable and necessary fringe and indirect costs for those City employees hired pursuant to Section 2 of Attachment A in an amount computed in the following manner:

Indirect costs: Payment of not more than ten percent (10%) times the salaries paid to the City personnel necessary to operate and maintain the pumpout equipment identified in Section 1 of Attachment A.

Fringe costs. An amount equal to the amount paid by the City for health insurance and retirement for the City personnel necessary to operate and maintain the pumpout equipment identified in Section 1 of Attachment A.

No fringe or indirect costs shall be paid by the Commonwealth for employees hired by a collaborator.

Section 5

The Commonwealth shall reimburse the City for items of equipment owned by the City or its collaborators and for services rendered by the City or its collaborators if such equipment or services are (a) necessary, reasonable and directly related to the pumpout program (b) not funded by any other Federal grant or program and are adequately documented as determined by the Division.

Requests for reimbursements for equipment that will be donated to the pumpout program by the City or by a collaborator shall be accompanied by an appraisal report conducted by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair market value of such equipment. The City agrees that all such equipment donated to the pumpout program shall be dedicated to the pumpout program for the useful life of that equipment notwithstanding the expiration of this contract. If reimbursement is requested for items of equipment donated by collaborators the City shall also secure and forward to the Division an agreement from the collaborator attesting to his donation of such equipment and the continued dedication of such equipment for the useful life of said equipment.

Requests for reimbursement for equipment that will be loaned to the pumpout program by the City or by a collaborator for the duration of this contract shall be accompanied by a statement by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair rental rate for such equipment for the period of this contract.

- 1) Any observed/reported incident of unauthorized use of CVA funded vessels will be followed-up by a MarineFisheries communication with the appropriate operator. MarineFisheries may conduct site visits or contact area boaters for supplemental information as necessary. The pumping out of commercial vessels with CVA funded equipment is strictly prohibited.
- 2) In those instances where MarineFisheries determines that an unauthorized use of a CVA funded vessel has occurred, MarineFisheries will provide written notification to the operator of its determination with a warning that continued misuse or abuse of CVA-funded vessels and equipment may result in:
 - a) the loss of O&M and/or equipment replacement funds;
 - b) the removal of misused equipment from the facility; and/or
 - c) an assessment against the operator by the Department of Fish and Game for reimbursement of the federal contribution against the current market value of the vessel (e.g., a vessel with a current market value of \$20,000 would require the operator to reimburse the CVA Program the sum of \$15,000).
- 3) The Department of Fish and Game shall conduct an adjudicatory proceeding in accordance with the relevant provisions of G.L. c.30A and 801 CMR 1.01 prior to the assessment of any reimbursement of the federal contribution against the current market value of the vessel as provided for in paragraph 2.c. An independent marine surveyor shall be contracted by MarineFisheries to provide all necessary and appropriate valuations.

Section 11

When acquiring replacement equipment, the City may use the equipment to be replaced as a trade-in or the City may sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Division. If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment acquired under this grant is no longer needed or the City is no longer able to support the pumpout program, disposition of the equipment shall be made as follows:

- 1) The equipment may be transferred at no cost to another CVA subgrantee (e.g., marina, yacht club, or governmental agency) if such equipment will remain in use and be dedicated to the pumpout program. The conditions for such transfer shall be stipulated by the Division and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

ENCLOSURE 8

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

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

TRANSFER # 2015-SBT- 3 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ **Community Deveopment** _____

DATE: 7/27/2014 BALANCE IN ACCOUNT: \$20,570.20

(FROM) PERSONAL SERVICES ACCOUNT # _____ *Unifund Account #*
101000.10.181.51100.0000.00.000.00.051

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

Community Development Sal/wage perm pos
Account Description

DETAILED EXPLANATION OF SURPLUS: Available funds

(TO) PERSONAL SERVICES ACCOUNT # _____ *Unifund Account #*
101000.10.296.51250.0000.00.000.00.051

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

Shellfish control, Sal/wage part-time position
Account Description

DETAILED ANALYSIS OF NEED(S): to cover shortfall in part time shellfish warden salary

TOTAL TRANSFER AMOUNT: \$176.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER
 FROM ACCOUNT: \$ 20,394.20
 TO ACCOUNT: \$ -

APPROVALS:

DEPT. HEAD: _____ *[Signature]* DATE: 7/28/14

ADMINISTRATION: _____ *[Signature]* DATE: 8/3/14

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

Hi Marie,

I will be booking a manually entry to charge back to fiscal 2014 the following amounts since June 30th ended on a Monday this year it was included in the Fiscal 2015 pay period 1 but that 1 day of pay belongs to fiscal 2014.

Account	Name	Fiscal Year	Hours	Rate	Regular
101000.10.296.51100.0000.00.000.00.051	Sargent, David	FY14	8.00	0.00	\$197.76
101000.10.296.51250.0000.00.000.00.051	Cominelli, Tamela	FY14	4.00	0.00	\$82.36

Below is what the account balance is currently in fiscal 2014 (\$197.24) so there is no money available to be transferred from the perm salaries account to the part-time account with the attached ordinary budget transfer. I added a column for the pending chargeback and what the balance will be after I move the charge back of \$0.52 to cover the part-time positions deficit of (\$176.00) the Community Development Director will need to find a funding source, if it is from an ordinary account like supplies or the Community Development Department to the Shellfish Department he will need to do a special budgetary transfer which will need City Council approval. If you need any further clarification please feel free to contact me. Thanks.

Account	Description	Budget	YTD Transactions	Balance	Encumbrance	Budget Balance	Pending Chargeback to FY14	Ending Balance after chargeback
101000.10.296.51100.0000.00.000.00.051	Shellfish Control, Sal/Wage-Perm Pos	\$52,639.00	\$4,029.68	\$48,609.32	\$48,806.56	(\$197.24)	\$197.76	\$0.52
101000.10.296.51250.0000.00.000.00.051	Shellfish Control, Sal/Wage-P/T Pos	\$20,647.00	\$1,594.36	\$19,052.64	\$19,311.60	(\$258.96)	\$82.96	(\$176.00)

Thanks and Best Regards,

ENCLOSURE 9

Christine Pantano

From: Other <do_not_reply@civicplus.com>
Sent: Thursday, July 10, 2014 8:57 AM
To: Christine Pantano
Subject: New request received

Category Other has received a new request.

Here is what we have on file:

Other

#592

[View Request](#)

Category:	Other	SUBMITTER	william taylor
Priority:	3		325 concord
Assigned To:	Pantano Chris		gloucester, 01930
Submitted:	7/10/2014 8:57 AM	CONTACT	
Source:	Website 76.19.89.43		williamtaylor2@mac.com
			978 879 4255

325 concord
Gloucester, MA 01930

REQUEST DETAILS

Description

I would like to donate money to the city for a DPW party. It would be in the amount of \$ 1,000 or \$ 2,000.

How do I make this happen. I think the city council has to accept it or permission given somehow.

Your Information

Name
william taylor
Fax Number

Email Address
williamtaylor2@mac.com
Preferred Contact Method
email

THE FACE OF THIS DOCUMENT HAS A GREEN BACKGROUND ON WHITE PAPER

Taylor, Ganson & Perrin

5-128
110

BNY Mellon, N.A.

Check No.: **81764073**

Pay Two thousand and 00/100 Dollars
To the Order Of
CITY OF GLOUCESTER

Date	Amount
07/25/14	\$2,000.00

Stephen Stojic

Authorized Signature
Not Valid After Six Months

City Hall
Nine Dale Ave
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

14 AUG -7 PM 12:03
CITY CLERK
GLOUCESTER, MA

MEMORANDUM

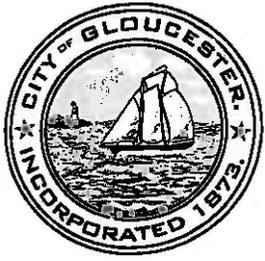
TO: Gloucester City Council
FR: Mayor Carolyn A. Kirk
RE: Death in Family
DT: August 7, 2014

Councilors,

It is with sadness that I share with you the news that my father, Jay Carl Anderson, passed away yesterday at age 89. While he had a long and full life, it certainly does not make it any easier. Some of you might remember him from the 2012 Inaugural ceremonies.

Funeral services will be next week in Clinton, New York, so I am calling upon Council President McGeary to take on the role of Acting Mayor from Monday, August 11 through Saturday, August 16.

The most important pending business for next week is the Council confirmation of Sal Di Stefano as the city's next Chief Administrative Officer. My understanding is that the O&A review of his appointment went well, and I am counting on full Council support on Tuesday night. If you have any questions about this appointment please call me directly on my cell phone. Thank you.



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

MEMORANDUM

14 JUL 21 AM 10:01
CITY OF GLOUCESTER, MA

DATE: July 22, 2014

TO: Mayor Carolyn Kirk
✓ Gloucester City Council
Gloucester School Committee
Gloucester Board of Health

FROM: Tom Daniel, Community Development Director
Noreen Burke, Health Director
Stephen Winslow, Senior Project Manager, Get Fit Gloucester!

Re: Get Fit Gloucester! **Mass in Motion 2013 Community Report
Success Stories**

On behalf of the Get Fit Gloucester! Partnership we're sharing with you the "Mass in Motion 2013 Community Report for Get Fit Gloucester!" recently prepared for the Massachusetts Department of Public Health's by its consultant MORE Advertising.

Once again thank you for all the support of this initiative. We'll be in contact with you in the Fall as Get Fit Gloucester! transforms into Mass in Motion – Cape Ann.

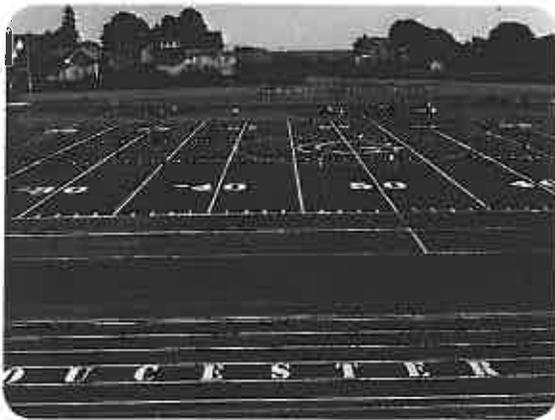
GET FIT GLOUCESTER!

Mass in Motion 2013 Community Report



About *Get Fit Gloucester!*, a program led jointly by the City of Gloucester Community Development and Health Departments

Get Fit Gloucester!, a Mass in Motion initiative, is working to create a “Fit Friendly Gloucester” by increasing opportunities for Gloucester residents to eat better and move more in the places they live, learn, work, and play. Gloucester is among 52 cities and towns throughout the Commonwealth that are part of the Massachusetts Department of Public Health’s Mass in Motion Municipal Wellness and Leadership Program.



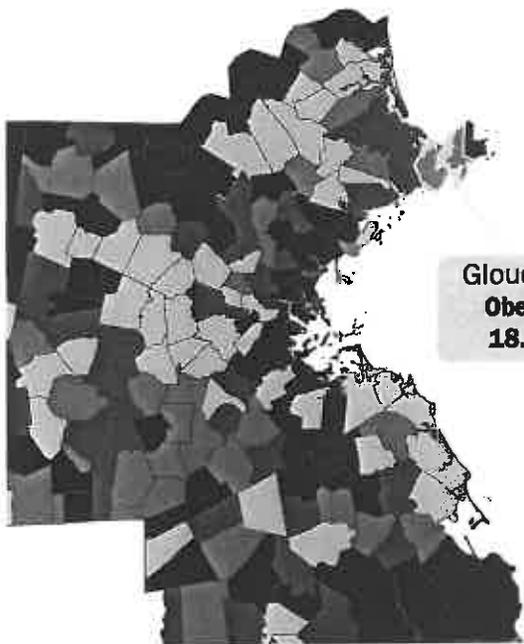
PRIORITY INITIATIVES

- ✓ **Built Environment** - designing vibrant, active neighborhoods for bikers and walkers
- ✓ **Parks & Recreation** - creating safe and inviting places for play and physical activity
- ✓ **Farmers’ Markets** - making local produce affordable and accessible
- ✓ **Community Gardens**- growing food locally
- ✓ **School Nutrition** - offering healthier foods in schools
- ✓ **Healthy Worksites** - creating healthier work environments

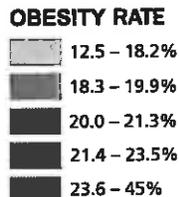
“Over the past year I’ve seen our hard work pay off. **Get Fit Gloucester!** is continually increasing opportunities for our local youth to be active and eat healthier.”

STEPHEN WINSLOW, SR.,
PROGRAM MANAGER

The Obesity Challenge



Gloucester, MA
Obesity Rate:
18.3 - 19.9%



Source:
 Behavioral Risk Factor
 Surveillance System
 2008, 2009, 2010

More than half of adults and 1 in 4 high school and middle school students in Massachusetts are overweight or obese. People who are overweight or obese are more likely to suffer preventable diseases, including diabetes, heart disease, and some cancers.

In the past ten years, the percentage of adults in Massachusetts with diabetes has increased 28%. In addition, over \$3.5 billion of medical expenses in Massachusetts are due to adult obesity.

Gloucester has one of the lower obesity rates in the Commonwealth, but nearly one-fifth of its residents are overweight or obese.

Mass in Motion communities are working together to reverse this epidemic.

There are many factors within our communities and neighborhoods that affect what we eat and how physically active we are able to be. Mass in Motion communities work to:

- ✓ Increase access to fresh healthy affordable foods
- ✓ Increase safe opportunities for physical activity
- ✓ Design neighborhoods that promote walking, biking, and active living

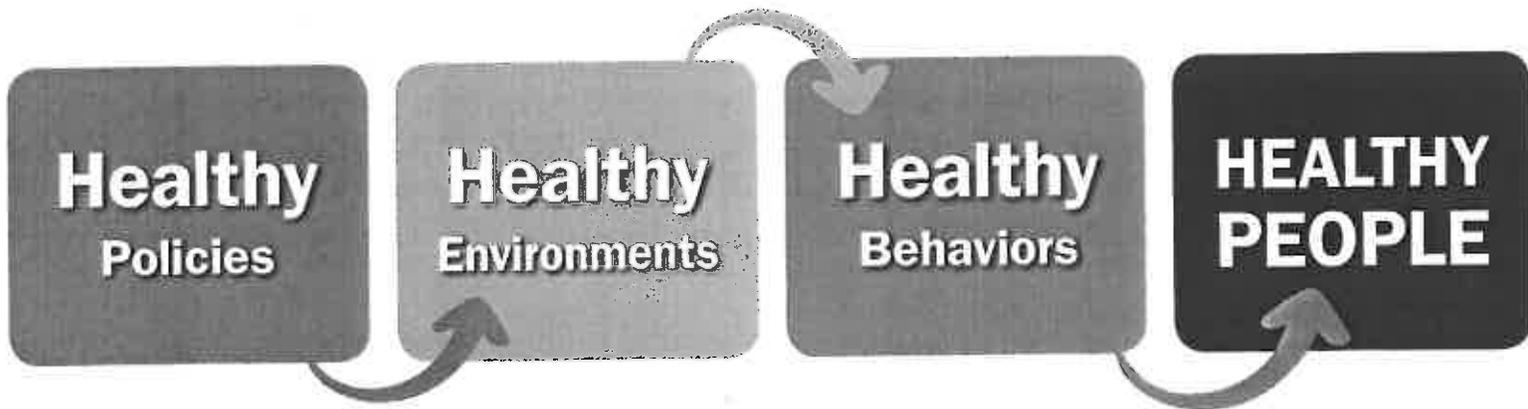
By creating positive changes to our environments, we are making it possible for people to **eat better, move more, and live healthier lives.**

**Healthy
Policies**

**Healthy
Environments**

**Healthy
Behaviors**

**HEALTHY
PEOPLE**



Gloucester Highlights



Success Story

On a beautiful Friday evening in September 2013, thousands of Gloucester residents of all ages participated in the grand opening of the New Balance Track and Field at Newell Stadium. The new stadium replaced a 75-year-old structure whose bathrooms had been condemned and its track deemed unsafe.

Preliminary plans for revitalization had been gathering dust until Get Fit Gloucester! worked with the Gloucester Fishermen's Athletic Association, taking the lead in helping to create a private-public partnership that raised the \$4 million needed to construct the project. In addition to helping raise the funds needed, Get Fit Gloucester! also organized the monthly building design committee meetings and managed the work of the construction contractor helping to keep the project on track.

The new facility has an in-fill turf field that will allow a 10-fold increase in games, practices, and class use. The track will allow Gloucester to host meets for the first time in seven years. Brighter lights allow lacrosse and field hockey teams to play safely at night and residents to walk the track in the early evening.

The Gloucester High School Athletic Department reports an increase in the number of student

athletes and physical education classes using the facility, opening new opportunities for physical activity to young people. As walking clubs, pee-wee football games, and casual joggers converge upon the space, it is easy to see the community's sense of pride in this new facility and excitement about the expansion of options for physical activity—and fun—it offers.

Healthy Eating

- Through a collaboration with Cape Ann Backyard Growers, Gloucester has a school garden at each elementary school that is used in the classroom and for school meals.

Active Living

- Gloucester passed a new ordinance requiring signage for bike routes and establishing the city's first bike lanes.



Mass in Motion

Mass in Motion Communities

Mass in Motion is a statewide movement led by the Massachusetts Department of Public Health that promotes opportunities for healthy eating and active living in the places where people live, learn, work, and play.

Mass in Motion encompasses a range of initiatives, including a workplace wellness program, the Massachusetts Children at Play program, and work supporting nutrition standards for schools and state agencies, in addition to the Municipal Wellness and Leadership Grant Program.

The Municipal Wellness and Leadership Program is a collaborative effort built on the engagement of multi-sector partnerships. These partnerships are an instrumental part of the success of Mass in Motion.

COMMUNITY PARTNERS - Working Together in Gloucester

Gloucester Public Schools, Gloucester Open Space Committee, Senior Services/COA, Food Project, Cape Ann Farmers Market, Backyard Growers, Northeast Health Systems, Gloucester Family Health Center, Healthy Gloucester Collaborative, Gloucester Fishermen's Athletic Association, Gorton's - HR, Gloucester Fishermen's Wives Association, Open Door/Cape Ann Food Pantry, Head Start, Cape Ann Transportation Operating Company, Mayor Kirk, Gloucester Health Department, Gloucester Community Development Department, Cape Ann YMCA, Manchester Athletic Club

Thanks to a public/private funding partnership that includes state, federal and private foundations, 52 municipalities across the Commonwealth are part of Mass in Motion. Mass in Motion is supported by the Massachusetts Department of Public Health, the Centers for Disease Control and Prevention, The Boston Foundation, Partners HealthCare, Tufts Health Plan Foundation, Blue Cross Blue Shield of Massachusetts, MetroWest Health Foundation, and Harvard Pilgrim Health Care Foundation.

Contact Information

Stephen Winslow, Sr.,
Project Manager
swinslow@gloucester-ma.gov
Get Fit Gloucester!
3 Pond Road
Gloucester, MA 01930



MASS.GOV/MASSINMOTION

Adams
Amherst
Aquinnah
Barnstable
Belchertown
Brockton
Cambridge
Chelsea
Chilmark
Clarksburg
Dorchester
Edgartown
Everett
Fall River
Fitchburg
Framingham
Franklin
Gloucester
Great Barrington
Greenfield
Holyoke
Hudson
Lee
Lenox
Lowell
Lynn
Malden
Marlborough
Medford
Melrose
Montague
Nantucket
New Bedford
North Adams
Northampton
Northborough
Oak Bluffs
Orange
Pittsfield
Plymouth
Revere
Salem
Somerville
Springfield
Stockbridge
Tisbury
Wakefield
Waltham
West Tisbury
Weymouth
Williamsburg
Worcester



CITY CLERK
GLOUCESTER, MA
14 AUG -6 AM 11:24

DOWNTOWN DEVELOPMENT COMMISSION

c/o 153 Main Street, Gloucester, MA 01930
Gloucesterinfo@gmail.com

August 5, 2014

Gloucester City Council

Everyone,

We are pleased to invite all of you to thank the Y Clean Team for their efforts to make Gloucester a cleaner and more attractive city.

On Friday, August 15th at 11:30 here will be a gathering at the Fitz Henry Lane building for remarks and photos. Everyone will then adjourn to Papa Gino's for pizza, soft drinks and cake. This event is being sponsored by the Building Center.

We hope that some of you will have a chance to stop by and thank them for all their hard work this summer.

Sincerely,

Suzanne Silveira
Chair
Downtown Development Commission



CITY OF GLOUCESTER 2014 CITY COUNCIL ORDER

ORDER: CC#2014-032
COUNCILLOR: Steve LeBlanc

DATE RECEIVED BY COUNCIL: 08/12/14
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the City Council amend the Code of Ordinances Chapter 22, "Traffic", Sec. 22-270.1 "Resident Sticker Parking Only" by adding a definition of "resident parking sticker" as follows: "Resident parking sticker shall mean a parking sticker for persons who demonstrate proof of Gloucester residency at one of the streets or areas listed in Sec. 22-270.1 and ownership of the vehicle to be stickered. The sticker shall differ in size, color and shape from a resident beach sticker and shall say "NOT FOR BEACH."

FURTHER ORDERED that this matter of distinguishing Resident Beach Stickers from Resident Parking Stickers and changing and improving signage at areas listed in Sec. 22-270.1 and adding the areas listed in Sec. 22-270.1 to Sec. 22-176(b) "Penalties for parking violations-in beach district" be referred to the Ordinance and Administration Standing Committee and the Traffic Commission for review and recommendations.

Steve LeBlanc
Ward 3 Councillor



CITY OF GLOUCESTER 2014 CITY COUNCIL ORDER

ORDER: CC#2014-033
COUNCILLOR: Melissa Cox

DATE RECEIVED BY COUNCIL: 08/12/14
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the City Council amend the Code of Ordinances Chapter 22 "Traffic" Sec. 22-284 entitled "Service or loading zones" by:

ADDING "(a)" before the words "The following locations;"

and by **ADDING** a new subsection (b) as follows:

"(b) Overnight parking shall be allowed from 7:00 p.m. to 7:00 a.m. daily in all loading zones designated in this section;"

and by **amending** the Code of Ordinances Chapter 22 "Traffic" by **DELETING** Sec. 22-155 "Parking Prohibited 12:00 midnight to 6:00 a.m. from December 15 to March 15;" and

FURTHER ORDERED that all signage designating loading zones under Sec. 22-284 be replaced with signs which state that overnight parking is allowed; and

FURTHER ORDERED that the matter of overnight parking in loading zones be referred to the Ordinances and Administration Standing Committee, and the Traffic Commission for review and recommendation.

Melissa Cox
Ward 2 Councillor



**CITY OF GLOUCESTER 2014
CITY COUNCIL ORDER**

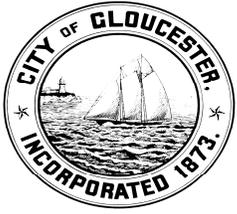
ORDER: CC#2014-034
COUNCILLOR: Paul McGeary

DATE RECEIVED BY COUNCIL: 08/12/14
REFERRED TO: Traffic Commission
FOR COUNCIL VOTE: 08/26/14

ORDERED whether the City Council wishes to petition the state to lower the speed limit on Brightside Avenue to 20 miles per hour; and

FURTHER ORDERED that this matter be referred to the Traffic Commission for review and recommendation.

Paul McGeary
Ward 1 Councillor



CITY OF GLOUCESTER 2014 CITY COUNCIL ORDER

ORDER: CC#2014-035
COUNCILLORS: Paul McGeary, Sefatia Romeo-Theken,
Greg Verga, Melissa Cox, William Fonvielle, Steve LeBlanc, Paul Lundberg
Jackie Hardy

DATE RECEIVED BY COUNCIL: 08/12/14
REFERRED TO: O&A
FOR COUNCIL VOTE:

ORDERED to Amend the Gloucester Code of Ordinances Chapter 14 by **adding** Article III “Sex Offender Residency Ordinance” as follows:

Article III SEX OFFENDER RESIDENCY ORDINANCE

Sec. 14-34. Determinations and Intent.

1. It is the intent of this ordinance to protect the City of Gloucester’s interest to promote and protect the public health, safety and welfare of the inhabitants of Gloucester by creating areas around locales where children and the elderly regularly congregate and wherein certain sex offenders are prohibited from establishing temporary or permanent residence.
2. It is determined that this ordinance is the most narrowly crafted means of restricting to the fullest extent possible the opportunity for registered sex offenders to approach or interact with children and the elderly where they routinely and naturally congregate and that the protections of the health and safety of our children is a compelling public and governmental interest.
3. This ordinance is intended to create a civil non-punitive regulatory scheme in order to protect children and the elderly to the greatest extent possible under the circumstances of public welfare protections and not as a punitive measure of any kind.
4. Registered sex offenders pose a clear threat to children and the elderly as vulnerable groups residing in or visiting Gloucester. Because registered sex offenders are more likely than any other type of offender to re-offend for another sexual offense, Gloucester desires to impose safety precautions in furthering the public purpose of protecting these groups. The purpose of this ordinance is to mitigate the potential risk of harm to children and the elderly of the Gloucester community by deterring the ability for registered sex offenders to be in contact with unsuspecting individuals in locations that are primarily utilized by such groups. Gloucester desires to add location restrictions on such offenders where state law is silent.

Sec. 14-35. **Definitions**

1. “Park” means public land designated for active or passive recreational or athletic use by the city of Gloucester, Commonwealth of Massachusetts or other governmental subdivision, and located within the city of Gloucester.
2. “School” means any public or private educational facility that provides services to children in grades kindergarten - 12.
3. “Day care center” means an establishment, whether public or private, which provides care for children and is registered with and licensed pursuant to the laws of the Commonwealth of Massachusetts by the Department of Early Education and Care.
4. “Elderly housing facility” means a building or buildings on the same lot containing four or more dwelling units restricted to occupancy by households having one or more members fifty-five years of age or older.
5. “Place of worship” means a structure used for religious worship or religious education purposes on land owned by, or held in trust for the use of, any religious organization.
6. “Sex offender” means a person who resides, works or attends an institution of higher Learning in the commonwealth and who has been convicted of a sex offense or who has been adjudicated as a youthful offender or as a delinquent juvenile by reason of a sex offense or a person released from incarceration or parole or probation supervision or custody with the Department of Youth Services for such a conviction or adjudication or a person who has been adjudicated a sexually dangerous person under G.L. c. 123A, §14, as in force at the time of adjudication, or a person released from civil commitment pursuant to section 9 of said chapter 123A, whichever last occurs, on or after August 1, 1981.
7. “Sex offender registry” means the collected information and data that is received by the Sex Offender Registry Board pursuant to General Law 6, Section 178C to 178P inclusive, as such information and data is modified or amended by the sex offender registry board or a court of competent jurisdiction pursuant to said Sections 178C to 178P, inclusive.
8. “Permanent residence” means a place where a person lives, abides, lodges, or resides for five (5) or more consecutive days or fourteen (14) or more days in the aggregate during any calendar year.
9. “Establishing a residence” means to set up or bring into being a dwelling place or an abode where a person sleeps, which may include more than one location, and may be mobile or transitory, or by means of purchasing real property or entering into a lease or rental agreement for real property (including a renewal or extension of a prior agreement whether through written execution or automatic renewal). The renewal or extension of a prior agreement whether through written execution or automatic renewal shall constitute establishing a resident.

Sec. 14-36. **Sexual Offender Residence Prohibition; Penalties; Exceptions**

1. It is unlawful for any sex offender who is finally classified as a level 2 or 3 offender pursuant to the guidelines of the Sex Offender Registry Board, to establish a permanent residence within two thousand (2,000) feet of any school, day care center, park, elderly housing facility or place of worship, if, after notice and a hearing before the Police Chief and/or his designee, the Police Chief and/or his designee determines that the sex offender poses a risk to the public and, therefore, residency should be limited in accordance with this section. The Police Chief shall issue his/her determination within forty five (45) days of the close of the hearing
2. For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence to the nearest outer property line of a school, day care center or park, elderly housing facility or place of worship.
3. Notice to move. Any registered level 2 or level 3 sex offender who establishes a permanent residence within two thousand (2,000) feet of any school, day care center, park, elderly housing facility or place of worship shall be in violation of this section and shall, within thirty (30) days of receipt of written notice of the sex offender's noncompliance with this chapter, move from said location to a new location, but said location may not be within two thousand (2,000) feet of any school, day care center, park, elderly housing facility or place of worship. It shall constitute a separate violation for each day beyond the thirty (30) days the sex offender continues to reside within two thousand (2,000) feet of any school, day care center, park, elderly housing facility or place of worship. Furthermore it shall be a separate violation each day that a sex offender shall move from one location in Gloucester to another that is within two thousand (2,000) feet of any school, day care center, park, elderly housing facility or place of worship.
4. Penalties. Violation of this ordinance, or of any regulations adopted hereunder, may be enforced through any lawful means in law or in equity by the Mayor, or his/her duly authorized agents, or any police officer of Gloucester including, but not limited to, enforcement by non-criminal disposition pursuant to G.L. c. 40, §21D. Each day a violation exists shall constitute a separate violation. The penalties shall be as follows:
 - a. First Offense: Notification to offender that he/she has thirty (30) days to move, if, after notice and a hearing before the Police Chief and/or his designee, the Police Chief and/or his designee determines that the sex offender poses a risk to the public and, therefore, residency should be limited in accordance with this ordinance.
 - b. Subsequent Offense: This shall apply to any offender served or supplied with a notification of a first offense and a hearing that has failed to comply with all requirements of the notification within the thirty ((30) day period. Non-criminal fine pursuant to Section 1-14 of the Code of Ordinances and notification to the offender's landlord, parole officer and/or probation officer and the Commonwealth's Sex offender Registry Board that the person has violated a municipal ordinance.

5. Exceptions. A person residing within 2,000 feet of any school, day care center, Park, playground, elderly housing facility or place of worship does not commit a violation of this section if any of the following apply:
 - a. The person established the permanent residence and reported and registered the residence prior to the effective date of this ordinance.
 - b. The person was a minor when he/she committed the offense and was not convicted as an adult.
 - c. The school, day care center, park, elderly housing facility or place of worship within 2,000 feet of the personal permanent residence was established after the person established the permanent residence and reported and registered the residence pursuant to the Sex Offender Registry Law.
 - d. The person is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution or facility.
 - e. The person is admitted to and/or subject to an order of commitment at a public or private facility for the care and treatment of mentally ill persons pursuant to G.L. c. 123.
 - f. The person is a mentally ill person subject to guardianship pursuant to G.L. c. 201, §6 or a mentally retarded person subject to guardianship pursuant to G.L. c. 201, §6A, residing with his or her guardian or residing within a group residence that is professionally staffed and supervised 24 hours a day.

Paul McGeary
Ward 1 Councillor

Sefatia Romeo Theken
Councillor at Large

Greg Verga
Councillor at Large

Melissa Cox
Ward 2 Councillor

William Fonvielle
Ward 5 Councillor

Steve LeBlanc
Ward 3 Councillor

Paul Lundberg
Councillor at Large

Jackie Hardy
Ward 4 Councillor

GLOUCESTER CITY COUNCIL MEETING

Tuesday, July 22, 2014 – 7:00 p.m.

Kyrouz Auditorium – City Hall

-MINUTES-

Present: Chair, Councilor Paul McGeary; Vice Chair, Councilor Sefatia Theken; Councilor Melissa Cox; Councilor Jacqueline Hardy; Councilor Steve LeBlanc, Jr.; Councilor Greg Verga; Councilor Robert Whyntt; Councilor Paul Lundberg; Councilor William Fonvielle

Absent: None

Also Present: Linda T. Lowe; Kenny Costa; John Dunn; Noreen Burke, Mark Cole; Noreen Burke; Larry Durkin

The meeting was called to order at 7:00 p.m.

Flag Salute & Moment of Silence.

Councilor Whyntt dedicated the moment of silence in memory of Lee Harrington, a well-known community leader.

Oral Communications:

Tracey Chiancola, 47 River Road, said that last year the City dug up road for paving, cut the sidewalks and paved only one coat on the road. She has a sharp edge on her driveway, and she was under the impression that the City was going to finish the job the following spring. To date, the paving has been not completed, still has sharp edge on driveway and has not had a response from the DPW of when the paving would be completed.

Brenda Malloy 43 Rocky Neck Avenue requested crosswalks be painted on Rocky Neck Avenue.

Presentations/Commendations:

1 of 1: Board of Health re: Fluoridation of Community Water Supply

Council President McGeary said that questions from the public were forwarded to the Council prior to this evening with a request to the Board of Health that they be answered during the presentation. He indicated that those responses had been formulated.

Noreen Burke, Director of the Gloucester Public Health Department made the following presentation:

Ms. Burke said she first heard about this issue being raised at a FY15 budget meeting by Councilor Fonvielle. She noted that the Cape Ann Fluoride Action Network came before Board of Health and made a presentation. The Board then decided, under the leadership of Dr. Richard Sagall, the Board's Chair, to form a working committee to take a thorough look at all the evidence and science of fluoridation.

She reviewed that fluoride was added to the water in Gloucester in 1981. Dr. John Wolfe was the Chair of the Board of Health at that time, she noted. The Board formed a working ad hoc subcommittee convened by Dr. Sagall. That subcommittee took about six weeks to go through evidence on both sides of the issue and created a resource binder of academic articles, periodicals and health organization for information and facts, called Fluoridation of Community Water Supply, which she presented to the Council (on file).

Ms. Burke then introduced: Richard Sagall, M.D., Chair Gloucester Board of Health; Ben Polan, D.M.D., Dentist, Gloucester Children's Dental Center; Larry Durkin, DPW Environmental Engineer; Max Schenk, Manager Environmental Health Services; Jill Marston, Administrator, Gloucester Children's Dental Center; Kim Cabral, Dental Assistant, Gloucester Children's Dental Center; John Fisher, D.M.D., Dentist in private practice in Salem, designee of Better Oral Health Care of Massachusetts Coalition; and members of the Board of Health: Joe Rosa, Fred Cowan, Claudia Schweitzer, Rob Harris. **Ms. Burke** then read presentation statement (on file).

Dr. Ben Polan read a statement (on file) supporting fluoridated water. **Dr. Sagall** gave some background on fluoride in the city's water supply and reviewed an overview to questions raised from the Cape Ann Fluoride Action Network.

Councilor Questions:

Councilor Verga made the following inquires: whether the city's fluoride is pharmaceutical grade; where does the city's supply of fluoride come from, and whether fluoride can be filtered out through an ordinary household filter. **Mr. Durkin**, Environmental Engineer, replied that the fluoride is not pharmaceutical grade but that it is specially manufactured for water treatment per the American Waterworks standard. He said that there is quite a bit

of testing. The fluoride is imported and was unable to answer whether fluoride can be filtered out of drinking water. **Dr. Polan** added that the common Brita filter would not filter out the fluoride, but a filter system costing about \$5,000 will filter out the fluoride. **Dr. Sagall** said the option people have is to buy bottled water which he said doesn't contain any minerals, and it only makes a difference if ingested.

Councilor Cox inquired whether the City has researched if fluoride can be obtained our supply locally by the city and not from imported sources. **Dr. Sagall** replied that he didn't think there were any domestic manufacturers. Just because it is imported is not significant because it is tested in this country. **Mr. Durkin** added that in talking with the city's water contract operator there is also an American version of fluoride .and it still has to meet the same standards. He said he hasn't priced it out but that it may be more expensive. **Councilor Cox** asked about the possible toxicity of the sodium fluoride. **Mr. Durkin** said that the sodium fluoride is a toxic chemical in its concentrated form but when it is added to the water supply it loses its toxicity.

Councilor LeBlanc asked what possible effects on brain function in children or pets there might be. **Dr. Polan** said that there is no known correlation or any substantiation between fluoride affecting or precipitating attention deficit disorder or autism in humans.

Councilor Lundberg asked whether there is any data about the effectiveness of fluoride in the public water drinking system as public water drinking is becoming less and more bottled water is being consumed by the public in general. **Dr. Sagall** said that through the research done by the Board, they did not find anyone addressing that specific issue, and commented that you don't know necessarily that the bottled water you are drinking is public water being bottled.

Councilor Verga asked who has the power to stop fluoridation of the public water supply. **Ms. Burke** said that the city acts as an agent of the Mass. Department of Public Health. She said in 1979, the Chair of the Board of Health requested funding for fluoridation of the water supply. There was a discussion with Ms. Burke and the Council on what the process would entail to remove the fluoride from the public water supply and to stop funding it.

Council President McGeary asked who recommends the ratio of fluoride in the water supply and what would be the process if that ratio were to be lowered. **Mr. Durkin** said it was a draft recommendation made in 2011 by the National Health and Human Services. **Ms. Burke** added that it was the Environmental Protection Agency and the Health and Human Services, jointly. They periodically analyze and update the current fluoridation data that this available and make recommendations to lower the fluoride, she noted. **Ms. Burke** indicated the city would have to wait for the state to make their recommendation on that matter. **Ms. Burke** also confirmed that the contents of the submitted binder to the Council would be posted on the city's website and is also available to the public by request to the Board of Health.

Consent Agenda:

- **CONFIRMATION OF REAPPOINTMENTS**
- **MAYOR'S REPORT**

1. Appointment of Salvatore DiStefano, Sr. as Chief Administrative Officer TTE 02/14/2015
2. Special Budgetary Transfer Request (2015-SBT-1) from the Purchasing Department
3. Special Budgetary Transfer Request (2015-SBT-2) from the Police Department
4. Memo from Planning Director re: City Council acceptance of Green Community Grant for \$250,000
5. Memo from Shellfish Constable re: Amendments to Shellfish Management Plan

(Refer O&A)
(Refer B&F)
(Refer B&F)
(Refer B&F)
(Refer B&F)

- **COMMUNICATIONS/INVITATIONS**

- **APPLICATIONS/PETITIONS**
- **COUNCILORS ORDERS**

- **APPROVAL OF MINUTES FROM PREVIOUS COUNCIL AND STANDING COMMITTEE MEETINGS**

1. City Council Meeting: July 8, 2014
2. Standing Committee Meetings: B&F 07/17/14 (under separate cover), O&A 07/14/14, P&D 07/16/14

(Approve/File)
(Approve/File)

Items to be added/deleted from the Consent Agenda and Unanimous Consent Calendar:

Councilor Verga asked to remove Item #1 on Unanimous Consent Agenda. He explained that this was an item that was forwarded by Councilor Cox and that P&D could have a special meeting next Wednesday at their regular time depending on Committee members' availability. **Councilor Cox** further explained that there was a situation at the Block Party last Saturday night that precipitated several complaints which as the Ward Councilor she was requesting clarification on the permit.

Councilor Whynott requested that the motion on page 3 regarding 27 Pleasant St. be amended by striking the language "Sec. 22-287 Disabled veteran, handicapped parking" and inserting the following "Sec. 22-291 Tow-away zones." A motion was made and seconded to amend the O&A Minutes of July 14, 2014.

By unanimous consent the Consent Agenda and Unanimous Consent Calendar was accepted as amended.

Committee Reports:

Budget & Finance: July 17, 2014

Councillor Cox reviewed the B&F Unanimous Consent Agenda as presented. Council President McGeary wished to remove the matters of the New Balance Track and Field at Newell Stadium Rules & Regulations and the permission to apply for a Local Acquisition LAND Grant for clarification and discussion.

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted by ROLL CALL 9 in favor, 0 opposed, to accept the amended Budget & Finance Committee’s Unanimous Consent Agenda dated July 22, 2014 as follows:

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted by ROLL CALL 9 in favor, 0 opposed, to accept under MGL c. 44, §53A ½ a gift of approximately \$10,302.33 from the Gloucester Fishermen Athletic Association (GFAA) for an inventory of material and equipment donations to fit out the concession stand, press box and ticket booths at the New Balance Track & Field at Newell Stadium as follows:

<u>Donation Description</u>	<u>Approximate Value</u>	<u>Donor</u>
Turn-key Public Address System including: 4 speakers; power amplifier, channel mixer Wireless microphone, cables, transportation Case	\$ 7,500.00	Mark Thompson, Class of 1978 Installation donated by Spittle Electric
Accessible Wash Sink faucet: Moen	\$ 120.00	The Building Center
Electric Stove/oven: Frigidaire	\$ 449.00	The Building Center
Wood and materials for ticket booth	\$ 2,233.33	GFAA, fabrication and install By: GHS Carpentry and Electrical Shop

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted by ROLL CALL 9 in favor, 0 opposed to accept under MGL c. 44, §53A a contest award from Destination America and USA Today’s “Red, White and You” Contest sponsored by Discovery Communications, LLC of \$4,000 for the purpose of subsidizing the City’s annual firework displays on Independence and Labor Day.

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted by ROLL CALL 9 in favor, 0 opposed to accept under MGL c. 44, Sec. 53A a FFY2013 US Department of Homeland Security State Homeland Security Program (SHSP) Citizens Corp Program (CERT) Grant through the Federal Emergency Management Agency (FEMA) and the Massachusetts Emergency Management Agency (MEMA) in the amount of \$1,525 for the purpose of recruiting, training, exercising and printing needs for the Citizen Emergency Response Team (CERT) volunteers.

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted 9 in favor, 0 opposed under MGL Chapter 44, §53A to accept an Opioid Abuse Prevention Collaborative grant from the Massachusetts Department of Public Health, Bureau of Substance Abuse Services in the amount of \$100,000.

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted by ROLL CALL 9 in favor, 0 opposed to approve Supplemental Appropriation 2015-SA-1 in the amount of \$197,350 (One Hundred Ninety Seven Thousand Three Hundred Fifty Dollars) from Account #8500000.10.995.59600.0000.00.000.00.059, Capital Project Stabilization Fund-Transfer Out to Trust &

Agency Funds to Account #850005.10.995.49700.0000.00.000.00.040, School Technology Capital Project Stabilization Fund - Transfer In Trust & Agency Funds for the purpose of implementing the Gloucester School District’s plan of a 1:1 digital environment for the 2014-2015 school year.

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council voted by ROLL CALL 9 in favor, 0 opposed to approve Supplemental Appropriation 2015-SA-2 in the amount of \$73,500 (Seventy Three Thousand Five Hundred Dollars) from Account #8500000.10.995.59600.0000.00.000.00.059, Capital Project Stabilization Fund-Transfer Out to Trust & Agency Funds to Account #101000.21.370.53800.2305.00.270.00.052, General Fund School Department, Main Office Contingency Account for the purpose of implementing the Gloucester School District’s plan of a 1:1 digital environment for the 2014-2015 school year.

*** End B&F Unanimous Consent Agenda***

Council President McGeary asked for clarification whether the Council was voting on both the regulations and the fee structure for the New Balance Track and Field at Newell Stadium. Councilor Cox said it was both with the regulations referred to the O&A Committee and the fee structure referred to the B&F Committee. Councilor Whynott added that the motion for the regulations would come under the O&A Committee Report.

Council President McGeary said the following motion is for the Talbot Rink fee structure only:

MOTION: On a motion by Councilor Cox, seconded by Councilor Fonvielle, the City Council by ROLL CALL voted 9 in favor 0 opposed pursuant to the City Charter Sec. 7-16(b) to accept the amended Department of Public Works, Dorothy Talbot Rink Ice and Facility Rates dated July 8, 2014 as follows:

2014-2015 Season

Cape Ann Youth Programs	\$210 per 50 minute sheet
Other Programs	\$230 per 50 minute sheet
Off peak (5:30-630am)	\$130 per 50 minute sheet
Preseason camps	\$150 per 50 minute sheet

2015-2016 Season

Cape Ann Youth Programs	\$215 per 50 minute sheet
Other Programs	\$240 per 50 minute sheet
Off peak (5:30-630am)	\$130 per 50 minute sheet
Preseason camps	\$175 per 50 minute sheet

2016-2017 Season

Cape Ann Youth Programs	\$220 per 50 minute sheet
Other Programs	\$250 per 50 minute sheet
Off peak (5:30-630am)	\$130 per 50 minute sheet
Preseason camps	\$200 per 50 minute sheet

Council President McGeary said he also wished to clarify that as he was the author of an ordinance change passed by the Council regarding who has to come forward for permission to apply for grants for the city. He pointed out there is still some confusion in the intent of the ordinance on who needed to apply for permission to make a grant application and who did not. It was his intention and his interpretation, he said, that if a city department applies for a grant if there is a match requirement in excess of \$100,000 not if the grant is \$100,000 itself then the department needs to come before the Council to obtain permission to apply for the grant. Since there is no match required from the city on this particular grant, and that it is a reimbursement grant, there is no need to move this matter, he pointed out.

Councilor Cox expressed her understanding of the Council President’s explanation, but said the reason she asked the city department to come forward was to get clarification on the grant and how it effects with the Community Preservation Committee’s recommendation and to move forward with that as well as it is a bundled

package. She agreed with **Council President McGeary** that the Council did not need to vote and erred on the side of caution and said there was no harm in taking a vote. **Council President McGeary** said that he is concerned about the confusion this would cause with a future Council. The ordinance as written requires that the Council be informed and allows the Council to refer the matter to a Standing Committee for further discussion, he said. He then asked that it be moved to withdraw the matter from Council consideration.

MOTION: On a motion by Councilor Cox, seconded by Councilor Hardy, the City Council voted unanimously to withdraw this matter.

Ordinances & Administration: July 14, 2014

COMMITTEE RECOMMENDATION: On a motion by Councilor Theken, seconded by Councilor Hardy, the Ordinances & Administration Committee voted 3 in favor, 0 opposed to recommend that pursuant to the City Charter Sec. 7-1(b) that the City Council accept the amended Department of Public Works, New Balance Track and Field at Newell Stadium Rules and Regulations dated July 8, 2014 and to require under City Charter Sec. 10-4 that the rules and regulations be filed in the Office of the City Clerk.

DISCUSSION:

Councilor Whynott said that the O&A reviewed the amendments to the New Balance Track & Field at Newell Stadium rules and regulations. Other than the fees, he said, there were no major changes just some tweaking from when the original rules and regulations were put in place for easier reference and clarity.

Council Theken asked had further information about sport wheelchairs on the stadium track. **Mark Cole**, Assistant DPW Director, said he contacted Cape and Islands, the leading track manufacturer who installed the track at the stadium. They didn't recommend wheelchairs on the track, he said, and they are sending him some information regarding handicapped apparatus should someone need to train in this special equipment. He recommended that the DPW and Stadium Committee would take the matter up on a case-by-case basis.

MOTION: On a motion by Councilor Whynott, seconded by Councilor Theken, the City Council voted 9 in favor, 0 opposed that pursuant to the City Charter Sec. 7-1(b) to accept the amended Department of Public Works, New Balance Track and Field at Newell Stadium Rules and Regulations dated July 8, 2014 and to require under City Charter Sec. 10-4 that the rules and regulations be filed in the Office of the City Clerk.

Planning & Development: July 16, 2014

COMMITTEE RECOMMENDATION: On a motion by Councilor Lundberg, seconded by Councilor Cox, the Planning & Development Committee voted 3 in favor, 0 opposed, to recommend that the City Council permit the Mother of Grace Club to hold its annual Mother of Grace Fiesta on Saturday, September 6, 2014 from 6 p.m. to 10 p.m. and on Sunday, September 7, 2014 from 7 p.m. to 9 p.m. at 48 Washington Street. Additionally, the City Council hereby permits a procession by the Mother of Grace Club to commence on or around 2:00 p.m. on Sunday, September 7 and to conclude on or around 2:45 p.m. on a route from 48 Washington Street and returning to 48 Washington Street requiring street closures at Prospect and Granite Streets as directed by the Gloucester Police Department. Traffic control during the procession will be overseen by the Gloucester Police Department and no police detail is required.

DISCUSSION:

Councilor LeBlanc said he was speaking on behalf of the President of the Mother of Grace Club who was unable to attend the meeting. He explained that the Mother of Grace has been around for 70 years, recalling as he grew up their big block parties. He commented it was unfortunate that the club's membership has declined through the years and not as much interest as in the past. He said he wanted to make sure that these small Gloucester traditions do not go by the wayside and would support this. **Council President McGeary** expressed his agreement with Councilor LeBlanc's sentiment.

MOTION: On a motion by Councilor Verga, seconded by Councilor Whynott, the City Council voted in 9 favor, 0 opposed, to permit the Mother of Grace Club to hold its annual Mother of Grace Fiesta on Saturday,

September 6, 2014 from 6 p.m. to 10 p.m. and on Sunday, September 7, 2014 from 7 p.m. to 9 p.m. at 48 Washington Street. Additionally, the City Council hereby permits a procession by the Mother of Grace Club to commence on or around 2:00 p.m. on Sunday, September 7, 2014 and to conclude on or around 2:45 p.m. on a route from 48 Washington Street and returning to 48 Washington Street requiring street closures at Prospect and Granite Streets as directed by the Gloucester Police Department. Traffic control during the procession will be overseen by the Gloucester Police Department and no police detail is required.

COMMITTEE RECOMMENDATION: On a motion by Councilor Lundberg, seconded by Councilor Fonvielle, the Planning & Development Committee voted 3 in favor, 0 opposed, to permit the Essex County Velo Gran Prix of Gloucester Cyclo-Cross Race event to be held at Stage Fort Park on Saturday, September 27, and Sunday, September 28, 2014 with the following conditions:

1. Certificate of Insurance:

A Certificate of Insurance naming the City of Gloucester as an additional insured party is to be filed with the City Clerk's Office on or before August 29, 2014.

2. Traffic and Road Closure Plans:

a) Memoranda from the Police Department and Fire Department giving approval of the plans for the Essex County Velo Cyclo-Cross Race to be on file with the City Clerks office on or before September 12, 2014. Roads to be closed are to be marked with signage directing the public as to the duration of the closure and alternate routes. Traffic and parking plan and police detail information by the Police Chief or his designee is to be filed with the City Clerk and the DPW Director or his designee on or before September 12, 2014. After Council permit is granted if either the Police Chief or Fire Chief or their designees determine that a substantial change(s) has been made to the route, then the applicant shall obtain City Council approval of the change.

b) Traffic Signage:

The applicant is to place signage on the roads leading in and out of Stage Fort Park to be sure it is clear to the public which access roads are closed but that the Visitor's Center is accessible.

3. Refuse and Comfort Stations:

All event refuse and recycling must be removed by the Essex County Velo, event organizer. Any portable toilets (including the two required handicap accessible) are to be provided, maintained and paid for by the event organizer and must be in place the evening before the first day of the event or early in the morning of the day of the event and removed no later than 9:00 p.m. Sunday, September 28, 2014.

4. Emergency Services:

Emergency services are as required by the Fire Department Emergency Medical Services Director, Sander Schultz.

5. Staffing:

Event staff is to have cell phones and be identified by the public with distinct shirts, and list of event staff and their cell phone numbers submitted to the Police, Fire and Public Works Departments.

6. Notification of Immediate Abutters and Businesses to Race Course:

Notice shall be made by the Essex County Velo Gran Prix of Gloucester Cyclo Cross event organizer by hand or by mail no later than 7 days in advance of the event to any function halls, motels and hotels, and other businesses along the race route and Hough Avenue.

7. Course Adjustments:

The Essex County Velo event organizers are to present a written detailed list of all activities that require the assistance of the Department of Public Works (rocks to be moved or equipment to be moved, etc.) at least 7 calendar days prior to the event.

8. On-Site City Staff:

The Public Services Superintendent, or his representative, is to be on site during the Gran Prix of Gloucester Cyclo Cross event in order to facilitate any problems that might arise during the event. The cost of this service will be covered by the event organizers.

9. Videotaping of Pre-Event Conditions:

Once the course is set up, the Essex County Velo event organizers will walk the entire course with a video camera. This video will be delivered to the Department of Public Works within 7 calendar days of the event; the video will then be used to determine prior conditions when discussing the repairs post-race.

10. Site Walk Post-Event:

On the Monday immediately following the event a group consisting of the Assistant Director of Public Works, Public Services Superintendent, a member from Essex County Velo, Ward Councilor, and the landscape contractor hired for the Stage Fort Park repairs will walk the entire course to inspect the course for damages. Any damage to the park will be documented, discussed and a solution agreed upon by the group prior to any repairs being started. A start date for repairs will be agreed upon and a follow up meeting at the site will be scheduled two weeks after the repairs have been completed. Any discrepancies will be reviewed with the help of the pre-race video.

11. Responsibility of the Essex County Velo organization:

The applicant is also required to obtain any necessary approvals from the Licensing Board, the Board of Health, Conservation Commission, and the Licensing Commission. It is the sole responsibility of the Essex County Velo organization to ensure that all required documentation is timely filed with the appropriate City departments as indicated. Failure to comply with any conditions precedent may result in permit revocation.

12. A Performance/Surety Bond for Repairs to Stage Fort Park:

A performance/surety bond in the amount \$10,000 for repairs to Stage Fort Park will be posted by Essex County Velo and payable to the City of Gloucester submitted to the Director of Public Works by Essex County Velo to insure that repairs are made to Stage Fort Park following the Gran Prix event of September 27 and 28, 2014. Said repairs are to restore Stage Fort Park to the original or better condition of that prior to the event. The performance/surety bond is to be returned to Essex County Velo in whole if it is determined by the Director of Public Works, or his designee, that the reparations made to the park are completed by May 15, 2015. If by that date the Director of Public Works or his designee determines the reparations are not complete, Essex County Velo has 30 calendar days to cure any defects as indicated. If after the determination that reparations are found deficient by the end of that 30 calendar day period, notice will be given to Essex County Velo that the performance/surety bond will then used to take the necessary steps to complete the park reparations.

In the event that Essex County Velo cannot obtain a performance/surety bond to insure that repairs are made to Stage Fort Park following the Gran Prix event of September 27 and 28, 2014, the City shall require as an alternative, that Essex County Velo place \$5,000 payable to the City of Gloucester, in a non-interest bearing escrow account no later than 7 days prior to the 2014 event with John Dunn, City Of Gloucester CFO serving as escrow agent with Essex County Velo only liable in the event of willful default.

Said repairs are to restore Stage Fort Park to original or better conditions to that prior to the event, if it is determined by the Director of Public Works, or his designee, that the reparations made to the park are completed by May 15, 2015, the escrowed funds are to be returned to Essex County Velo in full. If by that date the Director of Public Works or his designee determines the reparations are not complete, Essex County Velo has 30 calendar days to cure any defects as indicated. If after the determination that reparations are found deficient by the end of that 30 calendar

day period, notice will be given to Essex County Velo that the escrowed funds will then be used to take the necessary steps to complete the reparations.

13. Cap of Entrants:

The maximum number of entrants to this event is set at 1,000 per day for each day of the 2014 Gran Prix of Gloucester Cyclo Cross event.

14. Staking of Repaired Areas to Stage Fort Park:

Post-event, staking of the repaired areas of Stage Fort Park that require loam and seed will be erected to prevent damage to the areas by foot traffic or vehicles and shall be maintained in good order until the DPW determines the date of removal.

15. Related Costs to the Event:

Essex County Velo organization is to pay the City of Gloucester any costs for City services related to the race course and affected adjacent areas of Stage Fort Park before, during and after the 2014 Gran Prix of Gloucester Cyclo Cross event.

16. Restricted Use of Gloucester Dog Park during Gran Prix of Gloucester Cyclo Cross Event 2014:

Essex County Velo shall be restricted from use of the Gloucester Dog Park which is located in the southerly section of the Stage Fort Park parking area. Said restriction shall include but not be limited to the following:

- That the Dog Park is not to be used as part of the event course;
- There shall be no parking of automobiles or storage of bicycles or other equipment or any erection of temporary structures, tents.
- DPW to mark off approximately 20 spaces for Gloucester Dog Park users for the duration of the event.

17. Areas of Stage Fort Park Not to be Used in the 2014 Essex County Velo Gran Prix Race Course:

- Half Moon Beach;
- The area from Lucy B. Davis Pathway, to the playground area (so called "Run up");
- The area surrounding the Elizabeth Smith Garden and the Gloucester Garden Club Garden;
- The area between the Visitors Welcome Center and the fort which is a wetlands protection area.

18. Overnight camping or tenting in before, during and after the Gran Prix of Gloucester Cyclo Cross Event at Stage Fort Park is prohibited:

Overnight camping/tenting is expressly prohibited at Stage Fort Park before, during and after the Gran Prix of Gloucester Cyclo Cross event. Event organizer is to prominently display this fact on their website and at the event informing all participants when registering and checking in to the event of this prohibition.

19. This permit is contingent upon Essex County Velo receiving any necessary approval by the Licensing Board in order to serve alcoholic beverages during the event as needed.

DISCUSSION:

Councilor Verga highlighted Condition No. 16 due to an issue with the Dog Park use during the 2013 Cyclo-Cross event last year. He noted that the P&D Committee now has the 2014 official Cyclo-Cross course map in hand. He asked the representative of the event to confirm that the condition related to the Dog Park would be manageable. He noted that the event planners have the support of the Department of Public Works to reserve 20 parking spaces for dog park users during the 2014 event. **Paul Boudreau**, Race Director of the Grand Prix of Gloucester Cyclo-Cross event, said that he spoke to Chris McKernan who represented him at the P&D meeting, and they agreed to the conditions as stated.

Councilor Whynott said he confirmed with Councilor Verga that the event course would be the same as last year, and that there would be no “waterfall.” **Mr. Boudreau** confirmed that the course is identical to last year’s and that the course map clearly showed racers would stay out of the areas formerly called the former run up. He said the event chose not to pursue the option of using Cressy Beach this year also.

Councilor Hardy asked how far in advance event organizers would speak with the Dog Park Committee. **Mr. Boudreau** said he would do that in the next couple of weeks. **Councilor Hardy** suggested notification at least a couple of days before the race and offered to supply him with the contact names of the Dog Park Committee.

MOTION: On a motion by Councilor Verga, seconded by Councilor Hardy, the City Council voted 9 in favor, 0 opposed, to permit the Essex County Velo Gran Prix of Gloucester Cyclo-Cross Race event to be held at Stage Fort Park on Saturday, September 27, and Sunday, September 28, 2014 with the following conditions:

1. Certificate of Insurance:

A Certificate of Insurance naming the City of Gloucester as an additional insured party is to be filed with the City Clerk’s Office on or before August 29, 2014.

2. Traffic and Road Closure Plans:

a) Memoranda from the Police Department and Fire Department giving approval of the plans for the Essex County Velo Cyclo-Cross Race to be on file with the City Clerks office on or before September 12, 2014. Roads to be closed are to be marked with signage directing the public as to the duration of the closure and alternate routes. Traffic and parking plan and police detail information by the Police Chief or his designee is to be filed with the City Clerk and the DPW Director or his designee on or before September 12, 2014. After Council permit is granted if either the Police Chief or Fire Chief or their designees determine that a substantial change(s) has been made to the route, then the applicant shall obtain City Council approval or the change.

b) Traffic Signage:

The applicant is to place signage on the roads leading in and out of Stage Fort Park to be sure it is clear to the public which access roads are closed but that the Visitor’s Center is accessible.

3. Refuse and Comfort Stations:

All event refuse and recycling must be removed by the Essex County Velo, event organizer. Any portable toilets (including the two required handicap accessible) are to be provided, maintained and paid for by the event organizer and must be in place the evening before the first day of the event or early in the morning of the day of the event and removed no later than 9:00 p.m. Sunday, September 28, 2014.

4. Emergency Services:

Emergency services are as required by the Fire Department Emergency Medical Services Director, Sander Schultz.

5. Staffing:

Event staff is to have cell phones and be identified by the public with distinct shirts, and list of event staff and their cell phone numbers submitted to the Police, Fire and Public Works Departments.

6. Notification of Immediate Abutters and Businesses to Race Course:

Notice shall be made by the Essex County Velo Gran Prix of Gloucester Cyclo Cross event organizer by hand or by mail no later than 7 days in advance of the event to any function halls, motels and hotels, and other businesses along the race route and Hough Avenue.

7. Course Adjustments:

The Essex County Velo event organizers are to present a written detailed list of all activities that require the assistance of the Department of Public Works (rocks to be moved or equipment to be moved, etc.) at least 7 calendar days prior to the event.

8. On-Site City Staff:

The Public Services Superintendent, or his representative, is to be on site during the Gran Prix of Gloucester Cyclo Cross event in order to facilitate any problems that might arise during the event. The cost of this service will be covered by the event organizers.

9. Videotaping of Pre-Event Conditions:

Once the course is set up, the Essex County Velo event organizers will walk the entire course with a video camera. This video will be delivered to the Department of Public Works within 7 calendar days of the event; the video will then be used to determine prior conditions when discussing the repairs post-race.

10. Site Walk Post-Event:

On the Monday immediately following the event a group consisting of the Assistant Director of Public Works, Public Services Superintendent, a member from Essex County Velo, Ward Councilor, and the landscape contractor hired for the Stage Fort Park repairs will walk the entire course to inspect the course for damages. Any damage to the park will be documented, discussed and a solution agreed upon by the group prior to any repairs being started. A start date for repairs will be agreed upon and a follow up meeting at the site will be scheduled two weeks after the repairs have been completed. Any discrepancies will be reviewed with the help of the pre-race video.

11. Responsibility of the Essex County Velo organization:

The applicant is also required to obtain any necessary approvals from the Licensing Board, the Board of Health, Conservation Commission, and the Licensing Commission. It is the sole responsibility of the Essex County Velo organization to ensure that all required documentation is timely filed with the appropriate City departments as indicated. Failure to comply with any conditions precedent may result in permit revocation.

12. A Performance/Surety Bond for Repairs to Stage Fort Park:

A performance/surety bond in the amount \$10,000 for repairs to Stage Fort Park will be posted by Essex County Velo and payable to the City of Gloucester submitted to the Director of Public Works by Essex County Velo to insure that repairs are made to Stage Fort Park following the Gran Prix event of September 27 and 28, 2014. Said repairs are to restore Stage Fort Park to the original or better condition of that prior to the event. The performance/surety bond is to be returned to Essex County Velo in whole if it is determined by the Director of Public Works, or his designee, that the reparations made to the park are completed by May 15, 2015. If by that date the Director of Public Works or his designee determines the reparations are not complete, Essex County Velo has 30 calendar days to cure any defects as indicated. If after the determination that reparations are found deficient by the end of that 30 calendar day period, notice will be given to Essex County Velo that the performance/surety bond will then used to take the necessary steps to complete the park reparations.

In the event that Essex County Velo cannot obtain a performance/surety bond to insure that repairs are made to Stage Fort Park following the Gran Prix event of September 27 and 28, 2014, the City shall require as an alternative, that Essex County Velo place \$5,000 payable to the City of Gloucester, in a non-interest bearing escrow account no later than 7 days prior to the 2014 event with John Dunn, City Of Gloucester CFO serving as escrow agent with Essex County Velo only liable in the event of willful default.

Said repairs are to restore Stage Fort Park to original or better conditions to that prior to the event, if it is determined by the Director of Public Works, or his designee, that the reparations made to the park are completed by May 15, 2015, the escrowed funds are to be returned to Essex County Velo in full. If by that date the Director of Public Works or his designee determines the reparations are not complete, Essex County

Velo has 30 calendar days to cure any defects as indicated. If after the determination that reparations are found deficient by the end of that 30 calendar day period, notice will be given to Essex County Velo that the escrowed funds will then be used to take the necessary steps to complete the reparations.

13. Cap of Entrants:

The maximum number of entrants to this event is set at 1,000 per day for each day of the 2014 Gran Prix of Gloucester Cyclo Cross event.

14. Staking of Repaired Areas to Stage Fort Park:

Post-event, staking of the repaired areas of Stage Fort Park that require loam and seed will be erected to prevent damage to the areas by foot traffic or vehicles and shall be maintained in good order until the DPW determines the date of removal.

15. Related Costs to the Event:

Essex County Velo organization is to pay the City of Gloucester any costs for City services related to the race course and affected adjacent areas of Stage Fort Park before, during and after the 2014 Gran Prix of Gloucester Cyclo Cross event.

16. Restricted Use of Gloucester Dog Park during Gran Prix of Gloucester Cyclo Cross Event 2014:

Essex County Velo shall be restricted from use of the Gloucester Dog Park which is located in the southerly section of the Stage Fort Park parking area. Said restriction shall include but not be limited to the following:

- That the Dog Park is not to be used as part of the event course;
- There shall be no parking of automobiles or storage of bicycles or other equipment or any erection of temporary structures, tents.
- DPW to mark off approximately 20 spaces for Gloucester Dog Park users for the duration of the event.

17. Areas of Stage Fort Park Not to be Used in the 2014 Essex County Velo Gran Prix Race Course:

- Half Moon Beach;
- The area from Lucy B. Davis Pathway, to the playground area (so called "Run up");
- The area surrounding the Elizabeth Smith Garden and the Gloucester Garden Club Garden;
- The area between the Visitors Welcome Center and the fort which is a wetlands protection area.

18. Overnight camping or tenting in before, during and after the Gran Prix of Gloucester Cyclo Cross Event at Stage Fort Park is prohibited:

Overnight camping/tenting is expressly prohibited at Stage Fort Park before, during and after the Gran Prix of Gloucester Cyclo Cross event. Event organizer is to prominently display this fact on their website and at the event informing all participants when registering and checking in to the event of this prohibition.

19. This permit is contingent upon Essex County Velo receiving any necessary approval by the Licensing Board in order to serve alcoholic beverages during the event as needed.

Scheduled Public Hearings:

1. PH2014-048: Amend GCO Chapter 2 "Administration," Division 2 "Mayor" by deleting Sec. 2.52 in its Entirety and adding Sec. 2-52 "Signing or approval of contracts, deeds, leases" subsections (a) (b) (c) (d) Relating to leases by City (Cont'd from 07/08/14)

This public hearing is opened at 8:05 p.m.

Those speaking in favor: None**Those speaking in opposition:**

Joe Grella, 14 Fleetwood Drive, said he is opposed to the actual ordinance but not the intent that is trying to be accomplished by the Council. He agreed that communication between different branches is important. He was here as a citizen, however he is on the Holy Family Finance Council and was involved in the process of the lease that was set up with St. Ann's and gave narrative of his experience. He said he hoped from his experience that when Council comes to be final decision, it will tweak the ordinance to make sure it works. He said if it is hard to the work with the City, the only ones that are going to get hurt are the people because it is going to cost more to get things done.

Communications: None.

This public hearing is closed at 8:12 p.m.

COMMITTEE RECOMMENDATION: On a motion by Councilor Theken, seconded by Councilor Hardy, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council delete Sec. 2-52, "Signing or approval of contracts, deeds, etc." and replace it with a new Sec. 2-52, "Signing or approval of contracts, deeds, etc.," as follows:

- (a) All agreements, contracts, deeds, indentures, instruments or leases that may be given or required to be executed by the city shall be signed or approved by the mayor and sealed with the seal of the city.
- (b) The council shall be notified in writing whenever a request for proposals for a lease of real property with a term which exceeds more than one year or the total cost is expected to exceed \$250,000.00 is issued.
- (c) The notification shall conform to the requirements of the state Open Meeting Law. The Council may request additional detail in an executive session meeting as provided for in the state law.
- (d) The city shall lease no real property or structure in excess of one year unless the funding for that lease is expressly approved by a majority of the membership of the City Council.

DISCUSSION:

Councilor Whynott moved to defer the matter to Councilor Verga as it was his order.

Councilor Verga said that this was **Councilor Cox's** order as well. He offered an amendment to the main motion by changing the wording to Section (b) and (d) as follows (changes shown in bold) which was seconded by **Councilor Hardy**:

"(b) The Council shall be notified in writing whenever a request for proposals for a lease of real property **or structure** with a term which exceeds more than one year, **which, including the initial terms, aggregate more than one year**, or the total cost **of preparing/renovating the property and rent** is expected to exceed \$250,000.

(d) The city shall (delete "lease no real property or structure in excess of one year") **not enter into any lease contemplated in section (b) above** unless the funding for that lease is expressly approved by the majority of the membership of the City Council **prior to execution thereof.**"

DISCUSSION ON THE AMENDMENT:

Councilor Verga said these changes of the additions and deletions fills in some holes that may have existed and clarify the intent of the ordinance itself. It cleans it up and makes it easier to understand.

Councilor Whynott commented that these changes do plug holes and put some teeth into the ordinance and will support the amendment

Councilor Lundberg asked for clarification on paragraph (b) and read that section and read paragraph (d). He said the key word is the "or" not "and" and asked **Councilor Verga** if that was correct. **Councilor Verga** replied that was correct.

Council President McGeary said that he will not be supporting the amendment or the original motion. He said he thought that paragraph (d) in both its iterations overreaches.

MOTION: On a motion of Councilor McGeary, seconded by Councilor Whynott, the City Council voted by ROLL CALL 6 in favor, 3 opposed (LeBlanc, Lundberg, McGeary) to the PROPOSED AMENDMENT to Sec. 2-52, "Signing or approval of contracts, deeds, etc.

Councilor President McGeary said that what was before the Council is the amended motion which has substitute language on paragraphs (b) and (d).

DISCUSSION:

Councilor Verga said that there was a lot to say but what really sums it up is the second public hearing tonight. Here we are just a few weeks out from school starting, and they are looking at a loan authorization to pay for St. Ann's School. This could have been and should have been discussed far earlier than now, and is an example of a failure to identify the funding source for this. He believed this ordinance is absolutely overdue, and it is going to give protection to the public, Council and future City Council, Mayor and future Mayor as a whole. There is always going to be time to work things out and plan it, and not be painted into a corner which has been far too many times.

Councilor Whynott listened to Mr. Grella and kind of agreed with him. This ordinance is indeed overreach and the last time it came forward he did not support it but will support this now.

Councilor Cox agreed with everything that **Councilor Verga** said, and she was not going to rehash the reason why they are here. The major reason why they are here doing this a second time is the fact, that the City signed a lease prior to finding a way to fund it. It goes to show that there is a lack of communication between the Mayor and the Council. It is frustrating and this is why she is going to support this.

Councilor Fonvielle said he would be supporting this motion although he did understand the concern that has been raised about overreach and overlap of the executive and legislative powers. That question arises in paragraph (d) which to some extent restrains the authority of the executive to enter into a normal operation. On the other hand, the intent of this is really aimed at communication.

Councilor Lundberg had a question about the process and directed his question to either Councilor Verga or Councilor Whynott for an answer as to how this ordinance would work. He asked: "the City negotiates a lease-- now what happens; what is the process after that to get City Council approval?" **Councilor Verga** replied that the concept here is not to for the mayor come to the Council and say "we are negotiating the lease." The Council should know what is going on long before negotiations begin. **Councilor Verga** said that the Mayor could request an executive session, if the negotiations required confidentiality. In such a session the Mayor could discuss that she or he would be looking into xyz, looking into an RFP, the anticipated costs and length of a lease

Councilor Lundberg observed that Councilor Verga's answer pertained to section (b). He asked about section (d) and how it would work. Once the Mayor has negotiated the lease, what happens? **Councilor Verga** replied that once a funding source is identified that would satisfy him. **Councilor Lundberg** noted that section (d) says that the Council must approve. So how does that work? Does the Mayor give it to the Council, and the Council refers it to B&F, and B&F holds meetings and refers it back to Council with its recommendation, is this how it works? he asked. **Councilor Verga** replied presumably that is the route it should go. **Councilor Lundberg** asked **Councilor Verga** how many weeks this adds onto the process. **Councilor Verga** replied we should not find ourselves in a position that a couple of weeks should make a difference. **Councilor Lundberg** said that one of the things that they all heard on the campaign trail is the difficulty of doing business with the city. "We all said that we all would make it easier dealing with the city," he said. **Councilor Lundberg** said that we should identify what the real problem is. If the problem is communication, he said, he is all in favor of section (b) but he is not in favor of section (d). It adds another process and delay for two or three weeks and creates another problem when dealing with the city, he said. He will not be able to vote for this if section (d) included in the ordinance. **Councilor Verga** responded that the issue is identifying the funding as leases are not typically one year deals. The argument brought from the Legal Department is that you can always vote against the funding the following year. But if you have already torn down a building or ruined a building so that it cannot be used, the City Council has no choice but to approve the funding. **Councilor Lundberg** agreed but said that in this particular case, they had to find swing space to take care of the children, and the School Committee took care of that. Next they are going to take up the funding, and he is not sure he is in favor of the funding mechanism that has been proposed. He is not sure that taking out a loan for renting utilities is the right thing to do. He said Council still has the power to address this, but not the power to recommend the swing space. **Councilor Lundberg** agreed with **Councilor Verga** on the funding but having to come back to the City Council for this approval seemed to him to be a backward motion away from good government.

Councilor LeBlanc echoed what **Councilor Lundberg** said as he was also confused about the process and the overreach is unnecessary. There was a discussion with Councilor Cox regarding the process in place now. He agreed with the intent that the lines of communication need to be open, but not with actual ordinance and would not support this.

Councilor Fonvielle said that in the testimony that was provided that there was a gap of three months between the awarding of the lease and start of negotiations and that the time pressure that Council found themselves under, arose from this. He said that if there were a part (b) in place, Council would have been aware of that process at that time and could have helped the negotiations start sooner and would not be in this position now.

Councilor Verga summarized that if paragraph (d) is taken out basically you might as well not have anything. Without paragraph (d) as long as there is any e-mail sent, Council is covered. Unless there is a viable alternative, and gave example of Charter School and CATA building, there is nowhere to put these people, and he was not going to vote for this.

Councilor Theken said what the Council are arguing about this evening is the same thing – Council notification. She reiterated what was said above. **Councilor Theken** said she was going to support this because of the unknown that would be coming forward in the future, and wanted to ensure there is security for taxpayer's money.

Council President McGeary said Councilors have referred to being painted into a corner and having to vote because there was no choice. He recalled that the Mayor's original budget did not call for a loan order, rather it called for \$195,000 to be taken out of the school's budget for FY15 to pay for this lease and utilities. He said that it was the Council, specifically through B&F, who argued against that saying they didn't want to cut the school budget. There was a possible option to then take the funding out of the DPW budget and B&F said they didn't want to do that either. He said that the Council painted themselves into the corner. He then read the original Sec. 2-52 from the Code of Ordinances as it currently exists. When the Charter change was adopted in the mid-1970's, at that time it was considered that the current manager/council form of government was seen as unresponsive to the people, which was a driving force behind the charter change to go to an elected chief executive. People at that time were very cognizant that they wanted the executive to be responsible to the people. At that time this section was not amended although it could have been because the charter framers didn't wish to lose the effectiveness of a strong Chief Executive. They wanted to keep that and yet have a way to have the people to weigh in, and that is what was behind that charter change.

He expressed his disagreement with Councilor Verga's assertion that if paragraph (d) was pulled out of the amendment that it makes the ordinance toothless. He said that by requiring in Section (b) that the Council be advised, the Council then sets the table to go to the Mayor and say that the Council would not fund the lease. By receiving the information up front the Council avoids being painted into a corner, he said. He pointed out that the key piece missing was the information, not a majority vote of the Council. By requiring that the Council be informed they will achieve that end. He said he could support the amendment without Section (d), as had been pointed out by both Councilors LeBlanc and Lundberg is unnecessary roadblock to put in front of forward progress. He suggested to Councilor Verga if he were to accept an amendment to strike Section (d) he might receive unanimous support for the remaining article.

Councilor Theken said that she could go with sections (a), (b) and (c) and asked Councilor Verga why the absence of section (d) he thought was not effective enough. **Councilor Verga** reiterated what he said earlier that the Mayor can come to the Council, say here is your information, and am going to be signing the lease, see you later. There is no option and that is reason section (d) was added.

Council President McGeary said that our Charter is our Constitution. It was carefully crafted because we wanted to preserve the good parts of a manager/council without the lack of accountability that an unelected manager sometimes had. He said he holds deeply to honoring the intent of the Charter and thinks the intent of the Charter the Council is flying in the face of here. In addition to both practical realities that both Councilor Lundberg and Councilor LeBlanc brought forward about how this is going to work and when are we going to know? He said he thought it is an overreach, but by putting into ordinance a requirement to be informed as soon as possible when such a lease is in the offing we establish the precedent that we want to create without undercutting the substance of the Charter or creating needless roadblocks to things that have to get done in the business of the City. Therefore, as presented, he would not be supporting this amendment.

Councilor Cox said as to section (d), there has only been one item as to a lease that had not come before B&F, and that was a lease to the Charter School because funds were transferred within the same department so it was not necessary to come before B&F. Everything else as long as they are informed, and Council makes it known that we don't support these lease due to lack of funding or whatever the circumstances might be, the Mayor can enter into a lease, but Council does not have to fund the lease. **Councilor Cox** made an inquiry if Council chooses not to fund lease, what would happen legally? **Council President McGeary** responded that he asked that question to the City Solicitor and said that all City leases are signed with the phrase that says leases are subject to funding. Council has every legal right not to fund the lease and section (d) is an overreach. **Council President McGeary** said to Councilor Whyntott's point, yes it did happen once and in extraordinary circumstances, the administration was able

to transfer funds from one ordinary account to another ordinary transfer within the DPW to carry out the Charter School lease. He noted that most transfers—for example if it was a transfer from an ordinary account to a personnel account within the DPW—would require Council approval. The Charter School building lease was a singular circumstance. **Councilor Cox** said that the next public hearing directly is related to this, as we are at a point that if Council does not approve the funding source, where the children are going to go in August. **Council President McGeary** requested Councilor Cox to hold that question for the next public hearing or did she think it was germane to this conversation. **Councilor Cox** replied that it was germane to this because if section (d) is not included and don't have an identified funding source, the administration can tell us the identifying funding source, whether it be borrowing, inter-department transfer, etc. **Council President McGeary** interjected and said that it was his understanding that if Council votes against the loan order and if the city wants to send the West Parish students to St. Ann's they would have to pay them, then Council will have to identify a funding source and take from other departments in the City or pass the loan order.

Councilor Theken said that if we don't want section (d), they we would have to put a time frame in the ordinance. **Council President McGeary** replied that section (b) would give Council enough time to address the issues.

Council President McGeary asked Councilors Verga and Cox, as they were the makers of the motion, on whether they would be amenable if such a motion would be offered to striking section (d) from the proposed amendment before them. Councilor Verga replied he would not and the teeth in the process would need to happen with section (d).

Councilor Whynott suggested the following language "should the Mayor fail to comply with (b) and (c) then the Council may require 5 votes." He explained that if the Mayor complied with the first two sections, you do not need section (d). You would need section (d), when they don't comply. **Councilor Verga** replied that what Councilor Whynott suggested was a good compromise. It is simple and does not have to go back to committee. **Council President McGeary** said he will accept an amendment to the amendment so that section (d) states "Should the Mayor fail to comply with all of the above provisions, then the city shall lease no real property or structure in excess of one year unless the funding for that lease is expressly approved by a majority of the membership of the City Council." Motion was made by Councilor Whynott and seconded by Councilor Theken and the amendment passed unanimously. **Councilor Verga** said that it was a good compromise and it an example on why Council needed to do things like this so that there is a public dialogue, debate and compromise. This is what has been lacking.

MOTION: On a motion by Councilor Whynott, seconded by Councilor Theken, the City Council voted by ROLL CALL 9 in favor, 0 opposed absent, to Amend the Gloucester Code of Ordinances by DELETING Sec. 2-52, "Signing or approval of contracts, deeds, etc." and ADDING a new Sec. 2-52, "Signing or approval of contracts, deeds, etc.," as follows:

- (a) All agreements, contracts, deeds, indentures, instruments or leases that may be given or required to be executed by the city shall be signed or approved by the mayor and sealed with the seal of the city.
- (b) The council shall be notified in writing whenever a request for proposal for a lease of real property with a term which exceeds more than one year or the total cost is expected to exceed \$250,000 issued.
- (c) The notification shall conform to the requirements of the state Open Meeting Law. The Council may request additional detail in an executive session meeting as provided for in the state law.
- (d) Should the Mayor fail to comply with all of the above provisions, then the city shall lease no real property or structure in excess of one year unless the funding for that lease is expressly approved by a majority of the membership of the City Council.

The Council recessed at 9:10 p.m. and reconvened at 9:12 p.m.

2. PH2014-053: Loan Order #2014-008: Loan Authorization in the amount of \$400,000 for rental of swing space for West Parish School

This public hearing is opened at 9:12 p.m.

Those speaking in favor:

Joel Favazza, 25 Acacia Street, spoke in favor of the loan order because the alternative was unacceptable. He said he is here weekly with like-minded individuals born and raised in Gloucester, gone through the Gloucester Public School system and chose to return to Gloucester. One of their goals is to foster retention of Gloucester's

young citizens, he said. He added that if they go away to college, to come back; and they wanted to encourage those from the outside to move their young families here. He has people come and meet with them who are skeptical of the viability of that plan - for young families to come to Gloucester. He said people are quick to notice that the city is paying for a lease with a "credit card" because it didn't spend the money to take care of what it already had. He expressed the opinion that it is difficult to send a positive message that Gloucester is a good place to come back to and raise a family when this is the kind of business being transacted. He said he supports the loan order, but it is difficult to promote Gloucester if there is last minute city decision-making coming forward repeatedly. He hopes in the future there is a better plan for a good long-term plan.

Those speaking in opposition: None

Communications: None.

Councilor Questions: None.

This public hearing is closed at 9:16 p.m.

COMMITTEE RECOMMENDATION: On a motion by Councilor McGeary, seconded by Councilor Fonvielle, the Budget & Finance Committee voted 3 in favor, 0 opposed to recommend to the City Council to adopt the following loan order:

Ordered: That the City of Gloucester appropriates Four Hundred Thousand Dollars (\$400,000) to pay costs of additional costs of constructing and furnishing and equipping a new West Parish Elementary School, including paying the costs of engineering and architectural plans and specifications, acquisition or securing of space associated with housing students at a different, non-city owned location (including renovation costs as necessary to retrofit the space to suit its needs) and purchasing modulares for the transition, and 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, or pursuant to any other enabling authority. The Mayor and any other appropriate official of the City are authorized to apply for and accept any and all grants or gifts that may be available to the City to pay costs of the project.

Further Ordered: That the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44 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 those purposes.

DISCUSSION:

Councilor Cox said that this loan authorization is necessary, and there are no other choices in the matter for the safety and education of the West Parish children. She said she didn't find it difficult to fund the lease itself, but suggested the utilities were under budgeted. She added that the Council should have taken the loan order for the rent alone.

Councilor Verga said this is not the ideal situation. This is an investment for the school, and in the end the city will save money, he pointed out, and expressed it could be a start of a revitalization of all the city's schools buildings.

Council President McGeary said that when he was Acting Mayor at the time he put this forward to the Council, that this was a legitimate cost of the West Parish School rebuilding. He said that it would have been cleaner if it had been included in the original school bonding. Rather than reopen the bond negotiations with the Municipal School Building Authority (MSBA), it made more sense for a separate bond issue, he pointed out. He said it is part and parcel to the West Parish School and expressed his support for the loan order.

Councilor Hardy asked if the MSBA needed to approve this loan order. **Council President McGeary** replied that they didn't because the city is not seeking reimbursement of the cost of the lease from the state as under state rules the costs are not reimbursable.

MOTION: On a motion by Councilor Cox, seconded by Councilor Theken, the City Council voted by ROLL CALL 9 in favor, 0 opposed to adopt the following loan order:

Ordered: That the City of Gloucester appropriates Four Hundred Thousand Dollars (\$400,000) to pay costs of additional costs of constructing and furnishing and equipping a new West Parish Elementary School, including paying the costs of engineering and architectural plans and specifications, acquisition or securing of space associated with housing students at a different, non-city owned location (including renovation costs as

necessary to retrofit the space to suit its needs) and purchasing modulars for the transition, and 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, or pursuant to any other enabling authority. The Mayor and any other appropriate official of the City are authorized to apply for and accept any and all grants or gifts that may be available to the City to pay costs of the project.

Further Ordered: That the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44 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 those purposes.

3. PH2014-054: Whether the City Council shall consider adopting certain days as “parking meter holidays” for the City of Gloucester and amend GCO Chapter 22 “Traffic” Article V, Division 3 “Parking Meters” Sec. 22-218 “Deposit of coin required; overtime parking; exemption” by ADDING a new subsection 22-218(c)

This public hearing is opened at 9:23 p.m.

Those speaking in favor: None

Those speaking in opposition: None

Communications: None

This public hearing is closed at 9:24 p.m.

COMMITTEE RECOMMENDATION: On a motion by Councilor Theken, seconded by Councilor Hardy, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Chapter 22, “Traffic,” Article V, Division 3 “Parking Meters,” Sec. 22-218 “Deposit of coin required; overtime Parking; exemption” by ADDING a new subsection 22-218 (C) as follows:

“Notwithstanding any other provisions in Article V, Division 3, no parking meter fees shall be due under subsection (a) nor shall any penalty be imposed for failure to pay on days declared a parking meter holiday which shall consist of Black Friday and Small Business Saturday, dates around the Thanksgiving holiday, and that these parking meter holidays also are to include any sales-tax holidays adopted by the Massachusetts State Legislature.”

DISCUSSION:

Councilor Whynott said that in the past the city had parking meter holidays when no parking fees were collected during the Christmas holidays until Cape Ann Chamber of Commerce requested that the city stop the parking meter holidays. He said the Chamber made the request because Main Street employees were parking there instead of the shoppers. He added this is a compromise to establish parking meter holidays but for fewer of them, and expressed his support for this ordinance amendment.

Councilor Cox recounted that at the O&A Committee meeting she offered an amendment to only utilize city parking lots adjacent to Main Street for free parking during the meter holidays rather than metered Main Street parking to assure turnover of parking spaces on Main Street.

Councilor Cox moved an amendment to the main motion to not use Main Street on parking meter holidays and use the city lots instead which was seconded by Council President McGeary. The motion to amend the main motion failed on a vote of the Council 0 in favor, 9 opposed.

Councillor Fonvielle said that at Budget & Finance Committee he asked whether they could get a sense for a cost analysis, and it seemed there wasn't one. He said he didn't think this action would attract any more shoppers to the downtown and that the city will lose revenue. He said he would not support the motion.

Councilor Verga said he and Councilor McGeary put forward the order due to one person shopping on Small Business Saturday and received a parking ticket. It only takes one person to point out a potential flaw in the system, he said, adding that this is a positive message. He said the Council should test this experiment and see if it works.

Council President McGeary spoke to the matter of the anti-shuffling ordinance and its enforcement during a parking meter holiday, by saying that he spoke with Police Chief Campanello who said clearly that if this ordinance amendment passes, he will enforce it.

Councilor Cox pointed out that there are two downtown merchants groups. She said that one group is opposed and one is in favor of the parking meter holiday ordinance. She said the previous parking meter holiday ordinance didn't work, but expressed she was willing to try it out and would support this as an experiment.

Councilor Theken also expressed her opinions regarding anti-shuffling ordinance matter. She said she is getting complaints from restaurant owners that people are getting tickets because they are parked on Main Street more than two hours. She said she wants the anti-shuffling ordinance reviewed.

Councilor LeBlanc reminded the Council that Councilor Tobey proposed removing parking meters from Main Street a couple of years ago which he was opposed to at that time because of the revenue loss to the city. He said he would support this ordinance now as it was only for a couple of days per year would not affect the overall city budget.

Councilor Verga said he agreed with Councilor LeBlanc regarding former Councilor Tobey's proposal. He said the anti-shuffling ordinance was also reviewed as part of the Committee discussion. He also pointed out that one downtown merchant group opposed the parking meter holidays said that if the anti-shuffling ordinance was enforced they would support it. He reiterated that Chief Campanello said he would enforce the anti-shuffling ordinance and so he would support the ordinance amendment.

MOTION: On a motion by Councilor Whynott, seconded by Councilor Verga, the City Council voted by ROLL CALL 7 in favor, 2 (Fonvielle, Hardy) opposed, to Amend GCO Chapter 22, "Traffic," Article V, Division 3 "Parking Meters," Sec. 22-218 "Deposit of coin required; overtime Parking; exemption" by ADDING a new subsection 22-218 (C) as follows:

"Notwithstanding any other provisions in Article V, Division 3, no parking meter fees shall be due under subsection (a) nor shall any penalty be imposed for failure to pay on days declared a parking meter holiday which shall consist of Black Friday and Small Business Saturday, dates around the Thanksgiving holiday, and that these parking meter holidays also are to include any sales-tax holidays adopted by the Massachusetts State Legislature."

For Council Vote:

- 1. City Council vote to close PH2014-034: Proposal by Mass. Dept. of Fish and Game/Mass. Division of Marine Fisheries & recommended by the City Waterways Board for the construction/installation of a public fishing pier located at Stacy Boulevard (Cont'd from 05/13/14) – To close the public hearing.**

City Clerk Linda Lowe said that a vote was needed to be taken by the Council to close the public hearing continued from May 13. She also announced that the proposal by the Mass. Department of Fish and Game, Mass. Division of Marine Fisheries as recommended by the City Waterways Board for the construction and installation of a public fishing pier located at Stacy Boulevard has been withdrawn (letter of withdrawal on file).

Council President McGeary moved to close the public hearing and Council unanimously voted to close the public hearing.

This matter is closed.

- 2. Decision to Adopt: SCP2014-006: 103 Prospect St., GZO Sec. 2.3.1(6), 1.10.1(a)(3), conversion to multi-family and decrease minimum lot area and open space**

MOTION: On a motion by Councilor Verga, seconded by Councilor Cox, the City Council voted by ROLL CALL 9 in favor, 0 opposed, to adopt the Special Council Permit decision for 103 Prospect Street, pursuant to Sec. 2.3.1(6), 1.10.1(a)(3) of the Gloucester Zoning Ordinance.

- 3. Decision to Adopt SCP2014-008: 1 Webster St., GZO Sec. 2.3.1(8) conversion to multi-family, Sec. 1.10.1(a)(3) and Sec. 3.2.2(a) decrease minimum lot area and open space**

MOTION: On a motion by Councilor Verga, seconded by Councilor Cox, the City Council voted by ROLL CALL 9 in favor, 0 opposed, to adopt the Special Council Permit decision for 1 Webster Street, pursuant to Sec. 2.3.1(8), 1.10.1(a)(3) and Sec. 3.2.2(a) of the Gloucester Zoning Ordinance.

Unfinished Business: None.

Individual Councilor's Discussion including Reports by Appointed Councilors to Committees: None.

Councilors' Requests to the Mayor:

Councilor Lundberg commended to Council and to the citizens at large about the wonderful job the Cape Ann Farmer's Market is doing on Thursday afternoons at Stage Fort Park. This is another great example of the use of the park, he pointed out.

Councilor Cox reminded the public about the free outdoor movies at I-4C2 lot at 65 Rogers Street. She noted the next movie is "Back to the Future" on Wednesday night and the rain date is the following Monday. Turnout has been great, she said, encouraged everyone to go down and watch the movies.

Councilor Hardy added her memories of Lee Harrington to whom the Council dedicated the evening's Moment of Silence. She said she grew up with Lee Harrington's family in Magnolia, and saw the wonderful things he did for many people. He was a lifelong friend of her entire family and wanted to say "get the ashtrays out Lee."

Councilor Verga said he thinks the Council should take back in-house the whole dog ordinance issue. There is a lot of misinformation being forwarded in the newspaper, Letters to the Editor and message boards of the changes City Council has made. He pointed out that the Council has only changed the fines for dogs running at large, and leash lengths. Dogs on the beach have not been allowed since he was young, he pointed out. He said it important that the Council have a resolution to this on whether or not they are going to make changes especially before the summer season ends and the dogs will back on the beach legally or illegally. **Councilor Fonvielle** expressed his agreement with Councilor Verga's positions on the dog ordinance.

Councilor Whynott recommended several great fun Gloucester summer events – the Cigar Cruise on the Schooner Lannon and the Block Party, which gives everyone an opportunity to socialize.

Councilor McGeary explained that **Councilor LeBlanc** is the Chair of the ad hoc committee on the dog ordinance, and that the matter of the length of the leashes is on hold because the dog ordinance discussion was not going to be discussed during the summer months. He said he has discussed this with **Councilor LeBlanc**, and it is his hope that the ad hoc committee will reconvene right after Labor Day. **Ms. Lowe** added that Police Chief Campanello is still collecting data and needs his new Animal Control Officer to do some work on this. She said he told her he could probably have data for O&A on or around October 21. **Council President McGeary** asked whether the ad hoc committee could have a recommendation by October 21. **Councilor LeBlanc** said he would reach out to the ad hoc committee and would advise Council President McGeary of its status.

Council President McGeary noted that on Sunday, July 27 there is a Cruise for the Schools sponsored by the Gloucester Education Foundation at 5:00 p.m. on the Beauport Princess which supports the Gloucester Education Foundation in all the good work they do.

A motion was made, seconded and voted unanimously to adjourn the meeting at 9:45 p.m.

Respectfully submitted,

Joanne M. Senos
Assistant City Clerk
Substitute Recorder.

DOCUMENTS/ITEMS SUBMITTED AT MEETING:

- **Presentation of the Public Health Director**
- **Statement to the Council by Dr. Ben Poland**
- **Statement to the Council by Dr. Richard Sagall**

BUDGET & FINANCE MEETING MINUTES

08/07/14

(UNDER SEPARATE COVER)

Ordinances & Administration Committee
Monday, August 4, 2014 – 6:00 p.m.
1st Fl. Council Committee Room – City Hall
-Minutes-

Present: Chair, Councilor Robert Whycott; Vice Chair, Councilor Theken; Councilor Steve LeBlanc (Alternate)

Absent: Councilor Hardy

Also Present: Councilor McGeary; Councilor Cox (entered at 6:12 p.m.); Salvatore DiStefano; Jonathan Pope; Linda Lowe; Police Chief Leonard Campanello; Suzanne Egan; John Dunn; James Pope

The meeting was called to order at 6:02 p.m. There was a quorum of the City Council upon the arrival of **Councilor Cox**. Matters were taken out of order.

1. Continued Business from 07/14/14:

- A) CC2014-024 (Cox) Amend GCO Chapter 22, Sec. 22-270 “Parking prohibited at all times” and Sec. 22-291 “Tow-away zones” re: Pleasant Street

The Committee noted that at its previous Committee meeting after a discussion with Councilor Cox, the Committee had continued the matter in order to determine whether the situation could be remedied by having the Department of Public Works paint lines in the roadway in the area between the exit and entrance of Sheedy Park indicating two parking spaces. **Councilor Cox** reported that the line painting had yet to occur and asked that the matter be continued.

This matter was continued to August 18, 2014.

- B) CC2014-030 (LeBlanc) Amend GCO c. 22 Sec. 22-289 “Parking meter zones-On Street” and Sec. 22-216 “Hours of operation re: Washington Street in front of #8

Councilor LeBlanc informed the Committee that he was asked by the American Legion to have parking meters installed on the Middle Street side of the Legion Building at #8 Washington Street. At the Traffic Commission meeting of July 24 the Commission was unable to support parking meters being installed in that location. He said that area neighbors were also not in favor of meters being installed due to area vehicular congestion and lack of residential parking. He noted as did **Councilor Theken** that people who live in the Square have no driveways. This is in front of the Joan of Arc statue where spaces are on the Middle Street side of Washington Street, he noted.

Councilor Theken expressed she would not support the ordinance amendment.

After a brief discussion with the Committee, **Councilor LeBlanc** asked that his Council Order be withdrawn without prejudice.

MOTION: On a motion by Councilor LeBlanc, seconded by Councilor Theken, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council permit the withdrawal of CC2014-003 to Amend GCO c. 22 Sec. 22-289 “Parking meter zones-On Street” and Sec. 22-216 “Hours of operation re: Washington Street in front of #8, without prejudice.

- C) CC2014-028 (Cox) Amend GCO Chapter 22, Sec. 265 “Turning movements-Generally” & Sec. 22-159 “Same-Between certain hours and on certain days,” Sec. 22-270 “Parking prohibited at all times,” Sec. 22-283 “Bus stops and taxi stands” re: Pleasant Street & Smith Street

Councilor Cox, reviewing proposed ordinance amendments for traffic patterns and parking related to the West Parish School Swing Space at St. Ann’s School, said that there are already ordinances on the books to cover parking from the beginning of Pleasant Street at its corner with Prospect Street to Liberty Street from 8:30 a.m. to 9:30 a.m. and again in the afternoon. With the proposed ordinance amendments this will now extend to Prospect Street and Smith Street on the same side of the street. Smith Street, she pointed out, is left alone except for the no left turn and lines being painted where parking is not allowed 20 feet from the corners. The side of Pleasant Street away from the

St. Ann's School will be reviewed and dealt with through another Council Order to come forward having to do with time limits. The current proposed ordinance amendments will only be on the St. Ann's side of the streets, she said.

Councilor Theken noted the changes being proposed and questioned how school buses would be staged.

Councilor Cox said that school buses will go onto Smith Street two at a time and not stage on the resident side of Maplewood Avenue. There will be solid lines painted in that area, she said, to make sure that vehicles do not park 20 feet from the curb of the intersection. She pointed out that bus drivers will not leave their buses so that the buses can be moved immediately if there is an emergency. The situation will be reevaluated several months into the new school year, she noted, and highlighted that times of no parking are: 8:30 to 9:15 and 2:30 to 3:15 p.m.

Councilor Whycott agreed that the Committee should review the ordinance changes within several months after school starts. **Councilor Cox** said that she is working with the Traffic Commission to examine the non-school side of the street in order to evaluate what possible changes need to be put in place as to parking restrictions. It was noted a tow zone is being added during the times of no parking. **Councilor LeBlanc** agreed that it was a good idea to revisit the ordinances affecting the St. Ann's School area noting the changes made for the East Gloucester Elementary School as a good example.

Concern was expressed for parking in the area all day by workers of businesses in the surrounding area by a Pleasant Street business owner, **Renee Nicastro**. **Councilor Cox** offered her assurance reiterating that she will be working with the Traffic Commission to evaluate the parking situation on the non-school side of Pleasant Street as well as surrounding feeder streets.

Jonathan Pope, School Committee Chair, expressed a concern for ordinance enforcement. He observed that signage needs to be clear for things such as no idling of vehicles. **Councilor Theken** noted that pick up for children is on Pleasant Street in the afternoon. **Councilor Cox** suggested that a having a police officer on site in the first month of school would be helpful in order to keep traffic flowing and to keep cars from idling at the curb.

1) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-265 "Turning movements-Generally" by ADDING as follows:

"Pleasant Street. While school is in session in a northerly direction, no left turn onto Smith Street between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m."

2) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-159 "Same-Between certain hours and on school days" by ADDING:

"Pleasant Street. While school is in session, Pleasant Street from a point beginning at its intersection with Prospect Street, westerly side, in a northerly direction to Smith Street, no parking between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:30 p.m. on school days."

3) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-291 "Tow-away zone" by ADDING as follows:

"Pleasant Street. While school is in session, Pleasant Street from a point beginning at its intersection with Prospect Street, westerly side, in a northerly direction to Smith Street, no parking between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m. on school days."

4) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-270 "Parking prohibited at all times" by DELETING as follows:

"Pleasant Street, westerly side from Smith Street in a southerly direction for a distance of 200 feet."

5) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-283 "Bus stops and taxi stands" by DELETING as follows:

“Pleasant Street, westerly side, beginning at the point 50 feet north of its intersection with Prospect Street, for a distance of 120 feet in a northerly direction effective from 8:30 a.m. to 9:30 .m. and 2:30 p.m. to 3:15 p.m. weekdays, excluding the months of July and August.”

The preceding five proposed ordinance amendments are to be advertised for public hearing.

2. New Appointment:

Salvatore DiStefano, Sr. Chief Administrative Officer TTE 02/14/2015

Suzanne Egan, General Counsel, said that the Mayor had a prior family commitment and was unable to attend, and then introduced Salvatore DiStefano as the city’s new Chief Administrative Officer who previously was employed for 10 years by the City of Boston at the Boston Redevelopment Authority/Economic Development Investment Corp as the Industrial and Commercial Sector Senior Manager. In particular it was the extensive municipal economic development experience and management leadership, she said, that put Mr. DiStefano in the forefront as a finalist for the position. She noted Mr. DiStefano will start working for the city on August 18. She said he will assist with the Fuller School redevelopment, the West Parish School, as liaison with the Council and Administration, and work with department heads.

Mr. DiStefano, introducing his wife Maria, noted he and his family is moving into a home he and his wife had purchased several years ago on Cape Ann, and so was quite familiar with the area. He said he is coming from East Boston, which he noted was a similar community, proud of its immigrant heritage with people who work hard for their living. His noted his father was a fisherman from Sicily who went into the restaurant business now has three locations in the Milwaukee, Wisconsin, area. He said he learned the values of honesty, hard work, loyalty and ethics from his parents and growing up in his family’s business, managing people at a young age. He pointed out he was the first member of his family to attend college, and during that time he traveled to India for missionary work helping Mother Teresa’s missionaries in Agra.

He reviewed he was the youngest person to ever be hired as a financial auditor for New England Financial/MetLife to audit brokerage houses countrywide and commercial real estate holdings, analyzing financial data including budget reports, and generating reports to be forwarded to the CEO of MetLife. He observed he was given much responsibility at a young age.

Mr. DiStefano said as his career progressed he became interested in city government because being involved in a small business, he said he felt the city wasn’t always responsive to its needs. He noted he had a great opportunity when Boston’s Mayor Menino asked him to oversee the entire industrial area of that city. This involved everything from real estate to permitting, Licensing and Zoning Boards, everything that was involved in bring new business to Boston. He observed there were 100,000 jobs in his sector, and he was responsible for dealing with all areas of municipal government. He highlighted that he drafted an industrial retention policy to protect industrial areas from conversion, keeping jobs in the city. He said he had difficult conversations with companies and had been able to keep those businesses in Boston as well as bringing more business to Boston, more than anyone who held that position prior. He pointed out he was involved with the seafood show in Boston for 10 years representing Boston, helping seafood companies, such as Connolly’s Seafood, a company with a presence in Gloucester. As part of that city’s budget process he advocated for \$2.3 million in Boston’s capital budget to be put into the Newmarket industrial area to rebuild it to support industrial businesses. As a result, this area went from a very run down and depressed area to being revitalized as a vibrant industrial area. He said he put 30 businesses together for a full reclamation of the area and to keep jobs there.

Mr. DiStefano briefly touched on his speaking engagements throughout the country and Canada about his accomplishments through Mayor Menino’s Backstreets Program, and his work as Chairman of the East Boston YMCA. In that role he highlighted that YMCA’s successful youth and senior programs he helped to develop to assist the most vulnerable in the community there. He said he works hard to create relationships so that it is a win/win situation. He added that he served with pride in Boston, but wanted to give his children a more suburban upbringing and so was looking forward to moving permanently to Cape Ann and to taking up the position of Chief Administrative Officer

Police Chief Campanello informed the Committee he had met with Mr. DiStefano for several hours in the past few weeks and said he believes that Mr. DiStefano is the right fit for Gloucester. He said he guaranteed that Mr. DiStefano will work out the same way he did for the city, adding that he had trust in Mr. DiStefano taking up the reins as CAO for the city.

Councilor Theken expressed her understanding that Mr. DiStefano will be actively involved in all the city's processes. She said she appreciated his family is moving closer to Gloucester and that she liked his qualifications and the boards that he serves on. She highlighted her experience with the former Gloucester seafood show briefly for Mr. DiStefano.

Councilor LeBlanc expressed his support of Mr. DiStefano's appointment as CAO. **Councilor Whynott** also added his approbation for Mr. DiStefano's appointment.

Councilor McGeary, indicating he was impressed with Mr. DiStefano's credentials, noted that Mr. DiStefano trained as an auditor and had not held a financial position since early in his career. **Mr. DiStefano** confirmed he did not work directly in municipal finance but would have to review budgets in order to obtain funds for his constituents for things like sidewalk repairs, for redevelopment projects. He pointed out he has a Bachelor of Arts in Accounting. He said he worked for Loomis, Sayles & Company, a division of MetLife, as a Portfolio Manager Assistant preparing financial data for clients and had full responsibility for the reconciliation of \$50 million in assets. He noted that he and his wife own and manage rental properties and had experience with bank financing. Boston, he observed, is essentially a large corporation and said he was in and around budgets and expressed confidence that anything he doesn't know he can learn quickly. **John Dunn**, CFO, said that he and Mr. DiStefano would work together to smooth out any gaps in Mr. DiStefano's municipal budget knowledge.

Councilor McGeary noted the fact that Mr. DiStefano has a great deal of business development experience with the Boston Redevelopment Authority (BRA) which is very attractive, but as Chief Administrative Officer he has the role of supervision of department heads. **Mr. DiStefano** pointed out that he had been the Director of Development at Dom Savio Preparatory High School in Boston and supervised a staff that reported to him and did evaluations. He said the BRA is a flat organization where there is more collaboration rather than direct oversight. With the Newmarket project, he said he had to supervise some people who had a higher rank than he, which, he said, took great management skill. He said he is Chair of the East Boston YMCA Board of Directors managing a board of 30 volunteers, and has run successful fundraising projects. He observed that management of staff is about focusing on one-on-one relationships, adding that staff management is about building relationships and focusing on strengths.

Councilor McGeary mentioned Mr. DiStefano's drafting an industrial retention policy and highlighted the some of the pressures that Gloucester's Marine/Industrial (MI) areas were under. **Mr. DiStefano** reviewed that there was a "no conversion" policy or "no net loss" policy that wasn't enforceable when he joined the BRA and explained then how that city determined what industrial areas were in need of protection. A policy was drafted so that he would be notified if a project was coming forward for conversion and could move to protect industrial areas if need be. He noted Designated Port Areas are difficult to manage and understands those issues.

Councilor McGeary made note of several Boston Globe reports regarding the BRA oversight of its finances, which was criticized in an audit by the firm KPMG. He asked if Mr. DiStefano had any direct responsibility for making sure that developers made payments or carried out other obligations they had agreed to with the BRA. **Mr. DiStefano** said that he did not have direct responsibility in that area.

Councilor McGeary inquired about the use of Tax Increment Financing (TIF) as an incentive to attract businesses to relocate and stay in communities' long term. **Mr. DiStefano** said TIF's were used sparingly under the Menino administration and were reserved for very large companies that had 600 employees or more noting that the economy of scale is lacking for smaller companies. He added that he is looking forward to keeping the lines of communication open between himself and the Council.

Councilor Whynott said that the role of CAO is the one position that is the Mayor's person with whom she decides the division of labor, a unique relationship of all the management positions in the city, adding he was impressed with Mr. DiStefano's background.

MOTION: On a motion by Councilor LeBlanc, seconded by Councilor Theken, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council appoint Salvatore DiStefano as Chief Administrative Officer, TTE 02/14/2015 pursuant to City Charter Sections 2-10, 3-3 and 3-7.

3. Memo from Shellfish Constable re: Amendments to Shellfish Management Plan

Dave Sargent, Shellfish Constable, introduced Shellfish Advisory Commission (SAC) members Dan Molloy and David Roach, and Shep Means, a commercial fisherman. He noted that at the SAC meeting of July 1 meeting the Commission voted unanimously to amend the Gloucester Shellfish Management Plan for the cove section of the High Flat within Shellfish Growing Area N9.7. He explained that this area is presently closed to harvesting of shellfish as part of a volunteer shellfish stock enhancement project, and that after protective netting has been removed this section

will be open for shellfish harvesting one day per week – Saturday’s only. **Mr. Sargent** described the area to be allowed for use (on file). It was noted that this matter is before the Committee due to GCO Sec. 20-2(d) that the City Council would need to approve the management plan amendment, but that this amendment does not precipitate a public hearing.

Councilor Theken expressed her support of the acceptance of the Shellfish Warden’s memo. **Councilor LeBlanc** said he, too, was in support of the Shellfish Warden’s recommendations.

MOTION: On a motion by Councilor LeBlanc, seconded by Councilor Theken, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council approve an amendment to the Gloucester Shellfish Management Plan as voted unanimously by the Shellfish Advisory Commission at its July 1, 2014 meeting and as put forward by the Shellfish Constable submitted in a memorandum dated July 8, 2014 related to the cove section of the High Flat within Shellfish Growing Area N9.7.

A motion was made, seconded and voted unanimously to adjourn the meeting at 7:00 p.m.

Respectfully submitted,

**Dana C. Jorgenson
Clerk of Committees**

DOCUMENTS/ITEMS SUBMITTED AT MEETING: None

PLANNING & DEVELOPMENT MEETING MINUTES

08/06/14

(UNDER SEPARATE COVER)



GLOUCESTER CITY COUNCIL 2014 PUBLIC HEARING

PUBLIC HEARING NUMBER: PH2014-055

SUBJECT: Amend GCO Chapter 22, Sec. 22-284 "Service or loading zones"
and Sec. 22-291 "Tow away zones" re: 27 Pleasant Street
08/12/14

DATE OPENED:

CONTINUED TO:

CONTINUED FROM:

COMMITTEE:

O&A 07/14/14

Legal Notices

TRAFFIC AMENDMENTS LEGAL NOTICE NOTICE OF PUBLIC HEARINGS

The Gloucester City Council will hold public hearings on Tuesday, August 12, 2014 at 7:00 PM in the Kyrouz Auditorium, City Hall, relative to the following proposed amendments to the Gloucester Code of Ordinances Chapter 22 "Traffic" as follows:

Amend Sec. 22-265 "Turning movements-Generally," Amend Sec. 22-159 "Same-Between certain hours and on certain days," Amend Sec. 22-270 "Parking prohibited at all times," Amend Sec. 22-283 "Bus stops and taxi stands" relative to plans for changing traffic patterns and parking in the area of St. Ann's School.

Amend Sec. 22-284 "Service or loading zones" and Sec. 22-291 "Tow-away zones" by DELETING Pleasant Street #27.

Amend Sec. 22-270 "Parking Prohibited at all times" by DELETING the reference to "Emerson Avenue, northerly side from the easterly entrance of the City Home" and by ADDING "northerly side from westerly corner of the intersection of Griffin Court and Emerson Avenue;" and by ADDING "Emerson Avenue, from the westerly end of driveway at 28 Emerson Avenue, to the beginning of the way to the City Boat Ramp past 30 Emerson Avenue and including the end of Emerson Avenue."

At the public hearings, all interested persons will have the opportunity to be heard.

By Vote of the City Council
Linda T. Lowe, City Clerk

AD#13153380
Cape Ann Beacon 8/1/14

It was suggested that painting parking space lines would help alleviate the problem. **Councilor Cox** said that Line painting has not alleviated the problem, and it was the Gloucester Housing Authority who asked her to bring this order forward. The residents are asking for this, she said, and that the meeting she held at Sheedy Park to discuss the matter had the largest number of residents of any meeting held there in her tenure as Ward Councilor.

In a discussion with the Committee **Councilor Cox** said that she would work with the DPW to paint lines for two parking spaces to aid in parking enforcement. **Councilors Whynott** and **Theken** expressed concern that there was very limited parking already in the immediate area.

Councilor Cox asked this matter be continued and that she would work with the DPW to see that two parking spaces were painted in. She cautioned that this had been tried in the area at the corner of Prospect Street and Railroad Avenue which failed and necessitated amending the Code of Ordinances to keep vehicles from parking to the corner which impeded trucks from being able to safely turn onto either Prospect Street or Railroad Avenue. She added she would accede to the Committee's wishes to try this first before requesting the O&A move forward again legislatively.

This matter is continued to August 4, 2014.

→ 4. **CC2014-027 (Cox) Amend GCO Chapter 22, Sec. 22-284 "Service or loading zones" & Sec. 22-291 "Tow-away zones" re: Pleasant Street #27**

Councilor Cox asked that the deleted handicapped parking space be reinstated in front of the Cape Ann Museum at 27 Pleasant Street, which she had promised to do when the Council had put in place the service and loading zone while the Cape Ann Museum was undertaking their renovation project. She said now that the museum's renovations are complete there is no longer a need for a service/loading zone in front of it. She noted that the Traffic Commission has already voted to put back the handicapped parking space.

Ms. Lowe clarified that these two votes taken by the Council on January 14 are not yet in the Code of Ordinances supplement. Since the Code amendments are not yet codified because this is done once a year. She explained that the Council needs only to repeal their vote of January 14 to delete the handicap parking space and to replace it with a service or loading zone.

MOTION: On a motion by Councilor Theken , seconded by Councilor Hardy, the Ordinances & Administration Committee voted in favor, opposed, to recommend to repeal the City Council votes of January 14, 2014 to Amend GCO c. 22, Sec. 22-284 "Service or loading zones" and Sec. 22-291 "Tow-away zones" by DELETING Pleasant Street #27.

This matter will be advertised for public hearing.

5. **CC2014-028 (Cox) Amend GCO Chapter 22, Sec. 265 "Turning movements-Generally" & Sec. 22- 159 "Same-Between certain hours and on certain days," Sec. 22-270 "Parking prohibited at all times," Sec. 22-283 "Bus stops and taxi stands" re: Pleasant Street & Smith Street**

Councilor Cox reviewed in brief the request of the School Department plans for changing traffic patterns and parking in the area of St. Ann's School to accommodate drop off and pick up of students by personal vehicles and buses which are:

- Amend Sec. 22-265 "Turning movements-Generally" by **ADDING:**
"While school is in session, Pleasant Street in a northerly direction, no left turn onto Smith Street between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m.;
- Amend Sec. 22-159 "Same-Between certain hours and on certain days" by **ADDING:**
Pleasant Street: While school is in session, Pleasant Street, from a point beginning at its intersection with Prospect Street, westerly side, in a northerly direction to Smith Street, **no parking** between the hours of 8:30 a.m. to 9:30 a.m. and 2:30 p.m. to 3:15 p.m.
- **Smith Street:** While school is in session, Smith Street, southerly side, from its intersection with Pleasant Street in a westerly direction to Maplewood Avenue, **no parking** between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m. Bus pick-up and drop-off only;
- Amend Sec. 22-270 "Parking prohibited at all times" by **DELETING:**
Pleasant Street, westerly side, from Smith Street, southerly direction for a distance of 200 feet;



GLOUCESTER CITY COUNCIL 2014 PUBLIC HEARING

PUBLIC HEARING NUMBER: PH2014-056
SUBJECT: Amend GCO Chapter 22, Sec. 22-270 "Parking prohibited at all times" re: Emerson Avenue
DATE OPENED: 08/12/14
CONTINUED TO:
CONTINUED FROM:
COMMITTEE: O&A 07/14/14

Legal Notices

TRAFFIC AMENDMENTS LEGAL NOTICE NOTICE OF PUBLIC HEARINGS

The Gloucester City Council will hold public hearings on Tuesday, August 12, 2014 at 7:00 PM in the Kyrouz Auditorium, City Hall, relative to the following proposed amendments to the Gloucester Code of Ordinances Chapter 22 "Traffic" as follows:

Amend Sec. 22-265 "Turning movements-Generally." Amend Sec. 22-159 "Same-Between certain hours and on certain days." Amend Sec. 22-270 "Parking prohibited at all times." Amend Sec. 22-283 "Bus stops and taxi stands" relative to plans for changing traffic patterns and parking in the area of St. Ann's School.

Amend Sec. 22-284 "Service or loading zones" and Sec. 22-291 "Tow-away zones" by DELETING Pleasant Street #27.

Amend Sec. 22-270 "Parking Prohibited at all times" by DELETING the reference to "Emerson Avenue, northerly side from the easterly entrance of the City Home" and by ADDING "northerly side from westerly corner of the intersection of Griffin Court and Emerson Avenue;" and by ADDING "Emerson Avenue, from the westerly end of driveway at 28 Emerson Avenue, to the beginning of the way to the City Boat Ramp past 30 Emerson Avenue and including the end of Emerson Avenue."

At the public hearings, all interested persons will have the opportunity to be heard.

By Vote of the City Council
Linda T. Lowe, City Clerk

AD#13153380
Cape Ann Beacon 8/1/14

afternoon there would be a 10 minute line up of buses. **Dr. Safier** said Sec. 22-270 "Parking prohibited at all times" says unlawful for person to park at any time Smith Street parking on the northerly side of the street. **Councilor Cox** said the original order from the Legal Department said no left turn onto Pleasant Street but apparently it is Smith Street.

Dr. Safier said it is hoped there is a workable compromise with the traffic pattern. It is for two 45 minute periods per day. The St. Ann side of Smith Street has parking. There is no parking on the opposite side and it is a two-way Street, **Councilor Theken** pointed out. **Dr. Safier** said that through the radio system they can put one or two buses at a time rather than all seven at once. **Councilor Whynott** proposed that students be dropped off on Maplewood Avenue and walked down Smith Street. **Dr. Safier** appreciated the suggestion but said that it was unsafe for students even if they were accompanied by staff.

Councilors Cox and Theken suggested that buses should be on Pleasant Street and parent drop off and pick up on Smith Street. **Dr. Safier** suggested that cars on Smith Street dropping off would make for as much if not more congestion, and that Pleasant Street is a better option for parent drop off and pick up. **Councilor Theken** suggested that the church be approached for use of a driveway has access for parking for the Smith Street residents who have no parking and perhaps something can be arranged.

This matter is continued to August 4, 2014 awaiting the results of Councilor Cox's ward meeting and the Traffic Commission meeting of July 24.

→ **6. CC2014-029 (LeBlanc) Amend GCO Chapter 22, Sec. 22-270 "Parking prohibited at all times" re: Emerson Avenue**

Councilor LeBlanc explained that the parking prohibition on Emerson Avenue is no longer valid as written, and is in need of updating. People are parking in the lot at the Marine Fisheries building, which is private property from surrounding entities – Pathways, Open Door Food Pantry. The Division of Marine Fisheries has asked there be no parking on that side of the street. He noted that the Marine Fisheries has cut out into their property to make parking for their employees, but technically vehicles could park in the area that's been cut out. He explained that portion that has been cut out is property owned by the State Division of Marine Fisheries. He pointed out that the Cape Ann Food Pantry, a neighbor of the Marine Fisheries, has agreed to work the Marine Fisheries so as to make available that parking facility on a limited basis during high traffic times to the food pantry. He also noted that this matter went before the Traffic Commission, and their recommendation is before the Committee for a vote.

Councilor Theken expressed her concern about the Food Pantry and the Marine Fisheries working out a viable cooperative parking solution. She also expressed her concern for the parking for those visiting the Veterans Services building on Emerson Avenue and seniors who live at Lincoln Park.

Councilor LeBlanc showed the Committee the entrance to the National Marine Fisheries and the immediate vicinity on an iPad aerial photograph. He said he asked the Traffic Commission to consider a parking ban from the corner of the Food Pantry property at the entrance of the State Division of Marine Fisheries to the end of that lot. This is all Marine Fisheries property even the cut out area which was confirmed by the Public Works Director and the Chair of the Traffic Commission. He added that he had also worked with the Public Works Director who had agreed it was appropriate for the Marine Fisheries to put up their own "No Parking" signs on their property indicating that it is during business hours.

Councilors Theken and Hardy said they believed there were paper roads on Emerson Avenue as well. **Councilor LeBlanc** said that Griffin Court is a paper road. He reassured the Councilors that Julie LaFontaine, Director of the Food Pantry has and is working hand-in-hand with the Marine Fisheries when there are holiday events. Marine Fisheries will put up signs that no parking during business hours on their property. He said this action is to clean up the ordinance so that there is no parking in front of the Marine Fisheries property.

MOTION: On a motion by Councilor Hardy, seconded by Councilor Whynott, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend to Amend GCO c. 22, Sec. 22-270 "Parking Prohibited at all times" by DELETING the reference to "Emerson Avenue, northerly side from the easterly entrance of the City Home."

And by ADDING: "northerly side from westerly corner of the intersection of Griffin Court and Emerson Avenue;"

And by ADDING: “Emerson Avenue, from the westerly end of driveway at 28 Emerson Avenue, to the beginning of the way to the City Boat Ramp past 30 Emerson Avenue and including the end of Emerson Avenue.”

This matter is to be advertised for public hearing.

7. CC2014-030 (LeBlanc) Amend GCO c. 22 Sec. 22-289 “Parking meter zones-On Street” and Sec. 22-216 “Hours of operation re: Washington Street in front of #8

Councilor LeBlanc said that he is forwarding a request from the American Legion who is asking that meters be placed in front of 8 Washington Street. **Councilor Theken** observed this is a mostly residential area and may not be fair to those people who live in the immediate area.

This matter is to be continued to August 4 pending a recommendation from the Traffic Commission.

8. CC2014-031 (McGeary/Theken/Lundberg, Verga, Cox, Fonvielle) Amend GCO Art. I, Chapter 14 “Offenses and Miscellaneous Provisions” by adding a new section and Amending GCO Sec. 1.15 “Penalty for violation of certain specified sections of Code” re: Synthetic Drugs (Synthetic Marijuana, Stimulants and Hallucinogens)

Chief Campanello presented the following information on the proposed ordinance:

This regulates the sale availability of synthetic marijuana/cannabinoids, stimulants and psychedelic/hallucinogens substances that alter the mind by producing a “high” affect and decreasing the senses. He pointed out examples of street sales “legally” from some places in the city. This ordinance, he said, is purposely written large in scope to cover any substance or any combined chemical substances that are mood altering, producing an intoxicating effect, mirroring substances that are illegal. He said that many Massachusetts communities have similar ordinances, and that the one before the Committee is very well written allowing for enforcement and for what may come forward in the future by covering a broad range of synthetic products. He pointed out that there is a federal law, although Mass. state law skirts around it, it is under federal law that these offenses are prosecuted under.

This ordinance is aimed at the supplier. These substances are marketed for a particular demographic attracted to the packaging. The Committee was shown a poster board with actual types of packaging of synthetic drugs marketed as herbal scent or potpourri with names and graphic packaging enticing and familiar to young people. The ordinance is written to cover these types of products which is targeting the sales not necessarily the user which is more effective from a municipal perspective. Red Bull and like products are caffeine-based so they are not included. These synthetic substances are mind-altering substances and are chemically based, which he pointed out, is made clear by the ordinance.

Councilor McGeary said part of the challenge is that if there is too much specificity in such an ordinance amendment, then chemical substances can be changed to circumvent the compounds named which is why the proposed ordinance is broadly written. This, he said, is to discourage the sales of these products.

Chief Campanello said that purveyors have been cooperative in taking these products off the shelf once they are asked. There is a need for protection of citizens, and this is not destroying businesses, he observed. He said the ordinance covers any sales of these types of products. Everyone through the Healthy Gloucester Collaborative and their partners, and the Council want to get in front of this to be proactive, he added.

Joan Whitney, Director of the Healthy Gloucester Collaborative, Public Health Department, said there is a need to protect young people. The marketing of these synthetic drugs make them attractive to young people, positioned as potpourri or herbal scents. No one knows what is actually in these chemical compounds as there is no regulation and no way to know if someone is suffering from the effects making these compounds very dangerous. She urged passage of the ordinance. **Max Schenk**, Manager of Environmental Health Services, Public Health Department spoke on behalf of Noreen Burke, Public Health Director by saying that this ordinance gives law enforcement the tools they need to stay ahead of the curve on these chemical stimulants which are known to be dangerous.

Councilor McGeary pointed out that Councilor Theken’s suggestions to change certain language within the draft ordinance from her professional outreach work were incorporated into the draft ordinance language. He reiterated that the ordinance is not to just cover a specific synthetic drug nor does it name any synthetic drug



GLOUCESTER CITY COUNCIL 2014 PUBLIC HEARING

PUBLIC HEARING NUMBER: PH2014-057
SUBJECT: Amend GCO Chapter 22, Sec. 22-265 "Turning movements-Generally,"
Sec. 22-159 "Same-Between certain hours and on certain days,"
Sec. 22-270 "Parking prohibited all times," Sec. 22-283 "Bus stops and
taxi stands" relative to plans for changing traffic patterns and parking
in the area of St. Ann's School
DATE OPENED: 08/12/14
CONTINUED TO:
CONTINUED FROM:
COMMITTEE: O&A 07/14/14, 08/04/14

Legal Notices

TRAFFIC AMENDMENTS LEGAL NOTICE NOTICE OF PUBLIC HEARINGS

The Gloucester City Council will hold public hearings on Tuesday, August 12, 2014 at 7:00 PM in the Kyrouz Auditorium, City Hall, relative to the following proposed amendments to the Gloucester Code of Ordinances Chapter 22 "Traffic" as follows:

Amend Sec. 22-265 "Turning movements-Generally," Amend Sec. 22-159 "Same-Between certain hours and on certain days," Amend Sec. 22-270 "Parking prohibited at all times," Amend Sec. 22-283 "Bus stops and taxi stands" relative to plans for changing traffic patterns and parking in the area of St. Ann's School.

Amend Sec. 22-284 "Service or loading zones" and Sec. 22-291 "Tow-away zones" by DELETING Pleasant Street #27.

Amend Sec. 22-270 "Parking Prohibited at all times" by DELETING the reference to "Emerson Avenue, northerly side from the easterly entrance of the City Home" and by ADDING "northerly side from westerly corner of the intersection of Griffin Court and Emerson Avenue;" and by ADDING "Emerson Avenue, from the westerly end of driveway at 28 Emerson Avenue, to the beginning of the way to the City Boat Ramp past 30 Emerson Avenue and including the end of Emerson Avenue."

At the public hearings, all interested persons will have the opportunity to be heard.

By Vote of the City Council
Linda T. Lowe, City Clerk

AD#13153380
Cape Ann Beacon 8/1/14



CITY OF GLOUCESTER 2014 CITY COUNCIL ORDER

ORDER: CC#2014-028
COUNCILLOR: Melissa Cox

DATE RECEIVED BY COUNCIL: 06/24/14
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the Gloucester Code of Ordinances Chapter 22 "Traffic" be amended as follows:

Amend Sec. 22-265 "Turning movements-Generally" by **ADDING**:

"While school is in session, Pleasant Street in a northerly direction, no left turn onto Smith Street between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m.;

Amend Sec. 22-159 "Same-Between certain hours and on certain days" by **ADDING**:

(4) Pleasant Street. While school is in session, Pleasant Street, from a point beginning at its intersection with Prospect Street, westerly side, in a northerly direction to Smith Street, **no parking** between the hours of 8:30 a.m. to 9:30 a.m. and 2:30 p.m. to 3:15 p.m.

(5) Smith Street. While school is in session, Smith Street, southerly side, from its intersection with Pleasant Street in a westerly direction to Maplewood Avenue, **no parking** between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m. Bus pick-up and drop-off only;

Amend Sec. 22-270 "Parking prohibited at all times" by **DELETING** Pleasant Street, westerly side, from Smith Street, southerly direction for a distance of 200 feet;

Amend Sec. 22-283 "Bus stops and taxi stands" by **DELETING** Pleasant Street, westerly side, beginning at the point 50' north of its intersection with Prospect Street for a distance of 120' in a northerly direction effective from 8:30 a.m. to 9:30 a.m. and 2:30 p.m. to 3:30 p.m. weekdays, excluding the months of July and August; and further

ORDERED that this matter be referred to the Ordinances and Administration Standing Committee and the Traffic Commission for review and recommendations..

Melissa Cox
Ward 2 Councillor

Ordinances & Administration Committee
Monday, August 4, 2014 – 6:00 p.m.
1st Fl. Council Committee Room – City Hall
-Minutes-

Present: Chair, Councilor Robert Whynott; Vice Chair, Councilor Theken; Councilor Steve LeBlanc (Alternate)

Absent: Councilor Hardy

Also Present: Councilor McGeary; Councilor Cox (entered at 6:12 p.m.); Salvatore DiStefano; Jonathan Pope; Linda Lowe; Police Chief Leonard Campanello; Suzanne Egan; John Dunn; James Pope

The meeting was called to order at 6:02 p.m. There was a quorum of the City Council upon the arrival of Councilor Cox. Matters were taken out of order.

1. Continued Business from 07/14/14:

- A) CC2014-024 (Cox) Amend GCO Chapter 22, Sec. 22-270 "Parking prohibited at all times" and Sec. 22-291 "Tow-away zones" re: Pleasant Street

The Committee noted that at its previous Committee meeting after a discussion with Councilor Cox, the Committee had continued the matter in order to determine whether the situation could be remedied by having the Department of Public Works paint lines in the roadway in the area between the exit and entrance of Sheedy Park indicating two parking spaces. Councilor Cox reported that the line painting had yet to occur and asked that the matter be continued.

This matter was continued to August 18, 2014.

- B) CC2014-030 (LeBlanc) Amend GCO c. 22 Sec. 22-289 "Parking meter zones-On Street" and Sec. 22-216 "Hours of operation re: Washington Street in front of #8

Councilor LeBlanc informed the Committee that he was asked by the American Legion to have parking meters installed on the Middle Street side of the Legion Building at #8 Washington Street. At the Traffic Commission meeting of July 24 the Commission was unable to support parking meters being installed in that location. He said that area neighbors were also not in favor of meters being installed due to area vehicular congestion and lack of residential parking. He noted as did Councilor Theken that people who live in the Square have no driveways. This is in front of the Joan of Arc statue where spaces are on the Middle Street side of Washington Street, he noted.

Councilor Theken expressed she would not support the ordinance amendment.

After a brief discussion with the Committee, Councilor LeBlanc asked that his Council Order be withdrawn without prejudice.

MOTION: On a motion by Councilor LeBlanc, seconded by Councilor Theken, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council permit the withdrawal of CC2014-003 to Amend GCO c. 22 Sec. 22-289 "Parking meter zones-On Street" and Sec. 22-216 "Hours of operation re: Washington Street in front of #8, without prejudice.

- C) CC2014-028 (Cox) Amend GCO Chapter 22, Sec. 265 "Turning movements-Generally" & Sec. 22-159 "Same-Between certain hours and on certain days," Sec. 22-270 "Parking prohibited at all times," Sec. 22-283 "Bus stops and taxi stands" re: Pleasant Street & Smith Street

Councilor Cox, reviewing proposed ordinance amendments for traffic patterns and parking related to the West Parish School Swing Space at St. Ann's School, said that there are already ordinances on the books to cover parking from the beginning of Pleasant Street at its corner with Prospect Street to Liberty Street from 8:30 a.m. to 9:30 a.m. and again in the afternoon. With the proposed ordinance amendments this will now extend to Prospect Street and Smith Street on the same side of the street. Smith Street, she pointed out, is left alone except for the no left turn and lines being painted where parking is not allowed 20 feet from the corners. The side of Pleasant Street away from the

St. Ann's School will be reviewed and dealt with through another Council Order to come forward having to do with time limits. The current proposed ordinance amendments will only be on the St. Ann's side of the streets, she said.

Councilor Theken noted the changes being proposed and questioned how school buses would be staged.

Councilor Cox said that school buses will go onto Smith Street two at a time and not stage on the resident side of Maplewood Avenue. There will be solid lines painted in that area, she said, to make sure that vehicles do not park 20 feet from the curb of the intersection. She pointed out that bus drivers will not leave their buses so that the buses can be moved immediately if there is an emergency. The situation will be reevaluated several months into the new school year, she noted, and highlighted that times of no parking are: 8:30 to 9:15 and 2:30 to 3:15 p.m.

Councilor Whynott agreed that the Committee should review the ordinance changes within several months after school starts. **Councilor Cox** said that she is working with the Traffic Commission to examine the non-school side of the street in order to evaluate what possible changes need to be put in place as to parking restrictions. It was noted a tow zone is being added during the times of no parking. **Councilor LeBlanc** agreed that it was a good idea to revisit the ordinances affecting the St. Ann's School area noting the changes made for the East Gloucester Elementary School as a good example.

Concern was expressed for parking in the area all day by workers of businesses in the surrounding area by a Pleasant Street business owner, **Renee Nicastro**. **Councilor Cox** offered her assurance reiterating that she will be working with the Traffic Commission to evaluate the parking situation on the non-school side of Pleasant Street as well as surrounding feeder streets.

Jonathan Pope, School Committee Chair, expressed a concern for ordinance enforcement. He observed that signage needs to be clear for things such as no idling of vehicles. **Councilor Theken** noted that pick up for children is on Pleasant Street in the afternoon. **Councilor Cox** suggested that a having a police officer on site in the first month of school would be helpful in order to keep traffic flowing and to keep cars from idling at the curb.

1) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-265 "Turning movements-Generally" by ADDING as follows:

"Pleasant Street. While school is in session in a northerly direction, no left turn onto Smith Street between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m."

2) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-159 "Same-Between certain hours and on school days" by ADDING:

"Pleasant Street. While school is in session, Pleasant Street from a point beginning at its intersection with Prospect Street, westerly side, in a northerly direction to Smith Street, no parking between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:30 p.m. on school days."

3) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-291 "Tow-away zone" by ADDING as follows:

"Pleasant Street. While school is in session, Pleasant Street from a point beginning at its intersection with Prospect Street, westerly side, in a northerly direction to Smith Street, no parking between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m. on school days."

4) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-270 "Parking prohibited at all times" by DELETING as follows:

"Pleasant Street, westerly side from Smith Street in a southerly direction for a distance of 200 feet."

5) MOTION: On a motion by Councilor Theken, seconded by Councilor LeBlanc, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend GCO Sec. 22-283 "Bus stops and taxi stands" by DELETING as follows:

“Pleasant Street, westerly side, beginning at the point 50 feet north of its intersection with Prospect Street, for a distance of 120 feet in a northerly direction effective from 8:30 a.m. to 9:30 .m. and 2:30 p.m. to 3:15 p.m. weekdays, excluding the months of July and August.”

The preceding five proposed ordinance amendments are to be advertised for public hearing.

2. New Appointment:

Salvatore DiStefano, Sr. Chief Administrative Officer TTE 02/14/2015

Suzanne Egan, General Counsel, said that the Mayor had a prior family commitment and was unable to attend, and then introduced Salvatore DiStefano as the city’s new Chief Administrative Officer who previously was employed for 10 years by the City of Boston at the Boston Redevelopment Authority/Economic Development Investment Corp as the Industrial and Commercial Sector Senior Manager. In particular it was the extensive municipal economic development experience and management leadership, she said, that put Mr. DiStefano in the forefront as a finalist for the position. She noted Mr. DiStefano will start working for the city on August 18. She said he will assist with the Fuller School redevelopment, the West Parish School, as liaison with the Council and Administration, and work with department heads.

Mr. DiStefano, introducing his wife Maria, noted he and his family is moving into a home he and his wife had purchased several years ago on Cape Ann, and so was quite familiar with the area. He said he is coming from East Boston, which he noted was a similar community, proud of its immigrant heritage with people who work hard for their living. His noted his father was a fisherman from Sicily who went into the restaurant business now has three locations in the Milwaukee, Wisconsin, area. He said he learned the values of honesty, hard work, loyalty and ethics from his parents and growing up in his family’s business, managing people at a young age. He pointed out he was the first member of his family to attend college, and during that time he traveled to India for missionary work helping Mother Teresa’s missionaries in Agra.

He reviewed he was the youngest person to ever be hired as a financial auditor for New England Financial/MetLife to audit brokerage houses countrywide and commercial real estate holdings, analyzing financial data including budget reports, and generating reports to be forwarded to the CEO of MetLife. He observed he was given much responsibility at a young age.

Mr. DiStefano said as his career progressed he became interested in city government because being involved in a small business, he said he felt the city wasn’t always responsive to its needs. He noted he had a great opportunity when Boston’s Mayor Menino asked him to oversee the entire industrial area of that city. This involved everything from real estate to permitting, Licensing and Zoning Boards, everything that was involved in bring new business to Boston. He observed there were 100,000 jobs in his sector, and he was responsible for dealing with all areas of municipal government. He highlighted that he drafted an industrial retention policy to protect industrial areas from conversion, keeping jobs in the city. He said he had difficult conversations with companies and had been able to keep those businesses in Boston as well as bringing more business to Boston, more than anyone who held that position prior. He pointed out he was involved with the seafood show in Boston for 10 years representing Boston, helping seafood companies, such as Connolly’s Seafood, a company with a presence in Gloucester. As part of that city’s budget process he advocated for \$2.3 million in Boston’s capital budget to be put into the Newmarket industrial area to rebuild it to support industrial businesses. As a result, this area went from a very run down and depressed area to being revitalized as a vibrant industrial area. He said he put 30 businesses together for a full reclamation of the area and to keep jobs there.

Mr. DiStefano briefly touched on his speaking engagements throughout the country and Canada about his accomplishments through Mayor Menino’s Backstreets Program, and his work as Chairman of the East Boston YMCA. In that role he highlighted that YMCA’s successful youth and senior programs he helped to develop to assist the most vulnerable in the community there. He said he works hard to create relationships so that it is a win/win situation. He added that he served with pride in Boston, but wanted to give his children a more suburban upbringing and so was looking forward to moving permanently to Cape Ann and to taking up the position of Chief Administrative Officer

Police Chief Campanello informed the Committee he had met with Mr. DiStefano for several hours in the past few weeks and said he believes that Mr. DiStefano is the right fit for Gloucester. He said he guaranteed that Mr. DiStefano will work out the same way he did for the city, adding that he had trust in Mr. DiStefano taking up the reins as CAO for the city.

It was suggested that painting parking space lines would help alleviate the problem. **Councilor Cox** said that Line painting has not alleviated the problem, and it was the Gloucester Housing Authority who asked her to bring this order forward. The residents are asking for this, she said, and that the meeting she held at Sheedy Park to discuss the matter had the largest number of residents of any meeting held there in her tenure as Ward Councilor.

In a discussion with the Committee **Councilor Cox** said that she would work with the DPW to paint lines for two parking spaces to aid in parking enforcement. **Councilors Whynott** and **Theken** expressed concern that there was very limited parking already in the immediate area.

Councilor Cox asked this matter be continued and that she would work with the DPW to see that two parking spaces were painted in. She cautioned that this had been tried in the area at the corner of Prospect Street and Railroad Avenue which failed and necessitated amending the Code of Ordinances to keep vehicles from parking to the corner which impeded trucks from being able to safety turn onto either Prospect Street or Railroad Avenue. She added she would accede to the Committee's wishes to try this first before requesting the O&A move forward again legislatively.

This matter is continued to August 4, 2014.

4. CC2014-027 (Cox) Amend GCO Chapter 22, Sec. 22-284 "Service or loading zones" & Sec. 22-291 "Tow-away zones" re: Pleasant Street #27

Councilor Cox asked that the deleted handicapped parking space be reinstated in front of the Cape Ann Museum at 27 Pleasant Street, which she had promised to do when the Council had put in place the service and loading zone while the Cape Ann Museum was undertaking their renovation project. She said now that the museum's renovations are complete there is no longer a need for a service/loading zone in front of it. She noted that the Traffic Commission has already voted to put back the handicapped parking space.

Ms. Lowe clarified that these two votes taken by the Council on January 14 are not yet in the Code of Ordinances supplement. Since the Code amendments are not yet codified because this is done once a year. She explained that the Council needs only to repeal their vote of January 14 to delete the handicap parking space and to replace it with a service or loading zone.

MOTION: On a motion by Councilor Theken , seconded by Councilor Hardy, the Ordinances & Administration Committee voted in favor, opposed, to recommend to repeal the City Council votes of January 14, 2014 to Amend GCO c. 22, Sec. 22-284 "Service or loading zones" and Sec. 22-291 "Tow-away zones" by DELETING Pleasant Street #27.

This matter will be advertised for public hearing.

5. CC2014-028 (Cox) Amend GCO Chapter 22, Sec. 265 "Turning movements-Generally" & Sec. 22- 159 "Same-Between certain hours and on certain days," Sec. 22-270 "Parking prohibited at all times," Sec. 22-283 "Bus stops and taxi stands" re: Pleasant Street & Smith Street

Councilor Cox reviewed in brief the request of the School Department plans for changing traffic patterns and parking in the area of St. Ann's School to accommodate drop off and pick up of students by personal vehicles and buses which are:

- Amend Sec. 22-265 "Turning movements-Generally" by **ADDING:**
"While school is in session, Pleasant Street in a northerly direction, no left turn onto Smith Street between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m.;
- Amend Sec. 22-159 "Same-Between certain hours and on certain days" by **ADDING:**
Pleasant Street: While school is in session, Pleasant Street, from a point beginning at its intersection with Prospect Street, westerly side, in a northerly direction to Smith Street, **no parking** between the hours of 8:30 a.m. to 9:30 a.m. and 2:30 p.m. to 3:15 p.m.
- **Smith Street:** While school is in session, Smith Street, southerly side, from its intersection with Pleasant Street in a westerly direction to Maplewood Avenue, **no parking** between the hours of 8:30 a.m. to 9:15 a.m. and 2:30 p.m. to 3:15 p.m. Bus pick-up and drop-off only;
- Amend Sec. 22-270 "Parking prohibited at all times" by **DELETING:**
Pleasant Street, westerly side, from Smith Street, southerly direction for a distance of 200 feet;

- Amend Sec. 22-283 “Bus stops and taxi stands” by DELETING:
Pleasant Street, westerly side, beginning at the point 50’ north of its intersection with Prospect Street for a distance of 120’ in a northerly direction, effective from 8:30 a.m. to 9:30 a.m. and 2:30 p.m. to 3:30 p.m. on weekdays, excluding the months of July and August.

Dr. Richard Safier, Superintendent of Schools, asked that this matter be continued. He said the Traffic Commission meeting of June 26 took up this matter and that the Commission would make their recommendations after the Ward 2 meeting held by Councilor Cox on July 21. At the July 24 meeting of the Traffic Commission will take the matter up again School Department can work with them to assess whether the ordinances in place may serve what is necessary for the transportation requirements for 360 students who will be coming to St. Ann’s as well as those who will go from there onto the O’Maley Innovation Middle School for Grade 5.

He then described some of the proposed changes to the Committee as follows:

Going north on Pleasant Street away from City Hall, between 8:30 a.m. and 9:15 a.m. and 2:30 p.m. and 3:15 p.m. that there should be a left turn on to Smith Street in order to use it as a drop off and pick up area for school buses. The areas of Prospect Street, Four Corners and Maplewood Avenue are not considered advantageous or conducive. This is about safety, efficiency and minimal disruption to the neighborhood.

Bus Drop Off and Pick Up on Smith Street

The School Department is strongly encouraging parents not to drive their students to school but to bus their students. All students including Grade 5 who will go to the O’Maley School will all be bussed together. The students bound for St. Ann’s would be dropped curbside, which is the safest option for students, on Smith Street first, and then the fifth graders would be bused on to the O’Maley Middle School.

Pick up in the afternoon for bussed students would also be on Smith Street. In the afternoon there may be a 10 minute line up and that some buses may have to wait in the supermarket parking lot or on Maplewood Avenue and be radioed to proceed to the pick up point on Smith Street. To minimize the traffic congestion in the St. Ann School area, all Kindergarten through Grade 4 students will be transported to the O’Maley Middle School where there will be a staging area for parents to pick up students there in their cars, and the buses then pick up the O’Maley Grade 5 students and return them to their homes.

Private Vehicle Drop Off and Pick Up on Pleasant Street

Pleasant Street is being designated for student drop off and pick up by car. There is an ordinance on the books under Sec. 22-270 “Parking Prohibited at All Times” but that when work was done on the street the signs taken down at that time were never put back. This is between 8:30 and 9:15 and 2:30 and 3:15 p.m. on the side of the street that borders the school property, that during those designated times there would be no parking there for the purpose of student drop off and pick up so as to discourage parents from parking there and walking their students into the school and creating more traffic congestion. Staff will be at curbside to facilitate smooth and efficient drop off and pick up of students. There are assurances from Holy Family Parish that there will be no funerals scheduled before 9:30 a.m. It was noted by **Councilor Cox** that any city ordinance would supersede any lease agreement.

Parking for School Staff and Holy Family Parish Events such as Funerals:

When there are no funerals scheduled staff can use the parking the lot around the St. Ann’s School. If there is a funeral scheduled staff will not park there. There is a parish lot next to Yellow Sub which the school department has permission for staff to use, and there the lot at Burnham’s Field that is city owned and can be used for staff and visitor parking. There is a parking area on Maplewood Avenue behind the Car Wash and McDonalds which the city is negotiating with Cape Ann Marketing Realty to be able to use also. **Dr. Safier** said he was assured by Public Works Director, Mike Hale, that his department would do whatever work is needed to the property to see that it can be used for school parking. **Councilor Theken** noted behind the St. Ann’s Rectory there are about 8 parking places and she recommended that Dr. Safier speak with Holy Family Parish about their use as the rectory is no longer in use.

Dr. Safier pointed out that these requests for traffic changes are predicated on safety, he said. There may be a need for signage for safe, efficient, and well run drop off and pick up of students. What they don’t want is lines of cars backing up traffic to the downtown, he said.

Councilor Discussion:

Councilor Cox said that on Smith Street there are several three and four family dwellings that have no off-street parking and asked where those residents are supposed to park. There are retirees who may not move their car during the day, she said. She said she is opposed to using Smith Street for buses as it is a residential neighborhood and what would those residents would do with their cars during the 45 minutes in the morning and afternoon when cars are banned from parking in the immediate area five days a week. Additionally, there would be no left turn onto Smith Street which is the intent of the School Department’s proposal, she pointed out. **Dr. Safier** reiterated in the

afternoon there would be a 10 minute line up of buses. **Dr. Safier** said Sec. 22-270 “Parking prohibited at all times” says unlawful for person to park at any time Smith Street parking on the northerly side of the street. **Councilor Cox** said the original order from the Legal Department said no left turn onto Pleasant Street but apparently it is Smith Street.

Dr. Safier said it is hoped there is a workable compromise with the traffic pattern. It is for two 45 minute periods per day. The St. Ann side of Smith Street has parking. There is no parking on the opposite side and it is a two-way Street, **Councilor Theken** pointed out. **Dr. Safier** said that through the radio system they can put one or two buses at a time rather than all seven at once. **Councilor Whynott** proposed that students be dropped off on Maplewood Avenue and walked down Smith Street. **Dr. Safier** appreciated the suggestion but said that it was unsafe for students even if they were accompanied by staff.

Councilors Cox and **Theken** suggested that buses should be on Pleasant Street and parent drop off and pick up on Smith Street. **Dr. Safier** suggested that cars on Smith Street dropping off would make for as much if not more congestion, and that Pleasant Street is a better option for parent drop off and pick up. **Councilor Theken** suggested that the church be approached for use of a driveway has access for parking for the Smith Street residents who have no parking and perhaps something can be arranged.

This matter is continued to August 4, 2014 awaiting the results of Councilor Cox’s ward meeting and the Traffic Commission meeting of July 24.

6. CC2014-029 (LeBlanc) Amend GCO Chapter 22, Sec. 22-270 “Parking prohibited at all times” re: Emerson Avenue

Councilor LeBlanc explained that the parking prohibition on Emerson Avenue is no longer valid as written, and is in need of updating. People are parking in the lot at the Marine Fisheries building, which is private property from surrounding entities – Pathways, Open Door Food Pantry. The Division of Marine Fisheries has asked there be no parking on that side of the street. He noted that the Marine Fisheries has cut out into their property to make parking for their employees, but technically vehicles could park in the area that’s been cut out. He explained that portion that has been cut out is property owned by the State Division of Marine Fisheries. He pointed out that the Cape Ann Food Pantry, a neighbor of the Marine Fisheries, has agreed to work the Marine Fisheries so as to make available that parking facility on a limited basis during high traffic times to the food pantry. He also noted that this matter went before the Traffic Commission, and their recommendation is before the Committee for a vote.

Councilor Theken expressed her concern about the Food Pantry and the Marine Fisheries working out a viable cooperative parking solution. She also expressed her concern for the parking for those visiting the Veterans Services building on Emerson Avenue and seniors who live at Lincoln Park.

Councilor LeBlanc showed the Committee the entrance to the National Marine Fisheries and the immediate vicinity on an iPad aerial photograph. He said he asked the Traffic Commission to consider a parking ban from the corner of the Food Pantry property at the entrance of the State Division of Marine Fisheries to the end of that lot. This is all Marine Fisheries property even the cut out area which was confirmed by the Public Works Director and the Chair of the Traffic Commission. He added that he had also worked with the Public Works Director who had agreed it was appropriate for the Marine Fisheries to put up their own “No Parking” signs on their property indicating that it is during business hours.

Councilors Theken and **Hardy** said they believed there were paper roads on Emerson Avenue as well. **Councilor LeBlanc** said that Griffin Court is a paper road. He reassured the Councilors that Julie LaFontaine, Director of the Food Pantry has and is working hand-in-hand with the Marine Fisheries when there are holiday events. Marine Fisheries will put up signs that no parking during business hours on their property. He said this action is to clean up the ordinance so that there is no parking in front of the Marine Fisheries property.

MOTION: On a motion by Councilor Hardy, seconded by Councilor Whynott, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend to Amend GCO c. 22, Sec. 22-270 “Parking Prohibited at all times” by DELETING the reference to “Emerson Avenue, northerly side from the easterly entrance of the City Home.”

And by ADDING: “northerly side from westerly corner of the intersection of Griffin Court and Emerson Avenue;”



GLOUCESTER CITY COUNCIL 2014 PUBLIC HEARING

PUBLIC HEARING NUMBER: PH2014-058
SUBJECT: Amend GCO Article I, Chapter 14 "Offenses and Miscellaneous Provisions" by adding a new section and amend Chapter 1 General Provisions, Sec. 1-15 "Penalty for violation for certain specified sections of Code" re: Synthetic Drugs
DATE OPENED: 08/12/14
CONTINUED TO:
CONTINUED FROM:
COMMITTEE: O&A 07/14/14

**OF ORDINANCES
LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

The Gloucester City Council will hold a public hearing on **Tuesday, August 12, 2014** at 7:00 PM in the Kyrouz Auditorium, City Hall, relative to the following proposed amendments to the Gloucester Code of Ordinances:

Amend Article I, Chapter 14 "Offenses and Miscellaneous Provisions" by adding a new section and amend Chapter 1 General Provisions, Sec. 1.15 "Penalty for violation of certain specified sections of Code" re: Synthetic Drugs (full text on file in the City Clerk's Office and can be view during business hours)

At the public hearing, all interested persons will have the opportunity to be heard.

By Vote of the City Council
Linda T. Lowe, City Clerk

AD#13153423
Cape Ann Beacon 8/1/14



CITY OF GLOUCESTER 2014 CITY COUNCIL ORDER

ORDER: CC#2014-031
COUNCILLORS: Paul McGeary, Sefatia Romeo-
Theken, Paul Lundberg, Greg Verga, Melissa Cox,
William Fonvielle

DATE RECEIVED BY COUNCIL: 07/08/14
REFERRED TO: O&A
FOR COUNCIL VOTE:

ORDERED to Amend Gloucester Code of Ordinances, Article 1, Chapter 14 (Offenses and Miscellaneous Provisions) as follows:

Article I. In General

By adding the following new section:

Sec. 14-17 Synthetic Drugs (Synthetic Marijuana, Stimulants and Hallucinogens)

- a) *Purpose.* The purpose of this section is to regulate the availability of synthetic marijuana/cannabinoids, stimulants and psychedelic/hallucinogens that have been linked to serious physical effects resulting in hospitalization and death when ingested, inhaled or otherwise introduced into the human body. These synthetic cannabinoids, stimulants and psychedelic/hallucinogens pose health, safety, and welfare issues. This section is not intended to regulate or affect in any way the legal sale and distribution of medical marijuana pursuant to Chapter 369 of the Acts of 2012.
- b) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the following meanings ascribed to them:
 - 1) *Synthetic drugs* mean any synthetic marijuana, cannabinoids, stimulants and/or psychedelic/hallucinogens which contain (i) any substance contained in 21 U.S.C. §812(c), Schedule 1, subparts (c) ; or (ii) any substance listed as a Class C substance in subpart (e) of Section 31 of M.G.L. c. 94C; or (iii) any vegetable material that has been chemically treated and is possessed, sold or purchased with the intent that it will, despite any labeling to the contrary, be consumed by humans for the purpose of voluntary intoxication, which if consumed, may induce effects of intoxication similar to a controlled substance or imitation controlled substance such as elation, euphoria, dizziness, excitement, irrational behavior,

exhilaration, paralysis, stupefaction, dulling of the senses or nervous system, or distortion of audio, visual or mental processes.

- 2) *Synthetic drug analogues* mean any (i) substances with chemical structures which are substantially similar to the chemical structure of the synthetic marijuana/cannabinoids, stimulants and/or psychedelic/hallucinogens listed in 1), above; or (ii) substances which as stimulants, depressants or hallucinogenic have effects on the central nervous system substantially similar to or greater than the stimulant, depressant, or hallucinogenic effect on the central nervous system of synthetic marijuana/cannabinoids, stimulants and/or psychedelic/hallucinogen listed in 1), above.
- c) *Prohibition.* No person shall sell, offer to sell, provide, produce, manufacture, distribute, gift, or publicly display for sale any synthetic drug or synthetic drug analogue as defined above. This ordinance shall apply regardless of whether the synthetic drug or analogue is described, advertised or packaged as tobacco, herbs, incense, spice, bath salts, plant food or any blend thereof, and regardless of whether the substance is marketed for the purpose of being smoked, ingested or injected.
- No person shall sell, offer to sell, provide, produce, manufacture, distribute, gift, or publicly display for sale any product for human consumption when the product is labeled “not for human consumption” or contains similar warnings.
- d) *Penalty for violation.* Violation of this regulation shall be punished by a fine of \$150.00 for a first offense. Any subsequent violation of this regulation shall be punishable by a fine of \$300.00.
- e) *Enforcement.* Violations of this section shall be enforced in accordance with all other applicable laws governing municipal ordinances; however, at the option of the enforcing person, violation may be enforced noncriminally pursuant to M.G.L. c. 40 §21D and as provided in section 1-15, rather than by a criminal complaint in district court.
- f) *Severability.* The provisions of this section are severable; and, if any of the provisions of this section shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

And Further:

ORDERED to amend Gloucester Code of Ordinances Sec 1-15. (Penalty for violation of certain specified sections of Code) as follows:

Violation of the Code sections set forth in this section may be enforced noncriminally by way of the ticketing procedures set forth in M.G.L. c. 40, § 21D. For the purpose of this section, the specific penalty which is to apply for a violation of each such section shall be as listed below and the municipal officers or employees whose titles are listed under such section shall be deemed to be enforcing officers for each such section:

Chapter 14, section 14-17, synthetic drugs (synthetic marijuana, stimulants and hallucinogens).

Penalty:

First offense: \$150.00

Subsequent offense(s): \$300.00.

Enforcing persons: police officers

Paul McGeary
Ward 1 Councillor

Sefatia Romeo-Theken
Councillor At Large

Paul Lundberg
Councillor At Large

Greg Verga
Councillor At Large

Melissa Cox
Ward 2 Councillor

William Fonvielle
Ward 5 Councillor

And by ADDING: “Emerson Avenue, from the westerly end of driveway at 28 Emerson Avenue, to the beginning of the way to the City Boat Ramp past 30 Emerson Avenue and including the end of Emerson Avenue.”

This matter is to be advertised for public hearing.

7. CC2014-030 (LeBlanc) Amend GCO c. 22 Sec. 22-289 “Parking meter zones-On Street” and Sec. 22-216 “Hours of operation re: Washington Street in front of #8

Councilor LeBlanc said that he is forwarding a request from the American Legion who is asking that meters be placed in front of 8 Washington Street. **Councilor Theken** observed this is a mostly residential area and may not be fair to those people who live in the immediate area.

This matter is to be continued to August 4 pending a recommendation from the Traffic Commission.



8. CC2014-031 (McGeary/Theken/Lundberg, Verga, Cox, Fonvielle) Amend GCO Art. I, Chapter 14 “Offenses and Miscellaneous Provisions” by adding a new section and Amending GCO Sec. 1.15 “Penalty for violation of certain specified sections of Code” re: Synthetic Drugs (Synthetic Marijuana, Stimulants and Hallucinogens)

Chief Campanello presented the following information on the proposed ordinance:

This regulates the sale availability of synthetic marijuana/cannabinoids, stimulants and psychedelic/hallucinogens substances that alter the mind by producing a “high” affect and decreasing the senses. He pointed out examples of street sales “legally” from some places in the city. This ordinance, he said, is purposely written large in scope to cover any substance or any combined chemical substances that are mood altering, producing an intoxicating effect, mirroring substances that are illegal. He said that many Massachusetts communities have similar ordinances, and that the one before the Committee is very well written allowing for enforcement and for what may come forward in the future by covering a broad range of synthetic products. He pointed out that there is a federal law, although Mass. state law skirts around it, it is under federal law that these offenses are prosecuted under.

This ordinance is aimed at the supplier. These substances are marketed for a particular demographic attracted to the packaging. The Committee was shown a poster board with actual types of packaging of synthetic drugs marketed as herbal scent or potpourri with names and graphic packaging enticing and familiar to young people. The ordinance is written to cover these types of products which is targeting the sales not necessarily the user which is more effective from a municipal perspective. Red Bull and like products are caffeine-based so they are not included. These synthetic substances are mind-altering substances and are chemically based, which he pointed out, is made clear by the ordinance.

Councilor McGeary said part of the challenge is that if there is too much specificity in such an ordinance amendment, then chemical substances can be changed to circumvent the compounds named which is why the proposed ordinance is broadly written. This, he said, is to discourage the sales of these products.

Chief Campanello said that purveyors have been cooperative in taking these products off the shelf once they are asked. There is a need for protection of citizens, and this is not destroying businesses, he observed. He said the ordinance covers any sales of these types of products. Everyone through the Healthy Gloucester Collaborative and their partners, and the Council want to get in front of this to be proactive, he added.

Joan Whitney, Director of the Healthy Gloucester Collaborative, Public Health Department, said there is a need to protect young people. The marketing of these synthetic drugs make them attractive to young people, positioned as potpourri or herbal scents. No one knows what is actually in these chemical compounds as there is no regulation and no way to know if someone is suffering from the effects making these compounds very dangerous. She urged passage of the ordinance. **Max Schenk**, Manager of Environmental Health Services, Public Health Department spoke on behalf of Noreen Burke, Public Health Director by saying that this ordinance gives law enforcement the tools they need to stay ahead of the curve on these chemical stimulants which are known to be dangerous.

Councilor McGeary pointed out that Councilor Theken’s suggestions to change certain language within the draft ordinance from her professional outreach work were incorporated into the draft ordinance language. He reiterated that the ordinance is not to just cover a specific synthetic drug nor does it name any synthetic drug

specifically. It is purposely written to cover the sale of a type of product and will cover products that come in the future. He said that while illicit drugs may never be eliminated this is a start.

Suzanne Egan, General Counsel, confirmed that the draft ordinance language is written in broad terms based on other communities and that will be able to be enforced now and in the future.

Councilor Theken endorsed the ordinance amendment. She said parents don't even realize what their children have in their possession based on the packaging and pointed out children are being made ill and are dying from these substances. She thanked the Public Health Department for Ms. Whitney and Mr. Schenk's work in the community.

Councilor LeBlanc asked if examples of these types of products could be shown on the city's Police Department section of the web site. **Chief Campanello** suggested that posting certain examples may not be necessarily helpful, but agreed there could be an informational link put up.

Councilor Theken urged all the Councilors present to get involved with the Healthy Gloucester Collaborative and exceptional outreach work. **Ms. Whitney** said it is through the partnership of city departments and the Council that helps them to reach their outreach and prevention goals.

Chief Campanello asked the Councilors to keep in mind the fact that marijuana will be legalized at some point for recreational use, and that the city will not be able to stop that. He said as a community there need to be ways to protect youth the same way they are protected from alcohol and other drugs. **Ms. Whitney** added that the Healthy Gloucester Collaborative cares about the health and brain development of young people. Research shows more and more conclusively that for young people under the age of 21 recreational use of marijuana affects brain development. There is a bill before the Joint Committee of the State Legislature to put same consequences in place for marijuana as for alcohol for those people under the age of 21, it was pointed out.

MOTION: On a motion by Councilor Theken, seconded by Councilor Hardy, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council amend the Gloucester Code of Ordinances, Chapter 14 "Offenses and Miscellaneous Provisions, In General" as follows:

Article I. In General

By ADDING the following new section:

Sec. 14-17 Synthetic Drugs (Synthetic Marijuana, Stimulants and Hallucinogens)

a) **Purpose.** The purpose of this section is to regulate the availability of synthetic marijuana/cannabinoids, stimulants and psychedelic/hallucinogens that have been linked to serious physical effects resulting in hospitalization and death when ingested, inhaled or otherwise introduced into the human body. These synthetic cannabinoids, stimulants and psychedelic hallucinogens pose health, safety, and welfare issues. This section is not intended to regulate or affect in any way the legal sale and distribution of medical marijuana pursuant to Chapter 369 of the Acts of 2012.

b) **Definitions.** The following words, terms and phrases, when used in this section, shall have the following meanings ascribed to them:

1. **Synthetic drugs** mean any synthetic marijuana, cannabinoids, stimulants and/or psychedelic/hallucinogens which contain (i) any substance contained in 21 U.S.C. §812©, Schedule 1, subparts (c); or (ii) any substance listed as a Class C substance in subpart (e) of Section 31 of M.G.L. c. 94C; or (iii) any vegetable material that has been chemically treated and is possessed, sold or purchased with the intent that it will, despite any labeling to the contrary, be consumed by humans for the purpose of voluntary intoxication, which if consumed, may induce effects of intoxication similar to a controlled substance or imitation controlled substance such as elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, dulling of the senses or nervous system, or distortion of audio, visual or mental processes.

2. **Synthetic drug analogues** means any (i) substances with chemical structures which are substantially similar to the chemical structure of the synthetic marijuana/cannabinoids, stimulants and/or psychedelic/hallucinogens listed in 1), above; or (ii) substances which as stimulants, depressants or hallucinogenic have effects on the central nervous system substantially similar to or greater than the

stimulant, depressant, or hallucinogenic effect on the central nervous system of synthetic marijuana/cannabinoids, stimulants and/or psychedelic/hallucinogens listed in 1) above.

- c) **Prohibition.** No person shall sell, offer to sell, provide, produce, manufacture, distribute, gift, or publicly display for sale any synthetic drug or synthetic drug analogue as defined above. This ordinance shall apply regardless of whether the synthetic drug or analogue is described, advertised or packaged as tobacco, herbs, incense, spice, bath salts, plant food or any blend thereof, and regardless of whether the substance is marketed for the purpose of being smoked, ingested or injected.

No person shall sell, offer to sell, provide, produce, manufacture, distribute, gift, or publicly display for sale any product for human consumption when the product is labeled “not for human consumption” or contains similar warnings.

- d) **Penalty for violation.** Violation of this regulation shall be punished by a fine of \$150.00 for a first offense. Any subsequent violation of this regulation shall be punishable by a fine of \$300.00.
- e) **Enforcement.** Violations of this section shall be enforced in accordance with all other applicable laws governing municipal ordinances; however, at the option of the enforcing person, violation may be enforced noncriminally pursuant to M.G. L. c. 40, §21D and as provided in section 1-15, rather than by a criminal complaint in district court.
- f) **Severability.** The provision of this section are severable; and, if any of the provisions of this section shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

MOTION: On a motion by Councilor Theken, seconded by Councilor Hardy, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council Amend the Gloucester Code of Ordinances, Chapter 1 General Provisions, Sec. 1-15 (Penalty for violation of certain specified sections of Code) by ADDING penalties pursuant to Chapter 14, Section 14-17 as follows:

Chapter 14, Section 14-17, synthetic drugs (synthetic marijuana, stimulants and hallucinogens).

Penalty:

First Offense: \$150.00
Subsequent Offenses(s): \$300.00
Enforcing persons: Police Officers

These amendments to the Code of Ordinances are to be advertised for public hearing.

A motion was made, seconded and voted unanimously to adjourn the meeting at 7:35 p.m.

Respectfully submitted,

Dana C. Jorgenson
Clerk of Committees

DOCUMENTS/ITEMS SUBMITTED AT MEETING: None.

CITY CLERK
GLOUCESTER

HEALTHY GLOUCESTER COLLABORATIVE

14 JUL 16 PM 12:57

BE INFORMED, STAY HEALTHY

We Want You to Know~K2/Spice Fact Sheet

1. K2/Spice products are a mixture of herbal/spice plant products sprayed with potent psychotropic drugs, often contaminated with unidentified toxic substances which contribute to various adverse health effects (also cause hallucinogenic effects similar to effects of PCP).
2. Marketed under variety of names including K2, Spice, Pep Spice, Spice Silver, Spice Gold, Spice Diamond, Smoke, Sence, Skunk, Yucatan Fire, Genie & Zohai-sold in variety of colors/flavors-usually sold in foil packaging
3. Symptoms/Side-Effects may include:
 - a. mimics marijuana "high" (often induced more quickly/more intense than "real" marijuana)
 - b. hallucinations
 - c. seizures/tremors
 - d. coma/unconsciousness
 - e. vomiting
 - f. numbness/tingling
 - g. increased respiration rate
 - h. elevated blood pressure (reported up to 200/100-medically dangerous)
 - i. elevated heart rate (reported up to rate of 150-medically dangerous)
 - j. increased level of anxiety/agitation leading to panic attacks (possible suicide attempts)
4. Depending on synthetic compound in specific commercial brand, can be anywhere from 4 times to over 100 times more potent than regular marijuana (THC)
5. Sold in tobacco shops, head shops, and convenience stores
6. Sold as "incense" marked "not for human consumption"
7. Price averages \$45 for 3 grams (about equal to 3 sugar packets)-higher than good grade marijuana
8. Most often smoked but can be mixed in with food or drink
9. Most likely users:
 - a. 14-27 yr. olds
 - b. Prisoners/probationers
 - c. Military (use now banned by all military branches)
10. Developed by Dr. John W. Huffman, a Clemson University professor, as part of research for National Institute for Drug Abuse (NIDA) on endogenous cannabinoid receptors-but never tested on humans nor approved by FDA
11. Dr. Huffman said in interview to WebMD "It is like Russian roulette to use these drugs. We don't know a darn thing about them for real." "It shouldn't be out there."
12. JWH-018 & many of its "cousins" such as HU-210/211, JWH-073 & CP 47/497 found in these drugs have a chemical structure shared with known cancer-causing agents.
13. All effects of K2/Spice drugs may not be known for very long time because of long time period that body stores them.

14. So far nothing is known about metabolism of the chemical compounds in K2/Spice drugs-some may be toxic and/or pharmacologically active-differing from batch to batch in kind/amount of applied drugs (synthetic) thus resulting in higher risk of accidental overdosing which has already been seen & is on rise with these drugs with increase numbers of ER & hospital incidents reported
15. There are hundreds more of these chemical compounds containing active cannabinoid receptors so can be safely assumed that further such substances will appear on market soon if not banned-greatly increasing challenges for toxicology testing, law enforcement and medical/healthcare professionals.
16. Causing difficulties for law enforcement agencies, including probation & parole, as well as drug courts due to difficulties in testing for presence-one lab test now known to detect it in system but at cost of \$50 & will probably not test positive for all the known variations
17. Dr. Huffman & Dr. Huestis (Chief of Chemistry/Drug Metabolism at National Institute for Drug Abuse) indicate that when taking these drugs, it is "hijacking the part of the brain important for many major functions: temperature control, food intake, perception, memory and problem solving. Many people taking these high-potency drugs are affecting important functions throughout their bodies-hormone functions for example." Doctors also express concern that the drugs may involve acute toxicity levels, possibly long term, as well as impacting cannabinoid receptors that regulate body's immune system.
18. Medical reports indicate that K2/Spice drugs potentially result in users developing a rapid and powerful addiction on a level not usually found among smokers of "real" marijuana.
19. Recently linked to over 352 nationwide emergency room incidents-includes suicide attempts, extremely elevated heart rate/blood pressure, comas, seizures, and anxiety attacks.
20. Police in Indianola, Iowa report 18 yr old smoking K2 resulting in severe anxiety attack-stated was "going to hell" and went home and shot & killed himself.
21. K2/Spice is labeled by users as the "stealth" marijuana.
22. What makes K2 (and other Spice derivatives) so dangerous is that its side effects suggest that it also affects the user's cardiovascular system, as well as the central nervous system.
23. One sign to look for is dried herbal residue in their children's rooms, as well as the foil packets in trash.

**For additional Information please call Healthy Gloucester Collaborative:
866-964-4603**

K2 or Spice, synthetic marijuana, is the slang name for a mix of herbs laced with chemicals and marketed under different names. It is sometimes marketed as potpourri or incense and is labeled, "not for human consumption."

K2 or "Spice" is sprayed with a synthetic compound chemically similar to THC, the psychoactive ingredients in marijuana. It is often marketed as incense or "fake weed" and commonly purchased in head shops, tobacco shops, various retail outlets, and over the Internet.

It is sometimes marketed as potpourri or incense and is labeled, "not for human consumption."

Spice doesn't discriminate when it comes to age.

Young adults between the ages of 18 and 24 is the key group abusing K2/ Spice, yet key marketing efforts target youth. One of the brand names , "Scooby Doo," illustrates this.

The power of clever marketing positions K2/Spice as if it is legal, so perception of harm is very low. It also is promoted as being made in a lab, indicating it is safer.

In reality, K2 & Spice is more dangerous than the marijuana it mimics, yet beyond the pull of clever marketing, popularity has grown because it can't be detected in urine tests. can be less expensive than traditional marijuana and is generally easy to purchase.

K2 & Spice is a nationwide problem.

According to the American Association of Poison Control Centers, 2,906 calls relating to human exposure to synthetic marijuana were received in 2010. Twice that number (6,959) were received in 2011, and 639 had been received as of January 2012. Go to www.whitehouse.gov.ondcp ; www.drugfree.org; and to learn more

In July, DEA agents seized more than 6,800 packages of synthetic drugs and 31 containers of bath salts, as part of Operation Log Jam. The operation focused on illegal substances that are disguised as fertilizer, potpourri and incense. More than 56,000 packages of Spice and 9,000 containers of bath salts were confiscated in New Mexico.

For parents and all adults who care about youth, please learn about K2&Spice by going to the find out there that have kids and parents who want to know what new drugs are out there that you don't want your kids to use. spreading the word of this drug and what can happen to even the smartest kids that have both their parents."

According to the DEA, the drugs are not specifically prohibited in the Controlled Substance Act, but the Controlled Substance Analogue Enforcement Act of 1986 allows the drugs to be treated as illegal if chemical tests prove they are similar to banned controlled substances.

Unfortunately, it's a new problem that we are trying to get the word out about, especially to parents. When they see the packages at their home, they need to not overlook it. Education is key."

This is for all the parents out there that have kids and parents who want to know what new drugs are out there that you don't want your kids to use. spreading the word of this drug and what can happen to even the smartest kids that have both their parents."

Sean P. Connors
Task Force Agent (TF 2)
Drug Enforcement Administration
JFK

Healthy Gloucester Collaborative- Healthy Youth, Healthy Community

Healthy Gloucester Collaborative launches a two part series to help adults support youth to make healthy choices and send a clear message that substance use impacts their health and can disrupt their future.

This week features "Marijuana & Youth", next week "Alcohol & Youth". Both are the drugs of choice by young people nationwide and locally. The harm to youth of these substances is medically confirmed and a concern for us all.

We hope you will read this article and talk with the young people in your life.

Marijuana & Youth: Concern for Us All

Teen marijuana use nationwide is at a 30 year high, with 1 in 10 U.S teens reporting heavy marijuana use (Center for Substance Abuse Research, 5/12).

"Marijuana has become increasingly powerful in the past twenty years... marijuana is not a "harmless gateway drug, marijuana is a drug... period."
Student Advisor, North Shore Recovery High School

In September, Duke University Center for Child and Family Policy reported teens with marijuana dependency who continued using into adulthood had cognitive decline of about 8 IQ points (*National Academies of Sciences, 5/12*)

The team's recommendation delay the onset of cannabis use by young people. They noted, those who started using marijuana as adults did not experience a drop in IQ.

That's because teenage brains are different.

Brain development once thought to end in early adolescence, is now confirmed to continue into early adulthood. Rapid brain growth, or "blossoming", occurs between ages 10-12.

"THC", the psychoactive chemical in marijuana, acts on the part of the brain that impacts memory and learning. Research shows that teen marijuana use affects these areas disrupting healthy development of neural pathways. (*Cannabis: Danger to the Adolescent Brain, 8/12*).

Myths & Facts

Myth: Marijuana... everyone is doing it.

Perception of Harm: The lower the "perception of harm", the higher the use.

CITY CLERK
GLOUCESTER, MA

14 JUL 16 PM 12:57

CESAR *FAX*

February 18, 2013

Vol. 22, Issue 7

14 JUL 15 12:57
DUNSTON
GLOUCESTER, MA

A Weekly FAX from the Center for Substance Abuse Research

University of Maryland, College Park

CDC Alert: Acute Kidney Injury Associated with Synthetic Marijuana Use in Six States

Acute kidney injury following exposure to synthetic cannabinoids has been identified in six states from March to December 2012, according to a recent report from the Centers for Disease Control and Prevention (CDC). Synthetic cannabinoids, also known as synthetic marijuana, K2, and Spice, are psychoactive substances chemically similar to the active ingredient in marijuana that are applied to plant material and smoked (see *CESAR FAX*, Volume 20, Issue 17). Prompted by hospitalizations in Wyoming for unexplained acute kidney injury after recent use of synthetic marijuana, a collaboration among several state public health officials, poison center toxicologists, forensic laboratory scientists, individual clinicians, and the Arkansas K2 Research Consortium identified 16 cases of synthetic marijuana-associated acute kidney injury in 6 states (Kansas, Oklahoma, Oregon, New York, Rhode Island, and Wyoming (see table below). All of the patients were admitted to the hospital, and five required hemodialysis, a treatment for kidney failure. None of the patients reported preexisting renal dysfunction or use of medication that might have caused renal problems. Earlier this month, doctors in Alabama reported four cases of acute kidney injury after ingestion of synthetic marijuana among previously healthy young men.* The CDC report suggests that “physicians caring for otherwise healthy adolescents and young adults with unexplained [acute kidney injury] should inquire about [synthetic marijuana] use, and cases of suspected [synthetic marijuana] poisoning should be reported to both the regional poison center and the appropriate state health department” (p. 97).

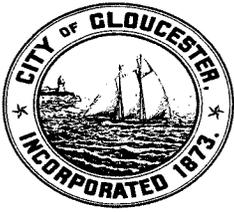
Sixteen Acute Kidney Injury Cases Associated with Synthetic Marijuana Use, March 16-December 7, 2012

State	Number of Cases	Ages (median 18.5 yrs)	Peak Creatinine (normal=0.6-1.2 mg/dL)	Implicated Product(s)
Kansas	1	26	7.7	Mr. Happy
Oklahoma	2	15	6.2-11.5	Flame 2.0
Oregon	6	15-27	4.7-10.6	synthetic cannabinoid; Mad Monkey or Clown Loyal; Lava
New York	2	30-33	3.3-9.0	Phantom Wicked Dreams; Spice Gold
Rhode Island	1	25	21.0	synthetic cannabinoid
Wyoming	4	15-21	4.1-6.8	synthetic cannabinoid; blueberry flavored; bubble gum flavored

*Bhanushali, G.K., Jain, G., Fatima, H., Leisch, L., Thornley-Brown, D., “AKI Associated with Synthetic Cannabinoids: A Case Series,” *Clinical Journal of the American Society of Nephrology*, published online before print December 2012. Online at <http://www.ncbi.nlm.nih.gov/pubmed/23243266>. Also see press release at <http://www.uab.edu/news/latest/item/3133-uab-doctors-synthetic-marijuana-dangerous-for-kidneys>

SOURCE: Adapted by CESAR from Centers for Disease Control and Prevention, “Acute Kidney Injury Associated with Synthetic Cannabinoid Use—Multiple States, 2012,” *Morbidity and Mortality Weekly Report (MMWR)*, 62(6): 93-98, 2012. Available online at <http://www.cdc.gov/mmwr/pdf/wk/mm6206.pdf>. For more information, contact Michael D. Schwartz at mschwartz@cdc.gov or 770-488-7282.

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GLOUCESTER CITY COUNCIL 2014 PUBLIC HEARING

PUBLIC HEARING NUMBER: PH2014-059

SUBJECT: Loan Order #2014-009: Loan Authorization in the amount of \$500,000 re: Annisquam Woods

DATE OPENED: 08/12/14

CONTINUED TO:

CONTINUED FROM:

COMMITTEE: B&F 07/17/14

Legals

NOTICE OF PUBLIC HEARING

The Gloucester City Council will hold a public hearing on Tuesday, August 12, 2014 at 7:00 p.m. in the Kyrouz Auditorium, City Hall, relative to the following loan order:

ORDERED that up to **Five Hundred Thousand (\$500,000)** be appropriated for the purpose of financing the acquisition of a Conservation Restriction by means of a negotiated purchase or by eminent domain on parcels of land totaling approximately 27.45 +/- acres known as the Annisquam Woods owned by owner as described on Assessors Maps 125, Lot 71 and Map 115, Lot 30, to be managed and controlled by the Conservation Commission of the City of Gloucester in accordance with Chapter 40, Sec. 8C for conservation, passive recreation and/or environmental education purposes, and further to meet said appropriation with funds transferred and/or borrowed in accordance with M.G.L. Chapter 293, the Community Preservation Act and to authorize the Treasurer, with the approval of the City Council, to issue bonds or notes that may be necessary for that purpose, as authorized by M.G.L. Chapter 44, or any other enabling authority; and further **ORDERED** that the City Council or Mayor or both, as required be authorized to file on behalf of the City of Gloucester any and all applications deemed necessary under the Self-Help Act (M.G.L. Chapter 132A, Section 11) or any other applications for funds in any way connected with the scope of this acquisition; and further **ORDERED** that the Mayor and the City Council and the Conservation Commission be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including the conveyance or acceptance of a perpetual conservation restriction in accordance with M.G.L. Chapter 184, as required by Section 12(a) of Chapter 44B or Chapter 293, Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the City of Gloucester to affect said purchase. Said conservation restriction may be granted to any other organization qualified and willing to hold such a restriction.

At the public hearing, all interested persons will have the opportunity to be heard. All written communications to the Council must be received by the office of the City Clerk no later than 3 business days (excluding holidays and weekends) prior to the scheduled hearing date or any continuation by the Council of such date in order to be considered by the Council as part of the public hearing.

By Vote of the City Council
Linda T. Lowe, City Clerk

GT - 8/1/14

Councilor Cox asked if O'Maley School has been certified as a shelter by the Red Cross. **Chief Smith** said it is still in process and there is a way to go with facilities matters before that happens.

MOTION: On a motion by Councilor Fonvielle, seconded by Councilor McGeary, the Budget & Finance Committee voted in favor, 0 opposed, to recommend that the City Council accept under MGL c. 44, Sec. 53A a FFY2013 US Department of Homeland Security State Homeland Security Program (SHSP) Citizens Corp Program (CERT) Grant through the Federal Emergency Management Agency (FEMA) and the Massachusetts Emergency Management Agency (MEMA) in the amount of \$1,525 for the purpose of recruiting, training, exercising and printing needs for the Citizen Emergency Response Team (CERT) volunteers.

→ **7. Memorandum from Planning Director re: Local Acquisition for Natural Diversity (LAND) grant from the Executive Office of Energy and Environmental Affairs to purchase and conserve 27 acres in North Gloucester located at the end of Hutchins Court and Tufts Lane**

Gregg Cademartori, Planning Director and **David Santomena**, Director of Land Conservation for the Essex County Greenbelt Association reviewed the Local Acquisition for Natural Diversity (LAND) grant and the financing through various sources, including city funding through a loan authorization in order to purchase and conserve approximately 27 acres in North Gloucester known as Annisquam Woods as follows:

Essex County Greenbelt Association (ECGA) has been working with the owners of the property known as Annisquam Woods for some time to purchase and preserve it for conservation purposes. The two entities have entered into a Purchase and Sale (P&S) Agreement. The ECGA has applied for Community Preservation Act (CPA) funding in Round 5 for \$50,000 for part of the purchase. The application is already filed for the LAND Grant by the Conservation Commission for funding for acquisitions for conservation land with the State of Massachusetts. The applicant for the LAND Grant is the city's Conservation Commission (ConCom). It was noted that only municipal entities can file with the state for a LAND Grant.

Overall funding for this purchase depends on the potential funding sources that become available. The request to the state is \$280,000 which would match on a reimbursement rate of about 50 percent of \$500,000 that the city would be responsible for. With the awarding of funds of \$50,000, the balance of the funding is hoped to come from the state LAND Grant and a significant amount of private fundraising from the ECGA.

Councilor Cox summarized that: The P&S is \$800,000 with the total cost of the parcel is \$825,000 with the fees added in. The LAND Grant is \$280,000 if awarded, and the ECGA is or has \$325,000. **Mr. Santomena** explained that: The purchase price is \$800,000 for ownership in the property. ECGA wanted to include the city and proposed through the Conservation Commission for a permanent conservation restriction would be \$500,000. The City money and the hoped for state grant would go toward the purchase of the conservation restriction which is what the LAND grant are for. The ECGA had indicated they would be able to raise \$300,000 of the \$800,000 leaving the city with the \$500,000 for the conservation restriction purchase price. But the ECGA has actually raised \$500,000 in signed pledge agreements leaving the city with \$300,000. **Councilor Cox** noted that if the CPA funds are awarded, the city must borrow funds to pay for the conservation restriction **Mr. Santomena** further commented that the ECGA funding pledges are not multi-year pledges but are specific to this parcel's purchase.

Councilor Cox said in the end what happens with the CPA money if the Land Grant is not awarded. **Mr. Cademartori** said it may necessitate renegotiating the purchase price and raising money through other funding sources which would be a decision point. The loan authorization doesn't go forward unless there is a full funding scenario. The LAND Grant is typically awarded late October, early November, **Mr. Santomena** and **Mr. Cademartori** confirmed.

Councilor Cox commended **Mr. Santomena** and the ECGA for his fundraising efforts as it was more than expected. She noted that the permanent conservation restriction is only obtained if CPA funds are used. **Mr. Santomena** said it would and that the parcel would be deeded to the city with the same structure used for the Norcross Property and Tompson Street Gateway Project done very recently.

Councilor Fonvielle said then once this process is complete the ECGA would have responsibility for the property's maintenance. **Mr. Santomena** confirmed that would be the case and would have the responsibility to create a parking area, expanding trail networks and create parking. The lots usually are for six to eight cars.

Councilor McGeary said that the CPA funds are one time and not a bonding, but the LAND Grant does require that the city authorizes the bonding of funds or the application won't be considered. **Mr. Cademartori** said the state wants to see the willingness of the city to move forward on the transaction by their vote. **Councilor McGeary**

observed that if the LAND Grant falls through, in theory the city would have had the authorization to borrow up to \$500,000 and could still move forward if it wished to do so.

Councilor Cox pointed out there many residents seeking an alternative place for dogs to run freely. She asked if this would this be something this property could support especially in the summer when beaches are restricted to dogs and their owners. She said if city financial resources are used to purchase this property, she would look to ECGA to work with the city for such access. **Mr. Santomena** said the ECGA policy is to allow dogs on their properties that do not have to be leashed but must be under voice command by their owner which is true for all their properties. He expressed the ECGA support of Councilor Cox's proposal as it is in keeping with the ECGA policy.

Councilor Cox discussed slight language adjustment to the second motion being considered by the Committee which is a proposal to authorize bonding of funds with **Mr. Costa** and **Mr. Cademartori**. **Mr. Cademartori** reiterated that there is approximately a this is a 50 percent reimbursement on the LAND Grant and briefly discussed with the Committee the grant permissions and acceptances where the timelines are short on the acceptance and implementation.

MOTION: On a motion by Councilor McGeary, seconded by Councilor Fonvielle, the Budget & Finance Committee voted 3 in favor, 0 opposed, to permit the Gloucester Community Development Department to apply for the Local Acquisitions for Natural Diversity (LAND) Grant through the Executive Office of Energy and Environmental Affairs, a reimbursement grant, in the amount of \$280,000 for the acquisition of 27.4 acres of property known as the Annisquam Woods, located off Hutchins Court and Tufts Lane.

MOTION: On a motion by Councilor McGeary, seconded by Councilor Fonvielle, the Budget & Finance Committee voted 3 in favor, 0 opposed, to recommend that the City Council appropriate up to \$500,000.00 for the purpose of financing the acquisition of a Conservation Restriction by means of a negotiated purchase or by eminent domain on parcels of land totaling approximately 27.45 +/- acres known as the Annisquam Woods owned by owner as described on Assessors Maps 125, Lot 71 and Map 115, Lot 30, to be managed and controlled by the Conservation Commission of the City of Gloucester in accordance with Chapter 40, Sec. 8C for conservation, passive recreation and/or environmental education purposes, and further to meet said appropriation with funds transferred and/or borrowed in accordance with M.G.L. Chapter 293, the Community Preservation Act and to authorize the Treasurer, with the approval of the City Council, to issue bonds or notes that may be necessary for that purpose, as authorized by M.G.L. Chapter 44, or any other enabling authority, and further that the City Council or Mayor or both, as required be authorized to file on behalf of the City of Gloucester any and all applications deemed necessary under the Self-Help Act (M.G. L. Chapter 132A, Section 11) or any other applications for funds in any way connected with the scope of this acquisition, and further that the Mayor and the City Council and the Conservation Commission be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including the conveyance or acceptance of a perpetual conservation restriction in accordance with M.G.L. Chapter 184, as required by Section 12(a) of Chapter 44B or Chapter 293, Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the City of Gloucester to affect said purchase. Said conservation restriction may be granted to any other organization qualified and willing to hold such a restriction.

The loan order is to go to public hearing.

8. Memorandum from Community Development Director re: recommendations from the Community Preservation Committee for Round 5, FY14 funds

The Committee discussed with Debbie Laurie, Senior Project Manager, Committee Development Department, J.J. Bell and Sandra Dahl-Ronan, Co-Chairs of the Community Preservation Committee (CPC), the way in which the B&F Committee would hear the 11 applicants for Community Preservation Act (CPA) Round 5, FY14 funding. The Committee determined their schedule for reviewing applications as follows:

Thursday, August 7:	Historic New England/Beauport Museum Electrics	\$20,000
	Gloucester Writers Center-Exterior Reno. & Rehab.	\$10,000
	Rocky Neck Cultural Center at Rocky Neck Phase 2 Renovation	\$50,000
Thursday, August 21:	Magnolia Library Center, Inc. – Renovations	\$85,000

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
WARRANT FOR 2014 STATE PRIMARY

SS.

To the Constables of the City/Town of Gloucester

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

- | | |
|--|-------------------------------|
| 1-1 East Gloucester School | 8 Davis St. Extension |
| 1-2 Veterans Memorial School | 11 Webster St. |
| 2-1 Our Lady of Good Voyage Church Youth Center | 140 Prospect St. |
| 2-2 Our Lady of Good Voyage Church Youth Center | 140 Prospect St. |
| 3-1 Gloucester High School Field House | 36 Leslie O'Johnson Rd |
| 3-2 Gloucester High School Field House | 36 Leslie O'Johnson Rd |
| 4-1 Beeman Elementary School | 138 Cherry St. |
| 4-2 Lanesville Community Center | 8 Vulcan St. |
| 5-1 Magnolia Library Center | 1 Lexington Ave |
| 5-2 Magnolia Library Center | 1 Lexington Ave |

on **TUESDAY, THE NINTH DAY OF SEPTEMBER, 2014**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

- | | |
|--|----------------------------------|
| SENATOR IN CONGRESS. | FOR THIS COMMONWEALTH |
| GOVERNOR. | FOR THIS COMMONWEALTH |
| LIEUTENANT GOVERNOR. | FOR THIS COMMONWEALTH |
| ATTORNEY GENERAL. | FOR THIS COMMONWEALTH |
| SECRETARY OF STATE | FOR THIS COMMONWEALTH |
| TREASURER AND RECEIVER GENERAL. | FOR THIS COMMONWEALTH |
| AUDITOR. | FOR THIS COMMONWEALTH |
| REPRESENTATIVE IN CONGRESS | SIXTH DISTRICT |
| COUNCILLOR | FIFTH DISTRICT |
| SENATOR IN GENERAL COURT | FIRST ESSEX & MIDDLESEX DISTRICT |
| REPRESENTATIVE IN GENERAL COURT. | FIFTH ESSEX DISTRICT |
| DISTRICT ATTORNEY. | EASTERN DISTRICT |
| REGISTER OF PROBATE. | ESSEX COUNTY |

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.
Given under our hands this 12th day of August, 2014.

_____	_____
_____	_____
_____	_____
_____	_____

City Council of the City Gloucester
By vote of the City Council

August 12, 2014

Linda T. Lowe, City Clerk

Warrant must be posted by **September 2, 2014**, (at least *seven days prior* to the **September 9, 2014** State Primary).