



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Cynthia Nina-Soto, of 6 Laurent Road, to the Scholarship and Education Committee, to complete the remainder of a three-year term originally filled by Joseph Salerno, to expire June 1, 2019. I hope you will join me in thanking Mr. Salerno for his many years of dedicated service to this committee, our community, and the youth of Salem.

Ms. Nina-Soto earned her degree in business administration from Salem State and today owns her own real estate brokerage. In her professional work, Ms. Nina-Soto has been focused on helping first-time homebuyers and Latino families especially. She is deeply committed to building a strong community here in Salem. Ms. Nina-Soto is the President-elect of the North Shore Association of Realtors and will make a strong addition to the Scholarship and Education Committee, especially as the committee works to broaden its messaging and fundraising efforts.

I strongly recommend confirmation of Ms. Nina-Soto to the Scholarship and Education Committee. We are fortunate that she is willing to serve our community in this important role and lend her time and dedication to this board.

Very truly yours,

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

Kimberley Driscoll  
Mayor  
City of Salem



**CITY OF SALEM, MASSACHUSETTS**  
Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to accept a donation from Linda Tull for One Thousand Nine Hundred and Fifty Dollars (\$1,950.00) to fund a dedication bench. These funds will be deposited into the Park and Recreation Department Donation Fund 24061-4830.

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

Very truly yours,

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

Kimberley Driscoll  
Mayor



# CITY OF SALEM

In City Council,

Ordered:

December 6, 2018

To accept the donation(s) listed below totaling One Thousand Nine Hundred and Fifty Dollars (\$1,950.00). These funds will be deposited into the account listed below in accordance with the recommendation of Her Honor the Mayor.

<b>From:</b>	<b>Fund Name</b>	<b>Org/Obj</b>	<b>Amount</b>	
Linda Tull – Dedication Bench	Park & Rec	24061-4830	\$	1,950.00
<b>Total</b>			<b>\$</b>	<b>1,950.00</b>



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

Kimberley Driscoll  
MAYOR

Trish O'Brien  
Superintendent

November 30, 2018

Dear Mayor Driscoll:

I am writing to request the acceptance of a \$1,950 donation written to the City of Salem for a historic dedication bench from Linda Tull. To be deposited into Park & Recreation Donation account of 24061-4830.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tricia O'Brien".

Tricia O'Brien  
Superintendent  
Park, Recreation & Community Service



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll

Mayor

December 6, 2018

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentleman of the Council:

Enclosed herewith is a request for an appropriation of Thirty Thousand Dollars (\$30,000.00) from the "Receipts Reserved" funds listed below to the Department of Public Services Burial Account (14112-5383).

<b>FROM</b>			<b>TO</b>	<b>AMOUNT</b>
2430-4800	R/Res Sale of Lots	14112-5383	DPS Burial	\$20,000.00
2431-4800	R/Res Sale of Vaults	14112-5383	DPS Burial	\$10,000.00
			Total:	<u>\$30,000.00</u>

This appropriation is necessary to purchase burial boxes for burial services for cemetery.

I recommend passage of the accompanying Order.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kim Driscoll".

Kimberley Driscoll  
Mayor



# CITY OF SALEM

In City Council,

Ordered:

December 6, 2018

That the sum of Thirteen Thousand Dollars (\$30,000.00) is hereby appropriated from the Receipts Reserved funds listed below to the Department of Public Services Burial Account (14112-5383) in accordance with the recommendation of Her Honor the Mayor.

From		To		Amount
2430-4800	R/Res Sale of Lots	14112-5383	DPS Burial	20,000.00
2431-4800	R/Res Sale of Vaults	14112-5383	DPS Burial	10,000.00
<b>Total</b>				<b>30,000.00</b>



KIMBERLEY DRISCOLL  
MAYOR

DAVID KNOWLTON P.E.  
DIRECTOR OF PUBLIC SERVICES

# CITY OF SALEM, MASSACHUSETTS

DEPARTMENT OF PUBLIC SERVICES  
5 JEFFERSON AVENUE - FACILITY LOCATION  
98 WASHINGTON STREET - MAILING ADDRESS  
SALEM, MASSACHUSETTS 01970  
TEL. (978) 744-3302  
FAX (978) 744-6820  
DKNOWLTON@SALEM.COM

November 13<sup>th</sup>, 2018

The Honorable Mayor Kimberly Driscoll  
City of Salem  
93 Washington Street  
Salem, Massachusetts 01970

Subject: Burial Service for Q1FY19

Dear Mayor Driscoll,

We respectfully request an appropriation of funds in the amount of Twenty Thousand, (\$30,000.00) from the following account:

2430-4800 Sale of Lots	\$20,000.00
2431-4800 Sale of Vaults	\$10,000.00

to be transferred in to the Public Service Burial Services Line 14112-5383. This appropriation will allow for the burial services and operations for the second quarter of Fiscal Year 2019.

Respectfully yours,

A handwritten signature in black ink, appearing to read "D Knowlton", written over a circular stamp or mark.

David Knowlton  
Director of Public Services

Cc: Laurie Giardella  
File Copy

# CITY OF SALEM – Finance Department

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

From: DPS Cemetery Department      [Signature] Department Head Authorizing Signature      11/14/18 Date

**Budget or R/Res Transfers**  
 To: 1412/5383 (Org/Object)      Desc: Burial Services      Budget Amt: 0      Balance: 9,000.00  
 From: 2430/4800 (Org/Object)      Desc: sale of lots      Budget Amt: 0      Balance: 50,268.00  
 (\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)  
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ \_\_\_\_\_ Date: \_\_\_\_\_

**Free Cash or Retained Earnings (W/S)** To: \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_ Balance: \_\_\_\_\_  
 (Org/Object)  
 Please circle one

**Amount Requested:** \$ 20,000.00  
**Reason (Be Specific)** Need to purchase Burial Boxes/services for burial services for Cemetery

**For Finance Department and Mayor's Use Only:**

Budget Transfer       Mayor Approval       City Council Approval  
 Free Cash Appropriation – City Council Approval – Gen Fund \$ \_\_\_\_\_ Free Cash Balance  
 R/E Appropriation – Water \$ \_\_\_\_\_ R/E Balance       R/E Appropriation Sewer \$ \_\_\_\_\_ R/E Balance  
 Receipts Reserve – City Council Approval      \$ 50,268.00 R/Res Fund Balance      12/3 MB  
 Raise & Appropriate       Other [Signature]  
 Recommendation:  Approved       Denied      Finance Director

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



# CITY OF SALEM - Finance Department

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

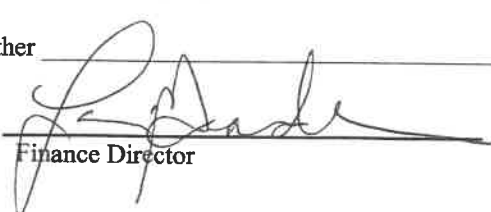
From: DPS Cemetery Department       Department Head Authorizing Signature      11/14/18 Date

**Budget or R/Res**  
**Transfers** To: 14112/5383 (Org/Object) Desc: Burial services Budget Amt: 0 Balance: 9,000.00  
 From: 2431/4800 Desc: Sale of Vaults Budget Amt: 0 Balance: 32,276.39  
 (\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)  
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ \_\_\_\_\_ Date: \_\_\_\_\_

**Free Cash or** To: \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
**Retained Earnings (W/S)** (Org/Object) Balance: \_\_\_\_\_  
 Please circle one

**Amount Requested:** \$ 10,000.00  
**Reason (Be Specific)** Need to purchase burial boxes for services for cemetery.

**For Finance Department and Mayor's Use Only:**

Budget Transfer       Mayor Approval       City Council Approval  
 Free Cash Appropriation - City Council Approval - Gen Fund \$ \_\_\_\_\_ Free Cash Balance  
 R/E Appropriation - Water \$ \_\_\_\_\_ R/E Balance       R/E Appropriation Sewer \$ \_\_\_\_\_ R/E Balance  
 Receipts Reserve - City Council Approval \$ 33,076.39 R/Res Fund Balance  
 Raise & Appropriate       Other  Finance Director

**Recommendation:**  Approved  Denied

**Completed:** Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



**CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll**

**Mayor**

December 6, 2018

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentleman of the Council:

Enclosed herewith is a request to transfer Four Hundred and Forty-Seven Dollars and Fifty-Seven cents (\$447.57) for the Police Departments Fiscal Year 2018 invoices to be paid from the Fiscal year 2019 Police budget as listed below.

Department	Vendor	Amount
Police	OT/Holiday/Stipend/Differential	\$447.57

This order is necessary to cover the costs to pay OT/Holiday/Stipend/Differential from the Fiscal Year 2018 Police budget. Per MGL Chapter 44 Section 64 which allows for a municipality to pay for prior fiscal year invoices using current fiscal year appropriation by two-thirds vote of the City Council.

I recommend passage of the accompanying Order.

Very truly yours,

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

Kimberley Driscoll  
Mayor



# CITY OF SALEM

In City Council,

December 6, 2018

**Ordered:**

Per MGL Chapter 44 Section 64 which allows for a municipality to pay for prior fiscal year expenses using current fiscal year appropriations by two-thirds vote of the City Council we request the sum of Four Hundred and Forty-Seven Dollars and Fifty-Seven Cents (\$447.57) of outstanding Fiscal Year 2018 Police Department salaries are hereby allowed to be paid from the Fiscal Year 2019 Police budget as listed below in accordance with the recommendation of Her Honor the Mayor.

Department	Description	Amount
Police	OT/Holiday/Stipend/Differential	\$ 447.57
<b>Total</b>		<b>\$ 447.57</b>



# City of Salem, Massachusetts Police Department Headquarters

CHIEF OF POLICE  
MARY E. BUTLER

November 13, 2018

Mayor Kimberley Driscoll  
City Hall  
93 Washington Street  
Salem MA 01970

Re: Retro pay FY18

Dear Mayor Driscoll:

I would like to request retroactive pay for two officers, Sean Whitaker and Max Zirin. They completed dive team certification on February 28, 2018. Due to an oversight, a personnel action form requesting the specialty stipend be added to their pay was not completed. Attached is a spreadsheet with the retro breakdown for their specialty stipend, night differential, overtime and holiday pay, which they are owed from the prior fiscal year.

These funds would have been paid from the following accounts:

12101-5131 (overtime) - \$73.90  
12101-5136 (holidays) - \$12.05  
12101-5154 (specialty stipends) - \$346.14  
12101-5156 (shift differential) - \$15.48

Total - \$447.57

Due to the fact these expenses occurred from the prior fiscal year, we are requesting the amounts be paid from the general fund.

Sincerely,

Mary E. Butler  
Chief of Police

Sean Whitaker  
Employee #104049

Step 1 (pay periods March 15, 2018 through May 31, 2018):

FY18 Total Weekly	FY18 Total Weekly w/stipend	Retro FY18 (12 weeks) Diff	Night diff w/stipend	Night diff	Retro FY18 (12 weeks)	OT rate	OT rate w/stipend	Diff	Hours	Retro	Holiday	Holiday w/stipend	Diff	Retro (1 holiday)	Total Retro
\$1,013.86	\$1,023.47	\$9.61	\$92.11	\$92.11	\$115.32	\$41.4414	\$43.3499	\$1.9085	18	\$34.35	\$331.53	\$334.68	\$3.15	\$3.15	\$183.14

Step 2 (pay periods June 7, 2018 through July 12, 2018):

FY18 Total Weekly	FY18 Total Weekly w/stipend	Retro FY18 (6 weeks) Diff	Night diff w/stipend	Night diff	Retro FY18 (6 weeks)	OT rate	OT rate w/stipend	Diff	Hours	Retro	Holiday	Holiday w/stipend	Diff	Retro (1 holiday)	Total Retro
\$1,060.55	\$1,070.16	\$9.61	\$95.45	\$95.45	\$76.66	\$43.3499	\$43.7430	\$0.3931	19.5	\$7.67	\$346.80	\$349.94	\$3.14	\$3.14	\$73.61
<b>Totals</b>					\$172.98					\$42.02				\$6.29	\$236.77

Max Zirin  
Employee #103666

Pay periods (March 15, 2018 through July 12, 2018):

FY18 Total Weekly	FY18 Total Weekly w/stipend	Retro FY18 (18 weeks) Diff	Night diff w/stipend	Night diff	Retro FY18 (12 weeks)	OT rate	OT rate w/stipend	Diff	Hours	Retro	Holiday	Holiday w/stipend	Diff	Retro (2 holiday)	Total Retro
\$1,126.52	\$1,134.14	\$9.62	\$0.00	\$0.00	\$0.00	\$42.1695	\$42.5501	\$0.3806	41	\$14.78	\$337.36	\$340.74	\$3.38	\$5.76	\$216.90
<b>Totals</b>					\$0.00	\$45.9647	\$46.3578	\$0.3931	43.5	\$17.10				\$6.76	\$233.60



**CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll**

**Mayor**

December 6, 2018

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentleman of the Council:

Enclosed herewith is a request to transfer One Hundred and Fifty Thousand Three Hundred and Three Dollars and Twenty-Five Cents (\$150,303.25) from the "Retained Earnings – Water/Sewer Fund" account (6000-3120) to the Engineering accounts listed below.

Org/Obj	Description	Dept	Description	Amount
600032-5251	Utility Service Rep & Maint	Engineering	Sewer Replacement on Herbert Street	\$150,303.25

This transfer is necessary to fund the costs for the emergency sewer replacement on Herbert Street.

I recommend passage of this accompanying order.

Sincerely,

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

Kimberley Driscoll  
Mayor



# CITY OF SALEM

In City Council,

December 6, 2018

Ordered:

That the sum of One Hundred and Fifty Thousand Three Hundred and Three Dollars and Twenty-Five Cents (\$150,303.25) is hereby appropriated from the "Retained Earnings - Water/Sewer Fund" account (6000-3120) to the Engineering accounts listed below in accordance with the recommendation of Her Honor the Mayor.

Org/Obj	Description	Dept	Description	Amount
600032-5251	Utility Service Rep & Maint	Engineering	Sewer Replacement on Herbert St	150,303.25
<b>Total</b>				<b>150,303.25</b>



# CITY OF SALEM

SALEM, MASSACHUSETTS  
ENGINEERING DEPARTMENT  
98 WASHINGTON STREET, 2<sup>ND</sup> FLOOR  
SALEM, MA 01970  
Phone: (978) 619-5673  
Fax: (978) 745-0349

**Kimberley Driscoll**  
Mayor

DAVID H. KNOWLTON, P.E.  
CITY ENGINEER / DPS DIRECTOR

November 27, 2018

To: Dominick Pangallo, Chief Administrative Aide to the Mayor  
From: David H. Knowlton, P.E., City Engineer / DPS Director *DKW*  
RE: Request to Appropriate \$150,303.25 from Water/Sewer Enterprise Retained Earnings

This memo has been prepared to request a transfer of funds from the Water/Sewer Enterprise Fund Retained Earnings to 6000-600032-5251 Utility Service Repair and Maintenance, to fund the costs of the emergency sewer replacement on Herbert Street. In early October, we found the existing 10-inch sewer in Herbert Street, between the intersection of Essex Street and #7 Herbert Street, to be failing, resulting in a number of sink holes at the surface of the street. The sewer at this location is concrete pipe that is approximately 100-years old. At that time, we made a decision not to take any corrective action until after haunted happenings; and now need to replace a section of the 10-foot plus deep sewer. Prior to replacing the sewer, the gas main, currently directly on top of the sewer, needs to be relocated. Ngrid is currently replacing the gas main.

The total estimated cost of this work will be \$150,303.25, as detailed in the attachments to this memo:

vendor	Description	estimated cost
n. granese & sons, Inc.	sewer replacement	\$129,303.25
new england civil engineering corp.	engineering design and construction oversight	\$14,000.00
salem police	police details	\$7,000.00
		<u>\$150,303.25</u>

If you have any questions, or require additional information, please call. The Engineering and Public Services Departments will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella; Finance Director

Attachments



# CITY OF SALEM - Finance Department

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

From: Engineering / OPS Department      Knowlton Department Head Authorizing Signature      11/21/10 Date

**Budget or R/Res**      Budget Amt: \_\_\_\_\_

**Transfers**      To: \_\_\_\_\_ Desc: \_\_\_\_\_ Balance: \_\_\_\_\_  
(Org/Object)

From: \_\_\_\_\_ Desc: \_\_\_\_\_ Balance: \_\_\_\_\_

(\*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: 600032 - 5251 Desc: Utility Sewer Dept + Maintenance Budget Amt: 12,000.00  
**Retained Earnings (W/S)** (Org/Object) Balance: 4,353.00  
**Raise & Appropriate**  
Please circle one

sewer retained earnings

Amount Requested: \$ 153,303.25

Reason (Be Specific) See attached memo

**For Finance Department and Mayor's Use Only:**

Budget Transfer       Mayor Approval       City Council Approval  
 Free Cash Appropriation - City Council Approval - Gen Fund \$ \_\_\_\_\_  
Free Cash Balance  
 R/E Appropriation - Water \$ \_\_\_\_\_ R/E Balance       R/E Appropriation Sewer \$ 2,703,564.00  
R/E Balance      12/3 MB  
 Receipts Reserve - City Council Approval      \$ \_\_\_\_\_  
R/Res Fund Balance  
 Raise & Appropriate       Other \_\_\_\_\_

Recommendation:  Approved       Denied

[Signature]  
Finance Director

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



**CITY OF SALEM, MASSACHUSETTS**  
Kimberley Driscoll  
Mayor

December 6, 2018

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentleman of the Council:

Enclosed herewith is a request to transfer Twenty-Three Thousand Eight Hundred and Sixty-Nine Dollars and Twenty-Five cents (\$23,869.25) from the "Capital Outlay Fund 2000" to be expended for emergency plumbing repairs in the Museum Place Parking Garage.

This appropriation is necessary to cover the cost of emergency plumbing repairs to the drain pipes at the Museum Parking Garage.

I recommend passage of this accompanying order.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Driscoll", is written over a faint, larger version of the same signature.

Kimberley Driscoll  
Mayor



# CITY OF SALEM

In City Council,

December 6, 2018

**Ordered:**

That the sum of Twenty-Three Thousand Eight Hundred and Sixty-Nine Dollars and Twenty-Five Cents (\$23,869.25) is hereby appropriated within the "Capital Outlay Fund 2000" to be expended for emergency plumbing repairs in the Museum Place Parking Garage in accordance with the recommendation of Her Honor the Mayor.



# City of Salem, Massachusetts

Parking Department  
1 New Liberty Street  
Tel. (978) 745-8120

**Kimberley Driscoll**  
Mayor

Mayor Driscoll

12/3/18

93 Washington St.

Salem, Ma. 01970

I respectfully ask for \$23,869.25 for emergency plumbing repairs for the drain pipes at the Museum Place Garage. The drain pipes are rotted and starting to fall apart and were posing a threat to the public safety in some of the businesses located below the garage in the Witch City Mall. The water damage also caused ceiling tiles to be replaced due to the drain pipes leaking.

Thank you,

Alan Sullaway

A handwritten signature in cursive script that reads "Alan Sullaway".

Assistant Parking Director

**CITY OF SALEM**  
**Capital Outlay Expenditure Request Form - FY 2019**

From Department: Parking, Transp      Date: 12/4/18

Amount: \$ 23,869.25

Description:

Emergency plumbing repairs -  
Museum Parking Garage

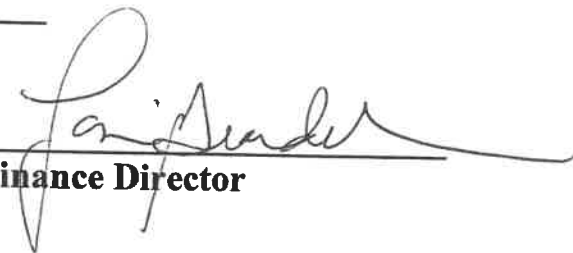
**For Finance Department Use Only:**

City Council Approval

CIP Balance: \_\_\_\_\_

**Recommendation:**

Approved       Denied

  
\_\_\_\_\_  
**Finance Director**

Processed:      Date: \_\_\_\_\_      By: \_\_\_\_\_

CO # \_\_\_\_\_      JE# \_\_\_\_\_      Trans # \_\_\_\_\_

Org: \_\_\_\_\_      Obj: \_\_\_\_\_



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed please find an Order to appropriate \$34,000 from our general fund free cash to carry out necessary repairs to several pieces of DPS equipment. The specific items to be repaired are detailed in the attached materials. The cost for this work is being split between the Water/Sewer Enterprise Fund's retained earnings and general fund free cash, based on the utilization of the particular pieces of equipment.

I recommend adoption of the enclosed Order.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem



**Kimberley Driscoll**  
**Mayor**

**CITY OF SALEM**  
SALEM, MASSACHUSETTS  
ENGINEERING DEPARTMENT  
98 WASHINGTON STREET, 2<sup>ND</sup> FLOOR  
SALEM, MA 01970  
Phone: (978) 745-9595 x5673  
Fax: (978) 745-0349

DAVID H. KNOWLTON, P.E.  
CITY ENGINEER / DPS DIRECTOR

### MEMORANDUM

November 29, 2018

To: Dominick Pangallo, Chief Administrative Aide to the Mayor  
From: David H. Knowlton, P.E., City Engineer / DPS Director *Jan 1*  
RE: Request to Appropriate \$34,000 from General Fund Free Cash

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This memo has been prepared to request a transfer of \$34,000 from General Fund Free Cash to fund repairs to critical DPS equipment. The costs of the repairs to these pieces of equipment, detailed in the attached spreadsheet, were not included in the current DPS 2019 budget. The costs have been split between general fund free cash and water/sewer retained earnings, based on the utilization of each piece.

If you have any questions, or require additional information, please call. The Public Services Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director

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

From: 230 – Public Services  
Department

  
Department Head Authorizing Signature

11-29-18  
Date

**Budget or R/Res**

**Transfers** To : \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
(Org/Object) Balance: \_\_\_\_\_

From : \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
Balance: \_\_\_\_\_

(\*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 : 600032-5483 Desc: vehicle parts & acces Budget Amt: \$22,500.00  
(Org/Object) Balance: \$325.74

**Retained Earnings (W/S)**  
**Raise & Appropriate**  
Please circle one

**Amount Requested:** \$34,000

**Reason (Be Specific)** repair of critical dps equipment (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 #: \_\_\_\_\_



summary of cost and funding allocation for repairs to critical dps equipment  
 11/29/2018

		fy 2019				funding source		
item	vehicle #	description	age	vendor	description	total amount	free cash general fund	retained earnings w/s enterprise
1	8	vactor truck	2	sanitary products	replace vacuum parts, rear door	\$5,445		\$5,445.22
2	9	10 wheel dump	14	taylor & loyd	replace rear air brakes	\$2,086	\$2,086.00	
3	10	6 wheel dump	9	power products	transmission replace, fuel tank	\$13,620	\$13,620.42	
4	28	back up sweeper	15	cn wood	replace fuel tank	\$1,510	\$1,510.13	
5	41	front end loader	18	schmidt eq	replace cooling sytem	\$12,767	\$12,767.41	
6	70	f550 dump truck	9	stoneham ford	deisel engine repair	\$2,078	\$2,078.49	
7	72	F550 dump	11	stoneham ford	deisel engine repair	\$1,336		\$1,335.79
8	73	F550 dump	11	stoneham ford	deisel engine repair	\$2,587		\$2,586.97
8	198	fire alarm bucket truck	n/a	service tire truck center	new tires and rims	\$1,476	\$1,476.32	
					total	\$42,907	\$33,539	\$9,368
					say	\$43,500	\$34,000	\$9,500

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O.	LIQUEDATED	VENDOR #	VENDOR NAME
6001496	\$3,500.00	610032-5483	\$0.00	\$3,500.00	32322	SANITARY
6001496	\$1,000.00	600032-5483	\$411.55	\$588.45	32322	SANITARY
6002612	\$3,500.00	610032-5483	\$177.18	\$3,322.82	32322	SANITARY
6002612	\$1,000.00	600032-5483	\$584.72	\$415.28	32322	SANITARY

AMOUNT SPENT ON VENDOR

\$11,460.86

AMOUNT INVOICED FROM MICHEL FOR TRUCK 8

\$5,445.22

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O.	LIQUEDATED	VENDOR #	VENDOR NAME
6003262	\$917.20	610032-5483	\$0.00	\$917.20	1642	BRAKE AND TRUCK
6003262	\$917.20	600032-5483	\$0.00	\$917.20	1642	BRAKE AND TRUCK
6001839	\$2,000.00	14112-5483	\$305.06	\$1,694.94	21594	TAYLOR AND LOYD

AMOUNT SPENT ON VENDOR

\$1,834.40

21594

\$1,694.94

AMOUNT INVOICED FROM MICHEL FOR TRUCK 9

\$2,086.00

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O.	LIQUEDATED	VENDOR #	VENDOR NAME
6002428	\$6,147.56	610032-5483	\$0.00	\$6,147.56	20134	power prouduts
6002428	\$3,063.78	610032-5483	\$0.00	\$3,063.78	20134	power prouduts
6002428	\$3,063.78	610032-5483	\$0.00	\$3,063.78	20134	power prouduts
6001839	\$2,000.00	14112-5483	\$305.06	\$1,694.94	21594	TAYLOR AND LOYD

AMOUNT SPENT ON VENDOR

\$11,460.86

21594

\$1,694.94

AMOUNT INVOICED FROM MICHEL FOR TRUCK 10

\$13,620.42

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O.	LIQUEDATED	VENDOR #	VENDOR NAME
6001480	\$4,500.00	14112-5485	\$1,061.62	\$3,438.38	5589	C.N. WOOD
6003831	\$300.00	14112-5485	\$0.00	\$300.00	34103	G + J TOWING

AMOUNT SPENT ON VENDOR

\$3,438.38

34103

\$300.00

AMOUNT INVOICED FROM MICHEL FOR SWEEPER 28

\$1,510.13

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O.	LIQUEDATED	VENDOR #	VENDOR NAME
6001322	\$6,005.64	14112-5483	\$0.00	\$6,005.64	4706	SCHMIDT EQUIP
6003831	\$3,002.82	600032-5483	\$0.00	\$3,002.82	4706	SCHMIDT EQUIP
6001480	\$3,002.82	610032-5483	\$0.00	\$3,002.82	4706	SCHMIDT EQUIP
6002324	\$1,500.00	14112-5483	\$1,431.52	\$68.48	4706	SCHMIDT EQUIP
6002324	\$2,000.00	600032-5483	\$1,425.16	\$574.84	4706	SCHMIDT EQUIP
6002324	\$1,000.00	610032-5483	\$87.92	\$912.08	4706	SCHMIDT EQUIP

AMOUNT SPENT ON VENDOR

\$69,000.08

4706

\$54,336.48

CIP SKID STEER

AMOUNT INVOICED FROM MICHEL FOR FRONT END LOADER 41

\$14,663.60

SPENT OUT OF GENERAL LINES

\$12,767.41

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O.	LIQUEDATED	VENDOR #	VENDOR NAME
6001483	\$2,500.00	14112-5483A	\$0.00	\$2,500.00	18221	STONEHAM FORD
6001483	\$1,000.00	14112-5483B	\$0.00	\$1,000.00	18221	STONEHAM FORD

AMOUNT SPENT ON VENDOR

\$12,658.65

6001483	\$400.00	600032-5483	18221	STONEHAM FORD	\$400.00	\$400.00	18221	STONEHAM FORD
6001483	\$400.00	610032-5483	18221	STONEHAM FORD	\$400.00	\$400.00	18221	STONEHAM FORD
6002508	\$2,500.00	14112-5483A	18221	STONEHAM FORD	\$2,500.00	\$2,500.00	18221	STONEHAM FORD
6002508	\$1,000.00	14112-5483B	18221	STONEHAM FORD	\$561.08	\$438.92	18221	STONEHAM FORD
6002508	\$400.00	600032-5483	18221	STONEHAM FORD	\$24.36	\$375.64	18221	STONEHAM FORD
6002508	\$400.00	610032-5483	18221	STONEHAM FORD	\$59.30	\$340.70	18221	STONEHAM FORD
6002997	\$1,400.00	14112-5483	18221	STONEHAM FORD	\$946.95	\$453.05	18221	STONEHAM FORD
6003211	\$1,135.79	610032-5483	18221	STONEHAM FORD	\$0.00	\$1,135.79	18221	STONEHAM FORD
6003640	\$1,440.61	600032-5483	18221	STONEHAM FORD	\$0.00	\$1,440.61	18221	STONEHAM FORD
6003640	\$300.00	610032-5483	18221	STONEHAM FORD	\$0.00	\$300.00	18221	STONEHAM FORD

AMOUNT INVOICED FROM MICHEL FOR DPW TRUCKS  
 70 \$2,078.49 73 \$1,335.79 72 \$2,586.97  
 TOTAL FOR DPS TRUCKS 18221 \$6,001.25

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O	LIQUIDATED	VENDOR #	VENDOR MAME	AMOUNT SPENT ON VENDOR
6002334	\$2,000.00	14112-5483B	\$523.68	\$1,476.32	22464	SERVICE TIRE TRUCK CENTER	22464 \$1,476.32

AMOUNT INVOICED FROM MICHEL FOR FIRE ALARM TRUCK :  
 \$1,476.32

TOTAL REQUEST \$42,906.75



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed please find an Order to appropriate \$9,500 from our Water/Sewer Enterprise Fund's retained earnings to carry out necessary repairs to several pieces of DPS equipment. The specific items to be repaired are detailed in the attached materials. The cost for this work is being split between the Water/Sewer Enterprise Fund's retained earnings and general fund free cash, based on the utilization of the particular pieces of equipment.

I recommend adoption of the enclosed Order.

Sincerely,

A handwritten signature in cursive script, reading "Kim Driscoll".

Kimberley Driscoll  
Mayor  
City of Salem



**Kimberley Driscoll  
Mayor**

**CITY OF SALEM**  
SALEM, MASSACHUSETTS  
ENGINEERING DEPARTMENT  
98 WASHINGTON STREET, 2<sup>ND</sup> FLOOR  
SALEM, MA 01970  
Phone: (978) 745-9595 x5673  
Fax: (978) 745-0349

DAVID H. KNOWLTON, P.E.  
CITY ENGINEER / DPS DIRECTOR

### MEMORANDUM

November 29, 2018

To: Dominick Pangallo, Chief Administrative Aide to the Mayor  
From: David H. Knowlton, P.E., City Engineer / DPS Director *DK*  
RE: Request to Appropriate \$9,500 from Water/Sewer Enterprise Retained Earnings

---

This memo has been prepared to request a transfer of \$9,500 from the Water/Sewer Enterprise Retained Earnings to fund repairs to critical DPS equipment. The costs of the repairs to these pieces of equipment, detailed in the attached spreadsheet, were not included in the current DPS 2019 budget. The costs have been split between general fund free cash and water/sewer retained earnings, based on the utilization of each piece.

If you have any questions, or require additional information, please call. The Public Services Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director

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

From: 230 - Public Services  
 Department

  
 Department Head Authorizing Signature

11-29-18  
 Date

**Budget or R/Res**

**Transfers** To : \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
 (Org/Object) Balance: \_\_\_\_\_

From : \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
 Balance: \_\_\_\_\_

(\*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 : 14112-5483 Desc: vehicle parts - dpw Budget Amt: \$45,000.00  
 Balance: \$1,067.36

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

**Raise & Appropriate**

Please circle one

**Amount Requested:** \$9,500

**Reason (Be Specific)** repair of critical dps equipment (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 #: \_\_\_\_\_

summary of cost and funding allocation for repairs to critical dps equipment  
 11/29/2018

fy 2019

item	vehicle #	description	age	vendor	description	total amount	funding source	
							free cash general fund	retained earnings w/s enterprise
1	8	vactor truck	2	sanitary products	replace vacuum parts, rear door	\$5,445		\$5,445.22
2	9	10 wheel dump	14	taylor & loyd	replace rear air brakes	\$2,086	\$2,086.00	
3	10	6 wheel dump	9	power products	transmission replace, fuel tank	\$13,620	\$13,620.42	
4	28	back up sweeper	15	cn wood	replace fuel tank	\$1,510	\$1,510.13	
5	41	front end loader	18	schmidt eq	replace cooling sytem	\$12,767	\$12,767.41	
6	70	f550 dump truck	9	stoneham ford	deisel engine repair	\$2,078	\$2,078.49	
7	72	F550 dump	11	stoneham ford	deisel engine repair	\$1,336		\$1,335.79
8	73	F550 dump	11	stoneham ford	deisel engine repair	\$2,587		\$2,586.97
8	198	fire alarm bucket truck	n/a	service tire truck center	new tires and rims	\$1,476	\$1,476.32	
					total	\$42,907	\$33,539	\$9,368
					say	\$43,500	\$34,000	\$9,500

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O	LIQUEDATED	VENDOR #	VENDOR MAME
6001496	\$3,500.00	610032-5483	\$0.00	\$3,500.00	32322	SANITARY
6001496	\$1,000.00	600032-5483	\$411.55	\$588.45	32322	SANITARY
6002612	\$3,500.00	610032-5483	\$177.18	\$3,322.82	32322	SANITARY
6002612	\$1,000.00	600032-5483	\$584.72	\$415.28	32322	SANITARY

AMOUNT SPENT ON VENDOR

\$11,460.86

AMOUNT INVOICED FROM MICHIEL FOR TRUCK 8

\$5,445.22

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O	LIQUEDATED	VENDOR #	VENDOR MAME
6003262	\$917.20	610032-5483	\$0.00	\$917.20	1642	BRAKE AND TRUCK
6003262	\$917.20	600032-5483	\$0.00	\$917.20	1642	BRAKE AND TRUCK
6001839	\$2,000.00	14112-5483	\$305.06	\$1,694.94	21594	TAYLOR AND LOYD

AMOUNT SPENT ON VENDOR

1642 \$1,834.40

21594 \$1,694.94

AMOUNT INVOICED FROM MICHIEL FOR TRUCK 9

\$2,086.00

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O	LIQUEDATED	VENDOR #	VENDOR MAME
6002428	\$6,147.56	610032-5483	\$0.00	\$6,147.56	20134	power prouduts
6002428	\$3,063.78	610032-5483	\$0.00	\$3,063.78	20134	power prouduts
6002428	\$3,063.78	610032-5483	\$0.00	\$3,063.78	20134	power prouduts
6001839	\$2,000.00	14112-5483	\$305.06	\$1,694.94	21594	TAYLOR AND LOYD

AMOUNT SPENT ON VENDOR

32322 \$11,460.86

21594 \$1,694.94

AMOUNT INVOICED FROM MICHIEL FOR TRUCK 10

\$13,620.42

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O	LIQUEDATED	VENDOR #	VENDOR MAME
6001480	\$4,500.00	14112-5485	\$1,061.62	\$3,438.38	5589	C.N. WOOD
6003831	\$300.00	14112-5485	\$0.00	\$300.00	34103	G +J TOWING

AMOUNT SPENT ON VENDOR

5589 \$3,438.38

34103 \$300.00

AMOUNT INVOICED FROM MICHIEL FOR SWEEPER 28

\$1,510.13

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O	LIQUEDATED	VENDOR #	VENDOR MAME
6001322	\$6,005.64	14112-5483	\$0.00	\$6,005.64	4706	SCHMIDT EQUIP
6003831	\$3,002.82	600032-5483	\$0.00	\$3,002.82	4706	SCHMIDT EQUIP
6001480	\$3,002.82	610032-5483	\$0.00	\$3,002.82	4706	SCHMIDT EQUIP
6002324	\$1,500.00	14112-5483	\$1,431.52	\$68.48	4706	SCHMIDT EQUIP
6002324	\$2,000.00	600032-5483	\$1,425.16	\$574.84	4706	SCHMIDT EQUIP
6002324	\$1,000.00	610032-5483	\$87.92	\$912.08	4706	SCHMIDT EQUIP

AMOUNT SPENT ON VENDOR

4706 \$69,000.08

\$54,336.48 CIP SKID STEER

AMOUNT INVOICED FROM MICHIEL FOR FRONT END LOADER 41

\$12,767.41

P.O.	AMOUNT REC	ORG/ OBJ	BALANCE ON P.O	LIQUEDATED	VENDOR #	VENDOR MAME
6001483	\$2,500.00	14112-5483A	\$0.00	\$2,500.00	18221	STONEHAM FORD
6001483	\$1,000.00	14112-5483B	\$0.00	\$1,000.00	18221	STONEHAM FORD

AMOUNT SPENT ON VENDOR

18221 \$12,658.65



6001483	\$400.00	600032-5483	18221	STONEHAM FORD	\$400.00		
6001483	\$400.00	610032-5483	18221	STONEHAM FORD	\$400.00		
6002508	\$2,500.00	14112-5483A	18221	STONEHAM FORD	\$2,500.00		
6002508	\$1,000.00	14112-5483B	18221	STONEHAM FORD	\$438.92		
6002508	\$400.00	600032-5483	18221	STONEHAM FORD	\$375.64		
6002508	\$400.00	610032-5483	18221	STONEHAM FORD	\$340.70		
6002997	\$1,400.00	14112-5483	18221	STONEHAM FORD	\$453.05		
6003211	\$1,135.79	610032-5483	18221	STONEHAM FORD	\$1,135.79		
6003640	\$1,440.61	600032-5483	18221	STONEHAM FORD	\$1,440.61		
6003640	\$300.00	610032-5483	18221	STONEHAM FORD	\$300.00		

AMOUNT INVOICED FROM MICHEL FOR DPW TRUCKS  
 70 \$2,078.49 73 \$1,335.79 72 \$2,586.97  
 TOTAL FOR DPS TRUCKS 18221 \$6,001.25

P.O.	AMOUNT REC	ORG/ OBI	BALANCE ON P.O	LIQUIDATED	VENDOR #	VENDOR MAME	AMOUNT SPENT ON VENDOR
6002334	\$2,000.00	14112-5483B	\$523.68	\$1,476.32	22464	SERVICE TIRE TRUCK CENTER	\$1,476.32
					22464		\$1,476.32

AMOUNT INVOICED FROM MICHEL FOR FIRE ALARM TRUCK :  
 \$1,476.32

TOTAL REQUEST \$42,906.75



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed please find an Order to appropriate \$39,100 from our general fund free cash to carry out necessary repair work to the DPS building's garage doors and roof, as well as to provide matching funds necessary for a grant the City has received to update provisions of our Planning Board regulations specific to engineering standards and requirements.

I recommend adoption of the enclosed Order.

Sincerely,

A handwritten signature in cursive script, reading "Kim Driscoll".

Kimberley Driscoll  
Mayor  
City of Salem




**Kimberley Driscoll  
Mayor**

**CITY OF SALEM**  
SALEM, MASSACHUSETTS  
ENGINEERING DEPARTMENT  
98 WASHINGTON STREET, 2<sup>ND</sup> FLOOR  
SALEM, MA 01970  
Phone: (978) 745-9595 x5673  
Fax: (978) 745-0349

DAVID H. KNOWLTON, P.E.  
CITY ENGINEER / DPS DIRECTOR

**MEMORANDUM**

November 29, 2018

To: Dominick Pangallo, Chief Administrative Aide to the Mayor  
From: David H. Knowlton, P.E., City Engineer / DPS Director   
RE: Request to Appropriate \$39,100.00 for various expenditures

This memo has been prepared to request a transfer of \$15,000 from General Fund Free Cash and \$24,100 from short term capital, to fund the following expenditures that were not included in our fiscal year 2019 budget, as follows and detailed below:

Vendor	description	cost
n/a	local share of grant to update pb regulations	\$15,000.00
saalem overhead door	replace electric overhead door opener - @ DPS	\$1,825.00
bay state	replace doors @ DPS	\$19,000.00
saalem sheet metal	roof repairs @ DPS	\$3,275.00
		<u>\$24,100.00</u>
	<b>total</b>	<b>\$39,100.00</b>

**A. Planning Board Regulation Update – local share of grant**

The City applied for and received a competitive grant from the Massachusetts Office of Environmental Affairs (contract attached) to retain an engineering firm to assist with the updating for the planning board regulations. We have selected Stantec (task order with scope of services attached) to provide the services. The grant requires a 25% local share from the City, equal to \$15,000. This request for free cash will fund the local share of the grant for this much needed update of the planning board regulations.

**B. Door and Roof repair costs for DPS building at 5 Jefferson Ave**

Recent leaks have developed in the roof of the main DPS facility that has allowed rain to enter the building in multiple locations. A roofing repair company we retained to make repairs to address the flooding. In addition, a combination of overhead doors and regular entry doors need to be replaced. The operation of the overhead door is critical to allow vehicles to be stored inside the DPS facility and the regular entry doors do not open, creating a safety issue (access and egress) with the building. Quotes and bid results for this work are attached. This request is from short-term capital.

If you have any questions, or require additional information, please call. The Public Services Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director

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

From: 230 – Public Services  
 Department

  
 Department Head Authorizing Signature

11-29-18  
 Date

**Budget or R/Res**

**Transfers** To: \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
 (Org/Object) Balance: \_\_\_\_\_

From: \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
 Balance: \_\_\_\_\_  
 (\*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: 14112-5320 Desc: contracted services Budget Amt: \$426,400.00  
 Balance: \$26,985.44  
 Retained Earnings (W/S) (Org/Object)

**Raise & Appropriate**  
 Please circle one

**Amount Requested:** \$15,000.00

**Reason (Be Specific)** local grant share for planning board regulation update (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 #: \_\_\_\_\_

**CITY OF SALEM**  
**Capital Outlay Expenditure Request Form - FY 2019**

From Department: 230 Public Services      Date: 11-29-18

*Don't*

Amount: \$24,100

Description: replace doors and make roof repairs at dps facility 5 jefferson ave (se attached)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For Finance Department Use Only:**

City Council Approval

CIP Balance: \_\_\_\_\_

**Recommendation:**

Approved       Denied

\_\_\_\_\_  
**Finance Director**

Processed:      Date: \_\_\_\_\_      By: \_\_\_\_\_

CO # \_\_\_\_\_      JE# \_\_\_\_\_      Trans # \_\_\_\_\_

Org: \_\_\_\_\_      Obj: \_\_\_\_\_

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under *Guidance For Vendors - Forms* or [www.mass.gov/osd](http://www.mass.gov/osd) under *OSD Forms*.

<b>CONTRACTOR LEGAL NAME:</b> City of Salem (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Exec. Office of Energy and Env. Affairs	
<b>Legal Address:</b> (W-9, W-4, T&C): 120 Washington St., 3rd Floor Salem, MA 01970	<b>MMARS Department Code:</b>	
<b>Contract Manager:</b> Amanda Chiancola, Planner	<b>Business Mailing Address:</b> 100 Cambridge Street, 9th Floor Boston, MA 02114	
<b>E-Mail:</b> <a href="mailto:achiancola@salem.com">achiancola@salem.com</a>	<b>Billing Address (if different):</b>	
<b>Phone:</b> 978-619-5685	<b>Contract Manager:</b> Kurt Gaertner	
<b>Fax:</b>	<b>E-Mail:</b> <a href="mailto:Kurt.Gaertner@state.ma.us">Kurt.Gaertner@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC8000192137	<b>Phone:</b> 617-626-1154	<b>Fax:</b> 617-626-1161
<b>Vendor Code Address ID (e.g. "AD001"): AD 001</b> (Note: The Address Id must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b>	
	<b>RFR/Procurement or Other ID Number:</b> ENV 18 DCS 11	

<p style="text-align: center;"><u>NEW CONTRACT</u></p> <p><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b></p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u>X CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior to Amendment: 6/30/19</u></p> <p>Enter Amendment Amount: \$ <u>no change</u> (or "no change")</p> <p><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b></p> <p><input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions     Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$45,000

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_% PPD; Payment issued within 15 days \_\_\_% PPD; Payment issued within 20 days \_\_\_% PPD; Payment issued within 30 days \_\_\_% PPD. If PPD percentages are left blank, identify reason:  agree to standard 45 day cycle \_\_\_ statutory/legal or Ready Payments (G.L.c. 29, § 23A); \_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) EEA & the City of Salem hereby amend their contract for the City of Salem's "Comprehensive Update of Subdivision Regulations" to provide the majority of the funds in FY19 due to a late start.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of \_\_\_/\_\_\_/20\_\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of \_\_\_/\_\_\_/20\_\_\_, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of June 30, 2019 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: *Kimberly Driscoll* Date: 2-28-19  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Kimberly Driscoll

Print Title: Mayor

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employees).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

### NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

### CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) \*See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

### COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MWARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the Incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29 s. 29F; G.L. c. 30 s. 39R; G.L. c. 149 s. 27C; G.L. c. 149 s. 44C; G.L. c. 149 s. 148B and G.L. c. 152 s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bid Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29 s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The

Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 21A, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272 s. 82A; G.L. c. 272 s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93 s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: [www.comm-pass.com](http://www.comm-pass.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 899(b)(3)-(4) and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 68A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 68A. Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS**

**INSTRUCTIONS:** In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) and the City of Salem hereby amend their contract to complete the Comprehensive Update of Subdivision Regulations project the City submitted to the 2018 round of the Planning Assistance Grant Program. The amendment moves funding from FY18 to FY19 due to a late start and maternity leave for the City's project manager. Beyond a delayed start and the expenditure of funds in FY19 instead of FY18, the terms of this contract are unchanged.

**ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES**

(The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.)

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Planning Grant - 2018				\$ 665 (FY18)
Planning Grant - 2019				\$44,335 (FY19)
<b>SUBTOTAL (this page)</b>				<b>\$45,000</b>

<b>MAXIMUM OBLIGATION</b>	<b>\$45,000</b>
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Stantec Consulting Services Inc.  
226 Causeway Street 6th Floor, Boston MA 02114-2155

October 18, 2018

**Ms. Amanda Chiancola, AICP**  
**Senior Planner**  
**Department of Planning and Community Development**  
City of Salem  
98 Washington Street, 2<sup>nd</sup> Floor  
Salem, MA 01970

**Reference: RFP No. 07/08-18/200 - City of Salem – Subdivision Regulation Update**

Dear Ms. Chiancola,

On behalf of Stantec Consulting Services, we are pleased to submit the following proposal for the City of Salem Subdivision Regulation Update project. We have reviewed the Request for Proposals (RFP) and the existing subdivision regulations. We have assembled a team consisting of Civil Engineers, Planners, Landscape Architects and code compliance specialists to perform this work. The team will be led by Robert Corning, Sr. Principal in our Boston office. Mr. Corning has over 30 years of experience managing large development projects and large project teams. He will ensure that the project has the required internal resources and is on-schedule and on-budget. Nels Nelson will serve as Project Manager. Nels is an urban planner and designer, who has extensive experience with urban and suburban planning studies, with a focus on resiliency, contact sensitive designs, multi-use streets and Low Impact Design (LID). Nels will be supported by a talented group of Planners, Civil Engineers and Landscape Architects in the Boston Studio. We have also included on the team Drew Leff from Stantec who will focus on the coordination of the updated regulations with existing City zoning and policies and Massachusetts General Laws.

Based on the RFP and our experience with similar projects we have developed the following outline scope of work that will govern the work and work process.

### **OUTLINE SCOPE OF WORK**

#### **Task 1 – Research and Preparation**

##### **1.1 Kick-Off Meeting**

1.1.1 City Staff, Planning and Development, City Engineer, Traffic and Parking Director and others as appropriate.

##### **1.2 Review of existing City ordinances and regulations**

##### **1.3 Review of existing planning studies and other resources**

1.3.1 Climate Change Vulnerability and Adaptation Plan

1.3.2 Complete Streets Policy

October 18, 2018

Ms Amanda Chiancola, AICP, Senior Planner, City of Salem, MA  
Page 2 of 5

**Reference:** Request for Proposal (RFP) for City of Salem Subdivision Regulation Update

1.3.3 Imagine Salem Progress Report

1.3.4 Commonwealth Smart Growth toolkit on LID

1.3.5 Other

1.4 GIS review of City

1.4.1 Identify development trends in the City

1.4.2 Identify potentially developable land areas

1.4.3 Further analysis and inventory of strategic development areas

1.5 Preliminary Recommendations Memo to Planning Board

1.5.1 Meeting and Review with City Staff

1.5.2 Submit and Review with Planning Board

*Task 1 Deliverables*

- *Technical Memorandum including work performed to-date and preliminary recommendations, including a proposed outline of the revised regulations.*

**Task 2 – Design Standards**

2.1 Draft Roadway Design, Construction and Utility Standards

2.2 Draft Low Impact Design (LID) techniques

2.3 Draft Landscaping and Street Tree Provisions

*Task 2 Deliverables*

- *Written and graphic design standards*

**Task 3 – Performance Guarantee**

3.1 Develop performance guarantee toolkit for City enforcement of approved plans

*Task 3 Deliverables*

- *Performance guarantee toolkit, rules and regulations*

Design with community in mind

October 18, 2018

Ms Amanda Chiancola, AICP, Senior Planner, City of Salem, MA  
Page 3 of 5

Reference: Request for Proposal (RFP) for City of Salem Subdivision Regulation Update

#### **Task 4 – Update Application and Submittal Requirements**

- 4.1 Updated procedures and processes for application submissions, reviews and approvals
- 4.2 Develop required application forms

##### *Task 4 Deliverables*

- *Required updates for procedures and processed and required forms*

#### **Task 5 – Draft Update for Public Comment and Planning Board**

- 5.1 Develop draft update of regulations including text, graphics and tables as required
- 5.2 Review with City Staff and revise
- 5.3 Develop and implement public comment review process
- 5.4 Present draft to Planning Board

##### *Task 5 Deliverables*

- *Development of draft regulations and presentation to staff, public and planning board*

#### **Task 6 – Finalize Regulations**

- 6.1 Finalize regulations based on feedback from City staff, public and Planning Board
- 6.2 Present final regulations to Planning Board

##### *Task 6 Deliverables*

- *Final Regulations*

#### **Exclusions**

- **Attorney review – This proposal that the City will use in-house counsel or an on-call attorney to review the proposed updated regulations on behalf of the City.**

October 18, 2018

Ms Amanda Chiancola, AICP, Senior Planner, City of Salem, MA  
Page 4 of 5

Reference: Request for Proposal (RFP) for City of Salem Subdivision Regulation Update

### **SCHEDULE**

We understand that the City requires that the revised recommendations be finalized by June 1, 2019 to meet grant funding timelines. Assuming an award on or around November 1, 2018, we propose the following outline schedule. Please note that we would work with City staff on identifying target Planning Board dates for the initial and final presentations (first and third Thursdays of each month) and tailor the schedule around those:

Task 1 – Research and Preparation –	November 1, 2018 – December 1, 2018.
Task 2 – Design Standards -	December 1, 2018 – Feb 1, 2019
Task 3 – Performance Guarantee -	February 1, 2019 – March 1, 2019
Task 4 – Update Application and Submittal Req's -	February 1, 2019 – April 1, 2019
Task 5 – Draft Regulations Update -	February 1, 2019 – April 1, 2019
City Staff Meeting – Early April	
Planning Board presentation – April 4 or 18	
Task 6 – Finalize Regulations -	April 1, 2019 – June 1, 2019
Planning Board Presentation – May 2 or 16	

### **COMPENSATION**

In accordance with our Contract Agreement #R-50(F) dated April 4, 2016, as amended, compensation shall be at current City of Salem hourly billing rates (see attached). Not to exceed amounts by task are as follows:

<b><u>Task</u></b>	<b><u>Fee</u></b>
Task 1 – Research and Preparation	\$ 7,500
Task 2 – Design Standards	\$13,500
Task 3 – Performance Guarantee	\$ 2,500

Design with community in mind



October 18, 2018

Ms Amanda Chiancola, AICP, Senior Planner, City of Salem, MA  
Page 5 of 5

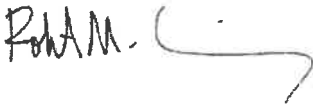
**Reference: Request for Proposal (RFP) for City of Salem Subdivision Regulation Update**

Task 4 – Update Application and Submittal Requirements	\$12,000
Task 5 – Draft Update for Public Comment and Planning Board	\$16,000
Task 6 – Finalize Regulations	\$ 6,000
Expenses	<u>\$ 2,500</u>
Total	\$60,000

Thank you for the opportunity to submit our proposal for this project. Please let us know if you have any questions or require additional information. We look forward to the opportunity to meet with you and discuss our proposal.

Regards,

**Stantec Consulting Services, Inc.**



**Robert Corning, RLA**  
Senior Principal

Phone: 617 654-6018  
Bob.corning@stantec.com@stantec.com

**BC 1794 - SCHEDULE OF BILLING RATES 2018**

Billing Level	Hourly Rate	Description												
7	\$105	<b>Senior Administrative or First Level Professional Position</b> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced assignments or procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment												
8	\$115													
9	\$125	<b>Qualified Professional Position</b> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures												
10	\$130													
11	\$140	<b>Fully Qualified Professional Position or First Complete Level of Specialization</b> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines and design standards to address unusual problems or issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Works independently to interpret information and resolve difficulties												
12	\$145													
13	\$155	<b>Highly Specialized Technical Professional or First Level Supervisor</b> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions concerning design methods and solutions <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Interacts with client and internal project team members												
14	\$160													
15	\$180	<b>Senior Level Management or Supervisor of Groups of Professionals</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Monitors project scope, schedule, budget and reviews and evaluates technical work <input type="checkbox"/> Primary client contact on all matters, including policy recommendations, work methods, and financial controls												
16	\$200*													
17	\$200*	<b>Senior Level Management Under Review by Senior Vice President or Higher</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects												
18	\$200*													
19	\$200*													
<b>Field Inspection/ Survey Crew</b>		<table border="1"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$140</td> <td>\$210</td> </tr> <tr> <td>2-Person</td> <td>\$220</td> <td>\$330</td> </tr> <tr> <td>3-Person</td> <td>\$300</td> <td>\$450</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$140	\$210	2-Person	\$220	\$330	3-Person	\$300	\$450
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$140	\$210												
2-Person	\$220	\$330												
3-Person	\$300	\$450												

\* 2018 Rate Cap for Levels 16, 17, 18 and 19



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CITY OF SALEM, MA - LIVE

P 1  
| po inquiry

PURCHASE ORDER

06002436-00 FY 2019 H

BILL TO

PUBLIC SERVICES

5 JEFFERSON AVENUE  
SALEM, MA 01970

VENDOR

SALEM SHEET METAL INC.

96 WENHAM STREET

DANVERS, MA 01923

SHIP TO

PUBLIC SERVICES H

5 JEFFERSON AVENUE  
SALEM, MA

01970

Tel# 978-744-7300  
Fax# CELL #978-744

Requisition  
2775

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
08/28/18	004642	08/27/18		PUBLIC SERVICES

POST-IT NOTES

Per Dave Knowlton Repair for the chronically leaking roof at 5 Jefferson. Includes : seal epidermal tar gravel connection, apply membrane seal, repair corner section and clean up of debris.

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Roof Repair for the DPW	1.00	EACH	3275.000	3,275.00
				PO TOTAL	3,275.00

\*\* END OF REPORT - Generated by David Knowlton \*\*

City of Salem, Massachusetts



Invitation for Bids

IFB No. 19-19-230

**DOOR UNIT REPLACEMENT AT PUBLIC WORKS  
DEPARTMENT, SALEM, MA**

October 24, 2018

**BIDS DUE:**

**November 15, 2018  
11:00 AM**

\*Late bids will be rejected

Thomas P. Watkins  
Purchasing Agent  
93 Washington Street, 3<sup>rd</sup> Floor  
Salem, MA 01970  
[twatkins@salem.com](mailto:twatkins@salem.com)  
(978) 619-5696

## SPECIFICATIONS/SCOPE OF WORK

The City of Salem is seeking to purchase the services to remove the six (6) outswing existing steel exterior doors and frames and fabricate, deliver and install, six (6) inswing exterior steel flush door units with steel frame, entry lever hardware and closing hardware as specified in the Bid Documents for the Salem DPW Garage located at 5 Jefferson Avenue, Salem, Massachusetts. Additionally, remove one (1) interior wood door slab, and deliver and install one (1) solid core wood door slab utilizing the existing jamb with new entry lever hardware and door closer into the existing frame. The contractor shall paint a thirty-six inch (36") by thirty-six inch (36") square yellow box on the interior slab of the building. The center line of the square shall be set on the center line on the interior of the door and set six inches (6") off the interior threshold.

This IFB shall describe a complete project with all manufacturers' standard equipment. The City seeks to achieve competitive pricing for similar services *from* various manufacturers/Contractors. The specifications included with this IFB shall describe the minimum qualifications to fit our needs. Products, which meet and/or exceed these qualifications, may be considered.

### Buy American .1605 Of Pub. L. 111

(a) None of the Covered Funds provided under this Grant may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. All submittals for products must be approved by Owner.

### Wage Rates- 1606 of Pub.L 111-5

This is a prevailing rate job. Successful Contractor shall supply Certified Payrolls on a weekly basis to the Owner.

Any subcontractor or sub grantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

The fabricated six (6) exterior steel doors shall be a finish as noted above. The one (1) interior door slab to be replaced shall be a finish as noted prior. All doors and frames shall be "factory painted" in a controlled environment, paint 'Gray' as approved by owner. All hardware shall be industrial grade entry hardware, including hinges, closers, thresholds and lever handles to match existing. All locks shall be keyed the same to work with the current buildings key system, to be purchased and coordinated with the Owners representative.

## PROGRESS OF WORK

- A. The Contractor shall arrange his work so that at no time will it cause unnecessary interruption to the operation of existing facilities, streets, and community at large. To this end, the Contractor shall prepare and submit to the City for approval a complete detailed working schedule setting forth the sequencing of operations he proposes to follow.
- B. No work is allowed on the dates of December 24, 2018, December 25, 2018, December 31<sup>st</sup> 2018, January 1, 2019, and January 21, 2019.
- C. Working hours: All local work time and noise ordinances shall apply to this project.



IFB No. 19-19-230 : Door Unit Replacement at Public Works Department November 15, 2018 @ 11:00 AM

Bidder	Addenda	Cepts	Bid Bond	Base Bid	Alternate #1 (mental slab door)	Grand Total
Capovigna Const.	✓	✓	NA	\$ 13,300.00	\$ 495.00	\$ 19,295.00
AER Construction	✓	✓	NA	\$ 19,850.00	\$ 1600.00	\$ 21,450.00
NE School Services Inc	✓	✓	NA	\$ 18,000.00	\$ 2700.00	\$ 20,700.00
Baystate	✓	✓	NA	\$ 18,500.00	\$ 500.00	\$ 19,000.00

I hereby certify that the above list is complete and accurate. Signed under the pains and penalties of perjury on this 15th day of November, 2018

*[Signature]*  
 Chief Procurement Officer

*[Signature]*  
 Witness



Salemohd@aol.com Fax # 978-745-8894 Phone # 978-741-3436 11/28/2018

**Salem Overhead Door Co. Inc.**  
 337 Bridge Street  
 Salem, MA 01970

**Pending Estimate**

Estimate #  
**1087**

Business Hours: Monday - Friday, 8AM-4PM

**\* PLEASE BE ADVISED \*  
 ESTIMATES ARE ONLY VALID FOR: 60 DAYS!  
 YEARLY PRICE INCREASES, APPLY ANNUALLY!**

Bill To / Ship To
City Of Salem 120 Washington St Salem, MA 01970

Job Site / Contact Information
Steve 978-745-2676 978-265-8893 5 Jefferson Avenue Salem, MA 01970

P.O. No.	Terms	Net 30	Qty	Price Each	Total
<b>Description</b>					
<b>FURNISH AND INSTALL</b>					
T5011 Liftmaster Commercial Continuous Duty Electric Opener Complete: Remove, Haul, and Dispose of existing opener. Installation of new in same off set position. Reconnect existing 3 button station. Furnish and program 1 remote and 1 keyless entry,			1	1,825.00	1,825.00T
THANK YOU					

**WARRANTY:** \*SERVICE REPAIR: 90 Day Warranty on Installed Item ONLY (Does NOT Apply to Labor Rates.) \*ELECTRICAL OPENER INSTALL: 1-Year 100% Parts & Labor (See Below Exclusions Apply.) \*RESIDENTIAL COMPLETE DOOR INSTALL: 3-Years 100% Parts & Labor Warranty on a NEW Residential Door (Warranty Does NOT Apply to All Makes & Models.) \*COMMERCIAL COMPLETE DOOR INSTALL: 1-Year 100% Parts & Labor Warranty on a NEW Commercial Door. (Warranty Does NOT Apply to All Makes & Models.) \*EXCLUSIONS: Remotes, Keyless Entries, Pre-Existing Electrical Operators, Programming, Troubleshooting, Photo Eye Reversal System, Unleveled or Uneven Flooring, New & Existing Spring Set Up. This warranty does not apply to any unauthorized alteration or repair or component which has been damaged or deteriorated due to misuse, neglect, accident, failure to provide necessary maintenance, normal wear & tear, or acts of God & Mother Nature, or any other causes beyond the reasonable control of Salem Overhead Door Co., Inc.

<b>Subtotal</b>	\$1,825.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$1,825.00

**Approval Signature:**

I, hereby acknowledge all work stated above is satisfactory with no revisions &/or disputs.  
 I, give Salem Overhead Door authorization & approval to proceed however needed, if need be.  
 All property remains that of Salem Overhead Door Co. until balance is paid in full!

**ALL COMMERCIAL WIRING (HIGH & LOW VOLTAGES) TO BE DONE BY LICENSED ELECTRICIAN; PRE & POST THE INSTALLATION!**



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

In anticipation of the upcoming opening of ATG for recreational marijuana sales later this month the City, the Salem Police Department, and ATG, in partnership with the City of Peabody and the MBTA, are undertaking a number of pro-active steps to try to help manage customer traffic flow and parking concerns, public safety impacts, and other related challenges. While ATG will not likely see the same volume of customers that the first two retailers did elsewhere in Massachusetts, we are nevertheless preparing for the possibility that they might.

To that end, one of the many actions we are taking is to preserve resident parking in the surrounding neighborhood and to direct customer parking to either the ATG site itself or, more preferably, to their satellite parking lot. The enclosed Order establishes temporary resident parking only zones on several of the surrounding streets. Other streets already have resident or no parking restrictions, or will be subject to temporary no parking restrictions imposed by Police order.

We will provide residents of these streets with temporary hang tags for their vehicles so that they may continue to park in these areas at their convenience. This Order will end once the Chief of Police has decided that the traffic and parking volumes from ATG's customers has diminished to a reasonable level. This Order comes with the recommendation of the Police Department's Traffic Division Commander and the Chief, and the Ward Councillor has been briefed on this plan, as well. I encourage its adoption at your meeting tonight so that we can proceed to distribute the hang tags and post these streets sufficiently in advance of ATG commencing retail sales later this month.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem





**City of Salem, Massachusetts**  
**Police Department Headquarters**  
**95 Margin Street, Salem, Massachusetts 01970**

**Mary E. Butler**  
**Chief of Police**

November 29, 2018

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

Re: Request for Temporary Resident Parking – Mason Street area

Dear Mayor Driscoll and City Councillors:

I am writing to you to respectfully request temporary resident parking restrictions be posted in the Mason Street area in order to assure that we minimize the volume of traffic and parking on the specific streets/areas identified below in order to provide adequate flow of traffic and adequate parking for our residents, as well as, reduce the probability of accidents due to parking congestions.

As you may be aware, Alternative Therapies Group (ATG) received their license from the Cannabis Control Commission recently and are awaiting a final inspection before proceeding with adult retail marijuana sales at their 50 Grove Street facility. It is anticipated that the approval to begin selling may occur by the second week of December. In preparation for the sales for the only adult retail marijuana facility in a 70+ mile radius, we have begun reviewing preparations plans with ATG and determining the needs in the immediate area of the facility.

During our review, we have established that the immediate neighborhoods could be impacted by patrons to the facility, not dissimilar from the experiences of Leicester, MA within the past week. The streets in the general vicinity of the facility are relatively narrow and additional vehicles parking in these areas can and will result in traffic delays and increase the probability of accidents, both vehicular and pedestrian. I believe it is prudent to address this before the accidents occur or traffic is bottlenecked in the area.

I am proposing the following areas to be posted as Temporary Resident Parking only:

*Mason Street, from Grove Street to Flint Street*

*Beaver Street, from Silver Street to Goodhue Street*

*Off Street Parking Lot on Mason Street at Flint Street (the bottom of Mack Park) and*

*Off Street Parking Lot on Flint Street near Bridge Street (across from Landry and Arcari)*

As it is unclear how long ATG will be the only adult retail marijuana facility within the area, I would request that the restriction remain in effect until a time when I can determine it is no longer necessary and in the best interest of the residents and City to lift the restrictions.

Thank you for your time and consideration of this request.

Sincerely,

Mary E. Butler  
Chief of Police

Cc: Captain Conrad Prosniewski, Executive Officer  
Lieutenant David Tucker, Traffic Supervisor









# CITY OF SALEM

In City Council, December 6, 2018

## Ordered:

There are hereby established emergency temporary parking restrictions allowing Salem Resident Only parking on the following streets and parking lots:

Beaver Street from Silver Street to Goodhue Street

Mason Street from Flint Street to Grove Street

Two off-street lots on Mason Street, one at Flint and Mason Streets and one adjacent to 115 Mason Street

Two off-street lots on Flint Street at Oak Street

Be it further Ordered that this Order shall remain in effect until notice is provided to the City Council by the Chief of Police that this emergency measure is no longer necessary. At such time, this Order shall be automatically rescinded.



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll

Mayor

December 6, 2018

Salem City Council  
93 Washington Street  
Salem, MA 01970

Ladies and Gentlemen of the City Council

I am writing to respectfully request that you issue a resolution to authorize the City to file and accept a Parkland Acquisitions and Renovations for Communities (PARC) Grant from the Commonwealth of Massachusetts to renovate Gallows Hill Park. This resolution is required by the Commonwealth in order for any PARC grant funds to be awarded for this project.

The City first identified improvements to Gallows Hill Park in its 2015 Open Space & Recreation Plan. Through subsequent consultation with the skating and baseball communities and outreach to the general public, several key upgrades have been identified. Proposed improvements include reconstruction of the Brennan Memorial Skate Park, expansion of the baseball field to high school size, and circulation and accessibility upgrades to enhance access to the park from the surrounding neighborhoods.

If awarded, the PARC Grant will reimburse the City for up to \$400,000 of the project cost. While the PARC program requires that the City commit to funding the entire project, the proposed resolution is contingent on the City being awarded the grant. We will follow up with the Council with a specific proposal for any project funding required beyond the grant amount in order to complete these planned improvements.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem



# CITY OF SALEM

In City Council,

## Resolved

**A RESOLUTION TO FILE AND ACCEPT GRANTS WITH AND FROM THE  
COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF ENERGY  
AND ENVIRONMENTAL AFFAIRS FOR THE PARC PROGRAM FOR  
IMPROVEMENTS TO GALLOWS HILL PARK**

Whereas: Gallows Hill Park is by and far a community wide asset and the preservation and improvements to this facility are a City priority as evidenced in the most recent Open Space and Recreation Plan; and

Whereas: The Gallows Hill Park renovation will greatly enhance this facility with a renovated skate park, upgraded athletic field, and improved trail network, etc.;

Whereas: This overall cost and fiscal budget constraints prevented the City from proceeding forward with implementation of the project; and

Whereas: The project was instead viewed as feasible only when fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and

Whereas: The Executive Office of Energy and Environmental Affairs (EOEEA) is offering reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the PARC Program, Chapter 933 Acts of 1977, as amended; and

Whereas: The project will cost a total of \$851,877.00

NOW, THEREFORE, BE IT

1. That the Mayor be and is hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs; and
2. That the Council hereby appropriates \$851,877.00 to implement the project, to be reimbursed up to a maximum amount of \$400,000 by the Executive Office of Energy and Environmental Affairs; and
3. That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the Department of Planning and Community Development; and
4. That Gallows Hill Park is dedicated to park purposes under M.G.L. chapter 45, section 3; and
5. That this resolution shall take effect upon the EOEEA's announcement of the awarding of said PARC Grant and be null and void in the event no grant is awarded.



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed is an Order to accept the provisions of Section 4, Chapter 73, of the Acts of 1986 for Fiscal Year 2019.

The section of state law allows for additional tax exemptions to be granted to widows, elderly, veterans, and blind property owners. In accordance with this section of the special acts, acceptance by the local appropriation authority is required each year in order to maintain these exemptions for the qualifying eligible groups.

Salem has accepted these exemptions every year since FY2009 and in that time period we have enabled close to 3,500 exemptions to be claimed by veterans, widows, and certain elderly and disabled residents. Those exemptions have resulted in these most needy of our population saving around \$3 million on their tax bills.

I strongly recommend adoption of the attached Order so that we may continue to provide the maximum benefit allowable under state law for our residents who are most in need.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem





# CITY OF SALEM

In City Council December 6, 2018

## Ordered:

That the Mayor and City Council accept the provisions of Section 4, Chapter 73 of the Acts of 1986 for Fiscal Year 2019, and that such additional exemptions granted be 100% of the statutory exemption amounts, provided all other qualification specified in said Section 4, Chapter 73 of the Acts of 1986 are met.



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

As you are aware, at the beginning of the fiscal year we approve a budget for the Witch House, Golf Course, and Harbormaster operations that ensures these facilities are fully funded. Each of these departments collect revenues, which we then utilize when setting the tax rate. We typically "sweep" our receipts reserved accounts and apply those revenues to help keep the tax increase as low as possible.

Enclosed herewith are requests to transfer the sum of \$1,337,058 from receipts reserved to be applied to reduce the gross amount to be raised by taxation for Fiscal Year 2019. \$272,058 is derived from Witch House revenues, \$780,000 from the golf course, and \$285,000 from Harbormaster receipts.

These appropriations will help reduce the amount raised by taxation, pending adoption of the recommended tax rate by the City Council. I recommend passage of the accompanying Order so we can continue to work to keep taxes as manageable as feasible for our residents.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem



# CITY OF SALEM

In City Council,

December 6, 2018

**Ordered:**

That the sum of One Million, Three Hundred and Thirty-Seven Thousand and Fifty-Eight Dollars (\$1,337,058.00) is hereby appropriated from the following "Receipts Reserved for Appropriation" accounts to reduce the gross amount to be raised by taxation when the Fiscal Year 201 tax rate is set in accordance with the recommendation of Her Honor the Mayor.

Description	Amount
Receipts Reserved - Witch House	272,058.00
Receipts Reserved - Golf Course	780,000.00
Receipts Reserved - Harbormaster	285,000.00
<b>Total</b>	<b>1,337,058.00</b>



## City of Salem, Massachusetts

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

**Kimberley L. Driscoll, Mayor**

**Laurie A. Giardella, Finance Director**

---

November 1, 2018


Honorable Salem Mayor Kimberley Driscoll  
Salem City Hall  
Salem, Massachusetts

Dear Honorable Mayor Driscoll:

Enclosed herewith is a request to transfer one million, three hundred thirty seven thousand and fifty eight Dollars (\$1,337,058.00) from Receipts Reserved for Appropriation accounts to reduce the amount to be raised by taxation when setting the Fiscal Year 2019 tax rate.

Please let me know if you'd like to discuss further.

Regards,



Laurie A. Giardella  
Finance Director

Enclosures

**CITY OF SALEM**  
**REDUCE TAX RATE REQUEST**

Date 11-1-18

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Transfer From: 24371-4800 Desc: R/Res Witch House

Amount: \$ 272,058.00

Transfer From: 24361-4800 Desc: R/Res Golf Course

Amount: \$ 780,000.00

Transfer From: 24341-4800 Desc: R/Res Harbormaster

Amount: \$ 285,000.00

**Reason:** To Reduce the gross amount to be raised by taxation when the FY tax rate is set.

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*For Finance Dept and Mayor's Use Only:*

- Receipts Reserve – City Council Approval Current Fund Balance: \_\_\_\_\_  
Witch House
- Receipts Reserve – City Council Approval Current Fund Balance: \_\_\_\_\_  
Golf Course
- Receipts Reserve – City Council Approval Current Fund Balance: \_\_\_\_\_  
Harbormaster

**Recommendation:**

Approved  Denied

  
\_\_\_\_\_  
Finance Director

---

Processed: Date: \_\_\_\_\_ By: \_\_\_\_\_

CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

As you know free cash results from unanticipated new growth and revenues. While some is deposited per our City's finance policies into reserve accounts or held for emergencies, we always work to return as much as possible to taxpayers by using a portion to reduce the amount raised by taxation. Enclosed herewith is a request to transfer the sum of \$1,700,000 from free cash to reduce the gross amount to be raised by taxation for FY 2019.

This free cash appropriation will save Salem property taxpayers additional money this coming year, pending adoption of the tax rate by the City Council. I recommend passage of the accompanying Order to help reduce the burden on Salem taxpayers.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem



# CITY OF SALEM

In City Council,

December 6, 2018

**Ordered:**

That the sum of One Million Six Hundred and Ninety-Four Thousand Four Hundred and Twenty-Nine Dollars (\$1,700,000.00) is hereby appropriated from the "Fund Balance Reserved for Appropriation – Free Cash" account (1-3245) to reduce the gross amount to be raised by taxation when the Fiscal Year 2019 tax rate is set in accordance with the recommendation of Her Honor the Mayor.



## City of Salem, Massachusetts

Finance Department  
93 Washington Street  
Salem, MA 01970  
[www.salem.com](http://www.salem.com)

**Kimberley L. Driscoll, Mayor**

**Laurie A. Giardella, Finance Director**

---

December 3, 2018

Honorable Salem Mayor Kimberley Driscoll  
Salem City Hall  
Salem, Massachusetts

Dear Honorable Mayor Driscoll:

As previously reviewed, attached is a request to reduce the tax rate in the amount of \$1,700,000 from Free Cash certified on November 1, 2018, by the Mass. Dept of Revenue Division of Local Services in the amount of \$5,949,483. This request will effectively minimize the residential and commercial tax rate impact by offsetting the tax rate of the residential and commercial taxpayers.

Please let me know if you'd like to discuss further.

Regards,

A handwritten signature in black ink, appearing to read "Laurie A. Giardella", written over a horizontal line.

Laurie A. Giardella  
Finance Director

Enclosures



**CITY OF SALEM**  
**REDUCE TAX RATE REQUEST**

Date 12-3-18

Transfer From: 1-3245 Desc: Free Cash

Amount: \$ 1,700,000.00

Reason: To Reduce the gross amount to be raised by taxation when the FY tax rate is set.

*For Finance Dept and Mayor's Use Only:*

Free Cash – City Council Approval

Current Fund Balance: 3,177,269.00  
Free Cash

12/3/18  
*(Signature)*

**Recommendation:**

Approved       Denied

*(Signature)*  
Finance Director

Processed:      Date: \_\_\_\_\_      By: \_\_\_\_\_

CO # \_\_\_\_\_      JE#: \_\_\_\_\_      Transfer #: \_\_\_\_\_





## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Pursuant to state law, the Board of Assessors maintains an overlay account to fund anticipated abatements and exemptions of committed real and personal property taxes. Excess funds in this account, called the surplus overlay, are available to be applied to the general fund and thereby reduce the amount necessary to be raised by taxation.

Our current surplus overlay totals \$200,000, which we are recommending be so applied in order to reduce the FY2018 tax rate and help save Salem taxpayers additional money. Please know that these are surplus funds certified by the Board of Assessors, and does not diminish their ability to fund any anticipated abatements and exemptions for this fiscal year.

I recommend adoption of the enclosed Order, to reduce the amount raised by taxation by \$200,000.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Driscoll", written in a cursive style.

Kimberley Driscoll  
Mayor  
City of Salem



# CITY OF SALEM

In City Council,

December 6, 2018

**Ordered:**

That the sum of Two Hundred Thousand Dollars (\$200,000.00) is hereby appropriated from the Overlay Surplus account to reduce the gross amount to be raised by taxation when the Fiscal Year 2019 tax rate is set in accordance with the recommendation of Her Honor the Mayor.



## City of Salem, Massachusetts

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

**Kimberley L. Driscoll, Mayor**

**Laurie A. Giardella, Finance Director**

---

December 3, 2018

Honorable Salem Mayor Kimberley Driscoll  
Salem City Hall  
Salem, Massachusetts

Dear Honorable Mayor Driscoll:

Enclosed herewith is a request to transfer Two Hundred Thousand dollars (\$200,000) from the Overlay Surplus account to reduce the amount to be raised by taxation when setting the Fiscal Year 2019 tax rate.

Please let me know if you'd like to discuss further.

Regards,

A handwritten signature in cursive script, appearing to read "L. Giardella", written in black ink.

Laurie A. Giardella  
Finance Director

Enclosures



CITY OF SALEM, MASSACHUSETTS  
ASSESSING DEPARTMENT

93 WASHINGTON STREET  
SALEM, MA 01970  
TEL. 978-619-5608  
FAX. 978-744-2069  
ASSESSORS@SALEM.COM

MAYOR  
KIMBERLEY DRISCOLL

DIRECTOR  
DEBORAH A. JACKSON  
BOARD OF ASSESSORS  
RICHARD W. JAGOLTA, JR.  
DAMIAN JOHNSON  
ROBERT MILLERICK

November 29, 2018

Laurie Giardella  
Finance Director

Dear Mr. Giardella:

Per the vote by the Board of Assessors for the City of Salem on November 29, 2018, the Assessing Department hereby informs you that the following amounts are free to be transferred to the general fund from the overlay fund. The figures below represent current overlay amounts minus estimated outstanding potential liabilities.

FY	Overlay - FY2019	Potential liabilities	Amount to transfer to general fund
15	\$293,696.64	\$193,696.64	\$100,000.00
18	\$324,784.52	\$224,784.52	\$100,000.00

Please contact this office if you have any questions.

Deborah A. Jackson  
Director

**CITY OF SALEM**  
**REDUCE TAX RATE REQUEST**

Date 12/3/18

Transfer From: 1-3220 Desc: Overlay Surplus

Amount: \$ 200,000.00

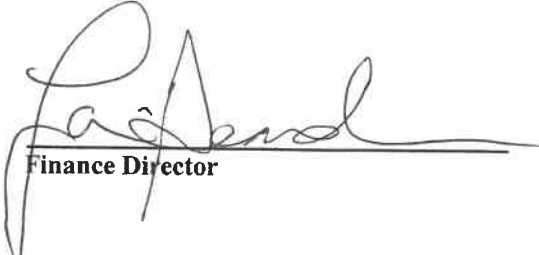
**Reason:** To Reduce the gross amount to be raised by taxation when the Fiscal Year tax rate is set.

*For Finance Dept and Mayor's Use Only:*

Overlay Surplus – City Council Approval    Current Balance: \_\_\_\_\_  
Overlay Surplus

**Recommendation:**

Approved     Denied

  
\_\_\_\_\_  
Finance Director

Processed:    Date: \_\_\_\_\_    By: \_\_\_\_\_

CO # \_\_\_\_\_    JE#: \_\_\_\_\_    Transfer #: \_\_\_\_\_



## **CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll  
Mayor**

December 6, 2018

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Each year the City Council must vote to set the residential tax factor and thereby set the tax rate for the fiscal year. In Massachusetts, Proposition 2 ½ caps new property taxes at no more than 2.5% of the previous year's levy. This year, the tax rate – \$15.10 for residential and \$29.54 for commercial – is once again under the City's allowable levy limit, with excess levy capacity of \$4.13 million, validating our City's responsible approach to budgeting and managing public finances. We continue to maintain a generally low tax bill increase over time, as well, with the average increase over the last nine years for the average single-family taxpayer in Salem coming in at 3.3%

Based on the rates above, the change in the average single-family tax bill will be \$230.06 (4.1%), the average condominium unit change will be \$281.04 (5.0%), the average two-family change will be \$273.18 (4.9%) per unit, and the average three-family change will be \$197.93 (3.5%) per unit. The average commercial property tax bill change will be \$400.08 (7.1%). In an effort to keep property taxes as reasonable as possible, I have also attached separate appropriation order submittals to apply revenues from free cash and receipts reserved accounts, as has been our usual practice, to help reduce the total amount to be raised through taxation and thus lessen the amount to be raised from Salem property taxpayers by \$3,237,058.

Salem is a desirable community in which to live and our strengthening property values reflect the increasing demand for property here. Property values also have an impact on tax bills and changes in those tax bills are partly reflective of changes in property values. In terms of change over the average value from the last fiscal year, single family homes average values are up 6.0%, residential condos are up by 8.9%, two-family homes are up by 5.6% per unit, 3-family homes are up by 3.7% per unit, and commercial property is up by 3.7%. Overall, property value changed by 7.9% city-wide. In all classifications, with the exception of commercial property, the change in property value outpaces the change in the average tax bill.



As you know, while Salem is seen as a leader across the Commonwealth in terms of ability to find and secure grants, it is property taxes that pay most of the cost of the City services our residents rely upon: fully staffed Police and Fire Departments, who keep us safe during routine times and emergencies; funding of our schools and our students, who continue to work hard on improving their achievements in preparation for serving as the next generation of leaders in our city, and efforts to expand maintenance of our parks, streets and sidewalks, while also supporting our fantastic library – one of the busiest in the North of Boston Library Exchange – and our new Community Life Center, which abounds with activity.

While property tax dollars help to fund the lion's share of these necessary expenditures, we always strive to manage the overall tax burden on our City's homeowners and I am proud that we have never needed or sought a Proposition 2 ½ override. We seek efficiencies and opportunities for regionalization or streamlining. We look to technology and performance improvement strategies to reduce the cost of doing business. The most powerful tool at our disposal, however, is responsible, sensible private development that adds to our tax base. This is why we have advocated for the appropriate redevelopment of sites such as the former courthouses, the vacant power plant property, and the under-utilized and vacant former industrial parcels that comprise the North River Canal Corridor. I am extremely pleased that certified new growth this fiscal year is \$1,500,919. While this new growth figure is slightly less than what we saw in FY2018, it still exceeds the growth we saw in any other year prior to that since I first took office and exceeds our sixteen-year average by a full 42%. For every dollar in new growth, that is one less dollar that is coming from existing property owners to fund local government expenditures.

We have sought to export our tax burden to visitors where possible, by supporting the development of new hotels and the extension of lodging taxes to short-term rentals. Even the new 3% adult-use cannabis local excise tax will, to a large extent, likely be borne by visitors to our community.

We have been extremely pro-active in pursuing grant opportunities whenever they become available. Since the start of my administration in 2006 we have successfully received over \$150 million in state and federal grants. Just about one-fifth of our revenues is aid from the state, however state aid is not increasing at the same rate as state assessments. State aid increased by 0.6% this year, but was outpaced by state charges, which increased by 2.3%. This is clearly not sustainable. When it comes to the unfunded charter school reimbursement by the state, Salem's aid dropped by a considerable 27%, over \$266,000, to around the same reimbursement level we saw in FY2011. We need a stronger partner at the state level, to fully fund the charter school funding formula and to push for a long overdue and more fair adjustment to the SESD PILOT to accurately reflect inflation. I know that we can count on our own legislators to be positive leaders on these important issues.

We also work to have meaningful partnerships with our anchor institutions and non-profits, including our tax agreement and CBA with Footprint, investments in our schools and neighborhoods from SSU, and discussions about expanded community support from NSMC, and our ongoing push for a nearly two decades' over-due adjustment in our SESD PILOT. Salem is a better place for our anchor institutions, which certainly have a collective positive economic

impact on our community; however, because they are tax-exempt, we must also balance the impact of around 14% of our property values being off the tax rolls. Some of that impact will be aided by negotiations on host community agreements with the forthcoming adult-use cannabis retailers that we expect will be opening in the coming year.

One of the biggest challenges we continue to face is pressure from reductions in revenues and increases in fixed costs. Our general City budget grew by only 3.6% this fiscal year, however more than half of that increase – 54% - was due to increases in fixed costs such as state charges, health insurance costs, Medicare, worker's compensation, debt payments, and municipal insurance.

As we set our tax rate for the current fiscal year, the recommendation is to set our CIP split at 1.70, making the residential factor 0.868800. Without this CIP split, our residential property taxpayers will bear a substantial and, in my view, unfair increase in their share of our property tax levy. We should not allow this to happen and, therefore, this shift in the tax split is warranted.

The vision for our City laid out in our annual budget, and continued with this tax proposal, reflects our collective desire to keep Salem a vibrant, thriving community that delivers quality public services in as efficient and affordable a manner as possible. When I took office, we faced a \$3.5 million deficit. We spent all our savings just to keep the lights on and were forced to borrow money to pay normal operating expenses. We have worked collaboratively over the last decade to eliminate prior deficits, improve city finances, and balance our books with an eye on both the needs of today and our aspirations for the future. It has not always been easy. Just as we emerged from those local fiscal trials in 2007 our national economy spiraled into a recession.

But whatever the cause of our challenges, we weathered them and are today stronger and better positioned than ever, with record growth, a vibrant local economy, record bond ratings, and award-winning balanced budgets. Our City's bond rating from Standard & Poor's was upgraded five years ago to AA, the highest in the City's history. In their most recent ratings report the agency cited our financial stability and conservative budgeting practices in affirming that strong rating. This is validation that Salem's fiscal policies are of the highest standard and that the path we have set for ourselves is the correct one for our community.

Sincerely,



Kimberley Driscoll  
Mayor  
City of Salem