

CITY CLERK
GLOUCESTER, MA

2016 AUG 25 AM 8:47

This meeting is recorded



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

AGENDA

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

1. *Memorandum from General Counsel re: request permission to pay FY16 invoices w/FY17 funds*
2. *Memorandum from Interim Director of Health Dept. re: acceptance of Tower Foundation Grant for \$125,000 to support Health Gloucester Collaborative's program initiatives*
3. *Memorandum from HR Director re: request permission to pay FY16 invoices w/FY17 funds*
4. *Correspondence from Grant Writer of Gloucester Community Emergency Response Team (CERT) re: acceptance of \$3,500 grant from MEMA*
5. *Supplemental Appropriation Budgetary Transfer Requests 2017-SA-1 and -2 from the DPW*
6. *CC2016-039 (Cox/Nolan) Amend Beach & Stage Fort Park Regulations, Article III "Miscellaneous" by adding "No smoking will be permitted on city beaches at any time" and to determine whether a fine shall be imposed*
8. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

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

CC: Mayor Theken
Dan Smith/Chris Sicuranza
Kenny Costa
John Dunn
Chip Payson
Donna Leete
Fire Chief Eric Smith
Mike Hale/Mark Cole

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

**CITY OF GLOUCESTER
LEGAL DEPARTMENT**

TO: Mayor Sefatia Romeo Theken
FROM: Chip Payson *CP*
General Counsel
RE: Permission to Pay FY16 Invoices with FY17 Funds
DATE: August 11, 2016

The Legal Department requests permission to pay Attorney Daniel Hill and Attorney Thomas Mullen with FY17 funds. The FY16 carryovers have insufficient funds and we respectfully request to pay the balance with FY17 funds.

Please see attached paperwork for reference.

Thank you.

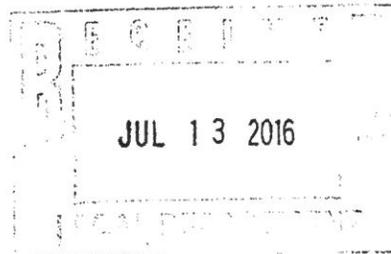


43 Thorndike Street
Cambridge, MA 02141

Voice: 617-494-8300
Fax: 617-307-9010
E-mail: dhill@danhilllaw.com

Invoice

Invoice #: 2939
Invoice Date: 7/9/2016
Due Date: 7/24/2016



Bill To:

City of Gloucester
Chip Payson
9 Dale Avenue
Gloucester, MA 01930-3009

Matter:

<u>Date</u>	<u>Attorney</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/9/2016	DCH	Draft revisions to 40B decision; review developer's counsel's revisions to decision; multiple emails re: same, tonight's ZBA meeting.	2.6	200.00	520.00
6/13/2016	DCH	Emails re: outcome of ZBA meeting, final revisions.	0.2	200.00	40.00

*CARRIED OVER \$300.00
NEED \$260.00*

Invoice Total \$560.00

Thank you for your business.

		<u>Hrs/Rate</u>	<u>Amount</u>
6/8/2016	MPF Research case law for trial and post-trial proposed rulings	1.50 125.00/hr	187.50
6/9/2016	TAM Check Board of Health regulations re: rental certificate; telephone call to [REDACTED] re: documents and to Atty. [REDACTED] view	0.30 175.00/hr	52.50
6/10/2016	TAM Organize exhibits; visit City Hall and Board of Health for document review; email from Atty. [REDACTED] telephone call from Atty. [REDACTED]	3.10 175.00/hr	542.50
6/13/2016	TAM Emails with [REDACTED] review documents from clients for possible exhibits; outline [REDACTED] deposition	1.80 175.00/hr	315.00
	MPF Further case law research	1.30 125.00/hr	162.50
6/14/2016	TAM Complete outlining [REDACTED] deposition; outline [REDACTED] deposition; telephone call and email to Atty. [REDACTED] with photo exhibits	1.60 175.00/hr	280.00
	MPF Research case law	0.75 125.00/hr	93.75
6/16/2016	TAM Prepare outline of testimony for [REDACTED] assemble exhibits	2.00 175.00/hr	350.00
6/17/2016	TAM Organize exhibits; emails with Atty. [REDACTED] and [REDACTED]; continue drafting [REDACTED] testimony outline	5.00 175.00/hr	875.00
6/18/2016	TAM Continue preparing testimony of [REDACTED]	3.25 175.00/hr	568.75
6/19/2016	TAM Complete drafting [REDACTED] testimony; prepare testimony for [REDACTED] and email to Atty. [REDACTED]	2.10 175.00/hr	367.50
6/20/2016	TAM Review new exhibit list and reorganize exhibits from plaintiff; telephone call from Atty. [REDACTED] outline [REDACTED] deposition; conference with [REDACTED] to review testimony; attend view with Judge [REDACTED]	7.00 175.00/hr	1,225.00

	<u>Hrs/Rate</u>	<u>Amount</u>
conference with Atty. [REDACTED] re: exhibits; emails with [REDACTED]		
6/21/2016 TAM Final trial preparation; complete outlining cross examination of [REDACTED] final organization of exhibits; telephone call from Atty. [REDACTED]; review and revise stipulation drafted by Atty. [REDACTED] telephone call with him; revise direct examination of [REDACTED] and [REDACTED] prepare opening	8.20 175.00/hr	1,435.00
MPF Research case law	1.30 125.00/hr	162.50
6/22/2016 TAM Attend and conduct trial; brief telephone call to Atty. Payson re: same	8.40 175.00/hr	1,470.00
 SUBTOTAL:	 [50.70	 8,630.00]
For professional services rendered	51.70	\$8,805.00
Additional Charges :		
[REDACTED]		
6/1/2016 Parking for pretrial conference		25.00
6/22/2016 Parking for trial		38.00
 SUBTOTAL:		 [63.00]
Total additional charges		\$63.00
Total amount of this bill		\$8,868.00
Previous balance	PAID	\$2,370.95

Chip Payson, Esq.

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Balance due

Amount

\$11,238.95



CITY OF GLOUCESTER

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



Public Health
Prevent. Promote. Protect.

Memorandum

To: Mayor Sefatia Romeo Theken
From: Max Schenk, Interim Director, Health Department
Date: August 16, 2016
Re: Acceptance of a \$125,000 grant from the Peter and Elizabeth C. Tower Foundation

Dear Mayor Romeo Theken:

The Gloucester Health Department is pleased to announce that the City's Healthy Gloucester Collaborative program has received a grant from the Tower Foundation in the amount of \$125,000. The grant was awarded by the Foundation without formal application by the Health Department and is being provided in recognition and support of Healthy Gloucester's successful efforts in substance abuse prevention, education and outreach initiatives.

The purpose of the grant is to provide funds for the personnel, supplies and activities costs associated with the Healthy Gloucester Collaborative. The term of the grant is from October 1, 2016 to September 30, 2017. No matching City funds, or in-kind services are required as a part of this award.

Staff will be available to answer any questions City Council members may have.

Respectfully,


Max Schenk

CC: Joan Whitney, Director of Substance Abuse Prevention Services, Gloucester Health Department



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

Granting Authority: State ___ Federal ___ Other X

Name of Grant: Tower Foundation Capacity Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Peter and Elizabeth C. Tower Foundation

Object of the application: For personnel, materials, and activities associated with the Healthy Gloucester Collaborative.

Any match requirements: None

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: _____

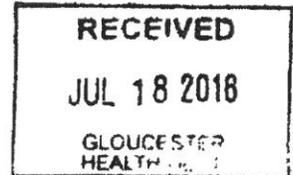
Auditor's distribution to managing department: _____
Department Date sent

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



The Peter and Elizabeth C. **TOWER** Foundation

2351 North Forest Road Getzville, New York 14068-1225 716-689-0370 Fax 716-689-3716
info@thetowerfoundation.org www.thetowerfoundation.org



July 13, 2016

C. Max Schenk
Assistant Director
Gloucester Health Department
3 Pond Road
City Hall Annex
Gloucester MA, 01930

Dear Mr. Schenk:

I am pleased to inform you that The Peter and Elizabeth C. Tower Foundation has awarded a one-year grant of \$125,000 to the Gloucester Health Department to support the Healthy Gloucester Collaborative. We have followed the Collaborative's work for more than five years, and we recognize the central role it plays in promoting substance use prevention, treatment, and recovery not just for Gloucester, but for all of Cape Ann.

These grant funds, which are awarded without additional conditions, are to be used exclusively for personnel, materials, and activities associated with the Healthy Gloucester Collaborative. A brief report consisting of a narrative describing the work accomplished during the grant period of October 1, 2016 through September 30, 2017 and an accounting of grant funds will be due no later than November 30, 2017.

A Terms of Grant document outlining the terms and conditions of the grant award has been sent under separate cover. Please sign and return two copies for countersignature. We need to have your Terms of Grant on file before we can release these funds.

It is our pleasure to support the Healthy Gloucester Collaborative and its important work.

Sincerely,

Tracy A. Sawicki
Executive Director

TAS:kea

cc: Joan Whitney

The Peter and Elizabeth C. Tower Foundation
2351 North Forest Road
Getzville, NY 14068-1225
Telephone (716) 689-0370; Fax (716) 689-3716
E-mail: info@thetowerfoundation.org
www.thetowerfoundation.org

THE PETER AND ELIZABETH C. TOWER FOUNDATION

TERMS OF GRANT

Please Read Carefully

The Peter and Elizabeth C. Tower Foundation Grant to your program is for the explicit purpose(s) described below and is subject to your acceptance of the following terms and/or conditions. To acknowledge your agreement to these Terms, please return both signed originals of these Terms to Tracy A. Sawicki, Executive Director, at the address printed on the top of this page.

Grantee: Gloucester Health Department
3 Pond Road
City Hall Annex
Gloucester, MA 01930

Amount of Grant: \$125,000

Grant Begins: October 1, 2016 **Grant Ends:** September 30, 2017

Payment Schedule: \$125,000 **Date:** August 31, 2016

Special Grant Conditions:

Funds awarded exclusively for personnel, materials, and activities costs associated with the Healthy Gloucester Collaborative. A brief report consisting of a narrative describing the work accomplished during the grant period of October 1, 2016 through September 30, 2017 and an accounting of grant funds will be due no later than November 30, 2017.

Other Grant Conditions:

All Grants are made and shall be used in accordance with the laws of all applicable jurisdictions and of the United States, including all provisions of the tax laws governing "qualifying distributions" by private foundations under Section 4942 of the Internal Revenue Code.

1. **Public Announcements:** Announcements of the Grant are to be made by the Grantee, unless

otherwise indicated under the Special Conditions. All publicity, publications, or announcements concerning the program are to indicate The Peter and Elizabeth C. Tower Foundation's participation in providing funding to the Grantee for this program. Copies of any published accounts mentioning the program are to be sent to the Foundation's Executive Director.

2. **Expenditure of Grant Funds:** *This Grant is for use as stated on page 1 and shall be expended in accordance with the attached program budget.*
 - A. *No funds provided by the Foundation may be used to benefit any private individual, directly or indirectly.*
 - B. *No funds provided by the Foundation may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than by making available the results of the program for nonpartisan analysis, study and research.*
 - C. *Expenses charged against this Grant may not have been incurred prior to the beginning date of the Grant nor subsequent to the ending date, and may be incurred only as necessary to carry out the purpose and activities of the approved program.*
 - D. *The Grantee is responsible for the expenditure of funds and for maintenance of adequate and proper accounting records supporting the program.*
 - E. *Grantee organizations which use animals or humans in development and/or testing of activities must provide the Foundation a written indemnification protecting the Foundation and its Trustees from any claims which may arise, and must provide evidence of authority to conduct such activities and of full compliance with applicable regulations.*
 - F. *Reports, materials, books, and articles resulting from this Grant may be copyrighted by the Grantee or the author in accordance with policies of the Grantee in order to achieve the widest dissemination of information about the program. The Peter and Elizabeth C. Tower Foundation reserves the right and Grantee acknowledges that right to a royalty-free license to use such publications.*
3. **Reversion of Grant Funds:** *The Grantee shall return to The Peter and Elizabeth C. Tower Foundation any funds not expended by the end of the Grant period and/or when any of the following conditions exists:*

The Peter and Elizabeth C. Tower Foundation

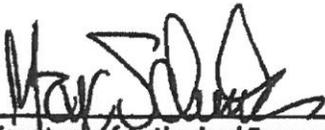
Terms of Grant

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- A. *A determination is made by the Foundation that the Grantee has not performed in accordance with these "Terms of Grant";*
 - B. *The Grantee's loss of its exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code or its classification as a private foundation under Section 509(a) of the Internal Revenue Code; or*
 - C. *The filing by the Grantee of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code or any other federal or state insolvency law, or the termination, liquidation, or dissolution of the Grantee.*
4. **Reports to the Foundation:** *Annual financial accounting of the expenditure of these Grant funds and reports on the Grant-supported program(s) are required as a condition of this Grant. These reports shall be in writing and shall be submitted within 30 days after the grant period ends. The financial report should show how the Grant funds and all other project funds have been expended during the period in compliance with the approved budget. The report should include documentation for all grant expenditures, a narrative commentary on the development of the program, observance of grant-related activities, and progress toward project goals, objectives, and outcomes. Receipt of annual reports is required as a condition of continued funding.*
- A **FINAL REPORT**, required within 60 days after the end of the Grant, should include a complete financial statement showing all funds received and expended for the program(s) covered by the Grant and a narrative report on the program(s), its outcome, and significance. The Foundation will provide a format for this report.*
5. **Limit of Commitment:** *Unless otherwise stipulated in writing, this Grant is made with the understanding that The Peter and Elizabeth C. Tower Foundation has no obligation to provide other, nor additional nor continuing, support to the Grantee beyond this Grant. This Terms of Grant constitutes the entire agreement between the parties, and supercedes any other prior oral or written communications. This Terms of Grant may only be amended in writing and not by any other course of conduct.*
6. **Responsibility of Grantee:** *The Grantee acknowledges that The Peter and Elizabeth C. Tower Foundation has no obligation or authority to control or supervise the Grantee in any way concerning the Grantee's planning or implementation of the program funded by this Grant, and that this Grant does not in any way constitute a joint venture between The Peter and Elizabeth C. Tower Foundation and the Grantee. The Grantee further acknowledges that the Grantee has sole and exclusive responsibility and authority for conducting this program, for*

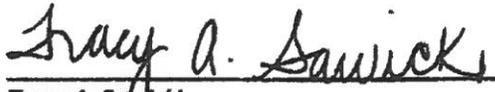
assuring the Grantee's compliance with all applicable rules in conducting this program, and for assuring that the Grantee's planning and implementation of this program does not result in personal injury or property damage to any person.

FOR THE GRANTEE: FOR THE FOUNDATION:



Signature of Authorized Representative

7/28/2016
Date



Tracy A. Sawicki
Executive Director

8/2/16
Date

C. Max Schenk, Interim Health Director
Printed Name and Title

Joan Whitney, Director of Substance Abuse Prevention Services
Name and Title of Program Director

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: City of Gloucester, Health Dept.

ACCOUNT NAME: Tower Foundation

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

CFDA # (Required for Federal Grants): N/A

DATE PREPARED: 8/15/2016

OBJECT	ORIGINAL BUDGET	APPROVED AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
45800	\$125,000.00			\$125,000.00
				\$0.00
				\$0.00
Total:	\$125,000.00	\$0.00	\$0.00	\$125,000.00
EXPENSE (5_____)				
51100	\$80,973.80			\$80,973.80
51250	\$0.00			\$0.00
51400	\$500.00			\$500.00
51720	\$1,619.48			\$1,619.48
51740	\$51.98			\$51.98
51750	\$21,071.69			\$21,071.69
51840	\$1,174.12			\$1,174.12
51860	\$7,287.65			\$7,287.65
52000	\$6,736.17			\$6,736.17
54000	\$0.00			\$0.00
57000	\$4,585.11			\$4,585.11
57100	\$1,000.00			\$1,000.00
57110	\$0.00			\$0.00
Total:	\$125,000.00	\$0.00	\$0.00	\$125,000.00

C. May School

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____ **AUDITING DEPARTMENT INITIALS** _____

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9742
FAX 978-282-3055
DLeete@gloucester-ma.gov

CITY OF GLOUCESTER
PERSONNEL DEPT

TO: MAYOR SEFATIA ROMEO THEKEN
FROM: DONNA LEETE,  HUMAN RESOURCES DIRECTOR
DATE: AUGUST 18, 2016
SUBJECT: APPROVAL

I am requesting approval to pay the attached FY'16 invoices with FY'17 funds. Please submit to the City Council for approval. These invoices were received after the July 15, 2016 deadline. If you require further information please don't hesitate to contact me.

Personnel Department charges to be paid from 2017 monies.

Bill Sanborn	6/22/2016	Travel Expense to Court	\$41.00
Bill Sanborn	6/27/2016	Residential HVAC Class	\$20.00
Madonna Fleming	6/8/2016	Travel Expense to Clerks Meeting	\$18.34
Greg Cefalo	6/27/2016	Residential HVAC Class	\$20.00
			<hr/>
2016 Charges to be paid with 2017 monies			\$99.34

XFINITY Connect

carol.mcmahon@comcast.net
+ Font Size -

2015 SHSP CCP Contract

From : Paula Krumsiek (CDA) <Paula.Krumsiek@MassMail.State.MA.US>

Tue, Aug 16, 2016 07:15 AM

Subject : 2015 SHSP CCP Contract 1 attachment**To :** carol mcmahon <carol.mcmahon@comcast.net>**Cc :** Mikael Main (CDA) <mikael.main@state.ma.us>

Your contract has been finalized and a copy has been attached to this email. Please let me know if you did not receive this copy.

*

The start date for program activities (including purchasing) is 08-15-16; the date the contract was signed by MEMA. NO GOODS/SERVICES MAY BE PROCURED BEFORE THIS DATE.

*

The end date of your contract is 04-30-17 ; no goods/services may be procured after this date. ALL GOODS AND SERVICES PROCURED MUST BE RECEIVED OR COMPLETED BY THIS DATE.

Your contract does not cross the State Fiscal Year. \$3,500.00 will be expended by 04-17-16.

MEMA's Grant Policies MEMO, Listing the various grant policies and forms, may be found on our website here:
<http://www.mass.gov/eopss/agencies/mema/resources/grants/>

This is a reimbursement-based grant program and reimbursements must be submitted to MEMA HQ no later than 5/30/17.

The reimbursement request form and instructions may be found on MEMA's website here
<http://www.mass.gov/eopss/agencies/mema/resources/grants/>.

Reimbursements must be mailed to my attention (address below). Please contact me with any questions you may have regarding this contract. For your records, the Catalog of Federal Domestic Assistance (CFDA) number of the FFY 2015 SHSP is 97.067

Thank you,

Paula Krumsiek
Grants Management Specialist
Massachusetts Emergency Management Agency (MEMA)
400 Worcester Road
Framingham, MA 01702
508-820-1424

 **201608160708.pdf**
984 KB

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): Gloucester CERT		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4,T&C): 9 Dale Ave Ste 9, Gloucester, MA 01930		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Carol McMahon		Billing Address (if different):	
E-Mail: carol.mcmahon@comcast.net		Contract Manager: Paula Krumsiek, Grants Management Specialist	
Phone: 617-730-2734	Fax:	E-Mail: Paula.Krumsiek@state.ma.us	
Contractor Vendor Code: VC6000192096		Phone: 508-820-1424	Fax: 508-820-1468
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): FY17CCP1500000GLOUCE	
		RF/Procurement or Other ID Number: 2015 SHSP CCP	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ____ Statewide Contract (OSD or an OSD-designated Department) ____ Collective Purchase (Attach OSD approval, scope, budget) X Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ____ Emergency Contract (Attach justification for emergency, scope, budget) ____ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ____ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ____ Amendment to Scope or Budget (Attach updated scope and budget) ____ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ____ Contract Employee (Attach any updates to scope or budget) ____ 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. X Commonwealth Terms and Conditions ____ 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. ____ 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.) X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended): \$ 3,500.00			
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); X 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.) Funding for this grant is provided through the FFY2015 State Homeland Security Program grant. The catalogue of Federal Domestic Assistance (CFDA) number is 97-067. The CERT intends to purchase a computer table, printer, ink, cots and CERT supplies.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X 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> . ____ 2. may be incurred as of ____, 20__, 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> . ____ 3. were incurred as of ____, 20__, 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 04-30-2017 , 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 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 SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>8/14/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Selwin R. Romeo</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>8/15/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

RECEIVED
 AUG 09 2016
 Updated 3/21/2014 Page 1 of 5



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

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Federal Fiscal Year (FFY) 2015
US DHS/FEMA State Homeland Security Program (SHSP) Citizens Corp Program (CCP)
Massachusetts Emergency Management Agency (MEMA)
Notice of Funding Opportunity (NOFO)

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Overview

Through this **competitive** Notice of Funding Opportunity (NOFO), the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from **Massachusetts Community Emergency Response Teams (CERT) and Volunteers in Police Service (VIPS) organizations who have a primary responsibility of providing support at the community (municipal or regional) level.** CERT and VIPS organizations who have a primary responsibility of serving institutions, non-profit organizations, or corporations are not eligible under this NOFO.

MEMA plans to - via this competitive grant process - make available a total of \$150,000.

MEMA has developed a population-based formula which provides the maximum funding amount an organization may request. Please refer to Appendix A: Funding Population Tiers on pg 13 for additional information.

This is a reimbursement-based grant program. Funding for this NOFO comes from the FFY 2015 HSGP (Federal Award ID#EMW 2015 SS 00076 S01; Total Federal Award Amount \$23,645,000; Federal Period of Performance 9/1/15-8/31/18; CFDA # is 97.067).

This document provides a brief overview of the FFY 2015 SHSP and specific guidance for entities applying for funds. The information included here does not provide complete details of the SHSP, its allowable and unallowable activities, equipment, or costs. **The applicant is responsible for ensuring that its proposed project fully complies with the federal and state guidance for the SHSP.** Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

Submission Process and Application Deadline

Completed applications - using the Application Template found on pgs 4-12 - must be **submitted no later than 5/31/16. Applications submitted after this date will not be accepted.**

Completed applications must be emailed to your respective MEMA Region:

MEMA Region I: MEMARegion1Grants@state.ma.us

MEMA Region II: MEMARegion2Grants@state.ma.us

MEMA Region III: MEMARegions3and4Grants@state.ma.us

MEMA Region IV: MEMARegions3and4Grants@state.ma.us

The email addresses above are to be used for application submittal only.

MEMA will conduct six (6) general informational sessions regarding this NOFO. **Attendance at these sessions is optional, but strongly encouraged. It is recommended that the program and fiscal points of contact attend these meetings.** The same information will be presented at each session. The sessions will be held:

MEMA Region I: May 9, 2016; 10:00am-12:00pm; 365 East Street, Tewksbury, MA

**MEMA Region II: May 10, 2016; 2:00pm - 4:00 pm; 12 Administration Road, Bridgewater, MA
May 10, 2016; 6:30pm - 8:30 pm: 12 Administration Road, Bridgewater, MA**

MEMA Region III: May 5, 2016; 6:00pm - 8:00 pm; 1002 Suffield Street, Agawam, MA

MEMA Region IV: May 4, 2016; 6:00pm - 8:00pm; Holden Public Safety, 1370 Main Street, Holden, MA

MEMA Headquarters: May 11, 2016; 10am-12noon; 400 Worcester Rd, Framingham

Application Template

Using this Template, provide a response to each section (as applicable) in the appropriate spaces below.

1. Entity submitting this NOFO

Type of Entity (CERT or VIPS): _ CERT _____

Entity Name: _ Gloucester CERT _____

Point of Contact: _ Carol McMahon _____

For Regional entities, please identify the communities that your organization has primary responsibility for serving: _ Gloucester, MA _____

POC Telephone: _ 978-290-1080 _____

POC Email: _ carol.mcmhon@comcast.net _____

Organization DUNS Number¹: _ 073827214 _____

NOTE: The person identified above will receive all contract-related documents and be the "Contract Manager".

Fiscal Point of Contact (if different than above)

Name: _ Same _____

Telephone: _____

Email: _____

NOTE: The Fiscal POC (if listed) will be cc'd on all contract-related documents. Involvement of your fiscal office is highly encouraged.

2. Project Period

For planning purposes only, you may use an anticipated contract start date of July 1, 2016.

All projects must be completed by April 30, 2017.

¹ All organizations must have a DUNS (Data Universal Number System) number in order to receive funds; municipal organizations should contact their Fiscal office for this 9-digit number.

3. Proposal Summary (up to 55 points)

Using the format below, please provide a clear and comprehensive summary (1 page maximum) that includes response to the items (a-f) below. All costs must be allowable under the FFY 2015 SHSP. All costs must be consistent and supportive of FEMA's National Preparedness Goal and the State Homeland Security Strategy.

- a) Provide detail on how the requested funds will be used;
- b) Identify the gap and/or capability you are seeking to address or build;
- c) Provide detail on how this project will benefit your CERT or VIPS and the community or communities it serves;
- d) Identify **and** describe how your proposal supports one (or more) of the five FEMA Mission Areas. Information on the FEMA Mission Areas may be found on FEMA's website here: <https://www.fema.gov/mission-areas>. The five Mission Areas are: Prevention; Protection; Mitigation; Response; and Recovery;
- e) Identify **and** describe how your proposal supports one (or more) of the 32 FEMA Core Capabilities. Information on the FEMA Core Capabilities may be found on FEMA's website here: <https://www.fema.gov/core-capabilities>
- f) Identify **and** describe how your proposal supports one (or more) of the six Massachusetts State Homeland Security Strategy (SHSS) Goals. The SHSS may be found on the EOPSS website here: <http://www.mass.gov/eopss/home-sec-emerg-resp/shss/>

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- a) Gloucester CERT has been trained exercised in Emergency Shelter operations. Grant funds will be used to purchase needed Mass Care Supplies used by CERT to assist with Gloucester's Emergency Shelter efforts. All equipment purchased with this grant will be portable. (Please see list of items attached) We are lacking items (such as bariatric cots) to assist with people with Access and Functional needs and other disabilities. We are lacking in adequate signage, personal care kits for adults and children, as well as multi linguistic translation facilitation. We determined that we need a wristband identification process to better identify registered shelter guests. We also are in need of a tablet and small printer/scanner/copier to assist in translations, registration and email communications.
- b) In March, 2016, Gloucester CERT had a Shelter Activation refresher training followed by a small full scale shelter activation exercise in May. During this exercise the team identified a gap of materials and supplies that we were lacking to properly respond to a request to facilitate and operate an emergency shelter operation in Gloucester. These supplies will address this gap and build the teams capability to respond to a disaster necessitating the opening of an emergency shelter.
- c) Gloucester CERT team members have been trained to assist in shelter operations by the Red Cross and has exercised this capability. The recent full scale exercise outlined a list of supplies this team will use to provide life sustaining services to our affected populations, including those with Access and Functional needs as other disabilities.
- d) The mission area this grant request supports is Response. Response comprises "the capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred."

- e) The Core Capability is Mass Care, which is to provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.
- f) The SHSS goal this grant supports is Objective 5.11. Enhance mass care services, more specifically these sections: 5.11.1. Enhance planning for mass care services. 5.11.2. Enhance mass care capabilities for AFN residents of the Commonwealth. and, 5.11.4. Build cache of supplies required for sheltering, as identified in new statewide mass sheltering strategy. These supplies will allow the CERT team to better serve shelter guests, continue to plan for and assist those with AFN and other disabilities and coordinate with neighboring communities to assist in shelter efforts.

For equipment, please state whether the item will be **fixed** or **portable**. If fixed, please identify where the item will be installed. Items that require installation may require completion of a FEMA EHP Screening Memo. (See Appendix B, pg 15 for additional information on the FEMA EHP requirements).

All equipment items must be allowable under the FFY 2015 SHSP grant program. The Authorized Equipment List may be found on-line here: <https://www.fema.gov/authorized-equipment-list>

For services, MEMA may only reimburse for costs incurred during the sub-recipient's contract period.

4. Planned Activities (up to 10 points)

Briefly describe your CERT/VIPS planned training, exercise, and planning activities for the upcoming year and how your grant proposal will support these planned activities:

- In March, 2016, Gloucester CERT had a Shelter Activation refresher training followed by a small full scale shelter activation exercise in May. This was done with members of the Ipswich CERT team observing as well as participating. During this exercise the team identified materials and supplies that we were lacking to properly facilitate and operate an emergency shelter operation in Gloucester. The materials we will purchase with this grant include items that CERT will use for shelter guests as well as guests with access and functional needs and medical needs. Lack of adequate signage has also been addressed in this grant with dry erase boards and sandwich boards. We will also use the tablet as an adjunct to the "show me tools" and as a tool for translations using the Google Translation app.
- As a result of this training and exercise, future drills the CERT will be participating in will include several functional drills regarding set up and breakdown of cots as well as bariatric cots, a drill with our MRC teams for processing guests with additional needs, the use of a wrist band accountability system for guests and a Pet Shelter opening table top

exercise. We will also be coordinating with regional MRC's and CERT's in surrounding areas. These exercises will be completed over the remainder of 2016 and into 2017. The intent is after a series of refresher trainings and exercises, CERT and Gloucester EM will engage all appropriate city departments in a large full scale drill, as well as the Regional Medical Reserve Corps, Red Cross, our local REPC and the Local Hospital.

5. Investment Priorities: (up to 10 points)

Your proposal must support one (or more) of the following investment priorities. Please identify and describe (in no more than ½ page) how your proposal builds or sustains one (or more) of the following capabilities:

- **Local and/or Regional Mass Care Capabilities** : this would include proposals to purchase emergency shelter or mass care equipment; engage in mass care planning; conduct or attend related training programs; develop shelter support teams or capabilities; and conduct related exercises.
- **CERT/VIPS Member Safety**: this would include proposals to purchase member equipment or conduct/attend trainings.
- **Trainings and Exercises for CERT/VIPS Members**: this would include proposals to conduct/attend trainings or conduct/participate in exercises.
- **Deployment /Coordination of CERT/VIPS Members**: this would include proposals to purchase equipment; conduct planning; and conduct exercises.
- **Operational Communications**: this would include proposals to purchase equipment; conduct planning; attend related training; and conduct related exercises.
- **Community Preparedness, Resilience and Public Education**: this would include proposals to purchase training and preparedness materials, training aids, equipment; develop, implement and offer preparedness programs; engage in planning; conduct or attend trainings; and conduct related exercises.

This proposal supports several the following Investment Priorities:

- **Local and/or Regional Mass Care Capabilities** : this proposal includes purchasing emergency shelter and mass care equipment; engaging in mass care planning; developing shelter support teams, (such as the animal sheltering care team, Annisquam Neighborhood team, Lanesville Neighborhood team and a proposed Magnolia Neighborhood team) and conduct related exercises.
- **Deployment /Coordination of CERT Members**: this grant includes proposals to purchase equipment; conduct planning; and conduct exercises.

6. Activity Report: (up to 10 points)

Please provide - for the last 12 months - the following:

- Total number of active² members;
- Total number of training courses offered by your organization to its members **and** the number of your organization's members who attended these training courses;
- Total number of exercises your organization participated in;
- Total number of pre-planned (e.g., Town Day, etc) community events your organization supported **and** the number of your organization's members who participated in these events;
- Total number of emergency incidents/disasters your organization supported **and** the total number of your organization's members who supported these incidents/disasters.
- **If your organization had no activity for the last 12 months please provide a brief explanation why:**

The Gloucester CERT Team was formed in 2010 and has served the community as its primary EOC operations support team. We operated in the Gloucester EOC through the 5 declared presidential disasters in Massachusetts since 2010 as well as volunteering in numerous planned events. Fortunately Cape Ann had not had to open our EOC for any unplanned events since the 2015 Blizzard season. Due to a temporary administration change in 2015, CERT was not in a position to assist in planned events where the Police Department was charged with Incident Command. However, the new 2016 City administration and Mayor has recommitted to CERT, is strongly supporting the team and has requested CERT visibility in several upcoming city wide events.

Projects our 30 active member team has been active in since January 2015 include:

- CERT team members were active participants in the Cape Ann Regional Shelter and evacuation Drill that was sponsored by NERAC in May 2015.
- CERT Annisquam Neighborhood team has been working with the Annisquam Good Neighbor organization to identify most at risk seniors and providing accommodations in private homes with generator power. After the 2015 winter storms, this team requested and received an evacuation litter to assist in removing elderly residents from their homes to safety.
- The CERT Communications team is writing a grant to obtain a generator for the Ham Radio site in Gloucester, in order to assure communications during an event as well as being a COOP site for the EOC.
- The CERT Communications team is also assisting the city in its process of becoming a "Storm Ready" community.
- CERT animal shelter team is assisting the EMD with creating and updating the Gloucester Pet shelter plan.
- Team members have assisted in maintaining Emergency Management Supplies at the EOC.
- Most recently, CERT had a Shelter Activation refresher training followed by a smaller full scale shelter activation exercise. This was done with members of the Ipswich CERT team observing as well as participating.
- As a result of this training and exercise, future drills the CERT will be participating in will include the Pet Shelter opening table top exercise and several functional drills regarding the emergency shelter.

² Active members are defined as members who have participated in at least two organization activities or events (e.g., training, exercise, deployment, etc) during the last 12 months

7. Funding:

Excluding funds received from MEMA, has your organization received any funding in the last 12 months? If yes, please provide the source and amount:

No

8. Interoperable Communications Investment Proposal (ICIP)

If your Project has an interoperable communications component, please complete the following table on pgs 9-11.

If your Project does NOT have an interoperable communications component, you do NOT have to complete the following table on pgs 9-11.

ICIP Overview

Interoperable communications projects improve the sharing of electronic information (voice, data, images, video), via radio, internet, microwave, computers, fiber optics. Interoperable Communications projects may include the purchase or modifications of radios, transmission towers and other communications related equipment. Interoperability projects may also include efforts related to communications training and exercises, education and outreach, programming radios, development of Standard Operating Procedures.

When completing the ICIP table, applicants should provide a clear description of the 'Interoperability Problem'. **As an example:**

Problem: Although Mutual Aid Agreements are in place between the applicant and its four neighboring towns for public safety support during emergencies, the towns have no common radio frequencies or Standard Operating Procedures so, radio communications cannot occur amongst the disparate radios during an emergency.

Background Information / Investment Description: It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios, reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC).

Date Received by the SWIC:		Control #		Proposed Federal Funding Source:		Proposed Federal Funding Amount:	
Committee Referred to:		Committee Chairperson:					
Investment Name:		Applicant Organization:			Applicant Signature:		
Investment Summary							
Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)				<input type="radio"/> Governance <input type="radio"/> SOP <input type="radio"/> Technology		<input type="radio"/> Training & Exercise <input type="radio"/> Usage	
Project Start Date:	Project End Date:	Is an Environmental & Historic Preservation (EHP) review required for this project?					
Applicant Contact Name:	Phone:	Email:			Address:		
Review Status					SIEC Member Signature		Date
Assigned to Committee							
Estimated Review Date							
Committee Recommendation to the Executive Management Committee		Approval	Denial	Amend			
Executive Management Committee Recommendation		Approval	Denial	Amend			
SIEC Recommendation		Approval	Denial	Amend			
Applicant notified of Recommendation							

Communications Interoperability Problem Description-		
Background Information / Detailed Investment Description-		
Expected Outcomes- Describe the communications interoperability gaps that will be addressed		
SCIP Goal- Identify each SCIP goal that this investment will support and describe how that support will be accomplished. See Appendix for a listing of SCIP goals.	Goal	Describe support
	Governance	
	SOP	
	Technology	
	Training & Exercise	
	Usage	
Ownership- Identify the proposed owners of all assets procured with this investment (add additional lines as needed)	Organization	Asset Description
Usage Plan- Describe the usage plan for the equipment / project-		

Disciplines- <ul style="list-style-type: none"> • Identify each responder discipline that will enhance its communications interoperability from this investment • Describe the interoperability enhancement • Equipment items allowable under the CCP will be allowable under SHSP 		
	Discipline	Enhancement
Please use the following abbreviations to represent the corresponding discipline:	LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ - HAZMAT; PW - Public Works; PH - Public Health; GA - Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other	
Multi-Jurisdictional Interoperability- All investments must provide interoperability between two or more jurisdictions. Identify each jurisdiction that will achieve interoperability from this investment.		

9. Budget Detail (up to 15 points)

MEMA has developed a population-based formula which identifies the maximum funding amount an organization may request. Please refer to Appendix A: Funding Population Tiers on pg 13 for additional information.

Funding Population Tier Number: _____ 2 _____

Amount of SHSP funding REQUESTED: \$__ 3,500.00 _____

The Budget **must** align with your Proposal Summary (#3); **and** equal your requested funding amount; **and** may not exceed your population-based maximum award amount.

All costs must be identified below. Insert additional rows if needed. For equipment, list the SHSP or CCP Authorized Equipment List Reference number: <https://www.fema.gov/authorized-equipment-list>

Applicants may include up to, but no more than, five (5) % of their request for 'Management and Administration' (M&A) costs. M&A activities are those defined as directly relating to the management and administration of SHSP funds, such as financial management and monitoring.

9a. Budget Detail for Period: July 1, 2016 – April 30, 2017

Complete this budget table to identify costs from 7/1/16 – 4/30/17

Cost Category (Planning, Organizational, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
Equipment	Cots	04-HW-01-HHCD	3	\$200	\$600.00
Equipment	Computer tablet, printer and ink	04-HW-01-HHCD	1	\$1524.53	\$1524.53
Equipment	See attached list	21 GN-00-cceq			\$1230.57
shipping		21GN-00-SHIP		\$144.90	\$144.90
				\$	\$
				\$	\$
				\$	\$
				\$	\$
GRAND TOTAL					\$3,500.00

City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2017

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

APPROPRIATION # 2017-SA- 1 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ DPW

APPROPRIATION AMOUNT: _____ \$50,000.00

Account to appropriate from: MUNIS ORG - OBJECT _____ 6000-328000
MUNIS ACCOUNT DESCRIPTION _____ Water Construction Renewal

Balance Before Appropriation	\$	362,000.00
Balance After Appropriation	\$	312,000.00

Account Receiving Appropriation: MUNIS ORG - OBJECT _____ 0147058-585000
MUNIS ACCOUNT DESCRIPTION _____ Public Service- Equipment

Balance Before Appropriation	\$	-
Balance After Appropriation	\$	50,000.00

DETAILED ANALYSIS OF NEED(S): Funds needed for purchase of new excavator to be used by Water & Public Services departments.

APPROVALS:

DEPT. HEAD: _____ DATE: 15 Aug 16

ADMINISTRATION: _____ DATE: 8/17/16

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2017**

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

APPROPRIATION # 2017-SA- 2 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ DPW _____

APPROPRIATION AMOUNT: _____ \$17,365.00 _____

Account to appropriate from: *MUNIS ORG - OBJECT* _____ **32085-596001** _____
MUNIS ACCOUNT DESCRIPTION _____ **Highway Force Acct.** _____

Balance Before Appropriation	\$	_____	69,000.00
Balance After Appropriation	\$	_____	51,635.00

Account Receiving Appropriation: *MUNIS ORG - OBJECT* _____ **0 147058-585000** _____
MUNIS ACCOUNT DESCRIPTION _____ **Public Service- Equipment** _____

Balance Before Appropriation	\$	_____	-
Balance After Appropriation	\$	_____	17,365.00

DETAILED ANALYSIS OF NEED(S): Funds needed for purchase of new excavator to be used by Water & Public Services departments.

APPROVALS: 

DEPT. HEAD: _____ DATE: 15 AUG. 16

ADMINISTRATION: _____ DATE: 8/17/16

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____



**CITY OF GLOUCESTER 2016
CITY COUNCIL ORDER**

ORDER: CC#2016-039
COUNCILLORS: Melissa Cox, Sean Nolan

DATE RECEIVED BY COUNCIL: 08/23/16
REFERRED TO: B&F & DPW Director
FOR COUNCIL VOTE:

ORDERED that the Beach and Stage Fort Park Regulations, Article III “Miscellaneous Restrictions” be amended by **ADDING** “No smoking will be permitted on city beaches at any time” in order to protect the health of the public; and to determine whether a fine shall be imposed for violation of this regulation; and

FURTHER ORDERED this matter be referred to Budget & Finance Standing Committee and the Director of the Department of Public Works for review and recommendation.

Melissa Cox
Ward 2 Councillor

Sean Nolan
Ward 5 Councillor