SALEM HOUSING
AUTHORITY

Cathy Sheehan, Executive Director

2026 OCT -8 AM 11:41
CITY CLERK
SALEM, MASS

Main Office and Public Housing Department
27 Charter Street, Salem, MA 01970

Section 8 Department & Procurement/Modernization
136 Canal Street, Suite 2, Salem, MA 01970

Telephone: 978-744-4431 Fax: 978-744-9614
Website: www.salemha.org

October 7, 2026

This notice posted on "official Bulletin Board" City Hall, Salem, Mass. on October 8, 2026 at 11:41AM in accordance with MGL Chap. 30A Sections 18-25.

Maureen Fisher, Acting City Clerk
Office of the Clerk
City Hall, 93 Washington Street
Salem, MA 01970

Dear Ms. Fisher:

In accordance with Chapter 30A, Section 20 of the General Laws, Notice of a **REGULAR MEETING** of the **SALEM HOUSING AUTHORITY** to be held on **WEDNESDAY, OCTOBER 14, 2026 at 6:00 p.m.** at a development of the Authority located at Pioneer Terrace Community Room, Salem, Massachusetts is hereby posted.

Hybrid Meeting Notice: Members of the public are welcome to attend this in-person meeting at the Salem Housing Authority to wit: he Pioneer Terrace Community Room, Salem, MA or via the remote zoom webinar invite provided below. Please note that the in-person meeting will not be suspended or terminated if technological problems interrupt the remote connection.

Zoom webinar Invite:

When: Oct 14, 2026 06:00 PM Eastern Time (US and Canada)
Topic: Salem Housing Authority Board of Directors Regular Meeting, Wednesday, October 14, 2026 at 6:00 p.m.

Join from PC, Mac, iPad, or Android:
https://us02web.zoom.us/j/82274712162?pwd=scw529dbQMAxQqpeNuwcAjBZPby7dY.1
Passcode:775245

Phone one-tap:
+13017158592,,82274712162#,,,,*775245# US (Washington DC)
+13052241968,,82274712162#,,,,*775245# US

Join via audio:
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US

+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 9128 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
Webinar ID: 822 7471 2162
Passcode: 775245
International numbers available: https://us02web.zoom.us/u/kdY5fx81SP

The Chair anticipates that the matters outlined in the agendas below will be addressed, as well as any other unforeseen business that may lawfully come before it.

AGENDA FOR THE
REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, OCTOBER 14, 2026
6:00 p.m.

I. Call Meeting to Order
II. Roll Call
III. Acceptance of the Minutes of Previous Meeting(s)

- Acceptance of Minutes of the Special Meeting of September 16, 2026

IV. Tenant/Public Engagement
V. Report of the Executive Director

- Executive Director Report – October 2026

VI. Report of the Tenant Representative
VII. Communications

- Mass NAHRO Newsletter – October 2026
  Updated Waitlist
- SHA Department Reports (Vacancy Report, State and Federal, CHAMP Report, Modernization Report, Voucher Report, Family Self-Sufficiency Program Report (Federal) (Quarterly), Future Forward Report State Self-Sufficiency Program, Resident Service Coordinator Reports, Maintenance Report for Month of September 2026) ,

Elevator Operations Report August 2026, and Pre-2004 Section 8 Monies (Quarterly Report)

- Mandatory Board Member Training Reminder (Veronica Miranda, expires 8/8/28, Romell Kidds expires 7-24-26 deadline to complete 9/1/2026), Aaron Paternoster, expires 4-26-27, Emily Ullman expires 10-8-27 and Patricia Morsillo expires 2-21-28)
- Flyers for Free Laptops and Digital Readiness Bootcamp at various developments.

VIII. Reports of the Committees

IX. Recommendations of the Chair

X. Report of the Treasurer

- Bills for the period September 1, 2026 through September 30, 2026
- Section 8 - Repayments Collected 10/01/2025 -9/30/2026
- Public Housing Retro Rents Collected 10/01/2025 – 9/302026

XI. Unfinished Business

- Acceptance of Minutes of the Special Meeting of August 26, 2026
- (Salem Housing Authority held its 77th Annual Meeting on March 11, 2026. This was a special annual meeting. All items on the agenda were voted on except for the Election of Officers)
- Election of Officers
- Office of Chair (The term limit is 2 years per SHA By-laws for the current Chair. The Chair is over his term limit by a few months)
- Office of Vice-Chair
- Office of Second Vice-Chair
- Office of Treasurer

XII. New Business

- Annual Submissions
- Vote to approve the Agreement By and Between the Salem Housing Authority and American Federation of State, County and Municipal Employees, Council 93, Local 2762 "Maintenance Employees" October 1, 2026 through September 30, 2029.
- Vote to approve the Management agreement between Salem Housing Authority and Housing Opportunities of Salem, Inc.
- Reject all bids for Automated Laundry Service as it is in the best interest of the Salem Housing Authority to do so.
- Authorize that in accordance with Chapter 30B laws that the term for the Invitation for Bids for Automated Laundry Services be set at 5 years.
- Vote to approve Collection of Losses – Write Offs Through 09/30/26 per Public Housing Notice 2017-17

XIII. Other Business /Late Communications

XIV. Adjournment

Very truly yours,

C Sheehan

Cathy Sheehan
Executive Director

Copy: SHA Board Members
Charter Street Tenants Association
Pioneer/Bertram Terrace Tenants Organization
Dalton House Tenants Organization
Rainbow Terrace Tenants Organization

7 de octubre de 2026

Ilene Simons, Secretaria Municipal
Oficina de la Secretaria
Ayuntamiento, 93 Washington Street
Salem, MA 01970

Estimada Sra. Simons:

De conformidad con el Capítulo 30A, Sección 20 de las Leyes Generales, se publica el Aviso de una REUNIÓN ORDINARIA de la Autoridad de Vivienda de Salem que se llevará a cabo el MIÉRCOLES 14 DE OCTUBRE DE 2026 a las 6:00 p. m. en un complejo de la Autoridad ubicado en la Sala Comunitaria de Pioneer Terrace, Salem, Massachusetts.

Aviso de Reunión Híbrida: El público está invitado a asistir a esta reunión presencial en la Autoridad de Vivienda de Salem, específicamente en la Sala Comunitaria de Pioneer Terrace, Salem, MA, o a través de la invitación al seminario web de Zoom que se proporciona a continuación. Tenga en cuenta que la reunión presencial no se suspenderá ni se cancelará si hay problemas técnicos que interrumpan la conexión remota.

Invitación al seminario web de Zoom:

Fecha: 14 de octubre de 2026, 18:00 (hora del este de EE. UU. y Canadá)
Tema: Reunión ordinaria de la Junta Directiva de la Autoridad de Vivienda de Salem, miércoles 14 de octubre de 2026 a las 18:00

Únete desde PC, Mac, iPad o Android:
https://us02web.zoom.us/j/82274712162?pwd=scw529dbQMAxQqpeNuwcAjBZPby7dY.1
Código de acceso: 775245

Llamada telefónica con un toque:
+13017158592,,82274712162#,,,,*775245# EE. UU. (Washington D. C.)
+13052241968,,82274712162#,,,,*775245# EE. UU.

Únete por audio:
+1 301 715 8592 EE. UU. (Washington D. C.)
+1 305 224 1968 EE. UU.
+1 309 205 3325 EE. UU.
+1 +1 646 558 8656 (EE. UU.)
+1 646 931 3860 (EE. UU.)
+1 564 217 2000 (EE. UU.)
+1 669 444 9171 (EE. UU.)
+1 669 900 9128 (EE. UU.) (San José)
+1 689 278 1000 (EE. UU.)
+1 719 359 4580 (EE. UU.)
+1 253 205 0468 (EE. UU.)
+1 253 215 8782 (EE. UU.) (Tacoma)
+1 346 248 7799 (EE. UU.) (Houston)
+1 360 209 5623 (EE. UU.)

+1 386 347 5053 (EE. UU.) 507 473 4847 EE. UU.
ID del seminario web: 822 7471 2162
Código de acceso: 775245
Números internacionales disponibles: https://us02web.zoom.us/u/kdY5fx81SP

El Presidente prevé que se abordarán los asuntos descritos en los puntos del orden del día que figuran a continuación, así como cualquier otro asunto imprevisto que pueda presentarse legalmente.

ORDEN DEL DÍA DE LA
REUNIÓN ORDINARIA DE LA JUNTA DIRECTIVA
MIÉRCOLES, 14 DE OCTUBRE DE 2026 6:00 p.m.

I. Apertura de la sesión
II. Lista de asistencia
III. Aprobación del acta de la(s) reunión(es) anterior(es)

- Aprobación del acta de la reunión extraordinaria del 16 de septiembre de 2026

IV. Participación de los inquilinos/público
V. Informe del Director Ejecutivo

- Informe del Director Ejecutivo – Octubre de 2026
VI. Informe del Representante de los Inquilinos
VII. Comunicaciones

- Boletín informativo de Mass NAHRO – Octubre de 2026
Lista de espera actualizada
- Informes del Departamento de SHA (Informe de vacantes, estatal y federal, Informe CHAMP, Informe de modernización, Informe de vales, Informe del Programa de Autosuficiencia Familiar (federal) (trimestral), Informe Future Forward del Programa Estatal de Autosuficiencia, Informes de coordinadores de servicios para residentes, Informe de mantenimiento de septiembre de 2026), Informe de operaciones de ascensores de agosto de 2026 y Fondos de la Sección 8 anteriores a 2004 (Informe trimestral)
- Recordatorio de capacitación obligatoria para miembros de la junta directiva (Veronica Miranda, vence el 8/8/28; Romell Kidds, vence el 24/7/26; fecha límite para completarla: 1/9/2026); Aaron Paternoster, vence el 26/4/27; Emily Ullman, vence el 8/10/27; y Patricia Morsillo, vence el 21/2/28)
- Folletos gratuitos Capacitación en el uso de computadoras portátiles y preparación digital en diversos proyectos urbanísticos.

VIII. Informes de los Comités
IX. Recomendaciones del Presidente
X. Informe del Tesorero
- Facturas del 1 al 30 de septiembre de 2026
- Sección 8: Reembolsos cobrados del 1 de octubre de 2025 al 30 de septiembre de 2026
- Alquileres retroactivos de vivienda pública cobrados del 1 de octubre de 2025 al 30 de septiembre de 2026

XI. Asuntos pendientes
- Aprobación del acta de la reunión extraordinaria del 26 de agosto de 2026

- (La Autoridad de Vivienda de Salem celebró su 77.ª reunión anual el 11 de marzo de 2026. Esta fue una reunión anual extraordinaria. Se votaron todos los puntos del orden del día, excepto la elección de la junta directiva).
- Elección de la junta directiva
- Cargo de presidente (El mandato del presidente actual está limitado a dos años, según los estatutos de la Autoridad de Vivienda de Salem. El presidente ha superado el límite de su mandato por unos meses).
- Cargo de vicepresidente
- Cargo de segundo vicepresidente
- Cargo de tesorero

XII. Nuevos Asuntos
- Presentaciones Anuales
- Votación para aprobar el Acuerdo entre la Autoridad de Vivienda de Salem y la Federación Estadounidense de Empleados Estatales, Condales y Municipales, Consejo 93, Local 2762 "Empleados de Mantenimiento", del 1 de octubre de 2026 al 30 de septiembre de 2029.
- Votación para aprobar el acuerdo de administración entre la Autoridad de Vivienda de Salem y Housing Opportunities of Salem, Inc.
- Rechazar todas las ofertas para el Servicio de Lavandería Automatizada, ya que es lo que más conviene a la Autoridad de Vivienda de Salem.
- Autorizar que, de conformidad con las leyes del Capítulo 30B, el plazo de la Convocatoria de Licitaciones para el Servicio de Lavandería Automatizada se establezca en 5 años.

- Votación para aprobar la Cobranza de Pérdidas – Cancelaciones hasta el 30/09/26 según el Aviso de Vivienda Pública 2017-17

XIII. Otros Asuntos / Comunicaciones Tardías

XIV. Clausura

Atentamente,

C Sheehan

Cathy Sheehan
Directora Ejecutiva

Copia: Miembros de la Junta Directiva de SHA
Asociación de Inquilinos de Charter Street
Organización de Inquilinos de Pioneer/Bertram Terrace
Organización de Inquilinos de Dalton House
Organización de Inquilinos de Rainbow Terrace

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Website: www.salemha.org

DISCUSSIONS FOR THE
REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, OCTOBER 14, 2026
6:00 p.m.

This meeting will be a hybrid meeting.

I. Call Meeting to Order

II. Roll Call

Present Absent

Also Present:

III. Minutes of Previous Meeting(s)

( ) moves to approve the Minutes of the Special Meeting held on Wednesday, September 16, 2026. ( ) seconds the motion and the roll call vote is as follows:

Ayes Nays

IV. Tenant/Public Engagement

V. Report of the Executive Director

- October 2026

VI. Report of the Tenant Representative

VII. Communications

- Mass NAHRO Newsletter – October 2026

Equal Opportunity Employer

- Updated Waitlist
- SHA Department Reports (Vacancy Report, State and Federal, CHAMP Report, Modernization Report, Voucher Report, Family Self-Sufficiency Program Report
- (Federal) (Quarterly), Future Forward Report State Self-Sufficiency Program, Resident Service Coordinator Reports, Maintenance Report for Month of September 2026) , Elevator Operations Report August 2026, and Pre-2004 Section 8 Monies (Quarterly Report)
- Mandatory Board Member Training Reminder (Veronica Miranda, expires 8/8/28, Romell Kidds expires 7-24-26 deadline to complete 9/1/2026), Aaron Paternoster, expires 4-26-27, Emily Ullman expires 10-8-27 and Patricia Morsillo expires 2-21-28)
- Flyers for Free Laptops and Digital Readiness Bootcamp at various developments.

VIII. Reports of the Committees

IX. Recommendations of the Chairman

X. Report of the Treasurer

Bills

( ) moves to acknowledge receipt of the bills for the period September 1, 2026 through September 30, 2026 as presented. ( ) seconds the motion and the **roll call** vote is as follows:

Ayes Nays

Section 8 - Repayments Collected 10/01/2025 -9/30/2026

Cathy Sheehan will present the Section 8 Repayments Collected 10/01/2025 – 9/30/2026.

The total amount collected is $140,387.31 SHA retains fifty (50%) percent of $140,387.31 which equals $70,193.66.

Public Housing Retro Rents Collected 10/01/2025 – 9/302026

Cathy Sheehan will present the Public Housing Retro Rents Collected 10/01/2025 – 9/30/2026.

The total amount collected for State is $138,247.75. SHA retains Sixty-Seven (67%) percent of $138,247.75 which equals $92,625.99. The total amount collected for Federal is $3,906.75 and the SHA retains 100%.

XI. Unfinished Business

Acceptance of Minutes of the Special Meeting of August 26, 2026

( ) moves to approve the Minutes of the Special Meeting of August 26, 2026. ( ) seconds the motion and the roll call vote is as follows:

Ayes Nays

Salem Housing Authority held its 77th Annual Meeting on March 11, 2026. This was a special annual meeting. All items on the agenda were voted on except for the Election of Officers.

Election of Officers

Office of the Chair

( ) moves to nominate ( ) for the Office of Chair. ( ) seconds the motion and the vote is as follows:

Ayes Nays

( ) moves that the nominations for the Office of Chair be closed. ( ) seconds the motion and the vote is as follows:

Ayes Nays

( ) moves that ( ) be elected to the Office of Chair. ( ) seconds the motion and the vote is as follows:

Ayes Nays

Office of the Vice-Chair

( ) moves to nominate ( ) for the Office of Vice-Chair. ( ) seconds the motion and the vote is as follows:

Ayes Nays

( ) moves that the nominations for the Office of Vice-Chair be closed. ( ) seconds the motion and the vote is as follows:
Ayes Nays

( ) moves that ( ) be elected to the Office of Vice-Chair. ( ) seconds the motion and the vote is as follows:
Ayes Nays

Office of the Second Vice-Chair

( ) moves to nominate ( ) for the Office of Second Vice-Chair. ( ) seconds the motion and the vote is as follows:
Ayes Nays

( ) moves that the nominations for the Office of Second Vice-Chair be closed.
( ) seconds the motion and the vote is as follows:
Ayes Nays

( ) moves that ( ) be elected to the Office of Second Vice-Chair. ( ) seconds the motion and the vote is as follows:
Ayes Nays

Office of the Treasurer

( ) moves to nominate ( ) for the Office of Treasurer. ( ) seconds the motion and the vote is as follows:
Ayes Nays

( ) moves that the nominations for the Office of Treasurer be closed. ( ) seconds the motion and the vote is as follows:

Ayes Nays

( ) moves that ( ) be elected to the Office of Treasurer. ( ) seconds the motion and the vote is as follows:

Ayes Nays

XII. New Business

Annual Submissions

Cathy Sheehan will inform the Board that once a year the Salem Housing Authority is required to have each staff member, each Board Member and other individuals considered to be state employees sign the Conflict of Interest/State Ethics Commission Summary. Each employee and Board Member will be informed via email by the State Ethics Commission to complete the same on-line.

In addition, every two (2) years the above-mentioned individuals are required to complete a Conflict-of-Interest online training program. This online training last occurred in October of 2024 and will need to be completed this October. Each employee and Board Member will be notified by email by the State Ethics Commission to complete the same on-line.

The Director will also request that the Board of Directors and each staff member sign the Sexual Harassment Policy document as part of the Annual October Submissions: This document will be emailed to everyone prior to the end of October 2026.

Vote to Approve the Agreement By and Between the Salem Housing Authority and American Federation of State, County and Municipal Employees, Council 93, Local 2762 "Maintenance Emploiyees" October 1, 2026 through Sectempber 30, 2029.

( ) moves to approve the Agreement By and Between the Salem Housing Authority and American Federation of State, County and Municipal Employees, Council 93, Local 2762 "Maintenance Emploiyees" October 1, 2026 through September 30, 2029 as presented.

Vote to Approve Management Agreement between Salem Housing Authority and Housing Opportunities of Salem, Inc.

Cathy Sheehan will present and discuss the Management Agreement between Salem Housing Authority and Housing Opportunities of Salem, Inc .

( ) moves to approve the Approve Management Agreement between Salem Housing Authority and Housing Opportunities of Salem, Inc.as presented. ( ) seconds the motion and the roll call vote is as follows:
Ayes Nays

Reject all bids for Automated Laundry Service as it is in the best interest of the Salem Housing Authority to do so.

( ) moves to reject all bids for Automated Laundry Service as it is in the best interest of the Salem Housing Authority to do so. The bid for this service will be restructured and rebid. ( ) seconds the motion and the roll call vote is as follows:
Ayes Nays

Authorize that in accordance with Chapter 30B laws that the term for the Invitation for Bids for Automated Laundry Services be set at 5 years.

( ) moves to authorize that in accordance with Chapter 30B laws that the term for the Invitation for Bids for Automated Laundry Services be set at 5 years. ( ) seconds the motion and the roll call vote is as follows:
Ayes Nays

Collection of Losses – Write Offs Through 09/30/26 per Public Housing Notice 2017-17

Cathy Sheehan will present the Collection of Losses – Write Offs Through 9/30/26 per Public Housing Notice 2017-17.

( ) moves to approve write offs through September 30, 2026 for State Development 667 in the amount of $12,377.39 and State Development 200 in the amount $53,057.96

for a total amount of $65,551.25 pursuant to Public Housing Notice 2017-17. ( ) seconds the motion and the **roll call** vote is as follows:

Ayes Nays

XIII. Other Business/Late Communications

XIV. Adjournment

( ) moves to adjourn the regular Board of Directors Meeting on Wednesday, October 14, 2026 at ( ) p.m. ( ) seconds the motion and the roll call vote is as follows:

Ayes Nays

ED Summary October 2026

The following summary is provided as a guide for the SHA Board of Commissioners to review monthly SHA Department outcomes. Additional Department reports provide more detailed statistical data related to SHA finance, modernization, public housing vacancy, section 8 vouchers, maintenance work orders, resident services, Family Self Sufficiency (FSS) programs, Housing Now, champ wait list data, inspections and property management. The detailed reports are attached in the monthly Board packet with this summary.

Administration/Personnel

- A Management Services Agreement is on the agenda for SHA approval to formalize the management of the HOS properties.

Financial

- **Year End Financial Reports are not completed yet and will be presented likely at November Meeting.**
- **Team is evaluating year-end expenditures in preparation for Fiscal Year 2027 Budget**

Property/Modernization

- **Please refer to the Maintenance Operations Report for additional details**
  -number of work orders completed this month-352
  -work order data by priority, development workload summary and average completion time
  -inspections per development for the month including satistics-61
  -resident satisfaction with work order completion-100% this month 5 out of 5 calls

*** Please refer to the Public Housing Department Performance Report for additional details**

-number of leased households-629

-number of vacancies and by category-23 (1 offer made)

-number of resident assistance compliance inspections-35

-number of lease ups-5

-number of transfers-2

-number of evictions and reason-6 for non-payment totaling $49,798.42

-DMH voucher program participants-43

-private conferences held this month-19

- **Please refer to the Modernization Operations Report for information on projects are currently in design or under construction.**
  -number of active projects current and in que- 8
  -modernization areas of focus
  -funding sources and total dollar amount
  -current project investment activities by development with current status

* **Please refer to the Elevator Operations Report for specific information related to**

-the portfolio snapshot of elevators

-completed work orders

-maintenance calls, down time and repair detail-one power outage event

-inspections- (preventative or annual) all are complete at this time

Applications and Waitlists

- **See CHAMP report for more detailed information on champ waitlist pulls and offers made for public housing units-from the most recent 100** Applications pulled**.**
- **See Waiting List Report for details on the number of applicants on the waitlists for all State and Federal Programs**

Section 8 Program

- **See Housing Choice Voucher and PBV Program Performance Report for additional details related to Federal Housing Program vouchers issued.**
  -voucher utilization rate-90%
  -HCV units under lease-1248
  -HAP expenses by month
  -PBV occupancy performance by month including newest projects (Leefort Terrace and Housing Opportunities of Salem)
  -portability numbers
  *** Application submitted to HUD for Shortfall funding for fiscal year 2026. $629,000.**
- FSS Program- **32 voucher holders** are currently enrolled into the program with signed contracts, **$175,041 in earned escrow amongst the participants.** Q**uarterly FSS reports provided on the FSS program and participant statistics.**
- **Foster to Youth Independence Vouchers** awarded by HUD-4 new vouchers awarded to SHA in August of 2026 to serve young adults transitioning from the Foster Care Program.

Residents and Community

- **<u>14 new Referrals</u>** were made to the Service Coordinators this month for resident assistance. 7**<u>5 residents served</u>** for ongoing case management
- **<u>Housing Now Program-</u> 11 families** are being served Intensive stabilization and case management. Remaining slots for the Housing Now program will continue to be filled with referrals from area emergency shelters as appropriate vacancies occur. 12 slots in total are available for this program.
- **<u>Future Forward State Self-Sufficiency Program</u>**-. **11 families are enrolled with signed contracts in Marblehead and 15 families are enrolled in Salem.** Each family enrolled has individual goal plans with at least three goals (per contract) to work towards over the next three years. Two participants are now escrowing funds in Marblehead and 5 participants are escrowing funds in Salem. Enrollment will be ongoing until 35 participants are enrolled. $18,034 has accumulated in escrow.
- The loaner laptop program has launched for residents with short term needs to utilize as a courtesy and a compliment to any/all instructional classes being offered.
- The Range digital equity laptop and training program for all state public housing residents is in motion, advertising for classes at Charter Street, Pioneer Terrace and Canal Street is in motion. All residents participating in this program will receive a new laptop. Thus far, **95 lap tops have been distributed.**
- Holiday gathering plans are in motion.
- Ongoing programming-
- Weekly Community Garden program
- Wellness Wednesdays (chair yoga and meditation)
- Mobile Salem Food Pantry
- Life Coaching Workshop Series at Morency Manor
- New Pottery classes
- Weekly office hours at Pioneer Terrace, Rainbow Terrace, Ruane and Morency Manor for residents to stop in and receive support and/or service coordination.
- **See monthly Service Coordinator reports for specific data related to engagement/service coordination categories for residents.**

<u>Funding Awards/Grant Applications Summary for 2019-2024</u>

Fiscal Year	Total Awarded ($)	Notes
2019–2020	$1,161,681.29	RSC, Health/Safety Initiative, PEHO, Gateway Cities, CPA, Creative Placemaking
2020–2021	$4,407,082.00	Section 8 HAP, HILAP, Action Inc. Sustainability, CDBG
2021–2022	$2,400,946.00	CPA, DHCD Target Award, Solar Farm Savings, Section 8 Vouchers/Admin Fee

Fiscal Year	Total Awarded ($)	Notes
2022–2023	$26,841,404.30	Includes $24,041,404.30 plus approximately $2.8 million Leefort profit sharing
2023–2024	$1,091,420.00	Shortfall funding, Farrell Court feasibility, Barton Square elevator, RSC, Housing Now grant, HUD shortfall funding
2024–2025	$5,086,202.00	Charter Street modernization, CPA roof funding, CDBG digital training, FSS, Self-Sufficiency Grant, HUD shortfall funding
2025–2026*	$1,588,526.00+	FSS renewal ($117,526), LEAN awards (~$1.3M), new family program ($171,000). Additional awards received with no dollar amount stated.

Fiscal Year 2025-2026

SHA applied for the State Residential Retrofit Program for Public Housing Units in an effort to increase access to reliable internet services for residents. The grant addresses inadequate wiring and infrastructure. The grants are intended to increase connectivity, reduce cost burdens and improve digital access for low-income residents. SHA was awarded services for 665 units spread over 21 properties as part of Aervivo Inc. Connectivity Platform.

**SHA applied for a Massachusetts Broadband Institute Connected and Online digital equity grant. The application entailed a plan for a mobile computer learning center that can be utilized in a number of ways for our resident population. SHA was awarded over 30 pieces of equipment for this grant which will be utilized for digital workshops of all kinds for our residents!!

2026 FSS renewal grant application was submitted and awarded **$117,526.00** January 2026

2026 LEAN Grants Awards:

Windows- Bates, Norton, Bertram Terrace, Ruane and Dalton buildings

Heating and hot water system-Ruane Building

Totaling approximately **$1.3 million dollars**! Thank you Gary Dean for your work on these programs!

2026 New Grant Awards-

- SHA responded to the call for the notice of funding available to expand this program to 4 more families. SHA was awarded **$171,000 to expand the program to 12 families!**
- Retrofit Ancillary Grantee Program-Valued at over **$500,000 of equipment/training to public housing residents.**

Development/Redevelopment Updates

Leefort Terrace-

Construction Completion-May 2026

Wait list opening occurred February 19, 2026.

Leefort residents that opted to return have all moved back in at this time. Future PBV voucher applicants are actively being pulled from the waitlist and will continue to be verified until the full amount of PBV units are filled.

97 SHA PBV vouchers have been leased up at the program. 11 remaining slots to be leased up before November 2026.

17-27 First Street-

The voluntary pre-proposal site meeting for 17-27 First Street took place on Wednesday, September 3, 2025. Twenty-nine (29) designers and developers were in attendance for review of the RFP and any additional questions. A site tour followed the pre-proposal meeting and attendees walked the site. Interested parties have requested the full RFP package.

The RFP due date for the First Street land was November 3, 2025. Three proposals were received. The evaluation committee reviewed the proposals and finalized assigned scoring, recommending Beacon Communities as the highest scoring submission.

The draft Memorandum of Understanding approved by the Board at September 2026 Board meeting.

Community outreach planning is in process.

Salem Housing Authority Board - Tenant Representative Report

Accepting feedback on the template and metrics!

Reporting Period: October 2026
Tenant Representative: Veronica Miranda

Resident Spotlight

Mass Union of Public Housing Annual Convention Recap - Pictured below is Pioneer Terrace Tenant Gene Collins, and our State Rep Manny Cruz with other leaders of Mass Union of Public Housing Tenants.



LTO engagement: Charter Street and Pioneer/Bertram Terrace welcome Board participation at their meetings. Rainbow Terrace welcomes Board members with advance notice. Dalton meeting details remain to be confirmed.

- Pioneer/Bertram Terrace holds their LTO meetings on the second Monday of the Month at 1:30pm in their community space (open invitation)
- Charter St holds their LTO coffee meetings on Friday mornings at 10am in their community space (invitation to Board w/advanced notice)
- Rainbow Terrace holds their LTO meetings on the second and fourth Saturday of each month at 11am in the LTO office #83 (invitation to Board w/advanced notice)

Salem Housing Authority Board - Tenant Representative Report

Board / Staff Follow-Up

- **Elevators:** Clarify the status of CSTA's public records request and make records sharable with the Board and public through a stable electronic repository.
- **Executive Director evaluation:** Establish a timely annual evaluation process. Utilize an evidence based evaluation framework with measurable performance indicators and documented supporting evidence such as, documented outcomes, records, performance reports, or specific examples.
- **FY2027 budget:** Confirm the development timeline and opportunities for Board and tenant input before the proposed budget reaches the Board for approval.
- **Grievance procedure:** A tenant filed a formal complaint against our executive and they have been reaching out for updates to the Board. We need to better understand and outline this process for the future when it comes to our employee.

Board Governance & Training

The Board approved moving forward with governance training, with Commissioner Morsillo leading the effort in coordination with Mel King. I emphasized the importance of a post-training assessment to evaluate whether commissioners and executive staff demonstrate competencies, and the Board agreed.

Next steps: Establish training objectives, identify the competencies to be assessed, and use the results to guide future training and development.

Policy Development & Governance Priorities

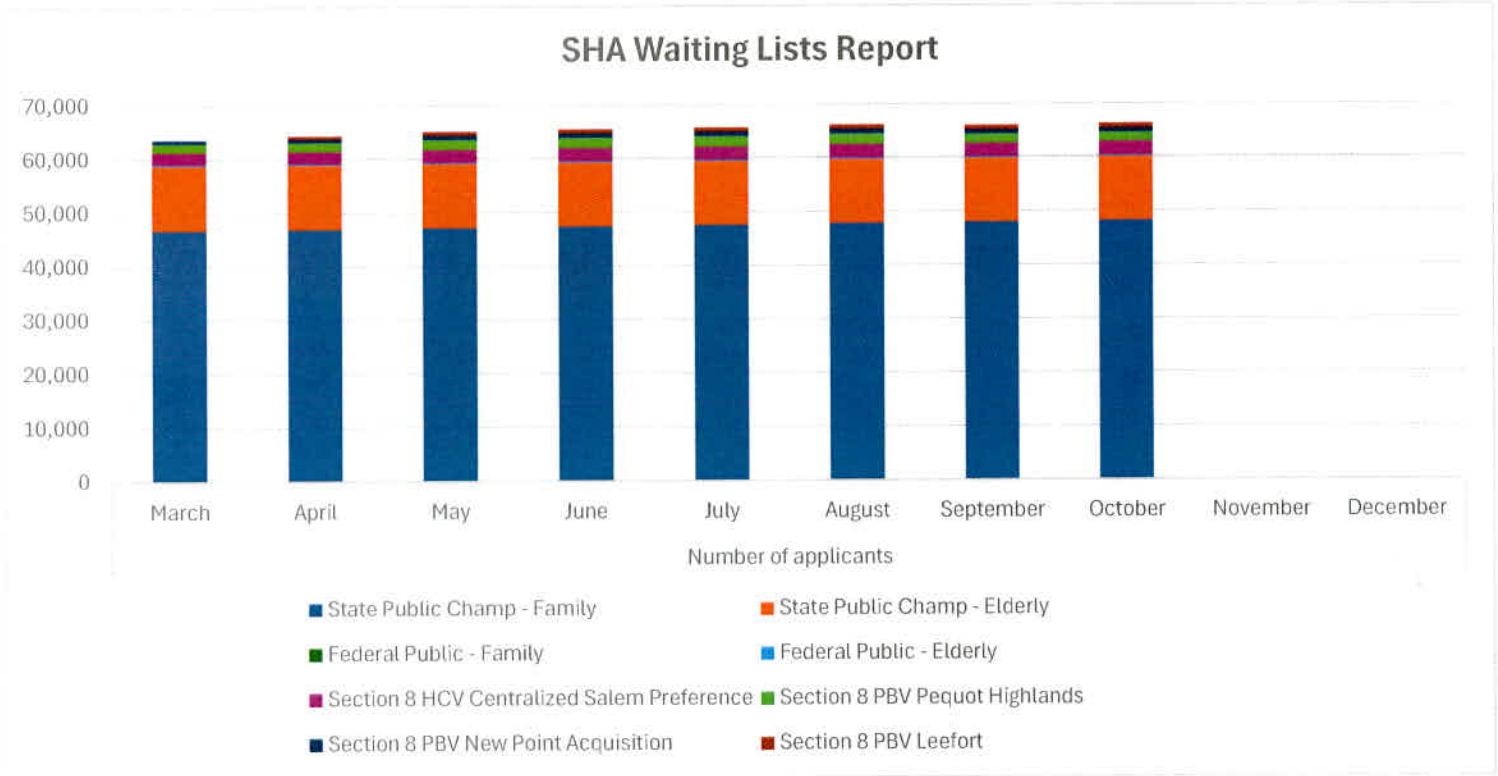
I requested all existing SHA policies and I intend to review:

- **Records access and policy management:** A complete, current, searchable, screen reader accessible collection of SHA policies in a stable central repository.
- **Compliance inspections and unit entry:** Clear standards for notice, frequency, documentation, follow up, and resolution.
- **Photography and resident privacy:** Clear limits and safeguards governing photographs of residents' belongings, notice, access, retention, and use in enforcement.

Potential next step: Obtain and review the complete collection of current SHA policies and identify potential gaps.

Submitted by:
Veronica Miranda
Tenant Representative, Salem Housing Authority Board of Commissioners

Salem Housing Authority Waiting Lists										
Program	Number of applicants									
	March	April	May	June	July	August	September	October	November	December
State Public Champ - Family	46,800	46,962	47,214	47,421	47,589	47,849	48,040	48,227		
State Public Champ - Elderly	12,013	11,988	11,976	11,971	11,958	11,934	11,916	11,905		
Federal Public - Family	9	7	7	6	6	6	6	6		
Federal Public - Elderly	251	256	243	243	243	243	243	243		
Section 8 HCV Centralized Salem Preference	2,384	2,384	2,429	2,450	2,463	2,551	2,505	2,591		
Section 8 PBV Pequot Highlands	1,554	1,554	1,800	1,860	1,890	1,926	1,635	1,646		
Section 8 PBV New Point Acquisition	724	724	856	884	900	920	900	863		
Section 8 PBV Leefort	0	530	658	725	726	759	790	828		



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Public Housing Department Performance Report

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The Public Housing team continues to provide subsidized housing and social services to the Salem community.

We are also continuing to offer available units through applications submitted via CHAMP, Application for Congregate, and the Housing Now program.

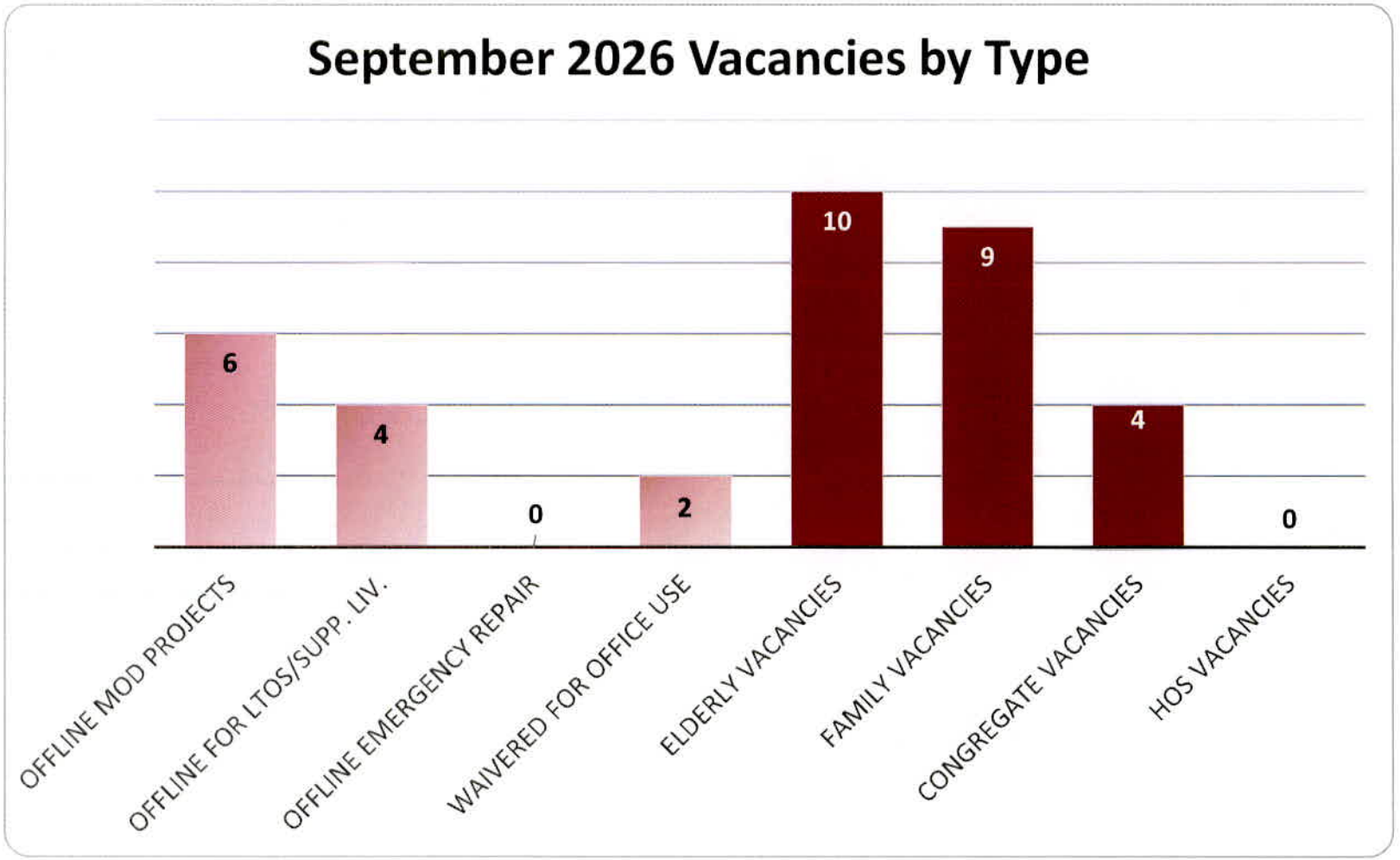
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Key Highlights

- 629 Households are presently leased on the program (591 without the 38 HOS units).
- Vacancies available to lease are low at 23 units, or ~4%.
- As units come back online after MOD work, we are filling them through CHAMP applications and transfers. This coupled with regular pacing of move outs was the cause of the increase in vacancies this month.

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Vacancy Report



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Vacancy Report Cont.

- Offline modernization projects references Pioneer, Morency, and Phillips locations.
- Though vacancies appear on the data, the data does not show that we have leased up 5 new households in September including 2 transfers.
- We have also offered 8 vacancies to applicants and are in process of verifying and signing leases with them.
- There were 6 evictions that took place in September. There is $49,798.42 owed to SHA in these cases alone. This is always a last resort for us but is required by EOHLC when necessary.

SALEM HOUSING AUTHORITY

Lease Up Report

In September 2026, we leased up 5 households across our state programs.
The Federal Public Program is now under Housing Opportunities of Salem Inc.



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DMH Voucher Program

- Partnering with the Department of Mental Health, we have a great opportunity to issue DMH vouchers.
- We have 43 DMH vouchers currently in use out in the community.
- The DMH voucher program continues to stay strong with ongoing support from service providers.

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Compliance Inspection Report

- In the month of September our team completed 35 compliance inspections.
- Each month the Public Housing team completes compliance inspections to ensure resident compliance with the lease with residents that have had prior issues adhering to their lease terms.
- Resident Service Coordinators and the Public Housing team continue to assist these residents with coming back into compliance with their leases.
- This amounts to handling lease compliance and safety issues in-house by working with our residents rather than through the courts.

SALEM HOUSING AUTHORITY

Private Conference Report

- In September 2026, the Public Housing Department held 19 Private Conferences.
- These meetings are held in our office to address various types lease violations without the involvement of legal representation.
- Private Conferences are a great opportunity to understand context surrounding lease violations and offer help through our RSCs if there is an unmet need.
- Our goal is always lease compliance. The way we get there varies depending on circumstance, but the residents are always given the opportunity to be heard and to work with us.

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Survey Reporting

- Starting in Q2 of 2026 we began taking digital surveys. As part of this initiative to gauge resident satisfaction, we posted QR codes with links to the survey. These QR codes are also included with the annual recertification paperwork.
- Despite these efforts, we only received 6 responses from residents in Q3 of 2026. Given the unreliability of small data sets, we will continue to compile and report results quarterly until we have amassed a larger sample size to present data on as we did for Q2.

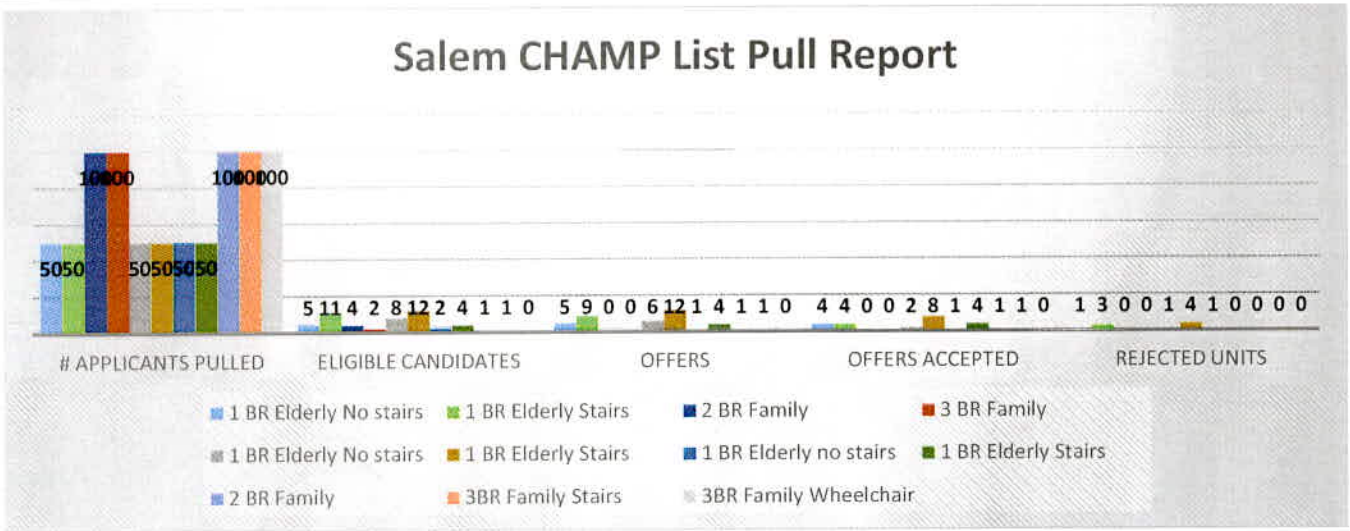
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Community Impact

- Our efforts have led to our Public Housing portfolio being just below capacity. As more offline units become available for leasing, we are excited to provide more subsidized housing to applicants.
- Through CHAMP and congregate applications, we continue to stay on track with filling the vacancies as they become available.
- Through the team's efforts, we have continued working with households to maintain housing stability. Referrals to Resident Service Coordinators being a key component in this effort which we continue to iterate and improve on.

Salem CHAMP List Report

Date Pulled	List ID	Criteria	# Applicants Pulled	Eligible candidates	Offers	Offers Accepted	Rejected Units	List Status
1/5/2026	29985803	1 BR Elderly No stairs	50	5	5	4	1	Pending Applicant Response
1/14/2026	30087905	1 BR Elderly Stairs	50	11	9	4	3	Pending Applicant Response
3/19/2026	30483304	2 BR Family	100	4	0	0	0	List Closed
4/15/2026	30685506	3 BR Family	100	2	0	0	0	No Units Available
5/19/2026	30897718	1 BR Elderly No stairs	50	8	6	2	1	Pending Applicant Response
5/19/2026	30901722	1 BR Elderly Stairs	50	12	12	8	4	Pending Applicant Response
7/16/2026	31250074	1 BR Elderly no stairs	50	2	1	1	1	Pending Applicant Response
7/16/2026	31251075	1 BR Elderly Stairs	50	4	4	4	0	Pending Applicant Response
8/3/2026	31360184	2 BR Family	100	1	1	1	0	Pending Applicant Response
8/31/2026	31551375	3BR Family Stairs	100	1	1	1	0	No Units Available
9/29/2026	31737561	3BR Family Wheelchair	100	0	0	0	0	Pending Screening



SALEM HOUSING AUTHORITY

Modernization Operations Report — October 2026

October 2026 Current Projects — Total Budget: $2,117,676

Development	Project	Budget	What is happening now	What comes next	Bottom line
Pioneer Terrace	Electrical Upgrade	**$1,181,130**	Laracy Electrical continues work. SHA is coordinating with the engineer, contractor, EOHLC.	Work continues through January 2027 with ongoing review.	**Work underway now.**
Colonial Terrace	Site Work and Concrete Repair	**$167,900**	Oakridge Construction work is underway. Quality concerns are being addressed with mason support and SHA oversight.	Work continues toward the October 2026 completion target.	**Work underway now.**
705-4 Phillips	Hot Water Tank Replacement	**$82,400**	Powderhouse Plumbing is completing grant-funded hot water tank replacement work.	Work is complete, Waiting for final inspection	**Work underway now.**
Charter Street / Morency Manor / Phillips House	ADA Bathroom Renovation Project	**$686,246**	Charter Street Unit 607 is complete, with related plumbing repairs completed in Unit 507. Phillips Units 104, 201, 202, 203, 301, 302, and 304 are renovated; Unit 301 awaits final inspection and Unit 203 awaits final plumbing approval because of water-temperature compliance. Morency Units 212, 312, and 412 are complete, and Unit 512 is under construction.	Complete Morency Unit 512 by the end of October, secure the remaining final approvals at Phillips, and evaluate Phillips Unit 103. The contractor is preparing a budget for additional ADA units at 27 Charter Street based on remaining project funds and other available funding.	**Most scheduled units are complete; closeout items and one active unit remain.**

Projects In Queue — Total Budget: $3,522,151

Development	Project	Budget	What is happening now	What comes next	Bottom line
705-2A and 705-2B **Park and Prince, and 117 Congress Street**	Oil-to-Heat Pump Conversion	**$980,000**	Riverdale Plumbing & Heating contract is executed. Materials are ordered initial investigatory work has started	Construction activity follows the project schedule after delivery.	**Readying for construction.**
Bates / Norton / Dalton / Park-Prince	Exterior Door Replacement	**$110,151**	EC Interiors contract is executed and materials are ordered for 17 exterior doors.	Installation proceeds under the Notice to Proceed.	**Ready to move into installation.**
Ruane	Roof Replacement	**$87,000**	Historic Commission approved the plans. Low bid from NSI is $87,000.	Awaiting EOHLC contract before preconstruction and Notice to Proceed.	**Approved; waiting for contract.**
Rainbow / Leefort / Bertram / Colonial / Norton / Pioneer / Morency / Ruane / Dalton / Phillips	ARPA Federal Pacific Panel and Gas Stove Replacement	**$2,345,000**	LeVangie Electric has been awarded the contract. Submittals are under review and materials are expected in early September.	Schedule will be finalized after submittal review and material delivery. Waiting on the contractor and the designer.	**Contract awarded; preparing for field work.**

Projects In Design / Review / Future Planning —Total Budget $2.7 million

Development	Project	Budget	What is happening now	What comes next	Bottom line
Charter Street	Exterior Upgrades / Water Infiltration	**$2.7 million grant**	Schematic design is approved. East elevation scope is under review. A $2.7 million Comp Mod grant has been awarded.	Continue design and scope review before construction moves forward.	**Major project in design/scope review.**
Pioneer and Congress	Sustainability Study	**TBD**	EOHLC study is focused on flood-zone and rising-sea-level impacts.	SHA is waiting for additional information and next steps from the study process.	**Study / planning phase.**
Phillips	Boilers and Hot Water Tanks	**TBD**	Historic Commission approved the design.	Advance after design, funding, and budget review are resolved.	**Design / funding review.**

Complete Project Directory — Full Detail Reference

No.	Development	Project / Scope	Budget	Start	End	Current Status
258150	Pioneer Terrace	Electrical Upgrade	$1,181,130	01/07/26	01/07/27	Laracy Electrical continues work. SHA is coordinating with engineer, contractor, EOHLC, and fire officials on stove GFCI outlet concerns.
258171	705-2A/2B; Park & Prince; 117 Congress	Oil-to-Heat Pump Conversion	$980,000	06/30/26	10/27/26	Riverdale Plumbing & Heating contract executed; materials ordered with delivery expected first week of September.
258173	Charter Street	Exterior Upgrades / Water Infiltration	$2.7M grant	TBD	TBD	Schematic design approved; east elevation scope under review; Comp Mod grant awarded to remediate water infiltration issues.
258182	Bates, Norton, Dalton, Park/Prince	Exterior Door Replacement	$110,151	07/27/26	11/23/26	EC Interiors LLC contract executed; materials ordered for 17 exterior doors.
258188	Rainbow, Leefort, Bertram, Colonial, Norton, Pioneer, Morency, Ruane, Dalton, Phillips	ARPA Federal Pacific Panel and Gas Stove Replacement	$2,345,000	05/20/26	05/20/27	LeVangie Electric awarded contract; submittals under review; schedule pending; materials expected first week of September.
258189	Charter Street, Morency Manor, Phillips House	ADA Bathroom Renovation Project	$686,246	03/13/25	10/28/25 ext. by C/O	Charter Unit 607 complete; Unit 507 plumbing repairs complete. Phillips Units 104, 201, 202, 203, 301, 302, and 304 renovated; Unit 301 awaits final inspection and Unit 203 awaits plumbing approval. Morency Units 212, 312, and 412 complete; Unit 512 is under construction for month-end completion. Additional units at Phillips and 27 Charter Street remain subject to inspections, contractor pricing, and available funds.
258197	Colonial Terrace	Site Work and Concrete Repair	$167,900	04/23/26	10/19/26	Oakridge Construction work underway; quality concerns addressed with mason support and SHA oversight.
258198	Pioneer and Congress	Sustainability Study	TBD	TBD	TBD	EOHLC sustainability study for flood-zone and rising-sea-level impacts; no additional information yet.
258199	Ruane	Roof Replacement	$87,000 bid; $21,600 fee	TBD	TBD	Historic Commission approved plans; low bid by NSI; awaiting EOHLC contract before preconstruction and NTP.
258200	Phillips	Boilers and Hot Water Tanks	TBD	TBD	TBD	BLW Engineers assigned; design, budget, and funding under EOHLC review; Historic Commission approved design; Powder House work continues through Action Energy grant support.
258204	200-1 Garden	Roof Replacement	TBD	TBD	TBD	Project to be assigned to a designer, designed, and bid.
258205	689 84 & 88 Essex Street	Exterior Painting	TBD	TBD	TBD	Project to be assigned to a designer, designed, and bid.
258206	200-2 Rainbow	Paving	TBD	TBD	TBD	Project to be assigned to a designer, designed, and bid.
258207	667-5 Charter	Windows, Balcony Repair, and Building Envelope	TBD	TBD	TBD	Project assigned to architect Raymond T. Guertin to design.
258208	705-4 Phillips	Hot Water Tank Replacement	$82,400	TBD	TBD	Work funded by grant and completed by Powderhouse Plumbing Inc. for $82,400.
TBA	Bertram	Kitchen & Bath Modernization	As funding allows	TBD	TBD	Project to be assigned, designed, and bid as funding allows.

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Housing Choice Voucher & PBV Program Performance

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The Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs continued to provide stable housing assistance to Salem residents throughout the reporting period. Voucher utilization increased to 90%, while PBV vacancies remained low. Vacancies for Leefort Terrace continue to decrease as applicants are being approved and moving into the new development.

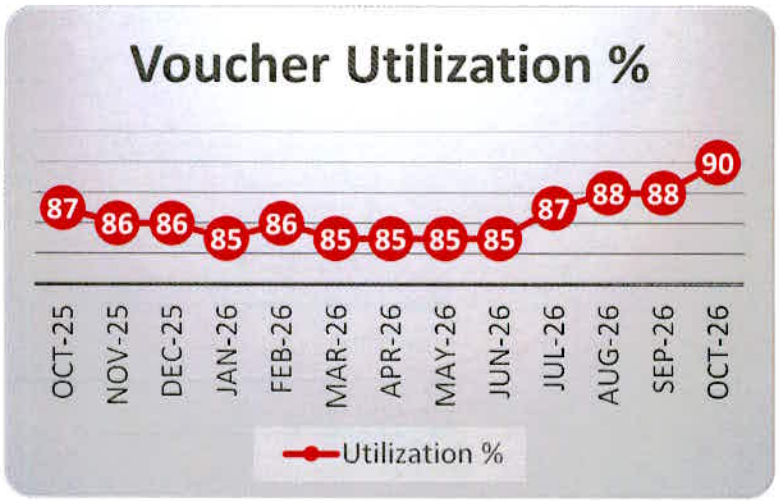
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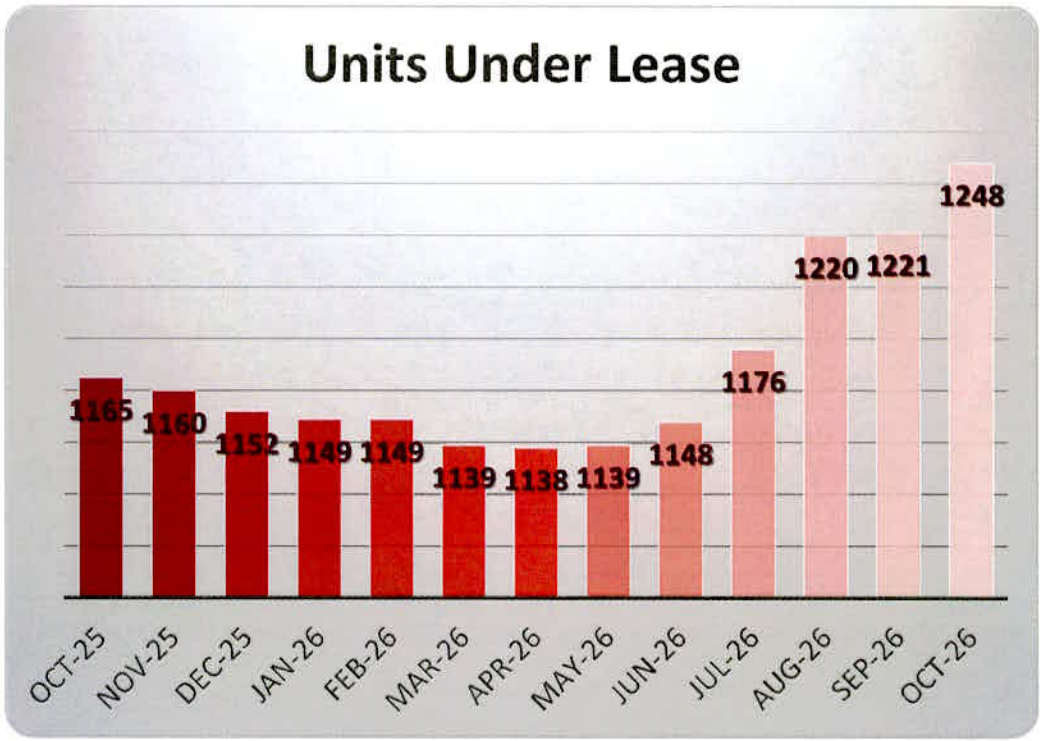
Key Highlights

- 1,385 available vouchers (39 vouchers added August 1, 2026, for the Federal Public Housing to Project Based conversion)
- Voucher Utilization October 2026: 90% which utilizes over 100% of our Authorized Budgeted Allocation (ABA)
- Total units under lease: 1,248

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Housing Choice Voucher/PBV Utilization & Units Under Lease





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HAP Expense September & October 2026

SEPTEMBER 2026		
HAP	$	2,098,120
URP	$	8,712
FSS	$	9,976
HAP Adj	$	19,419
FSS Adj		
Port-Out HAP (Est.)	$	217,777
Port-Out URP (Est.)	$	1,612
Port-Out HAP Adj		
Port-Out URP Adj		
Total	$	2,355,616

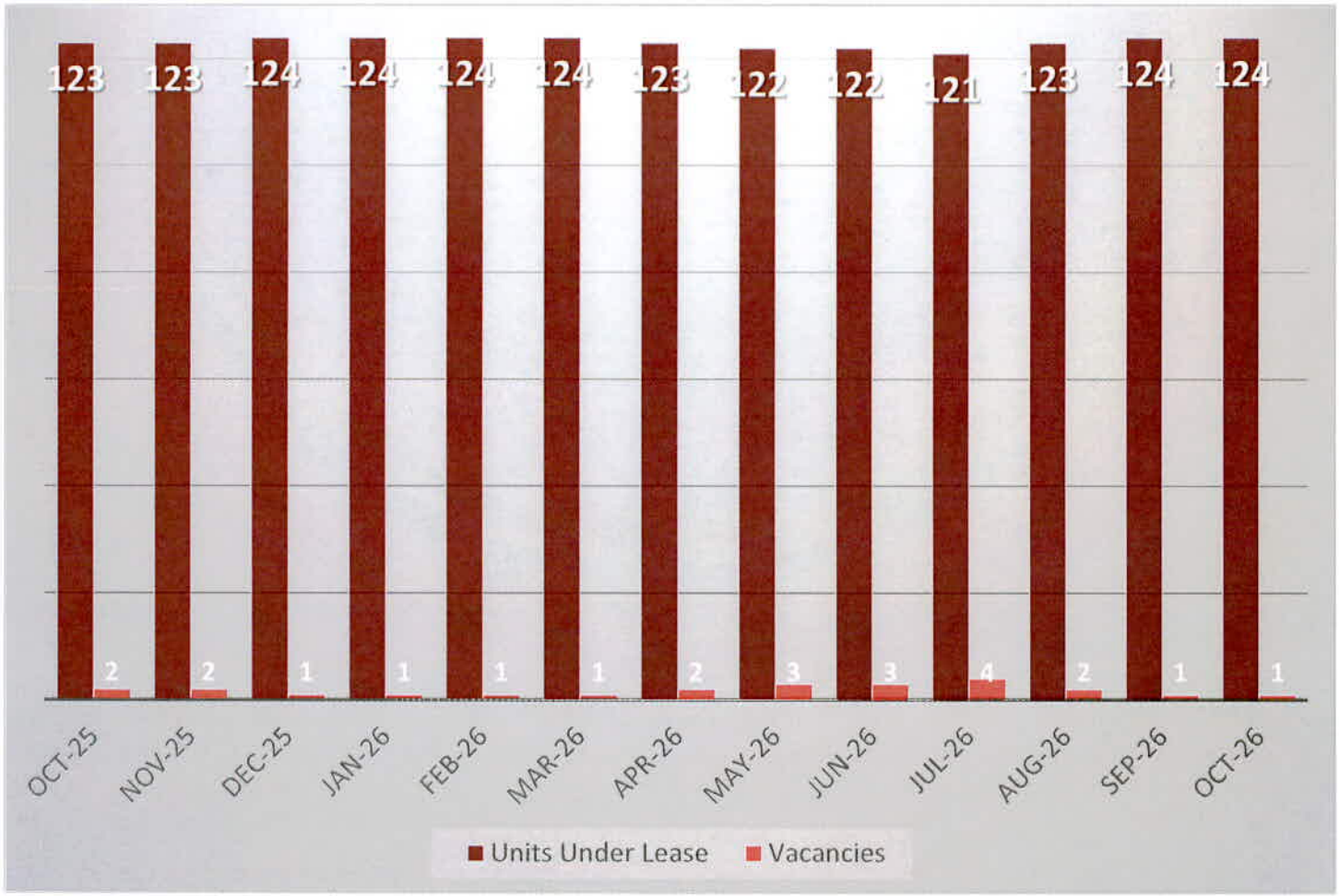
OCTOBER 2026		
HAP	$	2,155,924
URP	$	7,536
FSS	$	9,757
HAP Adj	$	39,134
FSS Adj		
Port-Out HAP (Est.)	$	217,777
Port-Out URP (Est.)	$	1,612
Port-Out HAP Adj		
Port-Out URP Adj		
Total	$	2,431,740

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Project Based Voucher(PBV) Program Vacancies

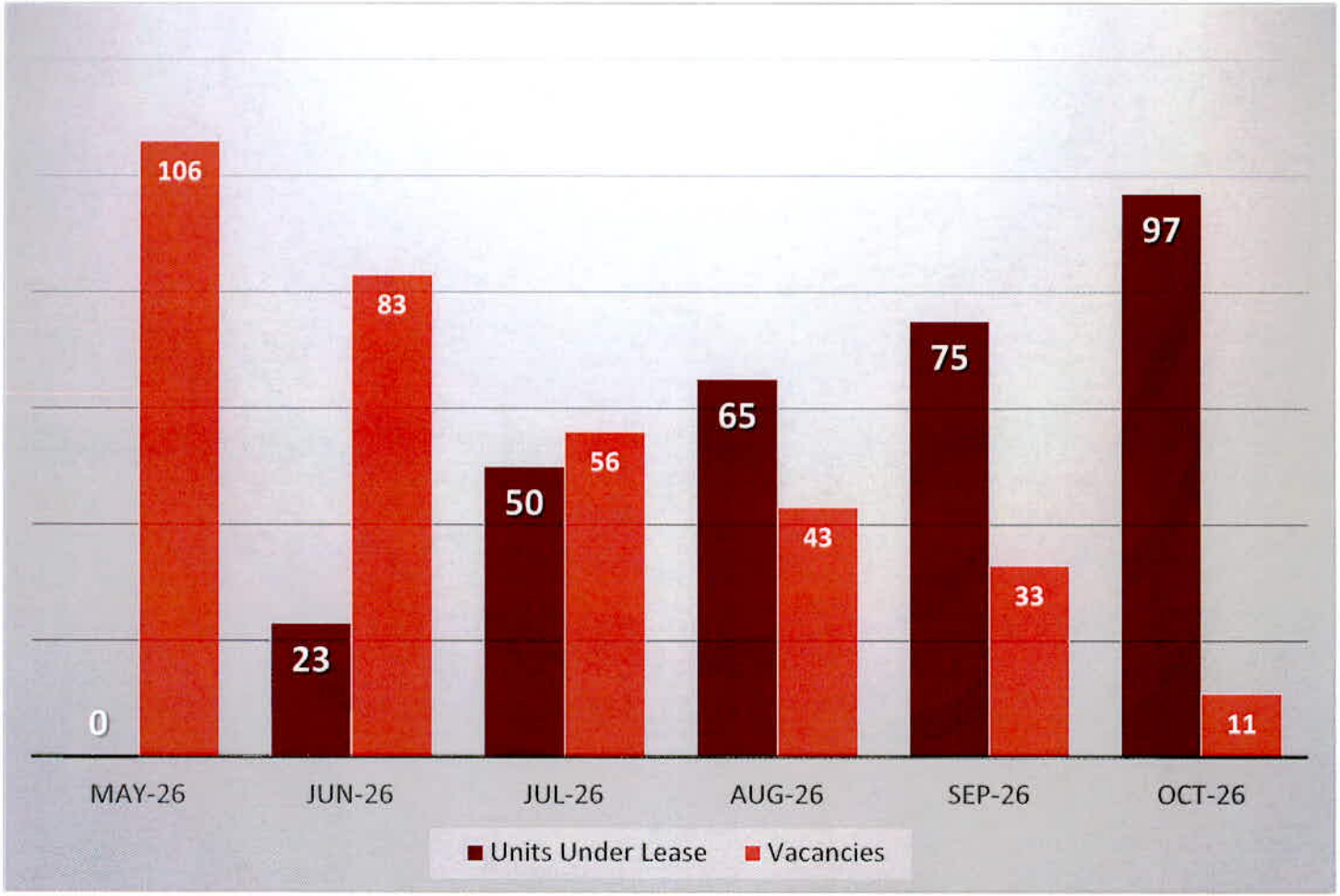
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Pequot Highlands – 125 PBV Units



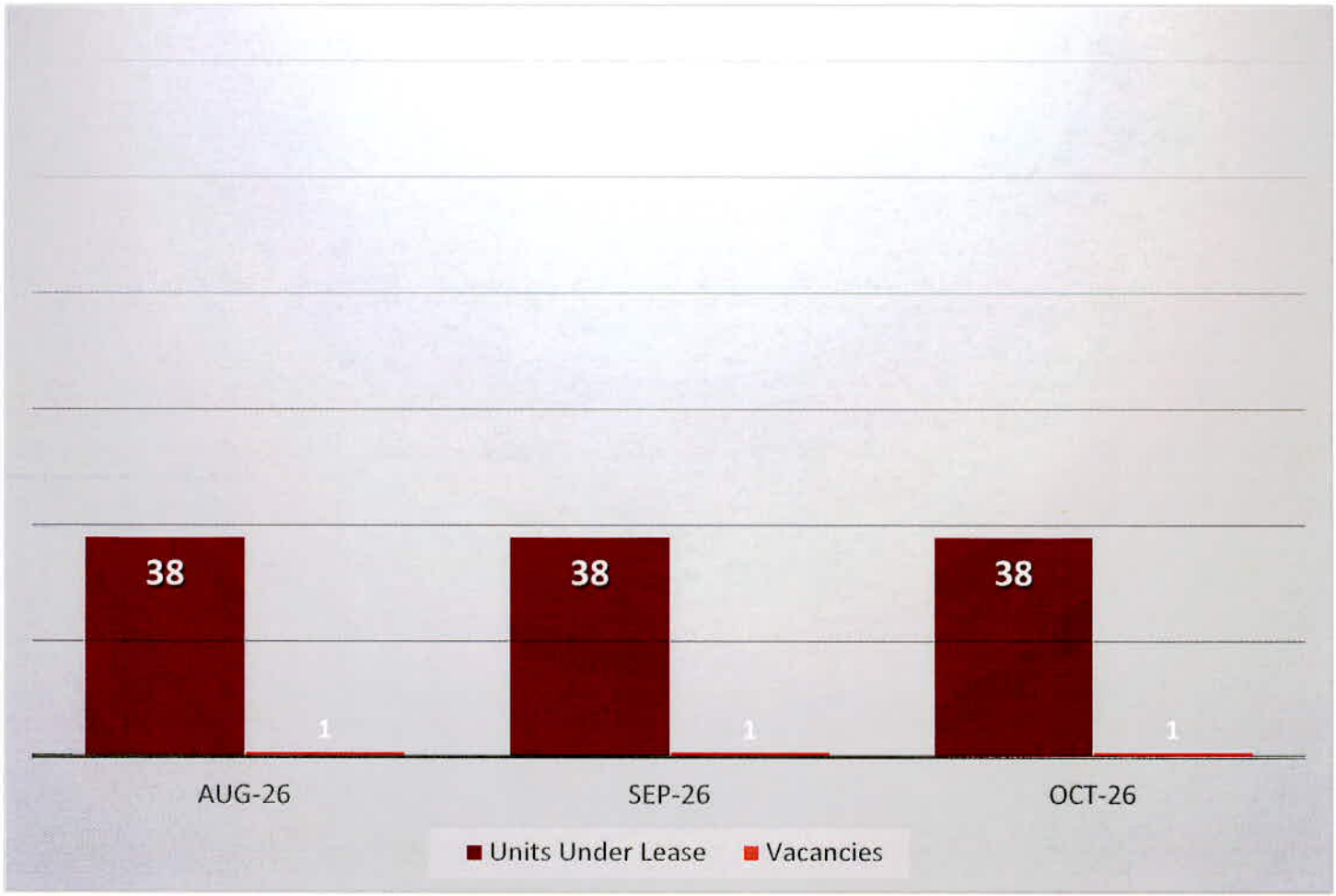
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Leefort Terrace – 106 PBV Units



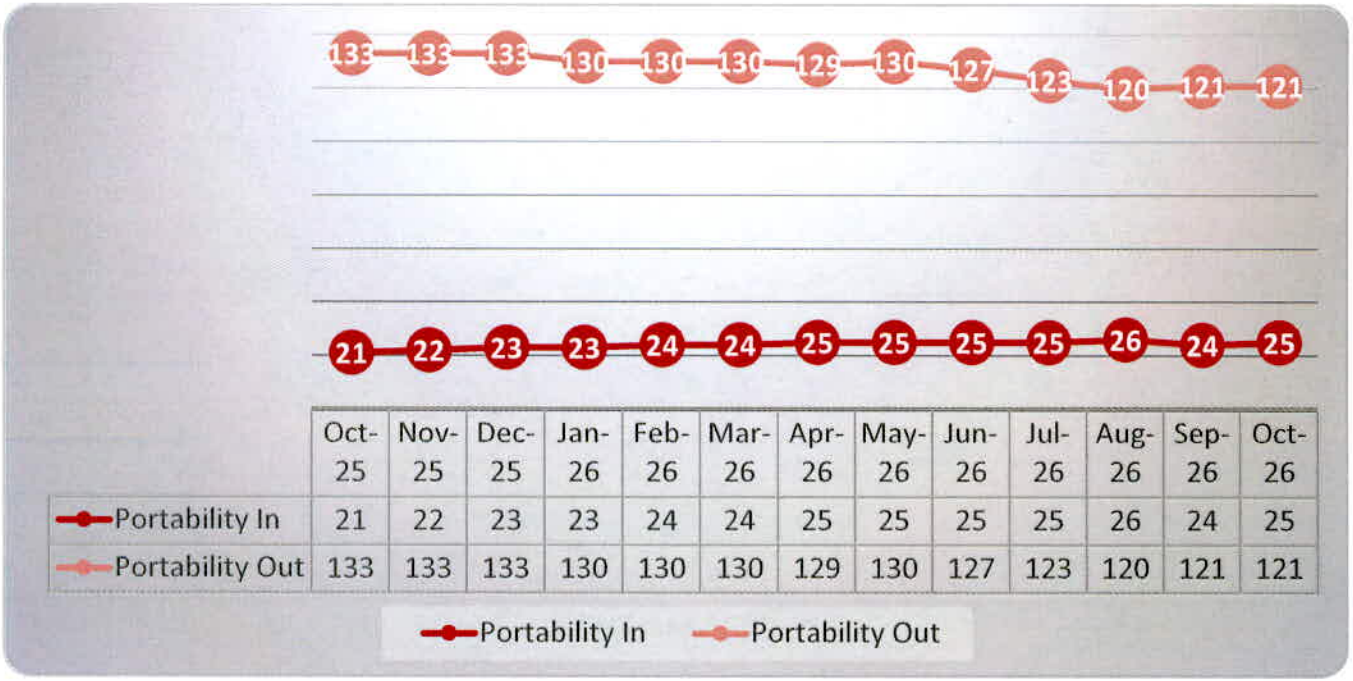
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Housing Opportunities of Salem – 39 PBV Units



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Portability In & Out



	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
Portability In	21	22	23	23	24	24	25	25	25	25	26	24	25
Portability Out	133	133	133	130	130	130	129	130	127	123	120	121	121

COMPASS FSS LINK

Quarter

Jul 01 - Sep 30, 2026 (Q3)

Site

Housing Authority of Salem, Massachusetts

Client Status	Currently enrolled and all graduated clients	Gender	All Genders	Race and Ethnicity	All Races and Ethnicities
Client Ages	All Ages	Baseline Earnings	All Earnings		

Core Outcomes

Average Annual Earnings



69% increased earnings

$30,317 average increase

Average Monthly HAP



56% reduced HAP

$637 average decrease

Average Credit Score

0% increased credit score

0 average increase

0% improved credit score

COMPASS FSS LINK

Quarter

Jul 01 - Sep 30, 2026 (Q3)

Site

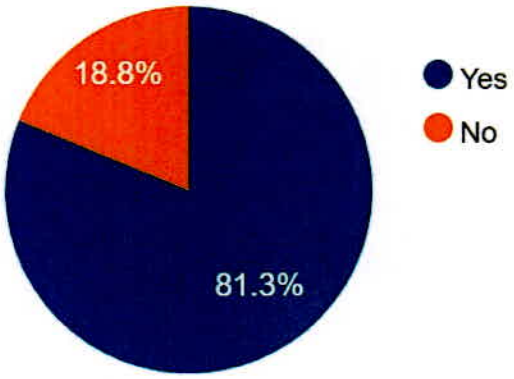
Housing Authority of Salem, Massachusetts

Client Status	Currently enrolled and all graduated clients	Gender	All Genders	Race and Ethnicity	All Races and Ethnicities
Client Ages	All Ages	Baseline Earnings	All Earnings		

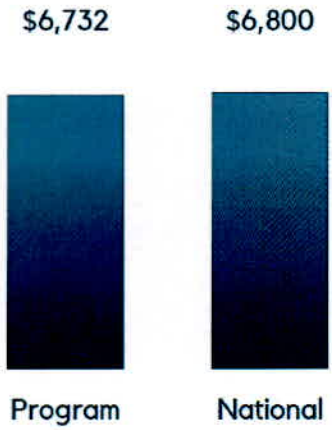
Core Outcomes

Total accumulated escrow for 32 clients is $175,041

Have Escrow



Average Escrow



Estimated Graduation Rate

COMPASS FSS LINK

Quarter

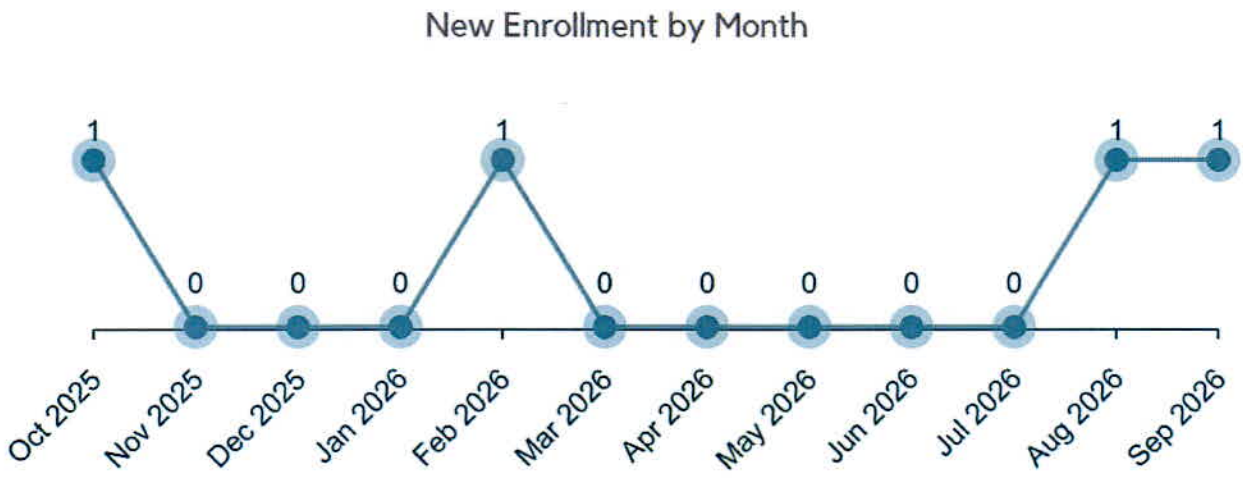
Jul 01 - Sep 30, 2026 (Q3)

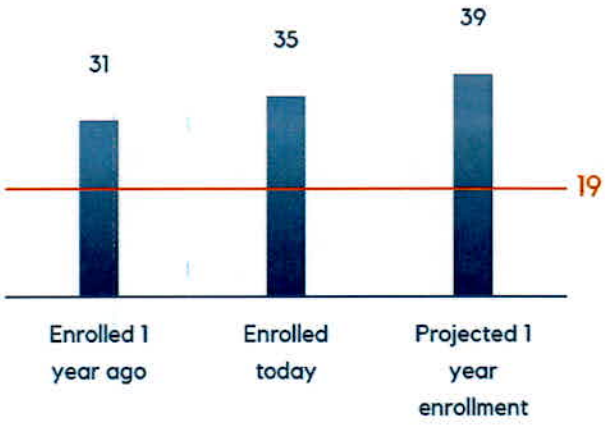
Site

Housing Authority of Salem, Massachusetts

Client Status	Currently enrolled and all graduated clients	Gender	All Genders	Race and Ethnicity	All Races and Ethnicities
Client Ages	All Ages	Baseline Earnings	All Earnings		

Enrollment Trends





In the last 12 months, there were 4 newly enrolled clients, 0 graduates, and 0 contract terminations. This resulted in an overall increase in enrollment of 4

If these trends continue, you will maintain your target enrollment.

COMPASS FSS LINK

Quarter

Jul 01 - Sep 30, 2026 (Q3)

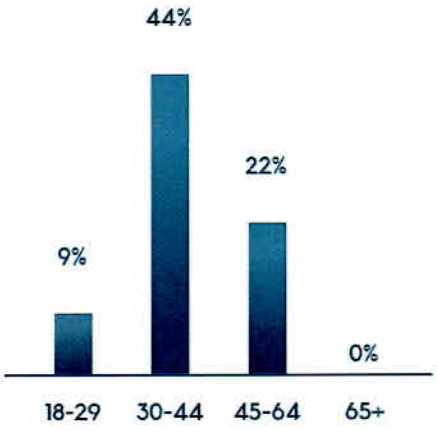
Site

Housing Authority of Salem, Massachusetts

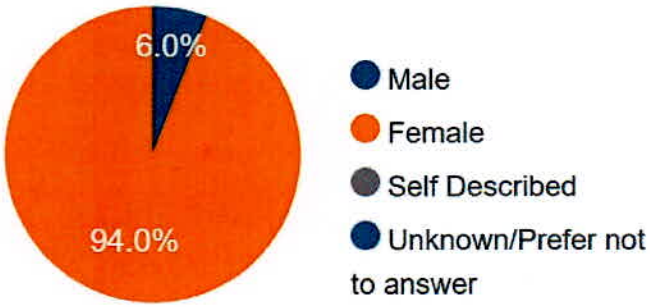
Client Status: Currently enrolled and all graduated clients

Client Demographics

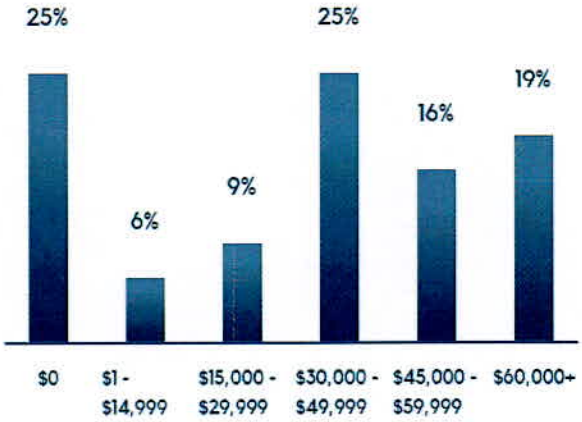
Client Ages



Gender



Baseline Earnings



COMPASS FSS LINK

Quarter

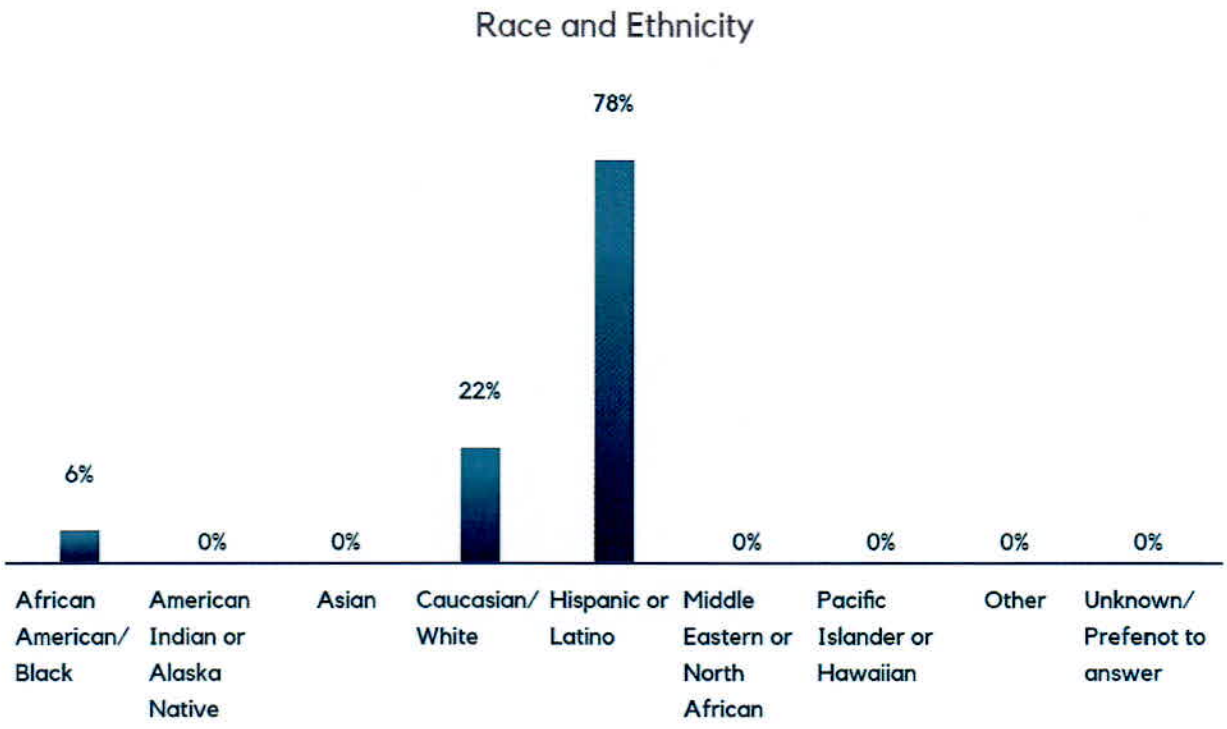
Jul 01 - Sep 30, 2026 (Q3)

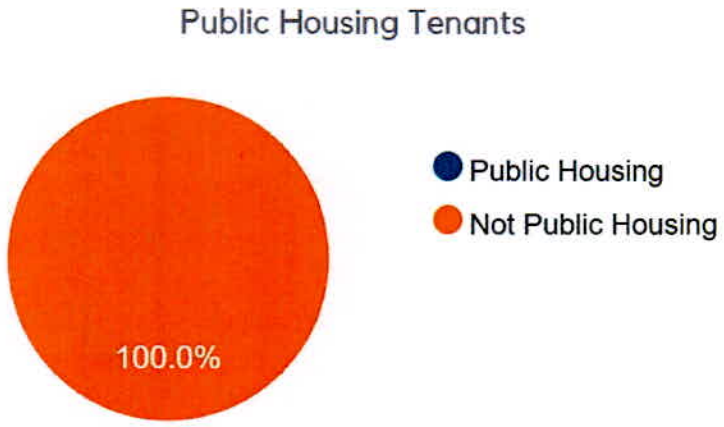
Site

Housing Authority of Salem, Massachusetts

Client Status: Currently enrolled and all graduated clients

Client Demographics





FUTURE FORWARD

Self-Sufficiency Program (SSP)

MONTHLY REPORT: Sept. 1 – Sept. 30, 2026

PREPARED BY: Sandra Reiniger/Future Forward Coordinator

PROGRAM OVERVIEW

The Future Forward Self-Sufficiency Program (SSP) supports Public Housing residents working toward greater economic stability through goal planning, connection to community resources, and individualized support and coaching

PROGRAM SNAPSHOT

Marblehead Housing Authority

• Total Participants Enrolled: 10 • In Process of Enrollment: 1 • With Escrow: 2

Salem Housing Authority

• Total Participants Enrolled: 13 • In Process of Enrollment: 2 • With Escrow: 5

TOTAL ESCROW SAVED- Through Sept. 30, 2026 - $18,034.

Marblehead –$12,330.

Salem - $5,704.

MONTHLY HIGHLIGHT

- Women's Money Matters –3 Participants to continue meeting monthly for virtiual"Women's Smart Money" group!
- Laptop Lending Library –Continued interest in borrowing/utilizing free available laptops
  -85% of available devices in Salem have been lent to residents
  -20% of available devices in Marblehead have been lent to residents

UPCOMING ACTIVITIES & FOCUS AREAS

- Continue intake and enrollment in Future Forward Program
- Continue to promote Laptop Lending Program via robo call, new flyers posted and Marblehead newsletter.
- Computer Literacy Classes: Assistance with development and outreach for the Range Program providing computer classes for Salem residents.
- Planning for Holiday assistance and celebrations

Salem Housing Authority
27 Charter Street
Salem, MA 01970

(978)744-4431

Cathy Hoog
Executive Director

September 1- 30 2026
Mary Ann Kairouz

RSC MONTHLY REPORT

NEW Referrals to RSC: 8
Ongoing case management/referrals: 25

Category:

Mental / behavioral health	2
Housing stabilization support / One time deep cleaning	3
Re-certification assistance	3
Housekeeping/ Agency referrals	2
Wellness & fitness	37
Nutrition/Snap applications, food pantry resources	82
Healthy food options, food pantry and emergency shopping	19
Community Engagement / Socialization	37
Health insurance / Health supportive services	4
Other- Distribution of flyers and community events	27
Other-Robo calls----------	620

Referrals made out to other places:

- Salem COA, Salem Pantry, Life Bridge, Gather Health HOU, MassHealth, Healthy Living, Element Care, AgeSpan, Disability Resource Center, Element Care, North Shore Community Action Program, Salem Commission on Disability, Mission of Deeds, REACT, Salem Fire Department, Salem PD, The Brookhouse for Woman, The Bertram House, Big Brother/Big Sister, Salvation Army, Gardener Mattress Company, Care Dimensions

Other important info to include:

- 9/2/26 React High Risk team meeting, Salem Council on Aging.
- 9/8/26 Coffee Hour
- 9/9 Digital Bootcamp started at 2 location-27 Charter St and 14 Pioneer

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Executive Director

- 9/10,9/14,9/16,9/17,9/21, 9/22, 9/23,9/28,9/29, 9/30 Digital Bootcamp
- 9/14/26, 9/21/26, 9/28/26 Morency and Charter St. food pantry
- 9/15/26 KevTech Charter Street
- 9/14/26, 9/21/26, 9/28/26 Pioneer Community Hours
- 9/8/26, 9/15/26, 9/22, 9/29 Morency Community Hours
- 9/16, 9/23 Ruane Community Hours
- Planning social monthly community engagement / workshops at Morency, Dalton, and Pioneer community rooms (Coffee hour, snacks, movies, games, etc.)
- RSC's planning to schedule monthly game events
- Meet with other community organizations- EPNG, NorthShore REACT
- Posted informative pamphlets to upcoming workshops and Events and food resource information.
- Post up local events-Social Programs, Transportation schedule, and outing events hosted by COA.

Salem Housing Authority
27 Charter Street
Salem, MA 01970

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Cathy Hoog
Executive Director

September 1- 30 2025
Kathlyn Valianti

September RSC MONTHLY REPORT

NEW Referrals to RSC: 6

Ongoing case management/referrals: *50*

Category:

Mental / behavioral health	8
Housing stabilization support / One time deep cleaning	9
Re-certification assistance	2
Housekeeping/ Agency referrals	8
Wellness & fitness	23
Nutrition/Snap applications, food pantry resources	4
Healthy food options, food pantry and emergency shopping	4
Community Engagement / Socialization	46
Health insurance / Health supportive services	6
Other- Distribution of flyers and community events Other	206

Referrals made out to other places:

- Salem COA, Salem Pantry, Life Bridge, Gather Health HOU, MassHealth, Healthy Living, Element Care, AgeSpan, Disability Resource Center, Element Care, North Shore Community Action Program, Salem Commission on Disability, Mission of Deeds, REACT, Salem Fire Department, Salem PD, The Brookhouse for Woman, The Bertram House, Big Brother/Big Sister, Salvation Army, Gardener Mattress Company, Care Dimensions

Other important info to include:

9/16/25 Gather Bingo, Pioneer Terrace and Morency

Salem Housing Authority
27 Charter Street
Salem, MA 01970

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Cathy Hoog
Executive Director

9/17/25 RSC monthly meeting

9/23/25 Zoom Quarterly meeting with Agespan

8/6/25 Council on Aging Cook Out, Winter Island RSC's volunteered

8/18/25 Council on Aging, Outreach staff, Ingrid and Salem Board of Health Nurse, Kelly; outreach for Salem Housing Tenants, coffee, food and information sharing held at Pioneer Community Room. Well attended event.

10/1/25 React High Risk team meeting at the Salem COA

September /25 Robo calls weekly for Salem Community Garden volunteer meeting, scheduled for Mondays

- Wellness Wednesday with Kelley Annese will be starting September 3rd, 2025 – wellness classes will be the Morency Community Room and Pioneer Terrace Community Room
- Lunch with Congregate tenants at Ruane, scheduled for 8/5/25, with RSC's
- Planning social monthly community engagement / workshops at Morency, Dalton, and Pioneer community rooms (Coffee hour, snacks, movies, games, etc.)
- Weekly office hours at Pioneer Terrace Community Room.
- Meet with other community organizations- EPNG, NorthShore REACT
- Posted informative pamphlets to upcoming workshops and Events.

Post up local events-Social Programs, Transportation schedule, and outing events hosted by COA.

Salem Housing Authority

Maintenance Operations

October 2026 Board Report

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1. Work Order Completion Rate

Completed	Open
352	**45**
89% of total work orders	**11%** of total work orders

Key Takeaway

- 397 total work orders
- 352 completed
- 89% completion rate
- 45 open work orders at the end of September 2026

---

2. Work Orders by Priority

Priority	Complete	Incomplete	Avg. Days	Visual Scale
Routine	184	24	5.01	
Emergency	136	2	0.47	
Inspection Other	22	9	10.77	
Preventive	9	9	17.99	
Inspection UPCS	1	0	1.88	
Vacant	0	1	N/A	

Key Takeaway

Routine and emergency requests represented most maintenance activity during September, with 184 routine and 136 emergency work orders completed. Emergency response remained especially strong, averaging 0.47 days, with 136 of 138 emergency work orders completed.

3. Average Completion Time

Target	Actual
< 5.00 Days	3.94 Days

4. Resident Satisfaction Follow-Up

Resident Satisfaction

100%

[redacted]

All 5 residents contacted reported that the work was completed and expressed overall satisfaction, including two qualified responses requiring follow-up.

Quality Assurance Results

Measure	Result
Residents Contacted	5 calls completed
Work Completed	5 of 5 confirmed; 1 resident reported the door issue continues, Maintenance will follow up.
Timely Completion	4 favorable;
Professional Service	5 of 5 favorable;
Overall Satisfaction	5 of 5 generally satisfied;
Positive Feedback	Staff were described as professional, timely, and courteous; one resident specifically said the employee was "a gentleman."
Follow-Up Items	Recheck the door at 86 Essex Street, Unit 101; review tenant appointment-notification concerns; note a separate maintenance question at 13 Bertram Terrace; and review the stove-replacement request at 5B Pioneer Terrace.

Key Takeaway

Five resident satisfaction calls were completed for October 2026. All five residents confirmed that the work order was completed and reported general satisfaction with maintenance service. Four residents confirmed timely completion; one resident stated that he did not see maintenance and continues to experience a door issue. Of the three residents who interacted with staff, all described the service as professional, including one resident who said the employee was "a gentleman." Follow-up is needed by maintenance staff for the door at 86 Essex Street, Unit 101, a separate maintenance question at 13 Bertram Terrace, and a stove-replacement question at 5B Pioneer Terrace.

Summary

For the September 2026 reporting period, the Salem Housing Authority maintenance department processed **397 work orders** across State 200, State 667, State 705, State 689, Federal Public Housing, and Housing Opportunities of Salem Inc. Staff completed **352 work orders**, producing an overall completion rate of approximately **89%**, with **45 open work orders** remaining at month-end. The department completed **136 emergency work orders** with an average response time of **0.47 days**. Overall average completion time was **3.94 days**, remaining below the five-day target while staff handled routine repairs, preventive maintenance, inspections, trash removal, extermination, plumbing and electrical work, elevator and alarm response, and other safety-related needs across SHA properties.

5. Maintenance Performance Dashboard

Indicator	September 2026
Total Work Orders	397
Completed	352
Open / Incomplete	45
Emergency Work Orders Resolved	136
Routine Work Orders Resolved	184
Inspection Corrections	23 completed / 9 open
Preventive Maintenance	9 completed / 9 open
Average Completion Time	3.94 Days
Reporting Period	September 1–30, 2026

Development Workload Summary

Development / Portfolio	Completed	Open
Rainbow Terrace	93	18
Garden Terrace	12	1
27 Charter Street	71	7
Pioneer Terrace	50	7
Norton / Bates	13	0
Colonial Terrace	16	0
Morency Manor	38	1
Bertram Terrace	7	0
Dalton Building	19	3
Ruane Building	3	2
Barton and Zisson	15	1
Boston / Bridge Street Family	2	1
117 Congress Street	3	0
Phillips / Essex	10	4

Salem Housing Authority

Inspection Operations Report – October 2026

During September 2026, the Salem Housing Authority completed **61 annual inspections** across the State 200 Family, State 667 Elderly, and State 705 Family programs. All listed inspections were completed by **Patric Bishop or Luis Lopez** between **September 3 and September 25, 2026**.

Overall, **28 inspections passed** and **33 inspections require follow-up**, resulting in an approximate **46% pass rate**. Inspections requiring follow-up represent 54% of the completed activity and will move through corrective work-order closeout and reinspection scheduling.

Inspection activity was highest in the State 667 Elderly portfolio with **31 completed inspections**, followed by State 705 with **17** and State 200 with **13**. Rainbow Terrace had the greatest follow-up need, while Phillips and Pioneer Terrace recorded the highest numbers of passed inspections.

Dashboard

Completed inspection results for September 1 through September 30, 2026

Total Completed	Passed	Follow-Up Required	Pass Rate
61	28	33	46%

Metric	October Report Result	Operational Meaning
Total Inspections Completed	**61**	Annual inspections completed during September 2026 across State 200, State 667, and State 705.
Passed	**28**	Phillips and Pioneer Terrace produced the largest numbers of passed inspections.
Follow-Up Required	**33**	These results identify maintenance corrective action, resident coordination, work-order closeout, and reinspection scheduling needs.
Pass Rate	**46%**	Nearly half of completed inspections passed.

Inspection Activity by Development

Development / Project	Program	Total	Passed	Follow-Up Required	Pass Rate	Follow-Up Priority
Rainbow Terrace	State 200 Family	**13**	3	10	23%	**High**
Pioneer Terrace	State 667 Elderly	**15**	8	7	53%	Medium
27 Charter Street	State 667 Elderly	**10**	4	6	40%	High
Morency Manor	State 667 Elderly	**6**	4	2	67%	Low
Phillips – 84, 86 & 88 Essex Street	State 705 Family	**17**	9	8	53%	Medium
Total	**All Programs**	**61**	**28**	**33**	**46%**	**Portfolio follow-up**

This October report reflects annual inspections completed from September 1 through September 30, 2026. State 667 represented the majority of activity with 31 inspections, or approximately 51% of the portfolio total.

Insights

- **Overall workload:** 61 annual inspections were completed during September 2026.
- **Largest program area:** State 667 Elderly accounted for 31 inspections, including Pioneer Terrace, 27 Charter Street, and Morency Manor.
- **Highest follow-up need:** Rainbow Terrace recorded 10 inspections requiring follow-up and a 23% pass rate; 27 Charter Street recorded 6 inspections requiring follow-up and a 40% pass rate.

Program-Level Inspection Activity

Program	Inspections	Passed	Follow-Up Required	Pass Rate
State 200	13	3	10	**23%**
State 667	31	16	15	**52%**
State 705	17	9	8	**53%**
Total	**61**	**28**	**33**	**46%**

Salem Housing Authority

Elevator Operations Report | October 2026 Board Report

Summary: This October board report summarizes September 2026 elevator activity. Four elevator-related emergency calls were recorded at 45 St. Peter Street: partially opening doors on September 10, two elevator outage/operation reports on September 20–21, and a broken-glass hazard near the freight elevator on September 5. Delta Beckwith also completed a DMMS preventive-maintenance visit during the week of September 28, checking operation of the hydraulic machine valve for Elevators 1–2.

9	7	4	1	3	1	4
Elevator IDs	Addresses	September Calls	DMMS Visit	Past-Due Listed	Due Nov. 2026	Emergency Calls

Snapshot

Location / Elevator ID	September Activity	Status / Follow-Up
45 St. Peter Street 258-P-192 South / 258-P-395 North	Four emergency reports: broken glass near the freight elevator; Elevator 1 doors opening only partially; Elevator 2 reported out of service; and the main elevator intermittently sticking at the 3rd and 5th floors.	Work orders 80996, 81060, 81175, and 81176 were generated and completed. DMMS hydraulic-machine valve operation was checked during the week of September 28.
Other SHA Elevator Sites	No September service-call details were included in the supplied update for the other six tracked addresses.	Continue routine monitoring and monthly contractor maintenance.
Inspection Follow-Up	All elevators are now up to date.	

September Call Detail

September activity was concentrated at 45 St. Peter Street. Four emergency work orders involving an elevator-area glass hazard, restricted door opening, an out-of-service elevator, and intermittent stopping/response issues. All issues were resolved.

Date / WO	Location / Priority	Issue / Recorded Action
09/05/2026 WO 80996	45 St. Peter Street Emergency	Broken glass reported outside the freight elevator on the 3rd floor and near the mailboxes.
09/10/2026 WO 81060	45 St. Peter Street Emergency	Elevator 1 doors reportedly opened only partially and could not be accessed.
09/20/2026 WO 81175	45 St. Peter Street Emergency	Elevator 2, the south elevator, was reported not working and stopped on an unknown floor; the floor indicator was also not working. No person was trapped.
09/21/2026 WO 81176	45 St. Peter Street Emergency	The main elevator was reported shut down, while the second elevator intermittently stuck on the 3rd and 5th floors and required repeated button presses. Maintenance found second elevator to working properly.

Preventive Maintenance and Inspection Follow-Up

Area	September / October Status
Preventive maintenance	During the week of September 28, Delta Beckwith completed a DMMS visit at 45 St. Peter Street for Elevators 1–2 and checked operation of the hydraulic machine valve.
Inspection priorities	All elevators are up to date.
Regulatory Monitoring Teams meeting opportunity	The Massachusetts Board of Elevator Regulations open forum is scheduled for Wednesday, October 7, 2026 at 12:00 p.m., in person at 1 Federal Street, Boston, 6th Floor, Silver Public Hearing Room 6026, with Microsoft Teams access available. Meeting ID: 241 735 569 240 668; Passcode: Rf2Nq7Wm.

Monthly Takeaways: September elevator activity centered on 45 St. Peter Street and generated four emergency work orders. Contractor preventive maintenance included a hydraulic-machine valve operation check during the week of September 28. October priorities are to document closure of the September work orders, verify the three inspection entries listed as expired July 31, 2026, and confirm scheduling for Elevator 258-P-19 before its November 30, 2026 expiration.

Elevator IDs

Location	Elevator ID
5 Barton Square	258-P-1
27 Charter Street - Left Elevator	258-P-18
27 Charter Street - Right Elevator	258-P-19
45 St. Peter Street - South Elevator	258-P-192
45 St. Peter Street - North Elevator	258-P-395
205 Bridge Street	258-P-236
86 Essex Street	258-P-45
3 Broad Street	258-P-235
292 Essex Street	258-P-68

Elevator Inspection Information Tracker

Location	Elevator ID	Inspection	Expiration	October 2026 Status
27 Charter Street	258-P-18	1/24/2026	1/31/2027	**Current**
27 Charter Street	258-P-19	11/5/2025	11/30/2026	**Due soon**
45 St. Peter Street	258-P-192	4/3/2026	4/30/2027	**Current**
45 St. Peter Street	258-P-395	4/3/2026	4/30/2027	**Current**
205 Bridge Street	258-P-236	4/3/2026	4/30/2027	**Current**
292 Essex Street	258-P-68	7/3/2025	7/31/2027	**Current**
5 Barton Square	258-P-1	4/3/2026	4/30/2027	**Current**
3 Broad Street	258-P-235	7/2/2025	7/31/2027	**Current**
86 Essex Street	258-P-45	7/3/2025	7/31/2027	**Current**

BOARD OF COMMISSIONERS — PRE 2004 FUNDS REPORT

Salem Housing Authority | Reporting activity Q3- Q4 2026

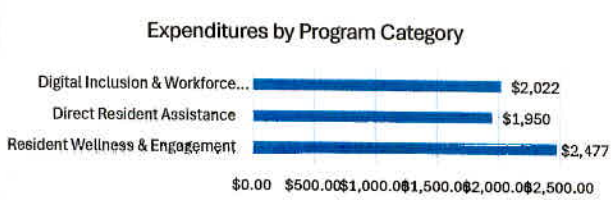
AUTHORIZED FUNDING	EXPENDITURES TO DATE	FUNDS REMAINING
$10,000.00	$6,448.53	$3,551.47

EXECUTIVE SUMMARY

As of September 16, 2026, the agency has deployed $6,448.53 (64.5%) of the Board-authorized $10,000.00 program fund. The remaining balance is $3,551.47. Expenditures supported resident wellness, direct resident assistance, and digital inclusion/workforce readiness.

SPENDING BY PROGRAM CATEGORY

Category	Purpose	Amount	% of Spend
Resident Wellness & Engagement	Wellness programming and supplies	$2,476.97	38.4%
Direct Resident Assistance	$50 grocery gift cards for federal public housing residents	$1,950.00	30.2%
Digital Inclusion & Workforce Readin	Laptop program preparation and Future Forward flash drives	$2,021.56	31.3%
Total Expenditures		**$6,448.53**	**100.0%**



NOTES

- The $10,000 funding authorization is reflected in the source ledger as a Board action dated May 13, 2026.

FINANCIAL RECONCILIATION

Measure	Amount	Status
Authorized funding	$10,000.00	Board authorized
Less: expenditures	-$6,448.53	9 transactions
Calculated ending balance	**$3,551.47**	**Reconciles to source ledger**

EXPENDITURE DETAIL — BOARD SUPPORTING SCHEDULE

Complete transaction population | 9 recorded expenditures

Date	Category	Description	Amount
4/9/2026	Resident Wellness & Engagement	Wellness Wednesdays	$625.00
5/31/2026	Digital Inclusion & Workforce Readiness	Intellibeam/Resident Laptop Program Prep	$1,890.00
6/11/2026	Direct Resident Assistance	Market Basket/$50 gift cards/Fed Public Housing Residents	$1,950.00
6/22/2026	Resident Wellness & Engagement	Wellness Wednesdays	$375.00
6/28/2026	Resident Wellness & Engagement	Wellness Wednesdays	$207.97
7/31/2026	Resident Wellness & Engagement	Wellness Wednesdays	$582.00
8/20/2026	Digital Inclusion & Workforce Readiness	Future Forward Flash Drives	$131.56
9/16/2026	Resident Wellness & Engagement	Wellness Wednesdays	$375.00
9/16/2026	Resident Wellness & Engagement	Well Wednesdays/Supplies	$312.00
Total Expenditures			**$6,448.53**

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Mass Association for Computer & Internet Resources

One laptop per household, while supplies last!

FREE LAPTOP

SALEM HOUSING AUTHORITY



COMPLETE TRAINING IN ONE DAY AND EARN A FREE LAPTOP!

SNACKS AND REFRESHMENTS PROVIDED!

DIGITAL READINESS BOOTCAMP

COMPUTER BASICS, INTERNET BASICS, AND ONLINE SAFETY

Pioneer Terrace Community Room
14 Pioneer Terrace, Salem, MA 01843

Monday – Friday
9:30AM - 4:00PM



SCAN HERE TO REGISTER

CONTACT MACIR ELEVATE SUPPORT
HelpDesk@macir.org | 888-874-8904 | www.macir.org

¡Un dispositivo por hogar, hasta agotar existencias!

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Mass Association for Computer & Internet Resources

COMPUTADORA GRATIS!

SALEM HOUSING AUTHORITY



¡COMPLETA EL CURSO EN UN DÍA Y GANA UNA LAPTOP GRATIS!

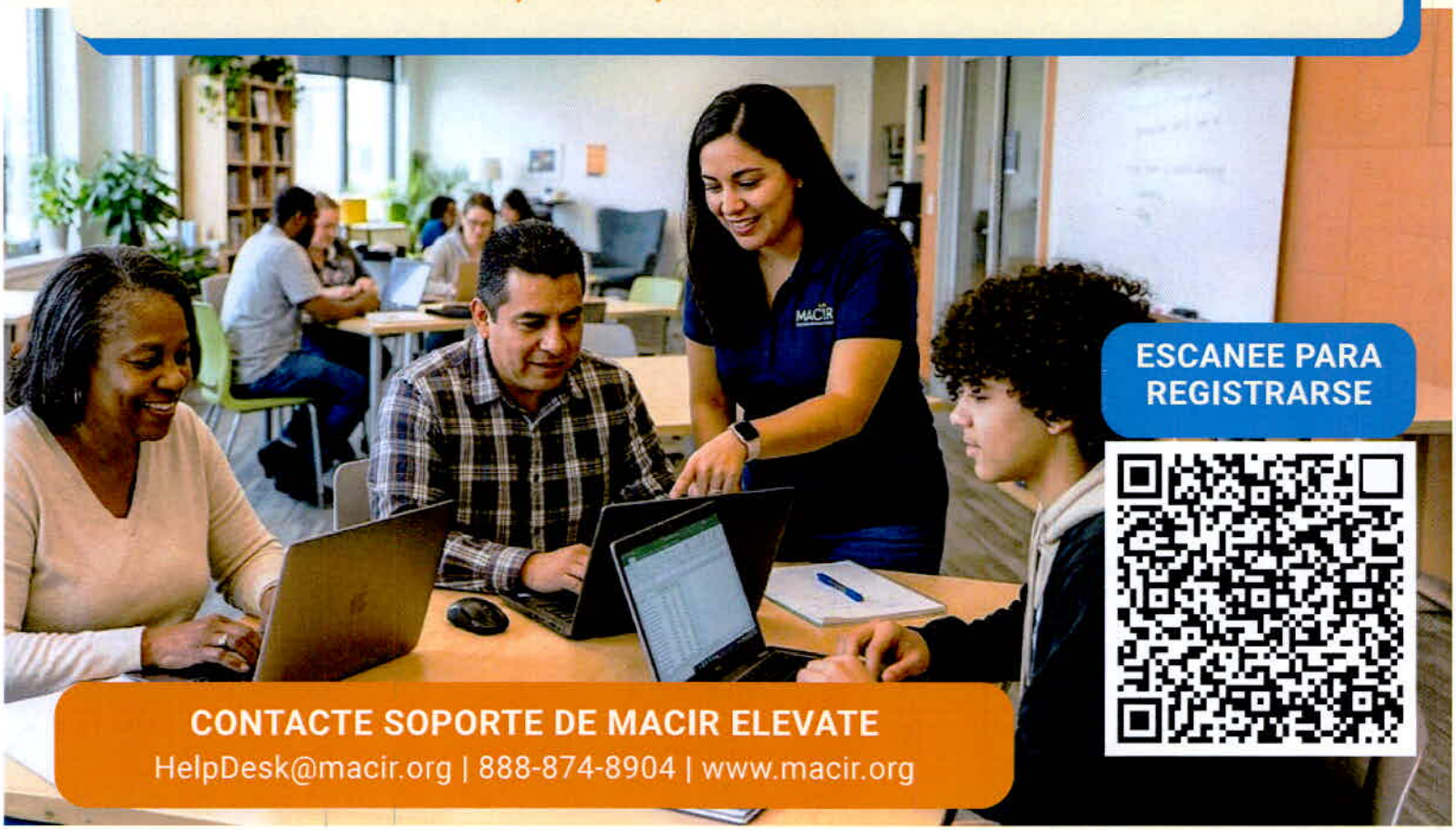
¡TENDREMOS BOCADILLOS Y REFRESCOS!

CURSO DE PREPARACIÓN DIGITAL

CONCEPTOS BÁSICOS DE COMPUTADORA E INTERNET Y SEGURIDAD EN LÍNEA

Sala comunitaria de Pionner Terrace
14 Pioneer Terrace, Salem, MA 01843

Lunes - Viernes
9:30AM - 4:00PM



ESCANEE PARA REGISTRARSE

CONTACTE SOPORTE DE MACIR ELEVATE
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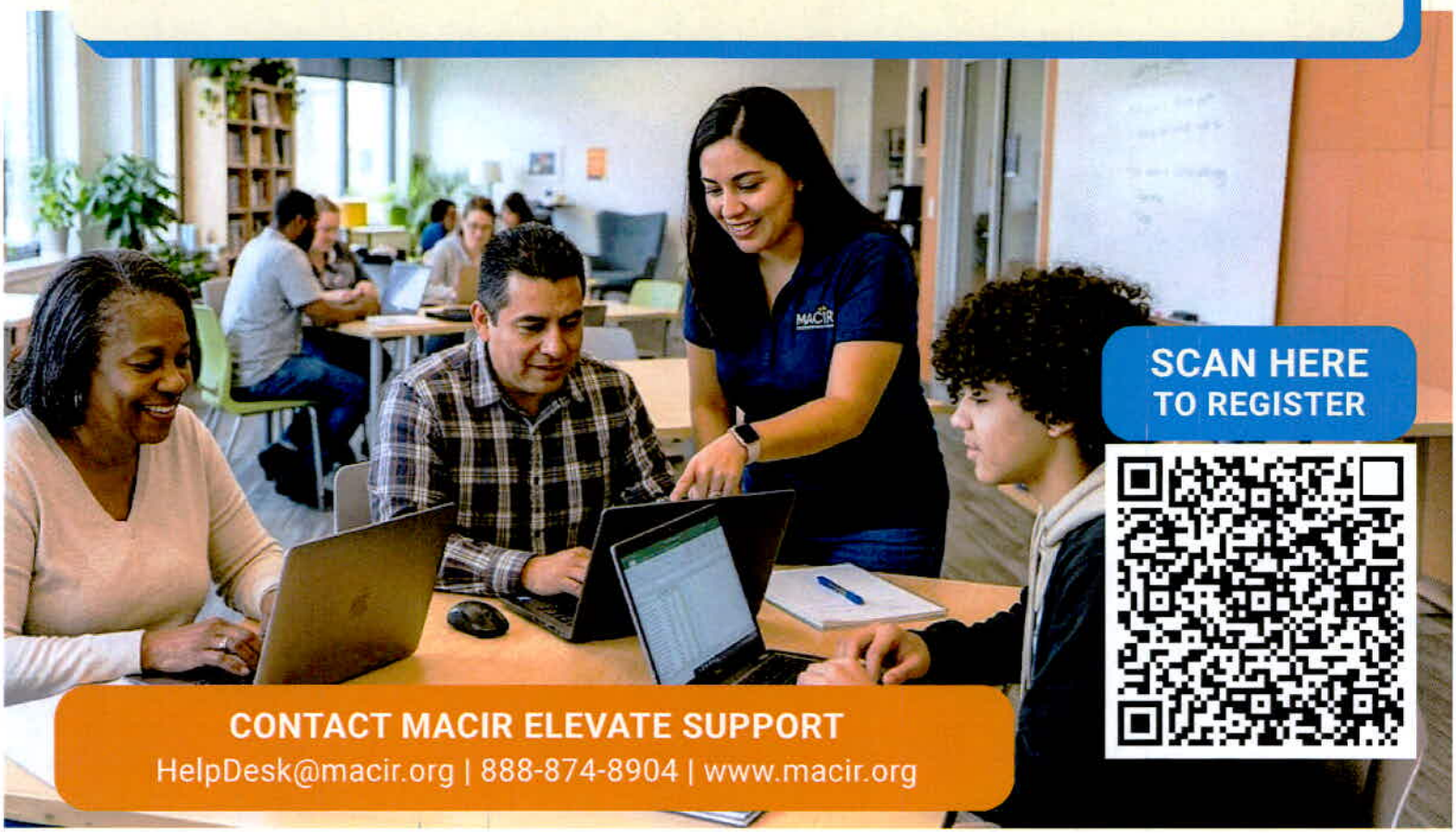
SNACKS AND REFRESHMENTS PROVIDED!

DIGITAL READINESS BOOTCAMP

COMPUTER BASICS, INTERNET BASICS, AND ONLINE SAFETY

Charter Street Community Room
27 Charter Street, Salem, MA 01843

Monday – Friday
9:30AM - 4:00PM



SCAN HERE TO REGISTER

CONTACT MACIR ELEVATE SUPPORT
HelpDesk@macir.org | 888-874-8904 | www.macir.org

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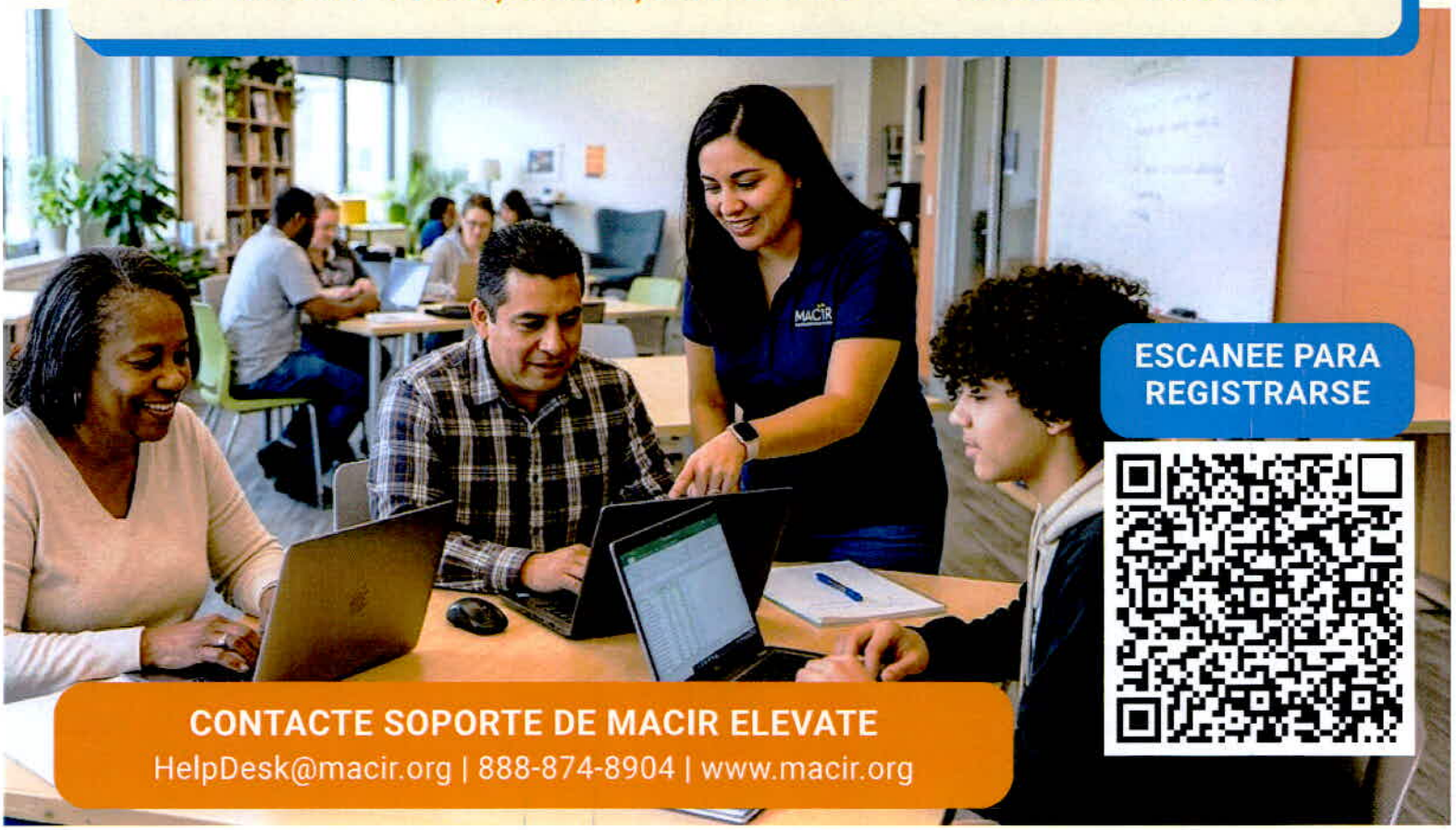
¡TENDREMOS BOCADILLOS Y REFRESCOS!

CURSO DE PREPARACIÓN DIGITAL

CONCEPTOS BÁSICOS DE COMPUTADORA E INTERNET Y SEGURIDAD EN LÍNEA

Sala comunitaria de Charter Street
27 Charter Street, Salem, MA 01843

Lunes - Viernes
9:30AM - 4:00PM



ESCANEE PARA REGISTRARSE

CONTACTE SOPORTE DE MACIR ELEVATE
HelpDesk@macir.org | 888-874-8904 | www.macir.org

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FREE LAPTOP

SALEM HOUSING AUTHORITY



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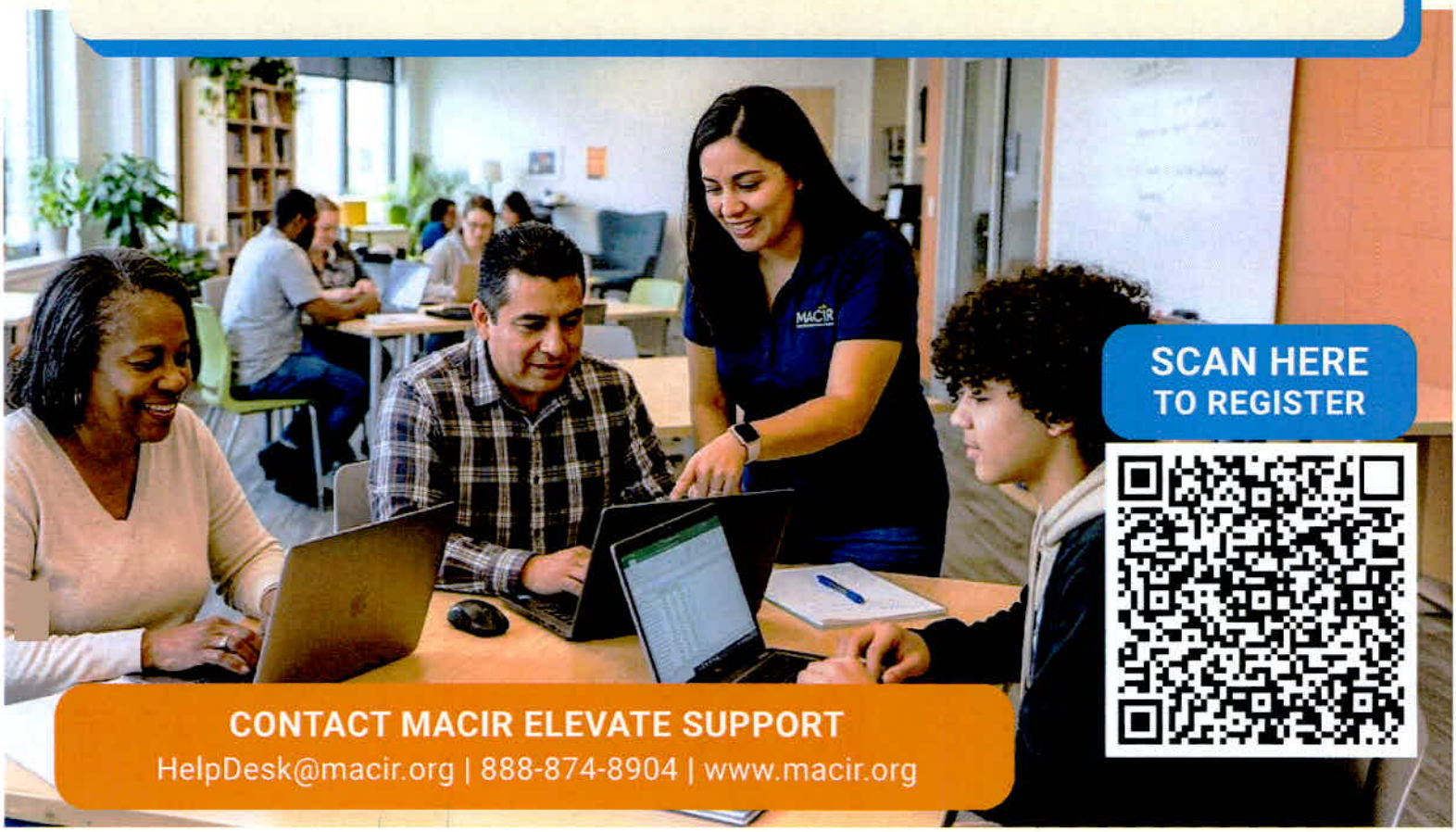
SNACKS AND REFRESHMENTS PROVIDED!

DIGITAL READINESS BOOTCAMP

COMPUTER BASICS, INTERNET BASICS, AND ONLINE SAFETY

Morency Manor Community Room
45 St. Peter Street, Salem, MA 01970

Monday – Friday
9:30AM - 4:00PM



SCAN HERE TO REGISTER

CONTACT MACIR ELEVATE SUPPORT
HelpDesk@macir.org | 888-874-8904 | www.macir.org

¡Un dispositivo por hogar, hasta agotar existencias!

MACIR

Mass Association for Computer & Internet Resources

COMPUTADORA GRATIS!

SALEM HOUSING AUTHORITY



¡COMPLETA EL CURSO EN UN DÍA Y GANA UNA LAPTOP GRATIS!

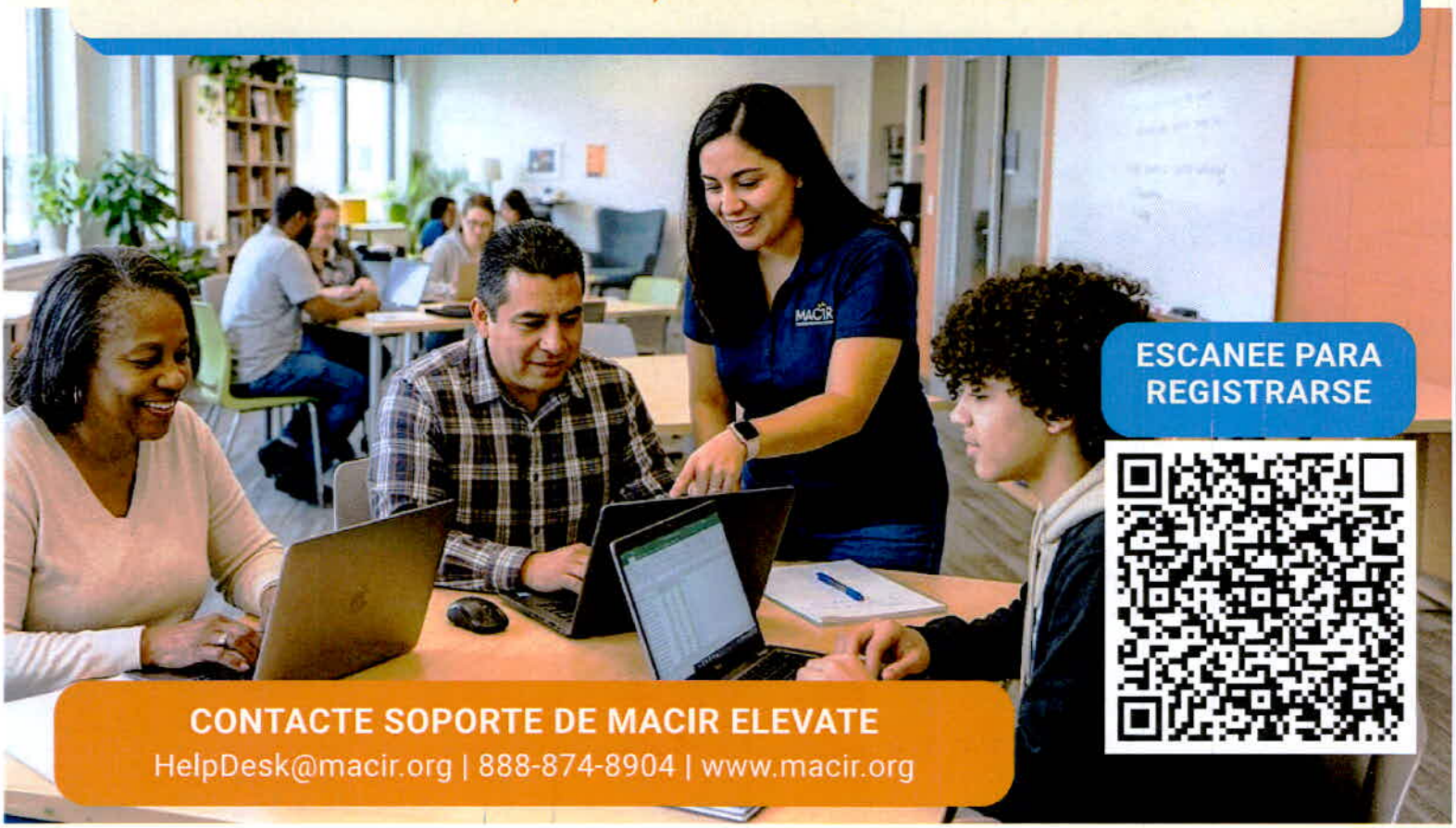
¡TENDREMOS BOCADILLOS Y REFRESCOS!

CURSO DE PREPARACIÓN DIGITAL

CONCEPTOS BÁSICOS DE COMPUTADORA E INTERNET Y SEGURIDAD EN LÍNEA

Sala comunitaria de Morency Manor
45 St. Peter Street, Salem, MA 01970

Lunes - Viernes
9:30AM - 4:00PM



ESCANEE PARA REGISTRARSE

CONTACTE SOPORTE DE MACIR ELEVATE
HelpDesk@macir.org | 888-874-8904 | www.macir.org

Salem Housing Authority

September 2026 Bills

Check Name			Description	Total
A-1 Exterminators, Inc.				
			705-4: K9 Inspections	**$760.00**
Aflac				
	1	CHK	09-26: AFLAC	**$397.16**
AFSCME Council 93				
			08-30-26: Union Dues 09-06-26: Union Dues 09-13-26: Union Dues 09-20-26: Union Dues	**$429.12**
ATI Restoration LLC				
	2	CHK	RT: Fire: Water Mitigation Services	**$8,250.00**
Baystate Interpreters, Inc.				
	3	CHK	Flex Now: Interpreter	**$372.28**
Blue Triton Brands, Inc.				
			Sec. 8: 3/5 Gal. Water 16A RT: 5/5 Gal. Water	**$53.52**
BOFF LLC d/b/a Proxima Moving &				
			Eviction: (4) & (1) cancellation fee	**$14,000.00**
Boston Mutual Life Ins. Co.				
			08-26: Add'l Life	**$367.68**
Canal Realty Development, LLC				
			Sec. 8: 07-01/08-03 Water & Sewer Sec.8: 2023-2025 CAM/Operating 1 of 12	

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Salem Housing Authority

September 2026 Bills

			$6,618.28
City Of Salem			
		FY 26 P.I.L.O.T	
			$13,214.52
City Of Salem			
		200: 98,479 Cu. Ft.	
		667: 84,361 Cu. Ft.	
		705: 10,607 Cu. Ft.	
		705-4: 7,190 Cu. Ft.	
		HOS: 10,956 Cu. Ft.	
			$28,499.28
Comcast			
4	CHK	Cable, Internet, Wifi Connections	$193.35
5	CHK	Cable, Internet, Wifi Connections	$22.15
6	CHK	Cable, Internet, Wifi Connections	$3,198.18
			$3,413.68
Commonwealth of Massachusetts			
7	CHK	Sec.8: Toll	
			$3.15
Commonwealth Of Massachusetts			
8	CHK	09-26: Health, Opins.. & LTD	
			$16,075.35
DeStefano Landscaping, LLC			
		02-25-26: Overage Salt Treatments - Roadways	
			$3,550.00
F. W. Webb Company			
		Accessories/ Plumbing Supplies	
			$3,369.12
Fenton, Ewald & Associates, P.C.			
		2026: Data Input: State Budget & VMS Prep.	

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	08-26: Accounting Services	
		$6,874.00
Fuss & O'Neill, inc.		
	258150 #5	
		$1,680.00
Gail Neibaur		
	Sec. 8: 08-06/09-03: Consulting Leefort Project	
		$1,218.75
Greater Salem Employees Federal		
	08-30-26: Credit Union 09-06-26: Credit Union 09-13-26: credit Union 09-20-26: Credit Union	
		$3,200.00
Haier US Appliance Solutions. Inc.		
	667: 10/20" Electric Stoves	
		$5,660.00
Hayden's Safe & Lock Co.. Inc.		
	705-4: Rekey Lock 667-5: Reinstall HP Operator Access RT: Door Hardware Zisson: Entry Door Repair	
		$2,161.12
Hayden's Systems, Inc.		
	667-6: Fire Alarm: Replace Faulty NT: Troubleshoot Fire Alarm Signal 667-5/8th Floor: Reset Fire Alarm 667-5: Replace Burglar Alarm & PT: Reset Fire Alarm Zisson: 08-26/08-27: Annual 667-5: Replace Wireless Door	

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		NT: Replace Heat Detectors PT: Finish Troubleshoot Open 667,705, & HOS: Troubleshoot Fire	
			$6,985.55
HD Supply Facilities Maintenance			
9	CHK	Maintenance Supplies	$5,828.65
10	CHK	Maintenance Supplies	$199.90
			$6,028.55
Home Depot Commercial Credit			
11	CHK	Maintenance Supplies Range Hood & HTWT Element 705-4/ Rang Hood & Wire Molds	$735.14
			$735.14
Intellibeam LLC			
		Zisson: Battery Back Up & New Laptop: Employee	$1,397.00
			$1,397.00
Interflex Payment LLC DBA/Ameriflex			
		FSA/DCA Fee	
			$5.00
Interflex Payment LLC DBA/Ameriflex			
		FSA/DCA contributions	
			$1,142.32
Javier Serrano			
		Flex NOW: 08-29-26: Ice Cream Truck Event	
			$988.00
Jilcraft Inc.			
		Sec. 8: Custom Pocket Folders Sec. 8: 5,000 Regular Envelopes Office Supplies: 5000 Non Window	
			$4,065.00
John Skouras & Co., Inc.			

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		RT: Two Bedroom 667-6: One Bedroom Bates: One Bedroom GT: One Bedroom	
			$2,650.00
Kelley Annese			
		Pre2004: Paint Your Own Pottery Day: Pre2004: 08-26, 09-02, 09-09: Wellness	
			$687.00
Kitchen and Floor Decor			
		705-4: Kitchen Install	
			$5,546.00
Klein Hornig LLP			
		08-31: General Matters 08-31: Professional Services: 17-27 08-31: Prof. Services: Sec. 18	
			$5,160.00
Labor Logic LLC d/b/a Harpers Time &			
		08-26: Monthly Service	
			$140.00
Maestranzi Bros., Inc.			
12	CHK	Repair Tire	
			$72.00
Management Computer Services.			
		07-26/12-26: New User	$498.00
		HOS: implement & Conversion	$1,000.00
			$1,498.00
Employee			
		Flex RSC: Parking Reimbursement Flex RSC: Kev Tech	
			$62.57
Mass Floors, Inc.			
		PT: VCT, Remove & Disposal	

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Salem Housing Authority

September 2026 Bills

			$4,657.50
MassNAHRO			
13	CHK	07-13-26: MPHA Legal Employee	
			$199.00
McCarthy & Son Landscaping, Inc.			
		08-26: Landscaping	
			$7,989.25
Mini Warehousing, Inc.			
		08-02/09-01: 16A RT Storage 08-12/09-11: RT: Storage 09-12/10-10: RT: Storage 09-02/10-01: 16A RT: Storage	
			$470.00
Morgan,Brown & Joy, LLP			
14	CHK	July 26 CBA Negotiations	
			$5,966.96
National Grid			
15	CHK	667: 162 Therms. HOS: .4 Therms.	
16	CHK	667: 991 Therms.	
17	CHK	667: 47 Therms. 200: 0 Therms. HOS: 103 Therms.	
18	CHK	705-4: 0 Therms.	
			$2,635.20
National Grid			
19	CHK	200: 0 KWH 705-4: 17 KWH HOS: 83 KWH Sec..8: 1,824 KWH	
20	CHK	200: 0 KWH	
21	CHK	200: 22 KWH 705-4: 17 KWH HOS: 66 KWH sEC.8: 1,574 KWH	
22	CHK	667: 0 KWH 200: 299 KWH 705-4: 17 KWH	

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		HOS: 121.5/#2: 21 KWH	
			$1,734.96
National Grid			
23	CHK	667: 178,628 KWH 705: 927 KWH HOS: 6,522 KWH	
			$4,786.22
New England Mobile Systems. Inc.			
		09-26: GPS Monitoring	$0.00
			$303.84
North of Boston Media			
		08-17: Ad: Legal: Bid: Auto Laundry	
			$493.20
NRG Business Marketing			
24	CHK	667: 679.5 Therms.	
			$382.56
Oakridge Construction. Inc.			
		258197 #1	
			$113,643.75
Odyssey Advisors, Inc.			
		09-25/09-26: GASB Prep. 1st Install	
			$2,475.00
OnLine Information Serivces. Inc.			
		Sec. 8: 38 Criminal Reports Sec. 8: 21 SSV Verification Reports 13 Criminal Reports 7 SS Verification Reports	
			$2,354.45
Patriot Constable Service. LLC			
		2 services	
			$100.00
Pierce Property Services LLC			
		667-6: Roof Repairs Per Garland Report	

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		26 Park & 33 Park: Rood Repairs Per Garland Report	
			$6,000.00
Pitney Bowes Bank Inc. Reserve Account			
25	CHK	667-5: Postage	
			$5,000.00
Pitney Bowes Global Financial Services. Llc			
26	CHK	06-23/09-22: Sec.8: Mail	
			$1,050.27
Powderhouse Plumbing. Inc.			
27	CHK	258208 #1	
			$82,730.56
Principal Bank as Custodian FBO			
28	CHK	08-30-26: Deferred Comp. "OBRA"	$269.72
29	CHK	09-06-26: Deferred Comp. "OBRA"	$289.90
30	CHK	09-13-26: Deferred Comp. "OBRA"	$299.63
31	CHK	09-20-26: Deferred Comp."OBRA"	$275.57
			$1,134.82
Principal Bank as Custodian FBO			
32	CHK	08-30-26: Deferred Comp.	$1,125.00
33	CHK	09-06-26: Deferred Comp.	$1,125.00
34	CHK	09-13-26: Deferred Comp.	$1,125.00
35	CHK	09-20-26: Deferred Comp.	$1,125.00
			$4,500.00
Rafael Batista			
		09-26: Monthly Cleaning 667-6: Clean Up	
			$5,000.00
Rene C. Lamarre Co., Inc.			
		73 Boston St: Concrete Stair #258197: Clerk #1	
			$6,738.00
Reworld Sustainable Solution. LLC			
		08-17/08-21: Trash Disposal	

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		09-08/09-14: Trash Disposal	
			$177.94
Safety Insurance Co.			
36	CHK	09-26/09-27: Auto Ins.	
			$27,171.00
Salem Contributory Retirement			
		08-30-26: Retirement 09-06-26: Retirement 09-13-26: Retirement 09-20-26: Retirement	
			$23,011.46
Sperling Interactive			
		09-26: Website Maintenance	
			$520.00
Staples Advantage			
		MHA: 2/Bxs. Window Envelopes	
			$52.16
The Guardian Life Insurance			
37	CHK	09-26; Admin 09-26: Dental	
			$3,266.85
Toshiba America Business Solutions			
		08-15/09-14: 667-5 & 16A RT Copiers 08-15/09-14: Sec. 8 Copier 09-15/10-14: Zisson Copier 08-15/09-14: Zisson Copier & Overages 08-15/09-14: Sec. 8 & 667-5: Copiers 09-15/10-14: Sec. 8 & 667-5: Copiers 09-15/10-14: Sec. 8 Copier 09-15/10-14: 667-5 & 16A RT: Copiers 08-15/09-14: Sec. 8 & 667-5 Scanners	

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		09-15/10-14: Sec. 8 & 667-5 Scanners	
			$4,591.60
Toshiba Business Solutions			
		sec.8: 4/Waste Toner	
		4/Black Toner	
			$503.00
U.S.Electrical Services. Inc.			
38	CHK	667-7B: Emergency Light Batteries	$78.34
39	CHK	Flex Wire Mold Connections	$168.54
			$246.88
W. B. Mason Co., Inc.			
		Office Supplies	
			$5,315.51
W. W. Grainger			
		Maintenance Supplies	
			$190.65
Weaver Glass, LLC			
		667-5: Main Office Entry Balance	
			$5,893.69
Windows In Stock . Com			
		667-6: Window Channel Balance	
		(1) PT: Window Repair	
			$946.80
Elan Financial Services			
	INV	Credit Card Payment	
			$4,274.75
Harpers Payroll			
		09/03/2026 Payroll	$43,303.19
		State & Federal Withholding	$10,706.19
		Harpers Invoice	$107.83
		09/10/2026 Payroll	$45,188.88

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Salem Housing Authority

September 2026 Bills

State & Federal Withholding	$11,337.47
Harpers Invoice	$109.73
09/17/2026 Payroll	$45,057.50
State & Federal Withholding	$10,875.73
Harpers Invoice	$112.03
09/24/2026 Payroll	$54,289.44
State & Federal Withholding	$15,823.57
Harpers Invoice	$113.93
	$237,025.49

Total Checks : 39

Totals Payments ***$730,862.46***

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Section 8

Repayments Collected 10/01/2025 - 9/30/2026

October 2025	$	11,865.00
November 2025	$	7,182.72
December 2025	$	7,240.00
January 2026	$	10,456.59
February 2026	$	18,330.00
March 2026	$	12,125.00
April 2026	$	10,011.00
May 2026	$	16,604.00
June 2026	$	8,687.00
July 2026	$	11,239.00
August 2026	$	15,633.00
September 2026	$	11,014.00
Total	**$**	**140,387.31**

9/30/2025

PUBLIC HOUSING
RETRO RENTS COLLECTED IN OCT 2025 - SEPT 2026

STATE:

200

Oct-25	$9,372.61
Nov-25	$10,178.14
Dec-25	$10,064.75
Jan-26	$4,983.75
Feb-26	$7,273.50
Mar-26	$5,717.00
Apr-26	$8,040.50
May-26	$11,307.25
Jun-26	$4,527.00
Jul-26	$7,322.25
Aug-26	$7,515.50
Sep-26	$7,677.50
TOTAL:	$93,979.75

705

Oct-25	$633.50
Nov-25	$100.00
Dec-25	$416.00
Jan-26	$377.00
Feb-26	$604.00
Mar-26	$320.50
Apr-26	$277.00
May-26	$1,069.00
Jun-26	$50.00
Jul-26	$366.00
Aug-26	$208.00
Sep-26	$200.00
TOTAL:	$4,621.00

689

Oct-25	$0.00
Nov-25	$0.00
Dec-25	$0.00
Jan-26	$0.00
Feb-26	$0.00
Mar-26	$0.00
Apr-26	$0.00
May-26	$0.00
Jun-26	$0.00
Jul-26	$0.00
Aug-26	$0.00
Sep-26	$0.00
TOTAL:	$0.00

667

Oct-25	$261.00
Nov-25	$13,426.00
Dec-25	$492.00
Jan-26	$914.00
Feb-26	$12,466.00
Mar-26	$1,526.00
Apr-26	$657.00
May-26	$994.00
Jun-26	$1,296.00
Jul-26	$1,097.00
Aug-26	$528.00
Sep-26	$5,990.00
TOTAL:	$39,647.00

STATE TOTAL: **$138,247.75**

FEDERAL:

FEDERAL PUBLIC

Oct-25	$313.75
Nov-25	$313.75
Dec-25	$637.75
Jan-26	$421.75
Feb-26	$323.75
Mar-26	$313.75
Apr-26	$313.75
May-26	$429.75
Jun-26	$250.75
Jul-26	$43.00
Aug-26	$457.00
Sep-26	$88.00
TOTAL:	$3,906.75

FEDERAL TOTAL: **$3,906.75**

GRAND TOTAL FOR ALL PROJECTS: $142,154.50

10/5/2026

SALEM HOUSING
AUTHORITY

Cathy Sheehan, Executive Director

Main Office and Public Housing Department
27 Charter Street, Salem, MA 01970

Section 8 Department & Procurement/Modernization
136 Canal Street, Suite 2, Salem, MA 01970

Telephone: 978-744-4431 Fax: 978-744-9614
Website: www.salemha.org

MINUTES OF THE SPECIAL BOARD OF DIRECTORS MEETING WEDNESDAY, AUGUST 26, 2026 6:00 p.m.

I. Called Meeting to Order at 6:02 p.m.

This meeting was held virtual only.

II. Roll Call

Present	Absent
Veronica Miranda	Romell Kidd
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

Also Present: Cathy Sheehan, Executive Director, Gary Dean, Director of Operations, Anne Cameron, Executive Assistant, Massiel Garcia, Finance Director, Jacqueline Guzman, Director of Leased Housing, (Virtual) Maureen Thomas, Director of Public Housing, Luis Lopez, Director of Maintenance and Patric Bishop, Maintenance Personnel

III. Tenant/Public Engagement

See Attached Summary. There was 1 comment.

SEE ATTACHED SUMMARY FOR ARTICLE III THROUGH ARTICLE XIII

IV. Minutes of Previous Meeting(s)

Patricia Morsillo moved to approve the minutes of the Special Board Meeting of June 17, 2026. Veronica Miranda seconded the motion and the roll call vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

Equal Opportunity Employer

Patricia Morsillo moved to approve the minutes of the Regular Board of Directors Meeting with Public Hearing on Draft State Annual Plan/Capital Improvement Plan of July 8, 2026. Veronica Miranda seconded the motion and the roll call vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

V. Executive Director Report

- Executive Director Report – August 2026

VI. Tenant Representative Report

- August 2026 – See Report attached hereto,

VII. Communications

- Mass NAHRO Newsletters July/August 2026
- Updated Waitlist
- SHA Department Reports (Vacancy Report, State and Federal, CHAMP Report, Modernization Report, Voucher Report, Family Self-Sufficiency Program Report (Federal) (Quarterly), Future Forward Report State Self-Sufficiency Program, Resident Service Coordinator Reports, Maintenance Report for Month of July 2026) , Elevator Operations Report July 2026, Kitchen Remodeling Progress, Inspection Operations Report, Security and Door Entry Systems Report, Pre-2004 Section 8 Monies (Quarterly Report)
- Mandatory Board Member Training Reminder (Veronica Miranda, expires 8/8/28, Romell Kidds expires 7-24-26 deadline to complete 9/1/2026), Aaron Paternoster, expires 4-26-27, Emily Ullman expires 10-8-27 and Patricia Morsillo expires 2-21-28)
- Salem Housing Authority Audited Financial Statements As of and For the Year Ended September 30, 2025

VIII. Reports of the Committees

There were no reports of the committees.

IX. Recommendations of the Chair

There were no recommendations of the Chair.

X. Report of the Treasurer

Bills

Cathy Sheehan will present the Bills for the period July 1, 2026 through July 31, 2026 to the Board of Directors.

Emily Ullman moved to acknowledge receipt of the bills for the period July 1, 2026 through July 31, 2026 as presented. Patricia Morsillo seconds the motion and the **roll call** vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

Balance Sheet and Statements of Revenues and Expenses

The Balance Sheet and Statements of Revenue and Expenses includes any variances in the budget at this point in time

Patricia Morsillo moved to accept the Balance Sheet and Statements of Revenues and Expenses prepared by Paul Pavia of Fenton, Ewald & Associates, P.C. for nine (9) months ending June 30, 2026. Emily Ullman seconded the motion and the **roll call** vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

XI. Unfinished Business

Tenant Representative Report (See Report Attached hereto)

XII. New Business

Memorandum of Understanding Between the Salem Housing Authority and Beacon Community Services, LLC relative to the Development of a 120—142 Unit Affordable

Housing Development referred to as the "Highlands" located at 17-27 First Street, Salem, Massachusetts.

Cathy Sheehan will present and discuss with the Board of Directors the Memorandum of Understanding Between the Salem Housing Authority and Beacon Community Services, LLC relative to the Development of a 120—142 Unit Affordable Housing Development referred to as the "Highlands" located at 17-27 First Street, Salem, Massachusetts.

Patricia Morsillo moved to table the Memorandum of Understanding Between the Salem Housing Authority and Beacon Community Services, LLC relative to the Development of a 120—142 Unit Affordable Housing Development referred to as the "Highlands" located at 17-27 First Street, Salem, Massachusetts until the September 2026 Board Meeting Veronica Miranda seconded the motion and the roll call vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

Amendment #23 to Contract for Financial Assistance Program 5001 in the amount of $2,700,000.00 for the Comprehensive Modernization Program award for 667-5 Charter St. Exterior Envelope Upgrade Due to Water Infiltration

Cathy Sheehan will present and discuss with the Board of Directors Amendment #23 to Contract for Financial Assistance program 5001 in the amount of $2,700,000.00 for the comprehensive modernization program award for 667-5 Charter St. exterior envelope upgrade due to water infiltration.

Veronica Miranda moved to approve Amendment #23 to Contract for Financial Assistance program 5001 in the amount of $2,700,000.00 for the comprehensive modernization program award for 667-5 Charter St. exterior envelope upgrade due to water infiltration. This amendment increases the CFA to $31,730,612.82 with an expiration date of 6/30/2035. Patricia Morsillo seconded the motion and the roll call vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

Price Quote Proposal for Snow Removal Services at 7 locations from November 1, 2026 through April 30, 2027.

Emily Ullman moved to accept the price quote proposal for snow removal services at 7 locations from November 1, 2026 through April 30, 2027 as presented by DeStefano Landscape & Snow Company in the amount of $149,940.00. Patricia Morsillo seconded the motion and the roll call vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

Bid for EOHLC project 258182 Door Replacement at several locations.

Patricia Morsillo moved to accept the lowest responsive and responsible bid by EC Interiors LLC in the amount of $110,151.00 for EOHLC project 258182 Door Replacement at several locations. EOHLC has reviewed and approved the bid. Veronica Miranda seconded the motion and the roll call vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

XIII. Other Business/Late Communications

XIV. Adjournment

Veronica Miranda moved that the Board adjourn the Special Meeting of Wednesday, August 26, 2026 at 6:58 p.m. seconded the motion and the vote was as follows:

Ayes	Nays
Veronica Miranda	
Patricia Morsillo	
Aaron Paternoster	
Emily Ullman	

Tenant Representative Report for August 2026

August 2026:

Since my last Tenant Representative Report, I have continued to think about how we can strengthen communication, resident engagement, and accountability between the Housing Authority, the Board, and the residents we serve.

Mediation and Organizational Learning

The Board previously tabled discussion regarding mediation/training until August. I had expected that I would be unable to attend this meeting but I was able to, which was part of the reason why the mediation conversation was not held in August.

I look forward to hearing from my fellow Board members next month regarding whether and how they believe mediation and/or another form of organizational learning and repair should move forward.

AGREEMENT BY AND BETWEEN THE

SALEM HOUSING AUTHORITY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 2762

"MAINTENANCE EMPLOYEES"

OCTOBER 1, 2023~~6~~ – SEPTEMBER 30, 2026~~9~~

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PREAMBLE

This agreement entered into by the Salem Housing Authority, hereinafter referred to as the Employer, and Local 2762, State Council 93, American Federation of State, County, and Municipal Employees AFL-CIO, hereinafter referred to as the Union, has as its purpose the continuation of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing the wages, hours, and other terms and conditions of employment for all regular full time and part time labor service employees employed by the Salem Housing Authority, including Maintenance Mechanic (3 Tiers); Housing Authority Repair Person (3 Tiers); Groundskeeper/Custodian (3 Tiers); Laborer; Electrician; & Plumber~~including laborer, maintenance mechanic laborers, maintenance laborer/electrician and maintenance laborer/plumber~~ but excluding the Director of Maintenance, and all administrative, supervisory, clerical, managerial, confidential and all other employees of the Housing Authority, pursuant to the certification issued in MCR-4707 by the Massachusetts Labor Relations Commission.

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ARTICLE 2
RIGHTS OF THE HOUSING AUTHORITY

A. The parties agree that except as specifically and directly modified, amended or obliged by law or by express language in a specific provision of this Agreement, the Housing Authority retains all rights, powers and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion.

B. The category of exclusive rights, powers and prerogatives retained and reserved to the Housing Authority shall expressly include, and nothing herein shall be deemed to limit, impair, or qualify, the Housing Authority's exclusive right to manage the Housing Authority's operations.

C. The Director of Maintenance primarily oversees the bargaining unit employees. The Executive Director, Director of Operations, and Facilities and Operations Manager may take the role of supervising and/or providing direction to Maintenance Staff.

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ARTICLE 3
UNION DUES, INITIATION FEES AND AGENCY FEES

A. Employees shall tender the initiation fee (if any) and weekly membership fees by signing the authorization of dues form. During the life of this agreement, the Employer agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed said form and remit the aggregate amount to the Treasurer of the Union. Union membership dues deductions shall be made from the first pay period of each week. No deduction shall be made from the pay of an employee for any week in which the employee's net earnings in that week, after other deductions, are less than the amount of dues to be checked off.

B. Upon compliance by the Union with the necessary statutory requirements, the Employer will require as a condition of employment the payment of an agency service fee in the same amount as Union dues by an employee who is not a member of the Union on or after the thirty-first (31st) day following the beginning of such employment or the effective date of this Agreement, whichever is later. The Employer also agrees that upon appropriate written authorization executed by such employee, it will deduct the agency service fee once each week from the pay of the employee and will remit weekly the aggregate amount of such deductions to the Treasurer of the Union. In consideration of the Employer agreeing to include this agency service fee provision, the Union agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities, or costs which may arise out of entering into or enforcing this article.

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ARTICLE 4
DISCRIMINATION

A. Pursuant to the Equal Opportunity Employment Policy of the Authority, there shall be no discrimination by the Employer or the Union, or their agents or representatives, against any employee on account of race, creed, color, age, national origin, disability, sex, sexual preference or political affiliation.

B. There shall be no discrimination by the Employer or its agents or representatives against any employee because of his/her membership and/or activity in the Union. Likewise, there will be no discrimination by the Union, its officers or members against any employee for non-membership in the Union.

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ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURES

A. Any grievance or dispute which may arise between the parties, regarding the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Step 1: By informal discussion between the aggrieved employee (with or without a union representative) and the Director of Maintenance, within five (5) working days of the date of the occurrence giving rise to the dispute or the employee's knowledge of its occurrence.

Step 2: If not settled pursuant to Step 1, the Union Steward or the employee shall take up the grievance or dispute in writing with the Executive Director or his/her designee within five (5) working days following the date of the Step 1 discussion. The Executive Director or his/her designee shall attempt to adjust the matter and shall respond to the employee or the Union within seven (7) working days following the hearing on the written grievance.

Step 3: If the grievance has not been settled at Step 2, it shall be presented in writing to the Board within five (5) working days after the Executive Director's response is due. The Board shall, if possible, hear the grievance at the next regularly scheduled Board meeting. Within ten (10) working days of the hearing on the grievance, the Board shall provide the Union with a written response as to its finding.

Step 4: If the grievance remains unsettled after step 3 is completed, the Union, and only the Union, may within fifteen (15) days after the reply of the Board is due, by written notice to the Authority, request arbitration. The arbitration proceeding shall be conducted by an Arbitrator selected in accordance with the rules and regulations of the

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American Arbitration Association (AAA), provided that the parties do not otherwise agree to the selection of a mutually acceptable arbitrator. The decision of the Arbitrator shall be issued within 30 days of the close of the hearing record. The Arbitrator's decision shall be final and binding on the parties, provided that such decision shall be restricted to an interpretation or application of the terms of this Agreement and shall not alter or expand the provisions of this Agreement or contain any recommendations thereto. Such decision will, however, be subject to review in accordance with the procedure established under the provisions of Chapter 150C. The expenses for the Arbitrator's services shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for the record and makes copies available to the other party and to the Arbitrator.

B. Failure of any of the representatives of the Salem Housing Authority to answer within the time specified at any step of this grievance and arbitration procedure shall be considered as though the grievance was denied, which shall mean that the appeal can be taken to the next step as though a negative answer had been received. This limitation may be waived only by mutual agreement of the parties.

C. Any grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be conclusively considered settled on the basis of the decision last made and shall not be subject to further appeal and/or arbitration.

D. The parties agree that no restrictions are intended on the rights and powers of the Housing Authority except those specifically and directly set forth in express language in specific provisions of this Agreement.

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ARTICLE 6
SENIORITY

The length of service of the employee in the Salem Housing Authority shall determine the seniority of the employee. If a new hire's immediate prior employer was another public housing authority in the Commonwealth, the Executive Director, in their sole discretion, may credit none, some, or all time the new hire served at the prior housing authority for (1) placement for vacation accrual, and (2) wage tier calculation only. The Executive Director's determination whether and/or how much prior service credit is granted is not subject to the grievance and arbitration procedure. A new hire will serve a six (6) month probationary period, and if their employment is being continued, the employee will be issued one-half (½) of their first year vacation accrual for use, and then accrue vacation weekly thereafter.

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ARTICLE 7
PROBATIONARY PERIODS

New employees shall serve a six (6) month probationary period. During this six (6) month probationary period, employees have no seniority status and may be discharged with or without cause. Disciplinary action (including discharge from employment) taken prior to the end of an employee's probationary period shall not be subject to the grievance and arbitration procedures provided for in this Agreement.

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ARTICLE 8
JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant and the Authority decides to fill it, such vacancy shall be posted in a conspicuous place listing duties, qualifications, hours of work and salary. This notice of vacancy shall remain posted for seven (7) working days. Employees who are interested shall apply in writing within five (5) working days following the expiration of the posting period. In selecting among employees for the vacancy, the Authority will take into consideration the employees' length of service, work performance, attendance and any relevant training or licenses obtained. Such a vacancy may be filled from outside the bargaining unit if no bargaining unit employee is qualified for the position.

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ARTICLE 9
HOURS OF WORK

A. The work week shall consist of five (5) consecutive eight (8) hour days, currently 7:30 A.M. to 43:930 P.M., Monday through Friday, inclusive. Employees shall receive a paid a ~~forty-five (45)~~thirty (30) minute lunch period (12:00 P.M. until 12:~~45~~30 P.M.). There shall be no morning or afternoon break periods, ~~fifteen (15) minutes of which shall be paid, and one fifteen (15) minute morning break between (9:30 A.M. and 10:00 A.M.), which shall be taken "on site", excepting that if there is coffee available at a retail store in close proximity of the work site, the employee may leave the site to obtain coffee providing he informs the Director of Maintenance, by telephone or text, when he leaves and when he returns. All break times shall include any travel time.~~

B. Maintenance Shop Television Set – The television set located in the Maintenance Shop is not owned by the Authority but rather is owned by the Union who is responsible for its upkeep and/or replacement. The Authority, at its expense, will allow for its cable provider to provide basic service for said television. The employees are authorized to watch television during their contractual break times and not otherwise during their normal hours of work.

~~B.~~C. Second Shift – The Authority may implement a second shift (3:00 – 11:00 pm) at its discretion during the duration of this Agreement.

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ARTICLE 10
OVERTIME

A. Employees covered by this Agreement shall be paid overtime at the rate of time and one-half (1½) his/her regular rate of pay for hours worked over forty (40) in any one (1) week.

B. Excepting for being on "on-call", employees called back to work after having completed their assigned work and who have left the work site and before their next regular starting time, shall be paid at the rate of time and one-half for all hours worked on such a recall. Employees called in to work on a Sunday or paid holiday shall be paid at the rate of two (2) times the regular rate of pay, with a guaranteed minimum of two (2) hours pay at the double time rate.

C. The Director of Maintenance shall equally and impartially distribute overtime among employees in each classification who ordinarily perform such related work in the normal course of their work week.

D. Overtime shall be avoided as far as possible, but may be required in the interest of efficient operations of the Authority, and in instances such as snowstorms, floods, fires and other emergencies. In the event such overtime is required, the Director of Maintenance will take into consideration the needs of the SHA and the ~~and skills to address the event first, and offer it to each employee possessing the~~ necessary skills required to address the overtime event. The overtime opportunity shall be offered to an employee or employees possessing the necessary skills with consideration of both seniority and fair distribution to those employees expressing interest in the overtime opportunity. ~~in order of seniority on a rotating basis. All employees may be required to come in, for example in the instance of snowstorms or major events.~~ ~~first offer it to~~

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~~each employee in order of seniority, on a rotating basis. If there are no mandated to work.~~ In the event an overtime opportunity presents itself that does not require labor of a particular skill, then the SHA shall consider lesser skilled employees for such overtime coverage with consideration of both seniority and fair distribution to those employees expressing interest in the overtime opportunity. All employees may be required to report for overtime coverage in the event of a snowstorm or other emergencies requiring such a response.

E. All regular overtime must be approved in advance by the Director of Maintenance or his/her designee. When an employee is "on call", his/her decision to respond to a call shall be based upon his/her best business judgment, consistent with Authority policy insuring the wellbeing of the tenant. In cases of uncertainty, the Director of Maintenance shall be called for clarification and guidance.

F. On-Call Policy — Each Maintenance Employee will be on-call every nine (9) weeks for one week (Monday-Monday). The on-call schedule is developed in January for the perspective year. If a situation arises in which the on-call Maintenance Employee is unable to perform his/her on-call duties, the employee must provide an explanation to the Director of Maintenance about why they cannot perform the on-call duties. If the Director of Maintenance excuses the employee from their on-call assignment, the employee scheduled to be on-call must attempt to find a switch, which needs to be approved by the Director of Maintenance, and call the answering service. If the employee cannot find a switch and the Maintenance Director finds the replacement on-call employee, then the Maintenance Director or designee will call the answering service.

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If the employee cannot find a switch that is approved by the Director of Maintenance, the following actions will be taken:

a. The Director of Maintenance~~Supervisor~~ will ask for volunteers to serve out the week and/or any remaining time of the week for the individual who cannot perform those duties. That individual will be on-call until the following Monday.

b. If there is more than one volunteer, then the employee with the highest seniority will be on call.

c. If there are no volunteers, then the Director of Maintenance ~~Supervisor~~ will assign the on-call responsibility to the individual with the least amount of seniority. Once an employee has been assigned the on-call responsibility, the next on-call assignment will go to the next lowest senior man and continue to rotate up the seniority ladder thereafter.

d. The on-call stipend will be paid by the Salem Housing Authority on a per diem basis directly to the employee(s) who worked, which stipend shall include the on-call compensation of $400.00/week for the on-call employee who is receiving the on-call phone calls. Upon the Authority's implementation of the Second Shift, the on-call stipend shall be reduced to $275.00 per week.

e. At no time will the previously developed on-call schedule be changed under any other circumstances.

f. This policy is to be used for emergencies as determined by the Executive Director or his/her designee.

When on "on-call", an employee shall be paid at his regular rate of pay until he/she has exceeded forty (40) hours in his/her regular work week. Thereafter, he or she will be paid at his/her overtime rate for the hours worked. When responding to an on-call, the employee will be guaranteed two (2) hours of work, which do not include guaranteed two (2) hours of work for instances when a tenant is locked out of his/her unit a/k/a "*a lockout*". An on-call employee will receive a one hour minimum for responding to a lockout. However, if an additional call or calls are received during this guaranteed time, the employee will respond without added compensation. In no instance, will there

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be multiple overtime billing. An employee assigned to "on-call" shall commence his/her assignment as of the end of the regular work shift on Monday and continue until the beginning of the work shift on the following Monday. The ~~Executive~~ Director of Maintenance or his/her designee will change the on-call phone number every week to the employee's phone number who is on-call for the prospective week. ~~–~~Employees will no longer have to exchange a mobile phone.

G. When responding to a call for service, if the on-call employee determines that the skills of an additional employee is required to address the service call, the on-call employee should contract the Director of Maintenance for approval to call in an additional employee. An additional employee called in to work will be guaranteed two (2) hours of work.

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H. In Emergency situations where Salem Housing Authority determines that a private contractor is needed to perform remedial work, the "on call" employee will assist in such remedial work at the discretion of the Director of Maintenance. Upon completion of the remedial work, and/or upon commencement of the regular shift of the "on call" employee, the employee is expected to work his/her regular shift, unless he/she opts to use a contractual benefit in lieu of working his/her regular shift."

I. The overtime sheet must be submitted promptly on the Monday morning following the call week to the Director of Maintenance and Director of Operations who will review the log to determine the validity of emergency versus non-emergency calls. The overtime sheet shall contain the actual times worked. The Director of Maintenance and Director of Operations shall have final authority as to what circumstances constitute valid emergency calls.

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Employees shall not be paid additional compensation for swapping the Service Phone on Mondays.

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ARTICLE 11
UNION REPRESENTATIVES

A. A written list of Union stewards, officers and other representatives shall be furnished to the Executive Director immediately after their designation, and the Union shall notify the Executive Director promptly of any changes.

B. Upon the prior written approval of the Executive Director, one Union Steward shall be granted reasonable time off with pay, during working hours, to investigate a grievance and for discussion of that grievance with the Executive Director and/or Union Representative. Such approval not to be unreasonably withheld.

C. The Authority agrees to provide one (1) bargaining unit employee with one (1) day off per calendar year without loss of pay to attend the Union's annual convention.

D. The Authority agrees to allow the union's staff representative the right to enter its premises so long as prior notice is provided to the Executive Director.

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ARTICLE 12
HOLIDAYS

A. The following days shall be paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Good Friday - ½ Day	December 24 - ½ Day
Memorial Day	Christmas Day
Juneteenth	Christmas Day
Independence Day	December 31 - ½ Day

and any other day that may be declared a paid holiday by the Governor of the Commonwealth. The day after Thanksgiving is a non-premium day, compensatory time to be given in lieu of working.

B. Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday. ~~If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation.~~ All work performed on a holiday shall be paid at the double time (2x) rate in addition to the holiday pay.

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ARTICLE 13
VACATIONS

A. AThe vacation year of thean employee shall be for a period of twelve (12) months commencing on their his or her work anniversary date of hire and subsequent anniversary. Within an employee's first year of employment, half of their annual vacation days shall be provided in a lump sum after six (6) months of employment. After six months, vacation accrual shall begin on a weekly basis according to the following rates Vacation accruals begin after the expiration of the probationary period. All permanent employees shall be credited weekly with vacation leave with pay at the following rate as follows:

After sSix months: 5 days lump sumone (1) year — 10 days per year

From beginning of month 7 to end of year 1: 5 days accruedAfter one (1) year: 5 days [10 days total earned during first year]

From beginning of year After two (2) to end if year four (45) years: 10 days accrued annually per year

From beginning of year After five (56) to end of year 10years: 15 days accrued annuallyper year

From beginning of year After ten (101) to end of years 25: 20 days accrued annually per year

From beginning of year After twenty-five (256) yearsand beyond: 25 days accrued annuallyper year

B. Commencing with the calendar week which includes July 1 and concluding with the first Saturday in August, up to three (3) employees may be granted personal leave, compensatory time, and/or vacation time.

C. Employees must submit a Vacation Request form to the Executive Director of Maintenance or his/her designee. All vacation is subject to approval shall be approved

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by the ~~Executive~~ Director of Maintenance or his/her designee.

Vacation time should be taken in whole days, but not less than in two (2) hour increments. The ~~Executive~~ Director of Maintenance shall give reasonable notice of any emergency cancellations of vacation leave.

D. Except in cases of unforeseen circumstances and subject to the approval of the Executive Director, seniority shall control in Vacation selection.

E. Vacation leave not taken by employees in the year that it was earned may be carried over into the next vacation year up to a limit of ten (10) days for those who earn twenty (20) days of less per year, and up to fifteen (15) days for those employees who earn twenty-five (25) days per year. However, an employee may choose to buy back the ten (10) days in connection with the vacation year it was earned, rather than carry the earned vacation time into the next vacation year. Any vacation not carried over or bought back at the end of the calendar year shall be forfeited.

F. In the event that employment is terminated, employees shall be paid a lump sum at their current rate of pay for any accumulated vacation leave remaining in accordance with current Housing Authority practices. If termination results from the death of an employee, such payment shall be made to the employee's spouse or legal beneficiary.

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ARTICLE 14
HEALTH INSURANCE

It is agreed that should any changes occur in the statutes affecting health and welfare plans, the employer shall comply with mandatory statutory changes, and this Agreement shall be immediately re-opened for negotiations on this subject.

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ARTICLE 15
MILITARY LEAVE

A. An employee who leaves his/her position to enter military service in time of war or any period of national emergency as declared by the President in connection with national defense or by reason or being drafted, shall be carried on the rolls in a military leave status.

B. Upon his or her honorable discharge from military service, he/she shall be entitled to be restored to his or her same position or to an equivalent position provided he/she applies for re-employment within ninety (90) days after his or her discharge or before the expiration of any statutory right to re- employment.

C. Employees who are on military leave pursuant to their duties as reservists of the armed forces or members of the National Guard shall be entitled to paid leave in accordance with the provisions of Chapter 33, Section 59 of the General Laws. Leave necessary to attend assigned weekly or weekend drills, however, shall be without pay, in accordance with Chapter 33, Section 59A of the General Laws.

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ARTICLE 16
TRAVEL REIMBURSEMENT

Employees may perform official travel upon authorization by the ~~Board~~Director of Maintenance or his/her designee. Each trip to a destination outside of the jurisdiction of the local agency (except to the Regional or Area Office and to nearby communities to carry out normal operating functions) shall specifically have prior authorization by ~~resolution of the Board approving the trip as essential to the conduct of its programs~~the Director of Maintenance. Local agency attendance at conferences, conventions and meetings shall be limited to the number of persons necessary to cover the meetings adequately. Transportation costs for employees authorized to travel on official business of the Authority shall be paid by the Authority. ~~Airline (tourist or coach) or first class rail and Pullman accommodations (lower berth, roomette, or parlor car seat), if advantageous, shall be the standard means of transportation.~~

Costs of taxi fares, ~~telephone calls, telegrams,~~ meals as limited herein, and similar items necessarily incidental to the performance of official business, shall be considered reimbursable items. Employees shall be reimbursed for the reasonable cost of meals and gratuities when on travel assignment for the Authority. Such meal costs are not to exceed $~~1~~20.00 for breakfast; $~~1~~25.00 for lunch and $~~25~~35.00 for dinner unless otherwise authorized by the ~~Executive D~~Director of Maintenance. Reimbursement for alcoholic beverages, entertainment, and incidental food and beverages are not authorized.

Reimbursement for use of a privately owned automobile for authorized out-of-town travel shall be limited to the cost of common carrier service permitted herein. Where it has been determined ~~and recorded in a Board resolution~~ that travel by private

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car is more advantageous to the local agency than travel by common carrier, reimbursement shall be made in accordance with existing ~~DHCD~~EOHLC rates. Should the ~~DHCD~~EOHLC increase this mileage reimbursement rate during the life of this agreement, employees shall be reimbursed at the increased rate. This determination is not required in connection with reimbursement for trips to nearby communities to carry out normal operating functions. Whenever automobile travel is involved, signed records of car expenditures and mileage or of mileage only in the case of a privately owned automobile, shall be submitted and approved before payment. If two or more persons travel in the same automobile, only one of these persons shall be reimbursed for mileage or for car expenditures.

All travel expenses shall be recorded, signed by the traveler, and approved by the Director of Maintenance and Director of Operations with final approval by the Executive Director, prior to reimbursement.

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ARTICLE 17
OTHER LEAVE

A. Compensatory Leave. In those instances, that due to inclement weather, non-essential personnel are released from work before the end of the regular work day, without loss of compensation, then those essential employees, who are required to remain at work, shall be given compensatory time off, at straight time, equal to the amount of release time granted to the non-essential personnel. Such compensatory time shall be granted, subject to the approval of the Authority. The least amount of time that can be taken for compensatory time is one (1) hour.

B. Meetings / Conferences. Leaves of absence with pay may be granted under the exclusive direction and decision of the Executive Director for attendance at professional meetings or conferences in the interest of the Housing Authority.

C. Court Appearance. Any employee legally served with a summons or subpoena related to Housing Authority business will not be charged for a vacation or sick time, but will be expected to return to work promptly upon his or her release by the court to finish out the remainder of the work day, provided he or she is released prior to 2:00 P.M.

D. Jury Duty. The Authority agrees to make up the difference between an employee's regular daily wage rate and compensation received for jury duty. Payment shall be made upon receipt of proof of actual juror service. An employee released from jury service prior to 2:00 P.M. will be expected to report to work to finish out the remainder of the work day.

E. Small Necessities Leave. The Authority recognizes its obligation to provide up to 24 hours of leave in a calendar year to employees pursuant to Chapter 149, Section

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52D(e) of the Massachusetts General Laws, the "Small Necessities Leave Act" for the following purposes:

(1) to participate in school activities directly related to the education advancement of a son or daughter;

(2) to accompany a son or daughter to routine medical or dental appointments;

(3) to accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Employees will be required to provide certification for taking such leave pursuant to the forms established by the state attorney general's office. Leave under the Small Necessities Leave Act is unpaid but employees may use accrued vacation or personal days for school activities directly related to the education advancement of a son or daughter and accrued sick time to accompany a son, daughter, elderly relative to medical or dental appointments.

F. Parental Leave. Employees are entitled to "Leave" in accordance with General Laws, Chapter 149 § 105D, as from time to time amended, which provides for maternal and parental leave.

G. The Authority will provide each employee covered by the collective bargaining agreement with a report of sick, personal and vacation time on a weekly basis.

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ARTICLE 18
WORKER'S COMPENSATION; SICK AND INJURY LEAVE

WORKER'S COMPSENATION

A. Any accident or injury sustained during working hours must be immediately reported by the employee to his/her supervisor. An "Employee Report of Injury" must be completed as soon as possible after the accident or injury.

The employee must provide a doctor's note to the authority specifying the length of time he/she is to be out of work. A "Return to Work Report" must be completed by the employee's physician and returned to the authority when the employee returns to work. The authority and/or its insurer reserve the right to request periodic medical information from the employee and his physician(s).

While out of work on a worker's compensation claim, the employee shall not accrue benefits (vacation time, sick time, personal time, holiday pay, longevity, etc.). Except as otherwise provided in paragraph E of the Section entitled "Sick and Injury Leave". Once worker's compensation benefits commence being paid, the employee shall be entitled to use any accrued vacation or sick time to make up the difference of worker's compensation payments and their regular weekly wages.

The authority shall not be responsible for the employee's share of benefit premiums (health insurance, life insurance, etc.) or employee contributions (credit union, etc.) during the time that the employee is out. If the employee is not receiving any benefits from the Authority, he/she is required to make arrangements with the personnel department for payment of his/her share of benefit premiums.

SICK AND INJURY LEAVE

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A. After thirty (30) days service, each employee shall be credited with sick leave pay at the rate of eight (8) hours per month worked. Sick leave may be accumulated to a maximum of one hundred eighty (180) days. ~~In addition, employees are entitled to "Earned Sick Time" to be granted and administered in accordance with General Laws, Chapter 149 Section 148C, as amended from time to time.~~

B. Employees hired on or before the execution date of the 2008 – 2011 agreement, upon their retirement or death, their estate, shall receive a lump sum payment of unused sick leave of no more than fifty-five (55) days.

C. Sick leave shall be granted for sickness or injury of the employee and for the purpose of caring for a spouse or children in the event of a terminal or serious illness documented by a doctor's letter. Sick leave must be pre-approved for not less than a minimum of one (1) hour. When an employee becomes ill while working, said employee will be charged by the hour.

D. Employees absent because of an industrial accident may, if they so desire, draw from their sick leave credits, to make up the difference between the payment of compensation and their full week's pay.

E. Any employee receiving workers' compensation shall not earn or accumulate sick leave for the period during which such employee is receiving workers' compensation, except for the period when such employee is simultaneously receiving sick leave benefits.

F. Sick leave shall not be used in any quantity less than one hour, unless an employee becomes ill while working, in which case sick leave shall be charged on an hour for hour basis.

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G. The Authority shall have the right to require a physical examination, if deemed necessary, at regular intervals in order to determine an employee's ability to perform required tasks. Such examinations will be performed by physicians selected by the Authority and at the expense of the Authority.

H. In the event an employee sustains a work-related injury during work hours, which requires immediate hospitalization, then the employee shall be compensated at straight time for the remainder of the shift.

SICK LEAVE PROCEDURES

Documentation

A. A medical note from the employee's physician may be required whenever three (3) or more consecutive workdays, or portions thereof, are missed due to illness.

B. The medical note shall include the following:

1. The Doctor's signature, indicating that the employee is under his/her care, and the date of treatment.
2. A statement as to whether or not the employee is able to work.
3. If the employee is unable to work, the anticipated Return to Work date or date of follow-up medical examination.
4. A statement of current diagnosis.
5. A recommendation of any restrictions on activities and the length of time such restrictions should be maintained (In the event that restrictions are needed, the Executive Director, at his/her discretion, may determine the employee eligible for a light-duty work assignment if available at the time).

C. In the event that an absence due to illness exceeds the physician's written

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anticipated Return to Work date, then a new medical note, which shall include all of the above described components, shall be required.

D. Should any of the required medical documentation, as specified above, be missing from a physician's note, the Executive Director may require the employee to forward the same prior to approving sick leave payment.

E. Compensation for sick leave shall be contingent upon the employee's compliance with all of the above-described provisions.

F. A medical note with all of the information listed in B, above, is also required prior to an employee's return to work following a lengthy illness, surgery, etc. Also, the employee may, at the option of the Authority, be subject to an independent medical examination at no cost to him/her before returning to work.

Notification

A) Employees who must be absent or tardy for any reason should call or text their Director of Maintenance's mobile phone as early as possible to explain the reason for being absent or tardy, and to provide for adequate staffing. Except under emergency situations, it is not appropriate for any individual other than the employee to report an absence. Absences are reported to the Director of Maintenance and a voice message must be left on the Director of Maintenance's mobile phone in the event the Director of Maintenance does not answer the phone or text.

B. Planned absences/tardiness should be discussed as far ahead as possible of the anticipated date. For any sick call made more than ten (10) minutes after the start of the work shift, sick leave pay may be deducted on a pro-rated basis in quarter- hour increments until the time that the call is recorded.

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C. An employee who is absent without notifying the Director of Maintenance shall be subject to a written warning initially. On the second offense, he or she is subject to a three-day suspension. A third offense may result in termination.

Excessive Use/Abuse of Sick Leave

A. The following are examples of problem absenteeism that may result in disciplinary action being taken by the Housing Authority.

* When there are three (3) or more non-consecutive sick days, or portion thereof, in any calendar month and one (1) or more of these absences is medically undocumented.
* When there is a pattern of routine absenteeism in any three (3), six (6), or twelve (12) month period.
* When an employee uses 50% or more of his/her annual sick leave accrual without appropriate medical documentation.

B. In the event the Director of Maintenance~~Executive Director~~ questions whether an employee is utilizing excessive absences, then he/she shall advise the employee of this belief through a formal conference with the Director of Maintenance and/or Director of Operations. Following this conference, if a determination of excessive absence is made, the employee may be placed on a probationary sick leave status, for a period of six (6) months. During said six (6) month period, the employee shall be required to provide medical documentation justifying every absence due to sickness taken during this period in order to be eligible for sick leave pay. In the event said employee fails to justify any absence during this period, such failure to so document the absence shall

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be just cause for disciplinary action. If upon the conclusion of the six-month probationary period, no further evidence of excessive absence is presented, the employee will be removed from probationary sick leave status.

C. In the event the Executive Director determines that an employee has abused sick leave privileges by feigning illness, or making a false statement relative to any injury or illness, sick leave pay shall be withheld for the period in question. In addition, the Executive Director shall take appropriate disciplinary action by suspending the employee from duty. A subsequent offense of sick leave may result in the employee's termination of employment.

D. The sick leave abuse clause described above shall apply in instances where an employee leaves work, claiming illness when given a particular work assignment. In such instance, medical documentation, as outlined above, may be required prior to approval of payment for the leave. The employee's failure to provide such documentation may be considered just cause for disciplinary action as described above.

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ARTICLE 19
PERSONAL LEAVE

On each January 1st permanent employees who have completed the six month probationary period~~at least one full year of employment~~ shall be granted time off, not to exceed five (5) days for which he/she shall be paid at his/her normal rate of pay to conduct personal business, which cannot be conducted during non-work hours. Personal days may be utilized by the employee giving notice to the ~~Executive~~ Director of Maintenance or his/her designee. Except in an emergency, such notice will be given at least twenty-four (24) hours prior to the taking of such days. Personal days shall not be taken before or after a holiday or vacation period. Such days shall be taken in full days whenever possible, but not less than two (2) hour increments. Personal days may not be carried over to another employment year, and employees shall not be entitled to payment for unused personal days upon termination, retirement or death of the employee.

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ARTICLE 20
FUNERAL LEAVE

In the event of a death in the immediate family of an employee, he/she will be granted leave with pay in the amount of five (5) working days, and such leave shall not be charged to sick leave or vacation leave. Immediate family shall include: Spouse, Mother, Father, Brother, Sister, Children, Grandparents, Mother and Father-in-Law, Grandchildren or other dependents living in the house. In the event of the death of a remaining relative not mentioned above, leave with pay in the amount of one (1) working day will be granted. Payment for such leave will be made upon substantiation of a funeral by either a copy of the obituary notice or a death certificate if requested by the ~~Executive~~ Director of Maintenance or his/her designee.

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ARTICLE 21
FAMILY AND MEDICAL LEAVE OF ABSENCE

If you have worked for the Salem Housing Authority a minimum of one year, and have worked 1,250 hours or more during the twelve months prior to requesting leave, you are eligible for family and medical leave. If you are eligible, you will be allowed up to twelve weeks of unpaid leave within any 12 month period for the birth or adoption of a child, to provide physical or psychological care for a child, spouse (husband or wife), or parent with a serious health condition, or to care for your own serious health condition. You must conclude leave for the birth or placement of a child for adoption or foster care within 12 months after the event. Leave may begin prior to birth or placement of the child. To qualify for medical leave, the health condition or treatment(s) must be such that it requires you to be absent from work on a recurring basis or for more than a few days for treatment or recovery

Intermittent or Reduced Leave

In the case of your own serious health condition or that of a family member, you may take leave intermittently or on a reduced work schedule, if medically necessary. When the leave is for adoption or birth of a child, you may take leave intermittently or on a reduced work schedule only with the approval of you, your Department Head and the Executive Director. If you request intermittent or reduced leave status, the Housing Authority may temporarily transfer you to another position of equivalent pay and benefits in order to better accommodate your leave.

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Use of Paid Time-Off Benefits

You may elect to substitute paid time off benefits, such as accrued vacation or sick pay, for the unpaid time off. Using paid time off benefits does not add to the total length of the leave. Unless you substitute paid time off benefits, your pay will be reduced for all full days of unpaid leave taken or for all hours of leave taken within a single day.

Job Restoration

Unit employees granted leave will be returned to the same position held prior to the leave, or one that is equivalent in pay, benefits, and other terms and conditions of employment.

Employee Benefits

Your health care benefits will continue during your leave. Both the Housing Authority and you will continue to pay your customary portions of the monthly premium. You will be advised of the payment due dates. If you choose not to return from leave, under certain circumstances, you may be required to repay the Housing Authority's portion of the premium payment.

Notification

You must provide the Housing Authority 30 days written notice of your need for leave, or, if emergency conditions prevent such notice, you must notify the Housing Authority as soon as is practicable. You may need to report periodically on your status during the leave period.

Certification

Certification of the need for leave to care for your illness or injury or that of a family member is required. You must obtain the following information from a responsible

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health care provider (physician, nurse practitioner or chiropractor) and make it available to the Housing Authority:

* the date the serious health condition began;
* the duration of the condition;
* a statement that you need to care for the ill person and the estimated length of the leave or a statement that the employee cannot perform the functions of his/her job; and
* if applicable, the medical reasons verifying the need for intermittent leave or a reduced work schedule, such as scheduled dates for treatment(s).

Dispute Resolution

If there is dispute about the medical opinion provided by your physician or other health care provider, the Housing Authority might require a second opinion by a physician of its choice, at its expense. If a third opinion is necessary, a third doctor may be selected, also at the Housing Authority's expense. This third doctor must be agreed upon by both the Union and the Housing Authority, and the doctor may not be employed on a regular basis by the Housing Authority. Should the parties fail to agree, each side shall submit and rank (4) names of Metropolitan Boston area internists or appropriate specialists, with the parties agreeing that the physician that is ranked the highest on both lists shall be chosen.

Release to Return to Work

A doctor's release may be required if you are returning from a medical leave of one week or longer.

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Problem Resolution

It is the policy of the Housing Authority not to discharge or discriminate against any employee exercising his or her rights under the federal Family and Medical Leave Act. If you think you have been treated unfairly or need more information, please contact the Executive Director and applicable union representative.

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ARTICLE 22
LEAVE FOR VICTIMS OF ABUSIVE BEHAVIOR

Employees are entitled to Leave of Absence as victims of abusive behavior, to be granted and administered in accordance with General Laws, Chapter 149, Section 52E, as amended from time to time.

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ARTICLE 23
BULLETIN BOARDS

Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Both parties to this Agreement may use the bulletin board to post work-related information.

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ARTICLE 24
SAVINGS CLAUSE

Should any provision in this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, such provision shall be invalidated while all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

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ARTICLE 25
WAGES

A. Base Pay

Effective April 1st of each year, the Authority shall adjust wages based upon the minimum wage rate received from the Executive Office of Labor and Work Force Development (ELWD), ~~and~~ providing that the budget of the Authority is at least level funded from one year to the next. ~~,~~ ~~s~~Such an annual ~~and annual~~ wage adjustment~~s~~ shall not be less than two percent (2%) for any bargaining member.

Notwithstanding the provision in the preceding paragraph ~~sentence~~ relating to the amount of adjustment not being less than two percent (2%), the unit's wage adjustments for year 2027 shall not be less than 2.0%; for year 2028 not less than 2.5%, and for year 2019 not less than 3.0%. ~~during the years 20247 or year and 20258, such amount of wage adjustment shall not be less than 2.5% and for the year 20269 such amount of wage adjustment shall not be less than 3%,~~ ~~and~~again providing ~~further,~~ that the budget of the Authority is at least level funded from one year to the next.

In addition, an employee shall not suffer a reduction of wages as a result of the minimum wage rates received from the ~~Executive Office of Labor and Work Force Development (~~ELWD~~)~~.

B. Direct Deposit

It is mandatory that employees utilize direct deposit for their pay checks.

C. Working Out of Classification

1. In the event of the absence of the Director of Maintenance, Director of Operations, or Facilities and Maintenance Director, an employee who has been

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requested by the Executive Director to assume the duties of the position in question shall be paid at the rate of that position ~~Director of Maintenance~~ effective with the date of the assignment.

2. In the event of a long-term absence of both Maintenance Foreman, an employee who has been requested by the Executive Director to assume the duties of the position shall be paid at the rate of pay of the position he or she has been asked to assume. A long-term absence shall be defined as one exceeding ten (10) work days. In the event that both the Director of Maintenance and two Maintenance Foremen are absent, regardless of the number of days, then the employee with the most seniority who is assigned to work out of grade shall receive added compensation of fifty dollars ($50.00) per day. If possible, forty-eight (48) hours advance notice of such an assignment shall be given.

3. An employee working out of grade, when absent for one week or more, shall not be entitled to out of grade pay.

D. Longevity

Longevity payments for those positions included in the bargaining unit represented by the Union shall be in effect and payable on the first pay day in December. The longevity amounts are as follows:

Five (5) or more years of service	$450~~350~~.00
Ten (10) or more years of service	$600~~475~~.00
Fifteen (15) or more years of service	$800~~575~~.00
Twenty (20) or more years of service	$1,100~~875~~.00
Twenty-Five (25) or more years	$1,400.00

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In order to be eligible for longevity, an employee must have five (5) years of continuous service no later than December 31 in the calendar year payment is to be made.

~~E. Position Classification~~

~~Effective October 1, 2014, employees holding the position of "Maintenance Laborer" shall be reclassified as Maintenance Mechanic I/Laborer with a duty division of ninety percent (90%) Laborer and ten percent (10%) Maintenance Mechanic I.~~

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ARTICLE 26
CLOTHING AND EQUIPMENT

A. The Employer shall provide the following clothing to each maintenance employee:

Annually

- Six (6) tee shirts
- two (2) long sleeve shirts
- three (3) sweatshirts
- one (1) hooded sweatshirt.
- one (1) pair or safety shoes (see Section E.)
- two (2) hats (baseball and winter)
- Four (4) pairs of shorts for those employees who request them.
- Five (5) pairs of pants for those employees who do not elect to receive shorts; three (3) pair of pants for those employees who elect to receive shorts.

Every two (2) years

- one (1) winter
- one (1) spring jacket

Every four (4) years

- one (1) pair of winter boots

Every five (5) years

- foul weather gear
- One (1) set of winter overalls
- Neck warmers

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Clothing shall be selected by the Employer with the input from an employee designated by the Union. The replacement of clothing as required above shall be made on an "as needed" basis for all items.

B. Employees shall be responsible for the maintenance and laundering of all clothing provided by the Authority. Employees are expected to report to work in the appropriate uniform in clean and neat condition. Worn clothing will be replaced by the Authority annually.

C. The employee must exercise reasonable care of Authority equipment while in their possession including, but not limited to vehicles, tools, and supplies. In addition, an employee is required to immediately report any equipment that is malfunctioning, in a hazardous and/or unsafe condition to the Director of Maintenance. Employees shall not take Authority equipment from the premises to use for his or her personal benefit.

D. Employees must report to work in and perform his/her duties in the uniform, consisting of appropriate shirt and jacket or sweatshirt and hat as dictated by the weather conditions. In addition, during the period from April 15th through September 30th, employees who so choose, may wear shorts as issued by the Authority. Notwithstanding the previous sentence, employees who so choose, may wear shorts and sneakers when wearing TYVEK protective clothing while exterminating bed bugs. With the written permission of the ~~Executive~~ Director of Maintenance, employees may wear sneakers while performing duties on rooftops during work hours. As part of his/her uniform, each employee shall be required to wear the phone (except in situations that are determined "unsafe" and then the employee will notify his/her Director of Maintenance) provided to him/her and insure that it remains "on" throughout

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the workday. Except upon written permission of the ~~Executive~~ Director of Maintenance or his/her designee, employees not reporting to work in or found not working in uniform shall be dismissed from work with forfeiture of pay until such employee reports back to work in the appropriate uniform. Uniforms are to be worn only while on the job and traveling to and from work.

E) Employees shall receive a work boot allowance of actual cost up to $200~~150~~ annually. The style of the work boot will be approved by the ~~Executive~~ Director of Maintenance ~~prior to purchase~~ and the employee must furnish the ~~Executive~~ Director of Maintenance with proof of payment and/or receipt for reimbursement for up to $200~~150~~.00.

F) Clothing During Declared Extreme Weather Conditions- The ~~Executive~~ Director of Maintenance or his/her designee may declare that an "extreme condition" exists, during which time maintenance employees shall be allowed to wear their own face covering, including goggles, scarves, and overall pants over the contractually required uniform.

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ARTICLE 27
PROGRESSIVE DISCIPLINE

A. All employees of the Salem Housing Authority are expected to conduct themselves in a professional, courteous and helpful manner while adhering to high standards of productivity. Individuals may be disciplined for actions not in accordance with conduct expected of Housing Authority employees. Progressively more severe penalties may be imposed on an employee each time any given offense is repeated. All discipline for a permanent employee shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.

B. **Procedures:**

1. The need for discipline usually arises from three general conditions.

   a. The employee is performing below job standards in terms of work quantity, quality, method, timeliness, or cost.

   b. The employee disobeys prescribed rules of conduct, behavior, or general performance, such as reporting to work on time.

   c. The employee interferes with the performance of others, does something damaging to the reputation or welfare of the Housing Authority as the employer, other employees, or to the employee's own credibility, or by his or her actions, adversely affects the provision of services to the residents of the Housing Authority.

   d. The employee's failure to follow the policies and procedures of the Authority.

2. Unless the problem is a severe one, as described in Section C - "Major Infractions", the following steps are normally followed in the progressive discipline system. The employee has a right to request union representation in any disciplinary conference or hearing. In determining what action is needed to correct a problem, the Director of Maintenance, when considering the severity of an offense and an employee's past record, may decide to skip any step in the progressive discipline process or repeat any step in the progressive discipline process before preceding to the next

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step.

a. VERBAL WARNING

A verbal warning or reprimand is not considered official or formal discipline and therefore should be noted, with the date it occurred, only in the Director of Maintenance's desk notes. No record should be placed in the employee's official personnel file. A verbal warning is issued in a conference format, in which the problem is identified, and the expectations for correcting the problem are given. In addition, the Director of Maintenance may offer assistance in helping the employee resolve the cause of the problem.

In the verbal warning or other step in progressive discipline, the individual should be given a reasonable period of time to correct any ongoing problem. A date should be stated, indicating when the situation should be reviewed.

Instances where a verbal warning may be appropriate may include individual instances of unintentional neglect of equipment, excessive or unusual use of sick leave, patterned tardiness, or antagonizing another employee, or performance below standard.

b. WRITTEN WARNING

A written warning to an employee is the next step in the progressive disciplinary process, if the employee fails to correct the problem identified in the verbal warning. This is a more formal disciplinary notice which is placed in the employee's personnel file. A written warning and other written disciplinary actions, including notices of suspension and discharge, should contain the following elements:

1. Date of notice, full name of employee, employee's position title and department.

2. The Executive Director shall draft a written warning or other documentation of further disciplinary action.

3. A citation and quotation of any policy, rule, or directive that was violated.

4. A specific reference, with date, of verbal warning(s) or other actions given previously in an attempt to correct the same or similar problem.

5. A statement of what is expected of the employee to correct the problem and an offer of assistance.

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6. A statement of the consequence of a repeat or continuation of the same, or substantially similar, violation (suspension, termination, etc.).

7. If appropriate, a date when the situation will be reviewed to see if the problem has been corrected.

8. Copies of the letter to the employee are to be submitted to the Executive Director and to the Union president.

Upon the request of the Director of Maintenance, the Executive Director may assist in drafting a written warning or other documentation of further disciplinary action.

c. NOTICE OF SUSPENSION

A suspension without pay is the next step through progressive discipline prior to termination. It may be exercised immediately following the occurrence of a major offense, as described in Section III or in instances of sick leave abuse. In determining the length of a suspension, the Director of Maintenance should consider both the severity of the act and the employee's past record.

d. TERMINATION NOTICE

In instances where an employee's conduct causes unsafe work conditions, jeopardizes public safety, or makes the following of normal disciplinary procedures impractical, the Executive Director should suspend the employee with pay until the facts are gathered and the situation is reviewed with the Executive Director. A decision to terminate may then be made.

The employee should be informed of the termination decision by the Executive Director in a conference. At the employee's request, a union representative may be present. Following the conference, the Executive Director will issue a written letter to the employee stating the reasons for the action taken, with a copy sent to the Union President.

C. MAJOR INFRACTIONS

Immediate dismissal may be warranted when an employee commits one of the following major offenses or another one of similar magnitude. The progressive discipline policy outlined above will not be followed in these instances.

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a. Verbally or physically harassing or discriminating against any employee or member of the public on the basis of that individual's race, national origin, religion, sex, age, or handicap.

b. Committing and being convicted of a felony, misdemeanor, or other offense involving dishonesty or breach of public trust and confidence even if such offense is committed while off-duty. Offenses occurring while on duty will be reported to the Police Department immediately.

c. Stealing or maliciously destroying property of the Housing Authority, or failing to fully report knowledge of such action.

d. Insubordination, which includes rude or discourteous conduct towards a Director of Maintenance as well as refusal to comply with the Director of Maintenance's orders. Employees who feel that they have a good reason for not following directions should undertake the work as assigned (unless there is an obvious impropriety or hazard involved) and later register their complaint with a higher Director of Maintenance, a Union Representative or the Executive Director.

e. Performing job assignments in a grossly negligent manner which results in unsafe work conditions, unsafe employee health conditions or public danger.

f. Provoking or starting a fight involving physical contact, or threatening the health and safety of a fellow employee or citizen.

g. Deliberately falsifying or altering any official Housing Authority records or failing to fully report knowledge of such action. This includes, but is not limited to: employment applications, time cards, time sheets, billing, insurance or medical records. Feigning illness, or sick leave abuse, and sleeping while on duty are also included here.

h. Behavior unbecoming an employee of the Salem Housing Authority, such as working while intoxicated or possessing, selling or using illegal drugs or abusing legal drugs anywhere on Housing Authority premises, or using vulgar language or gestures, etc. In addition, possessing, selling or using illegal Drugs while off duty, is considered a major Infraction.

i. Carrying unauthorized firearms, concealed or unconcealed, explosives or other dangerous weapons while on duty or on Housing Authority property.

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j. Being absent without leave from his or her assigned work location or schedule.

k. Violating General Laws, Chapter 268A, entitled "Conduct of Public Officials and Employees", as amended from time to time; commonly known as the Conflict of Interest Statute and/or violating the Code of Ethics/Conduct of the Authority, as from time to time Amended."

l. Utilizing one's position with the Housing Authority to embarrass Housing Authority officials by publicly misstating their practices and policies or by making malicious, false or derogatory statements designed to damage the integrity or reputation of the Housing Authority or its officials.

m. Unauthorized release of confidential information or official records.

n. Unauthorized use of Authority vehicle.

D. APPEAL PROCEDURES

A permanent employee has the right to appeal any step taken in the progressive discipline system through the grievance process established in this Agreement. However, grievances involving oral and/or written reprimands may only be grievable to Step 2, the Executive Director's level.

E. EMPLOYEE'S PERSONNEL FILES

~~After two years an employee's personnel files shall be expunged if not further discipline occurs in the two-year timeframe.~~

If an employee is disciplined with a verbal or written warning and does not receive further disciplinary action in the interim, such disciplinary documents shall be removed from their personnel file after four (4) years from the discipline being issued.

If an employee is issued a disciplinary suspension and does not receive further disciplinary action in the interim, such disciplinary documents shall be removed from their personnel file after five (5) years from the discipline being issued.

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ARTICLE 28
JOB RELATED EDUCATIONAL AID

All job-related educational aid must be recommended by the Director of Maintenance and approved by the Executive Director.

A. Employees are encouraged to improve their skills or acquire new skills and knowledge which will benefit them in their position with the Salem Housing Authority. The Salem Housing Authority will reimburse permanent employees for the cost of tuition and registration fees for pre-approved courses of instruction provided the following conditions are met:

1. Employee must be a permanent, full-time employee of the Salem Housing Authority.

2. Only those courses of instruction that will benefit the employee in the performance of his or her job, as determined by the Executive Director, will qualify for reimbursement.

3. The institution offering the course must be an accredited institution of higher learning or one with V.A. approval for the course selected. The course must be the least expensive course locally available.

4. Requests for educational aid must be made in writing to the Executive Director and state the school, course, cost, and relationship to the employee's job duties. The request must also include a written recommendation from the Director of Maintenance.

5. To obtain reimbursement, the employee must receive written approval from the Executive Director prior to the commencement of the course. Upon receiving approval and completing the course with a grade of "C" or better (or a "pass" in the event

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the course is graded on a pass/fail basis), employees must, within thirty (30) days of receipt of the grade, submit a written request for reimbursement together with all documentation for tuition and registration costs along with a copy of the grade report.

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ARTICLE 29
SUBORDINATION

A. It is understood that the provisions of this Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, ordinance or published policies and regulations. To the extent that any portion of this Agreement is in conflict with such laws, ordinances and regulations and policies, these shall prevail over conflicting provisions of this Agreement. Nothing herein shall require the Employer to do anything inconsistent with such laws, ordinances or published regulations.

B. It is also understood that no money shall be spent to implement this Agreement unless the terms agreed upon hereunder shall be approved by the federal and state supervisory agencies as required by applicable law, contract or regulations. It is understood that this Agreement is negotiated subject to the approval of HUD and DHCD, who must agree to fund all of said benefits in an approved budget.

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ARTICLE 30
NO STRIKE CLAUSE

The Union agrees that it, its officers or agents, nor the employees will engage in or authorize, encourage, or condone any strike, walk-outs, slow downs, sick-outs or other work stoppages.

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ARTICLE 31
SMOKING IN THE WORKPLACE

Smoking is prohibited in all internal Salem Housing Authority property and in any of its vehicles. This includes offices, community rooms, as well as empty apartments. Smoking in internal Salem Housing Authority property in violation of this policy may result in disciplinary action (M.G.L. Chapter 270, Section 22). The Salem Housing Authority is a smoke-free campus. Smoking is not allowed anywhere on property. ~~Smoking is also prohibited within twenty-five(25) feet from all Salem Housing Authority buildings per Salem Housing Authority policy.~~

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ARTICLE 32
LICENSES

A. The Authority agrees to pay the fees for all licenses it deems necessary. Currently these include the pesticide, hoisting and Electrician's license, both Master and Journeyman, Plumbing License, both Master and Journeyman, and Construction Supervisor license. Should the Authority determine that additional licenses are necessary; it will inform the Union and pay the cost of any such fees.

B. The Authority agrees to pay for one class a year as long as the class is necessary to keep licensure that is required for an employee's job at the Authority and said class must be approved by the Executive Director.

C. Employees who hold the following licenses shall receive annual licensure stipend(s) as follows:

1) Pesticides- $400~~250~~.00**
2) Hoisting (Bobcat use/Forklift)- $400~~250~~.00
3) Electrician - $450~~250~~.00
4) Master Plumber- $450~~250~~.00
5) Journeyman Plumber- $450~~250~~.00
6) Construction Supervisor $450~~250~~.00

** Any Employee may volunteer to obtain a pesticides license with the exception of an employee holding an electrician or plumbing license.

D. Salem Housing Authority will manage the above-referenced licenses and employees will provide any license renewal information received to the Executive Director, Executive Assistant to the Executive Director, or Executive Director's Designee.

ARTICLE 33
DRUG AND ALCOHOL POLICY

A. The Salem Housing Authority has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Salem Housing Authority has established this policy regarding drug and alcohol use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug use.

B. Employees of the Salem Housing Authority are visible and active members of the communities where they live and work. They are inescapably identified with the Housing Authority and expected to represent it in a responsible fashion. The Housing Authority recognizes that employee off the job as well as on- the-job involvement with drugs and alcohol can have an impact on the work place and on our ability to accomplish our goal of an alcohol and drug-free work environment.

The following is the Salem Housing Authority's policy:

1. Pursuant to the Drug-Free Workplace Act of 1988, it is the policy of the Salem Housing Authority to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol in the workplace. The illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on Housing Authority property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.

2. Employees who are under the influence of alcohol, either on the job or when reporting to work, or who possess or consume alcohol during work hours, have the potential for interfering with their own as well as their co-workers' safe and efficient job performance, and as such will be subject to appropriate disciplinary action up to and including termination of employment.

3. Off-the-job illegal drug activity which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, or

Housing Authority property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment.

4. Some of the drugs which are illegal under federal, state, or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens, depressants and stimulants not prescribed for current personal treatment by an accredited physician.

5. In compliance with Federal Law, the Housing Authority requires that as a condition of his or her employment under a federal grant or contract, an employee must notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction. The Housing Authority will take appropriate action as previously described.

6. Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

7. Any employee, while on Housing Authority property or during that employee's work shift, including without limitation all breaks and meals periods, consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately pending further investigation. If use or possession is sustained, disciplinary action, up to and including discharge, will be imposed.

ARTICLE 34
SEXUAL HARASSMENT POLICY

I. Introduction

It is the goal of the Salem Housing Authority to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Salem Housing Authority takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth out goals of promoting a workplace that is free of sexual harassment, the policy is not designated or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

II. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

"sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

(a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions;

or, (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a manager or supervisor ~~Director of Maintenance~~ for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its persuasiveness:

* Unwelcome sexual advances - whether they involve physical touching or not;

* Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity; deficiencies, or prowess;

* Displaying sexually suggestive objects, pictures, cartoons;

* Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;

* Inquiries into one's sexual experiences; and,

* Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

III. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting Cathy SheehanHoog, Executive Director, 27 Charter Street, Salem, MA 01970, Telephone Number 978-744-4431, extension 111. If the matter is not resolved to the employee's satisfaction, he/she should contact Maureen Call, ,112 Rainbow Terrace, Salem, MAa. 01970, Telephone Number 978-998-0443. If the matter remains unresolved, the Sexual Harassment Policy Officer will recommend bringing the matter to the attention of the Salem Housing Authority Board in Executive Session. These persons are also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

IV. Sexual Harassment Investigation

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

V. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

1. **The United States Equal Employment Opportunity Commission ("EEOC")**

JFK Federal Building
15 New Sudbury St., Room 4751 Congress Street - 10th Floor

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Boston, MA 02203~~14~~
800-669-4000~~(617) 565-3200~~

2. **The Massachusetts Commission Against Discrimination ("MCAD")**

Boston Office:
One Ashburton Place - Room 601
Boston, MA 02108
(617) 727-3990

Springfield Office:
436 Dwight Street, Room 220
Springfield, MA 01103
(413) 739-2145

A copy of this Policy was received by___on the day of, 20___.

_____
Signature of Employee

ARTICLE 35
GLOBAL POSITION MONITORING AND SURVEILLANCE CAMERAS

To insure the safety of bargaining unit personnel, it is agreed that the Authority has the right to install a Global Positioning Monitoring System (GPS) to locate bargaining unit personnel.

The GPS system may be used as the basis for disciplinary action for only major infractions as defined in Article 27 of the Collective Bargaining Agreement if, through the GPS, any activity that is unacceptable to the Authority and/or violates any Authority policy is discovered.

It is agreed that the Authority has the right to install surveillance cameras for the purpose of monitoring activities of employees and the general public at its various sites. Such surveillance recording may be used as the basis for disciplinary action for only major infractions as defined in Article 27 of the Collective Bargaining Agreement, if, through the surveillance footage, any activity that is unacceptable to the Authority and/or violates any Authority policy is discovered.

ARTICLE 36
SNOW REMOVAL, LANDSCAPING, COMMON AREA CLEANING, PAINTING AND FIRE ALARM INSPECTION

The removal of snow, landscaping, common area cleaning, and painting at the various Salem Housing Authority properties will be the responsibility of the maintenance employees. If the Executive Director deems that the removal of snow, landscaping, common area cleaning, and painting at the various Salem Housing Authority properties is too much of a burden on the maintenance employees, then the Executive Director, when she deems it necessary and appropriate, in her sole and absolute discretion, has the right to contract out a portion or all of the snow removal, landscaping, common area cleaning, and/or painting at the various Salem Housing Authority properties.

If Fire Alarm Inspection services have not been completed in house after ten (10) weeks of inspections, then the Executive Director also reserves the right to contract out Fire Alarm Inspection Services at her own discretion.

ARTICLE 37
PUBLIC RELATIONS AND PRESS RELATIONS

To be sure that information reaching the public, press, and other agencies accurately reflects the programs, policies, plans and procedures of the Salem Housing Authority; the following shall be considered standard operating procedure with regard to public relations and press relations for employees and members (commissioners) of the Salem Housing Authority:

1. The official spokesperson for the Authority shall be the Executive Director in all such matters.

   a) In his/her absence, the spokesperson shall be the Chairman of the Authority.

   b) When neither of the above are available, the Vice Chairman shall act as the spokesperson.

   c) If none of the above are available, employees of the Salem Housing Authority and commissioners should indicate to the person(s) making the inquiry that any statements or information must come from the Authority's spokesperson.

   d) Under special circumstances, the Authority or Executive Director may designate other employees or Authority members to act as spokesperson.

2. All employees and members of the Authority shall refer any press or public inquiries concerning Salem Housing Authority activities to the official spokesperson.

3. Statements and information to the public shall reflect the policies and programs adopted by the Salem Housing Authority.

4. Violations of this policy by employees may result in disciplinary action which can include reprimand, suspension, or dismissal.

ARTICLE 38
CONFIDENTIALITY

All employees must exercise the utmost discretion in regard to all matters of Authority business. Any information received by an employee on a confidential basis must be maintained in confidence. (760 CMR 8.00).

ARTICLE 39
EMPLOYEE INFORMATION

All employees are required to inform the Authority of any change of name, address and/or telephone number.

ARTICLE 40
EMPLOYEE RELEASE POLICY

~~Once a Union~~ If an ~~E~~employee is unable to work due to an ~~alleged~~ injury and is out on worker's compensation ~~leave~~ or short-term disability leave ("~~L~~leave"), ~~and as a result of the Leave,~~ leaving the Authority ~~is~~ short staffed, the Executive Director may terminate the ~~Union E~~employee, after ~~twelve~~twelfth (12th) months of their ~~L~~leave if the employee has a) yet to ~~, with or without pay, providing the employee has~~ reached a medical end result, or b) ~~.~~ reached ~~If the employee has not reached~~ a medical end result that demonstrate the employee cannot fulfill the essential duties of their job. ~~, the Executive Director shall~~ may ~~extend the leave for a period of up to an additional six (6) months if medical documentation reflects that the employee is expected to return to work by a date certain soon thereafter.~~

If at the end of twelve (12) months the employee has not reached a medical end result, the Executive Director may extend the leave for a period of up to six (6) additional months if medical documentation demonstrates that the employee may be cleared to return to work by a certain date within those additional months.

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ARTICLE 41
DURATION

Unless otherwise indicated, this Agreement shall take effect as of October 1, 2023~~6~~ and shall remain in full force and effect until September 30, 2026~~9~~ or until a successor Agreement is reached. Such notice for a successor Agreement or modification of this Agreement shall be sent by either party not less than ninety (90) days prior to the expiration of this Agreement. Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations.

This Agreement entered into this day of 2026~~4~~.

~~Veronica Miranda~~ Aaron Paternoster
Salem Housing Authority
~~Temporary~~ Chairperson of the Board

Michael Fitzgerald~~William Noris, President~~
President, AFSCME, Local 2762

Cathy ~~Hoog~~Sheehan
Salem Housing Authority
Executive Director

Sean McCrea~~,~~
AFSCME, Council 93
Union Representative

PROPERTY MANAGEMENT AGREEMENT

This Agreement is made as of the ___ day of _____, 2026 ("**Effective Date**") by and between Housing Opportunities of Salem Inc., a Massachusetts nonprofit corporation ("**Owner**") and Salem Housing Authority, a public body corporate and politic organized under the laws of the Commonwealth of Massachusetts ("**Agent**").

1. **Appointment and Acceptance.** Owner hereby appoints and engages Agent as its exclusive agent to rent, lease, operate and manage the Project described in Section 2 hereof and Agent accepts the appointment subject to the terms and conditions set forth in this Agreement.

2. **Description of Project.** The property to be managed by Agent (the "**Project**") is the apartment community consisting of the land, buildings and other improvements, including the dwelling units (the "**Project Units**") located at 2 Hathorne Crescent Street, 5 Barton Square, Unit 2, 73 Boston Street, 121 ½ Bridge Street, 122 ½ Boston Street, and 292 Essex Street, Unit 2 in Salem, Massachusetts (collectively, the "**Scattered Sites**") and further described on **Exhibit A**.

3. **Definitions.** Capitalized terms used and not defined in the body of this Agreement are defined in **Exhibit A**.

4. **Scope of Services.** Agent will have the general duty and responsibility of managing the Project in a good and efficient manner and in compliance with Project Requirements, as defined herein. Agent shall exercise due diligence and care in the management of the Project, and shall furnish Owner with its best advice, experience and judgment in such management.

5. **Project Requirements.**

   (a) If the Project is subject to certain operational and programmatic requirements, agreements, and restrictions arising out of the governmental programs under which it is financed or assisted, lender requirements set forth in any Project loan documents, investor requirements set forth in the Partnership/Operating Agreement, and/or otherwise, as set forth in the documents identified on **Exhibit A**, and all applicable federal, state and local laws, statutes, ordinances, regulations, and other applicable authority legal authorities referenced therein or applicable to the Project whether or not specifically referenced (collectively, "**Project Requirements**"). Agent acknowledges that Owner has provided it with copies of all project-specific documents listed in the Project Requirements and that Agent has reviewed the Project Requirements. Owner shall provide any documents not listed in Project Requirements that Owner expects Agent to observe in the operation of the Project. In performing its duties hereunder, Agent shall comply with, and shall cause the Project to comply with, the Project Requirements, provided, however, that such compliance will be an expense of the Project and Agent will not be required to make any payments from its own funds or incur any individual liability.

6. **Marketing.** Agent will carry out marketing for the Project in accordance with the Project Requirements including the resident selection or marketing plan therein.

7. **Rentals.** Agent will use due diligence in the management of the Project, devoting such resources as are appropriate, and will use reasonable efforts to rent the Project Units and other rental facilities in the Project. Incident thereto, the following provisions will apply:

   (a) Agent will be the exclusive rental agent of the Project.

(b) Agent will make preparations for initial rent-up of the Project (if not currently occupied).

(c) Agent will set up and maintain an on-site management office to service the Project or make other arrangements reasonably acceptable to Owner.

(d) Agent will follow any marketing plan or resident selection plan approved by Owner and any other applicable parties.

(e) Agent will show available dwelling units to prospective tenants and counsel all prospective tenants regarding eligibility for the Project Units.

(f) Agent will comply with all Project Requirements regarding applicants for occupancy of the Project Units including, as applicable, application intake, determination of eligibility, interview and screening, verification procedures, selection and rejection, record maintenance, unit assignment and execution of leases, all in accordance with the forms, criteria and procedures.

(g) Agent will comply with all eligibility verification and documentation procedures required by the Project Requirements prior to executing leases and upon subsequent review, and will prepare, maintain and verify eligibility certifications, in accordance with the Project Requirements and any additional specific compliance requirements provided by Owner.

(h) Agent will prepare all leases and will execute the same in Owner's name, identifying itself thereon as agent for Owner. Leases will be in a form approved by Owner, but individual leases will not be submitted for the approval of Owner.

(i) No lease shall be executed for rental amounts less than as required by applicable program requirements.

(j) Agent will collect, deposit and disburse security deposits, if required, in accordance with the terms of each tenant's lease and any applicable state or local laws regarding security deposits, including without limitation any applicable laws concerning payments of interest thereon. Security deposits will be deposited by Agent in the Security Deposit Account.

(k) A joint inspection of each Project Unit will be conducted by Agent and the new tenant prior to move-in, and a checklist of the unit's condition will be signed by Agent and the tenant upon occupancy; inspections of occupied units will be conducted on a regular basis in order to ascertain the adequacy of care of the unit by the tenant and any necessary repairs; prior to a planned move-out, a joint inspection of the unit will be conducted by Agent and the tenant and where required repairs exceed normal wear and tear, Agent will resolve appropriate charges with the tenant, or deduct such charges from the security deposit in accordance with any applicable state and local laws.

8. **Bank Accounts.** At Owner's direction, Agent will establish and maintain a separate bank account, in an institution whose deposits are federally insured, which account shall be used exclusively by Agent for funds of the Project and be known as the Project's **Operating Account**. Funds in the Operating Account will remain the property of Owner, subject to disbursement by Agent. Agent will not be held liable in the event of bankruptcy or failure of a depository.

At Owner's direction and in conformance with any applicable local and state laws regarding security deposits, Agent will establish and maintain a separate interest-bearing escrow account in an institution whose deposits are federally insured, which account shall be used exclusively by Agent for security deposits received by Agent from tenants of the Project and be known as the Project's **Security Deposit Account**. Agent will not be held liable in the event of bankruptcy or failure of a depository.

If and as required by Project Requirements, Agent will establish and maintain a separate bank account, in an institution whose deposits are federally insured, which account shall be used exclusively by Agent for funds of the Project and be known as the Project's **Replacement Reserve Account**.

All bank accounts opened by Agent at Owner's direction shall be held in Owner's name, but shall be under Agent's exclusive control. Only Agent shall be authorized to draw upon such accounts. No funds deposited in any account established under this Agreement shall be comingled with any other funds of Agent or any other entity.

9. **Collection of Rents, Charges and Other Receipts.** Agent will use reasonable efforts to collect, when due, rents, charges and other amounts receivable due from tenants or others on Owner's account in connection with the operation of the Project. Tenant rent payments or charges will be due and payable in accordance with the terms of each lease. All funds collected by Agent shall be deposited by Agent in the Operating Account.

   All security deposit funds, if any, received by Agent shall be deposited in the Security Deposit Account in accordance with the terms of each tenant's lease and the laws of the locality and state where the Project is located.

10. **Enforcement of Leases.** Agent will use diligent efforts to secure full compliance by each tenant with the terms of the tenant's lease. Voluntary compliance will be emphasized and Agent will counsel tenants and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by Agent, to the end that involuntary termination of tenancies may be avoided to the maximum extent consistent with the sound management of the Project.

    Nevertheless, subject to any applicable procedures set forth, Agent shall have the authority, acting on behalf of Owner, to terminate any tenancy when, in Agent's judgment, sufficient cause (including, but not limited to, nonpayment of rent) for such termination exists under the terms of the tenant's lease. Agent is authorized to consult with legal counsel of its choice to bring actions for evictions or legal proceedings to enforce any of the lease terms or to recover rents or other charges due and to execute notices to vacate and/or other notices; provided, however, that Agent shall keep Owner informed of such actions. Attorney's fees and other necessary costs incurred in connection with such actions and not recovered from tenants will be paid from the Operating Account as Project expenses.

11. **Maintenance and Repair.** Agent will cause the Project to be maintained and repaired in accordance with Project Requirements, and state and local codes and in a condition at all times acceptable to Owner and other applicable parties, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary.

    Incident thereto, the following provisions will apply:

(a) Special attention will be given to preventive maintenance. To the greatest extent feasible, the services of regular maintenance personnel shall be used.

(b) Agent is authorized to contract with qualified independent contractors, when necessary, for general maintenance and repair of major mechanical systems.

(c) Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair of the Project in accordance with the budget established with Owner.

(d) Notwithstanding any of the foregoing provisions, the prior approval of Owner will not be required for any single expenditure for labor, materials, or otherwise in connection with the maintenance and repair of the Project**.**

(e) Agent will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified, and will keep records of the same. Complaints of a serious nature regarding the condition of the Project will be reported to Owner for investigation.

12. **Utilities and Services**. Agent is authorized by Owner to make arrangements and/or, as agent for Owner, enter into contracts for water, electricity, gas, fuel, oil, sewage and trash disposal, pest extermination, decorating, laundry facilities, and telephone, cable and data communication services and any and all other services as may be required or advisable for the operation of the Project. The term of any contract made by Agent hereunder may extend beyond the term of this Agreement. To the extent included in the approved Project budget, Agent may enter into contracts with third party utility invoice processing, monitoring, and bundling service providers for the purposes of processing utility invoices, monitoring utility usage, and bundling utility services at the Project in an effort to reduce utility costs and improve the Project's energy efficiency. All utility payments shall be made from the Operating Account. If the dwelling units are individually metered for any utilities, tenants will contract directly for those utilities and Agent will not make contracts to secure the same.

13. **Disbursements from Operating Account and Withdrawal from Reserves**. Agent will make disbursements from Owner's funds in accordance with this Agreement and the Management Plan. Incident thereto, the following provisions will apply:

(a) From the funds collected and deposited by Agent in the Operating Account, Agent will make the following disbursements promptly when payable:

(1) Compensation payable to Agent hereunder and reimbursement to Agent for compensation payable to or on account of the employees, and for the taxes and assessments payable to local, state, and federal governments in connection with the employment of such personnel.

(2) The payments required to be made periodically by Owner to mortgagee(s), if applicable, including the amounts due for principal amortization, interest, mortgage insurance premiums; ground rents; taxes and assessments; insurance premiums; and the amounts required by any mortgagee, United States Department of Housing and Urban Development ("**HUD**") or other party for allocation to a replacement, operating or other reserve.

(3) The payment for technology required to manage the Project including but not limited to hardware, software licensing and technology maintenance fees, and the payment for reasonable costs incurred in connection with third party records storage expenses. Such reimbursements will be paid from the Operating Account and will be treated as a Project expense.

(4) All sums otherwise due and payable as expenses of the Project.

(b) In the event that the balance in the Operating Account is at any time insufficient to pay expenses when due, Agent will inform Owner of that fact, and Owner will, within five (5) business days, remit to Agent sufficient funds to cover the deficiency. Notwithstanding anything to the contrary stated or implied herein, Agent shall have no obligation or responsibility to use its own funds to pay Project expenses and it is hereby agreed Agent has no personal, individual or other liability for such debt.

(c) Agent shall withdraw from any Project reserve accounts as which direction shall be in accordance with the Project Requirements.

14. **Budgets.** After consultation with Owner, Agent will prepare a recommended operating budget for the Project for each Project Fiscal Year, which unless otherwise specified on **Exhibit A** will be the calendar year (January 1 – December 31), and will submit the same to Owner for approval for review as soon as possible with the expectation of not later than sixty (60) days before the earlier of (i) the beginning of each new Project Fiscal Year or as soon as possible. Upon receipt, Owner will promptly inform Agent, of changes, if any, to be incorporated in the budget. The proposed budget will be deemed approved unless Owner gives notice of disapproval within thirty (30) days of delivery. Once the budget is approved, Agent will use diligent efforts to see that each type of operating expense itemized in the budget will not exceed the annual amount authorized by the approved budget and Agent will keep Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Owner will promptly inform Agent of any changes to be incorporated in the approved budget.

15. **Records and Reports.** In addition to and not in limitation of any other requirements specified in this Agreement and the Project Requirements, Agent will have the following responsibilities with respect to records and reports:

(a) Agent will establish and maintain a comprehensive system of records, books and accounts in a manner conforming to any directives of the Project Requirements and otherwise satisfactory to Owner. All records, books and accounts will be subject to examination by authorized representatives of Owner or other applicable parties during regularly scheduled business hours upon reasonable written notice which absent special need shall be at least forty-eight (48) hours.

(b) If requested by Owner, and/or as required by the Project Requirements, within sixty (60) days following the end of each Project Fiscal Year, Agent will furnish to Owner a complete annual financial report for the Project based upon an examination of the books and records. This report shall be prepared in conformity with generally accepted accounting principles. The costs of preparing this report will be paid out of the Operating Account as an expense of the Project.

(c) By the fifteenth (15th) day of each month, Agent will furnish Owner with reports reasonably requested by Owner, which may include Balance Sheet, Statement of Profit and Loss and Loss v. Budget (i.e. budget v. actual) for the previous month and with a schedule of accounts receivable and payable as of the end of the previous month.

(d) By the tenth (10th) day of each month, or more frequently as requested by Owner, Agent shall submit to Owner a current occupancy report, if requested by Owner.

(e) If reasonably requested by Owner, Agent will prepare and furnish any other reports necessary to comply with the Project Requirements, including any audited financial reports required by the Project Requirements.

(f) Except as otherwise provided in this Agreement or shown in an approved Project budget, all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to costs of office supplies and equipment, data processing services, postage, transportation for managerial personnel and direct telephone services relating to Agent's main office) will be covered in an Administrative Services agreement between Agent and owner.

16. **Bids, Discounts, Rebates, etc**. Agent shall use diligent efforts to obtain contracts, materials, supplies, utilities, and services in accordance with contracting and bidding requirements applicable to and required by the Salem Housing Authority. Agent shall secure and credit to Owner, and not receive or retain for itself, all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions regarding the Project.

17. **Insurance**. Agent shall carry (a) worker's compensation insurance, for compensation to any person engaged in the performance of any work undertaken under this Agreement (b) commercial general liability insurance and excess/umbrella liability insurance policies; (c) Property Management Errors and Omissions Insurance such other insurance as a property manager of housing projects similar to the Development would carry, or as reasonably required by Owner. The commercial general liability insurance policy shall be endorsed to include as additional insureds the Owner. Owner shall obtain and keep in force, at its expense, property insurance on the Development and underlying real property, and such other insurance as it deems appropriate. Agent shall be named as an additional insure as their interests may appear on all liability insurance maintained with respect to the Development. Owner's insurance premiums shall be treated as operating expenses and shall be paid out of the Operating Accounts in accordance with the Operating Budget.

18. **Non-Discrimination**. In the performance of its obligations under this Agreement, Agent will comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, creed, sex, sexual orientation, familial status, handicap, national origin or any other protected status.

19. **Employees**. The number, qualifications, and duties of personnel to be employed in the management of the Project, will be determined by Owner and Agent in accordance with the Owner-approved budget and in accordance with any Section 3, local hire, or similar obligations of the Project. All such employees will be deemed employees of Agent, not Owner, and will be hired, supervised, and discharged by Agent. Compensation (including payroll taxes, fringe, and health and disability benefits) payable to all full and part time on-site personnel; local, state, and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and workmen's compensation insurance); and other direct cost incident to the

employment and training of such personnel will be paid from the Operating Account and will be treated as a Project expense, subject to the following conditions:

(a) The compensation (including payroll taxes, fringe, and health and disability benefits) of all employees will be within Agent's sole discretion, provided that minimum wage standards are met.

(b) Agent shall maintain workers' compensation insurance covering all liability of the employer under established workers' compensation laws.

(c) Agent shall maintain employer's liability insurance, with Owner listed as additional insured.

(d) Agent shall prepare, file and execute all required statements and reports relating to employees, including, but not limited to, payroll tax reports, as required under applicable federal, state, and local law, regulations, and/or ordinances.

20. **Compliance with Governmental Orders; Licenses**. Agent will take such action as may be necessary to comply promptly with any and all government orders or other requirements affecting the Project, whether imposed by federal, state or local authority. Nevertheless, Agent shall take no such action so long as Owner is contesting, or has affirmed its intentions to contest, any such order or requirement. Agent will notify Owner, in writing, of all notices of such governmental orders or other requirements within three (3) business days of the time of their receipt. Owner will notify Agent, in writing, of all notices of such governmental orders or other requirements within three (3) business days of the time of their receipt. Agent will take all necessary steps to obtain and maintain in effect any licenses and registrations required under applicable law for the intended use and operation of the Project.

21. **Agent's Compensation**.

(a) For the services provided hereunder, exclusive of reimbursement of expenses to which Agent is entitled hereunder, Agent will receive a management fee paid out of the Operating Account and treated as a Project expense, which fee will include a base monthly elements (the "**Base Fee**") and may include other elements as specified in **Exhibit A**. The following subsections describe possible elements of the management fee, but such elements shall be charged for the Project only as specified in **Exhibit A**, and any particulars in **Exhibit A** will supersede this text.

(b) The Base Fee will be payable in an amount equal to a specified percentage of each month's gross receipts (the "**Fee Percentage**") or a fixed amount (the "**Fee Amount**") per unit per month, as specified in **Exhibit A**. If gross receipts determine the fee, an adjustment shall be made by the tenth (10th) day of the following month for monies collected after the payment of Agent's monthly management fee. If the fee is a set amount per unit per month, such amount shall be increased annually on the renewal date of this Agreement by a percentage specified in **Exhibit A** (the "**Fee Inflation Factor**"). Gross receipts shall include but not be limited to rental income (including rental subsidies), forfeited security deposits, laundry income, parking fees and other miscellaneous income, deposits and charges, but excluding security deposits and other deposits which have not been forfeited, insurance proceeds other than proceeds for loss of rents or income, condemnation awards, sale or refinancing proceeds, reimbursement of

any overpaid expenses, utility charges and other "pass-throughs" or items of expense billed to the tenant and paid by the Project.

(c) For any Project in which Agent is related to the Owner, Agent may agree to subordinate some part of its fee to Project cash flow and senior obligations. In such event, any portion of such fee not paid when due will accrue and be paid as soon as feasible.

22. **Term**. This Agreement shall begin on the Effective Date and shall be in force for a period of one (3) year(s) from such date or such longer period as is stated in **Exhibit A** ("**Initial Term**") and thereafter shall be renewed automatically for one (3) year periods until either Owner or Agent terminates it, by written notice to the other party, at least sixty (60) days prior to the expiration of the Initial Term or any anniversary thereof.

This Agreement may be terminated at any time and for any reason, with or without cause, by either party upon sixty (60) days advance written notice of such termination to the other party. This Agreement may also be terminated by either party for gross negligence, willful misconduct or criminal fraud upon five (5) days written notice to the other party.

Notwithstanding anything to the contrary in this Agreement, Owner may terminate this Agreement if and as required by any of the Project Requirements.

23. **Project Compliance**. Notwithstanding anything to the contrary herein, Owner acknowledges that Agent has no responsibility for the compliance of the Project or any building thereon or any equipment therein with the requirements of any building or zoning codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, including but not limited to lead paint conditions, except insofar as such compliance or non-compliance is caused by Agent's gross negligence, willful misconduct, or failure to perform its responsibilities under this Agreement. Agent shall notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. To the extent there are sufficient funds, Agent shall take necessary action to cure any violations or hazards related to the above. Owner represents that, to the best of Owner's knowledge, the Project and all Project equipment comply with all above requirements. To the extent not expressly prohibited by law, Owner shall indemnify and hold Agent harmless from any and all claims, losses, demands, liabilities, actions, causes of action and obligations, of whatever nature and description, and all costs of defending same (including reasonable attorney's fees) that are in any way caused by, related to or predicated upon any violation or alleged violations of such building codes, laws, ordinances, statutes or regulations, relating to the physical condition of the Project, including but not limited to lead paint conditions, excepting only losses caused by Agent's gross negligence, willful misconduct, or failure to perform its responsibilities under this Agreement.

24. **Agent Assumes No Liability for Past Practices**. Notwithstanding anything to the contrary stated or implied herein, Agent shall not be liable to Owner (or anyone claiming through Owner) in any context whatsoever for any acts or omissions of (a) Owner, (b) any past or present employees of Owner, (c) any previous owner of the Project, (d) any previous management agent employed at or providing services to the Project, or (e) any agent of (a)-(d) above. To the extent not expressly prohibited by law, Owner shall indemnify and hold Agent harmless from any and all claims, losses, demands, liabilities, actions, causes of action and obligations, of whatever nature and description, and all costs of defending same (including reasonable attorney's fees) which are in any way caused by, related to or predicated upon, any policies or practices of Owner

and/or acts and/or omissions of Owner or its prior management company or any of their employees predating the date of this Agreement.

In amplification of the above and not in limitation thereof, Agent shall have no liability for violations of building, zoning, environmental or other laws or regulations, including but not limited to lead paint laws, that may exist as of the date of this Agreement but may only become known during the period this Agreement is in effect. Agent shall bring any such violations or hazards discovered by Agent to the attention of Owner in writing and Owner shall promptly cure them at Owner's sole expense.

25. **Indemnification**. Owner shall indemnify, defend and save Agent harmless from all loss, damage, cost, expense (including reasonable attorneys' fees), liability or claims incurred by or suffered by Agent relative to the Project and/or relative to Agent's management of the Project, except to the extent caused by or resulting from the illegal acts, gross negligence or willful misconduct of Agent.

Agent shall indemnify, defend and save Owner harmless from all loss, damage, cost, expense (including reasonable attorneys' fees), liability or claims (i) for personal injury or property damage incurred or occurring in, on or about the Project caused by or resulting from the illegal acts, gross negligence or willful misconduct of Agent or (ii) resulting from Agent's failure to comply with explicit obligations of this Agreement. The foregoing indemnity shall not apply to loss, damage, cost, expense (including reasonable attorneys' fees), liability or claims resulting from the illegal acts, gross negligence or willful misconduct of Owner.

Notwithstanding the foregoing, if Agent is ever a party to any litigation or proceeding commenced by a third party in which a claim or allegation is made that Agent (or persons for whom it may be responsible) has violated a contract, acted illegally, been negligent or otherwise committed any wrongdoing through any act or omission then, until such time as final judgment is entered against Agent finding Agent to have engaged in willful misconduct or gross negligence, all costs and expenses of defense including attorney's fees shall be borne solely by Owner. Such costs of defense shall be paid for by Agent using Project revenue or Owner advancing funds from time-to-time as defense costs are incurred.

26. **Limitation of Liability**. No manager, member, officer, director, agent, or employee of Agent and no officer, director, trustee, member, partner, manager, agent, or employee of any manager or member of Agent shall have any personal liability for the performance of any obligation by Agent, or under or in connection with this Agreement or any acts done or omitted by Agent. Owner shall look only to Agent and its assets for payment or performance under this Agreement.

27. **Relationship of Parties**. The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner's name, and for Owner's account. In taking any action under this Agreement, Agent shall be acting only as agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement, except that of principal and agent, or as requiring agent to bear any portion of losses arising out of or connected with the ownership or operation of the Project. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

28. **Notices**. Any notices given pursuant to this Agreement shall be in writing and shall be considered to have been given: (a) if sent by email, but only if if actively acknowledged by recipient or followed by a second form of notice as described in this section 29; (b) if hand delivered, or (c) if sent by registered or certified mail, return receipt requested, or by private overnight carrier, in each instance properly addressed and with postage or other charges prepaid, to the addresses set forth on **Exhibit A**.

All notices will be sent by personal delivery, email, Federal Express or other nationally recognized overnight messenger service, United States registered or certified mail, postage prepaid, return receipt requested. All notices shall be considered to have been given on the earlier of receipt, or acknowledgment of email, or forty-eight (48) hours after the date of mailing or one day after delivery to an overnight carrier as provided herein. Any party to this Agreement desiring to make a change in its address for the purpose of notices under this Section shall notify the other party of the change of address in the same manner as provided for in this Section for notices.

29. **Governing Law**. This Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the Commonwealth of Massachusetts. Venue and jurisdiction for any dispute arising out of or relating to this Agreement shall be in the county where the Project is located.

30. **Entire Agreement**. This Agreement constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Project, and supersedes and replaces any and all previous management agreements entered into and/or negotiated between Owner and Agent related to the Project covered by this Agreement. Except as otherwise provided herein, no change will be valid unless made by supplemental written agreement, executed and approved in the same manner as this Agreement. Each party to this Agreement hereby acknowledges and agrees that neither party has made any warranties, representations, covenants, or agreements, express or implied, other than those expressly set forth herein and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, other than those expressly set forth herein.

31. **Successors and Assigns**. This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and Agent, and their respective successors and assigns; provided that neither Agent nor Owner shall assign this Agreement, and the rights and obligations herein set forth, without prior written consent of the other party. Notwithstanding the foregoing, Owner may assign its rights and obligations as required in connection with the financing of the Project.

32. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument.

33. **Survivability**. The terms of Sections 24, 25, 26 and 27 of this Agreement shall survive the expiration or termination of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the principal parties have, by their duly authorized officers, executed this Agreement on the date first above written.

AGENT:

SALEM HOUSING AUTHORITY,
a public body corporate and politic organized
under the laws of the Commonwealth of Massachusetts

By: _____
Name: Cathy Sheehan
Title: Executive Director

By:_____

Name: Aaron Patternoster

Title: Board Chair

OWNER:

HOUSING OPPORTUNTIES OF SALEM INC.,
a Massachusetts nonprofit corporation

By: _____
Name: Cathy Sheehan
Title: President

By:_____
Name: Patti Morsillo
Title: Vice President

Exhibit A

PROJECT INFORMATION

I. Project Description

Project Name	**Scattered Sites listed below**
Address	Parcel I – 2 Hathorne Crescent Street Parcel II – 5 Barton Square, Unit 2 Parcel III – 73 Boston Street Parcel IV – 121 ½ Bridge Street Parcel V – 122 ½ Boston Street Parcel VI – 292 Essex Street, Unit 2
City, State, Zip	Salem, MA 01970
Number of Dwelling Units	39

II. Project Units

Kind of Unit	**Number of Units**
Project-Based Vouchers	39
Total Number of Dwelling Units:	39

III. Compensation (see Section 22):

a. **Base Fee: 6% of rental income.**

IV. Other Business Terms:

a. **Initial Term (Section 23): 3 years**

V. Notice Addresses

If to Owner, to:	Housing Opportunities of Salem Inc. c/o Salem Housing Authority 27 Charter Street Salem, MA 01970-3656
If to Agent, to:	Salem Housing Authority 27 Charter Street Salem, MA 01970-3656

SALEM HOUSING
AUTHORITY

Cathy Sheehan, Executive Director

Main Office and Public Housing Department
27 Charter Street, Salem, MA 01970

Section 8 Department & Procurement/Modernization
136 Canal Street, Suite 2, Salem, MA 01970

Telephone: 978-744-4431 Fax: 978-744-9614
Website: www.salemha.org

Bid Tabulation for
Automated Laundry Service

Date: September 3, 2026
Time: 9:00 a.m.
Present: Debra Tucker and Anne Cameron

Bidder		Bid Price Commission as a %	Option To Renew Form	Selection Criteria	References
1.	CSC Service Works	27 %	Yes	Yes	Yes
2.	Automatic Laundry Services Co., Inc.	25 %	Yes	Yes	Yes

The following hereby certify under pains and penalties of perjury that to the best of their knowledge and belief that this Bid Tabulation is a complete and accurate list of bids opened in public in the presence of said witnesses.

Witnesses:

Signature _____ Date 9-03-2026

Signature _____ Date 9-03-2026

file: dt bid tabulation

FORM FOR GENERAL BID

TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor and materials required for Automated Laundry Services for ten (10) locations at elderly and handicapped housing developments (Zisson Building, Power Building Bertram Terrace, Colonial Terrace, Norton Terrace, Pioneer Terrace, 27 Charter St., Morency Manor, Ruane Building, Dalton Building) in Salem, Massachusetts for an initial contract period of one year in accordance with the Contract Documents prepared by the Salem Housing Authority for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s)_____.

C. The proposed contract price is:

Low Bidder will be based on the Total Commission for the Initial Period of 1 year.

Monthly Commission For 12 months	27 %

The proposed contract price is:

Twenty Seven % 27 %

(Bid Amount in WORDS) (Bid Amount in PERCENTAGE)

D. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

E. The undersigned further certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

F. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

CSC Service Works

(Name of General Bidder)

Signature ☞ BY: [signature] Senior Account Manager

(Signature & Title of person signing bid)

Date: 9/1/26

61 Holton St, Woburn, MA 0180

(Business Address)

844-272-9675

(Telephone Number)

PROPOSED OPTION TO RENEW FORM
AUTOMATED LAUNDRY SERVICES

The information listed below is for informational purposes only.
It is not a factor in determining the low bidder for the initial period.

The Salem Housing Authority at its sole discretion may exercise its 2- 1 year options to renew the contract at the end of the initial contract period.

October 1, 2027 through September 30, 2028	
Monthly Commission For 12 months	27 %

October 1, 2028 through September 30, 2029	
Monthly Commission For 12 months	27 %

CSC Service Works
(Name of General Bidder)

Date: 9/11/26 Signature

BY: Ashley Mazzella Senior Account Mana
(Signature & Title of person signing bid)

61 Holton St, Woburn, MA 01801
(Business Address)

844-272-9675
(Telephone Number)

FORM FOR GENERAL BID

TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor and materials required for Automated Laundry Services for ten (10) locations at elderly and handicapped housing developments (Zisson Building, Power Building Bertram Terrace, Colonial Terrace. Norton Terrace, Pioneer Terrace. 27 Charter St., Morency Manor, Ruane Building, Dalton Building) in Salem, Massachusetts for an initial contract period of one year in accordance with the Contract Documents prepared by the Salem Housing Authority for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s)_____.

C. The proposed contract price is:

Low Bidder will be based on the Total Commission for the Initial Period of 1 year.

Monthly Commission For 12 months	25 %

The proposed contract price is:

Twenty-five % 25 %

(Bid Amount in WORDS) (Bid Amount in PERCENTAGE)

D. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

E. The undersigned further certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be em, oyed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

F. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

Automatic Laundry Services Co., Inc.

(Name of General Bidder)

Signature ☞ BY: Scott S. Scarpato

(Signature & Title of person signing bid)

Date: September 1, 2026

45 Border Street, West Newton, MA 02465

(Business Address)

617-969-4340

(Telephone Number)

PROPOSED OPTION TO RENEW FORM
AUTOMATED LAUNDRY SERVICES

The information listed below is for informational purposes only.
It is not a factor in determining the low bidder for the initial period.

The Salem Housing Authority at its sole discretion may exercise its 2- 1 year options to renew the contract at the end of the initial contract period.

October 1, 2027 through September 30, 2028	
Monthly Commission For 12 months	25 %

October 1, 2028 through September 30, 2029	
Monthly Commission For 12 months	25 %

Automatic Laundry Services Co., Inc.
(Name of General Bidder)

Signature ☞ BY: Scott S. Scarpato
(Signature & Title of person signing bid)

Date: September 1, 2026

45 Border Street, West Newton, MA 02465
(Business Address)

617-969-4340
(Telephone Number)

30 B

tie-breaker procedure, you may allow for a "second heat" between the tied vendors. This entails contacting the tied vendors, explaining that the bid prices were tied, and inviting each vendor to submit a second sealed bid for the same contract by a specific date and time. You may then award the contract to the vendor offering the lowest-priced bid. As an alternative, you may use a coin toss or other simple, fair and objective measure to break the tie. When you break a tie through a coin toss, you should invite the tied bidders to your office and flip the coin in their presence. In any event, the coin toss should be conducted in the presence of a witness and the bidders should sign off that they have indeed agreed to the coin toss to resolve the tied bid situation.

Step 7: Award the contract

You must award the contract within the time for award stated in the IFB to the qualified (that is, responsive and responsible) bidder that offers you the lowest price. In the case of a revenue-generating contract, you will award the contract to the qualified bidder that offers you the highest price. The time for acceptance may be extended for up to 45 days by mutual agreement between the local jurisdiction and the apparent lowest responsive and responsible bidder.[67]

Negotiating a lower price. When using an IFB, you may negotiate the price of a contract downward (or upward for a revenue-generating contract) with the responsive and responsible bidder offering the best price. This is not prejudicial to fair competition because the bidder will be awarded the contract anyway. While you may negotiate a more favorable price, you may not negotiate any change to the purchase description, scope of services, or contract terms and conditions.

Approval of the contract award. The award of a contract may be subject to the approval of a public official or governing entity such as the mayor, the city council, the board of selectmen or the school committee. If you are uncertain about who must approve or sign contracts, check with your CPO or legal counsel.

Canceling the IFB or rejecting all bids. You are not required to award a contract. You may cancel the IFB at any time until the bids are opened. Once bids are opened, you may reject all the bids if you determine that such action is in the best interest of your local jurisdiction.[68] For example, it is in the best interest of your local jurisdiction to reject all bids if the lowest price exceeds your budget or if your purchase description was inadequate or inaccurate. Of course, you may not reject all bids simply because a favored bidder did not submit the lowest bid. You must state in writing the reason for any cancellation or rejection, and you must keep this document in your procurement file.[69]

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[67] M.G.L. c. 30B, § 5(g).

[68] *Id.* at § 9.

[69] *Id.*

30B

Contract duration. You may – subject to local ordinances, bylaws or rules – enter into a Chapter 30B procurement contract for up to three years, including the term of any renewal, extension or option. A contract for supplies or services with a term of more than three years, including the term of any renewal, extension or option, is permissible only if a longer contract has been authorized by a majority vote of the governing body of your local jurisdiction before you award the contract.[34]

The authorization may apply to a single contract in excess of three years, or it may specify time limits for any number or types of contracts.

The majority vote required to approve contracts that are or may be longer than three years must be taken by:

- for towns or districts, a duly called town or district meeting;
- for cities, the city council or the city commissioners, with the approval of the mayor if such approval is required under the city charter;
- for counties, the county commissioners;
- for regional school districts, an affirmative vote by two-thirds of the members of the school committee; and
- for a redevelopment, housing or other authority, the governing body.

In addition, you may not enter into a multi-year contract unless funds are available for the first fiscal year of the contract. The payment and performance obligations for each succeeding year of a multi-year contract must be subject to the appropriation or availability of other funds, such as state or federal grants.[35]

When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year, the procurement officer must cancel the contract.[36] Despite this statutory requirement, however, there may be instances in which a local jurisdiction will not be excused from payment obligations under a multi-year service contract because of a failure to appropriate funds. In a 1996 case, the Massachusetts Appeals Court held that, notwithstanding the general rule that a local jurisdiction cannot incur a liability in excess of the amount of the appropriation, there is an exception to that rule for "constantly recurring duties."[37] The court explained that towns are permitted to make valid multi-year contracts for basic services such as trash disposal and utilities, and that the lack of a sufficient appropriation to pay for the services in subsequent years cannot be used as a defense to avoid paying the contractor.

Determine the contract length that would best suit your local jurisdiction's needs. As you make this determination, keep in mind that both short-term and long-term contracts involve tradeoffs. For example,

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[34] M.G.L. c. 30B, § 12(b).

[35] *Id.* at § 12(a).

[36] *Id.* at § 12(d).

[37] *Browning-Ferris Industries, Inc. v. Town of Swansea*, 41 Mass. App. Ct. 383, 384 (1996).

COLLECTION OF LOSSES – WRITE OFFS THROUGH 9/30/2026

Tenant	Accounts Receivable	Reason
667	$ 12,377.29	Deceased, Eviction Move out
200	$ 53,057.96	Move out, Eviction
705	$ 116.00	Move out
Total	**$ 65,551.25**	

mrtwriteoff