



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo

Mayor

September 28th, 2023

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

I reappoint, subject to City Council confirmation, Gabriel Yeager, of 205 Highland Avenue #2107, to the Scholarship and Education Committee for a three-year term to expire on September 28th, 2026.

I recommend confirmation of his reappointment to the committee and ask that you join me in thanking Mr. Yeager for his continued dedicated service and commitment to our community.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

September 28th, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint the following individuals to the Salem Redevelopment Authority and Affordable Housing Trust Fund Board, respectively.

Christopher L. Dunn Jr.	91 Orchard Street	Salem Redevelopment Authority
Jason Leese	33 Williams Street	Affordable Housing Trust Fund
Liza Ruano-Lucey		Affordable Housing Trust Fund

Mr. Dunn will complete the remainder of a five-year term previously held by Mr. David Guarino and which expires on April 13th, 2027. Mr. Leese will fill the vacancy left by John Boris for a one-year term. Ms. Ruano-Lucey will fill the vacancy created by Mickey Northcutt's resignation for a two-year term which expires on May 26th, 2024.

I strongly recommend confirmation of Mr. Dunn to the Salem Redevelopment Authority and Mr. Leese and Ms. Liza Ruano- Lucey to the Affordable Housing Trust Fund. We are fortunate that they are willing to serve our community in these important roles and lend their expertise and dedication to these boards and their work.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM

In City Council,

Ordered:

September 28, 2023

That the sum of Twenty-Five Thousand Dollars (\$25,000.00) is hereby transferred and appropriated from the Receipts Reserved funds listed below to the Department of Public Services Burial Account (14112-5383) in accordance with the recommendation of His Honor the Mayor.

From		To		Amount
2430-4800	R/Res Sale of Lots	14112-5383	DPS Burial	\$ 14,600.00
2431-4800	R/Res Sale of Vaults	14112-5383	DPS Burial	10,400.00
Total				\$ 25,000.00



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

September 28, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

The enclosed Order transfers \$25,000 from the following Receipts Reserved funds listed below to the Department of Public Services Burial account to replenish funds used for the Burial services and daily operations for Greenlawn cemetery to continue for fiscal year 2024.

24301 – 4800: Sale of Lots -	\$14,600.00
24301 – 4800: Sale of Lots -	\$10,400.00
	\$25,000.00

I recommend adoption of the enclosed Order and invite you to contact Park and Recreation Director Trish O'Brien should you have any questions regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK PANGALLO
MAYOR

RAYMOND JODOIN
DIRECTOR OF PUBLIC SERVICES

CITY OF SALEM, MASSACHUSETTS

DEPARTMENT OF PUBLIC SERVICES
5 JEFFERSON AVENUE - FACILITY LOCATION
98 WASHINGTON STREET - MAILING ADDRESS
SALEM, MASSACHUSETTS 01970

TEL. (978) 744-3302

FAX (978) 744-6820

RJODOIN@SALEM.COM

September 21, 2023

The Honorable Mayor Dominick Pangallo
City of Salem
93 Washington Street
Salem, Massachusetts 01970

Subject: Burial Services

Dear Mayor Pangallo,

We respectfully request an appropriation of funds in the amount of twenty- five thousand dollars, (\$25,000.00) from the following account:

24301 - 4800: Sale of Lots -	\$ 14,600.00
24311 - 4800: Sale of Vaults -	\$ 10,400.00
	<hr/>
	\$ 25,000.00

to be transferred into the Public Services Burial Services line – 14112 - 5383. This will replenish funds used for the Burial services and daily operations for Greenlawn cemetery to continue for FY24.

Respectfully yours,

Raymond Jodoin

Raymond Jodoin
Director of Public Services

Cc: Anna Freedman
Ray Jodoin
File Copy

CITY OF SALEM - Finance Department

Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: DPS 230 Department [Signature] Department Head Authorizing Signature 9-22-23 Date

Budget or R/Res Budget Amt: 0
Transfers To: 14112-5383 Desc: Burial Services Balance: 0
 (Org/Object)

From: 24311-4800 Desc: SALE OF VAULTS Balance: 12,476.39
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____ Date: _____

Free Cash or To: _____ Desc: _____ Budget Amt: _____
Retained Earnings (W/S) (Org/Object) Balance: _____
Raise & Appropriate
 Please circle one

Amount Requested: \$ 10,400.00

Reason (Be Specific) FOR Burial Services AT Greenlawn Cemetery
E424

For Finance Department and Mayor's Use Only:

_____ Budget Transfer _____ Mayor Approval _____ City Council Approval

_____ Free Cash Appropriation - City Council Approval - Gen Fund \$ _____
 Free Cash Balance

_____ R/E Appropriation - Water \$ _____ R/E Appropriation Sewer \$ _____
 R/E Balance R/E Balance

✓ _____ Receipts Reserve - City Council Approval \$ 13,976.39
 R/Res Fund Balance

_____ Raise & Appropriate _____ Other [Signature]

Recommendation: ✓ Approved _____ Denied

[Signature]
 Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____

CITY OF SALEM - Finance Department

Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: DPS 230 Department [Signature] Department Head Authorizing Signature 9-22-23 Date

Budget or R/Res

Budget Amt: 0

Transfers

To: 1412-5383
(Org/Object)

Desc: Burial Services

Balance: 0

Budget Amt: 0

From: 24301-4800 Desc: SALE OF LOTS Balance: 17,693.00

(*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____ Date: _____

Free Cash or To: _____

Desc: _____

Budget Amt: _____

Retained Earnings (W/S) (Org/Object)

Raise & Appropriate

Please circle one

Balance: _____

Amount Requested:

\$ 14,600.00

Reason (Be Specific)

For Burial Services at Greenland Cemetery
FY 24

For Finance Department and Mayor's Use Only:

_____ Budget Transfer

_____ Mayor Approval

_____ City Council Approval

_____ Free Cash Appropriation - City Council Approval - Gen Fund \$ _____

Free Cash Balance

_____ R/E Appropriation - Water \$ _____

R/E Balance

_____ R/E Appropriation Sewer \$ _____

R/E Balance

✓ _____ Receipts Reserve - City Council Approval

\$ 18,293

R/Res Fund Balance

_____ Raise & Appropriate

Other _____

Recommendation: ✓ _____ Approved _____ Denied

[Signature]
Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____



CITY OF SALEM

In City Council,

September 28, 2023

Ordered:

That the sum of Five Thousand Seven Hundred Sixty-Four Dollars and Thirty-Three Cents (\$5,764.33) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the contractual buyback(s) listed below in accordance with the recommendation of His Honor the Mayor.

Name	Department	Amount
Delinda Dell'Orfano	Assessing	\$ 623.70
Jeremy Vagos	School Department	\$ 5,140.63
		\$ 5,764.33



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo

Mayor

September 28, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request for an appropriation of five Thousand Seven Hundred Sixty-Four Dollars and Thirty-Three Cents (\$5,764.33) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146). This appropriation is necessary to fund the retirement buybacks of the following employees:

Name	Department	Amount
Delinda Dell'Orfano	Assessing	\$53,996.80
Jeremy Vagos	School Department	\$5,140.63
Total		\$5,764.33

I recommend passage of the enclosed Order and invite you to contact Human Resources Director Lisa Cammarata with any questions that you may have regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK S. PANGALLO
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS
HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630

MEMORANDUM

TO: Anna Freedman, Director of Finance
DATE: September 13, 2023
RE: Retirement Stabilization Fund

Attached you will find a retirement buyback for a former employee of the City of Salem.

This former employee is entitled to the following amount of vacation leave buyback.

Delinda Dell'Orfano

20.0535 vacation hours @ \$31.10 per hour **\$623.70**

Total: \$623.70

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

Thank you for your cooperation, and if you should have any questions, please do not hesitate to contact me.

A handwritten signature in blue ink, appearing to be "LBC", with a long, sweeping line extending from the end of the signature.

CITY OF SALEM
APPROVAL-SICK DAYS/VACATION BUY-BACK

From: Department Assessing

Date 9/12/23

Authorized Signature: [Signature]
Department Head/City or Business Manager/School

NAME: Delinda De // Ortano

CALCULATION

VACATION HOURS # 20,0535 @ \$ 31.10 = \$ 623.70

SICK HOURS # _____ @ \$ _____ = \$ _____

PRO-RATED STIPENDS # _____ @ \$ _____ = \$ _____

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 623.70

Please attach corresponding PAF or other backup to this sheet.

Reason: Retired - 9/6/23

For Human Resources's Use Only:

- ☒ VACATION HOURS
☐ SICK HOURS
☐ PER ACCRUAL REPORT
☐ OTHER

Org and Object: 83113 - 5146

Recommendation:

☒ Approved

[Signature]
H R Director/City or Superintendent/Schools

Employee Accruals [CITY OF SALEM, MA - LIVE]

AB

←

Back

✓

Accept

🔍

Search

📂

Browse

+

Add

🗑️

Delete

🖨️

Print

📄

Display

📄

PDF

💾

Save

📄

Excel

📄

Word

✉️

Email

🕒

Schedule

📎

Attach

📖

History

T

Text

Employee Master [CITY OF SALEM, MA - LIVE] > Employee Detail > Employee Accruals [CITY OF SALEM, MA - LIVE]

Employee Identification

Employee *	SSN	Last Name	First Name	MI	Suffix	Status	Active status from employee master.
103510		DELLORFANO	DELINDA	L		INACTIVE	

Employee Accrual Information

Location	1010 - ASSESSORS DEPT	SOY Balance	43.3871
Group/BU	1001 - AFSCME 1818 CITY LOCAL	Earned YTD	116.6664
Job Class *	1238 - PRINCIPAL CLERK	Used YTD	140.0000
Type *	2 - VACATION	Available	20.0535
Table *	210 - 35 HRS VACATION		

☐ Send Accrual Threshold Alert

☐ Active

Accr Date *	12/12/2001	Pending	.0000
Start Date *	12/21/2012	Liability	623.70
End Date *	12/31/9999	UOM	H
Default Limit	70.00	Default Rate	14.5833
Actual Limit	.00	Actual Rate	0.0000

History

Start	End	Earned	Used	Running Balance		
08/30/2023	WED	08/30/2023	WED	14.5833	.0000	20.0535
08/14/2023	MON	08/14/2023	MON	.0000	7.0000	5.4702
08/09/2023	WED	08/09/2023	WED	.0000	4.0000	12.4702
08/07/2023	MON	08/07/2023	MON	.0000	7.0000	16.4702



CITY OF SALEM

THIS FORM CANNOT BE PROCESSED UNLESS ALL SHADED AREAS AND PERTINENT INFORMATION IS SUPPLIED
PERSONNEL ACTION / DATA FORM

DATE 9/11/23

PART A

NAME (LAST, FIRST, MIDDLE) Dell'Orfano		JOB TITLE Principal Clerk		DEPARTMENT Assessing Dept	
EMPLOYEE NO. 103510	JOB CODE 1238	DEPT. NO. 1010	7. OTHER		
CHECK ALL THAT APPLY			1. EMPLOYMENT		
2. WAGE SALARY ADJUSTMENT			3. TRANSFER		
4. LEAVE OF ABSENCE			5. ADDRESS/NAME CHANGE		
6. TERMINATION			7. OTHER		

ADDRESS-STREET 93 Washington St - Rm 6 Salem, MA 01970	CITY STATE	ZIP CODE 031-48-9225	NEW HIRE RECALL	REHIRE	Grade	Shift	PERM. 20 HRS + Part Time Full Time	DATE OF BIRTH 2/16/58	SEX M	ETHNIC CODE W	SCHEDULED HOURS 35/W	HOURLY RATE	# DEPENDENTS	MARITAL STATUS M	EXPIRATION DATE 2/16/25
2. WAGE / SALARY ADJUSTMENT (GIVE EXPLANATION IN SEC. B)															
ANNUAL INCREASE DATE OF LAST INCREASE PRESENT RATE PER PROPOSED RATE PER NEW HOURLY RATE GRADE STEP EFFECTIVE DATE															
3. TRANSFER-JOB SHIFT DEPT. (GIVE EXPLANATION IN SEC. B)															
NEW DEPT. & NO. NEW JOB TITLE NEW JOB CODE RATE CHANGE: YES NO															
NEW GRADE NEW STEP NEW PAY RATE PER EFFECTIVE DATE SHIFT CHANGE: FROM TO															
4. LEAVE OF ABSENCE (GIVE EXPLANATION IN SEC. B)															
FROM TO DATE RETURNED															
5. ADDRESS / NAME CHANGE															
NEW ADDRESS STREET CITY STATE ZIP CODE NEW TELEPHONE NO. CORRECT NAME TO															
6. TERMINATION (GIVE EXPLANATION IN SEC. B)															
LAST DAY WORKED 9/6/23 DATE HIRED 12/17/12 RECOMMENDED FOR REEMPLOYMENT YES NO															
7. EMERGENCY CONTACT															
NAME Stephen Dell'Orfano TELEPHONE NO. 978-884-1134 RELATIONSHIP HUSBAND															
8. EXPLANATION OF ACTION (or other action)															

REASON RE-SCALED LAI OFF TEMP. TIRE-CHARGED DIS-CHARGED	QUALITY OF WORK EXCEL GOOD FAIR POOR	ATTENDANCE EXCEL GOOD FAIR POOR	ATTITUDE EXCEL GOOD FAIR POOR	JOB KNOWLEDGE EXCEL GOOD FAIR POOR
---	--	---	---	--

FINANCE DEPARTMENT DATE 9/11/23	DEPARTMENT HEAD / APPOINTING AUTHORITY DATE 9/11/23	PERSONNEL DEPARTMENT DATE 9/11/23
---------------------------------------	---	---

Delinda worked her last day for the City of Salem (Assessors Office) on Wednesday, September 6th 2023. She is now retired.		Employee's Supervisor Stephen Cortes - Director of Assessing	
City Hall and Annex Access Control:		Stephen Cortes	
#2 - 30 minutes before/after working hours can they get in		PERSONNEL DEPARTMENT	

ROUTING LEGEND: WHITE-HUMAN RESOURCES PINK-DEPARTMENT YELLOW-TREASURER'S BLUE-RETIREMENT GREEN-AUDITOR'S GOLDENROD-AFSCME



DOMINICK S. PANGALLO
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS
HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630

MEMORANDUM

TO: Anna Freedman, Director of Finance
DATE: September 5, 2023
RE: Retirement Stabilization Fund

Attached you will find a retirement buyback for a former employee of the Salem School Department.

This former employee is entitled to the following amount of sick leave buyback.

Jeremy Vagos

41.125 sick days @ \$125.00 per day \$5,140.63

Total: \$5,140.63

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

Thank you for your cooperation, and if you should have any questions, please do not hesitate to contact me.

LBC

CITY OF SALEM
APPROVAL-SICK DAYS/VACATION BUY-BACK

From: Department School

Date 9/1/23

Authorized Signature: _____
Department Head/City or Business Manager/School

NAME: Jeremy Vagos

CALCULATION

VACATION DAYS # _____ @ \$ _____ = \$ _____

SICK DAYS # 41.125 @ \$ 125.00 = \$ 5,140.63

PRO-RATED STIPENDS # _____ @ \$ _____ = \$ _____

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 5,140.63

Please attach corresponding PAF or other backup to this sheet.

Reason: Resignation

For Human Resources's Use Only:

- ☐ VACATION DAYS
☒ SICK DAYS
☐ PER ACCRUAL REPORT
☐ OTHER

Org and Object: 83113 - 5146

Recommendation:

☒ Approved

HR Director/City or Superintendent/Schools

Employee Master [CITY OF SALEM, MA - LIVE]

BG

X


Close

✓

Accept

X

Cancel


Employee Master [CITY OF SALEM, MA - LIVE] > 

Employee Identification

Employee *

502330

SSN *



Last Name *

VAGOS

First Name *

JEREMY

Middle Name

W

Preferred Name

Main Dates Demographics Address Payroll Mail Sort Last Change User Defined

Dates

Inactive

☐

Code



Terminated

☐


Code



Birth *

☐


02/12/1975



Hired

☒


08/31/2007



Service

☐


08/31/2007



Permanent


☐

08/31/2007




Orig Hire

☐



Ret/Pension


☐



Probation

☐

to



Inactive reason

Employee Accruals [CITY OF SALEM, MA - LIVE]

BG

←

Back

✓

Accept

🔍

Search

🏠

Browse

+

Add

✎

Update

🗑

Delete

📄

Output

🖨

Print

👁

Display

📄

PDF

💾

Save

📥

Excel

📊

Word

✉

Email

🕒

Schedule

Employee Master [CITY OF SALEM, MA - LIVE] > Employee Detail > Employee Accruals [CITY OF SALEM, MA - LIVE]

Employee Identification

Employee *	SSN	Last Name	First Name	MI	Suffix
502330	██████████	VAGOS	JEREMY	W	

Employee Accrual Information

Location	5130 - SCHOOL - SALEM PREP	SOY Balance	80.7500
Group/BU	5002 - TEACHERS 1258	Earned YTD	1.5000
Job Class *	5255 - SPECIAL EDUCATION TEACHER	Used YTD	.0000
Type *	1 - SICK	Available	82.2500
Table *	502 - TEACHERS SICK ACCRUAL		

days

Send Accrual Threshold Alert

Active

Accr Date *	08/31/2023	Pending	.0000
Start Date *	06/30/2014	Liability	38555.01
End Date *	12/31/9999	UOM	D
Default Limit	.00	Default Rate	1.5000
Actual Limit	.00	Actual Rate	0.0000

Review



Brenna Gloudemans <bgloudemans@salemk12.org>

Resignation

Jeremy Vagos <jvagos@salemk12.org>

Sun, Aug 27, 2023 at 8:38 PM

To: Jill Conrad <jconrad@salemk12.org>

Cc: Brenna Gloudemans <bgloudemans@salemk12.org>, Craig Macarelli <cmacarelli@salemk12.org>

Hi Jill,

I am writing this email to officially resign from my position as Special Education/Social Studies Teacher at the Salem Prep Therapeutic Day School. I am doing so with a heavy heart, as it has been my home for the past 16 years and will miss working with all the wonderful staff in Salem Public Schools.

I will bring my computer, badge and parking pass over to the central office sometime tomorrow.

I also want to include the section from the contract that spoke to Breanna about regarding sick time buy back. It can be found in section P 2. b. pg 13 of the CBA.

"Effective January 1, 2013, Employees hired before said date and who have attained ten (10) years of service, shall be eligible to buy back fifty percent (50%) of sick leave accrued up to forty-five (45) days at \$125 a day, to be eligible to buy back such days, the employees must have at least 30 days remaining on the books"

Jeremy Vagos M.Ed
Social Studies/Special Education Teacher
Salem Prep High School
Salem Public Schools

state teachers and/or local contributory retirement system. Proof of receiving benefits, by means of a copy of the initial retirement check, shall be submitted to the Superintendent of Schools, prior to the payment of benefits provided for by this section.

2. Sick Leave Buyback

- a. Effective January 1, 2013, employees hired on and after said date shall be eligible to buy back, in January of each year, up to two (2) days per year, if the employee has not used fifty percent (50%) of his or her sick leave accrued for the prior calendar year. The daily rate paid shall be two hundred fifty dollars (\$250.00).
- b. Effective January 1, 2013, employees hired before said date and who have attained ten(10) years of service, shall be eligible to buy back fifty percent (50%) of sick leave accrued up to forty-five (45) days at one hundred twenty-five dollars (\$125.00) a day, to be eligible to buy back such days, the employee must have at least thirty (30) days remaining on the books following such buy back.
- c. Employees who have attained five (5) years of service, shall be eligible to buy back up to forty-five (45) days at sixty-five dollars (\$65.00) a day. To be eligible to buy back such days, the employee must have at least fifteen (15) days left on the books following such buy back.
- d. Any days bought back under the above provisions shall reduce the number of days payable to the employee at the time of retirement by the number of total days bought back.
- e. Any payments made to an employee under these provisions may be deposited directly into an employee deferred compensation account at the employee's discretion.
- f. The Sick Leave Buy Back Plan is voluntary.

Q. Payroll Deductions

Payroll deductions shall be made for teachers desiring to deposit money in the Credit Union for any purpose designated by the teacher. Payroll deductions shall be made available for teachers who wish to participate in the Union sponsored Committee on Political Education (COPE).

R. Payment for Supervisory Personnel – Summer School and Evening School

1. The Supervisor of Evening School shall be compensated at the rate of \$1,800 per season. The Supervisor of Summer School shall be compensated \$1,500 for the session.
2. The Assistant Supervisor of Evening School shall be compensated at \$1,100 per session.



CITY OF SALEM

In City Council,

Ordered:

September 28, 2023

That the sum of Sixty-Six Thousand One Hundred Thirteen Dollars and Four Cents (\$66,113.04) be hereby appropriated from the following "Receipts Reserved for Appropriation" account, to be transferred to the Park & Rec – Golf Course "Equipment" account 16512-5860 for costs associated with a previously approved new greens mower in accordance with the recommendation of His Honor the Mayor.

Description	Amount
Receipts Reserved – Golf Course	\$ 66,113.04
Total	\$ 66,113.04



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

September 28, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

The enclosed Order transfers \$66,113.04 from the Receipts Reserved for Appropriation account to the Parks and Recreation Golf Course "Equipment" account 16512-5860 for costs associated with a previously new greens mower.

I recommend adoption of the enclosed Order and invite you to contact Park and Recreation Director Trish O'Brien should you have any questions regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem

CITY OF SALEM – Finance Department

Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: Parks & Rec/Golf 9/21/23
 Department Department Head Authorizing Signature Date

Budget or R/Res Budget Amt: 12,000
Transfers To: 16S12-5860 Desc: Equipment Balance: 9,918.15
 (Org/Object)

From: 2436 Desc: ELIOT GOLF COURSE Balance: see below
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ 1,239,335.23 Date: 9/21/23

Free Cash or To: _____ Desc: _____ Budget Amt: _____
Retained Earnings (W/S) (Org/Object) Balance: _____
Raise & Appropriate
 Please circle one

Amount Requested: \$ 666,113.04
 Reason (Be Specific) Purchase of Greens Tr-Flex mower approved in the FY24 Capital Plan.

For Finance Department and Mayor's Use Only:

_____ Budget Transfer _____ Mayor Approval _____ City Council Approval
 _____ Free Cash Appropriation – City Council Approval – Gen Fund \$ _____
 Free Cash Balance
 _____ R/E Appropriation – Water \$ _____ R/E Appropriation Sewer \$ _____
 R/E Balance R/E Balance
☒ Receipts Reserve – City Council Approval \$ 1,239,335.23
 R/Res Fund Balance
 _____ Raise & Appropriate _____ Other _____
 Recommendation: ☒ Approved _____ Denied _____
 Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____



CITY OF SALEM

In City Council,

Ordered:

September 28, 2023

That the sum of Thirty-Five Thousand Dollars (\$35,000.00) be hereby appropriated from the following "Receipts Reserved for Appropriation" account, to be transferred to the Park & Rec – Golf Course "Renovation and Repairs" account 16512-5846 for costs associated previously approved upgrades to the clubhouse in accordance with the recommendation of His Honor the Mayor.

Description	Amount
Receipts Reserved – Golf Course	\$35,000.00
Total	\$35,000.00



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

September 28, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

The enclosed Order transfers \$35,000 from the "Receipts Reserved for Appropriation" account to the Parks and Recreation Golf Course "Renovation and Repairs" account 16512-5846 for costs associated with previously approved upgrades to the clubhouse.

I recommend adoption of the enclosed Order and invite you to contact Park and Recreation Director Trish O'Brien should you have any questions regarding it.

Sincerely,
Dominick Pangallo

Dominick Pangallo
Mayor
City of Salem

CITY OF SALEM – Finance Department

Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: Parks + Rec/GOLF Department 9/21/03 Date
 Department Head Authorizing Signature

Budget or R/Res Budget Amt: 10,000
 Transfers To: 165D-5846 Desc: Renovation + Repair Balance: 3,302.91
 (Org/Object)
 From: 2436 Desc: Rec Golf Course Balance: 1,239,335.23
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ Date:

Free Cash or To: Desc: Budget Amt:
 Retained Earnings (W/S) (Org/Object) Balance:
 Raise & Appropriate
 Please circle one

Amount Requested: \$ 35,000
 Reason (Be Specific) Upgrades to clubhouse approved in FY24 Capital Plan

For Finance Department and Mayor's Use Only:

 Budget Transfer Mayor Approval City Council Approval
 Free Cash Appropriation – City Council Approval – Gen Fund \$
 Free Cash Balance
 R/E Appropriation – Water \$ R/E Appropriation Sewer \$
 R/E Balance R/E Balance
✓ Receipts Reserve – City Council Approval \$ 1,239,335.23
 R/Res Fund Balance
 Raise & Appropriate Other

Recommendation: ✓ Approved Denied

 Finance Director

Completed: Date: By: CO # JE#: Transfer #:



CITY OF SALEM

In City Council,

Ordered:

September 28, 2023

That the sum of Ten Thousand Dollars (\$10,000.00) be hereby appropriated from the following "Receipts Reserved for Appropriation" account, to be transferred to the Park & Rec – Golf Course "Contracted Services" account 16512-5320 for costs associated with the emergency replacement of the hot water heater in accordance with the recommendation of His Honor the Mayor.

Description	Amount
Receipts Reserved – Golf Course	\$ 10,000.00
Total	\$ 10,000.00



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

September 28, 2023


Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

The enclosed Order transfers \$10,000 from the "Receipts Reserved for Appropriation" account to the Parks and Recreation Golf Course "Contracted Services" account 16512-5320 for costs associated with the emergency replacement of the hot water heater.

I recommend adoption of the enclosed Order and invite you to contact Park and Recreation Director Trish O'Brien should you have any questions regarding it.

Sincerely,


Dominick Pangallo
Mayor
City of Salem

CITY OF SALEM – Finance Department

Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: Pangler / Golf Department 9/11/23 Date
 Department Head Authorizing Signature

Budget or R/Res Budget Amt: 62,495.00
Transfers To: 16512-5320 Desc: Contracted services Balance: 11,165
 (Org/Object)

From: 2436 Desc: P/Res Golf Balance: 1,239,335.23
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____ Date: _____

Free Cash or To: _____ Desc: _____ Budget Amt: _____
Retained Earnings (W/S) (Org/Object) Balance: _____
Raise & Appropriate
 Please circle one

Amount Requested:

\$ 10,000

Reason (Be Specific) unforeseen costs to replace the hot water heater

For Finance Department and Mayor's Use Only:

_____ Budget Transfer _____ Mayor Approval _____ City Council Approval

_____ Free Cash Appropriation – City Council Approval – Gen Fund \$ _____
 Free Cash Balance

_____ R/E Appropriation –Water \$ _____ R/E Appropriation Sewer \$ _____
 R/E Balance R/E Balance

✓ _____ Receipts Reserve – City Council Approval \$ 1,239,335.23
 R/Res Fund Balance

_____ Raise & Appropriate _____ Other _____

Recommendation: ✓ Approved _____ Denied

[Signature]
 Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____



Dominick Pangallo
MAYOR

Trish O'Brien
SUPERINTENDENT

CITY OF SALEM, MASSACHUSETTS
PARK, RECREATION & COMMUNITY SERVICES
401 Bridge Street, Salem, MA 01970
Tel. (978) 744-0180/(978) 744-0924
Fax (978) 744-7225
pobrien@saalem.com

September 18, 2023

The Honorable Dominick Pangallo
Mayor, City of Salem
93 Washington Street
Salem, MA 01970

Dear Honorable Mayor Pangallo:

The Department of Parks, Recreation and Community services requests money from the Olde Salem Greens golf course receipts reserve account. This request is listed from the Capital plan on page 359 of the approved 2024 budget.

The updated quote for the Greens tri-flex mower is \$66,113.04 to be deposit into the equipment line #16512-5860 to purchase of a tri-flex greens mower. \$35,000 for upgrades to the Club house to renovation & repair line #16512-5846

In addition, an unforeseen cost of approximately \$10,000 to replace the water heater to the Golf Course contracted services line #16512-5320

Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia O'Brien", written over a horizontal line.

Patricia O'Brien
Superintendent, City of Salem
Jean A. Levesque Community Life Center
Park, Recreation and Community Services



CITY OF SALEM

In City Council September 28th, 2023

Ordered:

To accept the donation of One Thousand Dollars (\$1,000) from Salem Mission Inc., DBA Lifebridge. The donation is to be deposited into the No Place for Hate Donation Fund 2369 (23691-4830) for the Salem Human Rights Coalition with the recommendation of His Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

September 28th, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed is a request to accept a donation from Salem Mission Inc., DBA Lifebridge in the amount of One Thousand Dollars for the Salem Human Rights Coalition. These funds will be deposited into the No Place for Hate Donation Fund account number 23691-4830.

In order to accept the donation approval must be given by both the Mayor and City Council. I ask that the members of the City Council join with me in accepting these funds.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM

In City Council,

September 28, 2023

Ordered:

To accept the donation of One Thousand Two Hundred Dollars (\$1,200.00) from Sal Lanzo. The donation is to be deposited into the Parks and Recreation Donation Fund 2406 (24061-4830) for a standard bench in accordance with the recommendation of His Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

September 28th, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed is a request to accept a donation from Sal Lanzo in the amount of One Thousand Two Hundred Dollars. These funds will be deposited into the parks and Recreation Donation Fund 24-06 (24061-4830) for a standard bench.

In order to accept the donation approval must be given by both the Mayor and City Council. I ask that the members of the City Council join with me in accepting these funds.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



Dominick Pangallo
MAYOR

Trish O'Brien
SUPERINTENDENT

CITY OF SALEM, MASSACHUSETTS
PARK, RECREATION & COMMUNITY SERVICES
401 Bridge Street, Salem MA 01970
(978) 744-0924
Fax (978) 219-1665

September 12, 2023

Dear Mayor Pangallo,

I am writing to request the acceptance of a \$1,200.00 check written to the City of Salem for a bench donation of \$1,200.00 from Sal Lanzo for a Park and Recreation Donation. The amount to be deposited into the Park and Recreation Donation account 24061-4830.

Thank You

Sincerely,

Trish O'Brien

Trish O'Brien
Superintendent, City of Salem
Park, Recreation and Community Services
Jean A. Levesque Community Life Center



CITY OF SALEM

In City Council,

September 28, 2023

Ordered:

To accept the donation of One Thousand Eight Hundred Dollars (\$1,800.00) from Joan Trembley. The donation is to be deposited into the Parks and Recreation Donation Fund 2406 (24061-4830) for a picnic table in accordance with the recommendation of His Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

September 28th, 2023

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed is a request to accept a donation from Joan Trembley in the amount of One Thousand Eight Hundred Dollars. These funds will be deposited into the Parks and Recreation Donation Fund 2406 (24061-4830) for a picnic table.

In order to accept the donation approval must be given by both the Mayor and City Council. I ask that the members of the City Council join with me in accepting these funds.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



Dominick Pangallo
MAYOR

Trish O'Brien
SUPERINTENDENT

CITY OF SALEM, MASSACHUSETTS
PARK, RECREATION & COMMUNITY SERVICES
401 Bridge Street, Salem MA 01970
(978) 744-0924
Fax (978) 219-1665

September 12, 2023

Dear Mayor Pangallo,

I am writing to request the acceptance of a \$1,800.00 check written to the City of Salem for a picnic table donation of \$1,800.00 from Joan Trembley for a Park and Recreation Donation. The amount to be deposited into the Park and Recreation Donation account 24061-4830.

Thank You

Sincerely,

Trish O'Brien

Trish O'Brien
Superintendent, City of Salem
Park, Recreation and Community Services
Jean A. Levesque Community Life Center



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

September 28, 2023

Dear Councillors:

I am writing to respectfully request that you authorize a tax increment exemption (TIE) agreement between the City of Salem and 38 Norman QOZB, LLC, an affiliate of Kinvarra Capital. The partners of 38 Norman QOZB, LLC comprise the development team of 38 Norman Street. A TIE is an instrument enabled by the Commonwealth through its Housing Development Incentive Program (HDIP) to allow for development projects consisting of at least 80% market rate residential units to, pending an agreement with a municipality, forgo paying all or a portion of property taxes on the increment resulting from a completed project.

In April 2019, the Salem Planning Board unanimously voted to approve the planned unit development for the 38 Norman Street development project. The approved project consists of a four-story mixed use building with commercial space on the bottom and 20 rental units above (of which two will be affordable at 60 percent of the area median income).

As you may recall, the HDIP allows eligible projects to seek tax credits from the State, but in order to do so, the developer of such projects must enter into a TIE agreement with its sponsor municipality. It is important to remember that the real estate tax on the current base value of the property will always be paid in full. The TIE agreement only impacts the real estate tax on the *new* property value resulting from the redevelopment. The difference between the real estate tax on the base value and the real estate tax on the new value is called the tax increment.

The TIE agreement establishes two key items—the percentage of the tax increment that will be exempted and the number of years the exemption will be in place. The State program states the minimum percentage exempted is 10 percent, and the minimum number of years is five years. The maximum exemption is 100 percent, and the maximum number of years is 20 years. The project stakeholders anticipate closing the feasibility gap with future State HDIP credits.

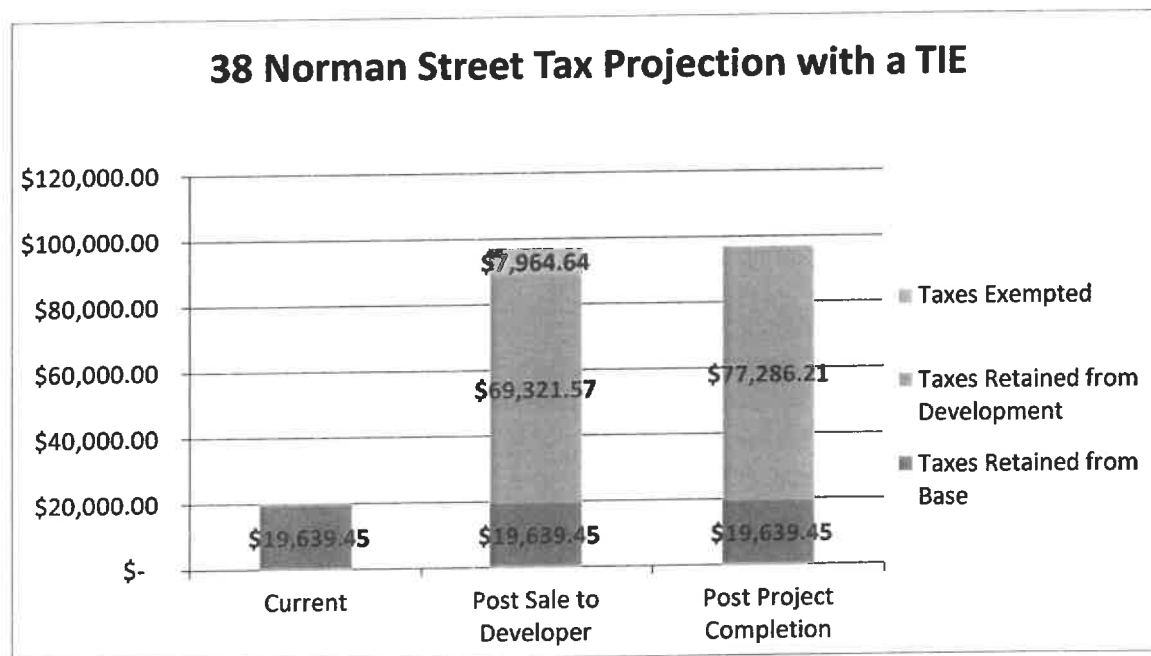
The City has negotiated a TIE agreement with 38 Norman QOZB, LLC for the minimum allowable tax abatement and length of time; 10 percent over five years. Should the project not receive adequate HDIP tax credit support from the State, they may reapply to the City to increase the City's tax exemption percentage and/or the number of years of the exemption. Please be advised that any future revision to the TIE will require a new public hearing and approval from the City Council.

Per the City of Salem Assessor records, the base value of the property is \$777,800. The City Assessor estimates that the anticipated investment in the building will increase the property value

by \$5.22 million. The TIE, over five years, would provide a tax exemption of an estimated \$39,825 on this incremental assessed value according to the following schedule:


Term Year	Exemption	Incremental Assessed Value	Exempted Property Taxes	New Taxed Retained From Development	Estimated Base Tax Bill	Total Annual Taxes Paid
1	10%	\$5,222,200	\$7,965	\$69,322	\$19,639	\$88,961
2	10%	\$5,222,200	\$7,965	\$69,322	\$19,639	\$88,961
3	10%	\$5,222,200	\$7,965	\$69,322	\$19,639	\$88,961
4	10%	\$5,222,200	\$7,965	\$69,322	\$19,639	\$88,961
5	10%	\$5,222,200	\$7,965	\$69,322	\$19,639	\$88,961
6	0%	\$5,222,200	\$0	\$77,286	\$19,639	\$96,926
		Total	\$39,825		Total	\$541,731

The City will collect approximately \$541,731 in total over a six-year period. When the TIE expires, the City will collect approximately \$96,926 per year in taxes from the property.



I ask that you approve the proposed TIE agreement and authorize me to execute it on the City's behalf. Thank you for your consideration.

Sincerely,


 Dominick Pangallo
 Mayor
 City of Salem



CITY OF SALEM

In City Council, September 28th, 2023

Ordered:

WHEREAS, the City of Salem has been in negotiation with 38 Norman QOZB, LLC regarding a development consisting of eighteen units of market rate housing, two units of affordable housing reserved for families earning less than 60 percent of median area income at 38 Norman Street;

WHEREAS, 38 Norman QOZB, LLC has applied for certification under the Massachusetts Housing Development Incentive Program created by Chapter 40V of Massachusetts General Laws;

WHEREAS, the project proposed by 38 Norman QOZB, LLC meets the minimum requirements of the Housing Development Incentive Program and the local objectives of the City of Salem's Housing Development Zone Plan;

WHEREAS, the proposed project is located at 38 Norman Street, Salem, MA, which is within the boundaries of the City of Salem's designated Housing Development Zone;

WHEREAS, the City of Salem has agreed to offer 38 Norman QOZB, LLC a Tax Increment Exemption Agreement. Said agreement is hereby approved by the City Council;

WHEREAS, 38 Norman QOZB, LLC is investing \$11 million to create 20 total units of housing;

NOW, THEREFORE, BE IT RESOLVED that the Salem City Council hereby approves the Certified Project Application of 38 Norman QOZB, LLC and forwards said application to the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) for its approval and endorsement.

Further, the Salem City Council authorizes the Mayor to execute the Tax Increment Exemption Agreement between the City of Salem and 38 Norman QOZB, LLC. Said agreement will provide for an exemption on property taxes based on the growth portion in assessed valuation of the property for a period of five (5) years, beginning the first full fiscal year after the final residential Certificate of Occupancy is issued for the new building at 38 Norman Street, and in accordance with the schedule below:

Term	Exemption %
1	10%
2	10%
3	10%
4	10%
5	10%

Said exemption being in accordance with the requirements and regulations established, which govern the implementation of such Tax Increment Exemption Agreements.

EXHIBIT A
Property Description
38 Norman Street, Salem, MA
(Map 26, Lot 0464)

Parcel I

The land in said Salem bounded and described as follows: Southerly by Norman Street, thirty (30) feet one (1) inch; Easterly by Crombie Street, sixty-two (62) feet; Northerly by land formerly of Charles Farmer, now or formerly of Freedman as the fence stands, thirty-two (32) feet nine (9) inches; and Westerly by land now or late of Arrington heirs, sixty-two (62) feet. All of said measurements being more or less.

Parcel II

Beginning at the Southeasterly side of said lot on Crombie Street and land now or late of the Hawthorne Building Association, thence running Westerly by said land now or late of the Hawthorne Building Association 30.41 feet; thence running Northerly by land now or late of said Association 11.30 feet to the lot marked "B" on a plan hereinafter referred to; thence running Easterly by said lot marked "B" on said plan 30.64 feet to Crombie Street; thence running Southerly by Crombie Street 9.95 feet to the point begun at, and containing 324 square feet.

Being shown as Lot "A" on a plan entitled "Land of Mah Sing and Wong Fung Hang, Salem, Mass., Scale 1 in. = 10 ft. January 1945, Thomas A. Appleton, C.E.", recorded with said Deeds as Plan 17 of 1945.

Parcel III

The land situated on Crombie Street in said Salem, and being numbered 20 on said street and shown as Lot "B" on a plan entitled "Plan of Mah Sing and Wong Fung Hang, Salem, Mass., Scale 1 in. 10 ft., January 1945, Thomas A. Appleton, C.E." herein before mentioned and bounded and described as follows:

Beginning at the Southeasterly corner of said Lot "B" on Crombie Street by Lot "A" on said plan; thence running in a Westerly direction by Lot "A" 30.64 feet; and thence continuing in the same direction by land now or late of the Hawthorne Building Association 31.11 feet to land now or late of Shepherd; thence running in a Northerly direction 28.27 feet by land of said Shepherd to other land of Shepherd; thence running in an Easterly direction by said Shepherd land 23.71 feet; thence running in a Southerly direction by said Shepherd land 3.50 feet; thence running in an Easterly direction by said Shepherd land 35.63 feet more or less to Crombie Street; thence Southerly by Crombie Street 26.84 feet to Lot "A" and point begun at, containing 1626 square feet.

Parcel IV

The land in said Salem situated on the Northerly side of Norman Street and bounded Southerly on said Street sixty-one and 45/100 (61.45) feet; Westerly on land now or formerly of Shepard thirty-nine (39)

feet; Northerly on land now or late of said Shepard twenty-eight (28) feet; then Westerly on land now or formerly of said Shepard thirty-two and 16/100 (32.16) feet; then Northerly on land now or formerly of said Shepard and land now or formerly of Warren Five Cents Savings Bank thirty-three and 51/100 (33.51) feet; and Easterly on land of said Warren Five Cents Savings Bank eleven and 30/100 (11.30) feet and Easterly again on land now or formerly of Alice F. Emmerton sixty and 46/100 (60.46) feet.

Being the premises shown on plan of "Land on Norman and Crombie Streets, Salem, Mass., November, 1938, Thomas A. Appleton, C. E. filed as Plan 204 of 1938 in the Essex South Registry of Deeds.

Parcel V

A certain parcel of land with the buildings thereon situated on Norman Street in said Salem and being shown as Lot B on "Plan of Land of Sally W. Shepard, Salem, Mass., March 1939" filed in the Essex South Registry of Deeds as Plan 47 of 1939, and bounded and described as follows:

Beginning at the Southwesterly corner of the lot herein conveyed at land of Jacobs and running Northeasterly by land of said Jacobs and land shown as Lot A on said plan ninety-eight and 10/100 (98.10) feet to land of Anna E. Ryan; thence running Southeasterly by land of said Ryan forty and 72/100 (40.72) feet to a corner; thence running Northeasterly by said Ryan's land thirty-two and 59/100 (32.59) feet to land now or formerly of Stevens; thence running Southeasterly by land of said Stevens thirty-three and 93/100 (33.93) feet to other land now or formerly of the Chisholm; thence running Southwesterly by said land of the grantor and land of Mah Sing fifty-eight and 07/100 (58.07) feet to land of the Hawthorne Building Association; thence running Northwesterly by said Building Association's land two and 40/100 (2.40) feet; thence running Southwesterly by said Building Association's land thirty-two and 16/100 (32.16) feet; thence running Northwesterly by said Building Association's land twenty-eight (28) feet; thence running Southwesterly by said Building Association's land thirty-nine (39) feet to Norman Street; thence running Northwesterly by said Norman Street thirty-six and 78/100 (36.78) feet to the point of beginning.

Excepting the land described as Parcel VI in Deed from 38 Norman Street, LLC to 27 Summer, LLC dated January 9, 2020 and recorded in Book 38195, Page 281.

**HOUSING DEVELOPMENT INCENTIVE PROGRAM
TAX INCREMENT EXEMPTION AGREEMENT**

between

CITY OF SALEM, MASSACHUSETTS

and

38 Norman QOZB, LLC

This Agreement is made this ____ day of ____, 2023 by and between the City of Salem, acting through its Mayor Dominick Pangallo ("Municipality"), with a principal address of City Hall, 93 Washington Street, Salem, MA 01970 and 38 Norman QOZB, LLC ("Sponsor") a Massachusetts Limited Liability Corporation with a principal address of 18 Pleasant Street, Cambridge, MA 02143.

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration of the covenants and agreements herein contained, hereby make this agreement regarding a Tax Increment Exemption ("TIE") pursuant to the Housing Development Incentive Program (HDIP), M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 ("HD TIE"), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

<i>Act:</i>	M.G.L. c. 40V as may be amended from time to time.
<i>Area Median Income:</i>	The median income for households within the metropolitan area that includes Salem, as defined in the annual schedule of low- income limits published by the U.S. Department of Housing and Urban Development, adjusted for household size.
<i>Completion:</i>	Temporary or permanent certificates of occupancy have been issued for the entire Project.
<i>EOHLC:</i>	Executive Office of Housing and Livable Communities
<i>Event of Default:</i>	An "Event of Default" as defined in Section 5 below.
<i>Final Certification:</i>	Determination by EOHLC that the Sponsor has completed the construction of the Property, consistent with the Construction Plans, including 20 rental units, 18 of which will be defined as Market Rate Residential Units ("MRRUs"), as set forth in the Act and the Regulations, and two (2) will be deed restricted affordable.
<i>Fiscal Year:</i>	An annual period of July 1 through June 30.

<i>HD Project:</i>	A Certified Housing Development Project as defined in the Act and the Regulations.
<i>HD Zone:</i>	The Housing Development Zone adopted by Salem City Council on the 13 th of April, 2017, and approved by the Executive Office of Housing and Liveable Communities (EOHLC) formerly known as the Department of Housing and Community Development (DHCD) as evidenced by a Certificate of Approval dated 7 th of June, 2017, and recorded with the Southern Essex District Registry of Deeds, Book 35972, Page 153, amended by the Salem City Council on the 10 th of December, 2018, and approved by EOHLC as evidenced by a Certificate of Approval dated the 31 st of January, 2019, and recorded with the Southern Essex District Registry of Deeds, Book 37331, Page 16.
<i>MRRU:</i>	Market Rate Residential Unit(s) as defined at Section 3.B.1.
<i>Property:</i>	38 Norman Street, Salem, MA 01970 as shown in Exhibit 1 "Map of Property" and further described in Exhibit 2 "Legal Description of Property."
<i>Regulations:</i>	760 CMR 66.00.
<i>Construction Plans:</i>	The materials submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHLC.
<i>Sponsor:</i>	38 Norman QOZB, LLC with an address at 18 Pleasant Street, Cambridge, MA 02143, its successors and assigns.

Section 3 – Sponsor’s Covenants

A. New Construction of the Property: Sponsor will undertake the new construction of the Property in accordance with the work and schedule set forth in the Redevelopment Plans.

B. Market Rate Residential Units: There shall be a total of (18) residential rental units in the Project comprised of eleven (11) one-bedroom residential rental units, nine (9) two-bedroom residential rental units of which eighteen (18) shall be Market Rate Residential Units. The monthly rent for such units shall be priced- consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the Department, as set forth in Exhibit 3, "MRRU – Pricing Plan".

C. Marketing: Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan, and affirmative fair housing efforts set out in the Construction Plans.

D. HD Project Certification: Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to EOHLC for Preliminary Certification, Conditional Certification, and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption ("TIE")

Municipality agrees to grant the Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms:

A. Base Value: Salem Assessor's Office lists 38 Norman Street with a FY2024 value of \$777,800.

B. MRRU Percentage: Ninety Percent (90%) of the twenty rental units on the Property will be designated as Market Rate Residential Units (MRRUs). Eighteen (18) of the twenty (20) rental units will be marketed as MRRUs. The MRRU Percentage shall be confirmed as required in paragraph F, below. Two (2) rental units shall be designated as affordable housing units that meet the requirements for inclusion on the Subsidized Housing Inventory (SHI) and shall be set aside for families earning an income of no more than 60% of the area median income. The Sponsor agrees to request EOHLC approval for a local preference for Salem residents to the greatest extent possible for the affordable housing units and for the affordable housing units to be constructed and ready for occupancy at a proportion of one (1) affordable unit for every nine (9) certificates of occupancy released for the market rate units.

C. Exemption Percentage: Commencing on the Effective Date as defined in Section 6(a) below, the Exemption Percentage shall be as follows:

Year 1	10%
Year 2	10%
Year 3	10%
Year 4	10%
Year 5	10%

D. The Increment: As defined at 760 CMR 66.06(1)(b)(2).

E. Calculation: For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property taxes on the Increment.

F. Confirmation or Amendment of Calculation: Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a "Tax Increment Exemption – Confirmation of Calculation" in the form attached as Exhibit 3 ("TIE Confirmation"). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

A. Event of Default: An "Event of Default" shall arise under this Agreement upon the occurrence of any one or more of the following events:

1. Breach of Covenant Prior to Final Certification: Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any

material covenant, condition, or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for sixty (60) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of sixty (60) days, then Sponsor shall have such additional reasonable period of time, not to exceed sixty (60) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial sixty (60) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2. Breach of Covenant Subsequent to Final Certification: Subject to the limitations set forth in the Regulations at Section 66.05(5), and as determined by EOHLC, Sponsor's conduct is materially

at variance with the representations made in its Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and continuance of such default for sixty (60) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of sixty (60) days, then Sponsor shall have such additional reasonable period of time, not to exceed sixty (60) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial sixty (60) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3. Misrepresentation: Any representation made herein or in any report, certificate, financial Statement, or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default

1. Prior to Final Certification: Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

2. Subsequent to Final Certification: Upon the occurrence of an Event of default subsequent to Final Certification, then:

a. Revocation of Certification: Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which EOHLC determines that a material variance commenced.

b. Termination of Agreement: Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.

c. Recoupment of Economic Benefit: Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent revocation.

Section 6 – Miscellaneous

A. Effective Date: The effective date of the HD TIE shall be July 1st of the first Fiscal Year following Final Certification of EOHLC's Final Certification of the HD Project pursuant to the requirements of the Act and regulations, which date is anticipated to be in 2026. The Effective Date shall be confirmed as required in Section 4 Paragraph F above.

B. Terms of Agreement: This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. Reporting: Sponsor or the Condo Association, in the event that Sponsor delegates this responsibility, shall submit reports to the Municipality no later than thirty (30) days after June 30 of each fiscal year for the term of this Agreement. Each report shall contain the following information:

1. Until Completion, the status of construction in relation to the schedule contained in the Construction Plan;
2. Until Completion, the status of marketing in relationship to the Construction Plans; and
3. For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. Assignment: The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. Notices: Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) business days after the day on which mailed or, if sent by overnight courier, on the business day after delivered to such courier.

1. Municipality: _____

2. Sponsor: _____

3. Copy to EOHLC: All such notices shall be copied to EOHLC at:

Executive Office of Housing and Liveable Communities
100 Cambridge Street, Suite 300
Boston, MA 02124
ATTN: HDIP Program Coordinator

4. Change of Address. Either party may change the address to which notices are to be sent to it by giving them written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications: No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the Municipality, in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by Mayor Dominick Pangallo as of the day and year first above written.

CITY OF SALEM

38 Norman QOZB, LLC

Dominick Pangallo, Mayor

Ryan Wittig

Duly Authorized