

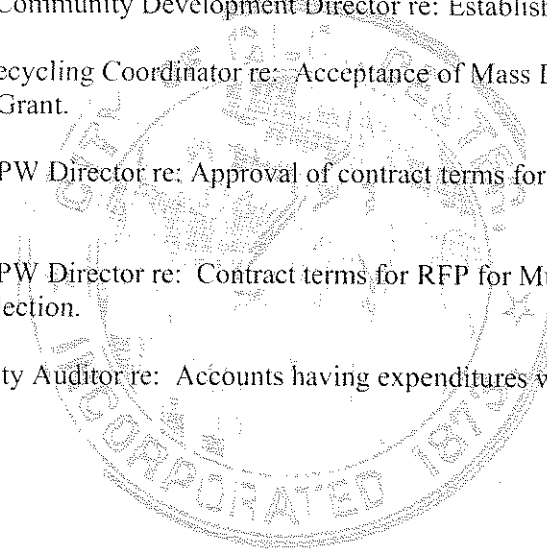


City of Gloucester City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930
Telephone 978-281-9722 Fax 978- 282-3051

CITY COUNCIL
AND
CITY COUNCIL STANDING COMMITTEE
Budget and Finance
Thursday, April 16, 2009 – 7:00 p.m.
Council Conference Room – City Hall

1. Two Special Budgetary Transfer Requests from Police Department.
2. Memo from Library Director re: “Tweens and Teens” Grant.
3. Request from Community Development Director re: Establish Two New Accounts.
4. Memo from Recycling Coordinator re: Acceptance of Mass DEP Municipal Sustainability Grant.
5. Memo from DPW Director re: Approval of contract terms for upcoming RFP’s for O&M Services.
6. Memo from DPW Director re: Contract terms for RFP for Municipal Solid Waste and Recycling Collection.
7. Memo from City Auditor re: Accounts having expenditures which exceed their appropriations.



COMMITTEE
Councilor Jason Grow, Chair
Councilor Joe Ciolino, Vice Chair
Councilor Steve Curcuru

Committee members – Please bring relevant documentation

CC: Mayor
Jim Duggan
Marcia McInnis
Jeffrey Towne
John Beaudette
Carol Gray
Sarah Buck
Mike Hale
Kathy Middleton

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2009

MAR 2 2009

*****INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL*****

DEPARTMENT REQUESTING TRANSFER: POLICE
TRANSFER # 09- 22 DATE: 3/25/2009 BALANCE IN ACCOUNT \$222,427.95

(FROM) PERSONAL SERVICES ACCOUNT#: Fund
101000.10.211.51950.0000.00.000.00.051
(FROM) ORDINARY EXPENSE ACCOUNT#: Fund
Police-Uniform, Career Incentive Pay
Account Description

EXPLANATION OF SURPLUS: Lag money from early retirements

(TO) PERSONAL SERVICES ACCOUNT#: Fund
(TO) ORDINARY EXPENSE ACCOUNT#: Fund
101000.10.210.52150.0000.00.000.00.052
Police-Admin, Natural Gas-Heating
Account Description

ANALYSIS OF NEED(S): Gas utility account under funded

TOTAL TRANSFER AMOUNT \$2,000.00 NEW BALANCE FROM APPROPRIATED ACCOUNT \$220,427.95

APPROVALS:
DEPT. HEAD: John Beaudette
ADMINISTRATION: [Signature]
BUDGET & FINANCE: _____
CITY COUNCIL: _____

DATE: 3/25/09
DATE: 4/1/09
DATE: _____
DATE: _____

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2009

****INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL****

DEPARTMENT REQUESTING TRANSFER: POLICE

TRANSFER # 09- 23 DATE: 3/25/2009 BALANCE IN ACCOUNT \$220,427.95

(FROM) PERSONAL SERVICES ACCOUNT#: Fund 101000.10.211.51950.0000.00.000.00.051

(FROM) ORDINARY EXPENSE ACCOUNT#: Police-Uniform, Career Incentive Pay
Account Description

EXPLANATION OF SURPLUS: Lag money from early retirements

(TO) PERSONAL SERVICES ACCOUNT#: Fund 101000.10.210.52110.0000.00.000.00.052

(TO) ORDINARY EXPENSE ACCOUNT#: Police-Admin, Elec Powr-Non Str Lt
Account Description

ANALYSIS OF NEED(S): Electric utility account under funded

TOTAL TRANSFER AMOUNT \$4,600.00 NEW BALANCE FROM APPROPRIATED ACCOUNT \$215,827.95

APPROVALS:
DEPT. HEAD: John Beaudette
ADMINISTRATION: [Signature]
BUDGET & FINANCE: _____
CITY COUNCIL: _____

DATE: 3/25/09
DATE: 4/1/09
DATE: _____
DATE: _____

Memo

RECEIVED

MAR 24 2009

Mayor's Office

To: Mayor Carolyn Kirk
CC: Jim Duggan
From: Carol Gray
Date: March 24, 2009
Re: Copy of grant application submitted by the Library for \$20,000 Serving Tweens and Teens

Enclosed is the Grant Application and Checklist for the "Tweens and Teens" grant which was compiled and submitted on behalf of the Library by our Young Adult Librarian in early March. A fact sheet describing the grant and a LSTA fact sheet are also attached. A copy of the grant paperwork has been submitted to the Auditor's Office this day.

Gloucester is one of four libraries competing for \$20,000 in grant funds which are payable over a two year period. Awards are announced in early July, 2009 with funds being released quarterly beginning October, 2009 and ending 2011 in accordance with the submitted budget. There are no matching funds required. Grant emphasis is programming, materials, and "teen space" furnishings to enhance outreach to middle and high school-aged students. Limited grant funds are available in the form of stipends for programming and assistance from additional staff, outside of their weekly commitment.



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal Other

Name of Grant: SERVING Tweens and Teens

Department Applying for Grant: Library

Agency- Federal or State application is requested from: Mass Bd. Library Commissioners

Object of the application: To promote and provide increase services and programming for Young Adult population

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 4/1/09
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

Done

Carl Gray



MASSACHUSETTS BOARD OF Library Commissioners



Library Services & Technology Act Federal Program for Libraries

FACT SHEET

The Massachusetts Board of Library Commissioners (MBLC) is a State Agency authorized to administer a \$3.4 million federal program under the Library Services and Technology Act (LSTA). Enacted in 1996, LSTA is a formula-based program that makes an allotment to each state based on population and the level of federal appropriation. This state-based program, reauthorized in 2003, is administered by the Institute of Museum and Library Services (IMLS), and represents an opportunity for greater flexibility in state efforts to improve library services provided by all types of libraries. States must meet the matching and maintenance of effort requirements of the legislation, as well as submit a five-year plan for administering the program.

PURPOSE

It is the purpose of LSTA to:

1. Consolidate Federal library service programs;
2. Promote improvement in library services in all types of libraries in order to better serve the people of the United States;
3. Facilitate access to resources in all types of libraries for the purpose of cultivating an educated and informed citizenry;
4. Encourage resource sharing among all types of libraries for the purpose of achieving economical and efficient delivery of library services to the public.

STATE PLAN

In order to meet the requirements of the legislation, the Commonwealth of Massachusetts must submit a plan that verifies the MBLC as the officially designated State library administrative agency with the fiscal and legal authority and capability to administer all aspects of this program. The plan must establish goals and specify priorities consistent with the purposes of the legislation. It must also describe activities consistent with these goals, the procedures to be used to carry them out, the methodology for evaluating the success of these activities in reaching the goals, a plan for administering the program, and the procedures to be used to involve libraries and library users throughout the state in policy decisions. The current plan, the Massachusetts Long-Range Plan, 2008-2012, was approved by the IMLS.

Goals for the Massachusetts program are to:

- Massachusetts residents, no matter where they live, will find and obtain the resources they need using an improved technological infrastructure that links all types of libraries and provides and coordinates shared electronic resources. Residents will have access to digitized images of unique and valuable resources, improved access tools, and properly preserved physical and electronic materials.
- Library users will have access to effective library and information services provided by well-trained and supported library staff.
- All Massachusetts residents will be better prepared to meet life's challenges at school, in the workplace, and in their daily lives through access to programs and training that foster their development of information literacy skills and communication technology skills.
- Massachusetts children and young adults will have access to public and school libraries that are active partners in providing resources and learning opportunities that foster literacy from birth through the teen years.
- All Massachusetts residents will have equal access to library information, collections, and services regardless of their geographic location, cultural or socioeconomic background, and regardless of disability or limited functional literacy skills.
- Massachusetts residents, regardless of age, will have access to lifelong learning resources and programs through their local libraries.

AUTHORIZATION

The Federal Library Services and Technology Act is authorized by P.L. 101-81.

FACT SHEET

Serving 'Tweens and Teens Targeted Grant FY2010

BACKGROUND

Across Massachusetts eager and hopeful teens enter the library each afternoon, looking for a place to be with their friends, to relax and to work on homework. They may also be seeking a place to expand their world, to volunteer in the community, and to pursue new projects. Many public libraries have responded to their unique library needs by developing innovative programs and strategies to serve them.

The need for programs and services for middle school and senior high school age students is apparent. The average school day ends between two and three in the afternoon and almost every teenager in America must find somewhere to go and something to do after school. A survey commissioned by the AfterSchool Alliance entitled "*Working Families and Afterschool: A Special Report from America After 3 PM: A Household Survey on Afterschool in America*" found that while 14 million K-12 children spend some portion of their afternoon taking care of themselves; only 6.5 million children participate in any form of after-school program. Even if every child in America participated in an after-school activity such as sports or drama, that activity would cover only part of the school year.

Julie Ann Walker, Executive Director of the American Library Association's Young Adult Library Services Association, states that while library services to young adults had been in decline, in the last five years there has been a reversal of that trend and "a whole movement toward community-based programming focused on youth development" as a result of new "assets-based research." This idea builds on the assets of at-risk, underserved youth with programs that intervene before these adolescents get into trouble. The purpose of this LSTA program is to provide an opportunity for libraries to develop programs and services that meet the needs of their young adult population. Ideally, every public library in the state would meet the Massachusetts Library Association's "Standards for Public Library Service to Young Adults." While some libraries have made substantial progress toward that goal, other libraries have yet to provide the space, staff, and/or services that address the needs of this group. It is hoped this grant program may help them achieve these important standards.

MASSACHUSETTS LONG-RANGE PLAN GOAL

Goal 4: Massachusetts children and young adults will have access to public and school libraries that are active partners in providing resources and learning opportunities that foster literacy from birth through the teen years.

PROGRAM DESCRIPTION

This program will allow libraries to receive up to \$20,000 in grant funds over a two year period to carry out a targeted program aimed at middle and high school-aged "tweens" and "teens." Libraries must conduct a preliminary needs assessment including focus groups with teens, interviews with community leaders, parents, and teachers. As part of the grant program libraries will be expected to:

¹ Please find this report at http://www.afterschoolalliance.org/press_archives/Working_Families_Rpt.pdf

- Form or strengthen a Teen Advisory Board (TAB);
- With input from the TAB, develop creative programming strategies which will reach out and meet the needs of tweens and teens;
- Develop collections of materials including books, books on tape, CDs, magazines, games, graphic novels and DVDs; collections should be aligned, in part, with material needed by the middle/high school students as part of standards and curriculum frameworks;
- Examine the library's "teen space" and have it meet (or move towards meeting) the goals set by the teen board. This may include limited redesign.

Limited grant funds may be used to pay for extra hours for the Young Adult Services librarian or to hire staff to help with extra activities related to Teen Advisory Board or special programming during afternoon/evening or weekend hours.

Collaboration should be demonstrated with middle/high school librarians and school personnel as well as tie in with local youth centers, boys and girls clubs, YMCA/YWCA, scouts or sports facilities, religious organizations or community centers which serve diverse youth.

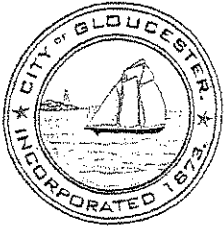
ELIGIBILITY

Open to Public Libraries that:

- have identified a need to serve middle and high school students in their long-range plans;
- have a long-range plan on file at the MBLC by October 1, 2008 that meets the requirements of the *Massachusetts Long-Range Plan, 2008-2012* and the *LSTA Policies and Procedures 2008-2012*. If a plan is already on file, an updated Action Plan for FY2010 must be postmarked to the MBLC by **December 1, 2008**;
- are certified in the State Aid to Public Libraries Program throughout the application and award process;
- agree to participate in a special training meeting in October 2009.

INTERESTED?

Applicants must submit a **Letter of Intent** POSTMARKED by **December 1, 2008** with the "Serving Tweens and Teens" option checked off under **TYPE**. An informational workshop to assist applicants in completing an application for this program will be held in late January/early February 2009. If you need more information about this program, call Shelley Quezada at the MBLC at 800-952-7403 ext. 235 or e-mail shelley.quezada@state.ma.us



CITY OF GLOUCESTER
Conservation Commission
3 Pond Road Gloucester MA 01930
978-281-9781
f 978-281-9779

March 5, 2009

Mayor Carolyn Kirk,

RECEIVED

MAR 19 2009

Mayor's Office

The Community Development Department is working through housekeeping issues with the current Notice of Intent Fees Account. State law requires that each deposit function relating to fee generation through the Commission process to be accounted for separately. Currently fees generated under the Wetlands Protection Act are placed in the same account as fees generated under the local wetland ordinance and consultation programs.

Please would you place the issue on the next Mayor's Report to the City Council for referral to B & F for Council review. We are asking for two additional accounts. These accounts are to be set up relating to conservation filing fees. One for consultation purposes and one for fees generated based on the local wetlands reviews.

The existing account will continue to be used for fees generated under the state Wetlands Protection Act.

Thank you for your consideration.

Sarah Buck,
Community Development Director



CITY OF GLOUCESTER

GLOUCESTER • MASSACHUSETTS • 01930

March 24, 2009

TO: Mayor Carolyn Kirk
FROM: Kathy Middleton *Kathy*
SUBJECT: Municipal Sustainability Grant

I applied for a Massachusetts Department of Environmental Protection (MassDEP) Municipal Sustainability Grant last year and was informed that the DEP has awarded Gloucester water conservation products valued at \$1,593. These grants have been funded through federal grant monies. Funding sources for the state have been cut this year and I am hopeful that we will see funding for recycling and waste reduction initiatives improve in FY2010.

I am requesting that you propose to accept 25 rain barrel discount vouchers and 100 Water Conservation Kits to help our city build strong recycling and water conservation programs. This grant does not have any "match" from the City associated with it.

If this meets your approval, would you please include this request in your next Mayor's report to the Council.

**AGREEMENT BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND THE City of Gloucester

This Agreement is entered into this 24th day of March, 2009, by and between the Commonwealth of Massachusetts, acting through its Department of Environmental Protection ("Department"), and the City of Gloucester ("Grantee"), acting through _____ (Title)

Pursuant to the Department's authority under Chapter 584 of the Acts and Resolves of 1987, MassDEP has awarded City of Gloucester a Fiscal Year 2009 Municipal Sustainability Grant. The specific equipment, materials or services (Grant Materials) awarded to the Grantee are outlined by quantity and value in the table below. The specific terms and conditions for the Grant Materials are detailed in the corresponding Attachment(s) as indicated in Table 1 and attached to this Agreement. The Grantee agrees to abide by these specific requirements contained in the Attachment(s).

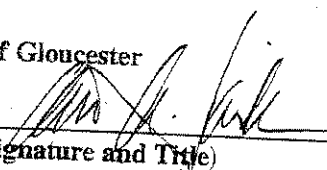
TABLE 1 - ITEMS AWARDED and GRANT AGREEMENT ATTACHMENTS				
Awarded	Name	Attachment	Number of Items Awarded	Value of Items Awarded
	Home Composting Bins	(see Attachment B)		
	Idling Reduction Toolkit	(see Attachment C)		
	Kitchen Scrap Buckets	(see Attachment D)		
	Mercury Collection Sheds	(see Attachment E)		
	Pay-as-you-throw Assistance	(see Attachment F)		
	Public Area Recycling Containers	(see Attachment G)		
x	Rain Barrels	(see Attachment H)	25	\$250.00
	School Chemical Management Assistance	(see Attachment I)		
	Diesel Retrofit Equipment	(see Attachment J)		
x	Water Conservation Kits	(see Attachment K)	100	\$1,343.00
Total Value of Items Awarded:				\$1,593.00

9. Addendums: Should the Department award additional Grant Materials within FY09, an addendum to the Agreement shall be provided to the Grantee.
10. Publicity and Outreach:
 - a. All outreach materials and publicity tools issued by the Grantee in conjunction with or as a result of this grant (i.e. press releases, media advisories, etc) shall include the following language: "This project is funded in part by a grant from the Massachusetts Department of Environmental Protection".
 - b. The Department shall retain the right to utilize and disseminate all printed materials and artwork produced by the Grantee as a result of this grant.
 - c. Grantee should be prepared to provide a public presentation on the results or findings of the Project at the request of the Department.
11. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
12. If any part or parts of this Agreement are held to be invalid, illegal, and unenforceable or in conflict with the laws of the Commonwealth of Massachusetts, the validity, legality and enforceability of the remaining parts shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Department and the Grantee hereby execute this Agreement in duplicate.

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
 Bawa Wavezwa, Chief Fiscal Officer (CFO)
 Department of Environmental Protection

City of Gloucester
 By:  (Signature and Title) _____ (Date)
3/31/09
Carolyn A. Kirk
 (Print Name)

**FY09 GRANT AGREEMENT
ATTACHMENT H - RAIN BARREL DISCOUNTS**

Description: The rain barrel discounts referenced in Table 1 must be used for the purpose of making rain barrels available for sale to residents at a lower cost than the state contract price. The rain barrels are to be used for the purpose of collecting rainwater to reduce water use and storm water run-off. The rain barrels available through this program are 55-gallon, recycled food-grade barrels that have been modified with openings, screening and hardware to facilitate rainwater collection and reuse. The barrels are typically used in conjunction with existing gutter downspouts.

Vendor Delivery: Upon receipt of this executed Grant Agreement by the Massachusetts Department of Environmental Protection ("MassDEP"), Grantee shall contact rain barrel vendor and establish a mutually agreed upon rain barrel distribution date and time. Vendor shall deliver rain barrels prior to or on the day of the distribution event. Grantee shall coordinate with vendor prior to delivery to determine a delivery date and location. The rain barrel distribution day(s) should be scheduled to take place by August 1, 2009. All rain barrels delivered through this grant must be received and paid for by August 30, 2009.

Distribution/Sales Plan:

Through this grant, MassDEP provides a \$10 discount for each rain barrel awarded and distributed. Residents pay the vendor or the municipality in advance for their barrel and the vendor provides the municipality and MassDEP with a list of prepaid barrel recipients. Vendor delivers rain barrels prior to or on the day of the distribution event. At the distribution event, the Grantee distributes barrels to pre-paid purchasers. Vendor may assist with rain barrel distribution.

The Grantee and vendor shall mutually determine a date by which residents' barrel payments must be received (usually up to one week before the scheduled distribution day.). The Grantee and vendor shall mutually determine the payment method to be used. For example, the Grantee may collect payment from residents and pay the vendor, or the Grantee may elect to have residents send payment directly to the vendor. MassDEP shall pay vendor directly \$10 per barrel sold, up to the awarded amount.

Grantee Responsibilities:

1. Provide a distribution location and staff the rain barrel distribution event;
2. Advertise the rain barrel sale to residents using advertising material templates provided by vendor; **Publicity must include mention of MassDEP grant.**
3. Take possession and store any pre-sold barrels that are not picked up on the distribution date and follow-up with residents who missed the distribution date to ensure that they pick up their barrel(s);
4. Determine how payments from residents will be taken and tracked, either directly by the vendor or by the Grantee;
5. Obtain purchaser's name and contact information for each rain barrel sold (either from the purchasers or from the vendor).
6. Survey rain barrel purchasers and provide feedback to MassDEP on the installation and usage of the rain barrels utilizing a template provided in this attachment (below).
7. If the number of barrels sold by the end of the distribution event(s) is fewer than the number of discounts awarded to Grantee, Grantee shall immediately notify the MassDEP rain barrel grant manager that it does not intend to use all the awarded discounts. In that case, MassDEP may reallocate the unused discounts to other Grantees.

Permission to Transfer Grant Materials:

The Grantee shall not sell, lease, loan or otherwise transfer rights to the Grant Materials unless it has received prior written authorization from the Department.

Optional Conditions:

1. If there are unpurchased discounted barrels still available at the time of the distribution event, Grantee may purchase any unsold discounted barrels at the discounted cost for later distribution or for municipal use, provided that such barrels are received and paid for by August 30, 2009;
2. Grantee may donate rain barrels purchased by Grantee to schools or non-profit organizations for demonstration, education and water conservation purposes, subject to approval by MassDEP;
3. Grantee may further subsidize barrels with municipal funds;
4. If the demand for rain barrels exceeds the number of discounts awarded to Grantee, Grantee may arrange with vendor to sell additional barrels at the state contract price;

**FY09 GRANT AGREEMENT
ATTACHMENT K - WATER CONSERVATION KITS**

Water Conservation Devices include:

Outdoor conservation items

- Rain gauge to help determine yard-watering needs
- Six-position, spring-loaded Garden Hose Nozzle

Indoor conservation items

- Water saving showerhead w/ shut-off valve
- Kitchen faucet aerator w/ shut-off valve
- Leak detection dye tablets

Description: The Water Conservation Kits referenced in Table 1 consist of devices used for indoor and outdoor water conservation. Municipalities who are members of the Massachusetts Water Resource Authority (MWRA) have been granted outdoor conservation items only. MWRA communities may obtain indoor water conservation devices by contacting the MWRA office at 617-242-SAVE (617-242-7283) or visiting their website at: <http://www.mwra.state.ma.us/04water/html/watsense.htm>. Non-MWRA municipalities have been awarded both outdoor and indoor items through this grant.

Vendor Delivery:

Upon receipt of this executed Grant Agreement by the Massachusetts Department of Environmental Protection ("MassDEP"), Water Conservation Kits will be ordered from the vendor for delivery to a location within the municipality designated by the Grantee. Delivery shall be guaranteed in accordance with the terms under vendor's contract with the Commonwealth. The vendor is responsible for all costs associated with the transportation and delivery of the Kits to the address specified by Grantee. MassDEP anticipates delivery in May, 2009.

Property Rights:

Upon delivery, the Grantee shall retain exclusive possession of all water conservation kits, subject, however, to the provisions of this attachment. Grantee shall be solely responsible to ensure these items against damage, theft or loss during the time in which said items are in the possession, custody, or control of the Grantee.

Delivery Contact Information: Vendor will use contact information provided by Grantee in this section for delivery of Kits and all delivery related issues. NO P.O. BOXES PLEASE.

Contact Name: Kathy Middleton	Contact Title: Recycling Coordinator
Contact Phone: 978-281-9785	Contact Email: Kmiddleton@ci.gloicester.ma.us
Delivery Address: 28 Poplar Street	

Distribution:

Grantee will distribute Kits to residents, either free of charge or at a nominal fee. MassDEP suggests that municipalities allow residents to choose which device(s) they are interested in, as opposed to distributing one of each item as a "kit." Grantee shall collect contact information from Kit recipients at time of distribution and notify recipients that they will be contacted for feedback at a later date. MassDEP will provide a sample data collection form. If the water conservation kits are not distributed within one year of receiving them, Grantee shall notify the MassDEP water conservation grant manager. In that case, MassDEP may reallocate the unused water conservation kits.

Permission to Transfer Grant Materials:

The Grantee shall not sell, lease, loan or otherwise transfer rights to the Grant Materials unless it has received prior written authorization from the Department.

Publicity and Outreach:

Grantee will publicize the availability of Water Conservation Kits to the general public. Publicity will include mention of MassDEP grant. Publicity and outreach mechanisms to consider:

- Setting up workshops where the topic of water conservation can be discussed in more depth;
- Staffing a water conservation table at local events where there will be the opportunity to talk with residents;
- Setting up an informational display board at the public library or other public location;
- Developing water-wise projects to work into school curriculum.

Reporting:

Grantee will gather feedback from 10% of its community's water conservation Kit recipients through a survey and evaluation form and provide the data to MassDEP no later than December 1, 2009. Grantee shall collect contact information from Kit recipients at time of distribution and notify recipients that they will be contacted for feedback at a later date. MassDEP will provide a sample data collection form and a sample feedback form (sample questions below). Failure to provide this report to MassDEP in time specified may jeopardize future grant awards.

The feedback summary shall be sent to: MassDEP – Consumer Programs
One Winter Street
Boston, MA 02108
Attn: Ann McGovern
ann.mcgovern@state.ma.us

Sample Water Conservation Kit Feedback Questions

1. Have you installed the devices you received?
2. Did you like using the devices?
3. Do you have any comments about their use?

PLEASE SIGN AND RETURN THIS FORM WITH AN EXECUTED GRANT AGREEMENT.

The above terms and conditions are part and parcel of the Agreement under which the Grantee accepts the Grant Materials.

City of Haverhill
Municipality/Regional Group
Kathryn M. [Signature]
Signature of Grantee
03/23/09
Date

Reporting:

Grantee shall inform MassDEP of the number of rain barrels sold through this grant prior to August 30, 2009. If Grantee pays for and takes delivery of rain barrels that are not yet sold to residents by August 30, 2009, Grantee shall provide MassDEP with biannual updates of rain barrels still available for sale.

Grantee shall gather feedback from a minimum of 10% of rain barrel purchasers regarding usage and satisfaction and provide a summary of the feedback received to MassDEP. Surveys should be provided to residents when they pick up their barrels asking them to return the survey at the end of the season. Sample survey questions are provided below.

A summary of survey feedback shall be provided to MassDEP no later than June 30, 2010. Failure to provide this report to MassDEP in time specified may jeopardize future grant awards.

This summary shall be sent to:

MassDEP – Consumer Programs
One Winter Street
Boston, MA 02108
Attn: Ann McGovern
ann.mcgovern@state.ma.us

Rain Barrel Survey Questions

1. How many barrels did you purchase?
2. Did you set up your barrel(s)?
3. Approximately how many times did you fill and empty the barrel(s) during the year?
4. Were you satisfied with the barrel(s)?
5. Water from the barrel(s) was used to water: ___ garden; ___ lawn; ___ other (describe)

If you have any questions about your new rain barrel, please contact *[insert the vendor contact information]*.

Please return this survey to *[insert Grantee return address]* by *[insert response deadline]*. Failure to provide this report to MassDEP could jeopardize future grant awards. Thank you in advance for your participation in the survey and for helping to conserve water and reduce storm water run-off!

PLEASE SIGN AND RETURN THIS FORM WITH AN EXECUTED GRANT AGREEMENT.

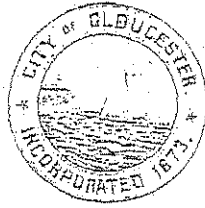
The above terms and conditions are part and parcel of the Agreement under which the Grantee accepts the Grant Materials.

City of Gloucester
Municipality/Regional Group

Kathryn Middleton
Signature of Grantee

3/23/09
Date

Public Works
28 Poplar Street
Gloucester, MA 01930



TEL 978-281-9785

FAX 978-281-3896

mhale@ci.gloucester.ma.us

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

TO: Donna Compton, Purchasing Agent
FROM: Michael B. Hale, Director of Public Works MBH
RE: Contract Terms for Upcoming RFP's for Operation and Maintenance
(O & M) Services
DATE: March 24, 2009

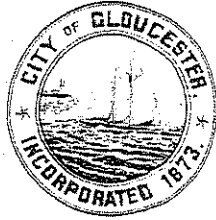
The Department of Public Works is in the process of developing two Requests for Proposals. One is for the full service operation and maintenance of the city's water and wastewater facilities, and the second is for the operation and maintenance of the collection system mechanical components (pump stations, grinder pumps, and STEP systems).

The scope of work contained in these contracts and the dollar value are considerable, and I feel it is in the best interest of the City to award contracts in excess of the three years permitted by the standard requirement of Chapter 30B. I would suggest that both contracts be awarded for a term of five years with an option to extend the contract for an additional two years if all parties are in agreement. A five year term will provide consistency of operation and the same operator during the time of renovations and upgrades to the treatment plant.

Per Chapter 30B a contract for supplies or services with a term of more than three years, including the term of any renewal, extension, or option, is permissible only if a longer contract has been authorized by a majority vote of the governing body of your jurisdiction before you award the contract. If you concur with my thinking regarding the contract terms, I would ask that you forward this request to the Mayor's Office so that it may be put before the Council.

I can be available to answer questions at such time as this request goes before the council.

City Hall
28 Poplar Street
Gloucester, MA 01930



TEL 978 281-9785
FAX 978 281-3896

CITY OF GLOUCESTER
PUBLIC WORKS

TO: Donna Compton
FROM: Michael B. Hale, Director of Public Works
RE: Contract Terms for upcoming RFP for Municipal Solid Waste and Recycling Collection
DATE: April 1, 2009

The City of Gloucester is seeking a request for proposal (RFP) from qualified contractors for the collection, transportation, disposal and processing of municipal solid waste and recycling materials.

The scope of work contained in this contract and the dollar value are considerable, and I feel it is in the best interest of the City to award this contract in excess of the three years permitted by the standard requirement of Chapter 30B. I recommend that this contract be awarded for a term of five years with an option to extend the contract for an additional two years if all parties are in agreement.

Per Chapter 30B a contract for supplies or services with a term of more than three years, including the term of any renewal, extension, or option, is permissible only if a longer contract has been authorized by a majority vote of the governing body of your jurisdiction before you award the contract. I would ask that you forward this request to the Mayor's Office so that it may be put before the Council.

I am available to answer any questions that you may have.

CITY OF GLOUCESTER AUDITOR'S OFFICE

March 27, 2009

RECEIVED

MAR 27 2009

Mayor's Office

TO: CITY COUNCIL

FROM: CITY AUDITOR

RE: CODE OF ORDINANCE CHAPTER 2, ADMINISTRATION, ARTICLE III,
OFFICERS AND EMPLOYEES, DIVISION 6, CITY AUDITOR, S 2-104
p. 161, EFFECTIVE MARCH 1, 1986

cc: MAYOR CAROLYN KIRK

S 2-104 DUTY WHEN APPROPRIATIONS ARE EXHAUSTED
WHENEVER THE APPROPRIATIONS FOR ANY DEPARTMENT FOR ANY OBJECTS HAVE
BEEN EXHAUSTED, THE CITY AUDITOR SHALL COMMUNICATE THE FACT TO THE
MAYOR AND THE CITY COUNCIL, AND ALL EXPENDITURES THEREFORE SHALL CEASE
UNTIL A FURTHER APPLICATION IS DULY MADE.

AS OF THE WEEK ENDING MARCH 27, 2009. THE FOLLOWING ACCOUNTS HAVE
EXPENDITURES THAT EXCEED THEIR APPROPRIATIONS: CITY DEPARTMENTS

<u>ACCOUNT #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT OVER</u>
101000.10.138.51100.51	Purchasing, Sal/Wage Perm	(\$8,927.85.)
101000.10.138.51400.51	Purchasing Sal/Wage Longevity	(\$901.10)
101000.10.152.51970.51	Retirement-Sick Buy Back	(\$27,649.44)
101000.10.211.51350.51	Police Uniform Court Overtime	(\$15,827.35)
101000.10.423.51310.51	DPW Snow/Ice Overtime	(\$92,488.72)
101000.10.423.52970.52	DPW Snow/Ice Contract	(\$611,731.63)
101000.10.423.53900.52	DPW Snow/Ice Snow Removal Contracts	(\$22,460.36)
101000.10.423.54900.54	DPW Snow/Ice Removal Food & Food Serv.	(\$2,150.00)
101000.10.423.55410.54	DPW Snow/Ice Salt/Sand Road	(\$335,448.82)
101000.10.543.57700.57	Verteran's Service Vets Direct Assess	(\$21,582.82)

AGING OF OVERDRAWN ACCOUNTS		CITY OF GLOUCESTER						
ACCOUNT	DESCRIPTION	27-Mar-09	13-Mar-09	27-Feb-09	13-Feb-09	30-Jan-09	16-Jan-09	
101000.10.121.51100.0000.00.000.00.051	Mayor Sal/Wage Peim Pos							
101000.10.138.51100.0000.00.000.00.051	Purchasing Sal/Wage Peim	\$ (8,927.85)	\$ (8,927.85)	\$ (196.11)	\$ (196.11)			
101000.10.138.51400.0000.00.000.00.051	Purchasing Sal/Wage Longevity	\$ (901.10)	\$ (901.10)	\$ (901.10)	\$ (901.10)	\$ (8,927.85)	\$ (8,927.85)	
101000.10.152.51970.0000.00.000.00.051	Retirement - Sick Buy Back	\$ (27,649.44)	\$ (27,649.44)	\$ (16,868.19)	\$ (16,868.19)	\$ (901.10)	\$ (901.10)	
101000.10.211.51350.0000.00.000.00.051	Police Uniform Court Overtime	\$ (15,827.35)	\$ (10,704.40)	\$ (7,211.83)		\$ (16,868.19)	\$ (16,868.19)	
101000.10.220.51420.0000.00.000.00.051	Fire Med Diff EMT							
101000.10.220.51400.0000.00.000.00.051	Fire Dept Sal/Wage Longevity					\$ (11,302.72)	\$ (11,302.72)	
101000.10.241.51250.0000.00.000.00.051	Inspectional Serv Sal/Wage PT					\$ (2,494.80)	\$ (2,494.80)	
101000.10.411.51400.0000.00.000.00.051	Engineering Sal/Wage Longevity							
101000.10.423.51310.0000.00.000.00.051	DPW Snow/ice Overtime	\$ (92,488.72)	\$ (89,822.05)	\$ (66,303.54)	\$ (63,894.88)			
101000.10.423.52970.0000.00.000.00.052	DPW Snow/ice Contract	\$ (611,731.63)	\$ (599,232.63)	\$ (465,096.13)	\$ (442,937.13)			
101000.10.423.53900.0000.00.000.00.052	DPW Snow/ice Removal Contracts	\$ (22,460.36)	\$ (22,118.04)	\$ (4,690.04)	\$ (4,690.04)			
101000.10.423.54900.0000.00.000.00.054	DPW Snow/ice Food & Food Serv.	\$ (2,150.00)	\$ (2,150.00)	\$ (2,150.00)	\$ (2,150.00)			
101000.10.423.55410.0000.00.000.00.054	DPW Snow/ice Salt/Sand Road	\$ (335,448.82)	\$ (335,448.82)	\$ (288,609.29)	\$ (288,609.29)			
101000.10.543.57700.0000.00.000.00.057	Veteran's Serv Vets Direct Assess	\$ (21,582.82)	\$ (20,830.82)	\$ (13,341.48)	\$ (13,341.48)	\$ (4,391.14)	\$ (4,391.14)	
600000.10.440.51400.0000.00.000.00.051	Pensions, Non Contrib Pensions							
600000.10.440.51570.0000.00.000.00.051	Sew Enterprise Longevity					\$ (39.45)	\$ (39.45)	
610000.10.450.51400.0000.00.000.00.051	Sewer Enterprise Workers' Comp							
610000.10.450.51570.0000.00.000.00.051	Water Enterprise Sal/Wage Longevity							
	Water Enterprise Workers' Comp							