

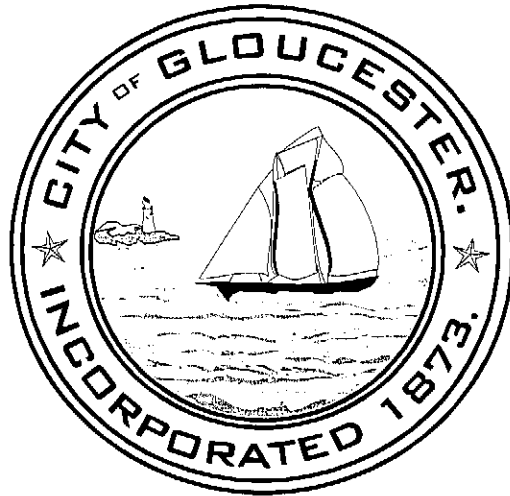
City of Gloucester

Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763



LEASE

For City-owned Land

Located at

6 Stanwood Street, Gloucester, MA.

LEASE #12069

1. PARTIES

This lease agreement is between the City of Gloucester, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, LESSOR, and Cape Ann Amateur Radio Association, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, LESSEE.

2. PREMISES

The LESSOR hereby leases to the LESSEE a certain parcel of land and building located thereon at 6 Stanwood Street, Gloucester, Massachusetts, as described as lot 8 on City of Gloucester Assessor's Map 111.

3. TERM

The term of this lease shall be from February 1, 2012 to January 31, 2015. (Three Years)

4. RENT

The LESSEE shall pay the LESSOR rent at the rate of \$1.00 annually, payable in full, on the first day of the lease term, provided that the lessor fulfils their obligation as set forth in maintenance schedule attached. If Lessor defaults on its obligation, annual rent will be \$1,000.00.

5. UTILITIES

The LESSEE shall pay the full cost of all utilities, to be paid directly by LESSEE to the provider of such utility, including but not limited to all charges for water and sewer.

6. USE OF LEASED PREMISES

LESSEE shall use the leased premises for **emergency radio communication services for the City of Gloucester and the Region in the Civil Defense Area.**

7. COMPLIANCE WITH LAWS

The LESSEE shall make no use of the leased premises which is contrary to any federal, state or municipal law, ordinance or regulation.

7. MAINTENANCE OF LEASED PREMISES

- a. LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term of this lease or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty excepted. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, defaced, nor to suffer any waste.
- b. LESSEE shall be responsible for all routine and capital repairs.
Per the Gloucester Code of Ordinance. Division 1. – Generally section 5-15 sub section (c): Building permit fees shall not be required, and are hereby waived, for work done to buildings, structures, or parts thereof owned by the city and used for a public purpose by the city unless the contractor fails to obtain a building permit prior to the start of construction, the contractor shall then be required to pay three times the cost that the building permit fee would have been for that project.
- c. The LESSEE must request and receive in writing from the DPW Director approval prior to starting any repairs.
- d. If the LESSEE is unable to complete any required and/or necessary repairs, they may submit a request to the City for completion of the repairs. If the City rejects the request, either the City or the LESSEE may terminate the lease.
- e. LESSEE shall not permit any mechanics lien or similar lien to remain upon the leased premises for labor and materials furnished to the LESSEE in connection with work of any character performed or deemed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR. Any repairs, alterations or improvements shall become the property of the LESSOR at the termination of the lease.

9. ALTERATIONS AND ADDITIONS

Notwithstanding the provisions of the "REPAIR" paragraph herein LESSEE shall not make structural or nonstructural alterations or additions unless LESSOR gives advanced written approval, which approval shall not be unreasonably withheld.

10. RUBBISH REMOVAL

The LESSEE shall remove, at it's own expense, all rubbish and trash from the leased premises. The LESSEE shall maintain and keep the leased premises in a neat, clean, sanitary condition.

11. ASSIGNMENT AND SUBLEASING

The LESSEE shall not assign, sublet or license another to use the whole or any part of the leased premises without LESSOR'S prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

12. INDEMNIFICATION AND LIABILITY

The LESSEE shall hold the LESSOR harmless from all losses, damage and expense, including but not limited to attorney's fees, at the time suffered or incurred by the LESSOR as a result of any demand, claim, cause of action, suit, judgment, execution and liability arising from or in connection with any injury or loss (1) while on the premises or (2) as a result of any act or omission by the LESSEE or LESSEE'S agent, employees, guests, or invites, except if caused by LESSOR'S negligent or willful actions or inaction's.

13. LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of \$1,000,000 for injury and death to any one person and \$250,000 for any one accident and \$1,000,000 with respect to damage to property, in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSEE as well as the LESSOR against injuries to the persons or damage to the property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term and thereafter within 30 days prior to the expiration date of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten days prior written notice to each insured named therein.

14. FIRE AND CASUALTY

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are part or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Associates or any similar body succeeding to it's powers. The LESSEE shall, on demand, reimburse the LESSOR all extra insurance premiums caused by the LESSEE'S use of the leased premises.

15. FIRE AND CASUALTY

Should the leased premises or a portion thereof be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use for the purposes leased, the rent may be suspended or abated while the premises are being repaired or the Lease may be terminated at the election of the LESSOR.

16. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and make repairs or alterations and at any time may show the leased premises to others .

17. DEFAULT BY LESSEE

In the event that:

- a. The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations thereunder and such default is not corrected within thirty days after written notice thereof; or,
- b. The LESSEE shall default in the performance of any representation, covenant, agreement or obligation, or fails to meet any specification contained in LESSEE'S proposal for this lease, which proposal is incorporated herein by reference, and if any such default or failure is not corrected within thirty days after written notice thereof; Then the LESSOR shall have the right to terminate this lease and take possession of the leased premises.

18. DEFAULT BY LESSOR

IF lessor shall default in the observance or performance of LESSOR'S covenants, agreements or obligations under this lease and such default is not corrected within thirty days after written notice thereof, the LESSEE shall have the right to terminate the lease and a just and proportionate abatement of the rent shall be made to the LESSEE.

19. NOTICE

Any notice from the LESSOR to LESSEE relating to the leased premises or to the occupancy thereof shall be deemed served if mailed to the leased premises addressed to LESSEE by certified or registered mail, return receipt requested, postage prepaid.

Any notice from LESSEE to LESSOR relating to the leased premises or to the occupancy thereof shall be deemed served if mailed certified or registered mail, return receipt requested, postage prepaid, addressed to the City of Gloucester, City Hall, 9 Dale Avenue, Gloucester, MA. 01930.

20. SURRENDER

The LESSEE shall at the termination of this lease remove all LESSEE'S goods and effects from the leased premises including , without limiting the generality of the forgoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises. LESSEE shall deliver to the LESSOR all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon leased premises in the same condition as they were at the commencement of the lease, or as they were put in during the term of the lease, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the leased premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto,

and at the sole risk of LESSEE to remove and store any of the property at LESSEE'S expense, or to retain the same under LESSOR'S control or to sell at public sale, without notice, any and all of the property not so removed and to apply the net proceeds of the sale to the payment of any sum due hereunder, or to destroy such property.

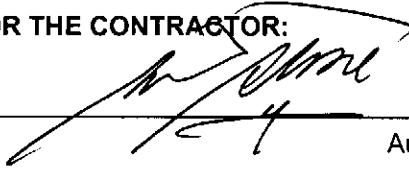
21. MISCELLANEOUS

A. This lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts and shall bind the parties hereto and their respective heirs, successors, assigns and administrators.

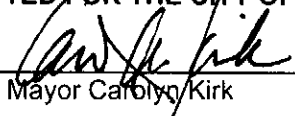
B. LESSOR'S Request for Proposal for this lease and LESSEE'S Response to Request for Proposal are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of February 2012.

ACCEPTED FOR THE CONTRACTOR:


 _____ STANLEY STONE
 Authorized Signature PRES., CAARA
1-22-2012 20 Andrews St, Gloucester MA 01930 978 283-2015
 Date Address Telephone
6 Stanwood St, Gloucester MA 01930

ACCEPTED FOR THE CITY OF GLOUCESTER

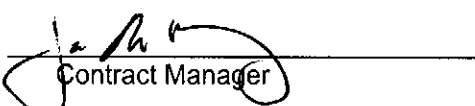


 Mayor Carolyn Kirk 2/6/12
 Date City Hall., 9 Dale Ave.,
 Gloucester, MA. 01930 978 281 9700

APPROVED:



 Purchasing Agent 1/26/12
 Date City Hall., 9 Dale Ave.,
 Gloucester, MA. 01930 978 281 9710



 Contract Manager 1/26/12
 Date City Hall., 9 Dale Ave.,
 Gloucester, MA. 01930 978 281 9807

APPROVED AS TO FORM



 City Solicitor 2/6/12
 Date City Hall., 9 Dale Ave.,
 Gloucester, MA. 01930 978 281 9727

APPROVED BY:



 City Auditor 2/3/12
 Date City Hall., 9 Dale Ave.,
 Gloucester, MA. 01930 978 281 9730

MAINTENANCE SCHEDULE

Stanwood Street
Gloucester, MA 01930

The following is a list of exterior projects to be used by the tenants of the City of Gloucester property located on Stanwood Street in partial fulfillment of their obligations as tenants.

Year 1

1. Repair siding/sheathing where rodents enter building
2. Install new attic louver, rear
3. Repair/replace window on shed in rear of building
4. Sidewall shingle repair, as needed
5. New trim at rear. Rakes and trim boards
6. Replace rotted corner boards as needed

Year 2

1. Install new exterior door right side – re-route wiring
2. Paint entire building

Year 3

1. Clear side and rear yards of debris, non functioning antennae, traps etc.
2. Conduct property survey to establish lot lines
3. Install fence along left side lot line

**CITY OF GLOUCESTER, MA.
REQUEST FOR PROPOSALS # 12069
Lease: 6 Stanwood Street**

INTRODUCTION:

Pursuant to M.G.L.c 30B, the City of Gloucester requests sealed proposals for the leasing and use of City owned land and building located at 6 Stanwood Street, Gloucester, MA. for a **three year** period. The City of Gloucester is making available this property to address the identified need for **emergency radio communication services**. The Purchasing Agent has issued this RFP after determining that the selection of the most advantageous offer requires comparative judgment of these factors. To promote this public purpose, the rent will be set at **\$1.00** yearly. The City Assessor's research estimates the market value to be **\$36,000** for the length of the contract. The Gloucester Code of Ordinances, Section 2-3(a)4 requires the successful proposer to pay a \$200 charge for administrative costs.

RFP AVAILABILITY/DEADLINE

The Request for Proposal package will be available on November 30, 2011 at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than January 3, 2012 at **11:00 AM** local time.

LOT DESCRIPTION: shown on assessor's map 111, lot 8

The property is listed as **5,080 SF lot area**

The building is listed as **1,756 SF living area**

ZONING: R-3, Residential

RESTRICTIONS:

The City seeks to continue the current type of services rendered to the residents by requiring that the property be utilized to provide essential emergency radio communication response services for Gloucester and the Region in the Civil Defense area.

RFP TERMS AND CONDITIONS:

1. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts.
2. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.
3. All proposals must comply with the provisions of Massachusetts General Laws chapter 30B and any other applicable Federal, State and Municipal laws and/or ordinances.
4. The City reserves the right to issue addenda to this RFP. If it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all prospective offerors who have requested a copy of this RFP. The addenda shall be deemed a part of this RFP.
5. Offeror's responses to this RFP may be modified only by written and sealed communication with the Office of the Purchasing Agent. Any such written and sealed communication must be received by the Office of the Purchasing Agent before the deadline for proposal submission. Proposals submitted in response to this RFP may be withdrawn only by communicating the intent to withdraw a proposal in a written and sealed communication to the Office of the Purchasing Agent before the deadline for submission.
6. By submission of a proposal, the offeror agrees, if it's proposal is accepted: to enter into a contract with the City that incorporates all the requirements of this RFP. The offeror further accepts all of the terms and conditions of this RFP.

PROPOSAL SUBMISSION REQUIREMENTS:

1. The timetable for the City to award a contract/lease is, as soon as possible after the bid opening, but within 45 days. If additional time is required, a change order will be issued and authorized by the mutual assent of the City and bidder.
2. Each Proposer's must include a signed "Non-Collusion Statement". The City will reject any bid for failure to submit the signed "Non-Collusion Statement".
3. Each Proposer's must complete the "Reference Form" included in the RFP. Proposes are required to show a minimum of five years of operating successfully an emergency radio communications service and facility.

Proposals must be submitted in a sealed package in the following manner:

Package: Clearly mark (label) in the lower left-hand corner of the envelope

RFP # 12069 Lease: 6 Stanwood Street

Proposer's name and address

Opening date: January 3, 2012 Time of opening: **11:00 AM**

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addressees of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by MGLc 7 Sec. 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- 1 Public agency involved in this transaction: **City of Gloucester, MA.**
- 2 Complete legal description of the property: **6 Stanwood Street**
a. **Gloucester, MA. 01930**
b. **Map No. 111 Lot No. 8**
- 3 Type of transaction: Sale: N/A Lease or rental from _____ to _____
- 4 Seller: N/A Lessor: **City of Gloucester, MA**
- 5 Purchaser N/A Lessee:

6 Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. **Note:** If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____

8. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item #1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item #4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Signature: _____

Printed name: _____

Title: _____

Date: _____

Bid Form "A" CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalty of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Bidder: CAARA Address: 6 Stanwood St, Gloucester, MA 01930
 Authorized Signature _____ Title: Stanley Stone, President
 Telephone 978 283-2015 Fax None

Bid Form "B" TAX COMPLIANCE

IF A CORPORATION:

State in which Incorporated Massachusetts
 President Stanley Stone, W4HIX, 20 Andrews St, Gloucester, MA 01930
 Treasurer Henry McCarl, W4RIG, 28 Old Nugent Farm, Gloucester, MA 01930
 Secretary Dean Burgess, KB1PGH, 21 Bass Avenue, Gloucester, MA 01930

If a foreign (out of State) corporation - are you registered to do business in Massachusetts? **Not a foreign corporation.** If you are selected for this work, you are required under Massachusetts General Law Chapter 38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

~~IF A PARTNERSHIP (Name All Partners): N/A~~

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
_____	_____	_____	_____

~~IF AN INDIVIDUAL: N/A~~

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

~~IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME: N/A~~

<u>Name of Firm</u>	<u>Business Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
<u>Name of Individual</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

ATTESTATION CLAUSE

Pursuant to MGL c 62C sec 49A. I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

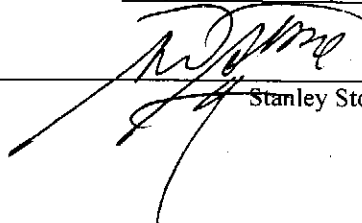
Social Security No. Or Federal Identification No

04-2612032

Signature or Individual or Corporate Name

Cape Ann Amateur Radio Association

Corporate Officer (If Applicable)



Stanley Stone, President CAARA

NEW HAMPSHIRE INSURANCE COMPANY

INSURED COPY

70 Pine Street, New York, NY 10270
617 330-1100

COMMERCIAL GENERAL LIABILITY CERTIFICATE-OCCURENCE FORM

OFFERED THROUGH Associations & Professionals General Liability Purchasing Group
A NOT-FOR-PROFIT CORPORATION, LOCATED AND DOMICILED IN THE STATE OF ILLINOIS

Client#011549/RADIO-GM

Policy/Certificate No: 01-LX-0964079/ RGL-7241766-06

New Renewal X

Named Insured: CAPE ANN AMATEUR RADIO ASSOC

Issue Date: 10/25/11

Address: -INC C/O TREASURER
6 STANWOOD ST
GLOUCESTER, MA 01930

Business of Insured: ASSOCIATION, CIVIC AND SOCIAL

Policy Period: From: 12/01/2011 To: 12/01/2012 12:01 a.m. Standard Time

COVERAGES AND LIMITS OF INSURANCE

IN RETURN FOR THE PAYMENT OF PREMIUM INDICATED BELOW, WE AGREE WITH YOU TO
PROVIDE THE FOLLOWING COVERAGES, AT THE LIMITS SHOWN. SUBJECT TO ALL THE TERMS
AND CONDITIONS OF THE POLICY.

COVERAGES	LIMITS
Commercial General Liability	
General Aggregate (Other than Products/ Completed Operations)	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Fire Damage Limit (Any one Fire)	\$ 100,000
Medical Expense Limit	\$ 10,000
Non-Owned Auto Liability	\$ N/A
Rented Auto Liability	\$ N/A
Premium	\$259.35
Terrorism Included	No charge
Total Advance Premium	\$259.35

FORMS AND ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION

CG00011001, IL00171198, CG20110196, CG21011185, CG20021185, CG22581185
CG21470798, CG00570999, IL00210702, 96556(2/08)

91222(12/09), 78711(10/10), PRG 7003 (11/09)

MARSH Affinity Group Services
a service of Seabury & Smith, Inc.
12421 Meredith Dr
Urbandale, IA 50398
1-800-503-9227