

Mass. Form 552
9-81

ORDER FOR CONDUIT LOCATION

By the City Council
Of the City of Salem, Massachusetts

ORDERED:

That permission be and hereby is granted the VERIZON COMMUNICATIONS to run new conduit ductbank to new switchgear in basement of Verizon Salem Generator located at 35 Norman Street requested in petition of said Company dated the 24th day of September, 2019.

HOLYOKE SQUARE: The scope of work involves running a new conduit ductbank for the transformer secondary feeder from the National Grid Transformer Vault located in the sidewalk to the new switchgear which Verizon is installing in another portion of the basement. This ductbank is a 2000A secondary feeder and will consist of (6) 4" conduits in concrete encasement. The ductbank will be approximately 75' in length from the vault to the entrance to the building. The existing conduits from the transformer vault to the building will be abandoned, existing wiring from the vault to the building will be pulled out and the conduits will be sealed off where they enter the building. No excavation of the existing conduits is required, and the sidewalk will not be affected.

Substantially as shown on supporting documentation being electrical basement demolition plan sheet E-301, transformer secondary and concrete ductbank details drawing, and photographic visual detail of ductbank routing location Dated September 24th, 2019 filed with said petition.

Also that permission be and hereby is granted said VERIZON COMMUNICATIONS to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and building as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions: --

The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to such municipal officers as may be appointed to the supervisions of the work, and a plan showing the location of conduit constructed shall be filed with the City when the work is completed.

Said Company shall indemnify and save the City harmless against all damages, costs and expense whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition said Company shall, before a public way is disturbed for the laying of its wires or conduits, execute its bond in a penal sum of 20 Thousand Dollars (\$20,000.00) (reference being had to the bond already on file with said City) conditioned for the faithful performance of its duties under this permit.

Said Company shall comply with the requirements of existing ordinances and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Salem, Massachusetts held on the ____ day of ____, 2019

City Clerk

I hereby certify that on _____, at _____ o'clock _____ .M., at _____ a public hearing was held on the petition of the VERIZON COMMUNICATIONS for permission to lay and maintain underground conduits, manholes and connections, with the wires and cables to be placed therein, described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the lines of said Company under said order, and thereupon said order was duly adopted.

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order, and certificate of hearing with notice adopted by the City Council of the City of Salem, Massachusetts, on the _____ day of _____, 2019 and recorded with the records of location orders of said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



**VERIZON SALEM
GENERATOR UPGRADE
35 NORMAN STREET
SALEM, MA 01970**

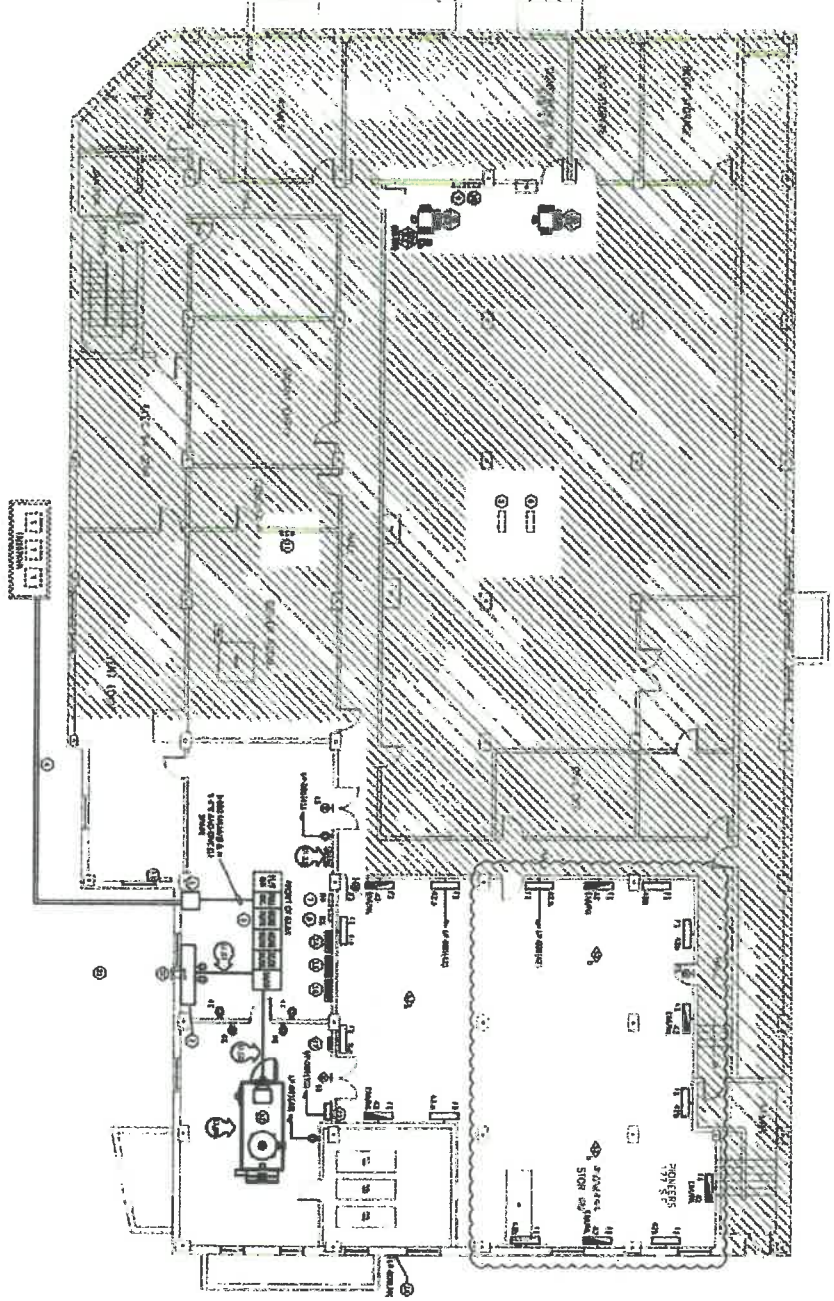


WBE Electrical Contractors
183 LAUREL BOULEVARD
ROSELAND, MA 02126
P: 617.624.2000 F: 617.624.1600

NELSON
90 SHAWMUT STREET, 1ST FLOOR
ROSELAND, MA 02126
P: 617.271.2200 F: 617.271.2200

PROJECT: 10011000
DATE: 01/20/2018

NO.	DATE	DESCRIPTION
01	01/20/2018	ISSUE FOR PERMIT
02	01/20/2018	ISSUE FOR PERMIT
03	01/20/2018	ISSUE FOR PERMIT
04	01/20/2018	ISSUE FOR PERMIT
05	01/20/2018	ISSUE FOR PERMIT



POWER NOTES

1. SEE GENERAL CONTRACTORS DRAWINGS FOR VOLTAGE, PHASE, AND WIRING INFORMATION.
2. ALL WIRING SHALL BE IN CONDUIT UNLESS OTHERWISE NOTED.
3. CONDUIT SHALL BE 1/2" OR 3/4" RIGID PVC UNLESS OTHERWISE NOTED.
4. ALL WIRING SHALL BE IN CONDUIT UNLESS OTHERWISE NOTED.
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POWER PLAN KEY NOTES

1. SEE GENERAL CONTRACTORS DRAWINGS FOR VOLTAGE, PHASE, AND WIRING INFORMATION.
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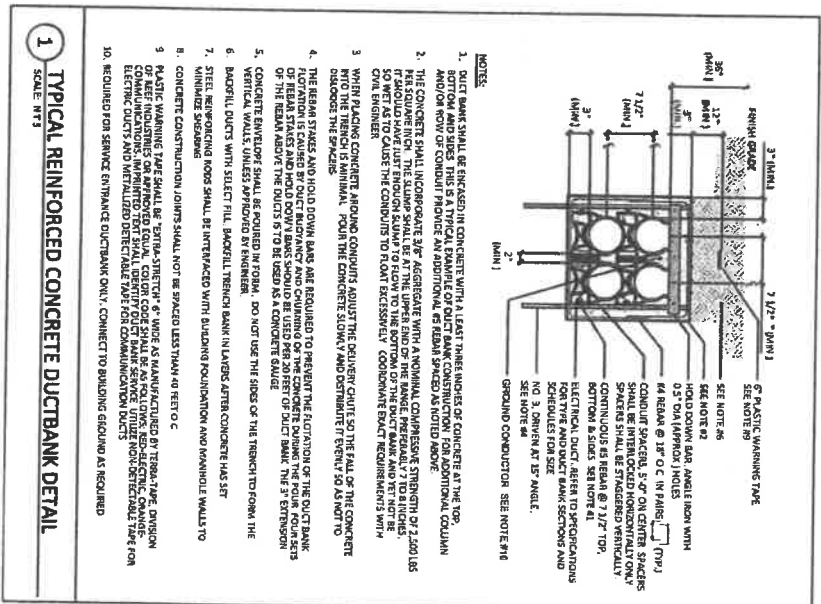
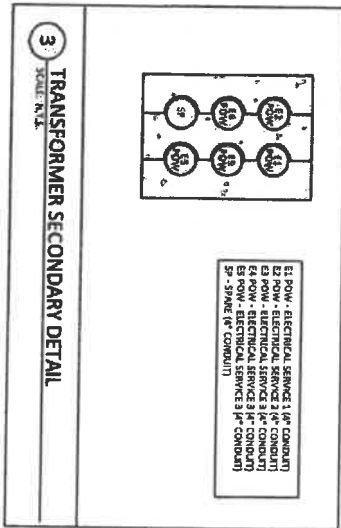
**ELECTRICAL
BASEMENT
CONSTRUCTION PLAN**

DATE: 01/20/2018
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

E-302

WALL TO Q101

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NOTES:

1. DUCT BANK SHALL BE ENCASED IN CONCRETE WITH A LEAST THREE INCHES OF CONCRETE AT THE TOP, AND/OR ROW OF CONDUIT PROVIDE AN ADDITIONAL 1/2\"/>
2. THE CONCRETE SHALL INCORPORATE 3/4\"/>
3. WHEN PLACING CONCRETE AROUND CONDUIT, ADJUST THE DENSITY CHUTE SO THE FALL OF THE CONCRETE INTO THE TRENCH IS MINIMAL. POUR THE CONCRETE SLOWLY AND DESTURB THE TRENCH AS MUCH AS POSSIBLE.
4. THE REBAR STAKES AND HOLD DOWN BARS ARE REQUIRED TO PREVENT THE EXPANSION OF THE DUCT BANK. FLOWATION IS CAUSED BY DUCT BULKING AND CHANGING OF THE FLOW DURING THE POUR. COARSE aggregate should be used PER 20 FEET OF DUCT BANK. THE 3\"/>
5. CONCRETE FINISHES SHALL BE COURED IN FORM. DO NOT USE THE SIDE OF THE TRENCH TO FORM THE VERTICAL WALL. ONE SET OF 2\"/>
6. BARRELL DUCTS WITH SELECT THE BARRELL TRENCH BANK IN LAYERS AFTER CONCRETE HAS SET.
7. STEEL REINFORCING RODS SHALL BE INTERFACED WITH BUILDING HOLOINITION AND MANDIBLE WALLS TO THE REBAR STAKES.
8. CONCRETE CONSTRUCTION JOINTS SHALL NOT BE SPACED LESS THAN 40 FEET O.C.
9. PLASTIC WRAPPING TAPE SHALL BE "TERNA-STRETECH" 4\"/>
10. REQUIRED FOR SERVICE ENTRANCE DUCTBANK ONLY. CONNECT TO BUILDING GROUND AS REQUIRED.



EXISTING UTILITY
TRANSFORMER
VAULT

PROPOSED
ELECTRICAL DUCT
BANK ROUTING IN
SIDEWALK



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

October 24, 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 Catherina Zelano of 29 Federal Street, Beverly, to serve as a member of the Board of Assessors. Ms. Zelano will complete the remainder of a three-year term to expire February 22, 2021 previously filled by Mr. Damian Johnson. Please join me in thanking Mr. Johnson for his many years of volunteer service to our community as a member of the board.

Ms. Zelano has been an Assessor in all aspects of the job for over 25 years. She started in the real estate profession in the early 1980s as a Realtor and then became a certified appraiser, prior to moving into the field of municipal assessing. She recently retired from the Town of Hamilton as that town's Director of Assessing for the past 10 years. Ms. Zelano has been active in the Essex County Assessing Association as association's Treasurer for the past two decades and continues to serve in this capacity even following her retirement. In addition to this service, Ms. Zelando was a member of the Amesbury Board of Assessors for a time.

I believe Ms. Zelano will be a strong addition to the Board of Assessors. We are fortunate that she is willing to serve our community in this capacity and I strongly recommend confirmation of her appointment. Because a full three-member Board of Assessors is necessary for the certification of values as part of our tax rate process and that certification is taking place in the next few weeks, I also ask that the Council suspend Rule 29 to allow Ms. Zelano's confirmation to come before you for a vote at your meeting of October 24th. She is available to attend the meeting on October 24th and plans to do so.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

October 24, 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 Douglas Bowker of 41 Forrester Street #2 to serve as a member of the Salem Sustainability, Energy, and Resiliency Committee. Mr. Bowker is appointed to complete the remainder of a three-year term to expire July 20, 2020 and previously filled by Ms. Lisa Rosenthal. Please join me in thanking Ms. Rosenthal for her years of volunteer service to our community as a member of this committee.

Mr. Bowker holds a degree in industrial design from the Rhode Island School of Design and currently works in the field of 3D modeling and technical visualization. In addition to his relevant professional skills and expertise, as a resident of Forrester Street Mr. Bowker experienced first-hand and personally flooding incidents in 2011 that were exacerbated by climate change and prompted the construction of resiliency measures.

I believe Mr. Bowker will be a welcome addition to the work of the Sustainability, Energy, and Resiliency Committee. We are fortunate that 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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

October 24, 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 Carly McClain of 22 Albion Street to serve as an alternate member of the Salem Zoning Board of Appeals. Attorney McClain is appointed to a one-year term to expire October 24, 2020. The seat is currently vacant.

Attorney McClain earned her J.D. from New England Law and holds a B.A. in Political Science from UMass-Amherst. For the last four years she has served on the Executive Council of the Lynn Housing Authority and prior to that worked for five years as a lead organizer at the North Shore Labor Council. She additionally serves on the Lynn Council on Aging. Attorney McClain has extensive experience in community development and housing and will offer an important perspective and skillset to the ZBA in its work.

I believe Attorney McClain will be a strong addition to Zoning Board of Appeals. We are fortunate that 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

In City Council,

Ordered:

October 24, 2019

That the sum of Seventy-Two Thousand, Nine Hundred Sixteen Dollars and Sixty-Eight cents (\$72,916.68) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2020 contractual buyback listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
Dennis Levasseur	Fire	\$ 72,916.68
		\$ 72,916.68



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

October 24, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

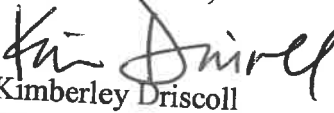
Enclosed herewith is a request for an appropriation of Seventy-Two Thousand, Nine Hundred Sixteen Dollars and Sixty-Eight cents (\$72,916.68) from the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Fire Department employee.

Name	Department	Amount
Dennis Levasseur	Fire	\$72,916.68
	TOTAL:	\$72,916.68

I recommend passage of the accompanying Order.

Very truly yours,


Kimberley Driscoll
Mayor



CITY OF SALEM, MASSACHUSETTS

KIMBERLEY DRISCOLL
MAYOR

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

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: October 17, 2019
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Salem Fire Department. This former employee is entitled to the following amount of sick leave and vacation buyback.

Dennis Levasseur

90 sick tours @ \$588.22 per day	\$52,939.80
368 vacation tours @ \$514.69 per day "2019"	\$12,352.56
8 vacation tours @ \$499.86 per day "2018"	\$3,998.88
SMV stipend 273 days @ \$13.28 per day	\$3,625.44
Total:	\$72,916.68

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.

APPROVAL-SICK DAYS/VACATION BUY-BACK

From: Department Fire

Date 10-1-19

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

NAME: Dennis Levasseur

CALCULATION

2019 TOURS
VACATION HOURS

24 @ \$ 514.69 = \$ 12,352.56

TOURS
SICK HOURS

✓ # 90 @ \$ 588.22 = \$ 52,939.80

SMV
PRO-RATED STIPENDS

273 @ \$ 13.28 = \$ 3,625.44

OTHER 2018 VACA
TOURS

8 @ \$ 499.86 = \$ 3,998.88

Total Amount Due: \$ 72,916.68 ✓

Please attach corresponding PAF or other backup to this sheet.

Reason: D.C. Levasseur retirement buyback

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

Approved

[Signature]
HR Director/City or Superintendent/Schools



CITY OF SALEM

PART A *10/1/19* ✓
DATE *10.1.19* *ab*

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

NAME (LAST, FIRST, MIDDLE)

Levasseur, Dennis

EMPLOYEE NO.

100186

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

Deputy Chief

JOB CODE

DEPARTMENT

Fire

DIVISION

DEPT. NO.

1100

ADDRESS-STREET

CITY

STATE

1. EMPLOYMENT

ZIP CODE

SOCIAL SECURITY NO.

NEW HIRE

REHIRE

RECALL

Salary

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

ETHNIC CODE

SCHEDULED HOURS

HOURLY RATE

DEPENDENTS

M

S

MARITAL STATUS

OTH

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

10.1.19 08:00

DATE HIRED

6.6.1987

RECOMMENDED FOR REEMPLOYMENT

YES

NO

REASON			
RE-SIGNED	LAI OFF	END OF RE-TEMP.	TIRE DIS-CHARGED
		<i>X</i>	

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

8. EXPLANATION OF ACTION (or other action)

Dr. Levasseur has retired due to a leg injury effective 10.1.19 @ 0800 hrs.

Buyback:

2018 vacation 24 hrs = 1999.47/4 = 499.86 x 8 = 3998.88

2019 vacation 24 hrs = 2058.77/4 = 514.69 x 24 = 12352.56

70 SKL = 2058.77/3.5 = 588.22 x 90 = 52,939.80

SMV spend = 4850/365 = 13.28 x 273 days = 3,625.44

TOTAL = 72,916.68

effective 10.5.19 for paycheck

10.17.19

[Signature]

FINANCE DEPARTMENT

[Signature]

DEPARTMENT HEAD / APPOINTING AUTHORITY

PERSONNEL DEPARTMENT

DATE *10.2.2019*

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



CITY OF SALEM

In City Council,

Ordered:

October 24, 2019

That the sum of Thirty-Three Thousand, Forty-Three Dollars and Twenty-Eight cents (\$33,043.28) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2020 contractual buyback listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
Nina Bridgman	Finance	\$ 33,043.28
		\$ 33,043.28



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

October 24, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Thirty-Three Thousand, forty-Three Dollars and Twenty-Eight cents (\$33,043.28) from the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Finance Department employee.

Name	Department	Amount
Nina Bridgman	Finance	\$33,043.28
	TOTAL:	\$33,043.28

I recommend passage of the accompanying Order.

Very truly yours,

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

Kimberley Driscoll
Mayor



CITY OF SALEM, MASSACHUSETTS

KIMBERLEY DRISCOLL
MAYOR

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

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: October 17, 2019
RE: Retirement Stabilization Fund

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

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

Nina Bridgman

630 sick hours @ \$44.4280 per hour	\$27,989.64
113.7489 vacation hours @ \$44.4280 per hour	\$5,053.64
Total:	\$33,043.28

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
APPROVAL-SICK DAYS/VACATION BUY-BACK

From: Department Finance

Date 10/16/19

Authorized Signature: _____

Department Head/City or Business Manager/School

NAME: Neia Bridgman

CALCULATION

VACATION HOURS # 113.7489 @ \$ 44.4280 = \$ 5053.64

SICK HOURS # 630 @ \$ 44.280 = \$ 27989.64

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

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 33,043.28

Please attach corresponding PAF or other backup to this sheet.

Reason: Retired - 10/10/19

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

Approved

[Signature]
HR Director/City or Superintendent/Schools



CITY OF SALEM

PART A

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

DATE 10/16/19

NAME (LAST, FIRST, MIDDLE) Bridgman Mina EMPLOYEE NO. 100199

JOB TITLE Asst. Finance Dir. Auditor JOB CODE

DEPARTMENT Finance DIVISION DEPT. NO. 1090

CHECK ALL THAT APPLY
 1. EMPLOYMENT
 2. WAGE/SALARY ADJUSTMENT
 3. TRANSFER
 4. LEAVE OF ABSENCE
 5. ADDRESS/NAME CHANGE
 6. TERMINATION
 7. OTHER

ADDRESS-STREET CITY STATE ZIP CODE SOCIAL SECURITY NO. NEW HIRE REHIRE RECALL

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

TELEPHONE NO. DATE OF BIRTH SEX M F ETHNIC CODE SCHEDULED HOURS HOURLY RATE # DEPENDENTS MARITAL STATUS M S OTI

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

RE-SIGNED	LAI D OFF	REASON			DIS-CHARGED	QUALITY OF WORK				ATTENDANCE				ATTITUDE				JOB KNOWLEDGE			
		END OF TEMP.	RE-TIRED	RE-TIRED		EXCEL	GOOD	FAIR	POOR	EXCEL	GOOD	FAIR	POOR	EXCEL	GOOD	FAIR	POOR	EXCEL	GOOD	FAIR	POOR

7. EMERGENCY CONTACT
 NAME: TELEPHONE NO. RELATIONSHIP

8. EXPLANATION OF ACTION (or other action)
Retired - 10/10/19

[Signature] 10/14/19
 FINANCE DEPARTMENT DATE

[Signature] 10/16/19
 DEPARTMENT HEAD / APPOINTING AUTHORITY DATE

[Signature]
 PERSONNEL DEPARTMENT DATE



CITY OF SALEM

In City Council,

Ordered:

October 24, 2019

That the sum of Thirty Thousand Dollars (\$30,000.00) appropriation is hereby transferred within the "Capital Outlay Fund 2000" from the ST CIP Fire Department Bay Floor account to be expended by the Fire Department for the Fire Station Roof and Antenna Tower in accordance with the recommendation of Her Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

October 24, 2019

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

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to reprogram approximately \$30,000.00 of capital funding from the Fire Department headquarters bay floor project (2001910-5846AA) to a new project to assess the condition of the antenna and its supporting structure on the roof of the building.

Specific details about this request can be found within the letter from Chief Giunta, which is also enclosed. Because this is transferring existing capital funds from one project to another, there is no net addition to the budget.

I recommend adoption of the enclosed Order and invite you to contact Chief Giunta should you may have any questions regarding this matter.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS FIRE DEPARTMENT

48 LAFAYETTE STREET
SALEM, MASSACHUSETTS 01970-3695
PHONE 978-744-1235 FAX 978-745-4646

FIRE PREVENTION
BUREAU
978-745-7777

JOHN G. GIUNTA
CHIEF
978-744-6990
JGGIUNTA@SALEM.COM

October 22, 2019

Honorable Mayor Driscoll,

I am requesting a transfer of funds from the 2001910 5846AA Bay Floor ST CIP to a new ST Fund Designer Services for Roof Investigation at Station 1. The original Bay Floor project has been put on hold due to the condition of the floor and the high cost of total replacement. We need the funding reallocated for the repair or replacement of the antenna tower at Station 1. The cables that support the antenna appear to be rusted and their integrity is in question. I would like to obtain a qualified assessment of the condition of the entire antenna structure due to its age and appearance.

I have attached the bid for the work and if you have any questions please feel free to contact me with anything else that you need.

Respectfully,

John "Gerry" Giunta
Chief of Department
Salem Fire



Russo Barr Associates, Inc.
55 Sixth Road, Suite 6
Woburn, MA 01801
781-273-1537 tel
www.russobarr.com

October 21, 2019

Mr. Michael E. Lutrzykowski
City of Salem Inspectional Services
93 Washington Street
Salem, MA 01970

Re: **Cost Proposal: Designer Services for
Antenna & Roof Investigation Project**
Salem Fire Department
48 Lafayette Street
Salem, MA

Mr. Gavin:

Pursuant to your recent request, we are pleased to submit our proposal for Designer Services for the referenced Roof Investigation Project. These services will be provided in accordance with our On-Call Architectural Services contract.

Designer Scope of Services

From our discussions and recent site visits, we understand that the existing antenna at the Fire Station located at 48 Lafayette Street, which serves the public safety and city communication services, is aged and in need of repair or replacement. In addition, roof leaks have been occurring at the same facility. The antenna is a large open frame mast, with guy wire extending to building walls and roof connections in three locations. The mast and guy wires are all showing rust and deterioration. An EPDM roof membrane system is currently in place on the facility roofs and measures approximately 10,000 SF. At this time the City would like us to investigate the condition and usability of the antenna, as well as the leaks connected to the roof system, to determine what solutions are available for permanent repairs.

Russo Barr Associates, Inc. will provide professional services to perform an investigation of the existing antenna and roofing system. A more detailed description of our Investigation Scope of Services is as follows:

1. Participate in a project start-up meeting with all involved parties to discuss the project scope, commence with obtaining all pertinent project related information (architectural drawings, specifications, correspondences, leak history, previous study reports, warranty information, etc.), review the project schedule, and determine the procedure for accessing the building exterior components and the interior.
2. Perform on-site investigation work as follows:
 - Visual examination of the antenna, including hands-on observation of the mast welds and connections, and the individual guy wires and connections.
 - Visual examination of the roofing system at the exterior, and any reported leakage conditions at the interior areas (where accessible).
 - Physical measurements will be performed as necessary to determine quantities.

- Perform an infrared roof moisture scan in an effort to determine if any underlying wet roofing materials exist.
 - Test cuts will be performed in certain locations to determine the following: (1) connection of the antenna and guy wires to the building structure (through the roofing); (2) roofing assembly construction and condition; and (3) the roof decking type and condition.
 - Photos of existing conditions and deficient conditions will be taken.
3. Perform in-house evaluation and analysis services as follows.
- A review of all Owner provided pertinent project related information will be performed.
 - A review of all on-site investigative work will be performed.
 - Estimated quantities relative to deficient conditions will be developed.
 - Repair recommendations will be established.
 - Construction cost estimate will be performed.
 - Photographic documentation will be developed.
4. Provide an Investigation Report that documents the result of our on-site investigation work and our in-house analysis work. The report will contain the following:
- Observations of existing conditions and deficiencies noted.
 - Infrared roof moisture scan results.
 - Roof test cut results.
 - Discussions pertaining to the causes of the deficient conditions.
 - Repair recommendations (antenna and roofing related).
 - Construction cost estimate.
 - Photographic documentation.
5. Participate in a meeting with the involved parties to review the Investigation Report.

Cost of Services

Designer will provide the referenced Designer Scope of Services for a Basic Services Fee of **\$27,250**. The Basic Services Fee is based upon the scope of services and includes the following costs: salaries, insurances, telephone, photos, reproductions, infrared roof moisture scan and test cuts. The Basic Services Fee does include an allowance of \$3,000 for the cost of an aerial lift to access the antenna. The exact cost of the lift is not known at this time, as the access and size of the lift will need to be discussed with the City and vendors.

The Basic Services Fee does not include any construction documents design work. Designer will provide additional Designer Services to include design, bidding, and construction period services for mutually agreed upon additional compensation.

Any estimates of construction cost prepared by the Designer are intended as an aid in budgeting. They are not quotations, or proposals to do the work for that price, and their accuracy is not guaranteed.

It is understood that all pertinent project related information that the Owner has available will be made available to the Designer, and the Owner shall provide safe access to the site, interior & exterior areas, and roof areas. Designer shall not be responsible for any damage to site, building or contents resulting from the Work.

Invoices are processed on a percent completed basis and are issued monthly. Invoices are due and payable within thirty days.

Nothing contained herein shall obligate the Designer to prepare for, or to appear in litigation on behalf of the Owner or to undertake additional work on matters not included here, except in consideration of additional compensation mutually agreed upon. Designer will perform additional Designer Services for mutually agreed upon additional compensation.

We appreciate your consideration of our capabilities and look forward to providing Designer Services to the City of Salem for this important project.

Sincerely,



James M. Russo
President
Phone: 781-273-1537 X21
Cell: 617-694-2759
Email: jrusso@russobarr.com

Russo Barr Associates, Inc. General Terms and Conditions

1. ABSENCE OF WARRANTY/STANDARD OF CARE

All services of DESIGNER and its subsidiaries, independent professional associates, subconsultants and subcontractors will be performed in a reasonable and prudent manner in accordance with the generally accepted engineering practice at the time said services are performed. All estimates, recommendations, opinions and decisions of the DESIGNER will be on the basis of the information available to the DESIGNER and the DESIGNER's experience, technical qualifications and professional judgment.

There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the DESIGNER may, after giving seven days written notice to OWNER, suspend services without liability until the OWNER has paid in full all amounts due the DESIGNER on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between the DESIGNER and OWNER and OWNER shall be responsible for all reasonable costs of collection, including reasonable attorney fees.

Fixed cost invoices will be submitted showing percent complete. Time and Material invoices will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by OWNER, documentation will be provided and the cost of providing such documentation, including labor and copying costs, will be paid by OWNER.

3. PAYMENT

Where payment is based on a cost reimbursement (i.e., hourly rates, time-and-material, direct personnel expense, or per-diem) basis, the following provisions shall apply:

- a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the services done at the DESIGNER's office(s) is one-half hour. When applicable, purchase or rental charges will be applied to the Project to cover the cost of pilot-scale facilities or specialized equipment apparatus, instrumentation, or other technical machinery. Analyses performed in the DESIGNER's or a subconsultant's laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the Proposal.
- b. Expenses properly chargeable shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors/subconsultants; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to DESIGNER's compensation. A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources.

4. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the DESIGNER's estimate to perform the services required to complete the Project. For projects involving conceptual or process development work, required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required to perform the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the OWNER's failure to provide specified facilities or information, or if DESIGNER's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption or for any other cause beyond the reasonable control of the DESIGNER. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the accompanying Proposal.

5. INFORMATION FURNISHED BY OWNER

OWNER will assist DESIGNER by placing at DESIGNER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. DESIGNER shall have no liability for any claims attributable to ENGINEER's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by OWNER, and OWNER agrees to indemnify and hold harmless DESIGNER from any and all claims and judgments, and all losses, costs and expenses arising therefrom. DESIGNER shall disclose to OWNER, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by OWNER to DESIGNER that DESIGNER discovers in its review and inspection thereof.

6. OPINION OF PROBABLE COSTS

DESIGNER will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by DESIGNER hereunder will be made on the basis of DESIGNER's experience and qualifications and represent DESIGNER's judgment as an experienced and qualified design professional. It is recognized, however, that DESIGNER does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or Contractor's methods of determining prices.

7. CONSTRUCTION REPRESENTATION

If required by the Proposal, DESIGNER will furnish Construction Representation according to the defined scope for these services. DESIGNER will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, DESIGNER will endeavor to protect OWNER against defects and deficiencies in the work of Contractors; DESIGNER will report any observed deficiencies to OWNER; however, it is understood that DESIGNER does not guarantee the Contractor's performance, nor is DESIGNER responsible for the supervision of the Contractor's operations and employees. DESIGNER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. DESIGNER shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not a DESIGNER's employee or DESIGNER's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

8. TERMINATION

No termination of this Project by the OWNER shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the DESIGNER and an opportunity for consultation has been given. A final invoice will be calculated following receipt of such termination notice and the elapse of the seven day period (the effective date of termination). Either the DESIGNER or OWNER may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination. An equitable adjustment shall be made to provide for termination settlement costs the DESIGNER incurs relating to commitments which had become firm before termination and for a reasonable profit for services performed.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions to the contrary, the DESIGNER's liability to the OWNER for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the DESIGNER's professional negligence, strict liability, breach of contract or breach of warranty, shall not exceed the greater of \$20,000 or the contract payment hereunder. For good and valuable consideration received, OWNER hereby releases the DESIGNER from any liability above such amount and such amount shall be the sole and exclusive remedy available to OWNER. In no event shall DESIGNER be liable for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation of other equipment or systems.

10. INSURANCE

The DESIGNER agrees to purchase at its own expense, Worker's Compensation, Professional Liability and General Liability Insurance and will, upon request, furnish insurance certificates to OWNER. DESIGNER agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available from carriers acceptable to the DESIGNER) provided the premiums for additional insurance are reimbursed by OWNER.

11. INDEMNIFICATION

DESIGNER shall, subject to the limitation of liability contained in Section 9, indemnify the OWNER for any loss or damage solely caused by the professional negligence of the DESIGNER in performance of the services under this Proposal or any related Agreement.

With respect to claims, damages, losses and expenses which are related to hazardous waste sampling, disposal or cleanup or other environmental liability resulting from the actual or alleged generation, transportation, storage, or disposal of pollutants by DESIGNER or the DESIGNER arranging for the transportation, storage or disposal of pollutants "pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed), and to the extent said services are not covered by the insurance maintained by the DESIGNER, OWNER, for good and valuable consideration received shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the DESIGNER and its employees, independent professional associates, subconsultants and subcontractors from and against all such claims, damages, losses, and expenses arising out of or resulting from the performance of the DESIGNER's services under this Agreement including, but not limited to, the DESIGNER's professional negligence.

12. DISPUTE SERVICES

If DESIGNER's personnel are called or subpoenaed for depositions, examination or court appearances in any dispute arising out of the Project, DESIGNER shall be reimbursed on a time and material basis in accordance with DESIGNER's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

13. CONFIDENTIALITY

The DESIGNER shall maintain as confidential and not disclose to others without OWNER's prior written consent, all information obtained from OWNER, not otherwise previously known to the DESIGNER or in the public domain, as OWNER expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the DESIGNER; (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential; or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

14. REUSE OF DOCUMENTS

All documents, including Reports, Electronic Media, Drawings and Specifications, prepared or furnished by DESIGNER and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and the DESIGNER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by OWNER, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than OWNER.

Any reuse or disbursement to third parties without written verification or project-specific adaptation by the DESIGNER will be at the OWNER's sole risk and without liability or legal exposure to DESIGNER or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the DESIGNER from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. If it is necessary to distribute any documents to an unrelated third party, both the third party and OWNER agree:

- 1) the third party is bound by all of the conditions and limitations of this Agreement and related documents;
- 2) the third party is bound by all limitations of liability or indemnity provisions; and,
- 3) the limitation of liability set forth in Section 9 is an aggregate limit and the Owner does not have the right or duty to apportion the limitation amount between itself and the third party.

Any verification or project-specific adaptation by DESIGNER will entitle the DESIGNER to further compensation at rates to be agreed upon by OWNER and the DESIGNER.

15. CONTROLLING AGREEMENT

This Agreement and the accompanying Proposal constitute the full and complete agreement of the parties and may only be amended, added to, superseded or waived if both parties specifically state in writing that it is an amendment of this Agreement.

To the extent they are inconsistent or contradictory, the express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of the Uniform Commercial Code.

Any terms and conditions set forth in OWNER's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under the Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the DESIGNER. The DESIGNER's acknowledgment of receipt of any purchase order,

requisition, notice or authorization, or the DESIGNER's performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

If any of these General Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

16. SUCCESSORS AND ASSIGNMENTS

OWNER and DESIGNER, and each of their respective partners, successors, executors, administrators, and legal representatives, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither the OWNER nor DESIGNER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent DESIGNER from employing such independent associates and consultants as DESIGNER may deem appropriate to assist in the performance of services hereunder.

17. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or related Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of DESIGNER.

18. DISCLOSURE RIGHTS

OWNER agrees that DESIGNER has authority to use its name as a client and a general description of the project as a reference for other prospective clients.

19. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of DESIGNER.



CITY OF SALEM

In City Council,

Ordered:

October 24, 2019

That the sum of Twenty-Thousand Dollars (\$20,000.00) is hereby transferred from the Human Resource Department Health Insurance Account 19141-5174 to the School Department School District Contract Services Account 13132041-5320 in accordance with the recommendation of Her Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

October 24, 2019

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

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request for a transfer of \$20,000.000 from the health insurance account (19141-5174) to the School Department's contracted services account (13032041-5320).

This request is necessary to cover the contractually negotiated housing rental/relocation expenses reimbursement for the Interim Superintendent. This provision of the Interim Superintendent's contract was provided in lieu of health insurance benefits and, as a transfer of existing funds, represents no net addition to the budget.

I recommend adoption of the enclosed Order and welcome any questions you may have regarding this matter.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



**KIMBERLEY L. DRISCOLL
MAYOR**

**LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES**

CITY OF SALEM MASSACHUSETTS

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

October 22, 2019

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

RE: Request for Budget Transfer – Superintendent's Housing Allowance

Dear Honorable Mayor Driscoll:

I am respectfully writing to confirm that the Human Resource Health Insurance Account 19141-5174 will have enough funds to cover a transfer of \$20,000 Twenty Thousand dollars to the School Department District Contract Services Account and still cover FY2020 annual health insurance costs through June 30, 2020.

Sincerely,

Lisa Cammarata
Director of Human Resources

Kathleen Smith
Superintendent



City of Salem
Salem Public Schools

October 9, 2019

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

RE: Request for Budget Transfer – Superintendent’s Housing Allowance


Dear Honorable Mayor Driscoll:

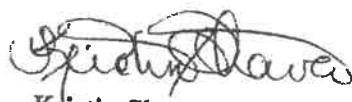
This request is for a Council Order to transfer \$20,000 from the Health Insurance account, 19141-5174 to the School District’s contract services account 13032041-5320.

The contract for Interim Superintendent Kathleen Smith includes a clause that states, in Article 4.4, “The Superintendent agrees that she is not going to use/access family health insurance plans available to her throughout any period of employment, namely, July 1, 2019 thru June 30, 2020,” and in Article 4.5, “The Committee will provide the Superintendent with a housing rental/relocation expense reimbursement in the annual amount of \$20,000, which shall be payable in monthly payments of \$1,667 per month.”

As the funds for this reimbursement are in lieu of Health Insurance, the school district respectfully requests the \$20,000 be transferred from the city’s Health Insurance account to the district account, above.

Sincerely,


Kathleen Smith
Interim Superintendent of Schools


Kristin Shaver
School Business Administrator

CITY OF SALEM - Finance Department
Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: School Department
Department

[Signature]
 Department Head Authorizing Signature

10-16-19
 Date

Budget or R/Res

Transfers To: 13032041-5320 Desc: Contract Services Balance: \$4,418.40 Budget Amt: \$72,200
(Org/Object)

From : 19141-5174 Desc: Medical Insurance Balance: \$10,130,844.91 Budget Amt: \$14,434,317

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

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

Free Cash or To : _____ Desc: _____ Budget Amt: _____
Retained Earnings (W/S) (Org/Object) Balance: _____

Raise & Appropriate
 Please circle one

Amount Requested: \$20,000

Reason (Be Specific): See attached

For Finance Department and Mayor's Use Only:

- | | | |
|--|----------------------|----------------------------------|
| _____ Budget Transfer | _____ Mayor Approval | _____ City Council Approval |
| _____ Free Cash Appropriation - City Council Approval - Gen Fund | \$ _____ | Free Cash Balance |
| _____ R/E Appropriation - Water | \$ _____ | R/E Appropriation Sewer \$ _____ |
| | R/E Balance | R/E Balance |
| _____ Receipts Reserve - City Council Approval | \$ _____ | R/Res Fund Balance |
| _____ Raise & Appropriate | _____ Other _____ | |

Recommendation: Approved Denied

 Finance Director

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

MEMORANDUM of AGREEMENT

This MEMORANDUM of AGREEMENT is made by and between the City of Salem, Massachusetts, a municipal corporation in Essex County, Massachusetts, acting by and through its School Committee, hereinafter referred to as the "Committee" and Ms. Kathleen Smith, hereinafter referred to as the "Superintendent".

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

ARTICLE ONE – EMPLOYMENT

- 1-1. The Committee hereby employs Kathleen Smith as Interim Superintendent of Schools and Kathleen Smith accepts the appointment under the terms and conditions set forth herein.
- 1-2. The term of this Agreement shall be for the period July 1, 2019 through June 30, 2020.
- 1-3. The Superintendent agrees to all of the lawful rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and the legal functions and responsibilities of Superintendents of Schools. In the event that the Committee adopts a rule, regulation or policy that is in conflict with any portion of this AGREEMENT, then this AGREEMENT shall prevail.
- 1-4. The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the children and the general community served by the Salem Public Schools and it shall reflect a clear understanding that the Committee is the establishing agent of all school system policy and that the Superintendent has the responsibility to administer said policy with proper authority, in a sound, fair and ethical manner.

ARTICLE TWO – CONDITIONS OF EMPLOYMENT

- 2.1 The Parties may terminate this Agreement at any time by mutual agreement.
- 2.2 In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, she may do so by giving at least ninety (90) days' notice of her intention to the Committee by registered mail, return receipt requested.
- 2.4 Notwithstanding any provision to the contrary, this Agreement may be terminated for just cause as defined by relevant Massachusetts school employment case law and/or statute in which case any and all financial and other obligations by either party shall cease

Moreover, the Superintendent, at the School Department's expense, will have the use of a school-owned cellular telephone for work-related purposes as well as a school-owned computer, maintained by the School Department, for district, home or off-site work.

6-2. Professional Dues

6-2.1. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations:

- (a) Massachusetts Association of School Superintendents
- (b) A.A.S.A.
- (c) A.S.C.D.
- (d) RTM
- (e) DALI

6-3. Massachusetts Teachers Retirement System/Superintendent Critical Shortage Waiver

6-3.1. The Parties agree that a critical component of this Agreement shall require the Committee to obtain a Superintendent Critical Shortage waiver on behalf of the Superintendent as it is well known and acknowledged that the Superintendent is being hired by the Committee during her retired status as the former Brockton Public Schools Superintendent. Therefore, the subject Agreement is contingent upon the Committee obtaining said waiver and any failure to do so shall result in the Committee indemnifying, reimbursing and/or holding harmless the Superintendent from any damages and/or harm, financial or otherwise incurred as a result of the Committee's failure to obtain same.

ARTICLE SEVEN – MISCELLANEOUS CONSIDERATIONS

7-1. Professional Liability

7-1.1. The Superintendent shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws, Chapter 258 for any and all demands, claims, suits, actions and legal proceedings, including legal expenses that may be incurred in defending against such actions, brought against the Superintendent for actions taken within the scope of employment. This obligation shall continue in full force and effect after the Superintendent leaves her position for any reason.

7-1.2. If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the



CITY OF SALEM

In City Council,

Ordered:

October 24, 2019

That the sum of Fourteen Thousand, Six Hundred Seventy-One Dollars and Twenty-Three cents (\$14,671.23) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2020 contractual buyback listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
Kathleen Rocheville	Police	\$ 14,671.23
		\$ 14,671.23



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

October 24, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:


Enclosed herewith is a request for an appropriation of fourteen Thousand, Six Hundred Seventy-One Dollars and Twenty-Three cents (\$14,671.23) from the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Police Department employee.

Name	Department	Amount
Kathleen Rocheville	Police	\$14,617.23
	TOTAL:	\$14,671.23

I recommend passage of the accompanying Order.

Very truly yours,


Kimberley Driscoll
Mayor



CITY OF SALEM, MASSACHUSETTS

KIMBERLEY DRISCOLL
MAYOR

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

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: October 17, 2019
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Salem Police Department.

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

Kathleen Rocheville

31 sick hours @ \$36.77 per hour \$1,139.87

368 vacation hours @ \$36.77 per hour \$13,531.36

Total: \$14,671.23

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
APPROVAL-SICK DAYS/VACATION BUY-BACK

From: Department: Police Date: 10/3/2019

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

NAME: Officer Kathleen Rocheville

CALCULATION

					<u>TOTALS</u>	
<u>VACATION HOURS</u>	#	<u>368</u>	@	<u>\$36.77</u>	= <u>\$13,531.36</u> ✓	
<u>SICK HOURS</u>	#	<u>31</u>	@	<u>\$36.77</u>	= <u>\$1,139.87</u> ✓	
<u>PRO-RATED STIPENDS</u>	#	<u>1</u>	@	<u>4350</u>	= <u>\$4,350.00</u> ✓	
<u>OTHER</u>	HOL x 1.0	#	<u>2</u>	@	<u>\$298.41</u>	= <u>\$596.82</u> ✓
	HOL x 1.5	#	<u>8</u>	@	<u>\$447.61</u>	= <u>\$3,580.88</u> ✓

Total Amount Due: \$23,198.93

Please attach corresponding PAF or other backup to this sheet.

Reason: Officer Kathleen Rocheville was approved for Accidental Disability Retirement.

For Human Resources Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

Approved

[Signature]
 HR Director/City or Superintendent/Schools



CITY OF SALEM

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

PART 10/15/19 ✓ ab.
DATE 10/3/19

NAME (LAST, FIRST, MIDDLE) ROCHEVILLE, KATHLEEN		EMPLOYEE NO. 102380	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 POLICE OFFICER		JOB CODE 1306	
DEPARTMENT POLICE	DIVISION PATROL	DEPT. NO. 1210	
ADDRESS-STREET		CITY	

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

2. WAGE / SALARY ADJUSTMENT (GIVE EXPLANATION IN SEC. 8)		EFFECTIVE DATE
ANNIVERSARY DATE	DATE OF LAST INCREASE	OCTOBER 1, 2019
PRESENT RATE PER	PROPOSED RATE PER	
NEW HOURLY RATE	GRADE	STEP

3. TRANSFER-JOB, SHIFT, DEPT. (GIVE EXPLANATION IN SEC. 8)		RATE CHANGE:	YES	NO
NEW DEPT. & NO.	NEW JOB TITLE	NEW JOB CODE		
NEW GRADE	NEW STEP	NEW PAY RATE PER	EFFECTIVE DATE	SHIFT CHANGE:
				FROM TO

4. LEAVE OF ABSENCE (GIVE EXPLANATION IN SEC. 8)		DATE RETURNED
FROM	TO	

5. ADDRESS / NAME CHANGE		NEW TELEPHONE NO.	CORRECT NAME TO
NEW ADDRESS	STREET	CITY	STATE
		ZIP CODE	

6. TERMINATION (GIVE EXPLANATION IN SEC. 8)		RECOMMENDED FOR REEMPLOYMENT	YES	NO
LAST DAY WORKED	DATE HIRED			
REASON	QUALITY OF WORK	ATTENDANCE	ATTITUDE	JOB KNOWLEDGE
RE-SIGNED	EXCEL GOOD FAIR POOR	EXCEL GOOD FAIR POOR	EXCEL GOOD FAIR POOR	EXCEL GOOD FAIR POOR
LAI D END OF RE- TIR ED				
DIS- CHARGED				

7. EMERGENCY CONTACT		RELATIONSHIP
NAME:	TELEPHONE NO.	

8. EXPLANATION OF ACTION (or other action)		DATE
APPROVED FOR ACCIDENTAL DISABILITY RETIREMENT.		10/18/19
LAST DAY ON POLICE PAYROLL WAS SEPTEMBER 30, 2019.		10/3/19
PLEASE REMOVE FROM MUNIS.		
FINANCE DEPARTMENT		
DEPARTMENT HEAD / APPOINTING AUTHORITY		
CHIEF OF POLICE, MARY E. BUTLER		
PERSONNEL DEPARTMENT		
PAY EFFECTIVE : OCTOBER 17, 2019		
DIRECT REPORT: CPT. KATE STEPHENS		

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



CITY OF SALEM

In City Council,

Resolved

WHEREAS, the City of Salem has been in negotiation with Harbor Point Properties, LLC regarding a development consisting of 31 units of market rate housing, three units of affordable housing reserved for families earning less than 80 percent of median area income, at 20 Harbor Street and 129 Lafayette Street;

WHEREAS, Harbor Point Properties, LLC has applied for certification under the Massachusetts Housing Development Incentive Program created by Chapter 40V of Massachusetts General Laws;

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

WHEREAS, the proposed project is located at 20 Harbor Street and 129 Lafayette Street, Salem MA, which is within the boundaries of the City of Salem's designated Housing Development Zone;

WHEREAS, the City of Salem has agreed to offer Harbor Point Properties, LLC a Tax Increment Exemption Agreement;

WHEREAS, Harbor Point Properties, LLC is investing \$10.9 million to create 34 total unit of housing;

NOW, THEREFORE, BE IT RESOLVED that the Salem City Council authorizes the Mayor to execute a Tax Increment Exemption Agreement between the City of Salem and Harbor Point Properties, LLC. Said agreement will provide for an exemption on property taxes based on the growth portion in assessed valuation of the property for a period not to exceed twenty years, beginning the first full fiscal year after the final Certificate of Occupancy is issued for the substantial rehabilitation of the buildings at 20 Harbor Street and 129 Lafayette Street. Said exemption being in accordance with the requirements and regulations established, which govern the implementation of such Tax Increment Exemption Agreements.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

October 24, 2019

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

Ladies and Gentlemen of the City Council:

I am writing to request that you authorize a tax increment exemption (TIE) agreement between the City of Salem and Harbor Point Properties, LLC. The partners of the LLC are David Pabich, Manager of Salem Renewal, and Lawrence Frej of Upper Cross Partners. Both partners are experienced local developers who have successfully adaptively reused properties in Salem. They are now teaming up to work on a very challenging reuse project: the former St. Joseph's school at 20 Harbor Street and former rectory at 129 Lafayette Street in the Point Neighborhood.

The Planning Office of Urban Affairs (POUA) received a planned unit development and site plan review decision for the entire former St. Joseph's property (church, school, and rectory) in September 2010. The first phase of the project was the new construction building at 135 Lafayette Street, which includes 51 affordable housing units and ground floor commercial and community space. The second phase of the project (school and rectory) was permitted for 25 units. These units were anticipated to be market rate units, which would further diversify the housing on the site and result in a range of affordability at 30 percent, 50 percent, and 60 percent Area Median Income (AMI), as well as market rate.

The school and rectory buildings are very challenging to reuse and have sat vacant for many years. They require significant work to update building systems and infrastructure. In addition, the use of historic tax credits limits certain interior modifications and results in an inefficient use of space. POUA was not able to take on reuse of the buildings and it was difficult to find a development entity to whom they could sell the buildings.

Mr. Pabich and Mr. Frej formed Harbor Point Properties, LLC to reuse the school and rectory buildings. In July 2019, the Planning Board approved an amendment to the 2010 decision and allowed nine additional dwelling units at the property, bringing the new total dwelling units on the former St. Joseph's site to 85. The development team is pursuing state and federal historic tax credits as part of the financing package; however, these funding sources alone are not sufficient

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for the project to be feasible. As a result, the development team is also pursuing funding support through the Massachusetts Department of Housing and Community Development's Housing Development Incentive Program (HDIP). The developer will be applying for the maximum State tax credit permissible in order to support this project.

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

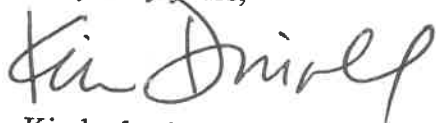
The TIE agreement establishes the percentage of the tax increment that will be exempted and the number of years that exemption will be in place. The State program sets the minimum percentage exempted at 10 percent and the minimum number of years at five years. The maximum exemption is 100 percent and the maximum number of years is 20 years. Terms for this TIE agreement will be comparable to past agreements. A form of the TIE agreement is included with this submission and a completed version will be provided prior to your committee meeting.

As is standard practice, the Planning Board decision requires ten percent of the new units (three) be affordable at 80 percent AMI. As part of the TIE agreement, the developer has agreed to deepen the affordability requirement to 60 percent AMI if the project is awarded the State tax credit requested. The developer has also agreed to request DHCD approval of a local preference for Salem residents for the affordable units to the greatest extent possible.

Due to the competitive nature of the HDIP, it is possible that the State tax credit award will be less than the maximum amount permissible. A lower award will affect the project's feasibility and impact the City's tax exemption percentage and/or the number of years of the exemption. A lower State tax credit award may also prevent the developer from achieving 60 percent AMI for the affordable units. The current assessed value (base value) of the property is \$1,178,900. The Assessor estimates the future value of the property, post-redevelopment, will be \$5.4 million. This is an increase of approximately \$4.2 million.

Historic preservation is a core value of our community and housing is our top need. These buildings have sat vacant for far too long and have become a detriment to the neighborhood. The proposed project by a team of local developers is an incredible opportunity to preserve the former school and rectory while also providing additional housing. This is a tough project, however. Historic tax credits alone are not enough to make it work and the project needs the infusion of resources available through HDIP. I ask that you join me in supporting the proposed reuse project and that you authorize me to execute a TIE agreement on the City's behalf.

Very truly yours,



Kimberley Driscoll
Mayor
City of Salem

DRAFT FORM OF
HOUSING DEVELOPMENT INCENTIVE PROGRAM
TAX INCREMENT EXEMPTION (TIE) AGREEMENT
between
City of Salem, Massachusetts
and
Harbor Point Properties, LLC

This AGREEMENT is made this _____ day of _____, 2019 by and between the City of Salem, acting through its Mayor Kimberley Driscoll, ("Municipality") with a principal address of City Hall, 93 Washington Street, Salem, MA 01970 and Harbor Point Properties LLC ("Sponsor"), a Massachusetts Limited Liability Corporation with an address at _____.

Section 1 – Agreement

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

Section 2 – Definitions

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

- Act:** M.G.L. c. 40V as may be amended from time to time.
- Completion:** Certificates of occupancy have been issued for the entire Project.
- DHCD:** Department of Housing and Community Development.
- Event of Default:** An "Event of Default" as defined in Section 5 below.
- Final Certification:** Determination by DHCD that the Sponsor has completed the substantial rehabilitation of the Property, consistent with Rehabilitation Plans, including the creation of 34 rental units of which 31 will be defined as Market Rate Rental Units ("MRRUs"), as set forth in the Act and the Regulations.
- Fiscal Year:** An annual period of July 1 through June 30.
- HD Project:** A Certified Housing Development Project as defined in the Act and the Regulations.
- HD Zone:** The Housing Development Zone adopted by Salem City Council on the 13th of April, 2017, and approved by DHCD as evidenced by a Certificate of Approval

dated 7th of June, 2017, and recorded with the Southern Essex District Registry of Deeds, Book 35972, Page 153, amended by the Salem City Council on the 10th of December, 2018, and approved by DHCD as evidenced by a Certificate of Approval dated the 31st of January, 2019, and recorded with the Southern Essex District Registry of Deeds, Book 37331, Page 16.

- MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.
- Property: 129 Lafayette Street and 20 Harbor Street as shown in Exhibit 1, "Map of Property" and further described in Exhibit 2, "Legal Description of Property".
- Regulations: 760 CMR 66.00.
- Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3) (a) and approved by DHCD.
- Sponsor: Harbor Point Properties, LLC, a Massachusetts Limited Liability Corporation, with an address at _____, its successors and assigns.

Section 3 – Sponsor's Covenants

- A. Substantial Rehabilitation of the Property. Sponsor will undertake the substantial rehabilitation of the Property in accordance with the work and schedule set forth in the Rehabilitation Plans.
- B. Market Rate Residential Units.
- 1) There shall be a total of 34 residential rental units created in the Project comprised of four (4) studio lofts, nine (9) one-bedrooms, one (1) one-bedroom with a den, eight (8) one-bedroom lofts, four (4) one bedroom lofts with a den, one (1) two-bedroom, five (5) two-bedroom lofts, and two (2) two-bedroom townhomes of which 31 shall be MRRUs. The monthly rent for such units shall be priced consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the department, as set forth in Exhibit 3, "Market Rate Residential Units – Pricing Plan".
 - 2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 20 years.
- C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the Rehabilitation Plans.
- D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to DHCD for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

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

- A. Base Value. The Salem Assessor's Office lists 129 Lafayette Street and 20 Harbor Street with a

FY2019 value of \$1,178,900.

B. **MRRU Percentage.** Ninety-one percent (91%) of the 34 units on the property will be designated as Market Rate Residential Units. Thirty-one (31) of thirty-four (34) units. Three (3) units will be designated as affordable housing units set aside for households earning an income of no more than 60 percent of the area median income (AMI). The Sponsor agrees to request DHCD approval for a local preference for Salem residents to the greatest extent possible for the affordable housing units. The City may modify the 60 percent AMI requirement if it determines the project is not feasible due to the 60 percent AMI requirement. The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. **Exemption Percentage.** Commencing on the Effective Date which shall be Fiscal Year 1:

Year 1		Year 11	
Year 2		Year 12	
Year 3		Year 13	
Year 4		Year 14	
Year 5		Year 15	
Year 6		Year 16	
Year 7		Year 17	
Year 8		Year 18	
Year 9		Year 19	
Year 10		Year 20	

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

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

F. **Confirmation or Amendment of Calculation.** Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a "Tax Increment Exemption – Confirmation of Calculation" in the form attached as Exhibit 4 ("TIE Confirmation"). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

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

1) **Breach of Covenant Prior to Final Certification.** Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2) Breach of Covenant Subsequent to Final Certification. Sponsor's conduct is materially at variance with the representations made in its Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

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

B. Rights on Default.

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

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

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

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

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

3) Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in addition to those granted to DHCD and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

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

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

C. **Reporting.** Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

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

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

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

1) **Municipality:**

Office of the Mayor
City of Salem
93 Washington Street
Salem, MA 01970

2) **Sponsor:**

Harbor Point Properties LLC

3) **Copy to DHCD:** All such notices shall be copied to DHCD at:

HDIP Program Coordinator
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02124

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

giving notice.

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

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

[SIGNATURES ON NEXT PAGE]

CITY OF SALEM

By: Kimberley Driscoll, Mayor

Harbor Point Properties, LLC

By: David Pabich

By: Lawrence Frej

Duly Authorized

EXHIBIT 1
MAP OF PROPERTY

EXHIBIT 2

DESCRIPTION OF PROPERTY

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

Pricing Area:

INSERT DESCRIPTION

Proposed Initial
Monthly Rent:

\$ _____

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the City of Salem, and Harbor Point Properties, LLC, a Massachusetts Limited Liability Corporation with an address at _____, with respect to the property at 20 Harbor Street and 129 Lafayette Street Salem MA 01970 (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU is: _____
3. The assessed value of the of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this "Tax Increment Exemption – Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

MUNICIPALITY

SPONSOR

By: [CHIEF EXECUTIVE OFFICER]

By:

By: [LEGISLATIVE BODY]

By:

Dated: _____



CITY OF SALEM

In City Council,
October 24, 2019

Ordered:

That the Ralph Eleaser Whiteside Earl portrait of Andrew Jackson in the Salem City Council Chambers be relocated to the Josephine Fusco City Council Anteroom and, in its place, a frame and sign be placed until such time as the commissioned portrait of a representative of the Naumkeag people can be completed and hung in said location.



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

Office of the Mayor

October 24, 2019

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

Ladies and Gentlemen of the City Council:

As you may recall, in May I had asked the Public Art Commission that they help the City retain an artist to create a new portrait for City Hall, representing Wenepoykin or another appropriate leader of the Naumkeag people. As that effort is proceeding, I am now writing to request that the Council authorize the relocation of the Andrew Jackson portrait from the City Council Chambers to the City Council Anteroom, so that the new portrait may be hung in its place.

The portraits of past City leaders and notable guests that fill our historic City Hall are all white men. In my view, it is past time to recognize the contributions and sacrifices of others, especially the Native peoples who were displaced and killed, so Salem could become the City it is today.

Our Public Art and Culture Planner and the Director of the Witch House/Pioneer Village have been working with representatives of the Massachuset to ensure that the commissioned artist is a Native American themselves or is someone capable of creating a portrait that is sensitive to and reflective of the true culture of the native peoples in the early 17th century period. Our hope is that the portrait will be ready to be displayed in the Chambers in 2020. In the interim our plan would be to place an empty frame in the Chambers with a sign explaining about the work underway and how the frame itself is symbolic of the lack of representation of Native people.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem

CC: Elizabeth Solomon and Ren Green, Massachuset Tribe representatives
Salem Public Art Commission

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RESOLUTION

WHEREAS, in 2016, Salem was the first community in Massachusetts to pass a 100% clean energy resolution; in 2018, the City Council unanimously passed a resolution supporting carbon pricing; and in 2019, the Council unanimously passed a green new deal resolution; and

WHEREAS, Salem is a green community and programs initiated by SERC including Solarize Salem, municipal aggregation, wind turbine feasibilities, purchase of all lights/converting to LED, school solar projects and participating in the current Solarize MA North Shore program have resulted in about \$800K in annual savings; and

WHEREAS, Salem's City Government has realized the effort and innovation of non-profits such as SAFE (gas leaks), Salem Sound Coastwatch (resiliency); and

WHEREAS, this act will initiate and predictably increase carbon pollution fees for the dual purposes of reducing greenhouse gas emissions (GHG's) by moving us away from a fossil fuel dependent economy and also by raising revenue for investment in clean energy and green infrastructure; and

WHEREAS, 70% of the collected carbon pollution fees will be returned twice a year to MA residents and businesses in the form of rebates, with low and moderate-income households and vulnerable employers receiving additional amounts; and

WHEREAS, this act concentrates its impact on those MA energy sectors most in need of change; Transportation and Buildings; exempting the Electricity sector because it is already covered by RGGI (Regional Greenhouse Gas Initiative); and

WHEREAS, the remaining 30% of collected carbon pollution fees (estimated to be \$400-600 million/year) will go into a Green Infrastructure Fund (GIF) for local projects that will help people transition away from fossil fuels into clean energy and clean transportation as well as providing the resilience needed to deal with unavoidable impacts of climate change; and

WHEREAS, carbon pollution pricing has been singled-out as the most effective, fair, and bipartisan way to achieve a clean energy future as required by our landmark Global Warming Solutions Act; and

WHEREAS, H.2810 not only decreases GHG emissions and combats the climate crisis, it also creates thousands of good jobs and grows our economy; and

WHEREAS, while the current 108 co-sponsors indicate broad support throughout our Commonwealth, the added support of Mayors and City Councils will further compel passage of this critically-needed act;

We, THEREFORE, strongly and urgently petition the Massachusetts Legislature and the Governor to promptly pass *An Act to Reduce Greenhouse Gases and Promote Green Infrastructure (H2810)*.

BE IT FURTHER RESOLVED that the City Clerk for the Salem City Council send confirmed copies of this Resolution to: Governor Charles Baker; Speaker of the House Robert DeLeo; Senate President Karen Spilka, Senate Ways & Means Committee Chairman Michael Rodrigues, Representative Paul Tucker; Senator Joan Lovely; Congressman Seth Moulton; Senator Elizabeth Warren; Senator Edward Markey; and Salem Mayor Kimberley Driscoll



CITY OF SALEM

In City Council, October 24, 2019

Ordered:

In accordance with Massachusetts General Law, Chapter 268A, Section 20(b) the City Council hereby declares that Joanne Roomey has met the requirements for exemption as set forth in this Section and may be retained as the Clerk of the Tree Commission and Clerk of the Cemetery Commission by the Department of Public Services, not to exceed 500 hours in this calendar year.



CITY OF SALEM
LEGAL DEPARTMENT

KIMBERLEY DRISCOLL
MAYOR

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

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

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

October 24, 2019

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 Legal Department employee Joanne Roomey, as provided in General Law c. 268A, § 20(b), to serve as a Clerk for the Cemetery and Tree Commissions.

The Conflict of Interest Law, specifically General Law c. 268A, § 20(b), requires that because Ms. Roomey will provide personal services to Commissions, she 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)**

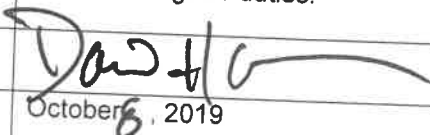
MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	Joanne Roomey
Title/ Position	Paralegal
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	
Agency Address	
Office phone:	
Office e-mail:	
	Check one: ___ Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a municipal employee.	10/17/2008
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.	<p>___ 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</p> <p>___ 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>___ I have a non-elected, compensated municipal employee position.</p> <p>___ A municipal agency has a contract with me.</p> <p>___ 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>___ 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>
BOX # 2	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am a non-elected municipal employee.
	___ 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>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>Department of Public Services</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>- Please explain what the contract is for.</p> <p>To take minutes at Tree Commission and Cemetery Commission meetings.</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>

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:	David H. Knowlton, PE
Title/ Position	Director of Public Services
Municipal Agency:	City of Salem
Agency Address:	93 Washington Street, Salem, MA; 5 Jefferson Avenue, Salem, MA
Office Phone:	978-744-3302
	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:	October 8, 2019

**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.

<p>What is your financial interest in the municipal contract?</p>	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p>I am a City of Salem Paralegal in the Legal Department.</p>
<p>Date when you acquired a financial interest</p>	<p>Fall 2019</p>
<p>What is the financial interest of your immediate family?</p>	<p>- Please explain the financial interest and include the dollar amount if you know it.</p>
<p>Date when your immediate family acquired a financial interest</p>	
<p>Write an X to confirm each statement.</p>	<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>
<p>Employee signature:</p>	<p><i>Joanne M. Rooney</i></p>
<p>Date: <i>10/8/19</i></p>	<p>October 8, 2019</p>

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.



CITY OF SALEM, MASSACHUSETTS
Kimberley L. Driscoll, Mayor
Community Preservation Committee

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TELE: 978-619-5685

October 22, 2019

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

Ladies and Gentlemen of the Council:

Enclosed herewith is an Order to approve and accept the Conservation Restriction for the conservation of the recreational resource at 15 Ward Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Sections 31-33.

15 Ward Street, LLC was awarded \$40,000 in CPA funds by the City Council in FY14 to convert a vacant parcel into a pocket park. The award was conditional that the 15 Ward Street, LLC grant and convey an irrevocable Conservation Restriction that will assure that the site will be retained and maintained for conservation and public recreation purposes in perpetuity.

In April, 2019, the City Council voted to approve and accept a Conservation Restriction for this property. However, the State made some minor changes to the wording of the restriction, resulting in the need for a vote of approval and acceptance for the new version.

Thank you for your consideration.

Very truly yours,


Jane A. Guy

Assistant Community Development Director

GRANTOR: 15 Ward Street LLC
GRANTEE: City of Salem, MA
PREMISES: 15 Ward Street, Salem, MA
FOR GRANTOR'S TITLE SEE: Southern
Essex District Registry of Deeds Book
32809 Page 284

CONSERVATION RESTRICTION

15 Ward Street LLC, a Massachusetts limited liability company, with a principal place of business located at 96 Lafayette Street, Salem, Essex County, Massachusetts, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the City of Salem acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with an address of 93 Washington Street, Salem, Essex County, Massachusetts, its permitted successors and assigns ("Grantee"), for consideration of \$40,000 in Massachusetts General Laws Chapter 44B Community Preservation Act (CPA) funds, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION AND RECREATION PURPOSES, the following Conservation Restriction for Public Recreational Use (hereinafter the "Conservation Restriction" or the "Restriction") on land located at 15 Ward Street in the City of Salem, Massachusetts containing the entirety of a 1925 square foot parcel of land ("Premises"), which Premises is more particularly described in Exhibit A, ~~and shown on the reduced copy of a plan of land in Exhibit B, both of which are~~ is incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Restriction is to assure that the Premises will be maintained in perpetuity for conservation and public recreation purposes and to prevent any use or change that would impair or interfere with its conservation and public preservation values ("conservation values").

Construction of the park was undertaken on the Premises using M.G.L. c. 44B Community Preservation Act funds. Documentation of the City Council vote authorizing the use of such funds for such purpose is attached hereto as Exhibit EB.

Commented [JG1]: Please include page numbers on final draft

Commented [JG2]: I re-set the margins to a normal left/right and top/bottom spacing.

Commented [JG3]: The Sec. of State's website lists the address as 102 Lafayette Street, but also says that the "Date of Involuntary Dissolution by Court Order or by the SOC" was June 30th 2016. Can you please confirm the status of the LLC, and also provide proof of corporate authority for Mickey Northcutt to sign on behalf of the LLC?

- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) The use of the Premises for piling of snow from off of the Premises;
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Restriction.

- (1) Community Park Uses. The construction, installation, maintenance, renewal and use of a community park, provided that any construction receives prior approval of the Grantee, and further provided that motorized uses shall not be permitted, except as necessary in connection with the construction, installation, maintenance, and renewal of the community park features and related infrastructure as described herein. For the purposes of this paragraph, allowable elements associated with a "community park" shall include recreational courts or fields, playground structures, community gardens, farmers' markets, tree and other vegetation plantings, and other improvements commonly associated with community parks, including, but not limited to benches and seating, trash receptacles, and water fountains, but shall not include buildings or other ~~structures inconsistent with the uses described in this Paragraph II(B)(1)~~ significant structures. Allowable uses shall include, without limitation, the use of the elements listed above for open space and recreational purposes as well as activities commonly associated with community parks;
- (2) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver.

Enforcement of the terms of this Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Premises, that the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Salem, MA 01970

With a copy to:

Kimberly L. Martin-Epstein, Esq.
Hackett Feinberg P.C.
155 Federal Street, 9th Floor
Boston, MA 02110

To Grantee:

The City of Salem Conservation Commission
98 Washington Street
Salem, MA 01970

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Recreation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Recreation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Recreation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Recreation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Recreation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Recreation Restriction.

WITNESS my hand and seal this ____ day of _____, 2019,

By: _____
Mickey Northcutt
Manager 15 Ward Street LLC

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared MICKEY NORTHCUTT, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF CONSERVATION RESTRICTION
BY MAYOR OF THE CITY OF SALEM AND THE SALEM CITY COUNCIL**

I, Mayor Kimberley Driscoll, the undersigned, being the Mayor of the City of Salem, Essex County, Massachusetts, pursuant to a vote taken by the Salem City Council at a meeting duly held on _____, 2019, hereby approve and accept the foregoing Conservation Restriction from 15 Ward Street LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: _____

Name: Kimberley Driscoll
Its: Mayor, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Kimberley Driscoll proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Salem, MA.

Notary Public
My Commission Expires:

VOTE OF SALEM CITY COUNCIL

I, Ilene Simons, City Clerk of the City of Salem hereby certify that at a meeting duly held on _____, 2019 the City Council voted to approve and accept the foregoing Conservation Restriction from 15 Ward Street LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: _____

Name: Ilene Simons
Its: City Clerk, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from 15 Ward Street LLC to the City of Salem acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT B

EXHIBIT C



CITY OF SALEM

In City Council,
October 24, 2019

Ordered:

That the City Council hereby approves and accepts the Conservation Restriction Agreement for the conservation of the recreational resource at 15 Ward Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Sections 31-33

GRANTOR: 15 Ward Street LLC
GRANTEE: City of Salem, MA
PREMISES: 15 Ward Street, Salem, MA
FOR GRANTOR'S TITLE SEE: Southern
Essex District Registry of Deeds Book
32809 Page 284

CONSERVATION RESTRICTION

15 Ward Street LLC, a Massachusetts limited liability company, with a principal place of business located at 96 Lafayette Street, Salem, Essex County, Massachusetts, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the City of Salem acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with an address of 93 Washington Street, Salem, Essex County, Massachusetts, its permitted successors and assigns ("Grantee"), for consideration of \$40,000 in Massachusetts General Laws Chapter 44B Community Preservation Act (CPA) funds, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION AND RECREATION PURPOSES, the following Conservation Restriction for Public Recreational Use (hereinafter the "Conservation Restriction" or the "Restriction") on land located at 15 Ward Street in the City of Salem, Massachusetts containing the entirety of a 1925 square foot parcel of land ("Premises"), which Premises is more particularly described in Exhibit A, which is incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Restriction is to assure that the Premises will be maintained in perpetuity for conservation and public recreation purposes and to prevent any use or change that would impair or interfere with its conservation and public preservation values ("conservation values").

Construction of the park was undertaken on the Premises using M.G.L. c. 44B Community Preservation Act funds. Documentation of the City Council vote authorizing the use of such funds for such purpose is attached hereto as Exhibit B.

The conservation values include the following:

- Public Access. Public access to the Premises will be allowed for outdoor recreation.
- Public Park Preservation. This Conservation Restriction will ensure that the Premises will be permanently available as a recreational space.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna, tower, solar panel, solar array, or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) The use of the Premises for piling of snow from off of the Premises;
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Restriction.

- (1) Community Park Uses. The construction, installation, maintenance, renewal and use of a community park, provided that any construction receives prior approval of the Grantee, and further provided that motorized uses shall not be permitted, except as necessary in connection with the construction, installation, maintenance, and renewal of the community park features and related infrastructure as described herein. For the purposes of this paragraph, allowable elements associated with a "community park" shall include recreational courts or fields, playground structures, community gardens, farmers' markets, tree and other vegetation plantings, and other improvements commonly associated with community parks, including, but not limited to benches and seating, trash receptacles, and water fountains, but shall not include buildings or other structures inconsistent with the uses described in this Paragraph II(B)(1). Allowable uses shall include, without limitation, the use of the elements listed above for open space and recreational purposes as well as activities commonly associated with community parks;
- (2) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (6) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values.
- (7) Outdoor Passive Recreational Activities. Bird-watching, basketball, and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;

(8) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

(9) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver.

Enforcement of the terms of this Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(7) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(7). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Restriction. Any public use which is permitted by the terms of this Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B) below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the recreation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including CPA funding.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B) – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Premises, that the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may jointly amend this Restriction; provided that no amendment shall be allowed that will affect the qualification of this Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments

only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex Registry of Deeds.

XI. EFFECTIVE DATE

This Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Southern Essex Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Mickey Northcutt, Manager
15 Ward Street LLC, C/O North Shore Community Development Coalition
96 Lafayette Street
Salem, MA 01970

With a copy to:
Kimberly L. Martin-Epstein, Esq.
Hackett Feinberg P.C.
155 Federal Street, 9th Floor
Boston, MA 02110

To Grantee:
The City of Salem Conservation Commission
98 Washington Street
Salem, MA 01970

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Recreation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Recreation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Recreation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Recreation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Recreation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Recreation Restriction.

B. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor: 15 Ward Street LLC, Mickey Northcutt, Manager
Grantee Acceptance: Conservation Commission
Approval by City of Salem, Kimberley Driscoll, Mayor
Approval by City Council
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises
Exhibit B: Letter From City Clerk Summarizing City Council Vote authorizing use of CPA funds

WITNESS my hand and seal this ____ day of _____, 2019,

By: _____
Mickey Northcutt
Manager 15 Ward Street LLC

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared MICKEY NORTHCUTT, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**ACCEPTANCE OF CONSERVATION RESTRICTION
BY CITY OF SALEM CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the City of Salem, Massachusetts, hereby certify that at a public meeting duly held on _____, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from 15 Ward Street LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C and do hereby accept the foregoing Conservation Restriction.

CITY OF SALEM CONSERVATION COMMISSION:

Bart Hoskins

Gregory St. Louis

Tom Campbell

Tyler R. Glode

Dan Ricciarelli

Scott Sheehan

Melissa Vieira

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared:

_____, and

_____, and

_____, and

_____, and

_____, and

_____, and

and proved to me through satisfactory evidence of identification which were MA Drivers Licenses, to be the persons whose names are signed above, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF CONSERVATION RESTRICTION
BY MAYOR OF THE CITY OF SALEM AND THE SALEM CITY COUNCIL**

I, Mayor Kimberley Driscoll, the undersigned, being the Mayor of the City of Salem, Essex County, Massachusetts, pursuant to a vote taken by the Salem City Council at a meeting duly held on _____, 2019, hereby approve and accept the foregoing Conservation Restriction from 15 Ward Street LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: _____

Name: Kimberley Driscoll
Its: Mayor, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Kimberley Driscoll proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Salem, MA.

Notary Public
My Commission Expires:

VOTE OF SALEM CITY COUNCIL

I, Ilene Simons, City Clerk of the City of Salem hereby certify that at a meeting duly held on _____, 2019 the City Council voted to approve and accept the foregoing Conservation Restriction from 15 Ward Street LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: _____

Name: Ilene Simons
Its: City Clerk, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as City Clerk for the City of Salem, MA.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from 15 Ward Street LLC to the City of Salem acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

The land subject to this Conservation Restriction, referred to herein as the Premises, is a certain parcel of land on Ward Street in Salem, Massachusetts, bounded and described as follows:

SOUTHERLY by Ward Street forty-three (43) feet;
WESTERLY by land now or late of D. Foley about forty-seven feet two inches (47'2");
NORTHERLY by land now or late of Owen Connors twelve feet two inches (12'2");
NORTHEASTERLY by the same land three feet three inches (3'3");
NORTHERLY by the same land twenty-nine feet seven inches (29'7"); and
EASTERLY by land now or late of Radford about forty-three feet six inches (43'6").

Description derives from deed of Marie Anna L'Heureux, Trustee, et al dated July 30, 1968 and recorded at Essex South District Registry of Deeds in Book 5551, Page 31.

The entirety of the Premises is subject to this Conservation Restriction.

Premises address: 15 Ward Street, Salem, MA

Premises also shown on Salem Assessor's Map 34 as Lot 393

EXHIBIT B - Letter From City Clerk Summarizing City Council Vote authorizing use of CPA funds

[Attached]



Comcast
David R. Flewelling
Specialist 2 Construction
9 Forbes Road, Suite 9B
Woburn, MA 01801
Cell – 617-279-7864
dave_flewelling@comcast.com

October 16, 2019

Ms. Maureen Fisher
Salem Assistant City Clerk
City Hall
93 Washington Street
Salem, MA 01970

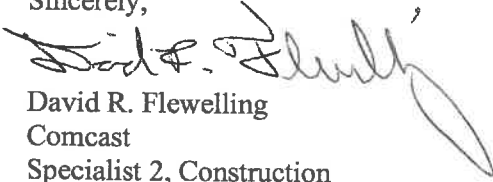
RE: 231 Washington Street Salem
Grant of Location-Petition

Dear Ms. Fisher:

Enclosed please find materials supporting Comcast request for a grant of location from the Salem City Council. The work associated with the attached petition is for the purpose of installing new underground conduit . To be used to provide the Comcast service to number 231 Washington Street. For a detailed description of the work please refer to the attached construction plans.

I look forward to the opportunity to address this matter in further detail at the next Salem City Council Meeting. Should you have any questions or concerns, please feel free to contact me at (617) 279-7864.

Sincerely,


David R. Flewelling
Comcast
Specialist 2, Construction

Enclosure (3)

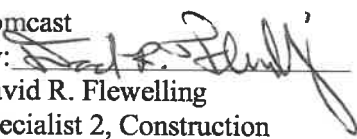
PETITION OF COMCAST FOR LOCACTION FOR CONDUITS, MANHOLES AND POLES

To the City Council for the City of Salem, Massachusetts:

Respectfully represents Comcast Cable Communications Management LLC., a company incorporated for the distribution of telecommunications services, that it desires to construct a line for such telecommunications under the public way or ways hereinafter specified.

Dodge Street: Starting at the existing Comcast Manhole excavating to place (1) 4" PVC Conduit 93' +/- to a proposed 3'x3' manhole. Continuing from the proposed manhole to place (1) 4" PVC Conduit 7' +/- on to the property of 231 Washington Street.

Wherefore, your petition prays that, after due notice and hearing as provided by law, the City Council may by Order grant your petitioner permission to construct, and a location for, such a line of conduits, manholes and poles with the necessary wires and cables therein, said conduits manholes and poles to be located, substantially as shown on the plan made by Dewsnap Engineering dated October 11, 2019 and filed here with, under the following public way or ways of said City of Salem.

Comcast
By: 
David R. Flewelling
Specialist 2, Construction

Dated this October 16, 2019

City of Salem Massachusetts

Received and filed _____, 2019

ORDER FOR CONDUIT & POLE LOCATION

In the City Council for the City of Salem, Massachusetts.

ORDERED:

That permission be and hereby is granted to Comcast Cable Communications Management LCC., to lay and maintain underground conduits, manholes and poles, with the wires and cables to be placed therein, under and above the surface of the following public way or ways as requested in petition of said Company dated October 16, 2019

Dodge Street: Starting at the existing Comcast Manhole excavating to place (1) 4" PVC Conduit 93' +/- to a proposed 3'x3' manhole. Continuing from the proposed manhole to place (1) 4" PVC Conduit 7' +/- on to the property of 231 Washington Street.

Substantially as shown on plan, filed with said petition.

Also that permission be and hereby is granted said Comcast to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions:

1. The conduits and manholes shall be of such materials and construction and all work done in such manner as to be satisfactory to the City Council or to such officers as it may appoint to the supervision of the work.
2. Said Company shall indemnify and save the City harmless against all damages, costs and expense whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
3. In addition said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of One Hundred Thousand Dollars (\$100,000) (reference being had to the bond already on file with said City) conditioned for the faithful performance of its duties under this permit.
4. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

I hereby certify that the foregoing order was adopted at a meeting of the City Council for the City of Salem, Massachusetts, held on the _____ day of _____ 2019.

(over)

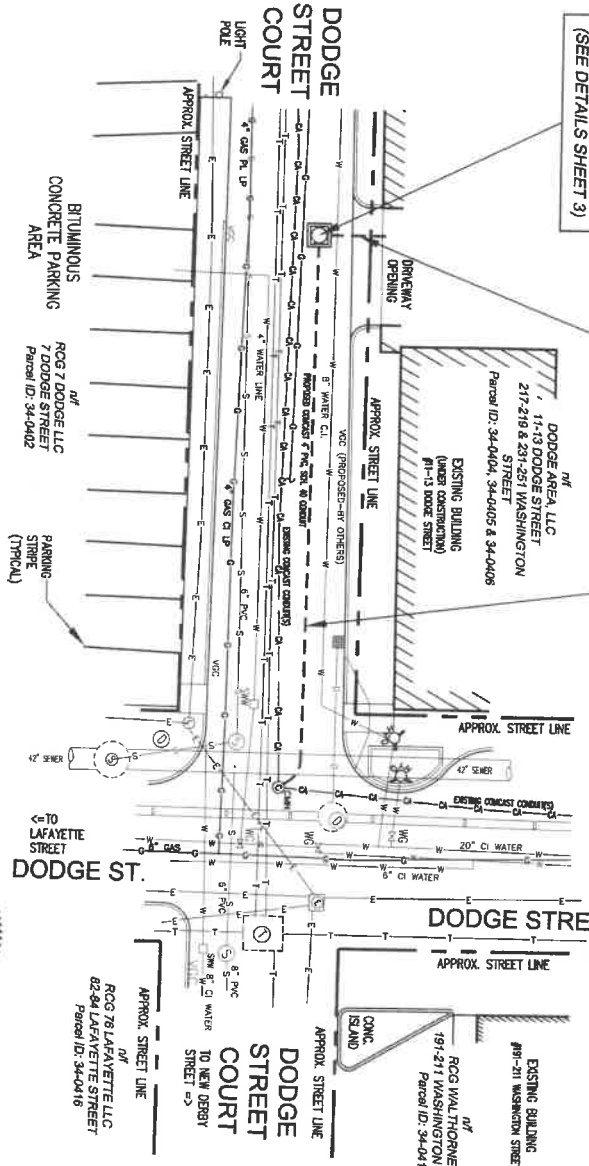
City Clerk



PROPOSED COMCAST
3X3 MANHOLE WITH
FRAME & COVER
(SEE DETAIL'S SHEET 3)

PROPOSED COMCAST 4" PVC,
SCH. 40 UNDERGROUND
CONDUIT LENGTH = 7'±
(EXIST. COMCAST MANHOLE
TO APPROX. STREET LINE)

PROPOSED COMCAST 4" PVC,
SCH. 40 UNDERGROUND
CONDUIT LENGTH = 93'±
(EXIST. COMCAST MANHOLE
TO PROP. COMCAST MANHOLE)



LEGEND

⊙	SEWER MANHOLE	T	TELEPHONE LINE
⊖	DRAIN MANHOLE	G	GAS LINE
⊙	COMCAST MANHOLE	W	WATER LINE
⊙	GAS GATE	S	SEWER LINE
⊙	WATER GATE	E	UNDERGROUND ELECTRIC LINE
⊙	ELECTRIC MANHOLE	D	DRAIN LINE
⊙	TELEPHONE MANHOLE	---	PROPOSED COMCAST UNDERGROUND CONDUIT
⊙	VERTICAL GRANITE CURB		
⊙	HYDRANT		



THIS PLAN IS DRAWN ON 11"x17" PAPER

NOTES:

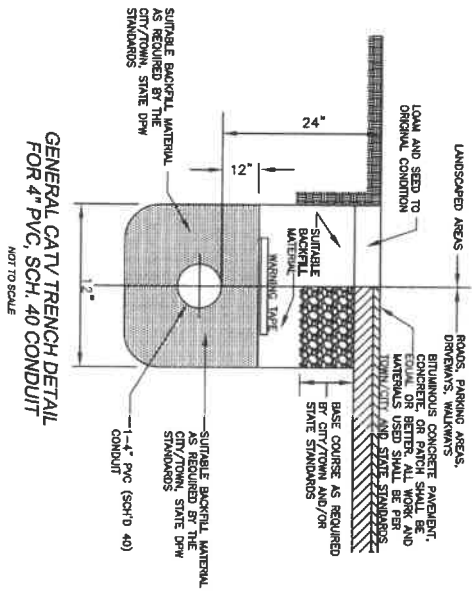
1. This plan was prepared and compiled from a Proposed Utilities Plan for 9-11 Dodge St., 217-219 & 231-251 Washington St., Salem, MA Sheet C400 received from Jeff Daigneault, Project Manager for Opetchee Construction Corp.
2. The locations of underground utilities as shown are based on above ground structures and record drawings, if any, provided to the Surveyor. Locations of underground utilities/structures may vary from locations hereon and are not warranted to be accurate and/or correct. Additional buried utilities/structures may be encountered. No excavations were performed during the progress of this survey to locate buried utilities/structures.
3. Prior to any construction the Contractor shall notify DIG-SAFE at least 72 hours in advance at 811 (National Call Number) for verification of utilities and for field locations.
4. It is the responsibility of the utility contractor installing the Comcast underground conduit and associated manhole(s) vaults to notify those utility companies not associated with the DIG-SAFE system to verify the locations of their respective utilities.
5. This plan was prepared for permitting purposes with the City of Salem.
6. All work to be performed is the installation of 1 - 4" PVC, Sch. 40 underground conduit and associated 3"x3" manhole within Dodge Street Place.
7. All work shall conform to the City of Salem Standards.
8. Street/property lines are not the result of a boundary survey and are considered to be approximate.

CONSTRUCTION NOTES:

1. Following the Dig-Safe "mark out" and field verification of the existing underground utilities, the Proposed 4" PVC, Sch. 40 Comcast Conduit and associated manhole(s)/vault(s) shall be adjusted in the field by the utility contractor to avoid being located over any existing utilities.

PROPOSED COMCAST UNDERGROUND	
ESSEX COUNTY	
PLAN OF LAND	
IN	
SALEM, MA	
Prepared for: COMCAST 9 PONDERS ROAD, SUITE 88 WOBURN, MA 01897	Prepared BY: DEMNSAP ENGINEERING ASSOC. LLP 178 Lincoln Avenue - Saugus, MA 01906 Tel: (781) 233-0595
Date: OCTOBER 11, 2019	Scale: 1"=20'
Checked By: F.D.D. & P.A.D.	PROJECT LOCATION: 231 WASHINGTON STREET SALEM, MA
Drawn By: P.A.D.	
Field By: P.A.D. & A.P.D.	WARD 5, PRECINCT 2
Sheet No. 1 of 3	

- NOTES:**
- The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/DPW Standards for the state, city/town where the project is located.

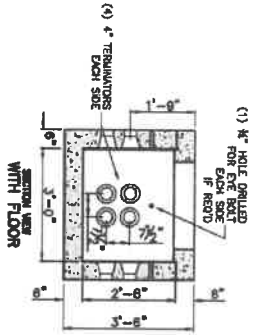
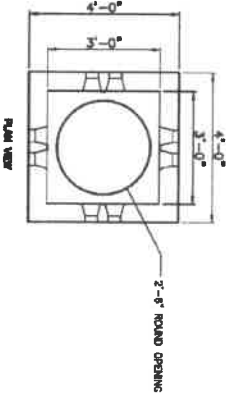


THIS PLAN IS DRAWN ON 11"X17" PAPER

"D E T A I L S"	
PROPOSED COMCAST UNDERGROUND	
ESSEX COUNTY	
PLAN OF LAND	
IN	
SALEM, MA	
Prepared for:	COMCAST 9 ROGERS ROAD, SUITE 8B WOBURN, MA 01897
Prepared By:	DEWSHAP ENGINEERING ASSOC. LLP 173 Linden Avenue, Salem, MA 01988 Tel: # (781) 233-0855
Date:	OCTOBER 11, 2019
Checked By:	F. D. D. & P. A. D.
Drawn By:	P. A. D.
Field By:	P. A. D. & A. P. D.
Scale:	1"=20'
PROJECT LOCATION:	231 WASHINGTON STREET SALEM, MA
Sheet No.	2 of 3
WARD 5, PRECINCT 2	

CSHEA Concrete Solutions
CONCRETE PRODUCTS
 500-684-7432 (CS&A)
 5700 WOODBURN DRIVE, ADDISON, TX 75001

MANHOLE 3' X 3' X 2'-6"



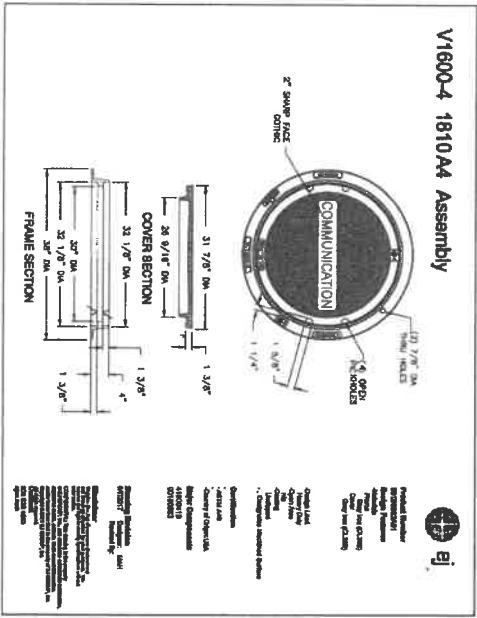
NOTES:
 1. CONCRETE SHALL BE MINIMUM 4000 PSI STRENGTH WITH 4% MINIMUM STEEL REINFORCEMENT. ALL REINFORCEMENT SHALL BE #4 BARS.
 2. ALL REINFORCEMENT SHALL BE CAST IN PLACE.
 3. ALL REINFORCEMENT SHALL BE CAST TO FULL DEPTH, PERMIT TO SET.
 4. ALL REINFORCEMENT SHALL BE CAST TO FULL DEPTH, PERMIT TO SET.
 5. ALL REINFORCEMENT SHALL BE CAST TO FULL DEPTH, PERMIT TO SET.
 6. ALL REINFORCEMENT SHALL BE CAST TO FULL DEPTH, PERMIT TO SET.

PROJECT NO.	MH-333	DATE	2/5/2018	SCALE	I.C.1
PROJECT NAME	MH 3K3K2-6	DESIGNED BY	L.P.	CHECKED BY	
770 STATE STREET-WASHINGTON, MA 01826 Country: MA 87 Bennett Street-Washington, MA 100 Oak Trough Rd-Washington, MA					

NOTES:
 1. The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/DPW Standards for the state, city/town where the project is located.



THIS PLAN IS DRAWN ON 11"X17" PAPER



"DETAILS"
 PROPOSED COMCAST UNDERGROUND.

ESSEX COUNTY
 PLAN OF LAND
 IN
 SALEM, MA

Prepared for:	COMCAST 9 FORBES ROAD, SUITE 88 WOBURN, MA 01801	Prepared by:	DEMSAP ENGINEERING ASSOC. LLP 178 Lincoln Avenue - Salem, MA 01908 Tel: (781) 235-0855
Date:	OCTOBER 11, 2019	Scale:	1"=20'
Checked By:	F.D.D. & P.A.D.	PROJECT LOCATION:	231 WASHINGTON STREET SALEM, MA
Drawn By:	P.A.D.		
Field By:	P.A.D. & A.P.D.		WARD 5, PRECINCT 2
	Sheet No. 3 of 3		



CITY OF SALEM

In City Council,
September 26, 2019

Ordered:

That Section 10, Speaking by members, of the Rules and Orders of the City Council be amended by deleting the words "shall rise and"

In City Council September 26, 2019
Held under the rules until the next meeting
In City Council October 10, 2019
Laid on the table until October 24, 2019
In City Council October 24, 2019

ATTEST:

ILENE SIMONS
CITY CLERK

City of Salem

In the year Two Thousand and Nineteen

An Ordinance to amend an Ordinance relative to Traffic,

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

Section 1. Amending Chapter 42, Section 50B – Handicapped Zones, Limited Time” is hereby amended by adding the following:

Summit Street – One Handicapped Parking Space to be added in front of #20, beginning four (4) feet southwest of the driveway at 16 Summit Street, running southwesterly for a distance of twenty (20) feet.

Section 2. This Ordinance shall take effect as provided by City Charter.

In City Council October 10, 2019
Adopted for first passage

ATTEST:

ILENE SIMONS
CITY CLERK

City of Salem

In the year Two Thousand and Nineteen

An Ordinance to amend an Ordinance relative to Traffic,

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

Section 1. Amending Chapter 42, Section 50B – Handicapped Zones, Limited Time” is hereby amended as follows:

Repeal North Street – One Handicapped Parking Space in front of #157, North Street for a distance of twenty (20) feet.

Section 2. This Ordinance shall take effect as provided by City Charter.

In City Council October 10, 2019
Adopted for first passage

ATTEST:

ILENE SIMONS
CITY CLERK