



CITY OF SALEM PLANNING BOARD

Report to City Council

May 11, 2020

At its meeting on May 8, 2020 the Planning Board voted seven (7) in favor (Ben Anderson, Matt Veno, Carole Hamilton, Helen Sides, Kirt Rieder, Noah Koretz, Matt Smith, and DJ Napolitano) and none opposed to recommend that the City Council approve the amendment relative to Section 3.1 (Table of Principal and Accessory Uses) by deleting the “Accessory Living Area” Accessory Use in its entirety and inserting an “Accessory Dwelling Unit” Accessory Use in the RC, R1, R2 and R3 zoning districts as follows:

E. ACCESSORY USES	RC	R1	R2	R3	B1	B2	B4	B5	I	BPD	NRCC
Accessory Dwelling Unit	Y	Y	Y	Y	N	N	N	N	N	N	-

At the same meeting, the Planning Board voted seven (7) in favor (Ben Anderson, Matt Veno, Carole Hamilton, Helen Sides, Kirt Rieder, Noah Koretz, Matt Smith, and DJ Napolitano) and none opposed to recommend that the City Council approve the amendment relative to Section 10 (Definitions), Section 3.2.8 and Section 3.2.4 with the suggested edits from Staff that were presented at joint public hearing on April 13, 2020, in addition to recommended revisions to Sections 10 and 3.2.8 that are summarized below and shown as highlighted text in the enclosed supplemental ordinance.

Section 3.2.8

The Planning Board recommends the ordinance be clarified to state there shall not be a net loss in the *total measured caliper* of private trees. Thus, “*total measured*” is added to sections 3.2.8 (4.E and 6.B).

The Planning Board discussed the suggestion to require a special permit for additions and new detached structures. Rather than requiring all additions to require a special permit, the Planning Board recommends an addition to a principal home to accommodate an accessory dwelling unit be allowed by right, just as an addition to a principal home is allowed by right. The Planning Board also recommends that accessory dwelling units be allowed by right within an *existing* unattached structure.

However, the Planning Board recommends that *new* unattached structures and *additions to existing* unattached structures be treated differently, as a method to mitigate the R1 neighborhood concerns that came up during public comment. To that end, the Planning Board recommends that a special permit be required when an *addition is proposed to an existing* detached structure to accommodate an accessory dwelling unit and that accessory dwelling units not be allowed in *new* detached structures.

Sections 10 and 3.2.8 (4.E; 4.F; and 6.D) have been added to the ordinance to capture the above requirements.

Section 10:

“Accessory dwelling unit: A housekeeping unit, with its own sleeping, cooking and sanitary facilities, located *either in an existing unattached accessory structure, or* within or attached to a principal dwelling and subordinate in size to the principal unit(s), separated from it in a manner which maintains the appearance of the principal unit(s), and allowed pursuant to Section 3.2.8 of this ordinance”

Section 3.2.8

4.E. The accessory dwelling unit shall not be constructed within a new detached structure.

4.F. The accessory dwelling unit shall be within or attached to the principal dwelling, or within an existing unattached accessory structure unless otherwise waived pursuant to sub-section 6 of Section 3.2.8.

6.D. The Zoning Board of Appeals may grant a waiver to allow an existing unattached accessory structure to be expanded to accommodate the accessory dwelling unit.

The Planning Board made it clear that if there is an addition to either the principal dwelling or the accessory structure to accommodate the ADU, the required setbacks must be met. No further language was added to the effect because it is covered under section 3.2.4(4) and 3.2.4(5).

If you have any questions regarding this matter, please feel free to contact Tom Daniel, AICP, Director of Planning & Community Development, at 978-619-5685.

Yours truly,



Ben J. Anderson Chairman

CC: Ilene Simons, City Clerk

This supplemental ordinance is provided it illustrate the Planning Board’s recommended revisions that are summarized in the recommendation letter. Recommended revisions are highlighted.

Section 10

The Salem Zoning Ordinance Section 10 Definitions is hereby amended by deleting the definition “Accessory Living Area” in its entirety and inserting the definition “Accessory Dwelling Unit” as follows:

“Accessory dwelling unit: A housekeeping unit, with its own sleeping, cooking and sanitary facilities, located either in an existing unattached accessory structure or within or attached to a principal dwelling and subordinate in size to the principal unit(s), separated from it in a manner which maintains the appearance of the principal unit(s), and allowed pursuant to Section 3.2.8 of this ordinance”

The Salem Zoning Ordinance Section 3.2.4 Accessory Buildings and Structures is hereby amended by deleting paragraphs numbered 4 and 5 and replacing them with the following:

“4. Unattached accessory dwelling units shall comply with all regulations set forth in Section 3.2.4 (Accessory Buildings and Structures) of this Ordinance with the exception of setbacks.

5. Unattached accessory dwelling units shall comply with all setbacks of the principal structure, as set forth in Section 4.1 of this ordinance (Dimensional Requirements), irrespective of whether the principal structure on the property in question complies with such setbacks or not.

6. Accessory structures, garages and unattached accessory dwelling units shall not exceed one-half (1.5) stories or eighteen (18) feet in height.”

The Salem Zoning Ordinance Section 3.2.8 Accessory Dwelling Areas is hereby amended by deleting this Section in its entirety and replacing it with the following:

“3.2.8 Accessory Dwelling Units. Accessory Dwelling Units shall be allowed as provided set forth in this section.

1. Purpose.

- A. To add rental units to the housing stock to meet the needs of smaller households and make housing units available to households who might otherwise have difficulty finding housing.
- B. To encourage the efficient use of the city's housing supply while preserving the character of the city's neighborhoods.
- C. To maximize privacy, dignity, and independent living among family members preserving domestic family bonds as well as to protect the stability, property values, and the residential character of the neighborhood.

- D. To permit the owner of an existing, or a proposed, principal dwelling to construct one additional dwelling unit per lot. Such a use is incidental and subordinate to the principal dwelling.
- E. To increase the supply of housing and the diversity of housing options, in response to demographic changes such as smaller households and older households.

2. Procedure.

- A. The Building Inspector shall administer and enforce the provisions of this section unless a Special Permit is required then the Zoning Board of Appeals shall be the Special Permit Granting Authority and the Building Inspector shall enforce the provisions of this section and of the Special Permit
- B. When a waiver is required, a Building Permit shall not be issued until a Special Permit has been granted and duly recorded.

3. Application.

- A. The Application for the Special Permit and/or Building Permit, if required, shall:
 - 1. Be signed by one hundred (100) percent of the record title ownership interest of the principal dwelling and shall include a copy of the deed and in the case of a property held by a condominium trust, all owners of all units within the condominium.
 - 2. Include a floor plan of the accessory dwelling unit, the principal dwelling where it is to be located and all elevations. All plans shall be drawn to scale and identify the existing structure and proposed modifications to create the accessory dwelling unit.

4. Requirements.

- A. The minimum parking required for the principal dwelling pursuant to Section 5.1 of this ordinance shall not count as off-street parking for the accessory dwelling unit. The accessory dwelling unit shall have one (1) dedicated off-street parking space unless otherwise waived pursuant to sub-section 6 of Section 3.2.8.
- B. There shall not be a net loss in the total measured caliper of private trees on the lot in which the accessory dwelling unit will be located unless otherwise waived pursuant to sub-section 6 of Section 3.2.8.
- C. The accessory dwelling unit shall not contain less than 350 square feet of habitable space.
- D. The accessory dwelling unit shall not contain in excess of 800 square feet of habitable space, unless otherwise waived pursuant to sub-section 6 of Section 3.2.8.
- E. The accessory dwelling unit shall not be constructed within a new detached unit.
- F. The accessory dwelling unit shall be within or attached to the principal dwelling, or within an existing unattached accessory structure, unless otherwise waived pursuant to sub-section 6 of Section 3.2.8.

- G. No more than one (1) accessory dwelling unit shall be located upon a single lot.
- H. An accessory dwelling unit shall not be permitted in a building with five (5) or more units.
- I. At least one (1) owner of the residence in which the accessory dwelling unit is created shall reside in one (1) of the dwelling units as a principal place of residence. For the purpose of this section, the "owner" shall be one or more individuals who hold title to the property and for whom the dwelling is the primary residence as evidenced by voter registration, tax return or other documentation demonstrating primary residence.
- J. Electricity, water and gas shall be provided by a single service to both the accessory dwelling unit and the principal dwelling.
- K. The accessory dwelling unit may not be sold or transferred separate and apart from the principal dwelling to which it is an accessory use. The principal dwelling and the accessory dwelling unit shall remain in common or single ownership and shall not be severed in ownership.
- L. Entry shall be located through existing entry or on the back or side of the main dwelling.
- M. Egress access shall be located on the side or rear of the building so that visibility from public ways is minimized.
- N. The accessory dwelling unit shall not contain more than two (2) bedrooms.
- O. The accessory dwelling unit shall be clearly subordinate in use, size and design to the principal dwelling.
- P. The accessory dwelling unit must be capable of being discontinued as a separate dwelling unit without demolition of any structural component of the principal dwelling.
- Q. There shall be no occupancy of the accessory dwelling unit until the Building Inspector has issued a certificate of occupancy that the principal dwelling and accessory dwelling unit shall be in compliance with all applicable health and building codes.
- R. The Building Permit shall be revoked upon determination by the Building Inspector that any condition imposed by Section 3.2.8 and/or special permit conditions has not been fulfilled.
- S. By filing the Application for a Special Permit or Building Permit for an accessory dwelling unit, all owners consent to an inspection without a warrant upon reasonable notice by the Building Inspector to ensure compliance with all terms of this section and conditions imposed upon the grant of the Special Permit.
- T. Short term rentals, as defined in Salem Code of Ordinances Chapter 15, are prohibited in the accessory dwelling unit.
- U. The accessory dwelling unit shall obtain certificate of fitness subject to the provisions of Section 2-705 of the City of Salem Code of Ordinances.

5. Special Permit. A Special Permit shall be required to use an existing accessory structure that does not comply with Section 4.1 (Table of Dimensional Requirements) as an accessory dwelling unit.
6. Waivers. Upon the request of the Applicant, the Zoning Board of Appeals may grant a Special Permit pursuant to Section 9.4 to waive the following requirements in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the accessory dwelling unit ordinance.
 - A. Notwithstanding anything to the contrary herein, the minimum required amount of parking may be waived if the Zoning Board of Appeals finds it is impractical to meet the parking standards and that such waivers are appropriate by reason that it will not result in or worsen parking problems in or in proximity to the Project, and upon demonstration to the reasonable satisfaction of the Zoning Board of Appeals that a lesser amount of parking will provide positive environmental or other benefits, taking into consideration:
 1. The availability of surplus off-street parking in the vicinity of the use being served
 2. The proximity to public transportation;
 3. The availability of public or commercial parking facilities in the vicinity of the accessory dwelling unit;
 4. The impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
 5. Such other factors as may be considered by the Zoning Board of Appeals.
 - B. The Zoning Board of Appeals may grant a waiver to allow a net loss in the total measured caliper of trees on the lot in which the accessory dwelling unit will be located taking into consideration the species of the tree, health of the tree, whether a replacement tree will be planted on another property or if a contribution to the tree replacement fund will be provided.
 - C. The Zoning Board of Appeals may grant a waiver to allow the accessory dwelling unit to exceed 800 square feet of habitable space, up to a maximum of 1,000 square feet, taking into consideration peculiarities of the layout of the principal dwelling.
 - D. The Zoning Board of Appeals may grant a waiver to allow an existing unattached accessory structure to be expanded to accommodate the accessory dwelling unit.
7. Termination.
8. The accessory living unit use shall terminate immediately upon any violation of any term or condition of this ordinance or of the Special Permit that the owner fails to cure, upon two (2) weeks written notice mailed to the applicant and to the occupants at the dwelling address by certified mail, return receipt requested.
 - A. Duty of Owner Upon Termination include:

- a. The owner shall discontinue the use of the accessory dwelling unit as a separate dwelling unit.
 - b. The kitchen facilities of the accessory dwelling unit shall be removed unless determined by the Building Inspector to be incidental and subordinate as an accessory use of the principal dwelling.
 - c. Any additional exterior entrance constructed to provide access to the accessory dwelling unit shall be permanently closed, unless the Building Inspector provides a waiver. The owner shall permit an inspection by the Building Inspector without a warrant.
7. Severability. All the clauses of this ordinance are distinct and severable, and if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this bylaw.”

Ilene Simons

From: Amanda Chiancola
Sent: Monday, May 11, 2020 9:00 AM
To: Ilene Simons
Cc: Tom Daniel; Kim Driscoll; Dominick Pangallo
Subject: Planning Board recommendation
Attachments: PB Rec ADU.docx; Recommended Changes to Ordinance.docx

Hi Ilene,

Please find the attached Planning Board Recommendation regarding the ADU zoning amendments. The Board did not take up Inclusionary zoning at their meeting last night (the meeting ran very late). The Board meets again on May 21st and will take IZ up then.

Thanks,
Amanda

Amanda Chiancola, AICP (she/her/hers) | Senior Planner
Department of Planning & Community Development
NEW LOCATION: 98 Washington St., 2nd Floor | Salem, MA 01970
978-619-5685 | achiancola@salem.com



Please be advised that City offices are closed to the public at least until April 7, 2020, in order to help minimize the spread of COVID-19. I will frequently check my emails while working remotely during this temporary closure. Thank you in advance for your patience and cooperation with keeping our community healthy.

Please note the Massachusetts Secretary of State's office has determined that most emails to and from municipal officials are public records. FMI please refer to: <http://www.sec.state.ma.us/pre/preidx.htm>

Please consider the environment before printing this email.



CITY OF SALEM

In City Council, May 14, 2020

Ordered:

The Mayor is hereby authorized to execute, on behalf of the City of Salem, an Easement Agreement with Vavel, LLC as forth in the attached Easement Agreement and as shown on the attached plan entitled "Parking and Access Easement and Exhibit for Loring Avenue, Salem, Massachusetts" prepared for Vavel, LLC on October 10, 2017 by the Morin-Cameron Group, Inc.

ELIZABETH M. RENNARD
CITY SOLICITOR
93 WASHINGTON STREET
SALEM, MA 01970
TEL: 978.619.5633
FAX: 978.744.1279
EMAIL: BRENNARD@SALEM.COM



CITY OF SALEM
KIMBERLEY L. DRISCOLL, MAYOR

LEGAL DEPARTMENT
93 WASHINGTON STREET
SALEM, MASSACHUSETTS 01970

VICTORIA B. CALDWELL
ASSISTANT CITY SOLICITOR
93 WASHINGTON STREET
SALEM, MA 01970
TEL: 978.619.5634
FAX: 978.744.1279
EMAIL: VCALDWELL@SALEM.COM

May 14, 2020

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is an Order authorizing the Mayor to execute an Easement Agreement with Vavel, LLC, owners of 602 Loring Avenue, Salem, MA, for the use of approximately 9,000 square feet of the Loring Avenue road layout.

As some of you will recall, the area of the proposed Easement had been used for a number of years as parking for a daycare without any agreement or easement from the City. The new owners of the property were granted a special permit to construct a 20-unit apartment building on the site and will improve the site with new landscaping and lighting. The entrance and streetscape will be dramatically enhanced. In addition to the site plan approval required improvements, after consultation with the City Assessor and Tree Warden, the City will be compensation \$12,500 for the easement and \$13,500 for the removal and replacement of trees. The funds for the trees will be used to plant trees elsewhere in the City under the direction of the Tree Warden.

Thank you for your consideration.

Sincerely,

Elizabeth Rennard

EASEMENT AGREEMENT

This Easement Agreement is entered by and between the City of Salem, a Massachusetts municipal corporation having a principal place of business at 93 Washington Street, Salem, Massachusetts (hereinafter the "Grantor") and Vavel, LLC, a Massachusetts limited liability company having a principal place of business at 18 Jane Road, Marblehead, Massachusetts (hereinafter the "Grantee").

WHEREAS, the Grantor is the owner of a parcel of land consisting of approximately 9,000 square feet of land and identified as "Prop. Parking & Access Easement" on the plan attached hereto and entitled "Parking and Access Easement Exhibit for Loring Avenue, Salem Massachusetts for Vavel, LLC" dated October 10, 2017 (the "Easement Plan"); and

WHEREAS, the Grantee is the owner of a parcel of land known as and numbered 602 Loring Avenue, Salem, Massachusetts which land is more particularly described in a deed to the Grantee dated June 22, 2017 and recorded with Essex South District Registry of Deeds in Book 35975, Page 430 (the "Grantee's Property").

NOW THEREFORE, for consideration of Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars the Grantor hereby grants to Grantee, its invitees, successors, and assigns, the exclusive and perpetual right and easement to use and improve the area shown as "Proposed Parking & Access Easement" (the "Easement Area") as appurtenant to the Grantee's Property for the purpose of providing vehicular and pedestrian access to and parking for the improvements to be located on the Grantee's Property.

Grantor and Grantee agree as follows:

The Grantee shall have the right to install, maintain, repair and replace access roadways, parking areas, utility lines, drainage systems, landscaping, lighting and other similar improvements within the Easement Area.

The Grantee shall, at its sole cost and expense, be responsible to perform necessary maintenance of the Easement Area, including repaving, removal of snow and ice, trimming of trees and shrubs, and other normal upkeep of said area.

The Grantee has filed an application with the Salem Tree Commission for permission to remove 27 public trees within the Easement Area having a diameter at breast height of 180 inches that are mostly damaged and provide little public benefit. The Grantee has agreed to contribute the sum of \$13,500 to the City of Salem Tree Replacement to compensate the City for the value of the removed trees.

The Grantee has inspected the Easement Area and has decided that the Easement Area is suitable for the uses Grantee contemplates and accepts the Easement Area "as is". Grantee assumes all the risk of entry onto and use of the Easement Area and Grantee hereby releases the Grantor from any responsibility for Grantee's losses or damages related to the condition of the Easement

Area (including, but not limited to the presence of pre-existing Hazardous Materials), and Grantee covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against the Grantor, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the Massachusetts Department of Environmental Protection ("DEP"), fines or penalties, permit and annual compliance fees, reasonable attorneys' and other professionals' expenses and fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Easement Area or Grantee's use of the Easement Area. This provisions shall survive the termination of this Easement Agreement.

The Grantee shall maintain liability insurance satisfactory to the Grantor relative to use of the Easement Area.

The Grantee shall not encumber or voluntarily cause a lien to be placed upon the Easement Area and shall take all steps necessary to immediately remove any such encumbrances or liens at its sole cost and expense.

All notices to be given pursuant to the terms hereof shall either be delivered in hand by messenger with signed receipt or by recognized overnight courier services with signed receipt, or shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice addressed as described below. Notices shall be deemed given when delivered by messenger or overnight courier service on the date of the delivery as aforesaid or when deposited in certified or registered United States mail, postage prepaid, return receipt requested.

IF TO GRANTOR: Office of the Mayor
City Hall
93 Washington Street
Salem, MA 01970

WITH A COPY TO: City Solicitor
City Hall
93 Washington Street
Salem, MA 01970

IF TO GRANTEE: Vavel LLC
18 Jane Road
Marblehead, MA 01945

WITH A COPY TO: Scott M. Grover, Esq.
27 Congress Street, Suite 414
Salem, MA 01970

Grantee and Grantor shall, at any time and from time to time, have the right to specify their proper addresses for purposes of this Agreement any other address or addresses by giving fifteen (15) days' written notice thereof to the other party in accordance with the provisions herein.

The validity, construction and interpretation of this Agreement will be in accordance with the laws of the Commonwealth of Massachusetts.

The obligations and benefits created pursuant hereto shall run with the land and be binding upon and inure to the benefit of the respective parties, their heirs, executors, administrators, and successors and assigns.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties and may be cancelled, modified or amended only by a written instrument executed by both the Grantor and Grantee.

No consent or waiver, expressed or implied by the Grantor to or for any breach of any covenant, condition or duty of Grantee shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty.

In the event Grantee shall fail to comply with any term or condition herein (an "Event of Default"), Grantor may terminate this Easement thirty (30) days after notice from Grantor of such Event of Default provided that Grantee shall have thirty (30) days from receipt of such notice to cure such Event of Default (except that in the case of an Event of Default which cannot with due diligence be cured within such period, then so long as Grantee proceeds with due diligence to contenance to cure the same within the aforesaid thirty (30) day period and thereafter prosecutes the curing of such Event of Default with due diligence to completion, the time of Grantee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence in the reasonable opinion of Grantor).

EXECUTED this ____ day of _____, 2020.

Vavel, LLC

By: _____,
its Manager

The City of Salem

By: _____
Kimberly Driscoll, its Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

_____, 2020

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was his/her _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose as his/her free act and deed.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

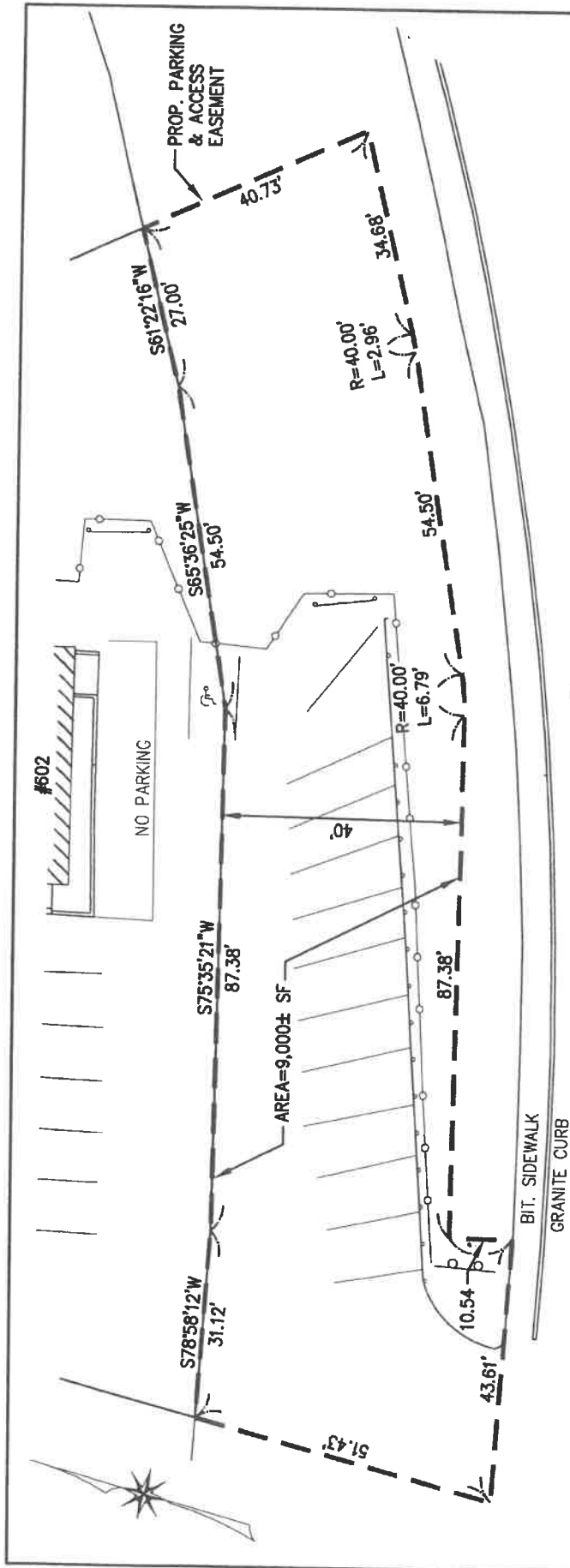
Essex, ss.

_____, 2020

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Kimberly Driscoll, Mayor as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me she signed it voluntarily for its stated purpose as her free act and deed on behalf of the City of Salem.

Notary Public

My Commission Expires:



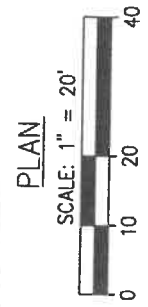
LORING (PUBLIC - VARIABLE WIDTH) AVENUE

**PARKING & ACCESS
EASEMENT EXHIBIT**

FOR
LORING AVENUE
SALEM, MASSACHUSETTS

PREPARED FOR
VAVEL, LLC

SCALE: 1"=20' DATE: OCTOBER 10, 2017



PLAN REFERENCE:

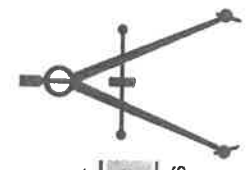
REFER TO A PLAN TITLED "PLAN OF LAND IN SALEM PREPARED FOR LIVING & LEARNING CENTERS, INC.," PREPARED BY ESSEX SURVEY SERVICE, INC. ON MAY 15, 1972 AS RECORDED ON PLAN 241 OF 1972 AT THE SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS.

EXISTING CONDITIONS NOTE:

EXISTING FEATURES SHOWN ON THIS PLAN SHOULD BE CONSIDERED APPROXIMATE ONLY.

The
**Morin-Cameron
GROUP, INC.**

CIVIL ENGINEERS | ENVIRONMENTAL CONSULTANTS
LAND SURVEYORS | LAND USE PLANNERS
65 ELM STREET, DANVERS, MASSACHUSETTS 01923
P: 978-777-8586, F: 978-774-3488, W: WWW.MORINCAMERON.COM





CITY OF SALEM

In City Council, May 14, 2020

Ordered:

The City Engineer, City Solicitor and City Clerk shall work cooperatively to prepare the necessary plans and orders and schedule a public hearing before the City Council as soon as practicable for the proper acceptance of the following streets: Cedarcrest Road, Intervale Road and DeFrancisco Avenue.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 14, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Our Health Agent David Greenbaum and I would to request the opportunity to address you at your meeting of May 14th provide the public and the City Council with an update on the City's response to the COVID-19 outbreak. Thank you.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

In City Council,

Ordered:

May 14, 2020

That the sum of Twenty-Four Thousand, Four Hundred Forty-One Dollars and Thirty-Nine Cents (\$24,441.39) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2020 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
John Bezzati	DPS	\$ 13,390.89
James Cleary	DPS	2,783.82
David Cronin	DPS	8,266.68
		\$ 24,441.39



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

May 14, 2020

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Twenty-Four Thousand, Four Hundred Forty-One Dollars and Thirty-Nine Cents (\$24,441.39) appropriated within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to fund the retirement buyback costs to be expended for FY 2019 contractual buybacks.

<u>NAME</u>	<u>DEPARTMNET</u>	<u>AMOUNT</u>
John Bezzati	DPS	\$13,390.89
James Cleary	DPS	\$ 2,783.82
David Cronin	DPS	\$ 8,266.68
		<hr/>
		\$24,441.39

I recommend passage of the accompanying Order.

Very truly yours,

A handwritten signature in black ink that reads "Kimberley Driscoll".

Kimberley Driscoll
Mayor



CITY OF SALEM, MASSACHUSETTS

HUMAN RESOURCES
120 WASHINGTON STREET
TEL. (978) 745-9595 EXT. 5630
FAX (978) 745-7298

KIMBERLEY DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: April 16, 2020
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Department of Public Services.

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

John Bezzati

Table with 2 columns: Description and Amount. Rows include 441.25 sick hours @ \$26.7775 per hour (\$11,815.57), 58.83 vacation hours @ \$26.7775 per hour (\$1,575.32), and Total (\$13,390.89).

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
[Handwritten signature]



CITY OF SALEM

PART A

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

DATE 4/13/2020

NAME (LAST, FIRST, MIDDLE) <u>Bezzati John</u>		EMPLOYEE NO. <u>101929</u>	CHECK ALL THAT APPLY <input type="checkbox"/> 1. EMPLOYMENT <input type="checkbox"/> 2. WAGE/SALARY ADJUSTMENT <input type="checkbox"/> 3. TRANSFER <input type="checkbox"/> 4. LEAVE OF ABSENCE <input type="checkbox"/> 5. ADDRESS/NAME CHANGE <input type="checkbox"/> 6. TERMINATION <input type="checkbox"/> 7. OTHER
JOB TITLE <u>HCO</u>		JOB CODE	
DEPARTMENT <u>DPS</u>	DIVISION	DEPT. NO. <u>1230</u>	
1. EMPLOYMENT			

ADDRESS-STREET	CITY	STATE	ZIP CODE	SOCIAL SECURITY NO.	NEW HIRE	REHIRE	RECALL	Salaried Hourly			
PERMANENT		4. TEMP	CIVIL SERVICE YES NO	DATE APPROVED	VETERAN YES NO	SHIFT	PAY RATE \$	PER	SHIFT PREM.	Grade	Step
1. Full Time	2. 20 HRS. + Part Time	3. Part Time									
TELEPHONE NO.	DATE OF BIRTH	SEX M F	ETHNIC CODE	SCHEDULED HOURS	HOURLY RATE	# DEPENDENTS	MARRITAL STATUS M S OTHER				
REQUIRED LICENSE: TYPE(S)			CLASS	EXPIRATION DATE							

2. WAGE / SALARY ADJUSTMENT (GIVE EXPLANATION IN SEC. 8)

ANNIVERSARY DATE	DATE OF LAST INCREASE	PRESENT RATE PER	PROPOSED RATE PER	NEW HOURLY RATE	GRADE	STEP	EFFECTIVE DATE
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3. TRANSFER-JOB, SHIFT, DEPT. (GIVE EXPLANATION IN SEC. 8)

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. 8)

FROM	TO	DATE RETURNED
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5. ADDRESS / NAME CHANGE

NEW ADDRESS	STREET	CITY	STATE	ZIP CODE	NEW TELEPHONE NO.	CORRECT NAME TO
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6. TERMINATION (GIVE EXPLANATION IN SEC. 8)

LAST DAY WORKED	DATE HIRED	RECOMMENDED FOR REEMPLOYMENT	YES	NO
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REASON					QUALITY OF WORK				ATTENDANCE				ATTITUDE				JOB KNOWLEDGE			
RE-SIGNED	LAI D OFF	END OF TEMP.	RE-TIRED	DIS-CHARGED	EXCEL	GOOD	FAIR	POOR	EXCEL	GOOD	FAIR	POOR	EXCEL	GOOD	FAIR	POOR	EXCEL	GOOD	FAIR	POOR

7. EMERGENCY CONTACT

NAME:	TELEPHONE NO.	RELATIONSHIP
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8. EXPLANATION OF ACTION (or other action)

Retired - 4/3/2020

FINANCE DEPARTMENT <u>[Signature]</u>	DATE <u>4/13/2020</u>
DEPARTMENT HEAD / APPOINTING AUTHORITY	DATE
PERSONNEL DEPARTMENT <u>[Signature]</u>	DATE

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

From: Department Dept. of Public Services Date 4/16/2020

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

NAME: John Bezzati

CALCULATION

VACATION HOURS # 58.83 @ \$ 26.775 = \$ 1,575.32

SICK HOURS # 44.25 @ \$ 26.775 = \$ 1,181.57

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

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 13,390.89

Please attach corresponding PAF or other backup to this sheet.

Reason: Retirement - 4/3/2020

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

Approved

H R Director/City or Superintendent/Schools



CITY OF SALEM, MASSACHUSETTS

HUMAN RESOURCES
120 WASHINGTON STREET
TEL (978) 745-9595 EXT. 5630
FAX (978) 745-7298

KIMBERLEY DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: March 10, 2020
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Department of Public Services.

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

James Cleary

Table with 2 columns: Description and Amount. Rows include 11.750 sick hours @ \$29.05 per hour (\$ 341.34), 84.0784 vacation hours @ \$29.05 per hour (\$2,442.48), and Total: \$2,783.82.

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.

Handwritten signature/initials



CITY OF SALEM

PART A

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

DATE 3/11/2020

NAME (LAST, FIRST, MIDDLE) <u>Cleary, James</u>		EMPLOYEE NO. <u>100935</u>	CHECK ALL THAT APPLY 1. EMPLOYMENT () 2. WAGE SALARY ADJUSTMENT () 3. TRANSFER () 4. LEAVE OF ABSENCE () 5. ADDRESS/NAME CHANGE () 6. TERMINATION () 7. OTHER ()
JOB TITLE <u>Working Foreman</u>		JOB CODE	
DEPARTMENT <u>Public Services</u>	DIVISION	DEPT. NO. <u>1230</u>	
1. EMPLOYMENT			

ADDRESS-STREET	CITY	STATE	ZIP CODE	SOCIAL SECURITY NO.	NEW HIRE	REHIRE	RECALL	Salaried Hourly	
PERMANENT 1. Full Time 2. 20 HRS.+ Part Time 3. Part Time	4. TEMP	CIVIL SERVICE YES NO	DATE APPROVED	VETERAN YES NO	SHIFT	PAY RATE \$	PER	SHIFT PREM.	Grade Step
TELEPHONE NO.	DATE OF BIRTH	SEX M F	ETHNIC CODE	SCHEDULED HOURS	HOURLY RATE	# DEPENDENTS	MARITAL STATUS M S OTHER		
REQUIRED LICENSE: TYPE(S)		CLASS		EXPIRATION DATE					

2. WAGE / SALARY ADJUSTMENT (GIVE EXPLANATION IN SEC. 8)							
ANNIVERSARY DATE	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. 8)							
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. 8)		
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. 8)															
LAST DAY WORKED			DATE HIRED			RECOMMENDED FOR REEMPLOYMENT			YES	NO					
REASON RE-SIGNED LAID OFF END OF TEMP. RE-TIRED DIS-CHARGED				QUALITY OF WORK EXCEL GOOD FAIR POOR				ATTITUDE EXCEL GOOD FAIR POOR				JOB KNOWLEDGE EXCEL GOOD FAIR POOR			

7. EMERGENCY CONTACT		
NAME:	TELEPHONE NO.	RELATIONSHIP

8. EXPLANATION OF ACTION (or other action)	
<u>Retirement - 3/1/2020</u>	
FINANCE DEPARTMENT	DATE
DEPARTMENT HEAD / APPOINTING AUTHORITY	DATE
PERSONNEL DEPARTMENT	DATE
<i>[Signature]</i>	<u>3/11/2020</u>

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

From: Department DPS Date _____

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

NAME: James Cleary

CALCULATION

VACATION HOURS # 84.0784 @ \$ 29.05 = \$ 2,442.48

SICK HOURS # 11.750 @ \$ 29.05 = \$ 341.34

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

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 2,783.82
Please attach corresponding PAF or other backup to this sheet.

Reason: retired - 3/1/2020

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

Approved

H R Director/City or Superintendent/Schools



CITY OF SALEM, MASSACHUSETTS

HUMAN RESOURCES
120 WASHINGTON STREET
TEL. (978) 745-9595 EXT. 5630
FAX (978) 745-7298

KIMBERLEY DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: March 10, 2020
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Department of Public Services.

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

David Cronin

360 sick hours @ \$22,9630 per hour \$8,266.68

Total: \$8,266.68

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.



CITY OF SALEM

PART A

THIS FORM CANNOT BE PROCESSED UNLESS ALL SHADED AREAS AND PERTINENT INFORMATION IS SUPPLIED

PERSONNEL ACTION / DATA FORM

DATE _____

NAME (LAST, FIRST, MIDDLE) <i>Cronin David</i>		EMPLOYEE NO. <i>100496</i>	CHECK ALL THAT APPLY <input type="checkbox"/> 1. EMPLOYMENT <input type="checkbox"/> 2. WAGE SALARY ADJUSTMENT <input type="checkbox"/> 3. TRANSFER <input type="checkbox"/> 4. LEAVE OF ABSENCE <input type="checkbox"/> 5. ADDRESS/NAME CHANGE <input type="checkbox"/> 6. TERMINATION <input type="checkbox"/> 7. OTHER
JOB TITLE <i>Laborer</i>		JOB CODE	
DEPARTMENT <i>Public Services</i>	DIVISION	DEPT. NO. <i>1230</i>	

1. EMPLOYMENT

ADDRESS-STREET	CITY	STATE	ZIP CODE	SOCIAL SECURITY NO.	NEW HIRE	REHIRE	RECALL	Salaried Hourly		
PERMANENT 1. Full Time 2. 20 HRS. + Part Time 3. Part Time	4. TEMP	CIVIL SERVICE YES NO	DATE APPROVED	VETERAN YES NO	SHIFT	PAY RATE \$	PER	SHIFT PREM.	Grade	Step
TELEPHONE NO.	DATE OF BIRTH	SEX M F	ETHNIC CODE	SCHEDULED HOURS	HOURLY RATE	# DEPENDENTS	M	S	MARITAL STATUS OTHER	
REQUIRED LICENSE: TYPE(S)	CLASS		EXPIRATION DATE							

2. WAGE / SALARY ADJUSTMENT (GIVE EXPLANATION IN SEC. 8)

ANNIVERSARY DATE	DATE OF LAST INCREASE	PRESENT RATE PER	PROPOSED RATE PER	NEW HOURLY RATE	GRADE	STEP	EFFECTIVE DATE
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3. TRANSFER-JOB, SHIFT, DEPT. (GIVE EXPLANATION IN SEC. 8)

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. 8)

FROM	TO	DATE RETURNED
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5. ADDRESS / NAME CHANGE

NEW ADDRESS	STREET	CITY	STATE	ZIP CODE	NEW TELEPHONE NO.	CORRECT NAME TO
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6. TERMINATION (GIVE EXPLANATION IN SEC. 8)

LAST DAY WORKED	DATE HIRED	RECOMMENDED FOR REEMPLOYMENT	YES	NO
REASON RE-SIGNED OFF LAID END OF RE-TEMP. DIS-TIRED CHARGED	QUALITY OF WORK EXCEL GOOD FAIR POOR	ATTENDANCE EXCEL GOOD FAIR POOR	ATTITUDE EXCEL GOOD FAIR POOR	JOB KNOWLEDGE EXCEL GOOD FAIR POOR

7. EMERGENCY CONTACT

NAME:	TELEPHONE NO.	RELATIONSHIP
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8. EXPLANATION OF ACTION (or other action)

Retired - 1/29/2020

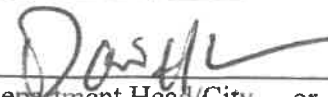
FINANCE DEPARTMENT DATE

DEPARTMENT HEAD / APPOINTING AUTHORITY

PERSONNEL DEPARTMENT
[Signature] 3/11/2020

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

From: Department Public Services Date 3/10/2020

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

NAME: David Cronin

CALCULATION

VACATION HOURS # _____ @ \$ _____ = \$ _____

SICK HOURS # 360 @ \$ 22.9630 = \$ 8,266.68

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

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 8,266.68
Please attach corresponding PAF or other backup to this sheet.

Reason: Retired - 1/29/2020

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

Approved

H R Director/City or Superintendent/Schools



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 14, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, John Boris of 5 Bedford Street to the Affordable Housing Trust Fund Board for a term of 2 years to expire May 24, 2022.

I recommend confirmation of his reappointment to the Affordable Housing Trust Fund Board and ask that you join me in thanking Mr. Boris for his continued dedicated service and commitment to our community.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 14, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Luis Matos De Los Santos to the Salem Youth Commission for a term of one year to expire May 14, 2021.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 14, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Cynthia Nina-Soto to the Salem Redevelopment Authority for a five-year term to expire December 8, 2021. Ms. Nina-Soto will complete the remainder of the unexpired term previously filled by Mr. Gary Barrett, who stepped down from the Authority earlier this year to accept an appointment to the Licensing Board.

Ms. Nina-Soto earned her degree in business administration from Salem State and today owns her own real estate brokerage. In her professional work, Ms. Nina-Soto has been focused on helping first-time homebuyers and Latino families especially. She is deeply committed to building a strong community here in Salem. Ms. Nina-Soto is President of the North Shore Association of Realtors and currently volunteers on the City's Scholarship & Education Committee. She has served on the Affordable Housing Trust Fund Board, but will step down from that board to take on this new role.

I recommend confirmation of Ms. Nina-Soto to the Salem Redevelopment Authority. We are fortunate that she is willing to serve our community in this important role and lend her insights and expertise to the Authority and its work.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 14, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Susan Yochelson of 5 Eden Street to the Tree Commission as an Alternate Member for a three-year term to expire July 18, 2022. Ms. Yochelson will complete the remainder of the unexpired term previously filled by Ms. Charlotte Enfield, who stepped down from the Commission due to work constraints.

Ms. Yochelson worked for 12 years as the Outreach Coordinator of Salem Sound Coastwatch and has been an active member of SalemRecycles since the committee's inception. She holds a Masters in Social Work from the University of Maryland and studied urban and environmental policy and planning in the Community Environmental Studies graduate program at Tufts University. Ms. Yochelson is a board member of the Salem Alliance for the Environment and is dedicated to the protection of our community's natural and ecological resources.

I recommend confirmation of Ms. Yochelson to the Tree Commission. We are fortunate that she is willing to serve our community in this important role and lend her insights and expertise to the Commission and its work.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

April 23, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Darren Black of 1 Essex Street #1 to the Commission on Disabilities for a three-year term to expire April 23, 2023. Mr. Zamborlini will take the seat previously filled by Mr. David Martel, who has stepped down from the Commission. I hope you will join me in thanking Mr. Martel for his volunteer service on this Commission and his commitment to our community.

Mr. Black is an experienced disability services professional and a passionate advocate for those living with disabilities. For the last eight years, he has worked as a vocational rehabilitation counselor for the Massachusetts Commission for the Blind. Prior to that he worked as a counselor and teacher with the Commission starting in 1996. Mr. Black holds a Master's of Science degree in Rehabilitation Counseling from UMass-Boston and earned his Bachelor's degree from the University of Notre Dame.

I recommend confirmation of Mr. Black to the Commission on Disabilities. We are fortunate that he is willing to serve our community in this important role and lend his insights and expertise to the Commission and its work.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem