



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 9, 2019

Salem City Council
City Hall
93 Washington Street
Salem, MA 01970

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Marc Perras of 6 Union Street #1 to the Design Review Board, with the recommendation of the Salem Redevelopment Authority. Mr. Perras will complete the remainder of an unexpired three-year term ending March 1, 2020. The seat was previously held by Christopher Dynia, who has stepped down from the Board.

Mr. Perras holds a Bachelor's degree from the University of Virginia and received his Master's degree in architecture from Harvard University. He is currently a senior associate at Jones Architecture and, prior to that, had been a senior associate at Perry Dean Rogers | Partners Architects. Mr. Perras was the project manager and designer for a large-scale renovation at the Sloan School of Management at MIT, project manager for a \$44 million renovation of three buildings at Norwich University, and project manager for the design and construction of a new \$18 million urban infill project for the Massachusetts Department Unemployment Assistance.

I believe Mr. Perras will bring a great deal of expertise and experience to the work of the Design Review Board. We are fortunate he is willing to serve our community in this capacity and I strongly recommend confirmation of his appointment.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



MARC PERRAS
AIA
Senior Associate

RECENT PROJECT EXPERIENCE

College of Liberal Arts and College of Professional Schools / Norwich University, Northfield, VT - Project Manager for the \$44M, 65,200 GSF renovation of three buildings housing classrooms, offices, and support spaces, and a 51,300 GSF new building for case study rooms and research spaces. Scope of work includes Dewey Hall and Ainsworth Hall in the College of Liberal Arts; Webb Hall, a general classroom building; and Mack Hall, a new building for the College of Professional Schools.

Professional Licensure:
MA

Department of Unemployment Assistance Offices / DCAMM, Brockton, MA - Project Manager for the design and construction of a new, \$18M, 35,000 GSF urban infill building housing a call center, office space, and flexible training rooms, with an estimated completion date of 2021. This project was a result of a feasibility study completed with the same team Summer 2018.

Member AIA
Member BSA

Recognition:
Guest Juror/ongoing - BAC, Northeastern University, Harvard GSD

Sloan School of Management Renovations / Massachusetts Institute of Technology, Cambridge, MA - Project Manager/Designer for the \$1M, 5,800 GSF renovation of shell space for a pair of research groups from the Sloan School. Located on the 13th floor, the space provided tremendous views of the Boston skyline and ample amounts of natural light which became major design drivers.

Education:
Master of Architecture, Graduate School of Design, Harvard University, 2005

Ongoing Renovations / Massasoit Community College, Brockton and Canton, MA - Project Manager for the following:

Bachelor of Science in Architecture, University of Virginia, 1999

Engineering Lab, Canton, MA: \$750K, 2,000 GSF modification of an existing oversized classroom space to accommodate a materials testing lab with a lecture component.

Veterinary Technology Clinic, Canton, MA: \$1.2M, 2,600 GSF renovation. This facility will enable the College to advance their fledgling Veterinary Technology program through accreditation.

Dining Hall, Brockton, MA: \$1.5M, 14,000 GSF renovation of an early 1970's dining hall to modernize the space and transform the collegiate dining experience on campus.

Accessibility Upgrades, Brockton, MA: \$1M of upgrades; manage a team of consultants and work directly with DCAMM experts to identify and modify areas of greatest need on campus, increasing the ease of circulation for those with and without mobility issues.

Private Residential Projects / Beverly and Watertown, MA - Project Manager

MARC PERRAS

**ADDITIONAL EXPERIENCE
(WHILE AT PDRIP
ARCHITECTS 1999-2011)**

ACADEMIC:

Science and Technology Building / Quinsigamond Community College, Worcester, MA
(38,000 GSF new; \$16.5M estimated; study completed in 2011; building completed in
2015; Targeted LEED Silver)

LIBRARIES:

Research and Information Commons / Daemen College, Amherst, NY (49,000 GSF new
& 2,000 GSF renovation; \$13.4M; completed 2009)

Goddard Library / Clark University, Worcester, MA (13,000 GSF new & 93,000 GSF
renovation; \$12M; completed 2009)

Maxwell Library Study / Bridgewater State University, Bridgewater, MA (28,000
GSF new & 4,000 GSF renovation; \$2M and \$4M option; study completed 2013)

Clifford E. Barbour Library Study / Pittsburgh Theological Seminary, Pittsburgh, PA
(43,800 GSF renovation; \$10M; study completed 2012)

CAMPUS CENTERS:

Wise Campus Center / Norwich University, Northfield, VT (25,000 GSF new & 47,000
GSF renovation; \$21.7M; completed in 2007)

Student Union / Fort Lewis College, Durango, CO (39,000 GSF new & 67,000 GSF
renovation; \$31.4M; completed in 2011; LEED Gold)

**PROFESSIONAL
EXPERIENCE**

Perry Dean Rogers | Partners Architects, Boston, MA; 2005-2014, Senior Associate

JAMb, Woodworking + Design Partnership, Somerville, MA; 2004-2015

Ruhl Walker Architects, Boston, MA; 2004, Intern

Vinci Hamp Architects, Inc., Chicago, IL; 2001-2002, Intern

Hutter Architects, Chicago, IL; 1999-2001, Intern





CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 23, 2019

Salem City Council
City Hall
93 Washington Street
Salem, MA 01970

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Darleen Melis of 155 Federal Street to serve as a regular member of the Salem Tree Commission. Ms. Melis is appointed to a three-year term to expire May 23, 2022. This seat, specified in Section 43-12(a)(6) is vacant as this Commission is newly established.

Ms. Melis was deeply engaged in the work of the LORAX Task Force, helping to draft the new tree Ordinance. She spent sixteen years as a member of the Salem School Building Committee and served as an elected member of the Salem School Committee from 1998 until 2006. Ms. Melis has extensive experience in committee cooperation and leadership, as well as a strong dedication to the visual environment – both natural and built – of our community.

I believe Ms. Melis will be a productive and positive member of this important new commission and, as someone who was involved in the writing of the Ordinance, will bring an important familiarity with the details and requirements of the code. We are fortunate she is willing to serve our community in this capacity and I strongly recommend confirmation of her appointment.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 23, 2019

Salem City Council
City Hall
93 Washington Street
Salem, MA 01970

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Naomi Cottrell to serve as a regular member of the Salem Tree Commission. Ms. Cottrell is appointed to a three-year term to expire May 23, 2022. This seat, specified in Section 43-12(a)(5) is vacant as this Commission is newly established.

Ms. Cottrell is been practicing landscape architecture in the Boston area for over 20 years and is passionate about the role trees play in our urban environment. She is certified with the US Green Building Council as a LEED Accredited Professional and holds a Master's degree in Landscape Architecture from Harvard University's Graduate School of Design. Ms. Cottrell's work spans a wide diversity of projects, from urban parks to institutional campuses and everything in between.

I believe Ms. Melis will be a productive and positive member of this important new commission and, as someone who was involved in the writing of the Ordinance, will bring an important familiarity with the details and requirements of the code. We are fortunate she is willing to serve our community in this capacity and I strongly recommend confirmation of her appointment.

Very truly yours,

A handwritten signature in black ink that reads "Kim Driscoll". The signature is written in a cursive, flowing style.

Kimberley Driscoll
Mayor
City of Salem

Naomi J Cottrell, RLA, LEED AP



Professional Experience	Crowley Cottrell, LLC · Boston, MA · Principal/Owner	2012-Present
	Reed Hilderbrand · Cambridge, MA · Senior Associate	2003-2011
	Keith LeBlanc Landscape Architecture · Boston, MA · Landscape Designer	1998-2000
	Olson Lewis + Dioli Architects · Manchester, MA · Architectural Designer	1996-1998
Education	Harvard University Graduate School of Design · Cambridge, MA 2002 Master of Landscape Architecture	
	Clemson University · Clemson, SC 2013 Alumni of Distinction Award (Inaugural) 1995 Bachelor of Landscape Architecture 1994 Bachelor of Arts, Architecture 1994 ASLA Student Honor Award	
Project Recognition	Mainstreet Modular Parklet · Peabody, MA 2016 BSLA Honor Award for Design with Limited Resources	
	Concord Academy Main Gate · Concord, MA 2016 Concord Historic Commission Award for Landscape Preservation	
	Greenlee House · Dallas, TX (RH) 2013 ASLA Honor Award & BSLA Merit Award	
	Edward Leathers Community Park · Somerville, MA (RH) 2012 BSLA Merit Award	
	Beck House · Dallas, TX (RH) 2011 ASLA Honor Award & BSLA Merit Award	
	Pamet Valley · Truro, MA (KLLA) 2010 ASLA Honor Award & BSLA Honor Award 2010 Suburbia Transformed Award- James Rose Center	
Teaching & Speaking	ASLA National Convention · Presenter 2016 "Mid-Career Mania: A Look Behind the Curtain"	
	Clemson University, College of Architecture · Guest Lecturer 2013 "Collaborating with Masters: Shaping the Forgotten Landscapes of Modernist Houses"	
	Northeastern University, School of Architecture, Urban Landscape Program · Studio Instructor 2012 Small Urban Spaces Design Studio	
	University of Kentucky, College of Architecture · Travel Seminar Guest Lecturer 2008 "Trends in Urban Public Spaces- Copley Square Case Study"	
	Harvard University Graduate School of Design · Career Discovery Principal Instructor 2003 Landscape Architecture and Urban Design	
	Roxbury Madison Park High School, Design and Construction Academy · Vocational Teacher 2003 Grades 10-12	
	Harvard University Graduate School of Design · Landscape Department Teaching Fellow 2002 Landscape Core Studio 1111, with Michael Blier 2001 Landscape Core Studio 1112, with Dorothee Imbert	
Registrations	USGBC – LEED Accredited Professional	
	Registered Landscape Architect · MA	



Naomi Cottrell, RLA, LEED AP, ASLA
Principal/Owner

With training in both Architecture and Landscape Architecture, Naomi blends her decades of experience in modernism and minimalism with her New England yankee roots to ground even her most playful projects in elegance and efficiency.

She believes in the power of quality designed landscapes in all communities, and understands that the most important design principles apply as much for her high-end residential work as for her community driven projects.

With years of experience leading public process, her charismatic personality helps her to connect with clients and communities to understand and realize their dreams for the site.

Naomi has lead a number of projects recognized in publications and with awards, including two ASLA Honor Awards for residential work, a BSLA Merit Award for Excellence in Design of Parks and Recreation Facilities, and a BSLA Honor Award for Success with Limited Resources.





CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 23, 2019

Salem City Council
City Hall
93 Washington Street
Salem, MA 01970

Ladies and Gentlemen of the City Council:

I am very pleased to reappoint Shantel Alix of 6 Hart Street, Lynn, to the Salem Youth Commission for a one-year term to expire May 26, 2020.

We are very fortunate that Ms. Alix is willing to volunteer as one of the adult members of the Commission and continue to serve our community on the Commission. I strongly encourage confirmation of her reappointment.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Ms. Lynda Coffill, of 56 Belleview Avenue, to the Council on Aging for a term of 3 years to expire 5/23/2022.

I recommend confirmation of her reappointment to the board and ask that you join me in thanking Ms. Coffill for her continued dedicated service and commitment to our community.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Mr. David Moisan, of 45 Saint Peter Street #311, to the Disabilities Commission for a term of 3 years to expire 6/1/2022.

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

Very truly yours,

A handwritten signature in cursive script that reads "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Mr. J. Michael Sullivan, of 10 Lee Street, to the Design Review Board for a term of 3 years to expire 6/11/2022.

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

Very truly yours,

A handwritten signature in cursive script that reads "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Mr. Tyler Carlton, of 34 Park Street #2, to the Scholarship and Education Committee for a term of 3 years to expire 6/1/2022.

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

Very truly yours,

A handwritten signature in cursive script that reads "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Ms. Liz McGovern, of 8 Lyme Street, to the Scholarship and Education Committee for a term of 3 years to expire 6/1/2022.

I recommend confirmation of her reappointment to the board and ask that you join me in thanking Ms. McGovern for her continued dedicated service and commitment to our community.

Very truly yours,

A handwritten signature in cursive script that reads "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

I am pleased to submit to you this week the proposed FY2020 operating and capital budgets for the City of Salem and the Salem Public Schools.

The FY2020 Capital Improvement Plan (CIP) will also be included as part of this budget, as are the associated bond orders for the capital plan. I am proud that we instituted a practice of including a forward-looking capital plan in our budget each year as a responsible and transparent way of planning for future obligations while meeting present-day needs to best serve Salem residents.

The budget package will also include authorization of the revolving funds for FY2020 and Ordinances pertaining to rates.

I look forward to working with you in the coming weeks to enact this proposed spending plan in order to continue strengthening and improving our great City.

Sincerely,

Kimberley Driscoll
Mayor
City of Salem

CITY OF SALEM

In the year Two Thousand and Nineteen

An Ordinance to amend to amend an Ordinance relative to Sewer Use Charges

Be it ordained by the City Council of the City of Salem, as follows:

Section I. Chapter 46, Section 230 is hereby amended by deleting subsection (c) in its entirety and replacing it with the following:

“(c) The rates for sewer use charges effective July 1, 2019 shall be as follows:

Residential, per 100 cubic feet...	\$ 6.91
Nonresidential, per 100 cubic feet up to 25,000 cubic feet per month	\$10.46
Nonresidential, per 100 cubic feet for 25,000 cubic feet and greater per month	\$13.40

The use of all water and sewer funds and SESD funds shall be excluded from all private development projects.”

Section II. This Ordinance shall take effect as provided by City Charter.

CITY OF SALEM

In the year Two Thousand and Nineteen

An Ordinance to amend an Ordinance relative to Rates for Use of Water

Be it ordained by the City Council of the City of Salem, as follows:

Section 1. Chapter 46, Section 66 is hereby amended by deleting subparagraph (b) in its entirety and replacing it with the following:

“(b) The rate for all water furnished by meter measurements effective July 1, 2019 shall be as follows:

(1) Residential, per 100 cubic feet \$3.46

(2) Nonresidential, per 100 cubic feet \$4.68

Section 2. Chapter 46, Section 66 is hereby further amended by deleting subparagraph (e) in its entirety and replacing it with the following:

“(e) The minimum rate for residential metered water for each quarter shall be \$34.60 per 1000 cubic feet effective July 1, 2019.

The use of all water and sewer funds and SESD funds shall be excluded from all private development projects.”

Section 3. This Ordinance shall take effect as provided by City Charter.

CITY OF SALEM



In City Council, May 23, 2019

ORDERED: That the Salem City council vote, pursuant to the provisions of MGL Chapter 44, Section 53E ½ to authorize the establishment of the revolving funds for FY2020 as herein described. Expenditures from said funds shall not exceed the amount of funds received in the respective accounts or as authorized as stated, shall come from any funds received by the respective boards for performing services, shall be used solely for the purpose of implementing the programs delineated and shall be approved by a majority vote of any respective boards in accordance with the recommendation of Her Honor the Mayor.

Department	Fund Name	Fund #	Programs & Purposes	Type of Receipts Credited	Authorization for Spending	FY 2020 Budget Request Maximum Annual Expenditures
COA	COA Programs	2374	To defray program costs including instructors, presenters, entertainment, decorations, food, etc.	Revenues and fees charged for programs	COA Director and Mayor	\$ 40,000.00
Electrical	R/A Telecom	2376	To fund public information technology, telecommunication and electrical initiatives and projects	Application fees and rental revenue from telecommunications attachments pursuant to sections 12-125 and 12-170 of the City Ordinances	City Electrician and Mayor	\$ 50,000.00
Fire	R/A Local Emergency Planning Comm	2433	Training and special equipment needed to respond to hazardous materials incidents per CH 21E	Fees charged to persons spilling or releasing hazardous materials	Fire Chief and Mayor	\$ 5,000.00
Fire	R/A Confined Space Drills	2449	Confined space training for Firefighters.	Fee charged to Dominion Power Plant to cover OT costs for Firefighter Confined Space Drill training.	Fire Chief and Mayor	\$ 20,000.00
Harbormaster	Boat/Float Storage	2368	To fund Capital items for Harbormaster and to fund maintenance costs of equipment.	Fees charged for boat and float storage at Winter Island and Kernwood Marina	Harbormaster and Mayor	\$ 50,000.00

Department	Fund Name	Fund #	Programs & Purposes	Type of Receipts Credited	Authorization for Spending	FY 2020 Budget Request Maximum Annual Expenditures
Health	Health Clinics	2364	To support vaccination program and other health promotion activities of the Health Department	Reimbursements from vaccination programs	Health Agent and Mayor	\$ 20,000.00
Mayor	Special Events	2361	To cover expenses for July 4th and Haunted Happenings events.	Funding from RFP's for services, vendors and miscellaneous sponsorships.	Mayor	\$ 125,000.00
Recreation	Winter Island	2362	To increase and replenish store inventory as needed and to enhance and maintain WI store.	Revenue from sale of inventor at the Winter Island Store	Recreation Director and Mayor	\$ 40,000.00
Recreation	Proctor's Ledge	2384	For Maintenance of Proctor's Ledge site	Revenue of 25 cents from the sale of each ticket at the Witch House.	Recreation Director and Mayor	\$ 12,000.00
Recreation	Road Race Fees	2385	For Park Maintenance	Five percent of race and event registration fees.	Recreation Director and Mayor	\$ 6,000.00
Recreation	Dog Park	2435	Renovations and Maintenance of Dog Park at Leslie's Retreat Park.	Fee charged for pass to use dog park (pooch pass). Twenty-Five dollars annually for pass.	Recreation Director and Mayor	\$ 5,000.00
Recreation	Park & Rec Public Access	2452	To be used for the operation and maintenance of Winter Island and McCabe Marina	Parking and launch fees charged at McCabe Marina & Winter Island	Recreation Director and Mayor	\$ 50,000.00
Recreation	Salem Willows Meters	2459	Renovations and Maintenance of Willows Park.	Money generated from Willows Meters	Recreation Director and Mayor	\$ 30,000.00
Recreation	Witch House	2499	To support Salem Award committee and the Salem Witch Trial Memorial	Twenty-Five cent surcharge to tickets beginning in May 2009	Recreation Director and Mayor	\$ 10,000.00
Planning & Community Development	Old Town Hall	2373	Maintenance costs of old town hall	Rental revenue of old town hall	Director of Planning and Mayor	\$ 50,000.00

Department	Fund Name	Fund #	Programs & Purposes	Type of Receipts Credited	Authorization for Spending	FY 2020 Budget Request Maximum Annual Expenditures
Planning & Community Development	Derby Sq/Artists Row	2375	Improvements for Derby Square and Artists' Row including outdoor furniture, signage, lighting, public art, marketing and stipends for performers	Vendor fees from Derby Square Flea/Salvage Art Market, Rent and Vendor Fees at Artists Row	Director of Planning and Mayor	\$ 20,000.00
Planning & Community Development	Solar Renewable Energy Cert	2377	To offset Electrical Costs	Solar renewable energy credits received for rooftop solar photovoltaic systems on City and School Buildings	Director of Planning and Mayor	\$ 250,000.00
Planning & Community Development	Bike Sharing	2383	To receive and expend revenue from bike share program for system operation and promotion	Revenue from rentals and annual memberships	Director of Planning and Mayor	\$ 50,000.00
Planning & Community Development	Salem Ferry Operational	2453	Fund operational costs of the Salem Ferry and Blaney Street Dock	Fees received during the off season for use/rent of ferry	Director of Planning and Mayor	\$ 500,000.00
Insp Services	Abandoned Prop Maint	2371	To maintain abandoned and foreclosed residential and commercial properties	Registration fees (\$300.00) for vacant and/or foreclosed residential properties	Public Service Director and Mayor	\$ 80,000.00
Engineering	Traffic Island	2439	Projects related to City beautification events including Traffic Island, Beautification, and special events such as Tremendous	Primarily from: Traffic Island Sponsorships, Special Events Revenues, Event and Beautification effort sponsors	City Engineer and Mayor	\$ 20,000.00
School	Building Rental	2601	Building Rental	Payments for rental of building by outside groups	School Committee and Mayor	\$ 225,000.00
School	Early Childhood	2608	Pre-School Tuition	Tuition payments for students attending the pre-school program at the Early Childhood Center	School Committee and Mayor	\$ 100,000.00
School	School Busing	2614	School Bus pass	Purchases of school bus passes	School Committee and Mayor	\$ 160,000.00

Department	Fund Name	Fund #	Programs & Purposes	Type of Receipts Credited	Authorization for Spending	FY 2020 Budget Request Maximum Annual Expenditures
School	Night School	2620	Night School Tuition	Tuition payments for students attending the night school program	School Committee and Mayor	\$ 50,000.00
School	Special Ed Tuition	2627	Special Ed Tuition	Tuition payments for students from other districts attending Special Ed programs in Salem	School Committee and Mayor	\$ 300,000.00
School	SHS Automotive	2645	To pay for parts and materials for automotive repairs to vehicles brought in to the HS Automotive Vocational School by citizens	Fees charged for parts and materials for automotive repairs to vehicles brought in by citizens	School Committee and Mayor	\$ 50,000.00



City of Salem, Massachusetts

Finance Department
93 Washington Street
Salem, MA 01970
www.salem.com

Kimberley L. Driscoll, Mayor

Laurie A. Giardella, Finance Director

May 14, 2019

The Honorable Kimberley L. Driscoll
Mayor of Salem
93 Washington Street
Salem, Massachusetts 01970

RE: Revolving Funds

Dear Honorable Mayor Driscoll:

Attached please find a copy of the FY20 list of revolving accounts. As you know, said accounts need to be authorized by the City Council annually during the budget process. The revolving funds require a separate vote of Council.

Any questions/concerns, please don't hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Laurie A. Giardella", with a long horizontal line extending to the right.

Laurie A. Giardella
Finance Director



CITY OF SALEM

In City Council,

Ordered:

May 23, 2019

To accept the donation from Mack Park Neighborhood in the amount of One Thousand Four Hundred Dollars (\$1,400.00) to fund a dedication bench at Greenlawn Cemetery. These funds will be deposited into the Rec Department Donation Fund 24061-4830 in accordance with the recommendation of Her Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to accept a donation from Mack Park Neighborhood Association in the amount of One Thousand Four Hundred dollars (\$1,400.00) to fund a dedication bench at Greenlawn Cemetery. These funds will be deposited into the Recreation Donation Fund 24061-4830.

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 to be used towards the Recreation Donation Fund.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kim Driscoll", is written over the typed name.

Kimberley Driscoll
Mayor



Kimberley Driscoll
MAYOR

CITY OF SALEM, MASSACHUSETTS
PARK, RECREATION & COMMUNITY SERVICES
401 Bridge Street, Salem MA 01970
Tel. (978) 744-0180/(978) 744-0924
Fax (978) 219-1665

May 7, 2019

ck # 238

Dear Mayor Driscoll:

I am writing to request the acceptance of a \$1,400 donation written to the City of Salem for a historic dedication bench from the Mack Park Neighborhood to be installed at Greenlawn Cemetery. Amount to be deposited into Park & Recreation Donation account of 24061-4830.

Sincerely,

A handwritten signature in black ink, appearing to read "Tricia O'Brien".

Tricia O'Brien
Superintendent
Park, Recreation & Community Service



CITY OF SALEM

In City Council,

May 23, 2019

Ordered:

To accept the donation from St. Jeans Credit Union in the amount of One Thousand Dollars (\$1,000.00) to fund sponsor the luncheon for the 2nd Annual Friends of Park & Recreation 2019 Golf Tournament Fundraising event. These funds will be deposited into the Rec Department Donation Fund 24061-4830 in accordance with the recommendation of Her Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

May 23, 2019


Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to accept a donation from St. Jeans Credit Union in the amount of One Thousand dollars (\$1,000.00) to fund the luncheon for the 2nd Annual Friends of Park and Recreation 2019 Golf Tournament Fundraising event. These funds will be deposited into the Recreation Donation Fund 24061-4830.

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 to be used towards the Recreation Donation Fund.

Very truly yours,


Kimberley Driscoll
Mayor



CITY OF SALEM, MASSACHUSETTS

JEAN A. LEVESQUE COMMUNITY LIFE CENTER
401 Bridge Street, Salem MA 01970
Tel. (978) 744-0180/(978) 744-0924
Fax (978) 219-1665

Kimberley Driscoll
MAYOR

Trish O'Brien
Superintendent

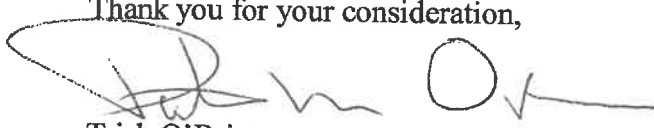
To: The Honorable Mayor Kimberley Driscoll
From: Trish O'Brien, Superintendent Park, Recreation and Community Services
Date: May 6, 2019

Dear Mayor Driscoll,

ck #
160
This letter is to request the acceptance of a donation check from St. Jeans Credit Union in the amount of \$1,000 to sponsor the luncheon for the 2nd Annual Friends of Park and Recreation 2019 Golf Tournament Fundraising event.

P & R Donation
Org: 24061 Obj: 4830

Thank you for your consideration,


Trish O'Brien
Superintendent
Park, Recreation and Community Services



CITY OF SALEM

In City Council,

May 23, 2019

Ordered:

To accept the two donation from The Disabled American Veterans Chapter 84 totaling One Thousand Dollars (\$1,000.00). These funds will be deposited into the Veterans Department Donation Fund 23671-4830 in accordance with the recommendation of Her Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

May 23, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to accept a donation from The Disabled American Veterans Chapter 84 in the amount of One Thousand dollars (\$1,000.00). These funds will be deposited into the Veterans Donation Fund 23671-4830.

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 to be used towards the Veterans Donation Fund.

Very truly yours,

A handwritten signature in cursive script that reads "Kim Driscoll".

Kimberley Driscoll
Mayor



KIMBERLEY DRISCOLL
MAYOR

City of Salem, Massachusetts

Department of Veteran Services

Director of Veteran Services

Kim F. Emerling

May 13, 2019

Attn: Mayor Kimberly Driscoll and City Council Members,

Please consider two donations in the amount of \$500.00 each from the Disabled American Veterans Chapter 84 for deposit to 23671-4830 (Veteran Donation Account).

Thank you for your time. Any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim F. Emerling", written over a horizontal line.

Kim F. Emerling



CITY OF SALEM

In City Council, May 23, 2019

Ordered:

The Salem City Council hereby authorizes and ratifies the execution by the Mayor of an agreement with Zagster, through May 2020, a copy of which is attached hereto, to allow the rental of e-scooters within the City.

Further, this Order is in accordance with Council Order # 643 dated October 18, 2018 requiring City Council ratification of any such agreement.



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

Office of the Mayor

May 23, 2019

Salem City Council
City Hall
93 Washington Street
Salem, MA 01970

Ladies and Gentlemen of the City Council:

Enclosed please find an Order authorizing the City to retain Zagster for the management of a micro-mobility program through May 2020 that will include a pilot program for the use of electric scooters in Salem. The proposed program consists of e-scooters manufactured by Spin, a subsidiary of Ford Motor Company.

As you know, Zagster is our current provider for the City's bike sharing program. E-scooters are growing in popularity as a sweat-free way to travel, especially for "last mile" connections from transit to places of employment, study, or residence. This service can help reduce the number of private passenger vehicles on our roadways and improve the availability of parking, by encouraging non-car travel in a more expeditious and affordable manner. Because of a previous Council Order, the City Council must approve any agreement to allow an e-scooter program in Salem. We do not intend to request or permit more than one company to offer this service and, given our good experiences with Zagster, we are confident they are the right company with which we should work on this pilot program.

Specific details of their proposal are enclosed, along with the agreement. The proposal has already been reviewed, and reflects the feedback of, both the Bicycling Advisory Committee and the Traffic and Parking Commission. Our goal is to launch the program in mid-July. More information can be found in the enclosed proposal from Zagster, but a few highlights that I believe are worth noting are as follows:

- To help manage the system, Zagster will have a full-time employee dedicated just to Salem.
- The scooters are removed from designated parking locations overnight to charge for the next day. In addition, designated hours of operation can be established by the City.

- Riders must scan a valid driver license in order to ride and helmet use is strongly encouraged through the registration process and signage on the scooters.
- The top speed of the Spin scooter is 15 MPH, around the speed of a bike.
- The cost is \$1 per ride plus \$0.15 per minute of the ride. Zagster has offered a revenue sharing proposal of \$0.10 per ride back to the City.
- Unlike bikes, Spin scooters can be governed via GPS, so the City can specify areas where travel is prohibited and the scooters will not operate (for example, the Essex Street Pedestrian Mall), as well as areas where parking scooters is prohibited and the rider will incur additional charges for abandoning the scooter.
- Riders must supply a photo of the properly parked scooter in order to end their ride and stop being charged.

I know that some are concerned about e-scooters littering streets and sidewalks. However, with their geofencing feature and “off-limits” areas, scooters being collected and balanced every night, and a dedicated person on the ground full time here in Salem, I am confident that Zagster’s proposal for Spin e-scooters in Salem is the safest and most orderly way to offer this useful service in our city and to our constituents.

While I understand some may be wary about this new form of transit, I believe it provides another important step forward in our efforts to offer residents and visitors options to help them go car-free in Salem. If we are serious about addressing car congestion in Salem, we need to provide alternative options for getting around our city. In conjunction with our bike share, harbor shuttle, free Salem Trolley rides for residents, Ferry, and MBTA services, we continue to expand access to alternative methods of transportation in Salem.

Very truly yours,



Kimberley Driscoll
Mayor
City of Salem



Zagster

CITY OF SALEM
MICRO-MOBILITY OPERATIONS
PLATFORM

Bringing scooter share
to the community

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Zagster's plan to expand Salem's mobility impact

Expanding our bike share's impact with e-scooters

Zagster has been working with the City of Salem to operate what we believe to be one of the best small-town bike share programs in America. Currently, we operate over 80 bikes at 16 locations. We have taken great pride in our relationship with the City, and have worked hard to tackle things like: filling transit gaps, providing connections between Salem State and the City, recreation for residents and visitors, and putting key destinations on the map.

To build on this success and to help Salem move mobility forward, we are proposing adding e-scooter share into our fleet to extend access to more types of riders. E-scooters are used primarily for transit, which makes them a great tool for plugging transit gaps for last mile distances. It is as common to see professionals in suits riding scooters as it is recreational riders! With e-scooters communities can truly move that one-step closer towards reducing car usage.



Our proposed mobility mix for Salem



Zagster Bikes




Spin Scooters

Our scooter approach for Salem

 **A single point of contact to operate bikes and scooters**

 **Work with City to study the impact of the program on transit**

 **Engage the community to guarantee equitable access**

 **Innovate with the City to offer the best public mobility in MA!**



Spin Scooters

Spin will be our scooter brand that we offer alongside Zagster, our bike share brand. Spin will provide the mobile app, as well as the actual scooter. The end user in Salem will interact with the Spin product, but Zagster, Inc. will be the one-company operating these devices, which will provide the City with one-collaborator to make sure both the bike share and scooter share compliment the community's needs.

Overview of Spin

Zagster chose Spin as our scooter partner because we believe Spin shares the same perspective that scooter share should exist to improve city transportation and not the other way around!

- As a division of Ford Mobility, Spin is dedicated to learning from cities to improve mobility
- Spin does not launch without permission!
- Zagster is the operations expert, Spin is the scooter hardware and mobile-app expert, combined we offer an amazing experience for riders in Salem
- Zagster will own the relationship with Salem and be the sole point of contact, which will dramatically simplify communication and mobility cohesion

The Spin scooter

Features

- Up to 15.5-mile range
- Built-in GPS
- Front-tire lock when parked
- Spin Charger network charges scooters daily without docking stations
- Standing position feels intuitive and secure
- Last-mile solution when sweat or creased clothes from a bike ride present a barrier



Affordable

- \$1 per ride + \$0.15 per minute

Safe

- Anti-lock brake system means fast stops with no skidding
- Aircraft grade aluminum construction
- Powerful LED front headlight
- Rear red reflector and light
- Puncture-resistant tires
- Large-diameter wheels handle road bumps
- Top speed limited to 12.4 mph

Operations Plan

Defined service area with the city

Zagster can define where the scooters can operate using geo-fencing. The GPS on each scooter will ping our satellite and operate based on the boundaries we define. We can work collaboratively with the City to set these boundaries.

Additionally, we can work with the City to identify pre-determined locations for staging and parking scooters. This will help riders park in ways that are unobstructive.



Controlling behavior

To further control how scooters operate, we can do the following things:

Notifications to riders

Once a rider enters an "off limits area," they will be sent a notification"

Can't end trip

If a rider tries to end their trip in an off-limits area, they will not be able to end their ride, and will be asked to return to a permitted usage area.

Slow scooter to a low speed

We also have the ability to slow the scooter to a low speed once a rider enters an off-limits area for safety purposes. However, we recommend against this option as it can cause safety issues in busy areas.

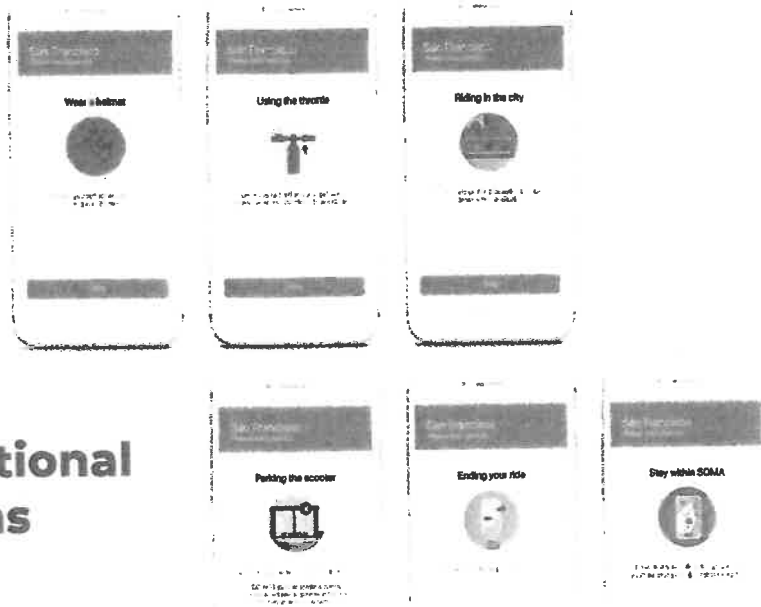
Proof of Parking Compliance

We believe the value of micro-mobility is the ability to get to unique places with precision. It's what separates scooter share from static bussing and unlocks the ability to truly bridge transit gaps. Riders are given strict guidelines for how they can park their scooter within the app if they choose to park outside of a designated zone (i.e. only park next to bike racks, in the furniture zone, or at a designated drop location). Before ending a trip, they must take a photo of their scooter to provide proof of compliance. Additionally, when a new rider checks out a scooter, they are prompted to rate the parking job of the last user. If a user incurs a poor rating, they may be suspended from using the program.



Local Educational Screen-flows

We can create custom educational screen-flows that appear in the mobile app before the rider uses the program to explain the local rules of the road.



Educational screens

Local operations

Zagster will hire local hourly-paid workers to manage the program. Unlike other companies that only hire through their app and pay workers by the piece, Zagster will establish a local organization with skin in the game that cares about responding to Salem's needs.

Cohesive team for bikes and scooters

Our team will provide cohesion for both bike share and scooter share operations and management, which will drastically improve Salem's ability to control outcomes for the community.

Daily routine

Zagster will work with the City of Salem to determine our daily operations routine. Our intent is to provide a scooter share that fits the needs of Salem and not the other way around.

Stage scooters each morning at drop-zones

Each morning, Zagster will stage scooters at pre-designated drop locations to foster cohesion and tidy operations as well as reliable pick-up locations for riders. As a note, while riders are encouraged to return scooters to designated areas, we cannot



enforce 100% compliance. Instead, we work to create designated areas in high functional areas to make it easy for riders to drop them in these locations.

Recharge scooters that hit 20% charge

Once a scooter hits 20% charge level, the Zagster operations team will collect the scooter from the field for recharging.

Respond to issues on-demand

If an issue with a scooter is reported, such as blockage of the right of way, or a damaged device, Zagster will deploy a team member to collect the scooter.

Remove scooters nightly

Zagster will establish hours of operation with the City. Typically it is from 7am to 9pm. At the end of each day, we will remove scooters completely from the field to be recharged and fixed overnight before being redeployed in the morning.

Operations manager

Zagster will hire a full-time local operations manager. The operations manager will be tasked with overseeing the local team, as well as serving as the boots-on-the-ground point person to respond to any City requests or emergencies.

SCOOTER SHARE PROGRAM AGREEMENT

This scooter share program agreement (the **Agreement**), effective as of the date set forth on the signature page hereto (the **Effective Date**), is entered into by the City of Salem, MA (**Customer**), and **Zagster, Inc.**, with a place of business at 109 Kingston Street, Suite 5, Boston, MA 02111 (**Zagster**). Capitalized terms used but not defined herein shall have the meaning ascribed to them in that certain Bike Share Agreement dated February 17th, 2017 and the Bike Share Program Expansion Agreement dated May 26th, 2017 between Zagster and Customer (the **Bike Share Agreement**). Fe-F

Whereas, pursuant to the Bike Share Agreement, Zagster provides Customer the Bike Share Service; and

Whereas, Zagster is in the business of operating an electric scooter sharing service (the **Service**) in partnership with one or more scooter providers, to be selected by Zagster in its sole discretion from time-to-time (each, a **Scooter Provider**); and

Whereas, the parties desire for Zagster to engage a Scooter Provider for the benefit of, and to provide the Service (collectively, the **Program**) on the terms and conditions set forth herein;

Now, Therefore, for the mutual premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Zagster agree as follows:

1. Services.

1.1. Inspection and Maintenance. During the Term (as hereinafter defined), Zagster will inspect each scooter as set forth on **Exhibit A**, attached hereto and made a part hereof (the **Service Details**) to perform general maintenance, inspection, cleaning and replacement thereof. Zagster will engage a Scooter Provider to provide at least the number of scooters identified as the Scooter Minimum in Service Details; provided, however, that (i) in the event that Zagster changes Scooter Providers during the term, the requirement to provide the Scooter Minimum will be suspended during the period of transition between Scooter Providers, (ii) Zagster may provide less than the Scooter Minimum through the Program during weather that is unfavorable for scooter use, in Zagster's sole discretion (including hibernation periods, if applicable), and (iii) Zagster may provide less than the Scooter Minimum through the Program if the Scooter Provider or Zagster determine in good faith that it is unsafe to deploy any scooters (e.g., defects with respect to a particular model or other condition outside of Zagster's control). The Service Details shall also set forth, at a minimum, the Scooter maximum, the hours of operation for the Service, the anticipated launch date for the Program, and any applicable service level agreements relating to pick up and recharge times.

1.2. Access. End users will access the scooters provided by the applicable Scooter Provider either through the applicable Scooter Provider's app, the Zagster app and/or the Pace app.

1.3. Additional Modes of Electronic Micro-Mobility. Zagster shall also have the exclusive right, but not the obligation, to launch additional modes of electronic micro-mobility, including, but not limited to, electronic bicycles and electronic tricycles, (each individually "Additional Mode," and collectively, "Additional Modes"), within the first twelve months of launching the Program with Customer. In the event that Zagster wants to launch an Additional Mode with Customer, Zagster shall present Additional Mode to Customer for the purposes of developing the Service Details that will apply to said Additional Mode. The Services Details agreed upon by the parties will be included in this Agreement as an Exhibit. All Additional Modes and Service Details shall be mutually agreed upon by the parties.

1.4. Parking Zone Decals. In the event that the parties desire for Zagster to place decals to denote for Scooter parking zones (each, a **Zone** and collectively, the **Zones**), the parties shall first mutually-agree upon the location of each such Zones and will work together on any necessary permitting or approval required for placement of such parking zone decals.

1.5. Advertisements. Zagster may promote Sponsors, Zagster, Pace or the Scooter Provider on advertisements located on the scooters and/or the Zones.

2. Fees. Fees for the Program and the Service shall be charged by Zagster or the Scooter Provider to the end users of the Program. Such fees shall be determined by Zagster from time-to-time, in its sole discretion, and Zagster or Scooter Provider will retain all such revenue. Neither Zagster nor Scooter Provider shall charge Customer for the Program or the Service. In the event that Zagster obtain third party sponsors for the Program or any advertisements for the Program, Zagster will retain all revenue derived therefrom.

3. Exclusivity. During the Term, Zagster shall be the only scooter sharing, scooter rental provider and/or electric bike share provider with the right to use any Customer-owned property or promoted by Customer.

4. Exclusive License to Customer Real Estate. Customer grants to Zagster and its users an exclusive, nontransferable (except pursuant to the Assignment provisions of the Bike Share Agreement), royalty-free, worldwide license to (i) secure, lock and/or park scooters on or to any legally-permissible scooter parking on Customer-owned property, including Zones, racks, corrals and sidewalks and (ii) to access Scooters parked or staged on Customer-owned property for the provision and utilization of the Program and the Services.

5. **License.** During the Term, Customer grants to Zagster a nonexclusive, nontransferable (except pursuant to the Assignment provisions of the Bike Share Agreement), royalty-free license to list Customer on Zagster's customer lists and website. In addition to the foregoing, Customer grants Zagster an unlimited, irrevocable, perpetual, transferable, royalty-free, worldwide license to use and/or incorporate into the Program any feedback, suggestions or recommendations related thereto that Customer or its agents or employees provide to Zagster.

6. **Press Release.** Zagster may issue a press release announcing the parties' relationship hereunder. Zagster will provide Customer with a copy of any proposed press release prior to issuance and Customer shall have the right to provide any comments or feedback related thereto.

7. **Term; Termination.** Unless earlier terminated in accordance with this Section, this Agreement is effective from the date hereof until the expiration of the Term set forth in the Bike Share Agreement (May __, 2020). Either party may terminate this Agreement (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within 10 days after written notice identifying the matter constituting the material breach or (iii) the Customer determines, with or without cause, to terminate this Agreement. Termination may be at the sole direction of the Salem Police Chief. In the event that the Bike Share Agreement is terminated prior to the expiration or termination of this Agreement, the terms referenced in the Bike Share Agreement and used herein shall remain effective until the expiration or earlier termination of this Agreement.

8. **Applicable Bike Share Agreement Terms; Amendment to Bike Share Agreement.** The terms set forth in the Bike Share Agreement pertaining to Confidentiality, Warranty Disclaimer, Limitation of Liability, Insurance, and the General Provisions (to the extent not otherwise set forth herein) shall apply to this Agreement as if restated herein in their entirety. As additional consideration for entering into this Agreement, the parties agree to amend the Bike Share Agreement as set forth on *Exhibit B*, attached hereto and made a part hereof.

9. **General Provisions.**

9.1. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument.

9.2. **Survival.** Sections 2, 3, 4 and 8 survive the termination or expiration of this Agreement.

9.3. **Entire Agreement.** This Agreement constitutes the entire agreement, and other than the Bike Share Agreement, supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement. If there are any conflicts between the terms and provisions of this Agreement and the terms and provisions of the Bike Share Agreement, the terms and provisions of this Agreement shall govern and prevail.

Signatures appear on the following page

In witness whereof, the parties have executed this Agreement as of the Effective Date set forth below

CUSTOMER:

By:

Name:

Title:

Address:

ZAGSTER:

ZAGSTER, INC.

By:

Name:

Title:

Effective Date:

Exhibit A
Services Details

Contractual launch date of the Scooter Program at such Proposed Location (the "Launch Date")	June 1st, 2019 (estimated)
Number of scooters at Launch Date, and subsequent expansion schedules	Initial launch of 150 scooters with the ability to scale to 250 to meet demand.
Additional obligations	<ul style="list-style-type: none"> ● Zagster will work with Salem to establish zones for scooter operation, and specific zones that will regulate speed automatically once a rider enters that zone, these zones will be reflected in the mobile app ● Zagster may choose to provide virtual parking decals at mutually agreed locations. ● Zagster will pick up or swap a battery, charge and perform a safety check on each scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the scooter, as quickly as operationally and commercially feasible ● Zagster will collect, charge, perform a safety check on, and redeploy each scooter in the fleet at least once a week ● Zagster will require scooter riders to take a photo whenever they park the scooter at the end of the ride ● Zagster will respond to requests of improperly parked or unsafe/inoperable scooters within 6 hours of receiving notice. ● Zagster will maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. ● Zagster will provide notice to all users by means of signage and/or through a mobile web application that: riding responsibility is encouraged, parking must be done in designated areas, scooters are to be ridden on streets, and where available, in bike lanes and bike paths and scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths.
Initial hours of operation	7am to 9pm
Service area	City of Salem city limits as defined by both parties during the planning phase in advance of the launch date

Exhibit B
Amendments to Bike Share Agreement

Schedule C, Section 2: Zagster now maintains an Umbrella Liability Coverage insurance policy in the amount of \$5,000,000 each occurrence.



CITY OF SALEM

In City Council, May 23, 2019

Ordered:

In accordance with Massachusetts General Law, Chapter 268A, Section 20(b) the City Council hereby declares that Kristen Hoggins and Carlos Hernandez have met the requirements for exemption as set forth in this Section and may be retained as Instructors by the Park, Recreation and Community Services Department during the 2019 summer season, not to exceed 500 hours in this calendar year.



CITY OF SALEM
LEGAL DEPARTMENT

93 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TEL: 978-745-9595 ♦ FAX: 978-744-1279

KIMBERLEY DRISCOLL
MAYOR

ELIZABETH RENNARD, ESQ.
CITY SOLICITOR
brennard@salem.com

VICTORIA CALDWELL, ESQ.
ASST. CITY SOLICITOR
vcaldwell@salem.com

May 23, 2018

Salem City Council
City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

Enclosed herewith is a proposed Order approving a Massachusetts Conflict of Interest Law exemption for School Department employees Kristen Hoggins and Carlos Hernandez, as provided in General Law c. 268A, § 20(b), to serve as Instructors for the City's Park and Recreation Department.

The Conflict of Interest Law, specifically General Law c. 268A, § 20(b), requires that because Shamus Mruk will provide personal services to the Park and Recreation Department, he must receive City Council approval of a § 20(b) exemption. A copy of the required disclosure form and instructions are attached for your review.

If you have any questions relative to the proposed Order, please contact me at your earliest convenience. Thank you.

Sincerely,


Elizabeth Rennard

Enclosure

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	Carlos Hernandez
Title/ Position	Para Professional
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Salem Public School - #Salem High School
Agency Address	77 Wilson St
Office phone:	978-745-9300
Office e-mail:	CHernandez@SalemK12.org
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a municipal employee.	September 2012
BOX # 1	ELECTED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am an elected municipal employee.
Write an X beside your financial interest.	<input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR <input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.
	My financial interest in a municipal contract is:
	<input type="checkbox"/> I have a non-elected, compensated municipal employee position. <input type="checkbox"/> A municipal agency has a contract with me. . <input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. <input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am a non-elected municipal employee.
	<input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

<p>Write an X beside your financial interest.</p>	<p>My financial interest in a municipal contract is:</p> <p><input type="checkbox"/> A municipal agency has a contract with me, but not an employment contract.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p>-- OR --</p> <p><input type="checkbox"/> STATEMENT # 2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a municipal contract is:</p> <p><input checked="" type="checkbox"/> I have a non-elected, compensated municipal employee position.</p> <p><input type="checkbox"/> A municipal agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p>	
<p>Name and address of municipal agency that made the contract</p>	<p>.</p>
<p>Please put in an X to confirm these facts.</p>	<p>"My Municipal Agency" is the municipal agency that I serve as a municipal employee.</p> <p>The "contracting agency" is the municipal agency that made the contract.</p> <p><input checked="" type="checkbox"/> My Municipal Agency is not the contracting agency.</p> <p><input type="checkbox"/> My Municipal Agency does not regulate the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> The contract was made after public notice or through competitive bidding.</p>
<p>FILL IN THIS BOX OR THE BOX BELOW</p>	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.</p> <p>- Please explain what the contract is for.</p> <p>I have been hired by the <i>Salem Park and Rec department</i> to be a <i>Park Instructor</i> Summer 2019.</p>
<p>FILL IN THIS BOX OR THE BOX ABOVE</p>	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.</p> <p>- Please identify the person or entity that has the contract with the municipal agency.</p> <p>- What is your relationship to the person or entity?</p> <p>- What is the contract for?</p>

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it.
Date when you acquired a financial interest	
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	<p>FOR A CONTRACT FOR PERSONAL SERVICES –</p> <p>Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).</p> <p>I will have a contract with a municipal agency to provide personal services.</p> <p><input checked="" type="checkbox"/> The services will be provided outside my normal working hours as a municipal employee.</p> <p><input checked="" type="checkbox"/> The services are not required as part of my regular duties as a municipal employee.</p> <p><input checked="" type="checkbox"/> For these services, I will be compensated for not more than 500 hours during a calendar year.</p>
Employee signature:	
Date:	5/17/19

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Patricia O'Brien
Title/ Position	Superintendent Salem Park, Recreation and Community Services
Municipal Agency:	City of Salem
Agency Address:	401 Bridge St. Salem MA
Office Phone:	978 744-0924
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5-17-19

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

**Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.**

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	Kristen Hoggins
Title/ Position	Primary position Science / STEM Teacher
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Collins Middle School
Agency Address	29 Highland Ave Salem, MA 01970
Office phone:	978-740-1193
Office e-mail:	khoggins@salemk12.org
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a municipal employee.	Sept. 2017
BOX # 1 Select either STATEMENT #1 or STATEMENT #2 . Write an X beside your financial interest.	ELECTED MUNICIPAL EMPLOYEE I am an elected municipal employee. <input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR <input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: <input type="checkbox"/> I have a non-elected, compensated municipal employee position. <input type="checkbox"/> A municipal agency has a contract with me. <input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. <input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 Select either STATEMENT #1 or STATEMENT #2 .	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE I am a non-elected municipal employee. <input type="checkbox"/> STATEMENT # 1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

<p>Write an X beside your financial interest.</p>	<p>My financial interest in a municipal contract is:</p> <p><input type="checkbox"/> A municipal agency has a contract with me, but not an employment contract.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p>-- OR --</p> <p><input type="checkbox"/> STATEMENT # 2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a municipal contract is:</p> <p><input checked="" type="checkbox"/> I have a non-elected, compensated municipal employee position.</p> <p><input type="checkbox"/> A municipal agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p>	
<p>Name and address of municipal agency that made the contract</p>	<p>City of Salem Park and Recreation Department</p>
<p>Please put in an X to confirm these facts.</p>	<p>"My Municipal Agency" is the municipal agency that I serve as a municipal employee.</p> <p>The "contracting agency" is the municipal agency that made the contract.</p> <p><input checked="" type="checkbox"/> My Municipal Agency is not the contracting agency.</p> <p><input checked="" type="checkbox"/> My Municipal Agency does not regulate the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> The contract was made after public notice or through competitive bidding.</p>
<p>FILL IN THIS BOX OR THE BOX BELOW</p>	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.</p> <p>- I have been hired by the Park and Recreation Department to:</p> <p style="text-align: center;"><i>Conduct a one week girls lacrosse clinic.</i></p>
<p>FILL IN THIS BOX OR THE BOX ABOVE</p>	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.</p> <ul style="list-style-type: none"> - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it.
Date when you acquired a financial interest	
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	<p>FOR A CONTRACT FOR PERSONAL SERVICES –</p> <p>Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).</p> <p>I will have a contract with a municipal agency to provide personal services.</p> <p>x__ The services will be provided outside my normal working hours as a municipal employee.</p> <p>x__ The services are not required as part of my regular duties as a municipal employee.</p> <p>x__ For these services, I will be compensated for not more than 500 hours during a calendar year.</p>
Employee signature:	<i>Krist Hogg</i>
Date:	3/19/19

Attach additional pages if necessary.


NOT A PERSONAL SERVICES CONTRACT – File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Patricia O'Brien
Title/ Position	Park and Rec. Superintendent
Municipal Agency:	City of Salem, MA
Agency Address:	5 Broad Street, Salem
Office Phone:	978-744-0733
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	3/19/19

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.



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

Kimberley Driscoll
 MAYOR

Trish O'Brien
 Superintendent

Road Bike/Race/Walk/Parade Application

PLEASE SUBMIT PAYMENT OF \$200 WITH THIS PERMIT APPLICATION TO THE CITY OF SALEM PARK, RECREATION AND COMMUNITY SERVICES DEPARTMENT NO LATER THAN 45 DAYS PRIOR TO THE EVENT.
Registered Non-Profit Fee \$150
ANY FOR PROFIT EVENTS WILL REQUIRE AN ADDITIONAL 5% FROM THE REGISTRATION FEES POST EVENT.

We, the undersigned, respectfully apply for permission to host a road race/walk in the City of Salem as follows:

Applicant's Name: Kathy McCarthy
 Organization Name: Salem Park Recreation & Community Services
 Name of Race/Walk/Parade: Derby St. Mile
 Contact #: 978 744-0924 E-Mail Address: Kmccarthy@salem.com
 Address: 401 Bridge St.
 City/State/Zip: Salem Ma 01970
 Organization Tax Status (please include Tax ID Number): _____
 What Charities Will This Race/Walk Be Benefiting? Salem Park, Recreation & Community Services

Approximately How Much of the Race/Walk/Parade Proceeds Will Be Donated to Each Charity(s)

Day of Race/Walk Contact Information:

Name: Kathy McCarthy Contact #: 978 744-0924
 Date of Event: 8/23/19 Estimated Number of Participants: 25
 Time of Event: 7:00 Estimated Finish Time of Event: 8:00
 Start Location: Fat Ave Finish Location: Derby Wharf
 Distance of Event: 1 mile

Has This Event Been Held Before? Yes No