

CITY CLERK
GLOUCESTER, MA
15 MAY 28 AM 8:03



GLOUCESTER CITY COUNCIL
Ordinances & Administration Committee
Monday, June 1, 2015 – 6:00 p.m.
1st Fl. Council Committee Room – City Hall
AGENDA

(Items May be taken out of order at the discretion of the Committee)

1. *Appointments:*

Clean City Commission	TTE 02/14/18	Donna Ardizzoni (Cont'd from 05/18)
Gloucester Housing Authority	TTE 02/14/20	Scott B. Duffany
Historic District Commission	TTE 02/14/18	Jessica Mulcahy (Cont'd from 05/18)
Stage Fort Park Advisory Committee	TTE 02/14/18	Frederick J. Geisel (rep. for neighborhood abutting park)

2. ***Memorandum from General Counsel & pertinent material re: proposed Ordinance for the creation of the Stage Fort Dog Park Commission (Cont'd from 05/18/15)***
3. ***Memorandum from General Counsel & the Inter-Municipal Agreement with the Towns of Rockport and Manchester-by-the-Sea re: District Veterans' Services Office***
4. ***CC2015-006 (Fonvielle) Request O&A & Traffic Commission review existing parking restrictions in GCO Sections 22-270 & 22-291 for Kondelin Road from its intersection with Magnolia Avenue for its entire length and to review existing signage for consistency with GCO c. 22 (Cont'd from 05/18/15)***
5. ***CC2015-018 (Cox) Amend GCO c. 21 "Streets, Sidewalks and Other Public Places" be amended by ADDING a new section entitled, "Sec. 21-13. Obstructions"***

COMMITTEE
Councillor Robert Whynott, Chair
Councillor Robert Stewart, Vice Chair
Councillor Joseph Ciolino

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

CC: Mayor Theken
Jim Destino
Linda T. Lowe
Chip Payson
Adam Curcuru

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

City Hall
Nine Dale Avenue
Gloucester, MA 01930



CITY OF GLOUCESTER
OFFICE OF THE MAYOR

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

May 6, 2015

Ms. Donna Ardizzoni
Circle Consulting Group
P. O. Box 5506
Gloucester, MA 01930

Dear Donna:

As you know, my Administration is working to reconstitute the Clean City Commission, and I appreciate your interest in once again volunteering your time to serve on this important commission. I am pleased to appoint you to a three year term on the **Clean City Commission** and so that you may attend and vote at meetings until your appointment is finalized, I have issued you a 90-day temporary appointment.

Your appointment will be forwarded to the City Council for their meeting of May 12, 2015, at which time it will be referred out to the Ordinance and Administration subcommittee. You will be notified by the Clerk of Committees as to the date on which your appointment will be reviewed by the O&A Committee.

Please report to the City Clerk's office at your earliest convenience to pick up your appointment card and be sworn in.

On behalf of the City of Gloucester, I greatly appreciate your dedication to public service and look forward to continuing to work with you in the coming years to help make Gloucester a better place for all of us to live.

If you have any questions or if you require additional information, please feel free to contact my office.

Thank you again.

Sincerely,

Sefatia Romeo Theken
Mayor

cc: Mayor's Report to the City Council

May 6, 2015

Dear Sefatia:

This email is with regard to serving on the Clean City Commission. It would be an honor to volunteer for this commission.

If further information is required, please feel free to contact me.

Thank you for considering me.

Sincerely,

Donna Ardizzoni

**Donna Ardizzoni
Business Manager
Circle Consulting Group
PO Box 5506
Gloucester, MA 01930
978-526-9222
donna@circleconsulting.com**

DIVISION 9. - **CLEAN CITY COMMISSION**

Sec. 2-502. - Policy.

It is hereby declared to be the public policy of the city to create and maintain a clean environment and to encourage all persons living and working within the city to keep the city beautiful.

(Ord. No. 20-1996, § I, 7-9-1996)

Sec. 2-503. - Established; terms; compensation.

(a)

There shall be in the city a commission known as the "Gloucester Clean City Commission," hereinafter called the commission, which shall consist of seven members and two alternates appointed by the mayor and approved by the city council, to serve without compensation.

(b)

The commissioners shall be appointed from a list developed by the mayor through an application process, which shall include public notice as provided in Charter, § 7-6. Said list shall be updated as vacancies on the commission occur. All such appointments by the mayor shall be confirmed by the city council.

(c)

The commissioners shall serve a term of three years; provided, however, that of the members first appointed to the commission, one shall be appointed to a term of one year, two shall be appointed to a term of two years, and two shall be appointed to a term of three years. Thereafter, the mayor shall appoint each successor to a term of three years. In the event of the death or resignation of any member, a successor shall be appointed to serve for the unexpired term for which the member has been appointed.

(d)

The loss of office by a commissioner due to excessive absence shall be governed by Charter, § 7-14.

(Ord. No. 20-1996, § I, 7-9-1996; Ord. of 10-9-2001(01), § I)

Sec. 2-504. - Qualifications of commissioners.

(a)

Commissioners shall be residents of the city at the time of their appointment and throughout their tenure.

(b)

Commissioners shall be representative of the citizens of the city and may include residents of each of the five wards in the city as well as members of the business and public school communities.

(c)

Commissioners shall swear to uphold the laws of the United States, the commonwealth and the city.

(Ord. No. 20-1996, § I, 7-9-1996)

Sec. 2-505. - Election of chairperson; rules of procedure; quorum.

(a)

The members of the commission shall elect annually a chairperson from among its members, who shall not hold that office for more than three consecutive terms.

(b)

Subject to the approval of the mayor, the commission shall adopt rules of procedure for its administration, which are consistent with the laws of the commonwealth and ordinances of the city.

(c)

Three members shall constitute a quorum for the purpose of conducting business.

(Ord. No. 20-1996, § I, 7-9-1996)

Sec. 2-506. - Purposes.

The purposes of the commission shall be to keep the city beautiful by the following ways:

(1)

Organize and direct volunteer efforts to keep the city beautiful;

(2)

Keep the mayor and the appropriate city departments informed of the maintenance and beautification needs of public property;

(3)

Work with all city departments, including:

a.

The department of public works;

b.

about:blank

*Clean City Commission
Continued*

c.

The school department;

d.

The conservation commission; and

e.

The waterways board.

(Ord. No. 20-1996, § I, 7-9-1996)

Sec. 2-507. - Powers and duties.

The powers and duties of the commission shall include the following:

(1)

To support and assist all city departments in their efforts to maintain a safe and clean environment;

(2)

To submit reports to the mayor and the appropriate city departments concerning the matters set forth in section 2-506;

(3)

To submit plans for resolving problems, concerning the matters set forth in section 2-506, to the mayor and the appropriate city departments; and

(4)

To render to the mayor, the city council and the appropriate city departments a full written report of its activities and its recommendations, not less than once a year.

(Ord. No. 20-1996, § I, 7-9-1996)

*Clear City Commission
Continued*

City Hall
Nine Dale Avenue
Gloucester, MA 01930



CITY OF GLOUCESTER
OFFICE OF THE MAYOR

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

May 20, 2015

Mr. Scott B. Duffany

Dear Scott:

Thank you for your interest in serving on the **Gloucester Housing Authority**. I am pleased to appoint you to a five year term on the **Gloucester Housing Authority** as the Labor Representative, pursuant to MGL Chapter 121B, Section 5. Your appointment will be sent to the City Council for their meeting of May 26, 2015 and will be referred out to the next Ordinance and Administration subcommittee meeting. You will be notified by the Clerk of Committees as to the date on which the O&A Committee will review your appointment.

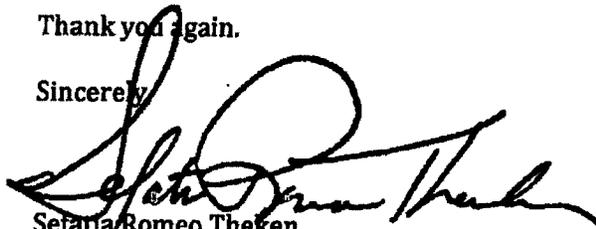
In order for you to attend and vote at meetings until your appointment confirmation is finalized, I have issued you a 90 day temporary appointment, effective May 20, 2015. Please report to the City Clerk's office to pick up your appointment card and be sworn in at your earliest convenience.

On behalf of the City of Gloucester, I greatly appreciate your willingness to volunteer your valuable time to this public service and look forward to continuing to work with you in the coming years to help make Gloucester a better place for all of us to live.

If you have any questions or if you require additional information, please feel free to contact my office.

Thank you again.

Sincerely,



Serafin Romeo Theken
Mayor

cc: Mayor's Report to the City Council
David Houlden, Executive Director, Gloucester Housing Authority



PART I ADMINISTRATION OF THE GOVERNMENT

TITLE XVII PUBLIC WELFARE

CHAPTER 121B HOUSING AND URBAN RENEWAL

Section 5 Membership; appointment; election; term of office

Section 5. Every housing and redevelopment authority shall be managed, controlled and governed by five members, appointed or elected as provided in this section, of whom three shall constitute a quorum.

In a city, four members of a housing or redevelopment authority shall be appointed by the mayor subject to confirmation by the city council; provided, that, the members shall be appointed to serve for initial terms of one, two, four and five years, respectively.

In a town, four members shall be elected by the town; provided, that of the members originally elected at an annual town meeting, the one receiving the highest number of votes shall serve for five years, the one receiving the next highest number of votes, for four years, the one receiving the next highest number of votes, for two years, and the one receiving the next highest number of votes shall serve for one year; provided, that upon the initial organization of a housing or redevelopment authority, if a town so votes at an annual or special town meeting called for the purpose, four members of such an authority shall be appointed forthwith by the selectmen to serve only until the qualification of their successors, who shall be elected at the next annual town meeting as provided above.

In a city or town, one member of a housing or redevelopment authority shall be appointed by the department for an initial term of three years.

Thereafter, as the term of a member of any housing or redevelopment authority expires, his successor shall be appointed or elected, in the same manner and by the same body, for a term of five years from such expiration. Membership in a housing or redevelopment authority shall be restricted to residents of the city or town.

In a city, one of the four members of a housing authority appointed by the mayor shall be a resident of that city and shall be a representative of organized labor who shall be appointed by the mayor from a list of not less than two nor more than five names, representing different unions submitted by the Central Labor Council, AFL-CIO and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America of the city or of the district within which the city is included. If no such list of names is submitted within sixty days after a vacancy occurs, the mayor may appoint any representative of organized labor of his own choosing to the authority. In a city, one of the four members of a housing authority appointed by the mayor shall be a tenant in a building owned and operated by or on behalf of the local housing authority who shall be appointed by the mayor from lists of names submitted by each duly recognized city-wide and project-wide tenants' organization in the city. A tenants' organization may submit a list which contains not less than two nor more than five names to the mayor who shall make his selection

from among the names so submitted; provided that, where no public housing units are owned and operated by the local housing authority and no such units are owned and operated on behalf of the local housing authority, the mayor shall appoint any tenant of the housing authority from lists submitted in accordance with this section. If no list of names is submitted within sixty days after a vacancy occurs, the mayor shall appoint any tenant of his choosing to the authority. The mayor shall notify in writing tenant organizations as specified herein not less than ninety days prior to the expiration of the term of a tenant member. Whenever a vacancy occurs in the term of a tenant member for any reason other than the expiration of a term, the mayor shall notify in writing the tenant organizations specified herein within ten working days after the vacancy occurs. The mayor shall make an appointment within a reasonable time after the expiration of sixty days after said notice.

Vacancies, other than by reason of expiration of terms, shall be filled for the balance of the unexpired term, in the same manner and by the same body, except elected members in towns whose terms shall be filled in accordance with the provisions of section eleven of chapter forty-one. Every member, unless sooner removed, shall serve until the qualification of his successor.

As soon as possible after the qualification of the members of a housing or redevelopment authority the city or town clerk, as the case may be, shall file a certificate of such appointment, or of such appointment and election, as the case may be, with the department, and a duplicate thereof, in either case, in the office of the state secretary. If the state secretary finds that the housing or redevelopment authority has been organized and the members thereof elected or appointed according to law, he shall issue to it a certificate of organization and such certificate shall be conclusive evidence of the lawful organization of the authority and of the election or appointment of the members thereof.

Whenever the membership of an authority is changed by appointment, election, resignation or removal, a certificate and duplicate certificate to that effect shall be promptly so filed. A certificate so filed shall be conclusive evidence of the change in membership of the authority referred to therein.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9700
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stheken@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

May 6, 2015

Ms. Jessica Mulcahy
33 Middle Street
Gloucester, MA 01930

Dear Jessica:

Thank you for your interest in serving on the City of Gloucester's **Historic District Commission**. I am pleased to appoint you to a three year term on the Historic District Commission and so that you may attend and vote at meetings until your appointment is finalized, I have issued you a 90-day temporary appointment.

Your appointment will be forwarded to the City Council for their meeting of May 12, 2015, at which time it will be referred out to the Ordinance and Administration subcommittee. You will be notified by the Clerk of Committees as to the date on which your appointment will be reviewed by the O&A Committee.

Please report to the City Clerk's office at your earliest convenience to pick up your appointment card and be sworn in.

On behalf of the City of Gloucester, I greatly appreciate your dedication to public service and look forward to continuing to work with you in the coming years to help make Gloucester a better place for all of us to live.

If you have any questions or if you require additional information, please feel free to contact my office.

Thank you again.

Sincerely,

A handwritten signature in black ink, appearing to read "Sofatia Romeo Theken". The signature is fluid and cursive, written over the word "Sincerely,".

Sofatia Romeo Theken
Mayor

cc: Mayor's Report to the City Council.

Christine Pantano

From: Jessica Mulcahy <jmulcahy100@gmail.com>
Sent: Saturday, May 02, 2015 10:11 PM
To: Sefatia Romeo Theken
Subject: Opening on the Historic Committee
Attachments: JM-2015.docx

Dear Mayor Romeo-Theken,

I understand that there is an opening on the Historic Committee. Being a resident of Gloucester, a relatively new student of its rich history and a homeowner in the Historic District, I respectfully submit my name for consideration to fill the seat. I hope I can be of assistance to you and the vision you have for our great city. The changes you have implemented have made Gloucester come together and alive and I look forward to being part of this renaissance of community spirit.

Best,
Jessica Mulcahy

Jessica Mulcahy
E-mail: jmulcahy100@gmail.com

EDUCATION

M. A. Cultural Anthropology, University of Florida, Gainesville, FL. May, 2002.

A. B. Cultural Anthropology, Bryn Mawr College, PA. 1996.

PROFESSIONAL EXPERIENCE

Senior Manager, Research & Evaluation Success Measures. (2010 – present) NeighborWorks® America, Boston, MA, 2010- present

- Design and manage evaluation projects related to foundations and intermediaries including: five year summative outcome evaluation of a foundation unit's impact on equity in 10 metro regions; 3-year evaluation to understand the extent to which age-friendly practices were embedded into organizational practice; and an 18-month mixed-methods pilot to determine how primary level data might be collected citywide at the neighborhood level.
- Develop and manage multi-site projects for participatory development of outcome indicators and data collection instruments for Success Measures.

Project Manager, Success Measures. NeighborWorks® America, Washington, D.C., 2006 - 2009

- Provided technical assistance, training and coaching in participatory outcome evaluation to community-based organizations nationwide.
- Managed the technological development of the Success Measures Data System.
- Developed and manage multi-site projects for participatory development of outcome indicators and data collection instruments for Success Measures.
- Develop and implement multi-site evaluations
- Develop and present marketing presentations to funders and potential clients for Success Measures.
- Manage funder relationships related to client portfolio.

Research Associate. McAuley Institute, Silver Spring, MD, 2003-2004

- Developed and delivered participatory planning and evaluation on-site training and technical assistance to community-based organizations nationwide.
- Completed statistical analysis using SAS for evaluation data from 10 sites that had completed evaluation of a lead safety community program sponsored by the Center for Environmental Health Research Center.

Program Coordinator. Community Partnership Center (CPC), Knoxville, TN, 2001-2003

- Managed the ongoing development of both the Participatory Research and Planning Program and the Youth in Development Initiative.
- Developed and implemented youth programming integrating arts and literacy for underserved youth, including: *Life Pixx*, *Academically Correct*, and *Community Legal Education* and program curricula for Boys and Girls Club and Urban League of Knoxville.

Director. Community Outreach Partnership Center (COPC), Gainesville, FL, 2000-2001

- Managed day-to-day operation of COPC and oversaw all programs.
- Collaborated with non-profit groups, community organizations, and University of Florida (UF) and City administrators to secure and coordinate resources for community efforts.
- Raised \$300,000 for programs.
- Developed and implemented community programs including: *Get It Read 2U*, *Home Repair Day*, *Citizen*

Leadership Training Course. Developed educational programming, including: *Mind Over Matter Mentoring Program* and *Hip Hop Summer Literacy Course.*

- Trained University of Florida undergraduate students in cultural competency and instructional methods in preparation for working with youth in underserved communities.

PUBLICATIONS

- Ragsdale, K., Anders, J.T. & Philippakos, E. (2007). Migrant Latinas and brothel sex work in Belize: Sexual agency and sexual risk. *Journal of Cultural Diversity*, 14(1), 26-34.
- Seitz, V., Hebert, T., Anders, J.T., Hansen, L., (Eds.) (2002) *Engaged Communities: Principles for Public Participation in Civic Renewal and Community Development.* University of Tennessee Press.
- Ragsdale, K. & Anders, J.T. (1999). The *muchachas* of Orange Walk Town, Belize. In K. Kempadoo, (Ed.), *Sun, Sex, and Gold: Tourism and Sex Work in the Caribbean.* Boulder: Rowman & Littlefield.
- Ragsdale, K. & Anders, J.T. (1998). The *muchachas* of Orange Walk Town and sex work in Belize. In K. Kempadoo and C. Mellon (Eds.), *The Sex Trade in the Caribbean.* Boulder: The Sex Trade in the Caribbean Project Steering Committee, University of Colorado, Boulder.

VIDEO EXPERIENCE

- 2006 Anders, J.T., *Mergence: Multiracial Identity for the Post Civil Rights Generation* (90 minutes, rough cut)
- 2003 Anders, J.T., *Women as a Force for Change: Highlights from the McAuley Institute's Annual Conference* (27 minutes), for McAuley Institute's National Conference, San Francisco, CA
- 2002 Anders, J. T., *Adult Literacy and Arts Program: Promotional Video*, for Carpet Bag Theater Company, Knoxville, TN (14 minutes)
- 2002 Anders, J.T., *Police, Law and Justice: Youth Exploring Their Relationships to Adults and the Media* (32 minutes).

COMMUNITY SERVICE

Facilitator, stakeholder engagement meetings. Pyramid Atlantic Art Center. Silver Spring, MD 2008

Videographer. www.Coalition121.org, Washington D.C. Metro area, 2007

Board Member and Adult leader. (Board Chair 2006-2007) Ghandi Brigade, Silver Spring, MD, 2006-2008

Education Program Consultant. Carpet Bag Theater Company Knoxville. TN, 2001-2003

Board Member. Boys and Girls Club Advisory Board Knoxville, TN, 2001-2003

Volunteer Videographer. Instructor, Adult Literacy through the Arts, Carpet Bag Theater Company, Knoxville, TN 2001-2002

Lighting Designer. "Senor Taco" Carpet Bag Theater Company, Knoxville, TN 2001

Organizational Representative. Affordable Housing Coalition of Gainesville. FL, 1999-2001

Board Member. Volunteer Center Board for United Way Gainesville, FL, 1998-2000

Tutor. Community Reach Out Program (CROP), Gainesville, FL 1997-1998

Video Instructor. View Our Voices (Pictures for Porters), Gainesville, FL, August 1996-December 1997, June 1998-December 1999

Sec. 16-62. **Historic district commission**—Established; membership; term of office; office.

(a)

There is hereby established, under M.G.L. c. 40C, a historic district commission with all the powers and duties of a historic district commission specified in M.G.L. c. 40C.

(b)

The historic district commission shall consist of seven regular members and two alternate members, appointed by the mayor, subject to confirmation by the city council who shall serve staggered terms of three years. The commission shall include one regular member appointed from two nominees submitted by the Cape Ann Historical Association, one regular member appointed from two nominees submitted by the Boston chapter of the American Institute of Architects and one regular member appointed from two nominees submitted by the Cape Ann Board of Realtors. Two regular members of the commission shall be owners of property within a historic district in the city. All members of the commission, with the exception of that member nominated by the Boston chapter of the American Institute of Architects, shall be residents of the city. Vacancies shall be filled by appointment for the unexpired term. In case of the absence, inability to act or unwillingness to act because of self-interest on the part of a member of the commission, his place shall be taken by an alternate member designated by the chairperson. Each member and alternate shall continue in office after the expiration of his term until his successor is duly appointed and qualified. All members shall serve without compensation.

(c)

The historic district commission shall elect annually a chairperson and vice-chairperson from its own number and a secretary from within or without its number.

(Ord. of 5-24-1977, § 4)

Cross reference— Boards, commissions, councils and committees, § 2-400 et seq.

State law reference— Municipal authority to establish historic district commission, M.G.L. c. 40C, § 4.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



CITY OF GLOUCESTER
OFFICE OF THE MAYOR

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

May 20, 2015

Mr. Frederick J. Geisel
15 Steep Hill Drive
Gloucester, MA 01930

Dear Mr. Geisel:

Please accept my sincere thanks for your interest in serving on the newly-formed **Stage Fort Park Advisory Committee**. I am pleased to appoint you to a three term on this important committee and will be forwarding your appointment to the City Council for their meeting of May 26, 2015. Your appointment will be referred to the next Ordinance and Administration subcommittee meeting, and you will be notified by the Clerk of Committees as to the date on which the O&A Committee will review your appointment.

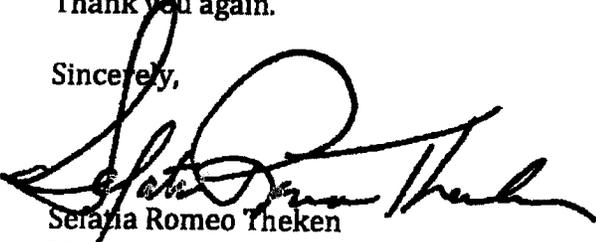
Until your appointment confirmation is finalized by the City Council, I have issued you a 90 day temporary appointment. Please report to the City Clerk's Office at your earliest convenience to pick up your appointment card and be sworn in.

On behalf of the City of Gloucester, I greatly appreciate your dedication to public service and look forward to working with you in the coming years to help make Gloucester a better place for all of us to live.

If you have any questions or if you require additional information, please feel free to contact my office.

Thank you again.

Sincerely,



Serafia Romeo Theken
Mayor

cc: Mayor's Report to the City Council

FREDERICK J. GEISEL, PE

15 STEEP HILL DRIVE
GLOUCESTER, MA 01930

PHONE 978-281-8160 fgeisel@yahoo.com

Mayor Sefatia Romeo Theken
City Hall
9 Dale Avenue
Gloucester, MA 01930

May 18, 2014

RE: Stage Fort Park Committee

Dear Mayor Theken,

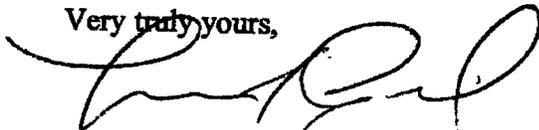
I have just become aware of a committee being formed to study and address the uses of Stage Fort Park. I have an interest in serving on such a committee. My family and I have been residents of the Stage Fort Park neighborhood for the past 25 years and have visited and utilized the park extensively since we moved to Gloucester in 1984.

I am a professional civil engineer and have conducting my civil engineering business out of Gloucester for the past seventeen years. I have solid knowledge and experience in land development, land planning, conservation, and the care and maintenance of public facilities. I have a deep and thorough knowledge of the community and the people who serve the City. I have developed a good working relationship with the City Departments and many of the personnel.

As, I have represented both municipalities and private clients involved in environmentally and politically sensitive projects throughout New England. I have appeared before many municipal boards and state and federal agencies representing both private and municipal clients. I have served as a consultant to conservation commissions and planning boards in reviewing a multitude of proposed projects. Throughout my experience, my listening and presentation skills in both written and oral presentations have been well received and complimented.

I thank you for your consideration.

Very truly yours,



Frederick J. Geisel, PE

FREDERICK J. GEISEL, P.E.
PRINCIPAL

EDUCATION: BS In Civil Engineering / Tufts University
MS in Civil & Environmental Engineering / University of Cincinnati
MBA in Management / Northeastern University

REGISTRATIONS: Registered Professional Engineer in Massachusetts and New Hampshire
Licensed Construction Supervisor in Massachusetts

PROFESSIONAL

ORGANIZATIONS: American Society of Civil Engineers
National Society of Professional Engineers, AWWA

EXPERIENCE: Mr. Geisel has over 35 years of experience in the performance of Civil Engineering studies, design, and construction of single family home subdivisions, multifamily housing projects, stormwater management systems, wastewater collection and treatment systems, water transmission and storage facilities, transportation projects, commercial and industrial parks, and institutional projects.

Mr. Geisel has been a professional engineer in private practice for the past seventeen years. Previously Mr. Geisel was an owner and partner with GCG Associates and a project engineer and principal with Green International Affiliates. He is currently providing independent engineering services on a consulting basis to municipal and private clients throughout Massachusetts and Southern New Hampshire.

Mr. Geisel's experience includes 6 years of service on the Gloucester Conservation Commission as member and chairman. Mr. Geisel has also served as a consultant to the Gloucester Conservation Commission Salem, Mass. Planning Board and Conservation Commission, the Boxford Planning Board, the Millis Conservation Commission, the Westford Planning Board and Conservation Commission, and the Waltham Conservation Commission in the review of development projects, drainage design and compliance with the DEP Stormwater Management Guidelines, compliance with the DEP Wetlands Protection Act, review of traffic studies, compliance with Zoning Rules and Regulations, and Planning Board Rules and Regulations

RELEVANT PROJECTS:

- Gloucester, MA – Design and permitting of six unit duplex townhouse housing project. Project involves partial restoration of previously filled tidelands and clean-up of former construction demolition site. Stormwater management facilities guaranteed that the project would have a positive impact on the environment.
- Gloucester, MA – Design, permitting and construction of several residential additions on properties with significant land restrictions, including wetlands, topography, and lot size and shape.
- Canton, MA – Design and permitting consultant for a single family residential development. Project included clean-up of former landscape nursery site. Designed and coordinated extensive stormwater management system that included an artificial wetlands polishing pond.
- Quincy, MA - Design consulting and permitting of eight unit townhouse. Project was designed as an infill site in an existing multi-family neighborhood.
- Boxford, MA – Comprehensive review of proposed 40 unit townhouse development proposed for environmentally sensitive site. The site was recently denied site approval due to limited single steep access, unmitigated stormwater runoff and drainage issues, and inadequacy of the site to support both a public water supply and sewage disposal on the limited site.
- Rochester, NH – Design, permitting and construction of four multi-family developments totaling over 200 housing units. Design included major extensions of water and sewer infrastructure and comprehensive stormwater management.
- Peabody, MA – Design, permitting and construction of Jubilee Drive industrial park. The acquisition of the abandoned Route 128 corridor, allowed the City of Peabody to continue to attract major industrial and commercial businesses. Mr. Geisel provided design and coordination for six new businesses to locate in this modern convenient park.
- Gloucester, MA – Review of proposed commercial and subsequent residential development on filled marshland adjacent to Good Harbor Beach. Project has sought permits for over 20 years. We have been involved in a comprehensive review of this project, providing insight and comments to local and state review agencies.
- Topsfield, MA – Review of 40B Comprehensive Permit for high density (48-unit) residential development. Our review included the inadequacy of the site to handle the intensity of development, with inadequate stormwater management and sewage disposal for the magnitude of the project. The project was just recently overturned in Superior Court.



Gloucester City Council
CERTIFICATE OF VOTE
Certificate Number: 2014-232

The Gloucester City Council, at a special meeting held on Tuesday, June 24, 2014 at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

IN CITY COUNCIL:

MOTION: On a motion by Councilor Verga, seconded by Councilor Whynott, the City Council voted by ROLL CALL 8 in favor, 0 opposed, 1 absent, to Amend GCO Chapter 15 "Parks and Recreation" by DELETING Sections 15-15 and 15-16 concerning the Recreation Committee and by ADDING new Sections 15-1, 15-2 and 15-3 creating a Stage Fort Park Advisory Committee as follows:

Section 15-1. Stage Fort Park Advisory Committee – Purpose.

(a) In recognition of the continuing need for oversight in the city's ownership, operation and maintenance of Stage Fort Park so its full recreational utilization can be sustainably realized and its integrity as a natural resource for the entire community can be fully protected, the Stage Fort Park Advisory Committee is established.

(b) The committee shall undertake but not be limited to the following activities:

- (1) Recommend an overall and coordinated program for the use of the recreational and other facilities at Stage Fort Park that balances the needs of all parties seeking to use the Park.
- (2) Review and make recommendations upon plans for the proposed maintenance or capital improvements to any of the facilities or property contained within the park and to provide advisory oversight to the execution of such plans.
- (3) Recommend programs and activities which can generate revenue streams that can be dedicated to the maintenance or improvement of the property or facilities within the Park.

Section 15-2. Composition; requirements; tenure.

(a) The Stage Fort Park Advisory Committee shall consist of up to nine members, one of whom shall be the DPW Director or his designee and one of whom shall be a City Councilor appointed by the Council President. The remaining members shall be residents of the City who shall be appointed by the Mayor and approved by the Council under the City Charter to a term of three years. One of the members shall be a resident of the neighborhood abutting the park, and two of the members shall be at-large residents of the City. The other members shall represent the interests of the Gloucester Rotary Club, Gloucester Dog Park, Gloucester Little League, the Friends of Stage Fort Park, recreation, and gardening/landscaping.

Section 15-3. Assistance of city officials, boards and employees.

The Committee shall receive regular support from the Department of Public Works, the Open Space and Recreation Committee, and the Conservation Commission staff, as well as other support as needed.


Linda T. Lowe, City Clerk

Date: JUN 26 2014

APPROVED BY THE MAYOR


Carolyn A. Kirk, Mayor

SIGNED THIS 27 DAY OF June, 2014

VETOED BY THE MAYOR


Carolyn A. Kirk, Mayor

All Ordinances shall become effective 31 days after passage except
Emergency Orders and Zoning Amendments shall become effective the next day.

**CITY OF GLOUCESTER
LEGAL DEPARTMENT**

Memorandum

TO: Mayor Sefatia Romeo Theken

FROM: Charles J. Payson 
General Counsel

RE: Proposed Ordinance for the Stage Fort Dog Park and its Commission

DATE: April 7, 2015

The board of directors for the Stage Fort dog park has requested that the City formally assume the responsibility and liability for the Stage Fort Dog Park which was created by City Council vote on March 11, 2014.

In order to achieve the aforementioned request, attached please find 1) a new ordinance that includes a) amendments to the ordinance created on March 11, 2014 establishing the Stage Fort Dog Park, b) additional language creating a Stage Fort Dog Park Commission, and c) additional language addressing annual reports, funding and ownership; and 2) a copy of the Certificate of Vote from March 11, 2014 for reference.

Please forward this packet of material to the City Council for their review and consideration.

Thank you.

Attachments

Request to amend the Gloucester City Ordinance chapter 4 "Animals," Article II "Dogs," Section 4-16(d) "Off Leash Dog Areas" by striking the subsection approved on March 11, 2014 under Gloucester City Council Certificate of Vote number 2014-091 and inserting in place thereof the following:-

DIVISION __. - GLOUCESTER STAGE FORT DOG PARK COMMISSION

• **Sec. _-___. - Stage Fort Dog Park establishment; use; prohibitions; violations.**

(a) There is established an enclosed dog park at Stage Fort Park known for the use and enjoyment of the licensed dogs of the residents of the city and Cape Ann.

(b) Use of the dog park is subject to the following rules and regulations:

1. The dog park shall be open from dawn until 9 p.m. and may be closed as conditions require;
2. Dogs must be accompanied by a guardian at least 14 years of age or older;
3. Minors under 14 years of age must be accompanied by an adult;
4. No more than 3 dogs per guardian will be allowed in the park at any given time;
5. Dogs must display a municipal dog tag license and current vaccination tag at all times when in the dog park;
6. Guardians must have voice control over their dog(s) at all times;
7. Guardians must immediately clean up and dispose of waste generated by their dog(s);
8. Guardians are responsible for filling any and all holes dug by their dog(s) before they leave the dog park;
9. All dogs must be leashed upon entering and exiting the dog park; and
10. Users of the dog park are responsible for any damage or injury inflicted by their actions and/or those actions of their dog(s).

(c) The following are prohibited inside the dog park:

- (1) Dogs displaying aggressive behavior (subject to immediate removal from the dog park by the animal control officer or his designee);
- (2) Female dogs in heat and unspayed and unneutered dogs;
- (3) Choke, prong or spike collars;

(4) Toys of any kind, except for tennis balls;

(5) Children under 8 years of age;

(6) Food, smoking, alcoholic beverages and glass; and

(7) Bicycles, strollers, skateboards, roller blades, scooters and bare feet.

(d) Whoever violates any provision of this section shall be subject to a fine of \$50.00 for each offense. In addition, the dog officer may revoke the use of the dog park for those who violate any provision of this section. The decision of the dog officer shall be final.

• **Sec. _-___. - Stage Fort Dog Park Commission.**

(a) *Created; terms.* There is hereby created a commission to be known as the "Stage Fort Dog Park Commission" which shall consist of seven members all whom shall be appointed by the mayor and approved by the city council. The commission shall be selected with due care for providing an optimum mix of background and expertise. Upon the establishment of the commission, the mayor shall appoint three members to a term of one year; two to a term of two years and two to a term of three years. Thereafter, the mayor shall appoint each successor to a term of three years. In the event of death, resignation or removal of any member, the mayor shall appoint a successor to serve for the unexpired term for which the member has been appointed.

(b) *Compensation.* Members of the commission shall serve without compensation for their work as members of the commission.

(c) *Structure.*

(1) A chairperson shall be elected by a majority of the commission annually. The chairperson shall decide all points of order and procedure, unless directed otherwise by a majority of the commission. The chairperson shall determine the chairpersons of any and all subcommittees, and shall be a member of said subcommittees. The chairperson may serve as secretary of the commission.

(2) A vice-chairperson shall be elected by a majority of the commission annually. The vice-chairperson shall serve as acting chairperson in the absence of the chairperson.

(3) A secretary shall be elected by the commission annually and shall be responsible for maintaining minutes of the regular meetings and a record of attendance of the commission members. The secretary shall also be responsible for filing the minutes of meetings with the City Clerk's office.

(d) *Committees.* Subcommittees shall be established as needed by vote of the commission. Such subcommittees shall be comprised of no less than three members but no more than seven members, at least one of whom shall be a commission member and shall serve as the chairperson of the subcommittee to the commission at the regular meeting.

- **Sec. _-___. - Annual reports.**

The commission shall submit an annual report to the mayor and the city council of its activities and funding.

- **Sec. _-___. - Funding.**

The commission shall be charged with raising funds for the maintenance of the dog park on an annual basis.

- **Sec. _-___. - Ownership.**

The city through the creation of the dog park and/or the commission does not grant any of its rights, title or interest to the parcel of land known as Stage Fort Park and/or Stage Fort Dog Park.



**Gloucester City Council
CERTIFICATE OF VOTE
Certificate Number: 2014-091**

The Gloucester City Council, at a meeting held on Tuesday, March 11, 2014 at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

IN CITY COUNCIL:

MOTION: On a motion by Councillor Theken, seconded by Councillor Cox, the City Council voted by ROLL CALL 8 in favor, 0 opposed, 1 absent, to amend the GCO c. 4 "Animals," Art. II "Dogs," Section 4-16(d) "Off Leash Dog Areas" by ADDING new subsections as follows:

Dog Park Establishment and Use

1. There is established an enclosed dog park at Stage Fort Park for the use and enjoyment of dogs of residents of the city.
2. Use of the dog park is subject to the following rules and regulations:
 1. The dog park shall be open from dawn to 9 p.m. and may be closed as conditions require;
 2. Dogs must be accompanied by a guardian at least 14 years of age;
 3. Minors under the age of 14 must be accompanied by an adult;
 4. Maximum of 3 dogs per guardian at any one time;
 5. Dogs must display a municipal dog tag license and current vaccination tag;
 6. Guardians must have voice control over their dogs at all times;
 7. Guardians must immediately clean and properly dispose of waste;
 8. Holes dug by dogs must be filled;
 9. All dogs must be leashed upon entering and exiting the dog park; and
 10. Users of the dog park are responsible for any damage or injury inflicted by their actions and/or those of their dog(s). Neither the city nor any of its agents shall be liable for any injury or damage caused in the dog park.
3. The following are prohibited inside the dog park:
 1. Dogs displaying aggressive behavior (subject to immediate removal from the park by the animal control officer or his designee);
 2. Female dogs in heat, unaltered male dogs, all dogs younger than four months in age;
 3. Choke, prong or spike collars;
 4. Toys of any kind, except for tennis balls;
 5. Children under the age of 8;
 6. Food, smoking, alcoholic beverages and glass; and
 7. Bicycles, strollers, skateboards, roller blade and bare feet.
4. Whoever violates any provision of this section shall be subject to a fine as set forth in Section 4-21(d). In addition, the dog officer may revoke the use of the dog park for those who violate any provision of this section. The decision of the dog officer shall be final.

Linda T. Lowe

Linda T. Lowe, City Clerk

Date: MAR 13 2014

APPROVED BY THE MAYOR

VETOED BY THE MAYOR

Carolyn A. Kirk
Carolyn A. Kirk, Mayor

Carolyn A. Kirk, Mayor

SIGNED THIS 17 DAY OF Mar, 2014

All Ordinances shall become effective 31 days after passage except
Emergency Orders and Zoning Amendments shall become effective the next day.

A TRUE COPY ATTEST
Linda T. Lowe

**CITY OF GLOUCESTER
LEGAL DEPARTMENT**

Memorandum

TO: Members of the Gloucester City Council

FROM: Charles J. Payson 
General Counsel

RE: District Veterans' Services Agreement

DATE: May 20, 2015

In recent months, the City has sought to establish a District Veterans' Services Office in order to better serve the veterans population on Cape Ann. In order to do so, the City has negotiated an Inter-Municipal Agreement with the towns of Rockport and Manchester-by-the-Sea.

The boards of selectmen in Rockport and Manchester-by-the-Sea have authorized this Agreement, and have signed it, as is required by law. The Mayor has approved it as is evident by her signature, also as is required by law. The final step is for the City Council to authorize the agreement with a favorable vote.

Accordingly, attached hereto, for the City Council's consideration, please find a copy of the Inter-Municipal Agreement.

Thank you.

Attachment

INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF GLOUCESTER AND THE
TOWNS OF ROCKPORT AND MANCHESTER-BY-THE
SEA

DISTRICT VETERANS' SERVICES OFFICE

THIS AGREEMENT dated as of this 12th day of May, 2015 ("Agreement") by and between the City of Gloucester (hereinafter "Gloucester"), the Town of Rockport (hereinafter "Rockport"), and the Town of Manchester-by-the-Sea (hereinafter "Manchester")

WITNESSETH THAT:

WHEREAS, Gloucester, Rockport and Manchester desire to share the benefits and costs associated with a veterans' district office; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, §4A and G.L. c. 115, §10;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. District Veterans' Services Office. It shall be the intent of the parties to this Agreement to create a District Veterans Services Office ("DVSO").
2. DVSO Office. During the Term of this Agreement, as defined below, Gloucester, Rockport and Manchester shall assume their respective shares of the costs associated with a DVSO as outlined in Section 9, subsection a. of this Agreement. The parties shall share the services of a District Veterans' Services Officer ("DVSO") and a District Veterans' Services Clerk ("DVSC"), and other personnel required to staff the DVSO, pursuant the state Department of Veterans' Services minimum personnel staffing requirements or as otherwise approved by the state Department of Veterans' Services.
3. Term. The term of this Agreement ("Term") shall commence on the date of execution hereof, and shall expire on three (3) years from the date of execution of this Agreement unless earlier terminated as set forth in Section 10 of this Agreement. On or before July 1 of each year during the Term, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.
4. District Board. Upon full execution of this Agreement, and approval by the state Department of Veterans' Services, in accordance with G.L. c. 115, §11, a District Board, comprised of the Mayor of Gloucester (or his/her designee), and the Chairman of the Boards of

Selectmen (or their designees) of the Towns of Rockport and Manchester, shall be created. Each member shall have an equal vote, on all matters that come before the Board. The Board shall meet on at least a quarterly basis; all meetings of the Board shall comply with the Open Meeting Law and Public Records Law.

5. Identity and Hiring of Personnel Staffing for the District. Gloucester employs one veterans' services officer and one clerical support staff which shall, upon execution of this agreement, become the DVSO and the DVSC. The DVSO shall be tasked with the hiring/firing of any and all subordinate staff including the DVSC. All costs for hiring the DVSO and DVSO staff, including but not limited to compensation, benefits, workers compensation, unemployment compensation, and other insurances, and the like, shall be borne by Gloucester.

6. Business Hours and Locations with the District. Gloucester's main office for veterans' services is located at 12 Emerson Avenue, Gloucester, MA, and maintains regular business hours from 8:30 a.m. to 4:00 p.m. Monday through Wednesday, 8:30 a.m. to 6:30 p.m. on Thursday and 8:30 a.m. to 12:30 p.m. on Friday. The main office in Gloucester shall, upon execution of this agreement, become the district office for veterans' services. Both Manchester and Rockport shall maintain a posting of the location and office hours for the DVSO, in a place where public postings are regularly maintained at the Manchester and Rockport Town Halls, as well as at the location of any local veterans' services offices.

7. Duties: General. Gloucester shall provide the personnel for the district with the following stipulations:

- a. Duties shall be performed in the Gloucester Veterans' Office during regularly scheduled business hours from 8:30 a.m. to 4:00 p.m. Monday through Wednesday, 8:30 a.m. to 6:30 p.m. on Thursday and 8:30 a.m. to 12:30 p.m. on Friday.
- b. Chapter 115 benefits shall continue to be billed directly to the city/town where the veteran resides, and distribution of benefits payable to veterans in the member municipalities under G.L. c. 115 shall be paid by the Treasurer of the member municipality in which the veterans reside.
- c. The DVSO shall serve as the Director of the office and will supervise all staff in their duties as related to the office, in accordance with Gloucester's ordinances, rules and regulations, and personnel policies. The DVSO shall be appointed and supervised in accordance with Gloucester's ordinances, rules and regulations, and personnel policies. Either Rockport or Manchester may bring any concerns, questions or suggestions with respect to the operation of DVSO, including the performance of the DVSO or any staff, to the Gloucester Chief Administrative Officer. Either Rockport or Manchester may also bring such concerns, questions or suggestions to the District Board, at a duly called Board meeting.
- d. The DVSO shall work with local veterans' service organizations from the member communities to assist the organizations in coordinating all ceremonies and parades in all member communities.

8. Duties: District Veterans' Service Officer. The DVSO shall perform his duties as required by the respective ordinances and job descriptions of Gloucester, Rockport, and Manchester. Should a conflict of ordinances arise, the Gloucester ordinance shall control. The DVSO shall work primarily in the office space(s) provided by Gloucester. Gloucester will assume the cost of office supplies, postage, membership fees, travel, dues and subscriptions.

9. Assessments.

- a. Assessments to Rockport and Manchester shall be in the amount of fourteen thousand five hundred dollars (\$14,500) annually.
- b. Said assessments shall be billed by the Treasurer's Office of the City of Gloucester in two installments of seven thousand two hundred and fifty dollars (\$7,250) each payment of which shall be due on or about September 1 and March 1 of each fiscal year.
- c. As noted above, all costs associated with the operation of the DVSO shall be paid by Gloucester including salaries for the DVSO and the DVSC.
- d. Each member community will be responsible for funding its own procurement of flags.

10. Termination. This Agreement may be terminated by any party for any reason with written notice to the remaining parties, no later than sixty days prior to the expiration of the then-current fiscal year. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

11. Assignment. No party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other parties.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by

all parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

16. Notices. Any notice permitted or required hereunder to be given or served on any party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

- a. To Gloucester. Any notice to Gloucester hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Office of the Mayor
City of Gloucester
9 Dale Avenue
Gloucester, MA 01930

or to such other address(es) as Gloucester may designate in writing.

- b. To Rockport. Any notice to Rockport hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Board of Selectmen
Town Office Building
34 Broadway
Rockport, MA 01966

or to such other address(es) as Rockport may designate in writing.

- c. To Manchester. Any notice to Manchester hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Board of Selectmen
Town Office Building
10 Central Street
Manchester-by-the-Sea, MA 01944

or to such other address(es) as Manchester may designate in writing.

17. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements

and understandings. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

18. Financial Safeguards. Gloucester shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Gloucester shall maintain accurate and comprehensive records of all costs incurred by or on account of the DVSO, and all reimbursements and contributions received from Rockport and Manchester. On an annual basis, the parties' financial officers shall jointly audit the accounts of the DVSO to ensure accounting consistency and reliability.

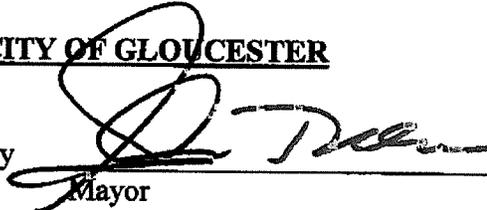
19. Justification for District Formation per Massachusetts Department of Veteran Services. The parties hereto rely upon the documents attached as Appendix A as constituting a rational basis for approval by the Massachusetts Secretary of Veteran Services for the formation of a veterans' regional services district established in accordance with 108 CMR 12.02(2)(a) through 12.02(2)(f).

WITNESS OUR HANDS AND SEALS as of the first date written above.

(City Seal)

CITY OF GLOUCESTER

By

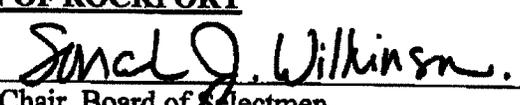


Mayor

(Town Seal)

TOWN OF ROCKPORT

By

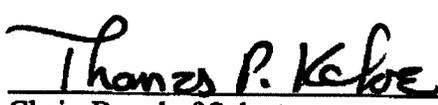


Chair, Board of Selectmen

(Town Seal)

TOWN OF MANCHESTER-BY-THE-SEA

By



Chair, Board of Selectmen



**CITY OF GLOUCESTER 2015
CITY COUNCIL ORDER**

ORDER: CC#2015-006
COUNCILLOR: William Fonvielle

DATE RECEIVED BY COUNCIL: 03/24/15
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the Ordinances & Administration Committee together with the Traffic Commission review existing parking restrictions contained in Code of Ordinances, Chapter 22, "Traffic" sections 22-270 "Parking prohibited at all times" and 22-291 "Tow-away zones" for Kondelin Road from its intersection with Magnolia Avenue for its entire length and also review existing Kondelin Road signage for consistency with Chapter 22.

FURTHER ORDERED that following the review and recommendation of the Traffic Commission the Ordinances & Administration Committee amend sections 22-270 and 22-291 as necessary in connection Kondelin Road.

William Fonvielle
Ward 5 Councillor



CITY OF GLOUCESTER 2015 CITY COUNCIL ORDER

ORDER: CC#2015-018
COUNCILLORS: Melissa Cox

DATE RECEIVED BY COUNCIL: 05/26/15
REFERRED TO: O&A & B&F
FOR COUNCIL VOTE:

ORDERED that the Gloucester Code of Ordinances Chapter 21 “Streets, Sidewalks and Other Public Places*” be amended by **ADDING** a new section entitled “Sec. 21-13. Obstructions” as follows:

Sec. 21-13. Obstructions.

- (a) *Generally.* No person, other than one employed directly or indirectly by the city and while in the performance of necessary duties, shall at any time erect or affix or cause to be erected or affixed in any public sidewalk or city street any fixture or structure or place or leave or cause to be placed or left in any public sidewalk or city street any article or material or merchandise or park a vehicle or a cart in any public sidewalk or city street for the purpose of displaying any article or material or merchandise until a license therefor has first been obtained from the licensing commission.
- (b) *Removal; Fines.* Any such fixture, structure, article, material or merchandise in any city street or public sidewalk found to violate this section may be removed by or under the direction of a city police officer and at the owner’s expense and such a violation may result in a fine of the cost of removal plus \$50.00.
- (c) *License Application.* The application for a license under this section shall be in writing, shall fully and specifically describe the reasons for the same and shall be delivered to the inspector of buildings. Within 45 days next following the submission of such application, the license shall be granted or denied with reasons set forth therein by the licensing commission. Notice of denial of an application under this section shall be delivered to the applicant in writing. No applicant having been denied a license as

provided in this section shall submit the same or a similar application within one year of denial without including in the new application facts showing that the circumstances upon which the original denial was based have substantially changed. Pedestrian access along all existing sidewalks shall never be less than 48 inches wide, 24 hours per day, seven days per week and merchandise shall be securely and adequately placed so that it will not endanger passersby or fall or extrude into any street or alley.

(d) *License Issuance.* All licenses granted under this section shall be issued and signed by the city clerk, as clerk of the licensing commission. The clerk shall keep a record of all licenses issued.

(e) *License Fees.* The following fees shall be charged for licenses under this section:

- (1) For an annual license: \$ _____.
- (2) For a monthly license: \$ _____.
- (3) For a weekly license: \$ _____.
- (4) For a daily license, not to exceed seven days, for each day: \$ _____.

FURTHER ORDERED that this matter be referred to the Ordinances & Administration Standing Committee and Budget & Finance Standing Committee for review and recommendation.

Melissa Cox
Ward 2 Councillor