



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Connor Ryan of 39 Daniels Street to a three-year term on the Salem Bicycling Advisory Committee. Mr. Ryan will complete the remainder of Mr. Joseph O'Neil's term, to expire on February 11, 2022. Please join me in thanking Mr. O'Neil for his service to our community as a member of the committee for the last four years.

Mr. Ryan is a daily bicycling commuter and is deeply committed to the expansion of our community's bicycling infrastructure for both recreational and transportation purposes. He has been an English and Film Studies teacher at Marblehead High School since 2002, where he also advises the school's Environmental Club. In 2018 Mr. Ryan received the Margaret Voss Howard Teacher Recognition Award. Mr. Ryan received his Bachelor's degree from Harvard University and earned his Master's in teaching from Salem State University.

I recommend confirmation of Mr. Ryan's appointment to the Bicycling Advisory Committee. We are fortunate that he is willing to serve our community in this capacity and lend his insights and expertise to the committee and its work.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



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September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Thu Ngan N. Han of 17 Saltonstall Parkway, to complete the remainder of an unexpired two-year term on the Salem Public Art Commission, to expire on January 11, 2022. Ms. Han will take the seat previously filled by Mr. J. Michael Sullivan, who has stepped down from the Commission. Please join me in thanking Mr. Sullivan for his service to our community as a member of the Public Art Commission.

Ms. Han is a project manager with Landworks Studio here in Salem, where she has worked on coordination and community engagement efforts for the Skyline Urban Park in Fairfax County, Virginia, and Galaxy Park in Cambridge. Prior to joining Landworks Studio, Ms. Han was a landscape architect and designer with Stantec Consulting, contributing to projects in Cambridge, Newton, Watertown, and Portland, Maine. She holds a Bachelor's of Science degree in landscape architecture from Temple University and is a member of the Boston Society of Landscape Architecture, from whom she earned a Merit Award in Analysis & Planning in 2018. She is a guest lecturer for the New Garden Society and a board member and mentor with the Architecture, Construction, and Engineering Mentor Program of Greater Boston.

I recommend confirmation of Ms. Han's appointment to the Public Art Commission. We are fortunate that she is willing to serve our community in this important role and lend her insights and expertise to the Commission and its work.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



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September 10, 2020

Honorable Salem City Council
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Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Mark Meche of 1 Lowell Street to a three-year term on the Salem Historical Commission to expire on September 10, 2023. Mr. Meche is the nominee of the American Institution of Architects and will take the seat previously filled by Mr. David Hart, who has stepped down from the Commission. Please join me in thanking Mr. Hart for his service to our community as a member of the Historical Commission over the last 14 years.

Mr. Meche is the principal architect and co-founder of Winter Street Architects, located in Salem. He has extensive experience designing historic buildings and spaces for reuse and preservation, including adaptive reuse projects in Salem such as Notch's tap room and brewery, Hotel Salem, and City Hall Annex, for which his firm received the Paul and Nikki Tsongas Award from Preservation Massachusetts. Mr. Meche is a member of the Boston Society of Architects and locally has served on the Board of the Salem Academy Charter School, Salem Main Streets, and the Salem Chamber of Commerce. He earned his Bachelor's in Architecture from the Fletcher School of Design at the University of Louisiana.

I recommend confirmation of Mr. Meche's appointment to the Historical Commission. We are fortunate that he is willing to serve our community in this important role and lend his insights and expertise to the Commission and its work.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Kim Driscoll", is written over a horizontal line.

Kimberley Driscoll
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City of Salem



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September 10, 2020

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Ladies and Gentlemen of the City Council:

I am pleased to appoint the following residents to the Salem Scholarship and Education Committee, for the terms specified below.

Name	Address	Term	Expiring
Chris Reade	178 Ocean Avenue West	3 years	4/25/2022
Armerys Suárez	146 Lafayette Street #1	3 years	9/10/2023
Greg MacPhee	245 Lafayette Street #2F	3 years	9/10/2023
Andrew Boucher	2 Lillian Road	3 years	9/10/2023

Mr. Reade is the Assistant Vice President and Dean of Campus Life at Berklee College of Music and, prior to that, served as the Director of Student Affairs for the School of the Museum of Fine Arts. Ms. Suárez is a Spanish teacher in the Lynn Public Schools and has previously taught in the Salem Public Schools; she earned her M.A.T. from Salem State University. Mr. MacPhee teaches history and ESL at Lynn Classical High School and volunteers with the Massachusetts YMCA Youth & Government program. Mr. Boucher is pursuing a Master's degree in Higher Education Administration from Boston College and served as a member of the Salem Youth Commission from 2016 to 2018.

I recommend confirmation of these appointments. We are fortunate that they are willing to serve our community in this important role and lend their insights and expertise to the committee and its work.

Very truly yours,

Kimberley Driscoll
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City of Salem



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Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am writing to inform you that I have appointed Kendall Walsh of 7 Hodges Court #1, Thu Ngan N. Han of 17 Saltonstall Parkway, and Emmanuel Steiner of 22 Nichols Street #2 to the Salem Cultural Council. Mr. Walsh will take the seat held by Carrie Francis Cabot, for the remainder of a three-year term to expire June 12, 2021. Ms. Han will take the seat held by Kristen Linnenbank, for the remainder of a three-year term to expire June 27, 2023. Mr. Steiner will take the seat held by Shelby Morrison, for the remainder of a three-year term to expire June 12, 2021.

Mr. Walsh is the Director of Youth Programs for the MassHire Metro North Workforce Board and, previous to that, held a variety of positions with Triangle, Inc. He holds a Master's degree in nonprofit management and has extensive experience in grant management and oversight. Ms. Han is a project manager with Landworks Studio here in Salem. Prior to joining Landworks Studio, Ms. Han was a landscape architect and designer with Stantec Consulting, contributing to projects in Cambridge, Newton, Watertown, and Portland, Maine. Mr. Steiner has worked in hospitality and retail development for more than 20 years, before opening his own practice, Steiner Place Making, last year. He holds an MBA from the University of Cincinnati and is an active member of the Urban Land Institute and Congress for New Urbanism.

Pursuant to state law, no City Council confirmation is necessary for these appointments. Nevertheless, I hope you will join me welcoming Mr. Walsh and Ms. Han to the Salem Cultural Council. We are fortunate that they are willing to serve our community in this important role and lend their insights and expertise to the Council and its work.

Very truly yours,

Kimberley Driscoll
Mayor

CC: Julie Barry, Senior Planner, Arts & Culture
Salem Cultural Council members

Salem City Hall • 93 Washington Street • Salem, Massachusetts 01970
p: (978) 619-5600 • f: (978) 744-9327 • www.salem.com/mayor



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Gregory St. Louis of 24 Sunset Road to the Conservation Commission for a term of 3 years to expire September 13, 2023.

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

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



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Kimberley Driscoll
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Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Carly Naik of 7 Winter Street #6 to the Public Art Commission for a term of 2 years to expire September 13, 2022.

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

Very truly yours,

A handwritten signature in black ink, reading "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



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Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, David Gauthier of 56 Valley Street to the Cable Television & Technology Commission for a term of 2 years to expire September 13, 2022.

I recommend confirmation of his reappointment to the Cable Television & Technology Commission and ask that you join me in thanking Mr. Gauthier for his continued dedicated service and commitment to our community.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Chris Cantone of 10 Vista Avenue to the Sustainability, Energy, and Resiliency Committee for a term of 3 years to expire September 10, 2023.

I recommend confirmation of his reappointment to the Sustainability, Energy, and Resiliency Committee and ask that you join me in thanking Mr. Cantone for his continued dedicated service and commitment to our community.

Very truly yours,

A handwritten signature in black ink, reading "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



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Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Thomas St. Pierre of 98 Washington Street to the Designer Selection Committee for a term of 3 years to expire September 10, 2023.

I recommend confirmation of his reappointment to the Designer Selection Committee and ask that you join me in thanking Mr. St. Pierre for his continued dedicated service and commitment to our community.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

September 14, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Jenna Ide of 98 Washington Street to the Designer Selection Committee for a term of 3 years to expire September 14, 2023.

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

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Tom Daniel of 98 Washington Street to the Designer Selection Committee for a term of 3 years to expire September 10, 2023.

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

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

September 10, 2020

To the City Council
City Hall
Salem, Massachusetts


Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Twenty-Nine Thousand, Two Hundred Thirteen Dollars and Forty-Two cents (\$29,213.42) appropriated in the "Retirement Stabilization Fund-Vacation Sick/leave buyback account (83113-5146) to fund the retirement buyback cost to be expended for FY 2020 contractual buyback.

Name	Department	Amount
Stephen Tassinari	Dept of Public Services	\$29,213.42

I recommend passage of the accompanying Order.

Very truly yours,


Kimberley Driscoll
Mayor



CITY OF SALEM

In City Council,

Ordered:

September 10, 2020

That the sum of Twenty Nine Thousand, Two Hundred Thirteen Dollars and Forty-Two Cents (\$29,213.42) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2021 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
Stephen Tassinari	Dept. of Public Services	\$ 29,213.42
		\$ 29,213.42



CITY OF SALEM MASSACHUSETTS

KIMBERLEY L. DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES

HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 28, 2020
RE: Retirement Stabilization Fund

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

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

Stephen Tassinari

188.66 vacation hours @ \$32.15 per hour	\$ 6,065.42
720 sick hours @ \$32.15 per hour	\$23,148.00

Total: \$29,213.42

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 DPS

Date 8/10/2020

Authorized Signature: [Signature]

Department Head/City or Business Manager/School

NAME: Stephen Tassinaki

CALCULATION

VACATION HOURS # 188.66 @ \$ 32.15 = \$ 6,065.42

SICK HOURS # 720 @ \$ 32.15 = \$ 23,148.00

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

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 29213.42

Please attach corresponding PAF or other backup to this sheet.

Reason: retirement - 8/6/2020

For Human Resources's Use Only:



VACATION HOURS



SICK HOURS



PER ACCRUAL REPORT



OTHER

Org and Object: 83113 - 5146

Recommendation:



Approved

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

September 10, 2020

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Two Hundred Ninety Thousand Two Hundred Fifty-Seven Dollars and Eighty-Four cents (\$290,57.84) appropriated in the "Retirement Stabilization Fund-Vacation Sick/leave buyback account (83113-5146) to fund the retirement buyback cost to be expended for FY 2020 contractual buyback.

Name	Department	Amount
John Monahan	Fire	46,486.20
Diane Boyajian	IT	4,541.55
Bosco Kwok	IT	3,183.69
Kathleen Makros	Police	55,895.84
Chief Mary Butler	Police	60,808.32
Dana Mazola	Police	23,090.40
Donna Brady	School	25,387.44
Geoffrey Raywood	School	35,880.80
Alicia Sheridan	School	18,215.20
Virginia LeBlanc	School	16,768.40
		\$290,257.84

I recommend passage of the accompanying Order.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kim Driscoll", is written over the printed name.

Kimberley Driscoll
Mayor



CITY OF SALEM

In City Council,

Ordered:

September 10, 2020

That the sum of Two Hundred Ninety Thousand Two Hundred Fifty Seven Dollars and Eighty-Four Cents (\$290,257.84) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2021 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
John Monahan	Fire	46486.20
Diane Boyajian	IT	4,541.55
Bosco Kwok	IT	3,183.69
Kathleen Makros	Police	55,895.84
Chief Mary Butler	Police	60,808.32
Dana Mazola	Police	23,090.40
Donna Brady	School	25,387.44
Geoffrey Raywood	School	35,880.80
Alicia Sheridan	School	18,215.20
Virginia LeBlanc	School	16,768.40
		290,257.84



CITY OF SALEM MASSACHUSETTS

KIMBERLEY L. DRISCOLL
MAYOR

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RESOURCES

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TEL. 978-619-5630
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
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.

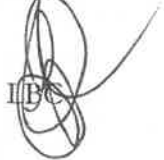
John Monahan

10.5 vacation hours @ \$447.60 per day	\$ 447.60
90 sick tours @\$511.54 per tour	\$46,038.60

Total: \$46,486.20

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.


LB

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

From: Department Fire

Date 7.6.2020

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

NAME: John Monahan

CALCULATION

VACATION ^{TOUR}~~HOURS~~ # 1 @ \$ 447.60 = \$ 447.60 ✓

SICK ^{TOUR}~~HOURS~~ # 90 @ \$ 511.54 = \$ 46,038.60 ✓

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

OTHER ^{smv}~~stipend~~ # 179 @ \$ 13.28 = \$ 2,377.12 ✓

Total Amount Due: \$ 48,863.32 ✓

Please attach corresponding PAF or other backup to this sheet.

Reason: John Monahan has retired from the Salem Fire Department on June 29, 2020 @ 08:00

For Human Resources's Use Only:

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

Org and Object: 83/13 - 5/46

Recommendation:

☒ Approved

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



KIMBERLEY L. DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES

CITY OF SALEM MASSACHUSETTS

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MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
RE: Retirement Stabilization Fund

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

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

Diane Boyajian

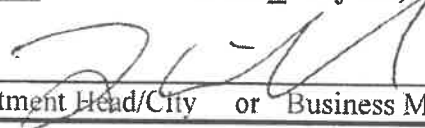
104.91 vacation hours @ \$43.29 per hour	\$4,541.55
Total:	\$4,541.55

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: IT _____ Date July 13, 2020

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

NAME: Diane Boyajian

CALCULATION

VACATION HOURS # 104.91 @ \$ 43.2937 = \$ 4,541.94 4,541.53 

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

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

OTHER # _____ @ \$ _____ = \$ _____

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

Reason: Retirement

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

☒ Approved


H R Director/City or Superintendent/Schools



CITY OF SALEM MASSACHUSETTS

KIMBERLEY L. DRISCOLL
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MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
RE: Retirement Stabilization Fund

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

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

Bosco Kwok

104.99 vacation hours @ \$30.32 per hour **\$3,183.69**

Total: \$3,183.69

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

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

me

LBC

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

From: IT _____ Date July 13, 2020 _____

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

NAME: Bosco Kwok

CALCULATION

VACATION HOURS # 104.99 @ \$ 30.3237 = \$ 3,183.69 ✓

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

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

OTHER # _____ @ \$ _____ = \$ _____

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

Reason: Retirement

For Human Resources's Use Only:

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

Org and Object: 83/13 - 5/46

Recommendation:

☒ Approved


H R Director/City or Superintendent/Schools



CITY OF SALEM MASSACHUSETTS

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MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
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 Makros

424 vacation hours @ \$48.86 per hour	\$20,716.64
720 sick hours @ \$48.86 per hour	\$35,179.20
Total:	\$55,895.84

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: 210 Police **Date:** 7/28/2020

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

NAME: Kathleen Makros

CALCULATION

					<u>TOTALS</u>
<u>VACATION HOURS</u>	#	<u>424</u>	@	<u>\$48.86</u>	= <u>\$20,716.64 ✓</u>
<u>SICK HOURS</u>	#	<u>720</u>	@	<u>\$48.86</u>	= <u>\$35,179.20 ✓</u>
<u>PRO-RATED STIPENDS</u>	#		@	<u>\$1,500.00</u>	= <u>\$1,500.00</u>
<u>OTHER</u> HOL x 1.0	#	<u>2</u>	@	<u>396.67</u>	= <u>\$793.34</u>
HOL x 1.5	#	<u>10</u>	@	<u>\$595.00</u>	= <u>\$5,950.00</u>

Total Amount Due: \$64,139.18

Please attach corresponding PAF or other backup to this sheet.

Reason: Sergeant Makros' last day of work will be July 31, 2020, with a retirement date of August 1, 2020.

For Human Resources Use Only:

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

Org and Object: -

Recommendation:



Approved



HR Director/City or Superintendent/Schools



CITY OF SALEM MASSACHUSETTS

KIMBERLEY L. DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES

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TEL. 978-619-5630
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
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.

Chief Mary Butler

96 vacation hours @ \$74.52 per hour	\$ 7,153.92
720 sick hours @ \$74.52 per hour	\$53,654.40
Total:	\$60,808.32

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: 210 Police Date: 7/21/2020

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

NAME: Mary E. Butler

CALCULATION

					<u>TOTALS</u>
<u>VACATION HOURS</u>	#	<u>96</u>	@	<u>\$74.52</u>	= <u>\$7,153.92</u> ✓
<u>SICK HOURS</u>	#	<u>720</u>	@	<u>\$74.52</u>	= <u>\$53,654.40</u> ✓
<u>PRO-RATED STIPENDS</u>	#		@	<u>\$0.00</u>	= <u>\$0.00</u>
<u>OTHER</u> HOL x 1.0	#	<u>0</u>	@	<u>0</u>	= <u>\$0.00</u>
HOL x 1.5	#	<u>0</u>	@	<u>\$0.00</u>	= <u>\$0.00</u>

Total Amount Due: \$60,808.32 ✓

Please attach corresponding PAF or other backup to this sheet.

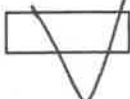
Reason: Chief of Police, Mary E. Butler last worked on July 31, 2020. Retirement date will be August 1, 2020.

For Human Resources Use Only:


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

Org and Object: 83113 - 5146

Recommendation:



Approved


HR Director/City or Superintendent/Schools

In addition, the CITY agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for BUTLER, except to the extent that such reduction is evenly applied across-the-board for all employees of the City.

KEY RESPONSIBILITIES

The Police Chief shall perform the duties specified in the Police Chief job description, attached hereto as Exhibit A, as well as such other duties as the Mayor shall from time to time legally assign to the Police Chief. Within two months after executing this Contract, and annually thereafter, the Chief and Mayor shall agree to a set of annual goals for the position of Chief and the Department. The Chief shall prepare the draft goals and provide such to the Mayor.

HOURS OF WORK

BUTLER agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Police Chief under this contract. BUTLER will devote full time and attention to the business of the City and will not engage in any other business during office hours. Payroll forms must reflect weeks in which paid leave is taken. It is recognized that the Police Department is a 24 hour/7 day operation and BUTLER must devote a great deal of time and effort outside normal office hours to the CITY. Accordingly, BUTLER will be allowed to take reasonable amounts of time off as she shall deem appropriate during said normal office hours.

HEALTH, LIFE AND DISABILITY INSURANCE

BUTLER shall be eligible for a health insurance policy, similar to other Police Department employees. The City shall pay the same percent of the premiums as it does for other Police Department employees and BUTLER shall pay the remaining percentage.

The City shall provide a basic life insurance policy of \$10,000 for BUTLER, similar to other Police Department employees. The City shall pay the same percentage of the premiums as it does for other Department employees and BUTLER shall pay the remaining percentage.

The CITY agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Police Department.

As a sworn police officer, BUTLER shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41, Section 111F.

VACATION, SICK& OTHER LEAVE

VACATION DAYS

BUTLER shall be entitled to thirty five (35) days of vacation per fiscal year. No more than twelve days of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death, but in no event more than twelve accrued vacation days.

HOLIDAYS

BUTLER shall receive the following paid holidays incorporated into the salary, and is not expected to report to work on: New Year's Day, Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day, Independence Day, First Monday in September [Labor Day], Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

SICK DAYS

In addition to any unused sick days accumulated as of the date of this Agreement, BUTLER shall receive fifteen (15) days sick leave per fiscal year. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with City policies, and be credited to BUTLER if this Agreement is extended. Upon retirement, BUTLER shall be entitled to buyback any accrued and unused sick days up to ninety (90) days at a daily rate not to exceed \$596.15 (\$155,000 divided by 52 weeks divided by 5 days per week).

$$596.15 / 8 = \$ 74.52$$

PERSONAL DAYS

BUTLER shall receive personal leave not to exceed five (5) days in any one (1) fiscal year, and shall not be cumulative or paid at retirement, termination or death.

BEREAVEMENT DAYS

BUTLER shall receive bereavement leave, without loss of pay in the event of a death in her immediate family. Such leave shall be for five (5) calendar days commencing with the day of death. However, no employee is required to attend work on the day of the funeral, if the funeral takes place more than five (5) calendar days after the day of death, and shall be granted leave without loss of pay on the day of the funeral in such case in the event of a death in her immediate family. Immediate family shall mean and include the following: stepmother, stepfather, mother, father, mother-in-law, father-in-law, sister, brother, child, spouse or any relative living within the employee's household. One (1) day of funeral leave shall be granted to BUTLER if she attends funeral services for their brother-in-law, sister-in law, grandparent, aunt or uncle, son or daughter- in law.

OTHER LEAVE

BUTLER shall receive jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other City department heads as set forth in the Employee Handbook.

PROFESSIONAL DEVELOPMENT, DUES and SUBSCRIPTIONS

BUTLER is expected to attend annually and the CITY shall pay reasonable amounts for tuition, dues and attendance to professional development training, including those sponsored by the International Association of Chiefs of Police, Massachusetts Police Chiefs Association, Federal Bureau of Investigation's Law Enforcement Development Seminar (LEEDS) program and other applicable state and federal agency programs, all within Training/Education budgeted amounts as approved annually by the Mayor and City Council. Travel outside New England must be approved during the budget process and be detailed in the Out of State Travel budget.

The timing and costs of attendance at training, including, but not limited to, BUTLER's travel and subsistence expenses, as well as the coverage schedule for the Department in BUTLER's



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
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
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 buyback.

Dana Mazola

720 sick hours @ \$32.07 per hour	\$23,090.40
Total:	\$23,090.40

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

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

LBC

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

From: Department: 210 Police Date: 6/29/2020

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

NAME: Dana Mazola

CALCULATION

						<u>TOTALS</u>
<u>VACATION HOURS</u>	#	<u>0</u>	@	<u>\$32.07</u>	=	<u>\$0.00</u>
<u>SICK HOURS</u>	#	<u>720</u>	@	<u>\$32.07</u>	=	<u>\$23,090.40</u> ✓
<u>PRO-RATED STIPENDS</u>	#	<u>0</u>	@	<u>\$0.00</u>	=	<u>\$0.00</u>
<u>OTHER</u>	HOL x 1.0	#	<u>0</u>	@	<u>\$249.15</u>	= <u>\$0.00</u>
	HOL x 1.5	#	<u>0</u>	@	<u>\$373.72</u>	= <u>\$0.00</u>

Total Amount Due: \$23,090.40

Please attach corresponding PAF or other backup to this sheet.

Reason: Officer Dana Mazola passed away. Last day of employment was June 26, 2020.

For Human Resources Use Only:


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

Org and Object: 83113 - 5746

Recommendation:



Approved


HR Director/City or Superintendent/Schools



CITY OF SALEM MASSACHUSETTS

KIMBERLEY L. DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES

HUMAN RESOURCES
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TEL. 978-619-5630
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
RE: Retirement Stabilization Fund

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

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

Donna Brady

55.75 sick days @ \$455.38 per day	\$25,387.44
Total:	\$25,387.44

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

School

Date

7/9/2020

Authorized Signature:

[Signature]

Department Head/City or Business Manager/School

NAME:

Donna Brady

CALCULATION

VACATION DAYS

_____ @ \$ _____ = \$ _____

SICK DAYS

55 3/4 @ \$ 455.38 = \$ 25,387.44 ✓

PRO-RATED STIPENDS

_____ @ \$ _____ = \$ _____

OTHER

_____ @ \$ _____ = \$ _____

Total Amount Due:

\$ 25,387.44

Please attach corresponding PAF or other backup to this sheet

Reason:

Retirement - Severance Pay

For Human Resources's Use Only:

☐

VACATION DAYS

☒

SICK DAYS

☐

PER ACCRUAL REPORT

☐

OTHER

Org and Object:

83113

- 5146

Recommendation:

☐

Approved

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

including the rate of pay shall be submitted to the STU president for review. If requested, by either the union or Superintendent, the parties shall meet to negotiate the rate of pay. The Superintendent retains the right to discontinue any stipended roles that are no longer required.

O. Method of Salary Payment

Salaries shall be paid in twenty-six equal installments beginning on the Friday nearest to September 15 and continuing on every other Friday thereafter. Personnel desiring a lump-sum payment of money at the end of June may receive all accumulated monies by notifying the Superintendent by May 1.

Members of the Bargaining Unit may choose to receive their salaries in twenty-one equal paychecks. Personnel selecting such option must do so by September 1 in any year.

Said election shall remain in effect for the remainder of the year and from year to year thereafter unless notice is made as set forth above.

Yearlong stipends shall be paid in two (2) installments during the months of December and June, if possible in a separate check from the bi-weekly payroll check. Seasonal stipends shall be paid, during the month of December for fall activities and during the month of June for winter and spring activities, if possible in a separate check from the bi-weekly payroll check.

P. Severance Pay/Sick Leave Buy Back

1. Severance Pay

On the retirement or death of a teacher who has been continuously employed prior to September 1, 2000, payment for accumulated sick leave will be made to the teacher or his/her estate up to a total of eighty (80) days. On the retirement or death of a teacher who has been employed on or after September 1, 2000, payment for accumulated sick leave will be made to the teacher or his/her estate up to a total of forty (40) days. Effective January 1, 2013, employees hired on or after this date shall not be eligible for any severance pay as described above.

To be eligible for this payment, retiring teachers must provide the Superintendent with sixty (60) days advance notice of said retirement, except in emergency situations.



CITY OF SALEM MASSACHUSETTS

KIMBERLEY L. DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES

HUMAN RESOURCES
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SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
RE: Retirement Stabilization Fund

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

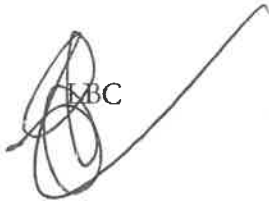
This former employee is entitled to the following amount of sick leave buyback.

Geoffrey Raywood

80 sick days @ \$448.51 per day	\$35,880.80
Total:	\$35,880.80


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

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


LBC

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

From: Department School Date 7/9/2020

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

NAME: Geoffrey Jaywood

CALCULATION

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

SICK DAYS # 80 @ \$ 448.51 = \$ 35,880.80

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

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 35,880.80

Please attach corresponding PAF or other backup to this sheet.

Reason: Retirement - Severance Pay

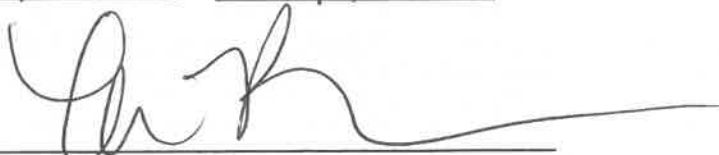
For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

☒ Approved


H R Director/City or Superintendent/Schools

including the rate of pay shall be submitted to the STU president for review. If requested, by either the union or Superintendent, the parties shall meet to negotiate the rate of pay. The Superintendent retains the right to discontinue any stipended roles that are no longer required.

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Members of the Bargaining Unit may choose to receive their salaries in twenty-one equal paychecks. Personnel selecting such option must do so by September 1 in any year.

Said election shall remain in effect for the remainder of the year and from year to year thereafter unless notice is made as set forth above.

Yearlong stipends shall be paid in two (2) installments during the months of December and June, if possible in a separate check from the bi-weekly payroll check. Seasonal stipends shall be paid, during the month of December for fall activities and during the month of June for winter and spring activities, if possible in a separate check from the bi-weekly payroll check.

P. Severance Pay/Sick Leave Buy Back

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On the retirement or death of a teacher who has been continuously employed prior to September 1, 2000, payment for accumulated sick leave will be made to the teacher or his/her estate up to a total of eighty (80) days. On the retirement or death of a teacher who has been employed on or after September 1, 2000, payment for accumulated sick leave will be made to the teacher or his/her estate up to a total of forty (40) days. Effective January 1, 2013, employees hired on or after this date shall not be eligible for any severance pay as described above.

To be eligible for this payment, retiring teachers must provide the Superintendent with sixty (60) days advance notice of said retirement, except in emergency situations.



KIMBERLEY L. DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN
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TEL. 978-619-5630
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
RE: Retirement Stabilization Fund

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

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

Alicia Sheridan

40 sick days @ \$455.38 per day	\$18,215.20
Total:	\$18,215.20

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.

LBO

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

From: Department School Date 6/15/2020

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

NAME: Alicia Sheridan

CALCULATION

VACATION DAYS # _____ @ \$ _____ = \$ _____
SICK DAYS # 40 @ \$ 455.38 = \$ 18,215.20 ✓
PRO-RATED STIPENDS # _____ @ \$ _____ = \$ _____
OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ _____

Please attach corresponding PAF or other backup to this sheet.

Reason: Retirement 3/31/2020

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

☒ Approved

[Signature]
HR Director/City or Superintendent/Schools

including the rate of pay shall be submitted to the STU president for review. If requested, by either the union or Superintendent, the parties shall meet to negotiate the rate of pay. The Superintendent retains the right to discontinue any stipended roles that are no longer required.

O. Method of Salary Payment

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To be eligible for this payment, retiring teachers must provide the Superintendent with sixty (60) days advance notice of said retirement, except in emergency situations.



CITY OF SALEM MASSACHUSETTS

KIMBERLEY L. DRISCOLL
MAYOR

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TEL. 978-619-5630
FAX 978-745-7298

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: August 19, 2020
RE: Retirement Stabilization Fund

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

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

Virginia LeBlanc


40 sick days @ \$419.21 per day	\$16,768.40
Total:	\$16,768.40

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 School Date 7/9/2020

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

NAME: Virginia LeBlanc

CALCULATION

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

SICK DAYS # 40 @ \$ 419.21 = \$ 16,768.40 ✓

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

OTHER # _____ @ \$ _____ = \$ _____

Total Amount Due: \$ 16,768.40

Please attach corresponding PAF or other backup to this sheet.

Reason: Retirement - Severance Pay

For Human Resources's Use Only:

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

Org and Object: 83113 - 5146

Recommendation:

☒ Approved


HR Director/City or Superintendent/Schools

including the rate of pay shall be submitted to the STU president for review. If requested, by either the union or Superintendent, the parties shall meet to negotiate the rate of pay. The Superintendent retains the right to discontinue any stipended roles that are no longer required.

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1. Severance Pay

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To be eligible for this payment, retiring teachers must provide the Superintendent with sixty (60) days advance notice of said retirement, except in emergency situations.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

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

Ladies and Gentlemen of the City Council:

Enclosed is an Order authorizing submission of the City's *Application for Federal Assistance* to the U.S. Department of Housing & Urban Development (HUD) for Community Development Block Grant (CDBG) funds for the period of July 1, 2020 to June 30, 2021. For FY21, Salem's CDBG entitlement is \$1,098,908.

In order to receive Federal funds, the City is required to develop a Consolidated Plan every five years, along with Annual Action Plans. The Consolidated Plan outlines Salem's housing, economic, and community development needs and funding priorities. The Annual Action Plans put into action the goals and strategies established in the Consolidated Plan. This fiscal year, to develop these plans, the City of Salem engaged in a nearly year-long process, gathering data from various sources, conducting community stakeholder interviews, and collecting broad community input through a series of nine neighborhood meetings and focus groups, including a public hearing on September 25, 2019. In these presentations, residents' views were obtained on Salem's housing, community, and economic development needs and priorities.

In addition, the City issued a request for funding proposals from agencies to provide housing, economic development, and public services, and from municipal departments for infrastructure and public facilities improvements. The Draft 5-Year Consolidated Plan and Draft FY21 Action Plan have been completed and links to each were emailed to you on August 27th. The Action Plan describes the proposed activities to be undertaken in this fiscal year with these federal funds. As part of the formal public review process, a five-day public comment period commenced on August 28th and a public hearing took place for August 31st.

I ask that the Council approve the submittal of the City's application, so it can be transmitted to HUD in a timely manner. Tom Daniel and Jane Guy are available to answer questions you may have about this.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

04-6001413

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Salem, MA

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

04-6001413

*** c. Organizational DUNS:**

1567710240000

d. Address:

*** Street1:**

98 Washington Street

Street2:

*** City:**

Salem

County/Parish:

*** State:**

MA: Massachusetts

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

01970/3526

e. Organizational Unit:

Department Name:

Planning & Community Developme

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Tom

Middle Name:

*** Last Name:**

Daniel

Suffix:

Title:

Director

Organizational Affiliation:

City of Salem, Dept. of Planning & Community Development

*** Telephone Number:**

978-619-5685

Fax Number:

*** Email:**

tdaniel@salem.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U. S. Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

14-218

* Title:

CDBG Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,098,908.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="74,000.00"/>
* g. TOTAL	<input type="text" value="1,172,908.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:



CITY OF SALEM

In City Council, September 10, 2020

Ordered:

That the City Council hereby approves the submittal of the City of Salem's Application for Federal Assistance to the United States Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds for the period of July 1, 2020 through June 30, 2021 in the amount determined by HUD's formula entitlement allocation (\$1,098,908).



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

September 10, 2020

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

The enclosed Order authorizes the MassHire-North Shore Workforce Board to exercise the one-year term extension option in their lease for their offices on Washington Street. There is no financial cost to the City for this authorization as MassHire is a state-funded entity. Pursuant to the organization's existing lease agreement, approval to exercise this option must be granted by the City Council.

This request has been submitted to the City by the Workforce Board's executive director, under the authority and with the approval of their Board of Directors. I recommend adoption of the enclosed Order and invite you to contact Mary Sarris or Beth Rennard should you have any questions regarding this request.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



NORTH SHORE WORKFORCE BOARD

70 Washington Street Suite 314
Salem, MA 01970
T: 978.741.3805
F: 978-741-3809

August 3, 2020

Mayor Kimberley Driscoll
Salem City Hall
93 Washington Street
Salem, MA 01970

Dear Mayor Driscoll:

This letter is to inform you that the MassHire-North Shore Workforce Board will be entering into an option year with our lease with Vernco Salem, LLC.

As required by this lease, we are seeking City Council approval for this action.

Attached is this lease should you have any questions. Thank you for your consideration and help with this step.

Sincerely,

Mary W. Sarris
Executive Director

c.c. Tracey Cahalane, WB Chair
Laurie Giardella, WB Treasurer
Maribeth Forbes, WB Director of Grants and Finance

LEASE

PARTIES

LEASE dated as of the 1st day of January, 2018 by and between Vernco Salem, LLC, hereinafter referred to as "Landlord" and the City of Salem and the North Shore Workforce Investment Board, of Salem, Massachusetts, hereinafter referred to as "TENANT".

WITNESSETH:

PREMISES

1. LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD, upon the terms and conditions herein set forth, that portion of the building located at 70 Washington Street, Salem, Essex County, Commonwealth of Massachusetts, consisting of Suite 314 and Suite 311 located on the THIRD FLOOR, consisting of approximately 2,456 square feet of space, said space hereinafter referred to as the "DEMISED PREMISES", together with the appurtenant right to use, in common with others, those common areas, public entrances, public stairways and other public portions of the building providing access to the DEMISED PREMISES. The DEMISED PREMISES extend to the interior faces of all exterior walls to the exterior face of walls between the DEMISED PREMISES and the Common Areas or to the center line of those walls separating the DEMISED PREMISES from other leased premises in the Building.

TERM

2. To have and to hold the DEMISED PREMISES for a term of 3 years from the commencement date unless sooner terminated as herein provided. The commencement date shall be January 1, 2018, and the lease shall run until December 31, 2020.

RENT

3. The TENANT agrees to pay to the LANDLORD Base Rent during the term as follows:

Years 1,2, & 3 (January 1, 2018 – December 31, 2020)
\$20.00 PER SQUARE FOOT
Monthly:\$4,093.33
Annually:\$49,120

*Option Year 1(January 1, 2021 – December 31, 2021):
\$20.59PER SQUARE FOOT
Monthly: \$4,216.13
Annually: \$50,593.56

*Option Year 2(January 1, 2022 – December 31,2022)
\$21.22 PER SQUARE FOOT
Monthly: \$4,343.03
Annually: \$52,116.32

*The annual rate has been adjustedin option years 1 and 2 to include a standard 3%increase.

If in any calendar year excluding 2018, the utilities including water, sewer, electricity, oil and gas are in excess of the amount of utilities for the previous calendar year, Lessee will pay to Lessor as additional rent hereunder, when and as designated by notice in writing to Lessor, 100% of such excess as may occur in each term of this lease or any extension of renewal thereof. Landlord shall provide tenant with copies of all utility charges at the close of 2018.

Rent shall be due and payable in advance on the first day of each month. If any amount due hereunder is not paid within ten (10) days of its due date, the TENANT shall pay a late charge of 10% of the payment overdue per month.

All rent shall be payable at LANDLORD's office at 70 Washington Street, Salem, Massachusetts or such other place as LANDLORD may from time to time designate in writing to TENANT.

OPTION TO EXTEND TERM. LESSEE shall have the option to extend the term of the lease for two additional one (1) year periods provided that:

- a. The TENANT receives approval from the Salem City Council
- b. There is no uncured default under any of the terms and conditions of this lease at the time it elects to extend the term and at the commencement of the extension term, and;
- c. TENANT has given LANDLORD written notice of its election to extend the term no later than six (6) months prior to the expiration date of the term of this lease (or the expiration date of the extended term, as the case may be).

In the event that TENANT shall extend the terms as aforesaid, such extensions shall be upon the same terms and conditions as set forth herein, except that no further right to extend shall be deemed to be included except as contained herein, and except for the rent, which shall be adjusted.

USE OF DEMISED PREMISES

4. TENANT shall use and occupy the DEMISED PREMISES, solely for office uses, subject to the following restrictions:
 - a. No business activities of any nature shall be conducted in any portion of the DEMISED PREMISES except as permitted by the Zoning laws of the City of Salem;
 - b. All use of the DEMISED PREMISES shall be conducted in a manner consistent with the comfort and convenience of other occupants of the building and in accordance with the provisions of rules and regulations with respect thereto from time to time promulgated;
 - c. No nuisance shall be allowed on the DEMISED PREMISES nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Building by any other occupant;
 - d. No immoral, improper, offensive or unlawful use shall be made of the DEMISED PREMISES or any part thereof.

ASSIGNMENT AND SUBLETTING

5. TENANT will not assign, transfer, mortgage or encumber this Lease without obtaining the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, without the prior written consent of LANDLORD.

CONDITION OF PREMISES, REPAIRS AND MAINTENANCE

6. TENANT accepts the DEMISED PREMISES in the condition in which they now are on the date of commencement of the term hereof, except for painting, acknowledging that they are in good order and condition and sufficient for the uses intended by the TENANT.

TENANT shall at all times during the term hereof and at TENANT's sole cost and expense keep the fixtures, appurtenances, improvements and equipment therein owned by the TENANT in good order and condition except for damage by fire or unavoidable casualty. All damage or injury to the DEMISED PREMISES (and to the fixtures, appurtenances and equipment therein) or to the Building caused by TENANT, its agents, employees, visitors licensees, contractors or suppliers, moving, installing or removing furniture, equipment or other property in, within or out of, the DEMISED PREMISES or Building, shall be repaired, restored or replaced promptly by TENANT at its sole cost

and expense, to the reasonable satisfaction of LANDLORD. All aforesaid repairs, restorations and replacements including work done to maintain the DEMISED PREMISES in good order and condition shall conform to the standards of the Building, and shall be made only after reasonable notice to the LANDLORD and only by contractors approved in advance by the LANDLORD on terms and conditions established by the LANDLORD.

TENANT shall at the end of the term hereof surrender to LANDLORD the DEMISED PREMISES and all alterations, additions or improvements, if any, in good condition and repair except for damage by fire or unavoidable casualty.

LANDLORD will be responsible for all structural maintenance of the DEMISED PREMISES and for the normal daytime maintenance of all space heating or cooling equipment, sprinklers, doors, locks, plumbing and electrical wiring, but specifically excluding damage caused by the careless, malicious, willful, or negligent acts of the TENANT or others, chemical, water or corrosion damage from any source, and maintenance of any non "building standard" leasehold improvements. LANDLORD shall provide equipment per LANDLORD's building standard specifications to heat the DEMISED PREMISES in season and to cool all office areas between May 1 and November 1.

ALTERATIONS AND IMPROVEMENTS

7. TENANT shall make no alterations, installations, additions or improvements including wallpapering, painting, and any installation of exterior, interior or window signs or attach other materials of any kind on surfaces in or to the DEMISED PREMISES, without LANDLORD's prior consent, which consent shall not be unreasonably withheld, and then only by contractors approved in advance by LANDLORD, on terms and conditions established by the LANDLORD and at TENANT's sole expense.

ARCHITECTURAL INTEGRITY OF BUILDING

8. TENANT shall not take any action which would have an adverse impact on the historic and architectural integrity features of the Building and DEMISED PREMISES which include, among other important elements of the Building, the paneling walls, doors and floors of the DEMISED PREMISES and the Building of which they are a part which shall be preserved without modification and to that end, without limiting the generality: no awning, screen, sign, antenna, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed TENANT upon or attached to the exterior of the Building or the DEMISED PREMISES and no painting, attaching of decals or markings of any kind shall be done by TENANT on the exterior or interior surface of any window.

INSURANCE AND INDEMNIFICATION

9. TENANT agrees at its sole cost and expenses to procure and maintain during the term hereof fire and extended coverage insurance on TENANT's improvements, fixtures, furnishings and equipment in and upon the DEMISED PREMISES in an amount not less than One Hundred Percent (100%) of the full replacement cost thereof without deduction for depreciation. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under Article 24 hereof prior to any such repair or replacement TENANT will be entitled to any proceeds resulting from damage to TENANT's personal property and LANDLORD will be entitled to all other proceeds, and further TENANT agrees to so procure and maintain appropriate liability insurance protecting TENANT and LANDLORD in connection with TENANT's activities in and about the DEMISED PREMISES with limits of at least \$1,000,000 for personal injuries, and at least \$1,000,000 for property damage, to name the LANDLORD as a co-insured on each such policy, and to furnish to the LANDLORD evidence of such insurance upon his request.

TENANT hereby agrees to make no claim against LANDLORD and to assume the responsibility of defending, at TENANT's expense, any claim which shall be made against LANDLORD by any agent, employee, licensee or invitee of TENANT or by others claiming the right to be on or about the DEMISED PREMISES through or under TENANT for any injury, loss or damage to person or property occurring upon the DEMISED PREMISES or the facilities in or adjacent thereto from any cause other than the negligence of LANDLORD. TENANT shall save LANDLORD, its agents and employees harmless and indemnified from all loss, damage, liability or expense incurred, suffered or claimed by reason of TENANT's neglect or the use of the DEMISED PREMISES or facilities in or adjacent thereto.

If, because of anything done, caused, permitted to be done or omitted by TENANT, the rate of any insurance on the Building or on the property and equipment of LANDLORD or any other TENANT or subtenant in the Building shall be higher than it otherwise would be, TENANT shall reimburse LANDLORD and the other tenants and subtenants in the Building for the additional insurance premiums.

Landlord agrees to keep in force during the term of this lease a policy or policy of insurance covering the loss or damage of the premises.

RULES AND REGULATIONS

10. TENANT and its employees, agents, licensees and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth and attached as an Exhibit hereto. LANDLORD may from time to time reasonably amend, delete or modify existing rules and regulations for the use, safety, cleanliness and care of the DEMISED PREMISES, the Building and the common areas, and the comfort, quiet and convenience of occupants of the Building. Modifications or additions to the rules and regulations will

be effective upon notice to TENANT from LANDLORD. In the event of any breach of any rules and regulations or any amendments or additions to such rules and regulations, LANDLORD will have all remedies which this Lease provides for default by TENANT, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations by any other tenant, its employees, agents, visitors or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

COMMON AREAS

11. As used in this Lease, the term "common areas" means, without limitation, the hallways, entryways, stairs, driveways, parking areas, walkways, terraces, docks, loading areas, trash facilities and all other areas and facilities in the Project which are provided and designated from time to time by LANDLORD for the general nonexclusive use and convenience of TENANT with other tenants of the Building and their respective employees, invitees, licensees or other visitors. LANDLORD grants TENANT, its employees, invitees, licensees and other visitors a nonexclusive license for the Term to use the common areas in common with others entitled to use the common areas including, without limitation, LANDLORD and other tenants of the Building, and their respective employees, invitees, licensees and visitors, and other persons authorized by LANDLORD, subject to the terms and conditions of this Lease. Without advance notice to TENANT (except with respect to matters covered by subsection (a) below) and without any liability to TENANT in any respect, LANDLORD will have the right to:
 - a. Establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operation of the common areas;
 - b. Temporarily close any of the common areas for maintenance, alteration or improvement purposes;
 - c. Designate and redesignate portions of the common areas specifically for the use of tenants and their employees and other areas for invitees and visitors and to enforce such designations and redesignations.
 - d. Change the size, use, shape or nature of any such common areas. LANDLORD will also have the right at any time to change the arrangement or location of, or both, or to regulate or eliminate the use of, any passageway, common areas, stairs, toilets or other public conveniences in the Project, without incurring any liability to TENANT or entitling TENANT to any abatement of rent and such action will not constitute an actual or constructive eviction of TENANT; and
 - e. Erect one or more additional buildings on the common areas, expand the existing Building or other buildings to cover a portion of the common areas, convert common areas to a portion of the Building or other buildings, or convert any portion of the

Building (excluding the DEMISED PREMISES) or other buildings to common areas. Upon erection of any additional buildings or change in common areas, the portion of the property upon which buildings or structures have been erected will no longer be deemed to be a part of the common areas.

TENANT'S DEFAULT

12. Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by TENANT and a breach of this Lease:
- a. Nonpayment of Rent. If TENANT shall violate any covenant or agreement providing for the payment of rent or additional rent, and such violation shall continue for five (5) days after written notice.
 - b. Prohibited Transfers. If TENANT shall assign, transfer, encumber, sublet or permit the use of the DEMISED PREMISES by others except in a manner permitted herein;
 - c. Bankruptcy or Insolvency. If TENANT shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of any Insolvency, Receivership, or Bankruptcy Act;
 - d. Appointment of Receiver or Trustee. If a receiver or trustee shall be appointed for, or to take possession of, all or a substantial part of the property of TENANT or TENANT's leasehold interest;
 - e. Vacating or Abandonment. If the DEMISED PREMISES are vacated or abandoned by TENANT;
 - f. Attachment, Execution, etc. If there be any attachment, execution or other judicial seizure of all or a substantial part of the assets of TENANT or TENANT's leasehold, where such an attachment, execution or seizure is not discharged within thirty (30) days;
 - g. Estate of TENANT Transferred. If the estate of TENANT be transferred or passed to, or devolve upon, any other person or corporation by operation of law or otherwise.
 - h. Other. If TENANT shall be in default in fulfilling any of the other covenants and conditions of this Lease and such default shall continue for fifteen (15) days after written notice thereof from LANDLORD to TENANT.

LANDLORD'S REMEDIES

13. During the continuance of any such Event of Default, LANDLORD may, at its option, refrain from terminating TENANT's right of possession and enforce against TENANT the provisions of this Lease for the full term hereof, or give to TENANT a written notice of its intention to terminate this Lease, in which latter event the term hereof shall expire at noon upon the fifth day following the date upon which such notice is given or such other date as set forth in Article 14 as fully and completely as if that day were the day fixed for the expiration of the term, without the necessity of any legal process whatsoever; provided always, however, that TENANT shall remain liable to pay the monthly deficiencies throughout the full stated term of this Lease, as hereinafter provided. TENANT, upon such a termination of this Lease, shall thereupon quit and surrender the DEMISED PREMISES to LANDLORD (or if not yet in possession shall no longer have any right to possession of the DEMISED PREMISES), and LANDLORD, its agents and servants may, immediately or at any time thereafter, re-enter the DEMISED PREMISES and dispossess TENANT, and remove any and all persons and any or all property there from, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to prosecution or damages therefore (and no person claiming through or under TENANT or by virtue of any statute or of any order of any court shall be acknowledged that, without prejudice to any other right or remedy LANDLORD may have, LANDLORD may, after the giving of the notice hereinabove referred to, cease to supply any services to be supplied by it hereunder and may interrupt electrical service to the DEMISED PREMISES.

In the event of such re-entry or retaking by LANDLORD, TENANT shall nevertheless remain in all events liable and answerable for the full rental to the date of retaking or re-entry, and TENANT shall also be and remain answerable in damages for the deficiency or loss of rent which LANDLORD may thereby sustain in respect of the balance of the term; and in such case LANDLORD reserves full power which is hereby acceded to by TENANT, to let the DEMISED PREMISES for the benefit of TENANT in liquidation and discharge, in whole or in part, as the case may be, of the liability of TENANT under the terms and provisions of this Lease, and such damages, if ascertainable, and at the option of LANDLORD, may be recovered by it at the time of the retaking or re-entry, or in separate actions, from time to time, as TENANT's obligation to pay rent would have accrued if the term had continued, or from time to time as said damages shall have been made more easily ascertainable by relettings of the DEMISED PREMISES; or such action by LANDLORD may at the option of LANDLORD be deferred until the expiration of the term, in which latter event the cause of action shall not be deemed to have occurred until the date of the termination of said term. All rents received by LANDLORD in any such reletting shall be applied first to the payment of such expenses as LANDLORD may have incurred in recovering possession of the DEMISED PREMISES and in reletting the same, second to the payment of any costs and expenses incurred by LANDLORD either for making necessary repairs to the DEMISED PREMISES or in curing any default on the part of TENANT in any covenant or condition herein made binding upon TENANT,

and last, any remaining rent shall be applied toward the payment of rent due from TENANT under the terms of this Lease, and TENANT expressly agrees to pay any deficiency then remaining.

LANDLORD shall have a lien for payment of the rent aforesaid upon all of the goods, fixtures, furniture and other personal property of TENANT which may be in or upon the DEMISED PREMISES, and such lien may be enforced in any lawful manner at the option of LANDLORD.

LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

14. If TENANT shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms or provisions in any provision of this Lease, LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of TENANT. If in connection therewith LANDLORD makes any expenditures or incurs any obligations for the payment of money or in instituting, prosecuting or defending any action or proceedings commenced before or during the term of this Lease, including but not limited to legal expenses and attorneys' fees, such sums paid or obligations incurred with legal interest and costs shall be paid to LANDLORD by TENANT on demand, and if not paid, LANDLORD, at LANDLORD's option, in addition to any other remedy, may deem the same to be additional rent.

LANDLORD'S RIGHT OF ACCESS

15. LANDLORD may, at any time during TENANT's occupancy during reasonable hours, enter, either to view the DEMISED PREMISES or to make repairs to said Building.

TENANT HOLDING OVER

16. If TENANT shall not immediately surrender possession of the DEMISED PREMISES at the termination of this Lease, TENANT shall become a tenant from month to month, provided rent shall be paid to and accepted by LANDLORD, in advance, at twice the rate of Rent payable hereunder just prior to the termination of this Lease; but unless and until LANDLORD shall accept such double rental from TENANT, LANDLORD shall continue to be entitled to retake or recover possession of the DEMISED PREMISES as hereinbefore provided in case of default on the part of TENANT, and TENANT shall be liable to LANDLORD for any loss or damage it may sustain by reason of TENANT's failure to surrender possession of the DEMISED PREMISES immediately upon the expiration of the term of this Lease.

EXPIRATION OF TERM

17. a. TENANT at the expiration of the term hereof, or at any prior termination as herein provided, shall peaceably yield up the DEMISED PREMISES and all additions, improvements and alterations made thereupon in accordance with the provisions of this Lease.
- b. TENANT and those claiming by, through or under TENANT may, except as set forth above, at any time prior to the expiration of the term or prior termination thereof, remove its personal property, trade fixtures and any equipment installed by it from the DEMISED PREMISES, and TENANT shall promptly repair any damages caused by such removal.
- c. Any property, fixtures or equipment of TENANT's remaining on the DEMISED PREMISES after said expiration or termination shall be deemed abandoned and may be removed and disposed of by LANDLORD as LANDLORD shall determine, and LANDLORD may charge the cost of such removal and any repairs or replacements to the DEMISED PREMISES necessitated thereby to TENANT.

QUIET ENJOYMENT

18. LANDLORD covenants and agrees with TENANT that so long as TENANT pays the Rent and observes and performs all the terms, covenants and conditions of this Lease on TENANT's part to be observed and performed TENANT may peaceably and quietly enjoy the DEMISED PREMISES on a twenty-four hour a day basis subject, nevertheless, to the terms and conditions of this Lease, and TENANT's possession will not be disturbed by anyone claiming by, through or under LANDLORD.

EFFECT OF SALE

19. A sale, conveyance or assignment of the Building or the Project will operate to release LANDLORD from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such sale, conveyance or assignment, TENANT will look solely to LANDLORD's successor in interest in and to this Lease.

SUBORDINATION CLAUSE

20. This Lease shall be subject and subordinate at all times to the lien of any mortgage, master deed and condominium regime, or façade easement which may now or which at any time hereafter affect the Building or which the DEMISED PREMISES are a part. The TENANT agrees to execute upon LANDLORD's request documents evidencing and acknowledging such subordination.

DESTRUCTION BY CASUALTY

21. If the DEMISED PREMISES are partially damaged or destroyed by storm, fire, lightning, earthquake or other casualty, but are still usable by TENANT for the conduct of its business in substantially the same manner as it was conducted immediately prior to such damage or destruction, the rental hereunder shall be adjusted to take into account the value of any leased space lost as a result of the damage or destruction. Said rental adjustment shall apply until the damage is repaired or the destroyed areas are restored by LANDLORD (if LANDLORD in its sole discretion agrees to effect such repairs or restoration). If the damage or destruction is so extensive as to render the DEMISED PREMISES not suitable for the said conduct of TENANT's business, either party may terminate this Lease by written notice given within thirty (30) days after the date of such damage or destruction.

CONDEMNATION OR EMINENT DOMAIN

22. In the event that all or a material part of the DEMISED PREMISES shall be condemned or taken in any manner for any public or quasi-public use, this Lease shall cease and terminate as of the date of the taking of title.

ASSENTS

23. No assent, express or implied, by one party to any breach of any covenant or condition herein containing on the part of the other to be performed or observed, and no waiver, express or implied, of or failure by one party to insist on the other's prompt performance or observance of any such covenant or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition.

ENTIRE AGREEMENT

24. This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangements, understanding and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by LANDLORD and TENANT and approved by any Institutional First Mortgagee.

GOVERNING LAW AND SEVERABILITY

25. This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof.

BINDING EFFECT

26. This Lease shall be binding upon and inure to the benefit of all administrators, executors, personal representatives, heirs, successors and permitted assigns, including all permitted subtenants, or the parties hereto.

NOTICE

27. Any notice from LANDLORD to TENANT relating to the demised premises or to the occupancy thereof shall be deemed duly served when left at the demised premises addressed to TENANT, or served by constable, or sent to the demised premises by certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the demised premises or to the occupancy thereof shall be deemed duly serviced when served by constable, or delivered to LANDLORD by certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at 70 Washington Street, Salem, MA 01970 or at LANDLORD's last designated address.

TERMINATION OF LEASE FOR LACK OF APPROPRIATION

28. If, for any fiscal year during the term of this Lease, funds for the discharge of the TENANT'S obligations under this Lease are not appropriated and authorized, or if the funds so appropriated and authorized are insufficient to discharge all such obligations of TENANT, then TENANT may terminate this Lease by written notice to LANDLORD, without liability for damages, penalties or other charges arising from early termination, and without further recourse to either party: provided, however, that TENANT shall pay all Rent and any other charges due to LANDLORD for the period prior to its surrender of the DEMISED PREMISES, and the TENANT shall comply with the provisions of Section 17 of this Lease.

TENANT hereby acknowledges and confirms that funds have been appropriated to cover the costs of this Lease during the current fiscal year. Tenant may terminate the lease if LANDLORD violates the terms of the lease or RFP

UTILITIES

30 LANDLORD shall provide the following utilities to the TENANT.

- a. Water and Sewer Services
- b. Heating, Ventilation and Air conditioning
- c. Energy and Fuel consumption
- d. All lighting
- e. Electricity for TENANTS office equipment during work hours

The temperature throughout the premises is to be maintained between 68 degrees and 78 degrees Fahrenheit. Working hours are defined as 8:00 AM to 6:00 PM, Monday through Friday, except holidays.

CONFLICT OF INTEREST

31. This lease is in accordance with all provisions of the Massachusetts Conflict of Interest Law(Mass. General L.C. 268A)

AMENDMENTS

32. No amendments to this lease shall be allowed unless in writing and signed by the Mayor or Purchasing Agent (with authority to do so) of the City of salem and the LANLORD


IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

LANDLORD:
Vernco Salem, LLC

By:  2/7/18
George C. Vernet III, Manager and Authorized Person
TENANT:

BOARD

NORTH SHORE WORKFORCE INVESTMENT

By: 
Mary Sarris, Executive Director

CITY OF SALEM

By: 
Kimberley Driscoll, Mayor


Laurie Giardella, Finance Director


Thomas Watkins, Purchasing Agent

APPROVE AS TO FORM:


Elizabeth Rennard,
City Solicitor



CITY OF SALEM

In City Council, September 10, 2020

Ordered:

Pursuant to City Ordinance Chapter 2, Section 2-1688 Contracts beyond Three Years, Masshire-North Shore Workforce Board is hereby authorized to extend its lease with Vernco Salem, LLC dated January 1, 2018 for one additional year with a new expiration date of December 31, 2021.