



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

April 11, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Stacey Norkun of 53 Summer Street to the Salem Historical Commission for a three-year term to expire April 11, 2022. Ms. Norkun will be filling a seat that is currently vacant.

Ms. Norkun is an experienced design professional, currently serving as the Creative Director for Culture and Engagement for Hilton and, prior to that, as Hilton Hotel & Resorts senior manager for brand advertising in Virginia. Ms. Norkun also runs her own design and creative firm, Klop Alley, here in Salem. A committed historic preservation advocate, Ms. Norkun earned a Salem Preservation Award in 2018 for her design and renovation of the 1756 home at 53 Summer Street and is an active member of Historic Salem, Inc.

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

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem

STACEY NORKUN

CREATIVE DIRECTOR & DESIGNER



+1.617.817.7274



salem, massachusetts



staceynorkun@gmail.com



www.klopalley.com



LOCAL PRESERVATION & DESIGN NODS

- 2018: Salem Preservation Award Winner, 53 Summer St
- 2018: Historic home renovation featured in Real Simple, Boston Magazine, Boston.com, Apartment Therapy, Lonny, and Brit+Co
- Acting design and color consultant for McIntire & Derby Street residents
- Educated in local ancestral and deed research
- Historic Salem Inc member & active participant in various Salem beautification groups
- Stylistic knowledge, respect and understanding of Salem architecture, style & historic trends married with modern thinking and thoughtful execution



EMPLOYMENT

HILTON

VIRTUAL
2013-PRESENT

CREATIVE DIRECTOR, CULTURE & ENGAGEMENT

Serve as corporate leader, ensuring brand consistency across all internal global and local campaigns; laid foundation for Hilton's unprecedentedly strong internal brand reputation by working with outside vendors & internal stakeholders to ensure integrity & standards are being implemented properly. Drive success by understanding the creative needs of key clients and provide necessary creative insights and project oversight.

MILESTONES:

- Through thoughtful culture branding and implementation, propelled Hilton to #1 FORTUNE 100 BEST PLACES TO WORK in 2019 - up 32 spots from 2018.
- Increased measurable cultural engagement of 350k Team Members in 105 countries from 32% in 2013 to 97% in 2018 through empathetic and engaging brand campaigns.

HILTON HOTELS & RESORTS

VIRGINIA
2010-2013

SENIOR MANAGER, BRAND ADVERTISING, GRAPHICS & IDENTITY

Develop, launch & implement global brand creative assets, resources, advertising, guidelines & photography.

MILESTONES:

- Global Visual Identity Rebrand of 563 properties across 87 countries in 32 languages.
- Developed brand photography style & guidelines that drive emotive connections and shift brand perception with consumers. Twelve-time design & content award winner in 2011 for Brand Photography Guidelines.
- Design & launch of HiltonART, an online asset system housing all brand collateral, photography, guidelines & customizable templates.

FELD ENTERTAINMENT

VIRGINIA
2007-2010

ART MANAGER

Art direct & manage internal Creative Services Department. Uphold guidelines & quality of work of all marketing and creative materials for Ringling Bros. and Barnum & Bailey Circus, Disney On Ice and Disney Live! stage productions.



EDUCATION

SYRACUSE UNIVERSITY

BFA COMPUTER GRAPHICS

Class of 2003 with dual minor concentration in Digital Imaging & Art History



CULTURE AWARDS

- #1 FORTUNE 100 Best Places To Work® 2019
- #2 World's Best Workplace® 2018
- Great Place To Work® 2018



GOLD WINNER : GLOBAL REBRAND

- Hilton Hotels & Resorts
- 42nd Creativity Print Awards



TOP HONOR : BEST DESIGN IN AN ADVERTISING SERIES OR CAMPAIGN

- Stay Hilton Go Everywhere
- 2011 International Business Awards



SKILLS

PROFESSIONAL SKILLS

Photoshop	★★★★★
Illustrator	★★★★★
InDesign	★★★★★
Brand Management	★★★★★
Photo Production	★★★★★
Asset Management	★★★★★
Agency Management	★★★★★

INDIVIDUAL SKILLS

Detail Oriented	★★★★★
Results Focused	★★★★★
Self Motivated	★★★★★
Time Management	★★★★★
Cross-Cultural	★★★★★

FOR A COMPLETE LIST OF OVER 25 DESIGN AWARDS SINCE 2011, PLEASE VISIT KLOPALLEY.COM



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

April 11, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Amy Stewart of 3 A Willow Avenue to the Scholarship and Education Committee for a three-year term to expire April 11, 2022. Ms. Stewart will be filling a seat that is currently vacant.

Ms. Stewart is a long-time resident of our community and has held elevating positions of responsibility at Salem State University's Financial Aid office for the last seventeen years, culminating in her current position there as Associate Director of Financial Aid. Previous to that she worked in SSU's Student Financials and Information Technology offices in a number of capacities. She holds a Master's degree in Business Administration from SSU, has presented at the Massachusetts Educational Financing Authority's Community-based Outreach program, served on the Executive Council of the Massachusetts Association of Student Financial Aid Administrators, and is a certified FAFSA Expert.

I strongly recommend confirmation of Ms. Stewart's appointment. We are fortunate that she is willing to serve our community in this important role and lend her insights and expertise to the Scholarship and Education Committee and its work.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem

AMY J. STEWART

3A Willow Ave * Salem MA 01970 * (978)273-2184 * ajstewart3117@gmail.com

Results oriented leader with comprehensive financial and technical background

SUMMARY

*Possesses supervisory background.
Excellent interpersonal and communication skills.
Extremely patient and calm at all times, including high-pressure situations.
Ability to deal with the unexpected effectively and efficiently at all times.
Excellent organizational abilities.
Extensive background of mathematical and analytical skills.
A results oriented self-starter with highly developed administrative, problem solving and decision making skills.*

EDUCATION

SALEM STATE UNIVERSITY, Salem MA
Masters Degree in Business Administration, 2002
Member Delta Mu Delta

BRIDGEWATER STATE UNIVERSITY, Bridgewater, MA
Bachelor of Science in Mathematics, 1995

EXPERIENCE

SALEM STATE UNIVERSITY, Salem, MA **1997 to Present**
Associate Director, Financial Aid **2007 to present**
Leads administrative functional team. Assists Director in fund management with program totals in excess of \$60 million yearly. Design and implemented reconciliation tools for monitoring funding levels. Daily management of the Financial aid office in the absence of the Director. Exceptional customer service to prospective and current students and parents. Responsible for monitoring and reconciliation of Federal Perkins, Federal Nursing and Mass. No Interest loans. Oversees caseload, including review and verification, summer aid and presents informational workshops to diverse audiences. Develops queries and yearly reports for internal and external partners, including Federal, State and Private auditors. Process all mass packaging for students as well as weekly disbursement of Federal, State and Institutional aid. Developed operational policies and procedures in conjunction with the Director.

Assistant Director, Financial Aid **2004 to 2007**
Oversees the Operational staff and manages caseload, including review and verification and presents informational workshops to diverse audiences. Responsible for the managing and reconciliation of the Massachusetts State Financial Aid programs including the Mass. No Interest Loan program. Liaison to the Information Technology Department to resolve software issues and upgrades bundle testing for Financial aid patches/fixes due to yearly regulatory releases. Responsible for applying yearly setup functions for the Financial aid module. Developed operational policies and procedures in conjunction with the Director.

Staff Associate, Financial Aid **2002 to 2004**
Responsible for the managing and reconciliation of the Massachusetts State Financial Aid programs as well as the Federal Nursing and Perkins Loan programs. Extensive experience in the design and implementation of reconciliation and reporting tools. Assists with system testing, system enhancements and problem resolutions for the Financial Aid Peoplesoft module. Oversees caseload, including review and verification, presents informational workshops to diverse audiences. Develops ad hoc queries and reports for tracking, monitoring and problem resolution.

Staff Assistant, Information Technology **2001 to 2002**
Involved with the design and implementation of Peoplesoft Student Administration Software. Extensive experience in Student Financials, with additional experience in Student Records, Financial Aid, Campus Community and Admissions. Provide in house functional support and product enhancements as well as end user training. Advance training in Peoplesoft Query and Crystal Reporting.

Accountant II, Student Financials **1999 to 2001**
Provide supervision and training for subordinates; oversee the processing of all students loans and financial aid. Implement and maintain Federal Direct Loan processes and procedures, wire transfer monies, and process emergency loans to students. Interact with Federal and State Auditors.

Receiving Teller, Student Financials

1997 to 1999

Maintain student accounts receivable, student meal accounts, and housing contracts.
Collect deposits from students for dormitory waiting list and ensure their eligibility.
Determines adjustments of student tuition and fees, analyze problems with student
Accounts and follow up with a solution. Prepare financial reports and correspondence
for Bursar and office supervisors.

COMMITTEE/VOLUNTEER

Executive Council, Massachusetts Association of Student Financial Aid Administrators (MASFAA) 2011-2014
Member, Emerging Leaders committee, Massachusetts Association of Student Financial Aid Administrators
(MASFAA) 2011-2012

FAFSA Expert, Massachusetts College Goal Sunday, 2008-current

Presenter, Community Based Outreach Education Program, MEFA, 2011-current

Member, Conference Committee, Massachusetts Association of Student Financial Aid Administrators (MASFAA),
2006-2007 and 2007-2008

REFERENCES Available upon request.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

April 11, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Jennifer McAlpine to the Scholarship and Education Committee for a three-year term to expire April 11, 2022. Ms. McAlpine will be filling a seat that is currently vacant.

Ms. McAlpine is a fundraising and development professional, currently working as the Director of Development for HILL of Literacy, and education improvement nonprofit that translates research and data insights into meaningful practice in the classroom. Prior to that she served as a Development Associate with The Open Door in Gloucester and in advancement at St. John's Preparatory School. Ms. McAlpine holds a Bachelor's degree in Political Science from Boston College and a Master's of Science degree in Criminal Justice from Suffolk University. I believe she will bring an important skill set to the committee, as they work to bolster fundraising efforts to support the scholarship and education funds that they oversee.

I strongly recommend confirmation of Ms. McAlpine's appointment. We are fortunate that she is willing to serve our community in this important role and lend her insights and expertise to the Scholarship and Education Committee and its work.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem

Jennifer E. McAlpine

jennifer.e.mcalpine@gmail.com

35 Washington Square

Salem, MA 01970

617-922-6529

Education

SUFFOLK UNIVERSITY – Boston, MA.

Master of Science in Criminal Justice. Alpha Phi Sigma National Criminal Justice Honor Society.

BOSTON COLLEGE – Chestnut Hill, MA

Bachelor of Arts in Political Science

Summary

Experience in data assessment and analysis in corporate banking, law, and education in both the non-profit and for profit sectors. Recent successes include involvement in all facets of advancement and development for annual fund and multi-year campaign which raised over \$18M. Helped with design, creation and execution of annual fund appeals as well as campaign materials. Involved with identifying and prospecting of new, lapsed, and renegaded donors. **Certified Raiser's Edge Fundamentals.**

Professional Experience

Director of Development

HILL for Literacy, Woburn, MA.

1/2017-Current

Responsible for all facets of HILL grant program including research, writing, and submission of private, state, and federal grants. Project manager and lead for execution of State and federal grants such as AIR, IES, MA DESE as the HILL partners with large universities in the application process. Working closely with the Operations Director to transition the HILL to a forward-thinking and sustainable organization by changing the scope of fundraising activities, stewarding new and lapsed donors, and seeking new funders. Successfully raised funds through grant proposals for integration of new HILL proprietary technology.

Development Associate

The Open Door, Gloucester, MA

8/2016-1/2017

Responsible for assisting with fund development for current and next fiscal years, grant writing, and special events. Includes identifying new grant opportunities, cultivating current and new relationships with grant sources, and developing and writing new grant proposals and reports. In charge of maintaining donor information, gift processing, and stewardship letters. Assist in researching, identifying, and cultivating donors. Lead several donor data analysis projects to aid in funding projections and fiscal year strategic plan.

Advancement Services Manager

St. John's Preparatory School, Danvers, MA

01/2014 – 7/2016

Manager of, and solely responsible for, ensuring accuracy and integrity of school's donor data management system (CRM), Raiser's Edge. Includes processing all donations in the form of cash, credit cards, letters of intent, and pledge payments. Generate any and all queries, reports, and metrics to support team of 12 advancement associates, including Chief Advancement Officer and Headmaster. Includes responding in a timely and accurate fashion to over

100 ad-hoc requests for data from my team. Developed and implemented policies to guide data entry to ensure team effectively captures constituent and donor information. Generate high-level, complex, and accurate financial and analytical reports. Ensuing reports presented to senior team members, Advancement Committee and Board of Trustees for financial oversight and approval. Led pledge processing, tracking, reporting and reconciliation for capital campaign which raised \$18M. My reports generated ultimately presented to CFO and bank lenders for sign off on building new wellness center. Manage donor stewardship and developed new donor acknowledgement letter process.

AVP; AML Manager

Bank of America, Boston, MA

04/2006 – 09/2009

Financial Intelligence Unit – Operational Controls Manager

Promoted to AVP and AML Manager and managed a team of 2 associates responsible for High Risk Customer surveillance. Responsible for creation, management, and analysis of documentary control processes for 17 AML monitoring & surveillance systems. This required knowledge pertinent to risk mitigation to determine failures in controls, writing thorough policies, procedures, and process maps. Led to overall FIU process efficiency and hailed as a best practice by senior executives and audit. Project Manager for AML Scenario validation routines to set current scenarios, thresholds, and rules for AML applications. Aided in design and development of the AML “SPIRIT” statistical High Risk Customer Surveillance Tool. This required me to be engaged in all aspects of project life cycle from Business Requirements, monitoring build phase, user testing, creation of policies and procedures, and ultimately signoff / implementation. Responsible for being central point of contact with business partners to facilitate High Risk Customer list generation, execution and issue escalation governance process. Prepare and present resulting information to senior executives of the bank as well as the OCC and internal and external auditors.

Officer; AML Analyst

Bank of America, Boston, MA

07/2005 – 04/2006

Financial Intelligence Unit – Investigative Analyst

Liaison officer on point for various criminal cases being worked by the Manhattan DAs office. Several high-profile international money laundering cases led to successful prosecutions. Conduct fraud-related investigations on new, high-risk clients, and review existing clients across multiple lines of business such as domestic, international, trust, investment, private wealth, consumer and business accounts and relationship to ensure that required enhanced due diligence protocols are performed in accordance with applicable bank and federal policies. Prepare Suspicious Activity Reports (SARs) where applicable by analyzing account activity and how data relates to the overall customer relationship. Writing skills and ability to assess activity for numerous types of accounts are imperative, as SARs are filed with the United States Financial Crimes Enforcement Network and represent the quality of Bank of America’s Anti-Money Laundering program.

Other Activities

Elected to Parent Advisory Board at St. Mary of the Annunciation School 2017-2018

Elected as Secretary of Parent Staff Association at St. Mary of the Annunciation School 2019-2020



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

April 11, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Erin Schaeffer of 22 Warren Street #1 to the Salem Historical Commission for a three-year term to expire April 11, 2022. Ms. Schaeffer will be filling a seat that is currently vacant.

Ms. Schaeffer served as a staff planner in our Department of Planning and Community Development from 2014 to 2018. She is currently the principal planner in the Land Use and Community Development Department in the Town of Danvers. Ms. Schaeffer holds a Bachelor's degree in Architectural Studies and Environmental Studies from Mount Holyoke College and a Master's in Regional Planning from the University of Massachusetts Amherst. She has extensive experience in land use, planning, and project management, and is very familiar with Salem's neighborhoods, ordinances, and current challenges. Ms. Schaeffer worked collaboratively with neighborhood associations and other stakeholders on many Salem projects, served as the projector coordinator for the 2015 Historic Preservation Plan Update, and managed over \$2 million in capital projects, including historic preservation projects funded by CPA grants.

I strongly recommend confirmation of Ms. Schaeffer's appointment. We are fortunate that she is willing to serve our community in this important role and lend her insights and expertise to the Salem Historical Commission and its work. Due to her work obligations in Danvers, Ms. Schaeffer is not available on the second and fourth Thursday evenings of the month; given this and the fact that she should be well known to you as she worked for the City for five years, I am asking that you suspend Rule 29A to allow for her confirmation vote to take place without her being present.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem

Erin Schaeffer
schae20e@mtholyoke.edu
(818) 321-5802

Education **University of Massachusetts, Amherst, Master of Regional Planning, May 2012**
Concentration: Environmental Planning and Policy

Mount Holyoke College, Bachelor of Arts, May 2009
Majors: Environmental Studies & Architectural Studies

Awards **Community Service Leadership Award, University of Massachusetts Amherst, Spring 2012**
Awarded for positive contributions in community engagement through direct service, activism, advocacy, public policy or work to create structural change

Thomas B. and Loraine K. LeNoir Scholarship Award, Spring 2011
Research award for the preservation and restoration of natural sites, which have been damaged by destruction or despoliation of the native landscape features

Skills Leadership; strategic thinking; project management; land use and zoning analysis; new business permitting assistance, grant writing and administration; municipal procurement; writing and public speaking; facilitating public meetings, workshops and events; proficient in Word, Excel, Outlook, Powerpoint

Experience **Principal Planner, Land Use and Community Services Department, Town of Danvers, MA (September 2018- present)**

- Supervise staff planner and administrative staff
- Provide leadership and support in long range planning initiatives
- Provide technical assistance to Conservation Commission and serve as conservation agent
- Interdisciplinary technical review assistance of private and municipal development projects
- Grant writing, research, and data analysis

Staff Planner, Department of Planning and Community Development, City of Salem, MA (August 2014- September 2018)

Land Use Planning Administration

- Provided technical assistance to Zoning Board of Appeals and Planning Board
- Reviewed applications and plans, wrote legal notices and decisions
- Collaboration on technical review assistance team for projects of varying scale and complexity

Research and Policy Development

- Collaborated with multidisciplinary teams including planners, architects, engineers, land use attorneys as well as other City departments for a wide variety of land use planning and policy initiatives (complete streets, housing, zoning, economic development initiatives)
- Wrote reports and prepared oral presentations for a range of audiences including City administration, City Council, Zoning Board of Appeals, interdepartmental round tables, and neighborhood group meetings
- Conducted research and developed zoning provisions for recreational marijuana establishments and provided assistance on provisions for in-law apartments and brewery and tasting room provisions
- Reviewed and analyzed amendments to the Salem Zoning Ordinance

Long-Range Planning

- Local project coordinator and grant manager for Historic Preservation Plan Update (2015)

Grant Writing and Project Management

- Grant writing, budget and contract management experience
- RFP, RFQ and contract writing experience
- Procurement and management of professional service providers for capital projects (architects, engineers, planners, conservators, contractors)
- Project management for Community Preservation Act and Capital Improvement Projects with over \$2 million managed

Management and Mentoring SILOT Interns

- Coordinated with Salem State GIS Department to bolster internship program
- Recruited, hired and managed seasonal Planning Department interns (2 seasons)
- Collaborated with planning staff to provide a meaningful experience for interns and staff
- Mentored students through internship and provided career development support
- Both interns finished their internships with external job offers

New England Plant Conservation Program Coordinator, New England Wild Flower Society, Framingham, MA (Nov. 2012- August 2014)

- Developed, coordinated and managed regional conservation programs
- Coordinated and provided technical support to federal, state and local agencies
- Wrote project proposals, grants, technical reports, and special use permit requests
- Managed 25+ volunteers and four summer interns

Assistant Planner (Teaching Assistant), University of Massachusetts, Amherst (Spring 2012)

- Collaborated with a team to provide a regional plan update for the Pioneer Valley Planning Commission and New England's Sustainable Knowledge Corridor Consortium
- Compiled, analyzed, and distilled complex ecological, social and economic data and served as a team expert on environmental justice policy and climate change
- Communicated across disciplines through public speaking and writing

Assistant Planner (Teaching Assistant), University of Massachusetts, Amherst (Fall 2011)

- Lead collaboration among architectural design team and regional planners
- Conducted research and analysis of land use and zoning regulations
- Planned and facilitated public charrette for main street redevelopment project
- Complied, edited and drafted final report for the town of South Hadley, MA

Research

Masters Thesis, Cultural Heritage and Sustainable Landscapes, UMASS (Spring 2012)

“Comparative Analysis of Maori of Aotearoa and James Bay Cree of Eeyou Istechee Cultural Heritage Values and Political Histories of Land Tenure Systems”

- Developed and conducted fieldwork to examine federal land policies, customary land tenure systems, and cultural heritage practices for sustainable resource management
- Built trust and fostered relationships with community members, worked with a network of partnerships to conduct research via participant observation

Activities

Chair, MA-APA Emerging Professional Executive Committee- 2017- 2018

Committee Member, MA-APA Emerging Professional Executive Committee –2015-2017

Rower, Mount Holyoke College Crew Team Fall 2005- Spring 2008

<https://www.linkedin.com/in/erin-schaeffer-94860927/>

Capital Project and Grant Management List Available Upon Request

References Available Upon Request



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

April 11, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am very pleased to have Rosa Ordaz to the Zoning Board of Appeals as an alternate member for a two-year term to expire April 11, 2021. Ms. Ordaz will take the seat previously filled by Mr. Jim Hacker, who has stepped down from the Board. I hope you will join me in thanking Mr. Hacker for his many years of service to the Board and our community.

Ms. Ordaz is currently the Residents Services and Community Engagement Manager for Harborlight Community Partners and is the co-founder and Associate Director of 70/30 Partners, an organization that helps agencies develop day support, employment opportunities, and workforce development programs for individuals with disabilities. Prior to this work, Ms. Ordaz held a variety of positions of increasing responsibility with Triangle Inc, ultimately leading to her appointment as the Director of Transition and Community Services for the organization. Ms. Ordaz earned her Bachelor's degree in sociology from the University of Nevada and her Master's degree in counseling from Loyola Marymount University. She is a Certified Occupancy Specialist by the federal Department of Housing and Urban Development and a member of both the Massachusetts Partnership for Transition to Employment and the Massachusetts Association of Community Development Corporations.

I strongly recommend confirmation of Ms. Ordaz to the Zoning Board of Appeals. We are fortunate that she is willing to serve our community in this important role and lend her insights and expertise to the Board and its work.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem

Rosa E. Ordaz

a: [13 Forest Avenue Salem, MA 01970] t: [310.701.0982] e: [rosaordaz@gmail.com]

Summary of Experience

Over seven years of non-profit experience, four years leading community and employment focused programs for people with disabilities. Proven ability to manage multiple programs across multiple sites and over \$3 million contracts. Hands-on leader dedicated to developing dynamic, high performing teams.

Experience

Harborlight Community Partners- Beverly, MA

[November 2018 –Present]

Resident Services & Community Engagement Manager

- Strengthen the organization by building and managing key relationships with state and local legislators, housing organizations, local communities, and current service providers
- Evaluate and strengthen residential services within all properties and partnering providers, including but not limited to third party providers like Element Care, Senior Care, Associated Home Care, Lifebridge, North Shore Association of Realtors, United Way, and the North Shore YMCA
- Support local priorities and advocacy, influences policy, and manage projects related to the improving quality of life for HCP residents through ongoing outreach, resident leadership development, and establishing administrative operations
- Create new wealth and asset building program in partnership with the United Way; design, implement, and evaluate a new financial coaching and IDA matched savings program
- Strongly advocate for and advance supports for people with disabilities, homeless populations, senior populations, and other vulnerable groups served by the organization
- Monitor and support the evaluation of community engagement efforts, including accurate data management, and leveraging data analysis to inform future processes, policies and procedures
- Work closely with the Director of Real Estate Development and property management team to support and understand real estate development, project applications, and funding streams
- Positively influences the culture and vision of the organization as a member of the Senior Leadership Team
- Report to and collaborates closely with the Executive Director to strengthen the organization's positive reputation as a leading Community Development Corporation in the North Shore area

70/30 Partners- Salem, MA

[November 2018 –Present]

Co-Founder & Associate Director

- Collaborate with state funded agencies to design and implement Community Based Day Supports, Employment Supports, Supported Employment, and credential-based workforce development programs for 14-60+ year old people with disabilities
- Contribute to the financial growth of the organization through securement of contracts for services
- Write and submit RFR's, LOI's, and other funding related applications on behalf of partner agencies
- Identify and secure employer partners to drive hiring initiatives for people with disabilities
- Establish and manage operational systems to track state dollars, rosters, budgets, grant proposals, etc.
- In collaboration with the Executive Director, set the vision for the organization and establish organizational policies and procedures that ensure the fulfillment of that vision
- Serve as a primary spokesperson for the organization
- Serve as a Board Member for the organization and influence programmatic and fiscal decisions

Triangle, Inc.- Malden, MA

[Jan. 2014 –October 2018]

Director of Transition & Community Services

[April 2017- October 2018]

- Oversaw seven Community Based Day Supports (CBDS)/Employment programs serving over 125 individuals with disabilities across four locations in Salem, Malden, and Randolph
- Managed \$3 million in Department of Developmental Services contracts, contributing to the financial growth of the organization through the implementation, utilization, and negotiation of those contracts
- Achieved and maintained a 14% margin in FY18 and a 15% margin in FY17
- Secured and implemented over \$300,000 in high school contracts in the north and south shore areas of the Commonwealth
- Led 5 teams across 7 programs, contributing to over 400 job placements agency wide in FY18
- Directly supervised 6 site managers, indirectly supervised a team of 30
- Positively shaped the culture and future of Triangle as a member of the Senior Team

- Partnered with 7 DDS area offices, 7 public high schools, over 20 organizations, and numerous employers in the Malden and south shore areas to provide an array of community based day and employment services
- Identified and supported teams in securing inclusive supported and competitive employment opportunities in our communities for people with disabilities
- Collaborated closely with Chief Program Officer and Workforce Development department to implement supported employment contracts across all programs
- Increased referrals to Triangle, Inc.'s day programs by 20%

Assistant Director of Transition & Community Services

[July 2016 – April 2017]

- Following the closure of Triangle, Inc.'s sheltered workshop, successfully converted Triangle, Inc.'s largely adult programs into community and employment focused programs, averaging 60% of programming time spent in the community
- Led day services to agency records of 322 job placements in FY17 and 234 placements in FY16
- In addition to Transition Services in Malden, oversaw Transition Services in Randolph and 3 former sheltered workshop adult programs in Malden
- Assisted with the creation of 3 budgets, managing over \$2 million in DDS, MRC, and high school contracts
- Co-led the generation of a 15% margin for FY17 and FY16
- Co-led the organization to score of 93% for CBDS and Employment Services in 2016 in QUEST audit, securing two year licensure
- Co-led the opening of Triangle, Inc.'s fourth program location, and second in Malden

Program Manager, Transition Services

[Sept. 2015 – Sept. 2016]

- One of two key collaborators in the writing and securing of a 5 year grant for Pre-employment Transition Services (Pre-ETS), funded by MRC; the grant grew from \$70k to \$350k in two years, expanding Triangle, Inc.'s presence and services in the South Shore area
- Led Transition Services to 100% employment placements for clients referred by the Massachusetts Rehabilitation Commission in competitive, paid jobs in the community
- Designed Triangle, Inc.'s first blueprint for 100% community based programs in FY16; by FY17, had two programs launch and operate in hybrid locations
- Designed community-based, employment focused services for young adults 16-26 years old
- Led Transition Services to place the highest number of clients funded by the Department of Developmental Services in all of Triangle, Inc.'s programs, contributing to the expansion of state contracts

Employment Specialist

[Jan. 2014 - Sept. 2015]

- Directly contributed to Transition Services to record 30 competitive jobs in FY15, and Triangle, Inc. to record employment placements
- Secured competitive community-based employment for young adults with disabilities while developing job-readiness skills in a classroom environment.
- Consistently connected with community employers to create internship and employment opportunities; supervised students during community internships and provided one-on-one job coaching as needed in a variety of sectors including retail, hospitality, and restaurant settings.
- Worked alongside school administrators and Triangle, Inc. management to create and ensure completion of IEP and ISP goals
- Led and designed year long job-readiness program for postgraduates with disabilities at local high school, focusing on personal and professional growth.

rosa ordaz consulting

[March 2012-Nov. 2013]

- Secured over \$150,000 in grant funding. Researched, wrote, and submitted grant proposals; tracked and met all aspects of grants and reporting requirements
- Developed and maintained relationships with new and existing grant funders, including private organizations, foundations, and corporations
- Designed and developed new programming aligned with organizational mission, along with program outcomes and evaluation methods
- Provided consulting in social media outreach, event planning, grant writing, program design and development, and writing/editing of organization materials and web content
- Evaluated and developed organization print material, blogs, and social media content, and published online

Loyola Marymount University

[April 2010-Feb. 2012]

Administrative Assistant IV

- Provided academic support to undergraduate and graduate students in Bilingual Education

- Oversaw student applications for department and processed various academic forms
- Conducted research, gathered data, and reviewed and edited faculty work for publication
- Edited and monitored grant proposals and oversaw submission process
- Managed five budget accounts including three grant accounts, with additional federal grants throughout the year for the Center for Equity for English Learners (CEEL); tracked all expenditures, revenue, prepared invoices, processed purchase orders and contract service agreements
- Coordinated all aspects for events ranging from 10 to 200 people
- Maintained website including but not limited to: creating child pages, opening, tracking, and closing of registration (surveys), adding content, and troubleshooting links and videos
- Hired and supervised eight student workers
- Maintained calendars, set appointments, meetings, and emails on behalf of Department Chair and 6 faculty

Loyola Marymount University

[March 2009-April 2010]

Graduate Assistant

- Supported the Department Chair and seven Professors
- Researched various education topics and compiled anecdotal and statistical data for faculty-published work
- Created and edited various documents to satisfy accreditation (NCATE) requirements for the University

Education & Professional Associations

Loyola Marymount University

Master of Arts, Counseling

University of Nevada Las Vegas

Bachelor of Arts in Sociology with a minor in Criminal Justice,

Presenter, 70/30 Partners: Credentials to Careers | March 19, 2019 | <https://thearcofmass.org/event/webinar-credentials-to-careers/>

Presenter, Triangle, Inc.: Strategies for Change: Supporting Individuals Seeking Competitive, Integrated Employment and Community Engagement | May 31, 2017 | <http://www.selnhub.org/ri>

Presenter, Triangle, Inc.: Triangle, Inc. 47th Annual Awards Ceremony and Fundraiser | May 2, 2018

Member, Massachusetts Partnership for Transition to Employment | 2017-2022

Member, Association of Developmental Disabilities Provider, Day Services Committee | 2017-2018

Member, MACDC Suburban Caucus | December 2018- Present

Certified Occupancy Specialist: Certified February 2019



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

April 25, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Mr. Patrick Shea, of 31 Highland Street, to the Zoning Board of Appeals for a term of 3 years to expire 5/1/2022.

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

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

April 25, 2019

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Pursuant to M.G.L. Chapter 32 § 20(4)(b) I am pleased to re-appoint Robert T. Lutts of 92 Orne Street, Salem, to the Salem Contributory Retirement Board as the Fifth Member of the Board, for a three-year term to expire April 25, 2022.

I strongly recommend confirmation of Mr. Lutts' re-appointment. We are fortunate that he is willing to continue serving the retirement system's active and retired members in this important role and lend his considerable expertise to the Board and its work.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem

CC: Paul Findlen, Executive Director, Salem Contributory Retirement System



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

March 25, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint John W. Ray III of 8 Amanda Way Salem, MA 01970 to serve as a Constable in the City of Salem for a term to expire April 1, 2022.

Very truly yours,

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

Kimberley Driscoll
Mayor



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

April 25, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint Brian Davis of 21 Oakhurst Avenue, Ipswich, MA 01938 to serve as a Constable in the City of Salem for a term to expire February 23, 2022.

Very truly yours,

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

Kimberley Driscoll
Mayor



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

April 25, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint Mark L. Finer of 8 MacArthur Blvd Danvers, MA 01923 to serve as a Constable in the City of Salem for a term to expire March 8, 2022.

Very truly yours,

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

Kimberley Driscoll
Mayor



CITY OF SALEM

In City Council,

April 25, 2019

Ordered:

That the sum of Twenty-Thousand Dollars (\$20,000.00) is hereby transferred as listed below in accordance with the recommendation of Her Honor the Mayor.

Transfer From	Account	Transfer To	Account	Amount
Unemployment	19131-5173	HR Office Supplies	11522-5421	50.00
Unemployment	19131-5173	HR Contr Serv	11522-5320	3,000.00
Unemployment	19131-5173	HR Advertising	11522-5306	200.00
Unemployment	19131-5173	HR Purchase of Serv	11522-5300	750.00
Unemployment	19131-5173	Workers Comp	11522-5300	16,000.00
Total				20,000.00



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

April 25, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentleman of the Council:


Enclosed herewith is a request for a transfer of Twenty Thousand Dollars (\$20,000.00) from the "Unemployment Line" in the Human Resources Budget.

Transfer From	Account	Transfer To	Account	Amount
Unemployment	19131-5173	HR Office Supplies	11522-5421	50.00
Unemployment	19131-5173	HR Contr Serv	11522-5320	3,000.00
Unemployment	19131-5173	HR Advertising	11522-5306	200.00
Unemployment	19131-5713	HR Purchase of Serv	11522-5300	750.00
Unemployment	19131-5713	Workers Comp	11522-5300	6,000.00
		TOTAL:		<u>20,000.00</u>

This transfer is requested to cover the cost of office supplies, employer provided uniforms, advertisements, Workers Compensation Salaries and to cover the cost of preplacement physicals and random drug testing through the end of the Fiscal Year.

I recommend passage of the accompanying Order.

Very truly yours,


Kimberley Driscoll
Mayor



KIMBERLEY DRISCOLL
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM, MASSACHUSETTS

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

April 4, 2019

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

Dear Mayor Driscoll:

I am respectfully requesting the amount of \$20,000.00 be transferred from the Unemployment Line in the Human Resources Budget to other lines within the Human Resources Budget. Specifically, I am requesting this \$20,000.00 transfer to disperse as follows:

- 1) \$16,000.00 to Workers' Compensation Salaries
To cover workers' compensation salaries through the end of this fiscal year.
- 2) \$750.00 to Purchase of Services
To cover the cost of pre-placement physicals and random drug testing through the end of this fiscal year.
- 3) \$200.00 to Advertising
To cover the cost of employment ads through the end of this fiscal year.
- 4) \$3000.00 to Contracted Services
To cover the cost of City-supplied uniforms through the end of this fiscal year.
- 5) \$50.00 to Office Supplies
To cover the cost of office supplies through the end of this fiscal year.

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

Very truly yours,

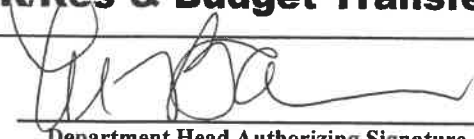
A handwritten signature in black ink, appearing to read "Lisa B. Cammarata", written over a horizontal line.

Lisa B. Cammarata

cc: Finance Department

CITY OF SALEM – Finance Department

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

From: Human Resources Department  Department Head Authorizing Signature 4/4/19 Date

Budget or R/Res Budget Amt: \$1,000
Transfers To: 11522-5421 Desc: Office Supplies Balance: \$155.19
(Org/Object)
 From: 19131-5173 Desc: Unemployment Budget Amt: \$350,000
 Balance: \$141,482.59
(*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____ Date: _____

Free Cash or To: _____ Desc: _____ Budget Amt: _____
Retained Earnings (W/S) (Org/Object) Balance: _____
Raise & Appropriate
 Please circle one

Amount Requested: \$ 50.00

Reason (Be Specific)
To lower the cost of office supplies
through the end of the fiscal year

For Finance Department and Mayor's Use Only:

_____ Budget Transfer _____ Mayor Approval _____ City Council Approval

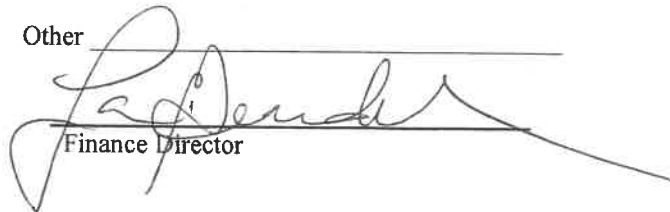
_____ Free Cash Appropriation – City Council Approval – Gen Fund \$ _____
Free Cash Balance

_____ R/E Appropriation – Water \$ _____ R/E Appropriation Sewer \$ _____
R/E Balance R/E Balance

_____ Receipts Reserve – City Council Approval \$ _____
R/Res Fund Balance

_____ Raise & Appropriate _____ Other

Recommendation: _____ Approved _____ Denied


 Finance Director

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

CITY OF SALEM – Finance Department

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

From: Human Resources
Department


Department Head Authorizing Signature

4/14/19
Date

Budget or R/Res Budget Amt: \$16,200
Transfers To: 11522 - 5320 Desc: Contracted Services Balance: 5,908.57
(Org/Object)
 From: 19131 - 5173 Desc: Unemployment Budget Amt: \$350,000
 Balance: \$141,482.59
(*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____ Date: _____

Free Cash or To: _____ Desc: _____ Budget Amt: _____
Retained Earnings (W/S) (Org/Object) Balance: _____
Raise & Appropriate
Please circle one

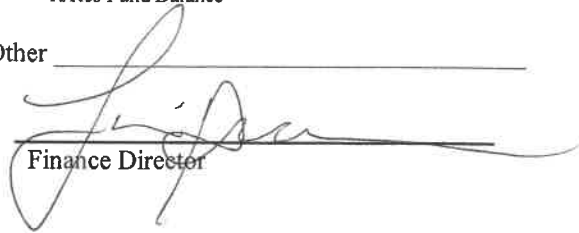
Amount Requested: \$ 3,000.00

Reason (Be Specific) To cover the cost of employer provided uniforms through the end of the FY

For Finance Department and Mayor's Use Only:

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

Recommendation: Approved Denied



 Finance Director

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

CITY OF SALEM - Finance Department

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

From: Human Resources
Department


 Department Head Authorizing Signature

4/4/19
Date

Budget or R/Res
Transfers To : 11522-5306 Desc: Advertising Budget Amt: \$500
 (Org/Object) Balance: \$20

From : 19131-5173 Desc: Unemployment Budget Amt: \$350,000
 Balance: \$141,482.59
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

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

Free Cash or To : _____ Desc: _____ Budget Amt: _____
 Balance: _____

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

Raise & Appropriate
 Please circle one

Amount Requested: \$ 200.00

Reason (Be Specific)
To cover the cost of advertising employment advertisements through the end of the FY

For Finance Department and Mayor's Use Only:

Budget Transfer Mayor Approval City Council Approval

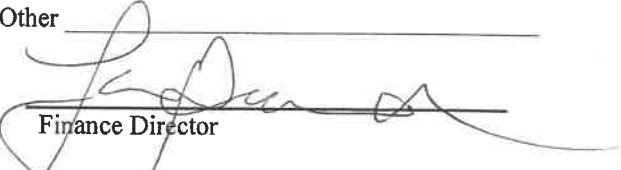
Free Cash Appropriation - City Council Approval - Gen Fund \$ _____
 Free Cash Balance

R/E Appropriation - Water \$ _____ R/E Balance R/E Appropriation - Sewer \$ _____
 R/E Balance R/E Balance

Receipts Reserve - City Council Approval \$ _____
 R/Res Fund Balance

Raise & Appropriate Other _____

Recommendation: Approved Denied


 Finance Director

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

CITY OF SALEM - Finance Department

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

From: Human Resources
Department


 Department Head Authorizing Signature

Date: 4/4/19

Budget or R/Res

Transfers To: 11522-5300
(Org/Object)

Desc: Purchase of Services

Budget Amt: \$6,550
 Balance: \$1,230.50

From: 19131-5173

Desc: Unemployment

Budget Amt: \$350,000
 Balance: \$141,482.59

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

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

Free Cash or To: _____
Retained Earnings (W/S) (Org/Object)

Desc: _____

Budget Amt: _____
 Balance: _____

Raise & Appropriate
 Please circle one

Amount Requested: \$ 750.00

Reason (Be Specific) To cover the cost of pre placement physicals and random drug testing thru the end of FY -

For Finance Department and Mayor's Use Only:

Budget Transfer Mayor Approval City Council Approval


Free Cash Appropriation - City Council Approval - Gen Fund \$ _____
Free Cash Balance

R/E Appropriation - Water \$ _____ R/E Appropriation - Sewer \$ _____
R/E Balance R/E Balance

Receipts Reserve - City Council Approval \$ _____
R/Res Fund Balance

Raise & Appropriate Other _____

Recommendation: Approved Denied


 Finance Director

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

CITY OF SALEM - Finance Department

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

From: Human Resources Department [Signature] Department Head Authorizing Signature 4/4/19 Date

Budget or R/Res Budget Amt: \$130,000
Transfers To: 19121-5111 (Org/Object) Desc: Workers Comp Salaries Full Time Balance: \$23,362.56
 From: 19131-5173 (Org/Object) Desc: Unemployment Balance: \$350,000
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____ Date: _____

Free Cash or To: _____ Desc: _____ Budget Amt: _____
Retained Earnings (W/S) (Org/Object) Balance: _____
Raise & Appropriate
 Please circle one

Amount Requested: \$ 16,000.00

Reason (Be Specific)
To cover the cost of WC salaries through the end of the fiscal year

For Finance Department and Mayor's Use Only:

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

Recommendation: Approved Denied

[Signature]
 Finance Director

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



CITY OF SALEM

In City Council, April 25, 2019

Ordered:

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

April 25, 2019

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

Ladies and Gentlemen of the Council:

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

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

Thank you for your consideration.

Very truly yours,

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

Kimberley Driscoll
Mayor

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

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

By: _____
Name: Kimberley Driscoll
Its: Mayor, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

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

Notary Public
My Commission Expires:

VOTE OF SALEM CITY COUNCIL

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

By: _____
Name: Ilene Simons
Its: City Clerk, duly authorized

COMMONWEALTH OF MASSACHUSETTS

~~Essex County, ss:~~

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

Notary Public
My Commission Expires:

GRANTOR: 15 Ward Street, LLC

GRANTEE: City of Salem, MA

PREMISES: 15 Ward Street, Salem, MA

FOR GRANTOR'S TITLE SEE: Southern Essex District Registry of Deeds Book 32809 Page 284

CONSERVATION RESTRICTION

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

I. PURPOSES:

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

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

The conservation values include the following:

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

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

A. Prohibited Acts and Uses

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

- (1) Constructing, placing or allowing to remain any temporary or permanent building, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna, tower, solar panel, solar array, or other temporary or permanent structure or facility on, above or under the Premises;

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

B. Reserved Rights and Exceptions

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

- (1) Community Park Uses. The construction, installation, maintenance, renewal and use of a community park, provided that any construction receives prior approval of the Grantee, and further provided that motorized uses shall not be permitted, except as necessary in connection with the construction, installation, maintenance, and renewal of the community park features and related infrastructure as described herein. For the purposes of this paragraph, allowable elements associated with a "community park" shall include recreational courts or fields, playground structures, community gardens, farmers' markets, tree and other vegetation plantings, and other improvements commonly associated with community parks, including, but not limited to benches and seating, trash receptacles, and water fountains, but shall not include buildings or other significant structures. Allowable uses shall include, without limitation, the use of the elements listed above for open space and recreational purposes as well as activities commonly associated with community parks;

- (2) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (6) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values.
- (7) Outdoor Passive Recreational Activities. Bird-watching, basketball, and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (8) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (9) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

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

shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

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

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

B. Non-Waiver.

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

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

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

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

V. EXTINGUISHMENT

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

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

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

VI. DURATION & ASSIGNABILITY

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

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

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

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

VII. SUBSEQUENT TRANSFERS

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

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

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

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

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may jointly amend this Restriction; provided that no amendment shall be allowed that will affect the qualification of this Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. NOTICES

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

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

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

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

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

XIII. GENERAL PROVISIONS

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

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

of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

XIV. MISCELLANEOUS

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

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

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

Signature pages:

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

Exhibits:

Exhibit A: Legal Description of Premises
Exhibit B: Sketch Plan of Premises
Exhibit C: City Council Vote authorizing use of CPA funds

WITNESS my hand and seal this 1st day of April, 2019,

[Handwritten signature]

By: _____
Mickey Northcutt
Manager 15 Ward Street LLC

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 1st day of April, 2019, before me, the undersigned notary public, personally appeared MICKEY NORTHCUTT, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Handwritten signature]


Notary Public
My Commission Expires: June 4, 2021




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


We, the undersigned, being a majority of the Conservation Commission of the City of Salem, Massachusetts, hereby certify that at a public meeting duly held on April 11, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from 15 Ward Street, LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C and do hereby accept the foregoing Conservation Restriction.

CITY OF SALEM CONSERVATION COMMISSION:


Bart Hoskins


Tom Campbell

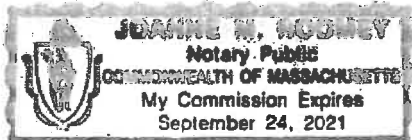

Scott Sheehan

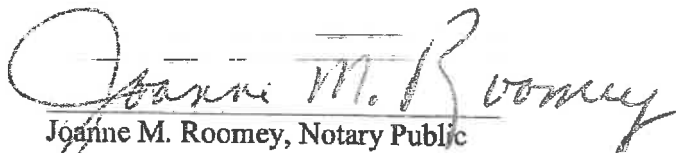

Dan Ricciarelli

COMMONWEALTH OF MASSACHUSETTS

ESSEX COUNTY, SS:

On this 11th day of April, 2019, before me, the undersigned notary public, personally appeared: Bart Hoskins, Scott Sheehan, Tom Campbell and Dan Ricciarelli and proved to me through satisfactory evidence of identification which were MA Drivers Licenses, to be the persons whose names are signed above, and acknowledged to me that they signed it voluntarily for its stated purpose.




Joanne M. Roomey, Notary Public
My Commission Expires: 9/24/21

15 Ward Street, Salem, MA 01970

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

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

By: _____
Name: Kimberley Driscoll
Its: Mayor, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

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

Notary Public
My Commission Expires:

VOTE OF SALEM CITY COUNCIL

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

By: _____
Name: Ilene Simons
Its: City Clerk, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

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

Notary Public
My Commission Expires:

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

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

Dated: _____, 2019

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

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

Notary Public
My Commission Expires:

EXHIBIT A

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

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

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

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

Premises address: 15 Ward Street, Salem, MA

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

EXHIBIT C

See following page

City of Salem, Massachusetts
Office of the City Clerk

Ilene Simons
City Clerk



Room 1
City Hall

March 28, 2019

Ms. Jane Guy
Assistant Community Development Director
City of Salem
Department of Planning & Community Development
98 Washington Street
Salem, MA 01970

RE: 15 Ward Street Pocket Park

Dear Ms. Guy:

At a regular meeting of the City Council held on June 26, 2014, the City Council adopted the recommendation from the Community Preservation Committee and voted unanimously to authorize the use of \$40,000 in Community Preservation Act funds for the purpose of constructing a park on the premises of 15 Ward Street by 15 Ward Street, LLC.

This action was approved by the Mayor on July 1, 2014.

Very truly yours,

A handwritten signature in cursive script that reads "Ilene Simons".

ILENE SIMONS
CITY CLERK



CITY OF SALEM

In City Council, April 25, 2019

Ordered:

That the City Council hereby approves and accepts the Preservation Restriction Agreement for the preservation of the historic resource at 211 Bridge Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

April 25, 2019

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

Ladies and Gentlemen of the Council:

Enclosed herewith is an Order to approve and accept the Preservation Restriction Agreement for the preservation of the historic resource at 211 Bridge Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

The Bridge at 211 was awarded \$121,277.50 in CPA funds by the City Council in FY18 for window restoration. The award is conditional that the Bridge at 211 grant and convey an irrevocable Preservation Restriction that will assure that the architectural, historic, and cultural features of the exterior of the building will be retained and maintained in perpetuity.

Thank you for your consideration.

Very truly yours,

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

Kimberley Driscoll
Mayor

PRESERVATION RESTRICTION AGREEMENT

between

**211 BRIDGE STREET CORPORATION
D/B/A THE BRIDGE AT 211**

and the

CITY OF SALEM, MASSACHUSETTS

BY AND THROUGH THE SALEM HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this 21st day of March, 2019 by and between 211 BRIDGE STREET CORPORATION, D/B/A THE BRIDGE AT 211, located at 211 Bridge Street, Salem, Massachusetts ("Grantor") and the CITY OF SALEM ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the SALEM HISTORICAL COMMISSION, located at 98 Washington Street, Salem, Massachusetts, 01970 ("Commission"),

WHEREAS, the Grantor is the owner of certain real property (hereinafter referred to as "the Property") with improvements thereon known as both the The Bridge at 211 and the former First Universalist Church (hereinafter referred to as "the Building"), located at 211 Bridge Street, Salem, Massachusetts, more particularly described in a deed dated July 17, 2015 from The First Universalist Society of Salem, f/k/a New Universalist Society in Salem to the 211 Bridge Street Corporation and recorded in Essex South Registry of Deeds in Book 35535, Page 304. A copy of the description of the Property is attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, the Building is described as follows, and also depicted in a set of fifteen (15) photographic images taken in December, 2018, referenced by number in the following text, with copies of said images attached hereto and incorporated herein by reference as Exhibit C:

The First Universalist Church is one of two Federal period churches remaining in Salem. According to architectural historian Bryant F. Tolles, it is one of the "most outstanding Federal-era ecclesiastical structures surviving in Essex County". When it was originally constructed in 1808-09, the church was built on a steep slope on the bank of the North River, which once flowed directly behind the church.

The church building has been remodeled several times over its history. In 1826 and 1839, the basement was enlarged and finished. In 1842, the gallery was remodeled and in 1855, the old square pews were replaced. In 1877-78, Salem architect William Devereaux Dennis (1847-1913) oversaw the remodeling of the interior sanctuary and the "Victorianization" of the building's exterior with a new patterned pyramidal tower roof, triple-arched tower windows, trapezoidal window and door lintels, and expanded pavilion wings. In 1889, Dennis designed a new brick chapel that was constructed at the southeast corner of the main church building. In 1924, the Boston office of architect R. Clipston Sturgis restored the building to its Federal era style. This project included sandblasting the exterior brick, removal of the Victorian details including the tower cap, installation of Federal style windows and doors, and remodeling of the interior.

The two-story church was built on a typical Federal meetinghouse plan. The building is constructed of red brick laid in a Flemish bond pattern with a granite foundation and slate shingled gable roofs. Today, the Church is located in a densely settled much-altered block on the northern edge of downtown Salem. The church building is sited at the northwest corner of its lot with its primary façade facing south onto a brick pedestrian plaza. The rear elevation (north) abuts Bridge Street, while the west elevation sits directly on the sidewalk of what was once Rust

Street. Windows are true-divided single-glazed wood sash in configurations of 8/12, 8/16 and 12/12.

Façade/South elevation

The Church building's projecting five-bay façade supports a square tower at its center, which intersects the ridge of the gabled roof behind. A brownstone sill course marks the second story of the façade and a molded brick course encircles the tower, but neither appear on the main mass of the building, which is plain except for ornamentation at the cornice. The sill course on the second story runs directly beneath second story windows (Photo 1). At the building's base, broad granite steps lead to three doorways symmetrically placed on the façade. The center entry is recessed in a round arch with molded brick and keystone; the secondary side entries, also recessed, are segmentally arched. The ends bays are marked with rectangular windows with 12/12 sash. The main entrance door has a semicircular fanlight. The side entrance doors are topped with single lite transom windows. The second story features a Palladian window set in blind arch with keystone, which is centered in the tower above the entry. Rectangular windows are symmetrically spaced in the outside bays and feature arched openings with molded brick and 12/12 sash. Above is a denticulated cornice that follows the gabled roofline (Photos 2). The upper story of the tower features a centered rectangular panel with an incised date of "1808" on the façade (Photo 3). Large arched openings with keystones are centered on each elevation of the tower with louvers filling each opening. The tower is capped by a denticulated cornice (Photo 4). A brick chimney is set off-center in the tower.

West elevation

The west elevation is six bays deep with symmetrically spaced windows aligned on the first and second stories (Photo 5). Basement windows are positioned slightly off center from windows above and may be later additions as window sills are located at or slightly above grade level. Moving south to north, a shallow granite foundation extends across the first bay and terminates at the southern edge of the basement window in the second bay. The basement window in the first bay interrupts the foundation and its bottom trim is partially covered by the concrete sidewalk. Basement windows feature 12-lite fixed sash. First story windows feature painted sills with no lintels. Sash are 8/12. Second story windows have splayed brownstone lintels and painted sills that appear to be brownstone. Window sash on this story are 8/16. Cornice has molded brick with dentil trim. A copper gutter extends the full elevation and is serviced by four copper downspouts – one at each corner with others flanking middle three bays.

North elevation

Bricks on the north elevation wall are laid in an American bond pattern with seven courses of stretchers between each course of headers. This elevation is the most altered, with evidence of infilled windows still apparent through changes in brick and mortar coloration. This elevation presents no discernable bay configuration and follows the slope of Bridge Street which descends west to east. The basement story features a simple entry with paneled doors located at grade. The entry is accessed by a short path protected by a low concrete retaining topped by a horizontal pipe railing. East of the entrance is a 4/12 window; while a double window with 4/4 sashes is located to the west (Photo 6). The first story of this elevation has a single window located near the west corner of the elevation. This window is 8/12 with painted wood sill. On the second story, one window is located near west corner positioned above first story window. This window has a splayed brownstone lintel and painted sill. Sash is 8/16. A similar window is located on this story near the east corner of the elevation. Slightly off-center is an infilled large arched opening with a row of brick soldier course above arch. The brick infill is slightly inset from the wall plane.

East elevation

Bricks on this elevation are also laid in an American bond pattern with seven courses of stretchers between each course of headers. On the first story is a recessed entry with a metal staircase that accesses the adjacent paved parking area. This entry may be a later addition as shadows in the brick on either side indicate that there may have been a series of window openings on this story. On the basement level, changes in bricks patterns provide clear visual evidence of original

window openings below the entry and at the northeast corner of the elevation. The second story of this elevation features four symmetrically spaced windows with 8/16 sash. These windows have brick sills and no lintels. A brick denticulated cornice and copper gutter complete the elevation. Two copper downspouts are located at the northeast corner and at the northern edge of the third bay (Photo 7).

Chapel Addition (1889)

The Chapel addition is a hipped-roof red-brick structure with a square footprint that is connected to the southwest corner of the main church building by a flat-roofed one-bay deep, two-story ell. Brick on the Chapel are laid in a variation of the Common bond with seven courses of stretchers between a course of alternating headers and stretchers. The Panel Brick style of the Chapel together with its late 19th century red brick and tinted mortar visually differentiates the addition from the main church building. The Chapel's location at the corner also limits its visual impacts on the façade of the main church (Photo 1). The Chapel features a granite foundation and slate shingled roof. Fenestration on the Chapel features elongated windows on the second story with 2/2 sash and semi-circular stained glass transoms. The Chapel's two-story ell, which features the main entrance, sits at a right angle to the main building creating an L-shape. The Church's granite entry stairs extend to the ell where they turn at a right angle and are finished with a dressed granite block. The Church's granite watertable continues around the ell and the second story brownstone string course continues onto the façade of the ell. (Photo 8) The denticulated cornice of the main church is also replicated on the ell. A granite cornerstone is inscribed with the Chapel's "1889" construction date (Photo 9).

Facade/west

The ell's two-bay façade is oriented west. The first story features a large entry with double paneled doors capped by an arched brick molding above a single-lite semi-circular transom. An arched window with 2/2 sash is capped by a round arched brick molding with a brick sill. Segmental arched windows on the second story features 2/2 sash and are capped by segmental arched brick hood molding (Photo 8). The southern elevation of this section features a 2/2 rectangular window flush with the watertable and a two-story segmental arched stained glass window that bisects the first and second stories (Photo 10). Both windows are capped by brick hood moldings. The main Chapel rises an additional half story above the ell. The Chapel's west wall, which is visible above the ell, is clad in slate shingles with a modified simple cornice (Photo 10).

South elevation

The three-bay south elevation, which is partially obscured by the house at 1 Ash Street, features a deep Panel Brick corbelled cornice. Fenestration on this elevation features a pair of rectangular 4/4 windows on the first story and symmetrically-spaced single 2/2 windows with semi-circular transoms on the second story. Brick hood moldings and rusticated brownstone sills complete the windows. Three granite steps are located next to the foundation on this elevation (Photo 11).

East elevation

The Chapel's east elevation is four bays wide with a single entry located at the southeast corner of the wall (Photo 12). The entry features paired paneled doors set below a segmental arched transom. First story windows include single 2/2 rectangular windows on the outside bays and paired 2/2 windows in the two center bays. Windows are capped by flat brick hood moldings with rusticated brownstone sills. Second story windows replicate the first story pattern of single and paired windows but feature half-round transoms above. Half-round brick hood moldings and rusticated brownstone trim complete the windows. A second-story decorative brick string course sits directly below second story windows (Photo 13).

North elevation

The four-bay north elevation features segmental arched basement openings with 6-light rectangular windows. (Photo 14) An additional opening for an access door to the basement is located at the northeast corner. First story fenestration includes single windows in three bays with

paired windows in the fourth (NW) bay. Basement windows in the fourth bay replicates this pattern. Second story windows are single in each bay and continue the pattern of elongated 2/2 rectangular sash with semi-circular stained glass transoms. Brick hood molding and rusticated brownstone trim complete each window. A simple brick chimney (which may be a later addition) rises slightly off-center on this elevation. The north elevation of the two-story ell features single openings on each story. The upper portion of the first story opening has been partially infilled with plywood with a smaller 2/2 window filling the remainder. The second story opening features a segmental-arched opening with rectangular 2/2 sash.

WHEREAS, due to its historical and architectural significance, the Building and the Property were accepted for inclusion in the National and State Registers of Historic Places on October 18, 1983.

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building is documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibit A, B and C, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibits A, B and C) shall consist of the following:

Exhibit A. Legal Property Description

Exhibit B. Assessors' Parcel Map

Exhibit C. Fifteen (15) Baseline Photographs Dated December 2018; and

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project by the City Council, the sum of Sixty-Seven Thousand, Six Hundred and Forty-Seven Dollars and Ninety-Seven Cents (\$67,647.97) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration of the windows of the Building; and

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Salem and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in its current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of a minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit D and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.

4.1. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

4.2. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;

- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit D), which are attached to this Agreement and hereby incorporated by reference:

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building and Property; and
 - (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship ~~from that existing prior to the maintenance and repair without the~~ prior approval of the Commission in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 and two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within sixty (60) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as

the request sets forth the provisions of this section relating to deemed approval after the passage of time provided that nothing herein shall be construed to permit Grantor from undertaking any of the activities prohibited hereunder.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's or equivalent rating agency for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include

change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: 211 Bridge Street Corporation
d/b/a The Bridge at 211
211 Bridge Street
Salem, MA 01970

Grantee: Salem Historical Commission
c/o City of Salem
Department of Planning & Community Development
98 Washington Street
Salem, MA 01970

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction,

including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Salem, and the Salem Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Salem and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Salem and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 21 day of March, 2019.
By:

GRANTOR:
211 Bridge Street Corporation

Mark Stevens
Mark Stevens
President
and Co-chair, Board of Directors

Dale E. Yale
Dale E. Yale
Secretary
and Co-chair, Board of Directors

Stephen Benevento
Stephen Benevento
Treasurer

RECEIVED

MAR 26 2019

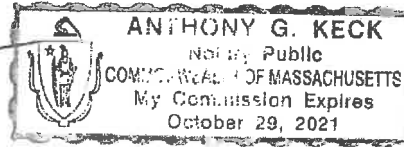
COMMONWEALTH OF MASSACHUSETTS

DEPT. OF PLANNING
COMMUNITY DEVELOPMENT

Essex,ss.

On this 21 day of MARCH, 2019, before me, the undersigned notary public, personally appeared Dale E. Yale, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

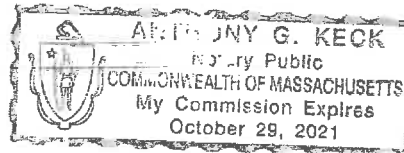
Anthony G. Keck
Notary Public
My Commission Expires:



Essex,ss.

On this 21 day of MARCH, 2019, before me, the undersigned notary public, personally appeared Mark Stevens, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

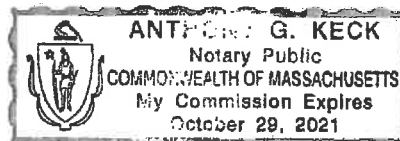
Anthony G. Keck
Notary Public
My Commission Expires:



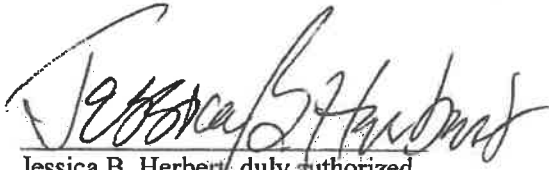
Essex,ss.

On this 21 day of MARCH, 2019, before me, the undersigned notary public, personally appeared Stephen Benevento, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Anthony G. Keck
Notary Public
My Commission Expires:



ACCEPTANCE BY THE SALEM HISTORICAL COMMISSION



Jessica B. Herbert, duly authorized
Chair, Salem Historical Commission

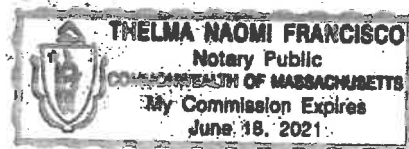
COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this 21st day of March, 2019 before me, the undersigned notary public, personally appeared Jessica B. Herbert, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Salem Historical Commission.



Notary Public
My Commission Expires:



ACCEPTANCE AND APPROVAL BY THE CITY OF SALEM

I, the undersigned City Clerk of the City of Salem, Massachusetts, hereby certify that at a meeting duly held on XXXXXXXX, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

By its Clerk

Ilene Simons
City Clerk

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Salem

Kimberley Driscoll
Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Salem.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared, Kimberley Driscoll, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Salem.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Property Description

The land with the buildings thereon, situated at 211 Bridge Street, Salem, Essex County, Massachusetts, and being described as follows:

Beginning at the northwest corner of said land at Rust Street, now known as North Walkway, and the southern side of Bridge Street running in an easterly direction along Bridge Street One Hundred eighteen and $84/100$ (118.84) feet, thence,

Running southerly in two courses along Ash Street Eighty-four and $24/100$ (84.24) feet and Sixty-five and $26/100$ (65.26) feet, thence

Running westerly Sixty-two and $50/100$ (62.50) feet to a point, thence

Running southerly Eight and $25/100$ (8.25) feet to a point, thence

Running westerly Sixty-five and $58/100$ (65.58) feet to said Rust Street, now known as North Walkway, thence

Running northerly One Hundred Twenty-five and $53/100$ (125.53) feet to the point of beginning at Bridge Street.

Being approximately 16,252 feet, more or less.

Subject to and with the benefit of all easements of record insofar as now in force and applicable to the within described premises.

For title reference see deeds recorded with the Essex South Registry of Deeds in Book 234, Page 180, Book 277, Page 231, Book 1288, Page 161, Book 1742, Page 379, Book 4360, Page 348, and Book 4425, Page 473.

Source: Southern Essex District Registry of Deeds in Book 35535, Page 304.

EXHIBIT B

Salem Assessors' Parcel Map 35-0194

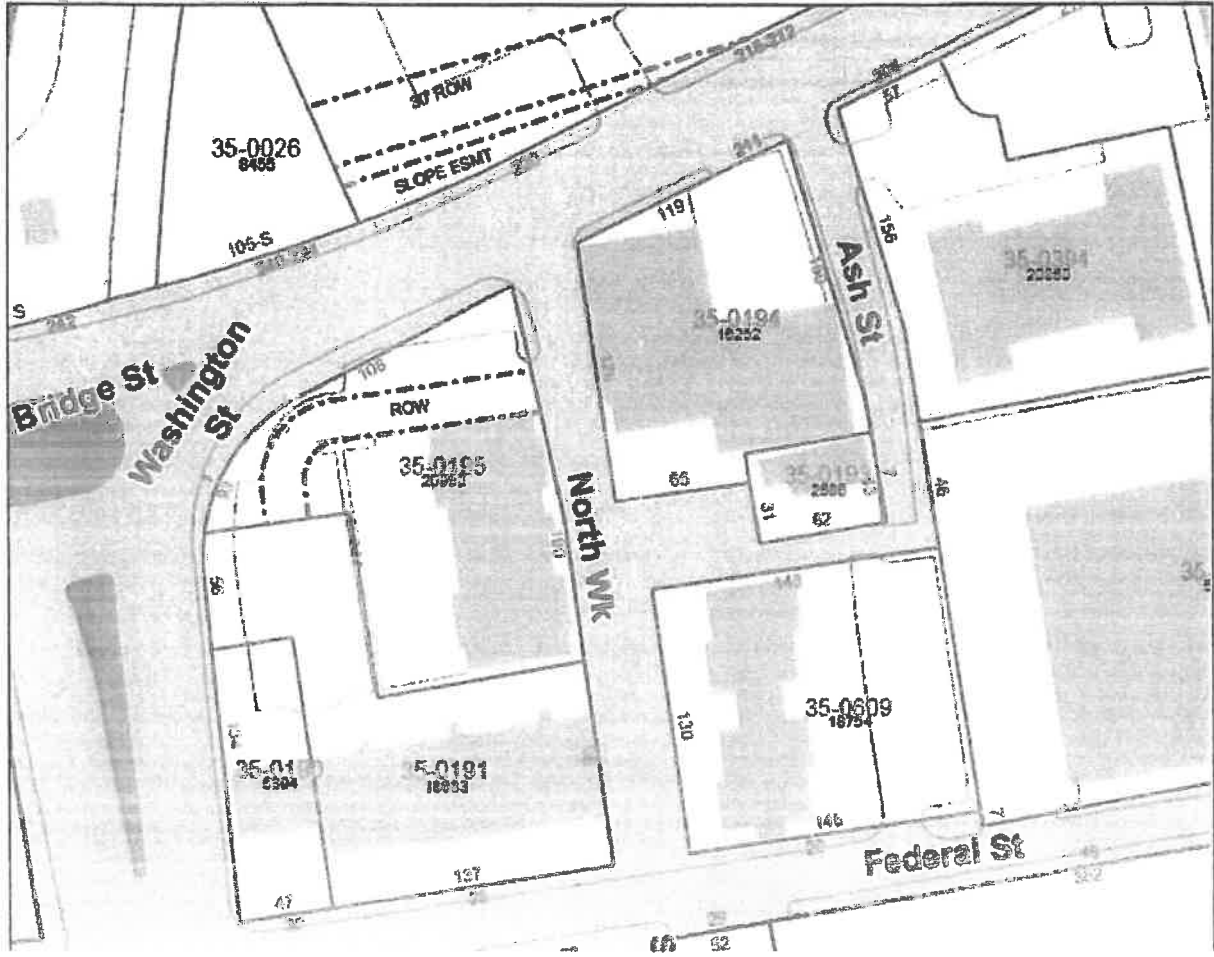


EXHIBIT C
Baseline Photographs



Photo 1 – Church façade (south) with Chapel addition

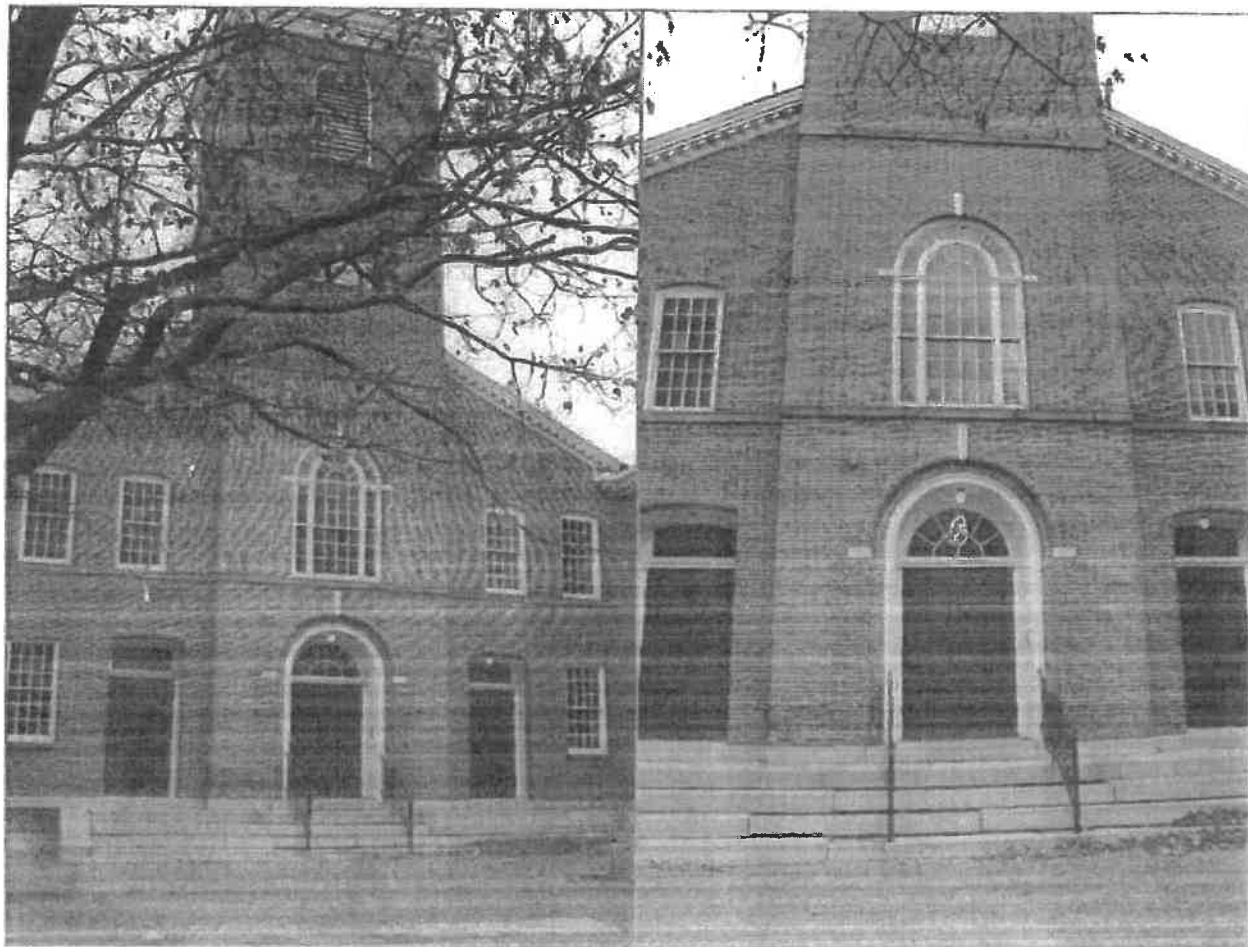


Photo 2 – Façade details

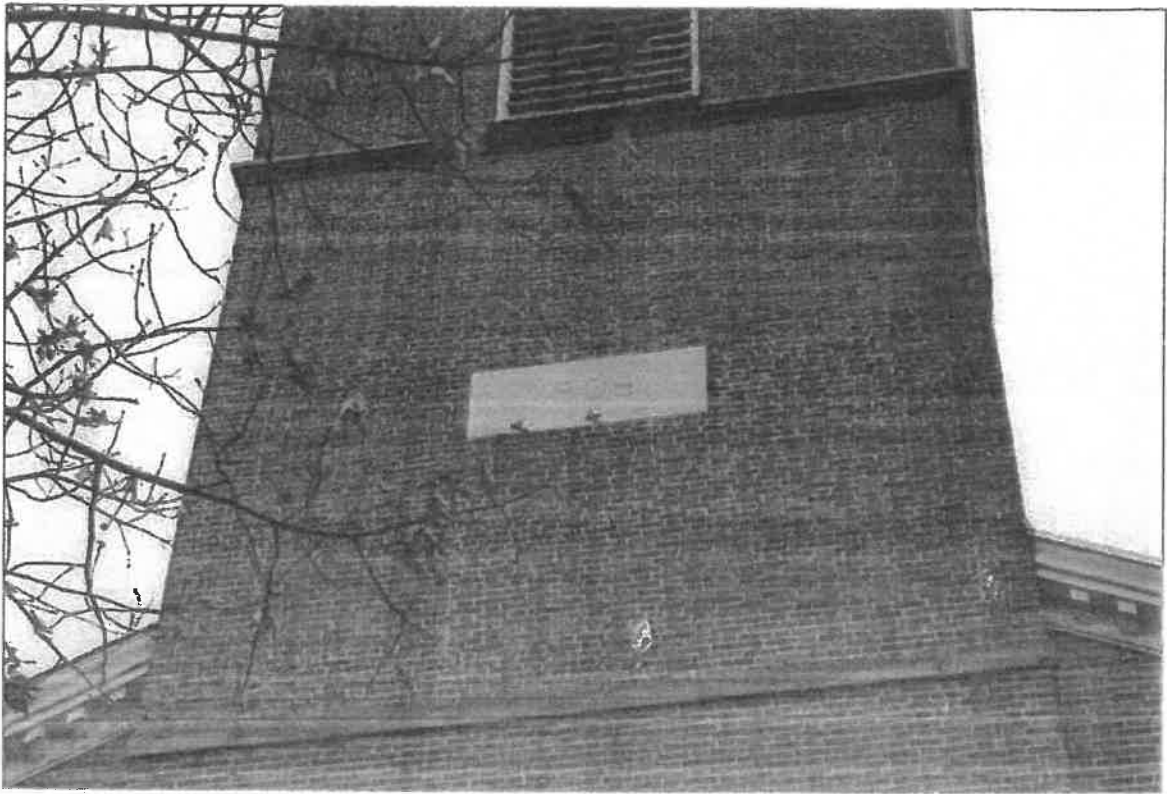


Photo 3 – Date plaque

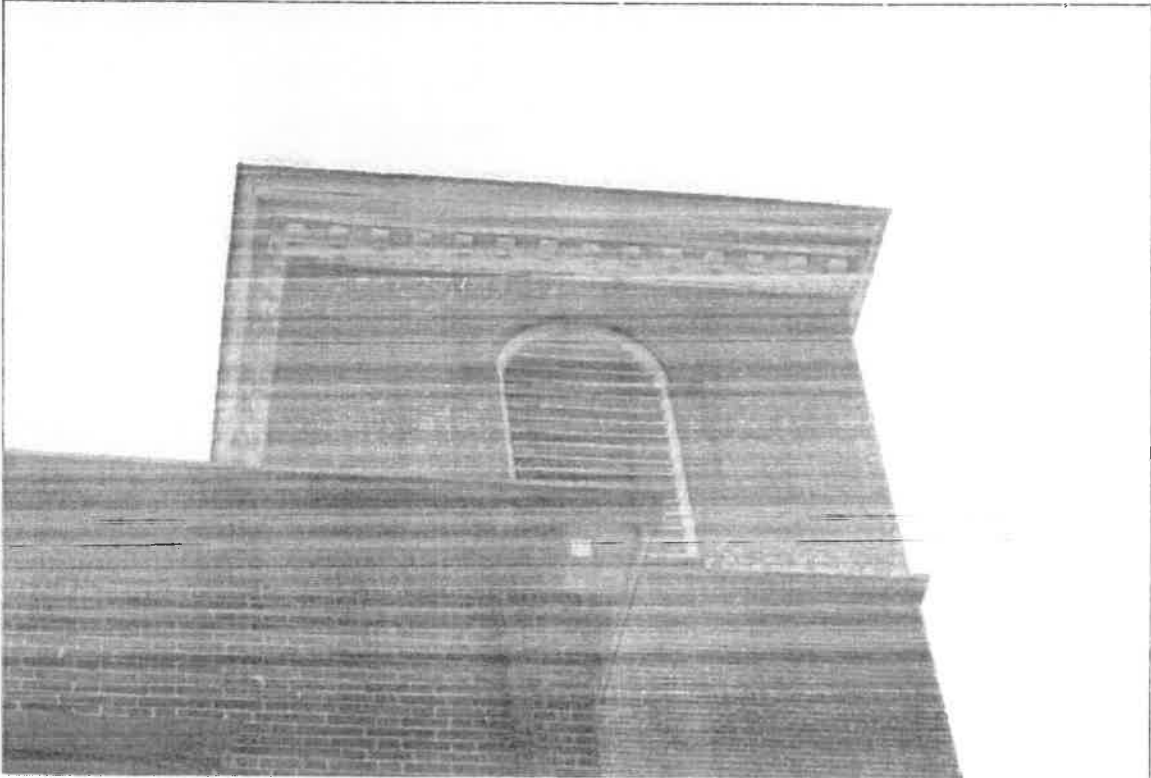


Photo 4 – View of west elevation of tower

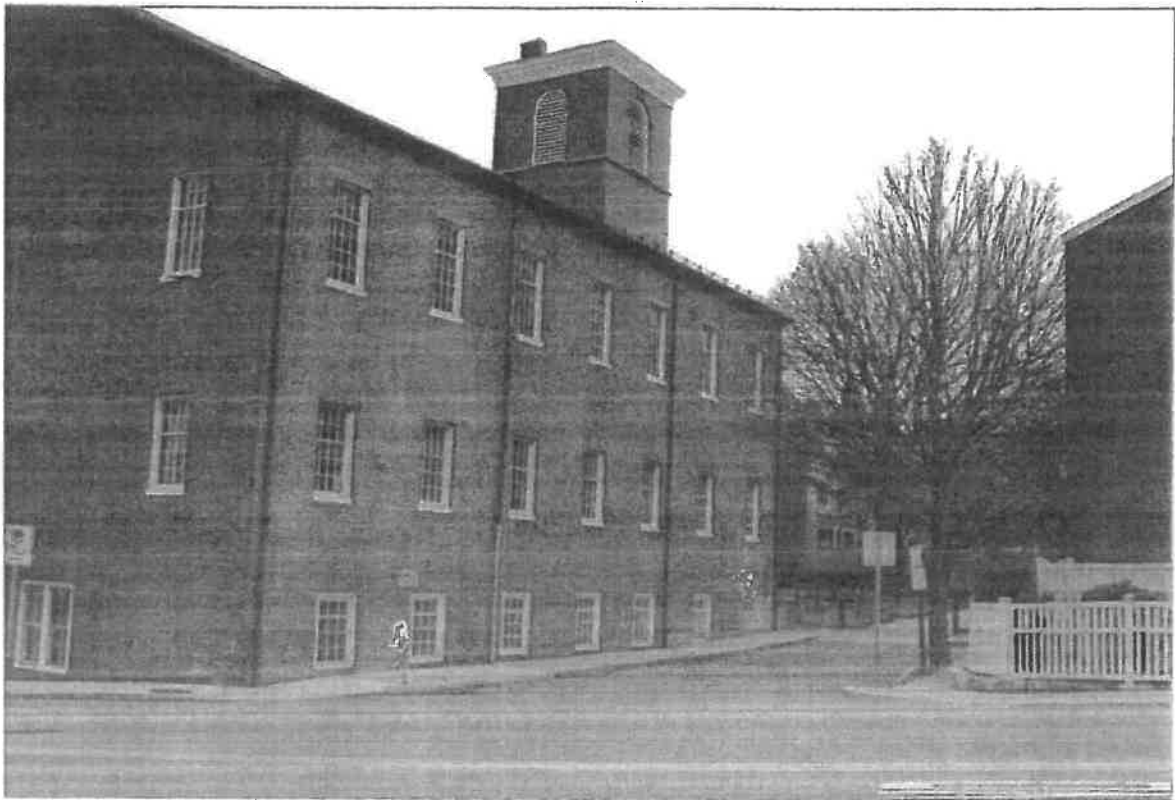


Photo 5 – West elevation

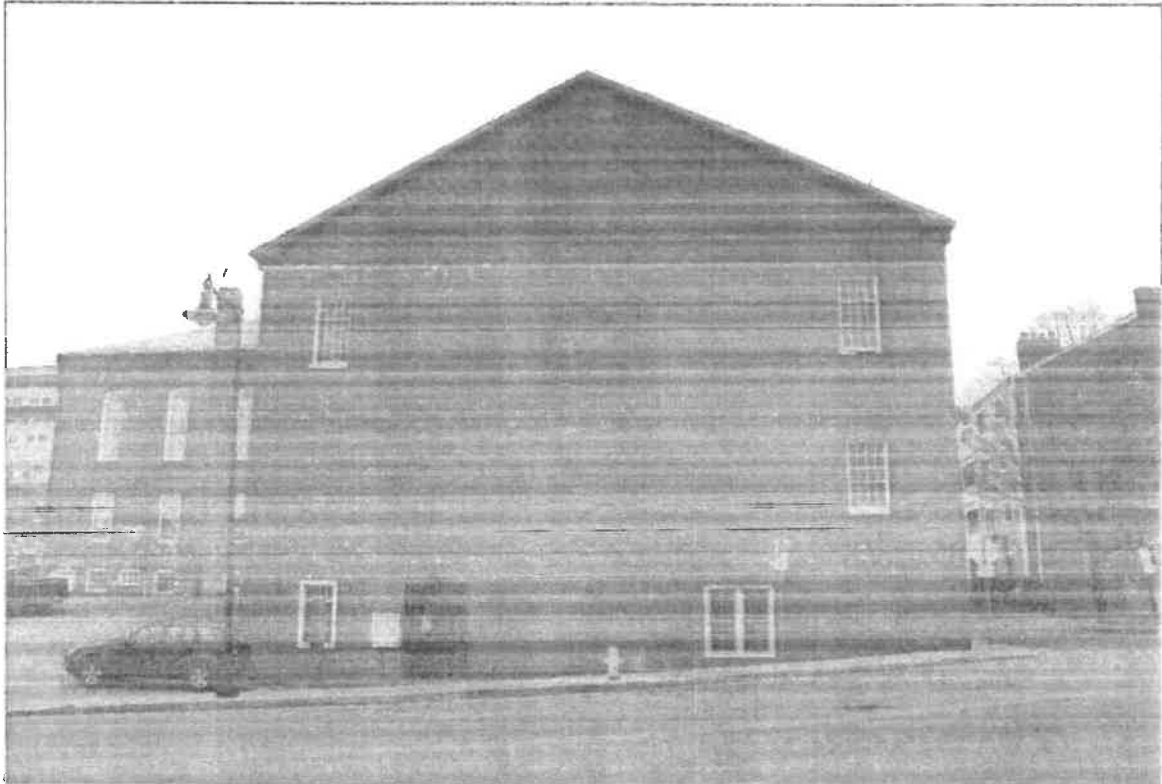


Photo 6 – North Elevation

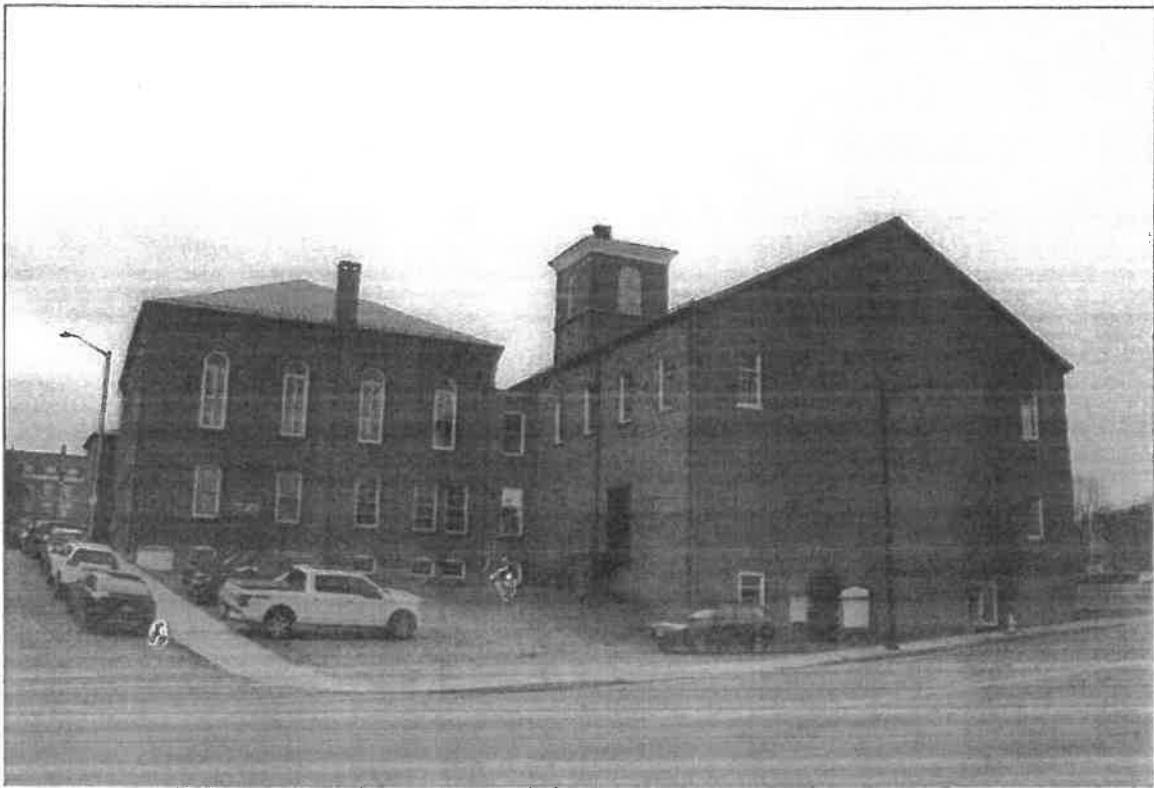


Photo 7 – East elevation of Church and North elevation of Chapel and ell

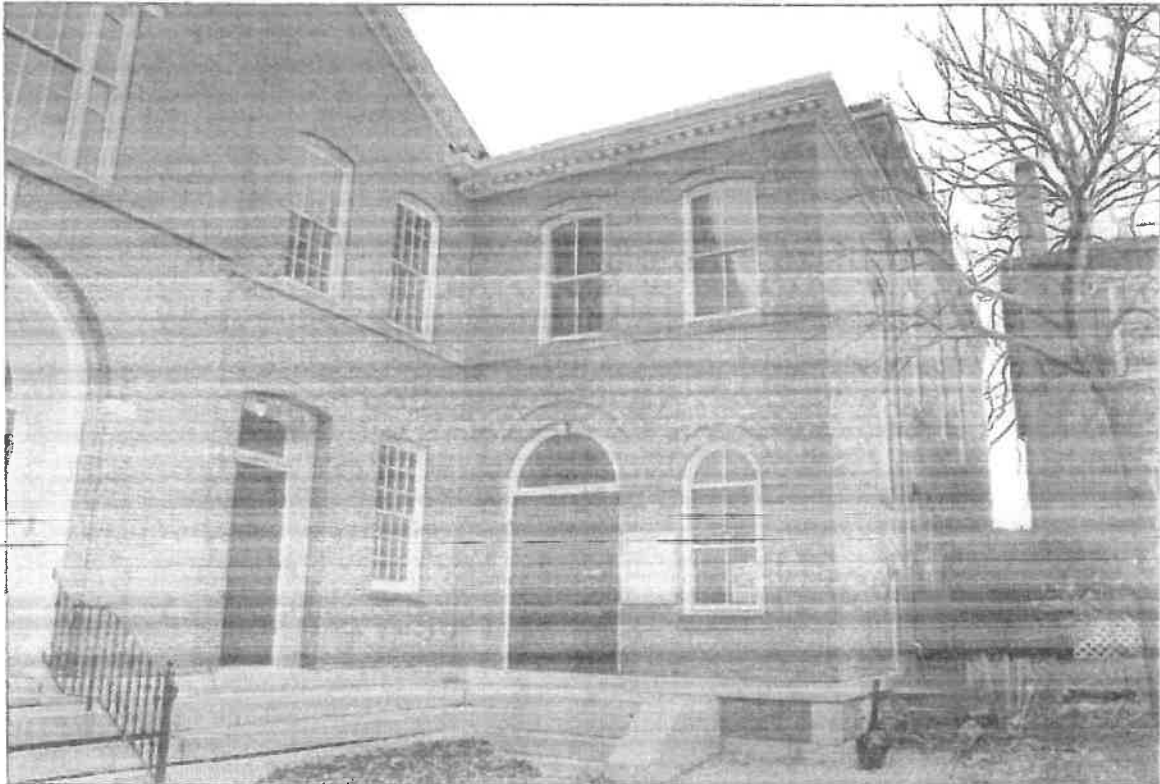


Photo 8 - Façade of Chapel ell (west)

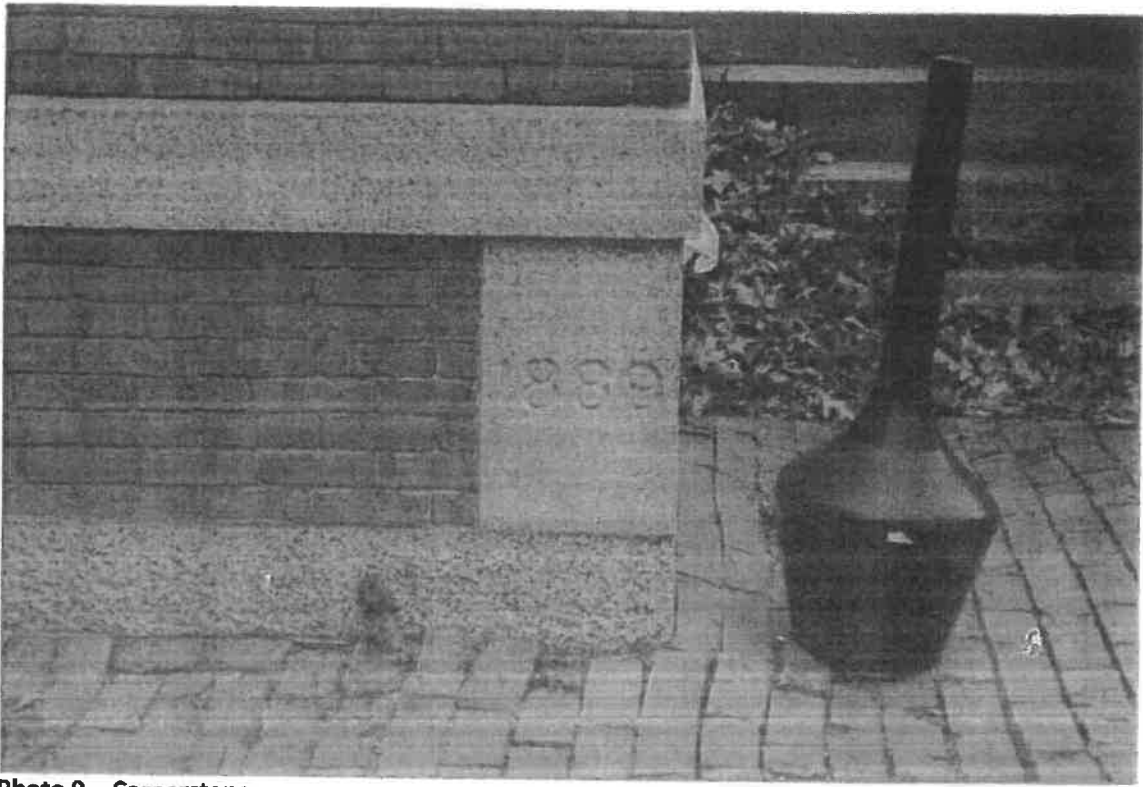


Photo 9 – Cornerstone



Photo 10 – View of ell and chapel

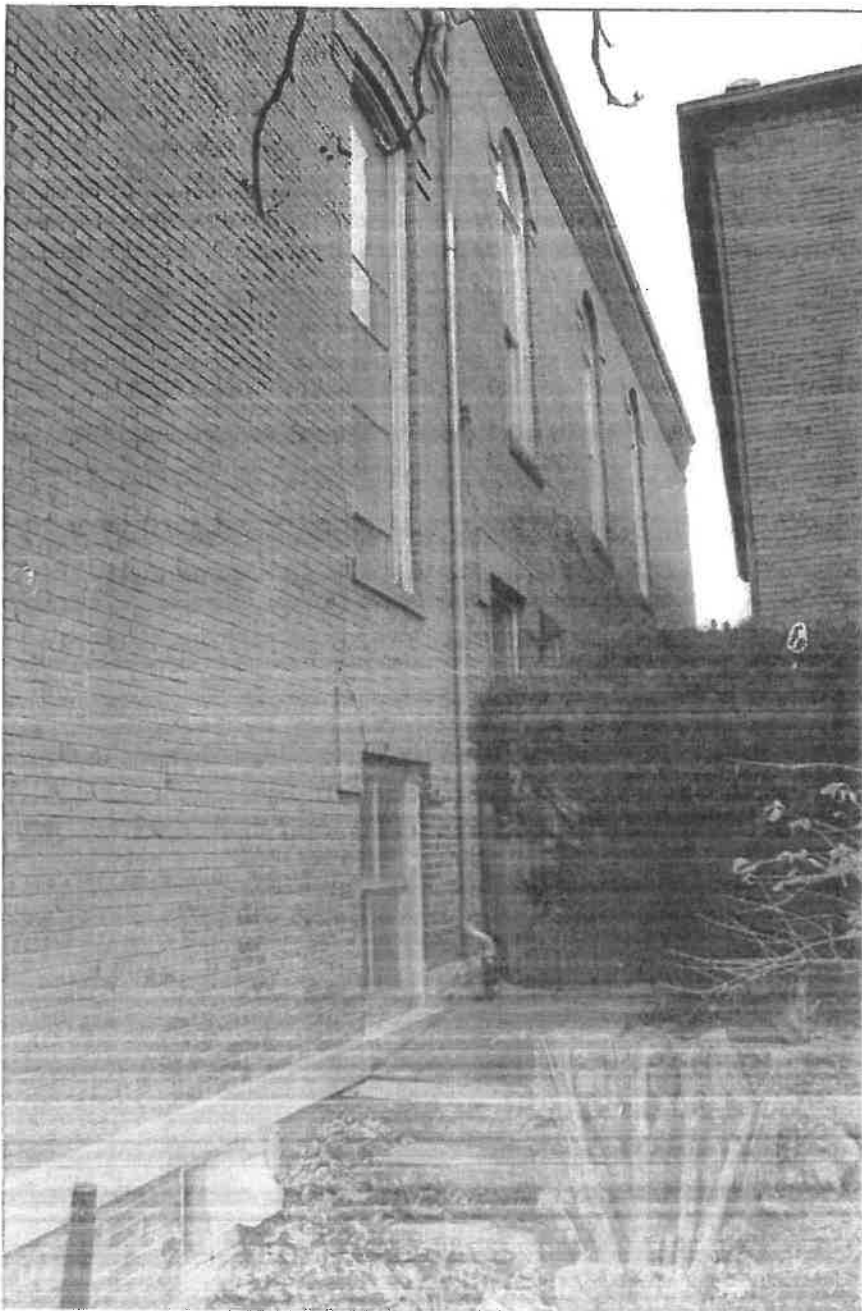


Photo 11 - South elevation of Chapel and ell



Photo 12 – East elevation of Chapel

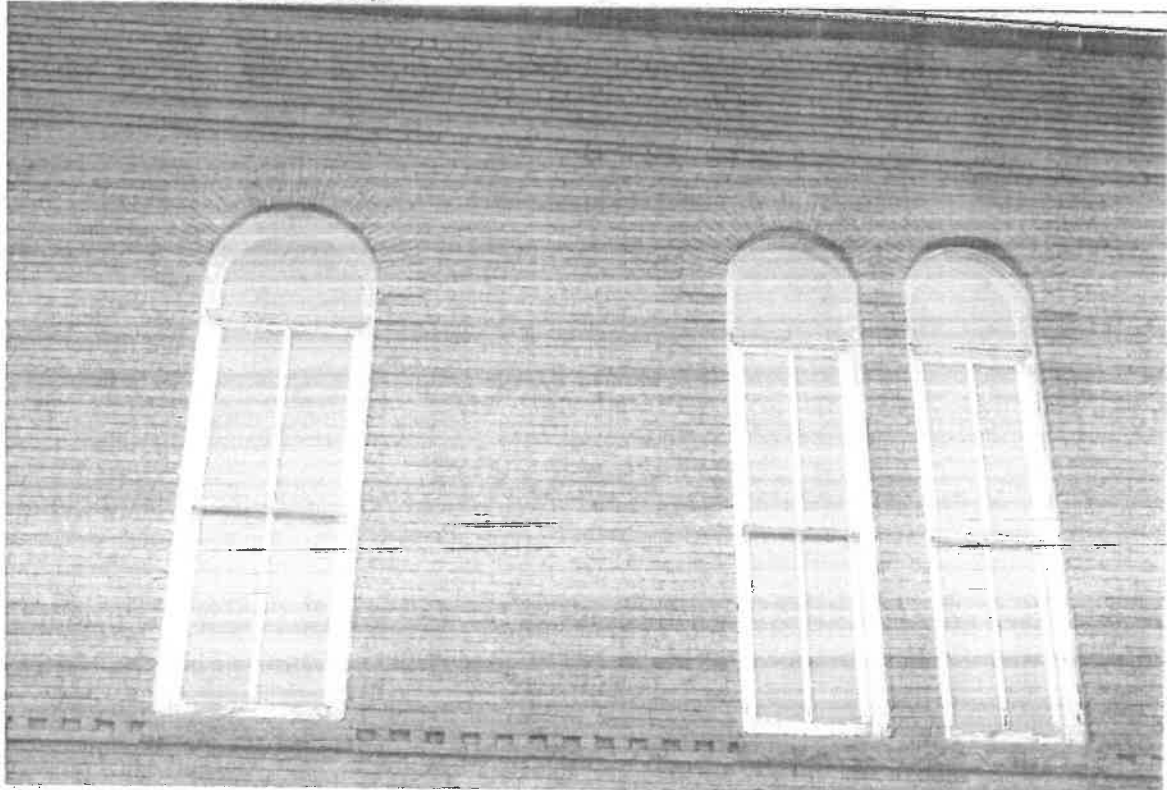


Photo 13 – Detail of second story East elevation of Chapel



Photo 14 – North elevation of Chapel and ell

EXHIBIT D

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the SALEM HISTORICAL COMMISSION (COMMISSION) is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require COMMISSION review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the COMMISSION, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the COMMISSION and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the COMMISSION in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the COMMISSION to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. COMMISSION will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

ACCEPTANCE AND APPROVAL BY THE CITY OF SALEM

I, the undersigned City Clerk of the City of Salem, Massachusetts, hereby certify that at a meeting duly held on _____, 2019, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

By its Clerk

Ilene Simons
City Clerk

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Salem

Kimberley Driscoll
Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Salem.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared, Kimberley Driscoll, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Salem.

Notary Public
My Commission Expires:



CITY OF SALEM

In City Council, April 23, 2019

Ordered:

The Mayor is hereby authorized to execute all necessary documents to convey a 21,148 +/- square foot parcel of land and building thereon known as 5 Broad Street, Salem, MA and shown as Lot B-1 on the attached plan entitled "Plan of Land in Salem, MA" dated 12/8/10, recorded in the Southern Essex Registry of Deeds in Plan Book 466, Page 57 and declared surplus property by the City Council on March 17, 2009 to 5 Broad Street LLC, for the sum of \$1,350,000.00 (one million three hundred fifty thousand dollars and no cents).



Salem Redevelopment Authority

April 23, 2019

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

Re: 5 Broad Street: Disposition Recommendation and Preferred Developer

Ladies and Gentlemen of the City Council:

On behalf of the Salem Redevelopment Authority ('SRA'), we are writing to provide you a recommendation on developer selection for the former Council on Aging building at 5 Broad Street. After a thoughtful and robust public process as well as several negotiation sessions with the preferred respondent, as detailed below, the SRA is pleased to recommend Charing Cross Realty Trust ('CCRT') as the selected developer. CCRT is proposing to purchase the building for \$1.35 million, which is the full appraised value, and preserve the structure's historic exterior while transforming its interior spaces into sixteen (16) residential units.

The Proposed Program

CCRT, whose principals are Philip Singleton, Tara Singleton, and William Luster, have proposed the following program for 5 Broad Street:

- Number of Units and Bedroom Counts: Sixteen residential units to include seven, 1-bedroom units and nine, 2-bedroom units;
- Affordability: Fifteen of the units will be offered at market rate. One unit, which is proposed to be a 1-bedroom unit, will be affordable and offered in accordance with Massachusetts Department of Housing and Community Development (DHCD) standards and regulations, including the requisite deed restriction(s) to ensure the unit remains affordable in perpetuity. CCRT is proposing to give preference to a Salem public safety official, teacher or veteran (only the Commonwealth, through DHCD, can approve this type of 'local preference');
- On-Site Parking: On-site parking for each unit will be provided in accordance with or exceeding current parking regulations (e.g., 1½ - 2 parking spaces per unit). The final parking count will be determined upon discussion and resolution of relocating existing passage easements at the rear of the building;
- Preservation of Structure: The adaptive reuse of the building requires little modification to the exterior of the structure, save for a redesign of the existing, later rooftop dormer additions. The project includes a full restoration of the cupola; and

- **Additional City Goals:** CCRT will include a charging station, a Zip Car parking space in the property's parking area, and bicycle storage for owners and visitors. CCRT will also contribute \$5,000 to the Salem Public Art Commission and will offer an amenity package to prospective buyers that support the Salem for All Ages Initiative (i.e., the outfitting of units with safety and elderly-friendly finishes).

Developer Assumptions

In proposing the redevelopment program for 5 Broad Street, the developer made financial assumptions in order to meet the required bid price of \$1.35 million while also ensuring that the project is financially feasible. Each of these assumptions will be reviewed and vetted by the appropriate entities upon the Council's determination of the designated developer:

- **Housing Development Incentive Program (HDIP):** CCRT will pursue financial support through the HDIP program, which assists in building market-rate developments in Gateway Cities. This is the same program the developers of the District Court on Washington Street utilized. As part of the program, CCRT will negotiate with the City for a reduction in a portion of the new property taxes resulting from the development (i.e., the tax increment) in a Tax Increment Exemption (TIE) Agreement. The City Council must approve the TIE Agreement as part of the HDIP process. The developer will also apply for state tax credits.
- **Community Preservation Funding:** CCRT will apply for funding from the Community Preservation Fund to restore the cupola. Upon speaking with contractors, CCRT has estimated the cost of restoration of this building feature to be approximately \$150,000 and will seek a financial commitment from the Community Preservation Committee in this amount.

The Timeline

The following timeline provides relevant dates and activities that begin with the approval for the new Community Life Center and culminates in the SRA's final vote of recommendation.

Date	Activity
March 17, 2009	City Council declares 5 Broad Street surplus with the requirement the proceeds from the sale of the property be used to help fund the new Community Life Center.
March 26, 2010	Issuance of 5 Broad Street Re-Use Feasibility Study by LDa Architecture & Interiors – the study was initiated to address concerns from the Council as to the future of 5 Broad Street, its preservation, and the potential for municipal use of the structure.
June 21, 2018	Salem Planning Board endorses a 'Subdivision Approval Not Required' plan to subdivide the land where the building sits and where the cemetery is located.
June 27, 2018	Issuance of Appraisal Report by David Hark Associates, Inc.
August 8, 2018	Request for Proposals for the Sale and Reuse of 5 Broad Street issued by the City.

June 2018 – August 2018	The SRA regularly meets and receives updates on the disposition process from staff.
August 31, 2018	The Council on Aging at 5 Broad Street closes in anticipation of opening in its new Bridge Street location.
September 10, 2018	The Community Life Center at 401 Bridge Street opens.
October 5, 2018	Proposals due to the City. Three respondents submitted proposals – CCRT, Diamond Sinacori, and Delulis Brothers Construction.
November 13, 2018	The three respondents present their projects to the SRA. The public made comments and asked questions.
November 14, 2018	The SRA meets in open and executive sessions to review the proposals.
November 15, 2018	The SRA meets in open and executive sessions to continue its review of the proposals.
November 27, 2018	The SRA meets in open and executive sessions to determine a preferred developer with whom to continue discussions to further refine proposal. The SRA found that the CCRT proposal was highly advantageous and the most in keeping with the structure's unique history, design, and was the best fit, in terms of density, with the neighborhood. The SRA voted to rank CCRT as the preferred developer with whom the SRA would continue discussions to attempt to reach satisfactory terms of the proposal so that the Authority may recommend it to the City Council. The SRA further voted that if it was unable to reach satisfactory terms with CCRT, then it would begin discussion with the second-ranked Diamond Sinacori. Finally, the SRA voted to remove Delulis from further consideration as a developer for 5 Broad Street.
January 2019 – March 2019	The SRA receives updates from both staff and the preferred developer, CCRT, regarding progress in proposal refinement. The continued outstanding issue that must be resolved is the proposed purchase price. CCRT originally proposed a purchase price of \$702,062. City Ordinance, Section 2-1635(c), mandates that the appraised value be an indicator of the lowest acceptable bid.
April 10, 2019	The SRA meets to review CCRT's 'best and final' proposal, which includes a purchase price that meets the appraised value of \$1.35 million. To meet the appraised value, CCRT revised its original proposal by increasing the number of units by four to sixteen condominiums and by proposing certain financial assumptions, as described above.

Why the SRA is Recommending CCRT

As evidenced in the timeline, the final proposal from CCRT that is before you today reflects a months-long iterative process – one that provided for significant public input and questions from the SRA – and resulted in a final and best offer from the Authority's recommended

developer. The SRA believes that the proposal represents an advantageous adaptive reuse project for this site for three distinct reasons:

1. The purchase price meets the appraised value (as required by City Ordinance).
2. The number of residential units, while it has been increased from its originally-proposed 12, remains less than the other proposals, which ranged from 19-23 residential units. At sixteen condominiums, the project remains at a density that is appropriate for the neighborhood and for the site itself. In reviewing the revised proposal at the SRA's April 10th meeting, public comment from a neighbor was offered regarding support for the increase in density.
3. The reuse of the building will be within the existing envelope with no additional build-out thereby preserving the façade of the historic structure and maintaining neighborhood character.

On April 10, 2019, the SRA unanimously voted to recommend the City Council select CCRT as the developer for the sale and reuse of the property at 5 Broad Street. Once the Council makes its award decision, the City and developer will enter into a Letter of Intent followed by the execution of a Land Disposition Agreement. The developer will then be able to begin the public process associated with permitting this project. The City will close on the property upon such time as the developer has secured all necessary permits and approvals for the project and finalized project financing.

Outstanding Matters

The SRA believes that the CCRT proposal is the most appropriate for the immediate neighborhood and the City at-large; however, the SRA notes there are outstanding matters that the City needs to be aware of and resolve.

- Permitting Path: With the recent failure of the proposed Municipal and Religious Reuse Overlay District, there is no clear permitting path to allow the redevelopment of 5 Broad Street. The property is in the two-family residential zone that does not allow multi-family redevelopment. In order for the project to advance, it is essential that the City create a permitting path.
- Developer Assumptions: As outlined above, the developer has made two key financial assumptions – utilization of the state and local HDIP and a Community Preservation award for the cupola restoration.
 - HDIP Assumptions: The developer has indicated they cannot pay the appraised value of \$1.35 million without support through the HDIP. However, demand for state tax credits through HDIP is extremely competitive, and there is no way to guarantee a state award for this project. The HDIP allows for City-only participation (via a reduction in property taxes on the incremental value created) if approved by the state. If no state tax credits are awarded, the developer may look to revise their Tax Increment Exemption Agreement with the City.
 - Community Preservation Funds: Community Preservation funding is available to the entire community for any qualifying project (i.e., a project that falls into one of four categories: historic preservation, open space, recreation, and/or community housing). However, with the cupola located on what will be a

privately-owned structure and the work being conducted by a private, for-profit developer, it is unclear if the project will be competitive. This, too, is an expense that could be included when determining the TIE Agreement.

- **Affordability:** The RFP for the property required 10 percent of the units be affordable at 80 percent Area Median Income (AMI). With sixteen units, ten percent equals 1.6. CCRT is proposing one affordable unit, which will likely be a one-bedroom unit. The RFP was silent on rounding. The current draft inclusionary zoning ordinance includes a payment to the Affordable Housing Trust Fund for fractions of units. However, this is not adopted policy, and the cost is not included in the developer's pro forma.

On behalf of the SRA, I would like to thank you for this opportunity to work collaboratively on this endeavor. We look forward to discussing the project with you in the coming weeks and providing additional assistance in whatever capacity you see fit. We have enclosed an order for your consideration to authorize the Mayor to execute all necessary documents to convey the property to 5 Broad Street LLC, an entity created by Charing Cross Realty Trust for this project.

Sincerely,



Grace Napolitano, Chair



Tom Daniel, Executive Director

Attachments

- Order
- Amended CCRT Proposal

cc: Mayor Kimberley Driscoll
Salem Redevelopment Authority



**CHARING CROSS
REALTY**

April 16, 2019

**Russ Vickers, Chairman
Salem Redevelopment Authority
Salem City Hall Annex
Salem, MA 01970**

RE: FINAL AMENDED PROPOSAL 5 BROAD STREET

Dear Mr. Vickers,

Charing Cross Realty Trust, (CCRT) has prepared this memo to provide our final amended proposal to the SRA for the purchase of 5 Broad Street.

We thank you for your diligence in getting our proposal to a designation referral from the Salem Redevelopment Authority and we look forward to advancing to the next step in the process.

As we enter into the final stage in this designation and redevelopment exercise we must take this opportunity to point out that the recent rejection of a defined and concise permitting path certainly adds a cloud of uncertainty to this redevelopment. Absent the proposed overlay district we are left without a permitting path to undertake our development. We look forward to working with SRA staff to determine a fruitful permitting process.

I have attached the following:

- An updated proposal that includes the amendments outlined in this correspondence,
- An updated set of conceptual floor plans for our development,
- A pro-forma indicating our project finances,
- A spreadsheet indicating the amount of HDIP required to move our development forward.

I will also outline the amendments in this letter so that readers will know exactly what has been amended from our earlier proposal(s). There are six (6) items that have been amended, the rest of our proposal stands as originally presented.

1. We are proposing an increase to our purchase price to \$1,350,000.

This bid price will eliminate any concern regarding the local bylaw that requires that the property be sold for its' appraised value.

2. We are asking to amend our total number of units from 12 units to 16 units.

At this time, these units will include:

- a. Four, two bedroom duplex units on the third and fourth floor.
- b. Three two bedroom "flats" on the second floor.
- c. One, 1 Bedroom flat on the second floor.
- d. Two, 2 Bedroom flats on the first floor.
- e. Two, 1 Bedroom flats on the first floor.
- f. Four, 1 Bedroom garden style units in the existing Lower Level.

One of the above 1 Bedroom units will be offered as an affordable unit (in accordance with the Massachusetts Department of Housing and Community Development standards for affordable housing, including all the requisite deed restrictions to ensure that this unit will remain affordable in perpetuity).

As you are aware from our earlier amended proposals, we were loath to increase our unit count due to the strong support that we have received from abutting residents.

Our original proposal, which had the fewest units (12) of all three proposals, was the highest bid (\$650,000), while competing against two proposals of over twenty-units which included bids of \$500,000 and \$100,000.

Thus, our first suggested amendment was to keep the unit count at 12 units, (one affordable and 11 market-rate), and meet with the appraiser to discuss his appraised value which offered his opinion of value for 12.5 market rate units at 5 Broad Street. Simply put, this approach would have resulted in Charing Cross offering 11/12.5ths of the appraised value, after correcting it for the affordable unit and the curious "half" unit value. As you recall, other concession were included and discussed as well.

We were dissuaded from submitting that particular proposal due to the existence of the bylaw that would result in our proposal not meeting the City of Salem standard of meeting the minimum bid price. Thus, the SRA had no authority to encourage this course of action.

This led us inexorably, and unfortunately, to the requested increase in density.

The sole significant building design amendment in this density increase is that we will be lowering the third floor and adding a fourth floor to the building. To do this we will leave the original stairwells to the second floor landing and build anew above that level. The exterior will remain the same with the exception of the four (non-original) dormers which will become inset balconies into these upper floor units. This – of course – will require the involvement of the SRA and its Design Review Board, the Historic District Commission and the surrounding neighborhood residents.

3. **In undertaking this plan, we will create a parking plan that exceeds the City's zoning requirement for number of parking spaces.**
4. **In order to increase our bid by such a substantial amount, we will need to utilize the MA Housing Development Incentive Program (HDIP) to generate State and Local tax relief.** This program, which assists in building market-rate developments in Gateway Cities has been recently utilized at the former Salem District Court reuse and we need similar relief to meet the City's minimum bid requirement. We have attached a preliminary outline of the amount and duration of our HDIP request. We have mirrored other successfully funded developments across the state and, further, we have required only 50% of the maximum award in both the local and State tax relief categories.
5. **Again, to fill a portion of the \$700,000 gap between our original proposal and our amended proposal we will request \$150,000 from the Salem Community Preservation Act Funding (CPA) to restore the existing cupola to its original grandeur.**

We remain uncertain as to the cost of restoration of the cupola. We have however, placed an educated guess from our ongoing discussions with two separate contractors at \$150,000 to remove the cupola, restore it and return it to the roof. We understand the cupola's value to the building and to fill the enormous gap between our original proposed purchase price and our current purchase price we look to the CPA for a commitment from their required minimum of 10% of the funds being used for historic preservation.

6. **Finally, we are requesting that the City of Salem work with CCRT on removal (by negotiation), of the passage easements that exist at the**

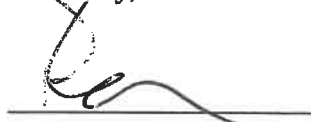
rear of the building, (between the building and the cemetery property). These easements were created to allow senior vans to access the access ramp at the rear of the property and continue out to Broad Street. Removal of any passage easements, which are not controlled by the City, will have to be done by negotiation. The removal of the easement(s) will allow the rear of the property to be used for increased open space and perhaps enhanced parking to accommodate the additional units.

We are pleased to be able to undertake an updated proposal, we understand that there will need to be increased discussion with the abutting residents and neighborhoods as we move ahead and we look forward to that discussion.

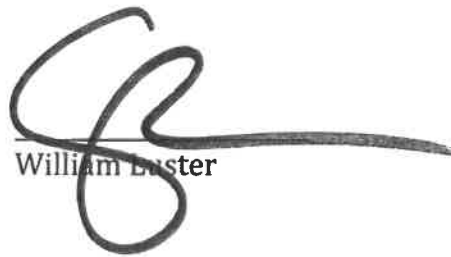
We are also happy to offer a meeting with the neighborhood at some time in the near future to present our proposal to them in greater detail.

Thank you for your consideration of our proposal.

Sincerely,



Philip Singleton



William Euster

**Sale and Reuse
of
5 Broad Street
Updated: April 15, 2019**



**Property Redevelopment Proposal
RFP #06/08-18/200**

Charing Cross Realty Trust
2 Centennial Drive, Suite 5E
Peabody, MA 01960

April 15, 2019

Salem Redevelopment Authority
98 Washington Street
Salem, MA 01970b
To the Redevelopment Authority,

For over 30 years I have been redeveloping surplus municipal buildings in Salem. Some of the buildings that my company has completed include the former Salem Police Station, Bowditch School, Pickering School, East Branch Library, Sheridan School and 1 Broad Street.

Charing Cross Realty Trust has provided herein, a proposal to redevelop 5 Broad Street as a 16-unit condominium development. We have designed our proposal to meet the Highly Advantageous threshold of each of the City's stated Selection Criteria. In addition, we have used the long history and experience that comes from over 40 years of undertaking adaptive reuses in historic structures.

At 5 Broad Street, CCRT will be undertaking a redevelopment that meets the Secretary of the Interior Standards for Historic Restoration, while also takes into account the input provided by a community process that will include Historic Salem Inc. and the abutting neighborhood associations.

CCRT will provide one affordable housing unit that we hope will give priority to a Salem Veterans, Salem Public Safety officials and/or Salem Public School Teachers. Further, we are including each of the City of Salem's suggested inclusions in the "Additional City Goals" to include a charging station, a financial contribution to the Salem Arts Initiative and finally, we will offer an amenity package to prospective buyers that support the Salem for All Ages Initiative.

Having had such a significant level of involvement (six designations over the past 30 years) in the disposition of Salem municipal properties, CCRT would take great pleasure in undertaking this development as the next chapter in our ongoing and beneficial relationship with the City of Salem.

I have included our company resume, which outlines the dozens of adaptive reuses that Charing Cross Realty Trust has undertaken since its inception in 1970. Our experience in this type of development is extensive and we hope to use it to bring this handsome Salem Building back to a condition that will bring it back to its condition when it was built as Classical and High School in 1855.

We stand solidly behind the proposal contained herein, however, if we are selected, and, if additional units are found to be acceptable at the site, CCRT would be able to increase our purchase price.

Thank you for your consideration of our proposal and I look forward to presenting our proposal in greater detail.

Sincerely,

Philip Singleton
Charing Cross Realty Trust

1. Cover Sheet and Checklist

2. Price Proposal

Charing Cross Realty Trust will pay \$1,350,000.

3. Non Collusion Form

4. Tax Compliance Form

5. Disclosure of Beneficial Interest

6. Deposit

See Deposit check within the sealed Price Proposal enclosed with our response.

7. Development Team & References

Owner - Developer: (100% owner/developer)

Charing Cross Realty Trust
Philip Singleton, Tara Singleton & William Luster
2 Centennial Drive, Suite 5E
Salem, MA 01970
Tel: 978-239-0560/978-317-3784

Real Estate Broker:

Betsy Merry, Merry Fox Realty
224 Derby Street
Salem, MA 01970
Tel: 978-740-0008

Attorney:

Tom Alexander
Alexander, Femino & Laurenzano
978-921-1990

Civil Engineer:

Chris Mello
Eastern Land Survey
978-531-8100

Landscape Architect:

James Emmanuelle
Swampscott MA
781-622-7487

Architect:

Peter Pitman
Pitman & Wardley
32 Church Street
Salem, MA 10970
978-744-8982

Builder:

TBD

References

Jill Sullivan
Chairman
Swampscott Board of Selectmen
781-596-8850

Gary Barrett
Essex County Sheriff's Office
978-835-9189

Senator Joan Lovely
MA State Senate
617-722-1410

President John Keenan –Salem Police Station
Salem State University
978-821-1234

Elizabeth Debski
Mayor's Assistant
Salem, MA
978-502-7645

Stanley Usovicz – Salem Police Station Reuse
Verizon
978-750-5656

Katherine Felpel - Atlantic Crossing Financier (Bank Reference)
Northern Bank and Trust
781-569-1583

James Cowdell – Landlord for Harbor Lofts
Executive Director
Lynn EDIC
781-953-4739

8. Developers Qualifications

Charing Cross Realty Trust (CCRT), has a 48-year history of undertaking adaptive reuses of historic buildings. As 6 of these developments were undertaken buying municipal buildings in Salem, it is hard to imagine a more qualified team to undertake the redevelopment of 5 Broad Street.

A recent review of sales prices at the time of sale, and resale prices indicates that the CCRT units that were developed at the above locations far outstripped other housing in appreciation over the same period of time. This indicates that the CCRT units have been well-built to not only stand the test of time but to also provide appreciation to the buyers.

For Philip Singleton, who was born and raised in Salem, and his team at Charing Cross Realty Trust, the redevelopment and conversion of historic buildings is about more than bricks, mortar or money. Mr. Singleton believes that the communities around us are defined by their historic places and that these structures, in this case 5 Broad Street, are tangible connections to our past, which provide context for our futures.

Beginning with the reuse of the AC Lawrence Leather Factory in 1970, into 258 housing units, CCRT has extensive experience in reusing historic structures including mill buildings, schools, courthouses & libraries. It is important to note that CCRT has been reusing mill buildings and historic structures harkening back to a time when this was a new and unusual occurrence. Our developments range in size from 358 units at the Harbor Lofts Apartments in Lynn, MA, to our 2-unit redevelopment of the Sheridan School in North Salem in 1998. CCRT brings the same level of enthusiasm to each development, large or small.

The resume attached in this section illustrates the lifetime's work of a company that specializes in the challenge of saving old buildings by adaptive reuse into housing.

CCRT, with its long and fruitful history, proves that a company that is able to grow and evolve over time can survive, and prosper, even as the residential development market is constantly changing. Over the course of time, CCRT has undertaken developments with totally private financing, UDAG financing, Low Income Housing Tax Credits, Long Term Municipal leases, Historic Tax Credits, Federal Historic Façade Easements, 121A Tax Agreements, Section 8 Elderly and Family Housing and various other public financing tools. We are conversant in all aspects of public and private financing and are able to work in both subsidized, market-rate and mixed income developments.

Please note our attached completed project list.

9. Use/Development Plan

Charing Cross has redeveloped six (6) municipally owned properties in Salem, including the Salem Police Station, East Branch Library, Bowditch School, #1 Broad Street, The Sheridan School and The Pickering School, thus undertaking the reuse of 5 Broad Street is an obvious next step.

In each of the above outlined developments CCRT has developed either residential condominiums or apartments.

Our plan for 5 Broad Street is shown on the attached site and building plans. In summary our proposed plan centers on the following:

- A historically appropriate exterior redevelopment (consistent with the Secretary of the Interior Standards for Historic Preservation) that will include architectural and design review by the Salem Historic Commission, interaction with Historic Salem Inc. and a community process that reaches out to the Broad Street and area neighbors for assistance in creating a final redevelopment plan.
- A sensitive interior layout that will include saving the articles inside the building that are deserving of being included in the adaptive reuse.
- A restoration of 5 Broad Street's historic bell cupola, which has fallen into a state of significant disrepair.
- The creation of a parking area and open areas surrounding the building that reestablishes the street line, cools down the parking area and adds green elements to this currently deteriorated parking area.
- Creation of housing in a City that over the past several decades, has experienced a rebirth of the residential community through the redevelopment of many historic structures.
- Creation of an affordable housing unit that will give preference to a Salem Public Safety official, Teacher or Veteran.

CCRT will create 16 residential units including 1BR, 2BR and 3 BR units.

Regarding the Additional City Goals, outlined in **Section 1.2**, CCRT commits to the following:

- All unit appliances and fixtures will meet US Department of Energy "Energy Star" design standards and green building techniques will be used throughout the development,
- CCRT will work with the Salem for All Ages initiative, to define an "over 55 amenity package" that will outfit units with safety and elderly-friendly

finishes to encourage older buyers to feel safe and secure in our development.

- CCRT will provide an Electric Car Charging Station in our parking area.
- CCRT will provide a Zip Car parking space at 5 Broad Street.
- CCRT will include bicycle storage for unit owners & visitors.
- CCRT will make a donation of \$5,000 to the City's Public Arts Program.

As to proposed building materials, CCRT offers that oftentimes it is the small details that make an adaptive reuse a special project.

For instance, at the Salem Police Station CCRT, without being required, re-established the balustrade that had been long missing at the building's roofline. In addition, we replaced the missing wrought-iron fence along the front elevation with a cast-iron fence that is exactly similar to the original that had been long missing from the site for decades. At the Tannery I & II developments in Peabody, historic leather tanning artifacts remain on the site to this day as a living history lesson to the role that the former AC Lawrence Leather Company played in the economic and social development of the City of Peabody.

At 5 Broad Street we will match existing materials as we restore the exterior of the structure, paying close attention to areas like the Bell Cupola and the bracketing detail under the soffits and fascia.

How does CCRT Meets the Salem Redevelopment Authority Selection Criteria?

See below:

Development Capabilities: HIGHLY ADVANTAGEOUS

The attached CCRT Resume shows myriad examples of similar developments undertaken by the development team listed herein. Even more specifically, six (6) similar developments right here in Salem.

Economic Value: HIGHLY ADVANTAGEOUS

CCRT's development is a stand-alone development, privately financed and able to be completed well within the parameters of the proposed project schedule. The Net Value to City Spreadsheet indicates that the development will generate close to \$1.7 million over the first ten years of its existence. (Not counting the sales price which is confidential and under separate cover)

Housing Diversity: HIGHLY ADVANTAGEOUS

CCRT has developed a plan to provide an affordable housing unit. If allowed under the law, CCRT will offer preference in the housing lottery to Salem armed service veterans, Salem municipal first responders and Salem schoolteachers.

Historic Preservation: HIGHLY ADVANTAGEOUS

All work will comply with the Secretary of Interior Standards for Historic Preservation. The existing but failing bell cupola, the wrought-iron fence and the bracketing surrounding the cornice line will all be sensitively restored.

Compatibility: HIGHLY ADVANTAGEOUS

Development is compatible with the area that surrounds it, the goals of the RFP, the City of Salem Master Plan and the general planning principles of the City of Salem. Further, the developer has agreed to meet each of the Additional City Goals outlined in Section 1.2, thus making it perfectly compatible with its surroundings and with the goals of the RFP.

Planning and Zoning Issues

1. Quantification of Populace Expected to Reside a 5 Broad Street

This development will consist of 16 units.

When CCRT undertook the highly popular Police Station Redevelopment we were surprised by the fact that the overwhelming majority of original buyers in that 14-unit development were "empty nesters". We anticipate our market at 5 Broad Street to be similar though we will not be surprised to see a number of younger homebuyers as well. Thus we will design and market to a mix of both young, first time homebuyers and empty nesters who are looking to downsize from a larger home into a smaller condominium.

It is likely that our 16 units will generate 24 - 30 automobiles at the site. These automobiles will generate a relatively small number of vehicle trips, likely in the vicinity of 55 trips per day.

The site population will be approximately 24-35 residents. Again, utilizing the numbers at the Salem Police Station, the 5 Broad Street development will house 1-2 children.

With such a small population, and following the use of the site as a Municipal Senior Center, the traffic impact on the area will be overwhelmingly beneficial.

Further, with enough parking to accommodate the development, the parking impact on the area will also be largely beneficial when compared to the parking impact of the prior use.

2. Description of Property Use and Permitting

CCRT is hopeful that we will become the designated developer and that we can work with the City, the Salem Redevelopment Authority, Historic Salem, Inc and the surrounding neighborhood residents to undertake this development.

If we are selected, our proposal will require relief from the City on permitting and zoning issues.

In particular:

- Charing Cross Realty Trust will be required to participate in SRA and DRB Design Review, Planning Board Site Plan Review, and likely Salem Zoning Board of Appeals for relief from the City of Salem Zoning Code.

- Further, we will be required to gain design review from the Salem Historic Commission.

3. Municipal Services Needed

The development of 5 Broad Street as a 16 – unit condominium building will require the following public services:

- Municipal Solid Waste Collection – Our development will require curbside MSW and Recycling services.
- Plowing and Street-cleaning – The City will no longer be required to plow and shovel the parking lot, walkways and stairs to the Senior Center.
- Site drainage will be done in accordance with all applicable municipal, state and federal regulations and will have no impact on the property's surroundings. There will be no net increase in drainage on to abutting properties as a result of this development.
- Water consumption will reflect that the site will be used for 16 residential units.
- We will be connecting to the City of Salem water supply paying Water Connection Fees.
- Traffic impacts will be minimal based on the low level of trips per day generated by a residential use. It is estimated that 16 condominium units will generate approximately 55 trips per day, with 1/2 of those trips occurring in the peak morning and evening travel period.
- Police and Fire services will be minimal.
- Our sixteen homes will likely add approximately 1-2 children to the school system. (Using Salem Police Station demographics as our guide)...

10. Schedule - 5 Broad Street Development Schedule:

Designation, Permitting & Financing:

Negotiation on LDA and Designation Documents & Permitting	90 days	
Financing	<u>45 days</u>	
Designation, Permitting & Financing Total Days		135

Construction:

Demolition	15 days	
Interior Framing, Ex. Restoration & Mechanicals	60 days	
Rough HVAC & Electrical & Exterior	60 days	
Insulation and Drywall	30 days	
Interior Finish	90 days	
Final Punch List & Cert's of Occupancy	<u>30 days</u>	
Construction Total Days		285

Sales:

Sales 1-4	During Build-out	
Sales 5-8	45 days	
Sales 9-12	60 days	
Sales Total Days:		105
Total Project Days		525

11. Financial Proposal and Financial Analysis

Charing Cross Realty Trust will finance the development with traditional bank financing and personal equity. We have used only traditional financing and personal equity to finance our condominium developments.

In the case of this development, we will ask the City to assist in the pursuit of a Housing Diversity Incentive Program award, which, is a significant piece of the funding that allows us to increase our bid to \$1,350,000. We have included a spreadsheet that indicates the amount of HDIP assistance we will require.

Attached in this Section is a project pro-forma, which identifies a total project cost.

We have attached a letter from an area bank expressing their interest in financing our development.

CCRT has always enjoyed strong banking relationships and has never – in its 48 year history - failed to undertake a development based on a lack of financing.

Some highlights from our attached Pro-Forma:

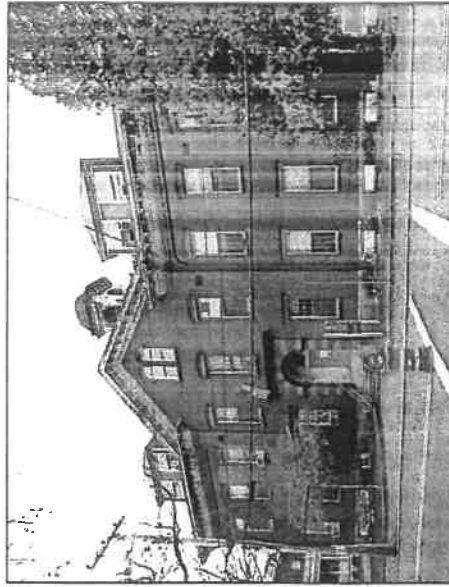
- We are building at approximately \$170 per sq. ft., which is a conservative estimate resulting from our experience in this type of construction and a number of General Contractor & Developer visits to the site.
- We are providing Soft Cost estimates that reflect what we are paying at other developments.
- We have carried a separate line item for restoration of the cupola.

12. Financial Qualifications (Submitted Separately)

See attached Financial Statement and Real Estate Owned by Philip Singleton.

5 BROAD STREET MULTI-FAMILY REDEVELOPMENT 5 BROAD STREET SALEM, MASSACHUSETTS | 01970

SCHEMATIC DESIGN DRAWINGS



DISCLAIMER:

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND WILL BE VERIFIED WITH EXISTING BUILDING CONDITION DRAWINGS ONCE PROJECT IS AWARDED.

PROGRAM DEVELOPMENT:				
UNIT #	SF	BEDROOMS	BATHS	
001	1,139 SF	1	1.5	
002	1,132 SF	1	1.5	
003	1,007 SF	1	1.5	
004	1,164 SF	1	1.5	
01	2,465 SF	2	2	
02	2,411 SF	2	2	
03	922 SF	1	1.5	
04	953 SF	1	1.5	
05	1,227 SF	2	2	
06	1,081 SF	2	2	
07	1,385 SF	3	2	
08	792 SF	1	1	
09	1,391 SF	2	2.5	
10	1,328 SF	2	2.5	
11	1,184 SF	2	2.5	
12	1,300 SF	2	2.5	
	20,891 NET SF			
	22,747 GROSS SF			

Date Issued: APRIL 18, 2018

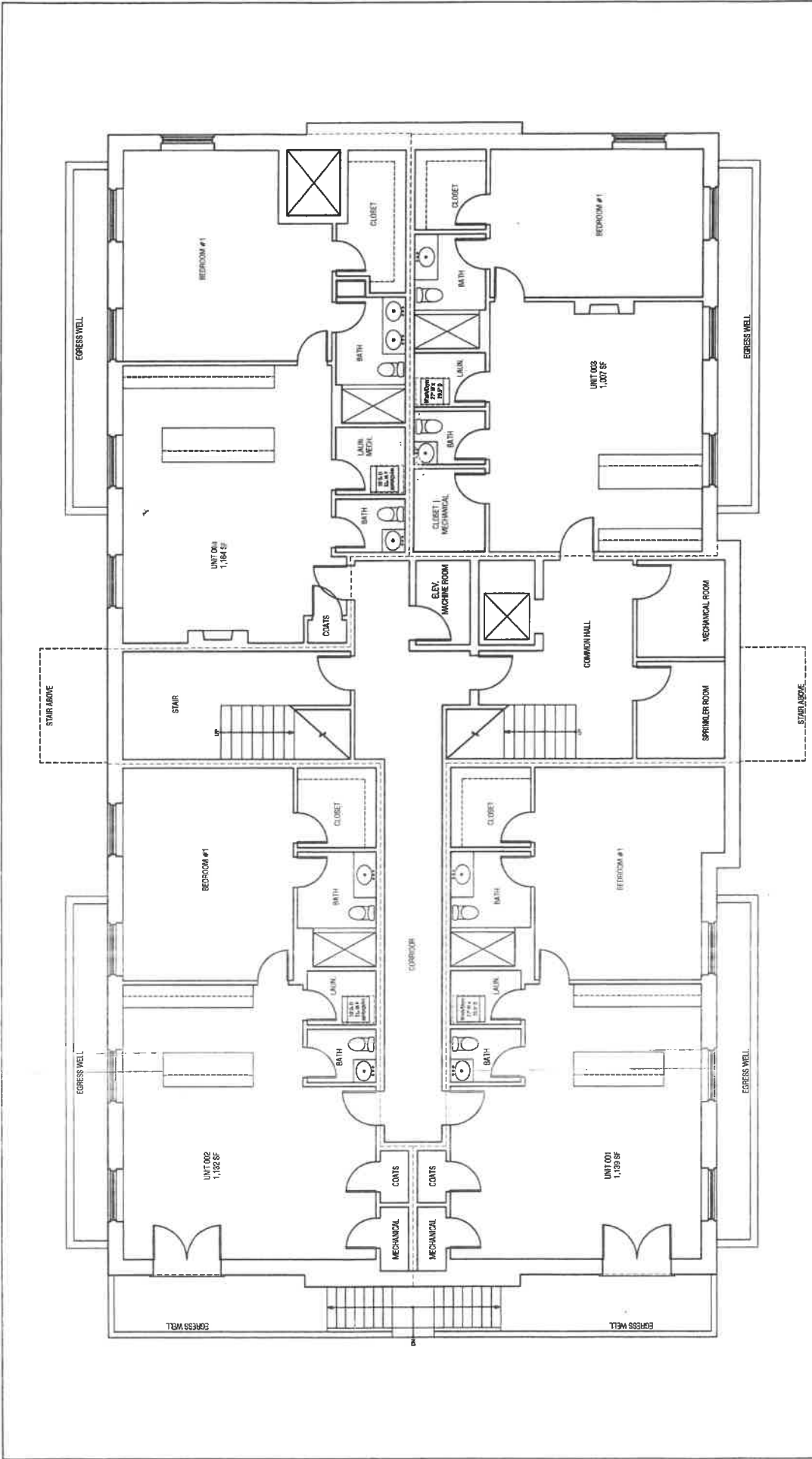
Drawing Scale:

SCHEMATIC DESIGN DRAWINGS

PITMAN & WARDLEY
ASSOCIATES
Architecture & Design
32 Church Street • Salem, MA • 978.744.8982

5 BROAD STREET
5 BROAD STREET
SALEM, MASSACHUSETTS | 01970

A0
ARCHITECTURAL

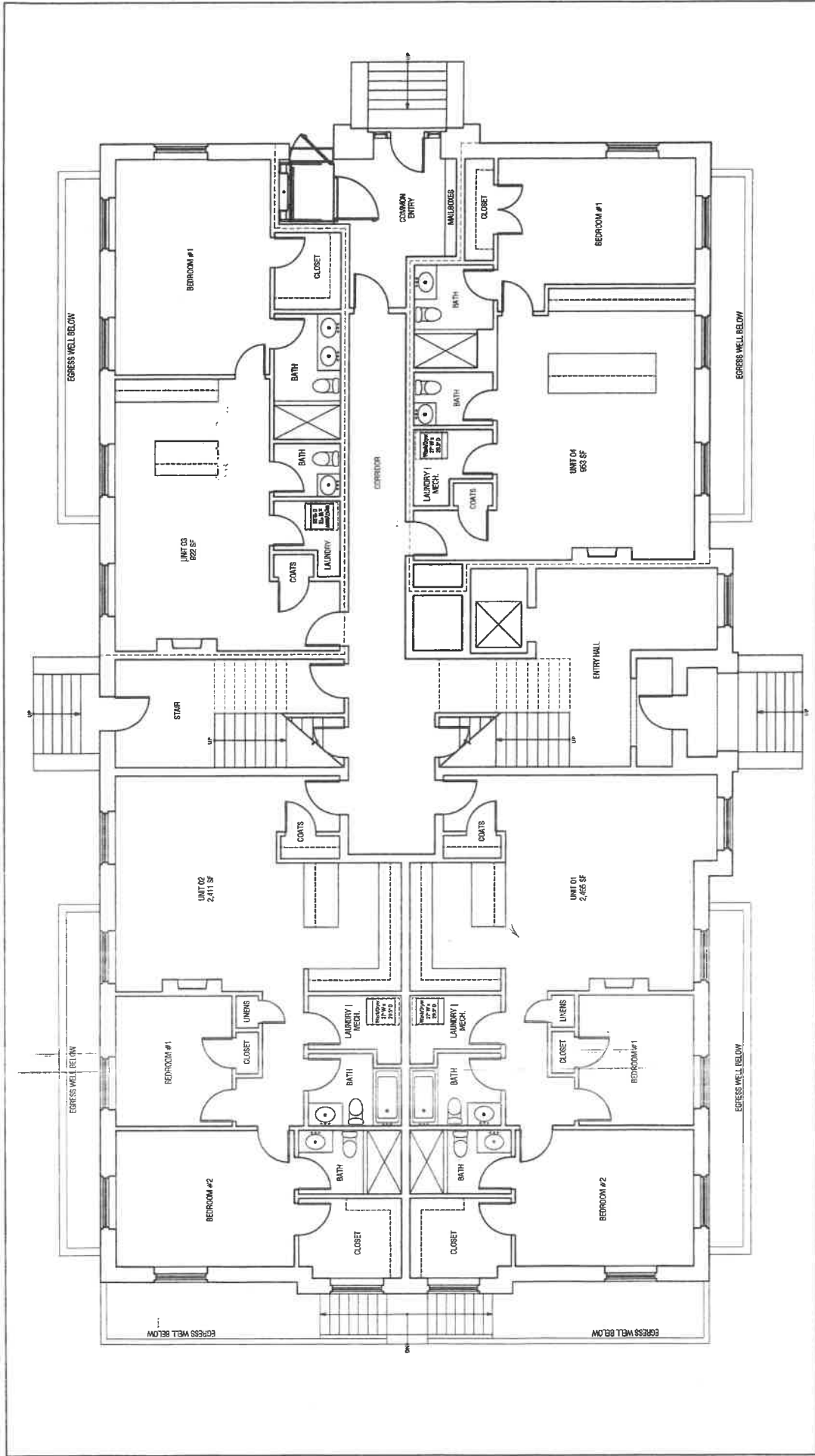


A1
ARCHITECTURAL

Date Issued: APRIL 16, 2018
 Drawing Scale: 1/8" = 1'-0"
PROPOSED LOWER LEVEL PLAN

PITMAN & WARDLEY
 ASSOCIATES
 Architecture & Design
 32 Church Street • Salem, MA • 978.744.8962

5 BROAD STREET
 5 BROAD STREET
 SALEM, MASSACHUSETTS | 01970



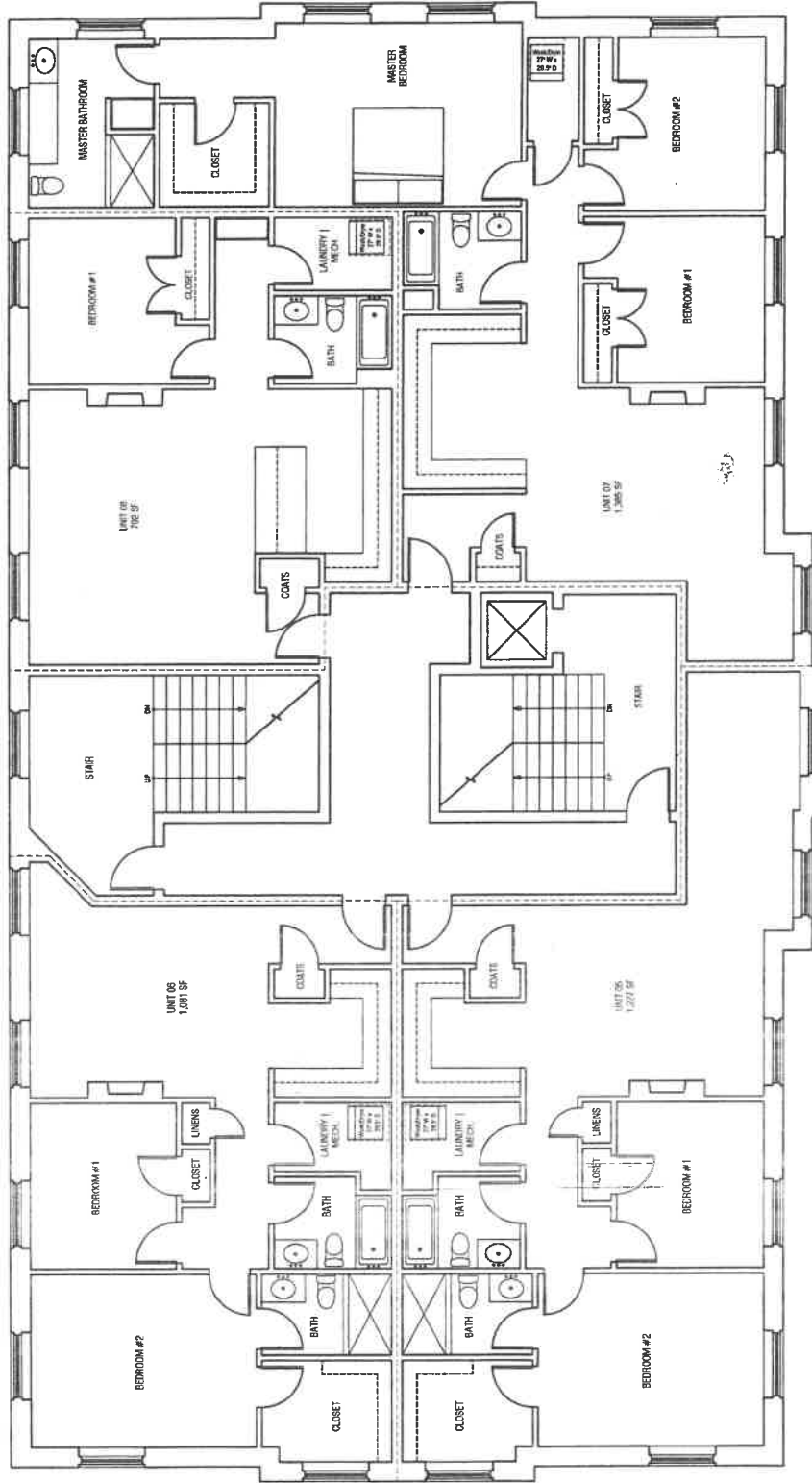
A2
ARCHITECTURAL

Date Issued: APRIL 10, 2019
Drawing Scale: 1/8" = 1'-0"

PROPOSED FIRST LEVEL PLAN

5 BROAD STREET
5 BROAD STREET
SALEM, MASSACHUSETTS | 01970

PITMAN & WARDLEY
ASSOCIATES
Architecture & Design
32 Church Street • Salem, MA • 978.744.9982

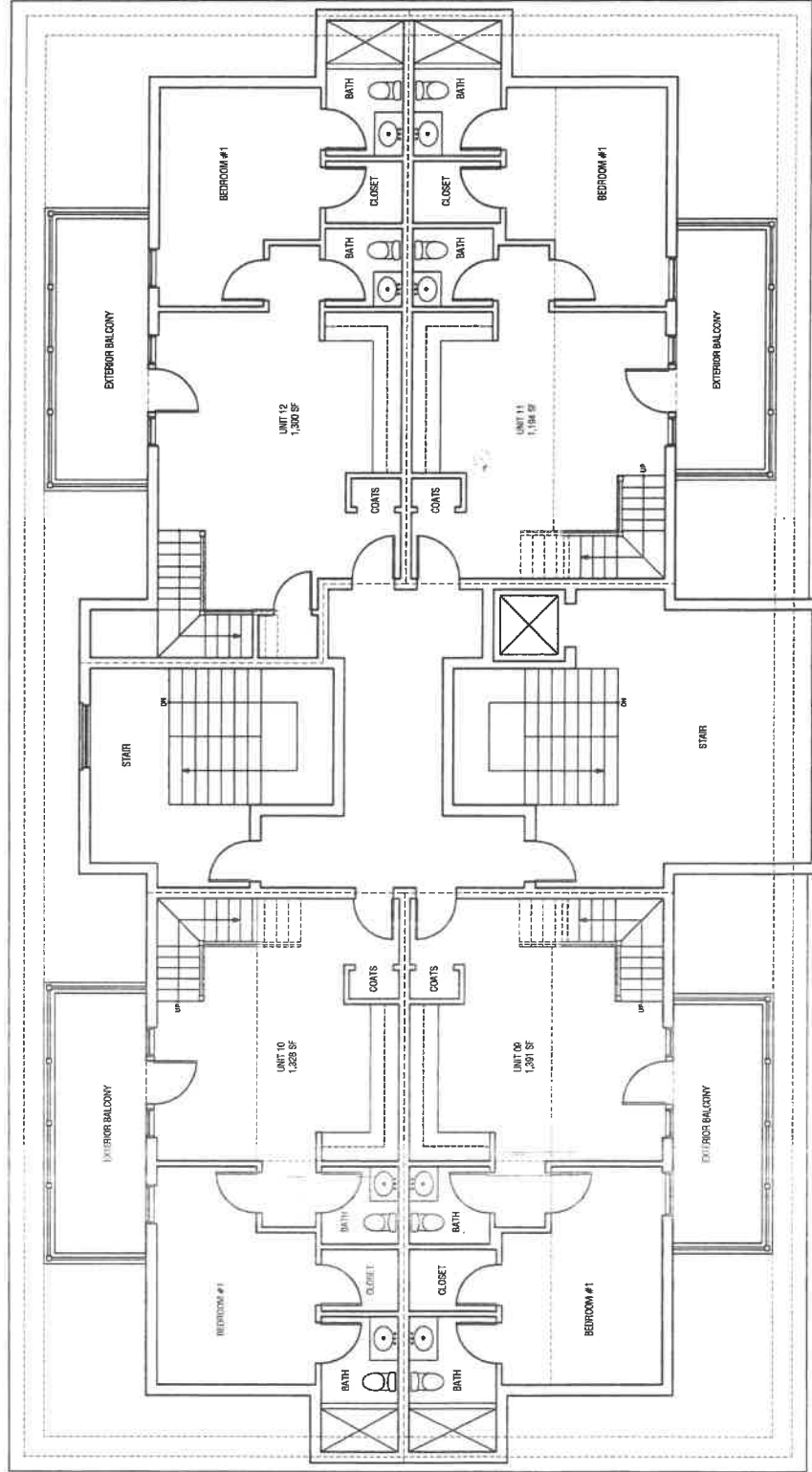


A3
ARCHITECTURAL

Date Issued: APRIL 18, 2019
 Drawing Scale: 3/8" = 1'-0"
PROPOSED SECOND LEVEL PLAN

5 BROAD STREET
 5 BROAD STREET
 SALEM, MASSACHUSETTS | 01970

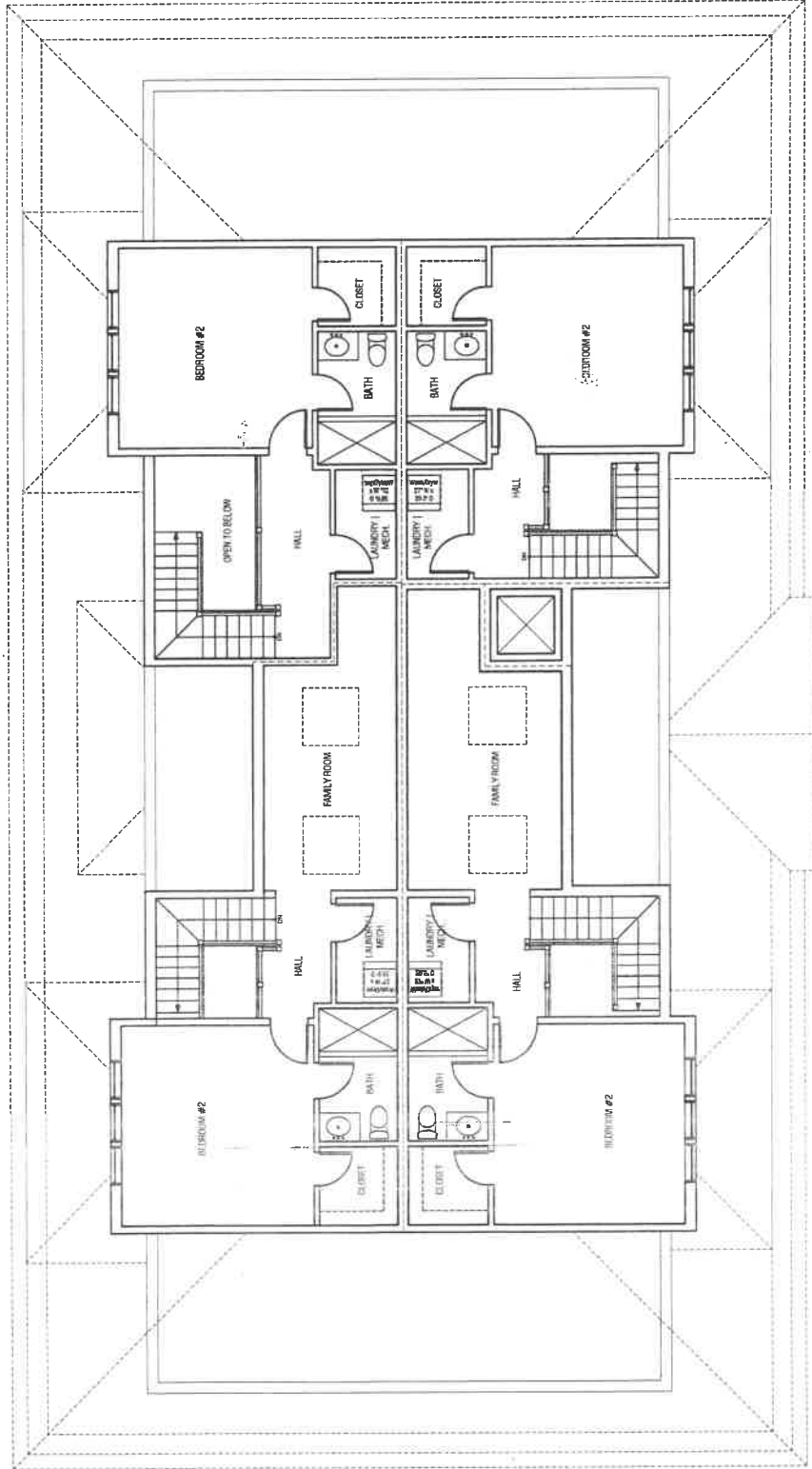
PITMAN & WARDLEY
 ASSOCIATES
 Architecture & Design
 32 Church Street • Salem, MA • 978.744.4982



Date Issued: APRIL 16, 2019
 Drawing Scale: 1/8" = 1'-0"
PROPOSED THIRD LEVEL PLAN

5 BROAD STREET
 5 BROAD STREET
 SALEM, MASSACHUSETTS | 01970

PITMAN & WARDLEY
 ASSOCIATES
 Architecture & Design
 32 Church Street • Salem, MA • 978.744.8982



Date Issued: APRIL 10, 2019
 Drawing Scale: 1/8" = 1'-0"

PROPOSED LOFT LEVEL PLAN

5 BROAD STREET
 5 BROAD STREET
 SALEM, MASSACHUSETTS | 01970

PITMAN & WARDLEY
 ASSOCIATES
 Architecture & Design
 32 Church Street • Salem, MA • 978.744.8982

A5
 ARCHITECTURAL

5 Broad Street Residences - 16 UNITS				
UNIT MIX	Price/Unit	Total	16	
Basement units	\$369,900	\$1,479,600		
1st Floor units 2BR	\$579,900	\$1,159,800		
1st Floor units 1BR	\$449,900	\$899,800		
2nd Floor units	\$519,900	\$1,559,700		
3rd Floor units	\$539,900	\$2,159,600		
Affordable Unit	\$220,000	\$220,000		
TOTAL SALES REVENUE			\$7,478,500	\$7,478,500
HARD COSTS		Per Unit	Total	
Land Cost		\$84,375	\$1,350,000	\$1,350,000
Site Prep:		\$0	\$0	
National Grid		\$2,492	\$39,875	
Parking Wall			\$50,000	
Roof Specialty (Cupola)		\$150,000	\$150,000	
Unit Construction		\$245,438	\$3,927,000	\$3,927,000.00
Unit Construction Contingency		\$5,000	\$80,000	
Landscaping & Fencing		\$3,100	\$49,600	
Appliances (No Refridgerator)		\$4,000	\$38,000	
Total Hard Costs			\$5,684,475	\$5,684,475
SOFT COSTS				
Building Permits			In building cost	
Fees			\$17,500	
Peer Reviews			\$5,000	
Engineering			\$20,555	
Architecture			\$175,000	
Landscape Architect			\$12,500	
Legal (Permitting & Closing)			\$30,000	
Insurance (Builders Risk, Gen Liability)			\$15,000	
Property Taxes			\$20,000	
Appraisal			\$2,500	
Bank Application and Fees			\$10,000	
Broker Fees			\$336,533	
Construction Loan Interest (Land Loan)			\$48,600	
Construction Loan Interest (Home Build)			\$141,372	
Marketing			\$4,000	
Accounting			\$2,500	
Soft Cost Total			\$841,060	\$841,060
TOTAL DEVELOPMENT COST			\$6,525,535	\$6,525,535
				\$952,966
Profit (or Return on Cost) Before HDIP				15%

5 Broad Street HDIP Request

	QPE (TDC Less Acquisition)	12.5% State credit request
HDIP State Tax Credit:	\$5,178,113	\$647,264

	Increment	Annual %
HDIP Local Credit Request:	10 Years	10%

Typical Condominium Unit:

Unit Value:	\$509,900
Local Tax Rate/000	\$15.10
Mil Rate	509.9
Total Tax Bill Year 1 (theoretically)	\$7,699.49

Year 1	\$769.95
Year 2	\$1,539.90
Year 3	\$2,309.85
Year 4	\$3,079.80
Year 5	\$3,849.75
Year 6	\$4,619.69
Year 7	\$5,389.64
Year 8	\$6,159.59
Year 9	\$6,929.54
Year 10	\$7,699.49



CITY OF SALEM

In City Council,

April 25, 2019

Ordered:

That Eight Hundred and Eight Thousand, Eight Hundred and Eighty-Two Dollars (\$808,882.00) is hereby appropriated to the CPA Funds for FY 2020 to the accounts listed below in accordance with the recommendation of Her Honor the Mayor.

Fund	Description	Org/Obj	Amount
2001	CPA - General Admin - Expenses	2001320-5713	36,944.00
2001	CPA - General Admin - Stipends	2001320-5150	3,500.00
2001	CPA - General Admin - Reserves	2001320-5000	525,771.00
2002	CPA - Open Space - Reserves	2002320-5000	80,889.00
2003	CPA - Historical Preservation - Reserves	2003320-5000	80,889.00
2004	CPA - Community Housing - Reserves	2004320-5000	80,889.00
			808,882.00



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

120 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TELE: 978-619-5685 ♦ FAX: 978-740-0404

April 10, 2019

Laurie Giardella, Director
City of Salem
Finance Department
93 Washington Street
Salem, MA 01970

RE: Community Preservation Committee – FY20 CPA Budget

Dear Ms. Giardella:

At the Community Preservation Committee (CPC) meeting of April 9, 2019, on the motion from Tim Shea, seconded by John Boris, the CPC voted unanimously to recommend the attached budget to the City Council for FY20 Community Preservation Act funds.

Please submit the Council Order at your earliest convenience.

Thank you for your assistance.

Sincerely,


Jane A. Guy
Assistant Community Development Director

Attachment (1)

FY20 CPA BUDGET
July 1, 2019 - June 30, 2020

ESTIMATED ANNUAL FUND REVENUES

	FY20
Estimated CPA Surcharge	\$650,000.00
Footprint Community Benefits Agreement contribution (Year 1 of 10)	\$75,000.00
State Match	\$83,882.00
TOTAL	\$808,882.00

RECOMMENDED BUDGET

Administrative Expenses	\$40,444.00
Housing Projects Reserve	\$80,889.00
Historic Projects Reserve	\$80,389.00
Open Space & Recreation Projects Reserve	\$80,889.00
FY20 Budgeted Reserve	\$525,771.00
TOTAL	\$808,882.00

Questions contact – Dan Milligan 781-907-1908

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Salem, Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Canal Street - National Grid to install 1 JO Pole on Canal St beginning at a point approximately 195 feet SSW of the centerline of the intersection of Canal St and Washington St. National Grid to install a new JO wood pole 2735-1 at the rear of the new concrete sidewalk approximately 21 1/2 feet to the north east of existing pole 2735 in front of 17 Canal St.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Canal St - Salem – Massachusetts.

No.# 27531048 March 21, 2019

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

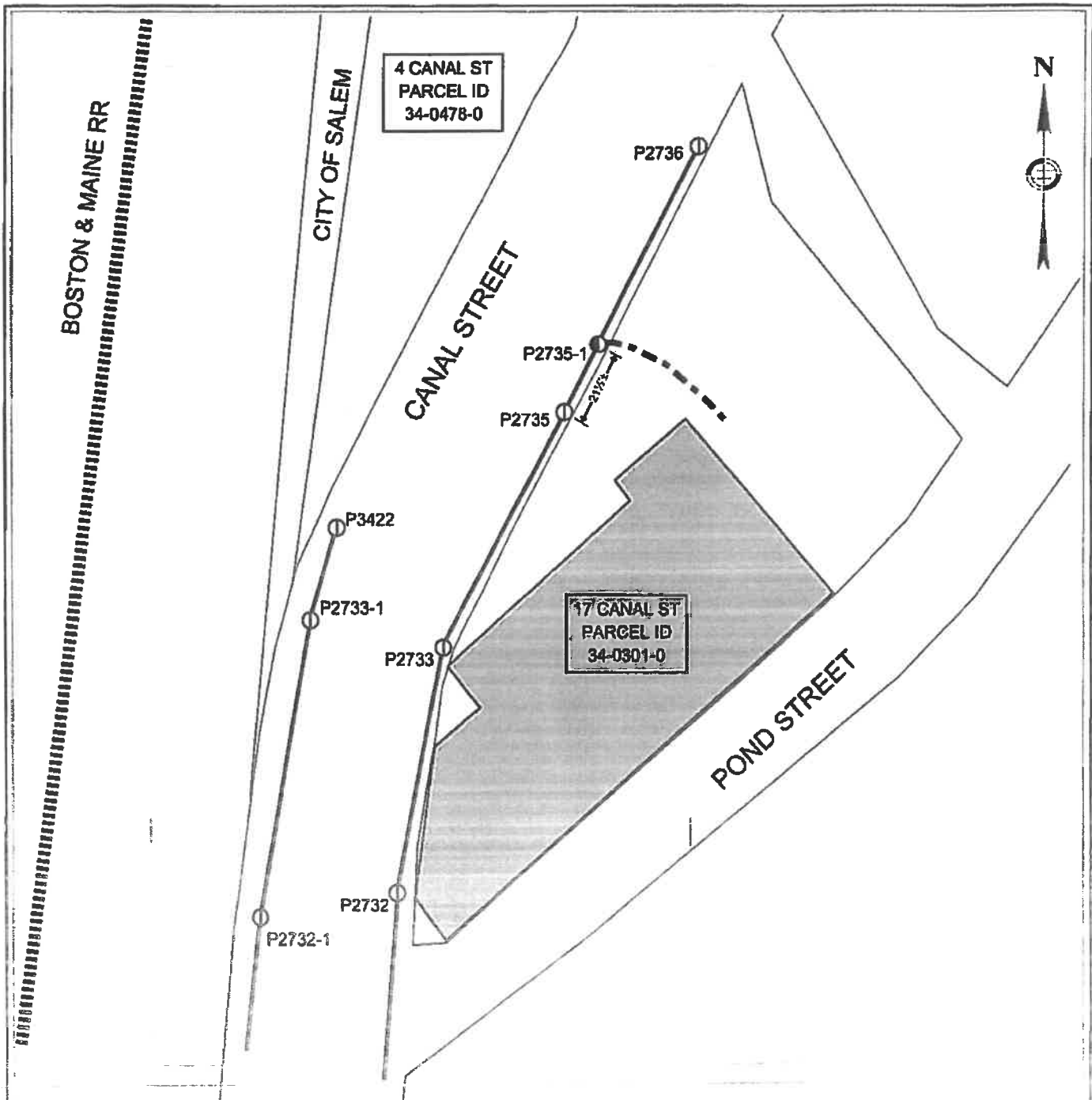
NATIONAL GRID

BY _____
Engineering Department

Robert Coulter

VERIZON NEW ENGLAND, INC.

BY _____
Manager / Right of Way



JOINT OWNED POLE PETITION

Plan Number 27531048

LEGEND

- ⊙ EXISTING JO POLE
- PROPOSED JO POLE
- EXISTING OH WIRES
- - - PROPOSED 2-4" CONDUITS

nationalgrid

and Verizon New England, Inc.

To The: **CITY OF SALEM**

For Proposed:
1 JO POLE

Location:
17 CANAL STREET

Sketch to accompany petition for:
the installation of 1 JO wood pole and appurtenances in Canal Street, Salem, Massachusetts.

Date: MARCH 20, 2019 Drawn by: MICHAEL BYRNE

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

Questions contact – Dan Milligan 781-907-1908

**Petition of the NATIONAL GRID
OF NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:**

To City Council of Salem, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked: Canal St - Salem - Massachusetts.

The following are the streets and highways referred to:

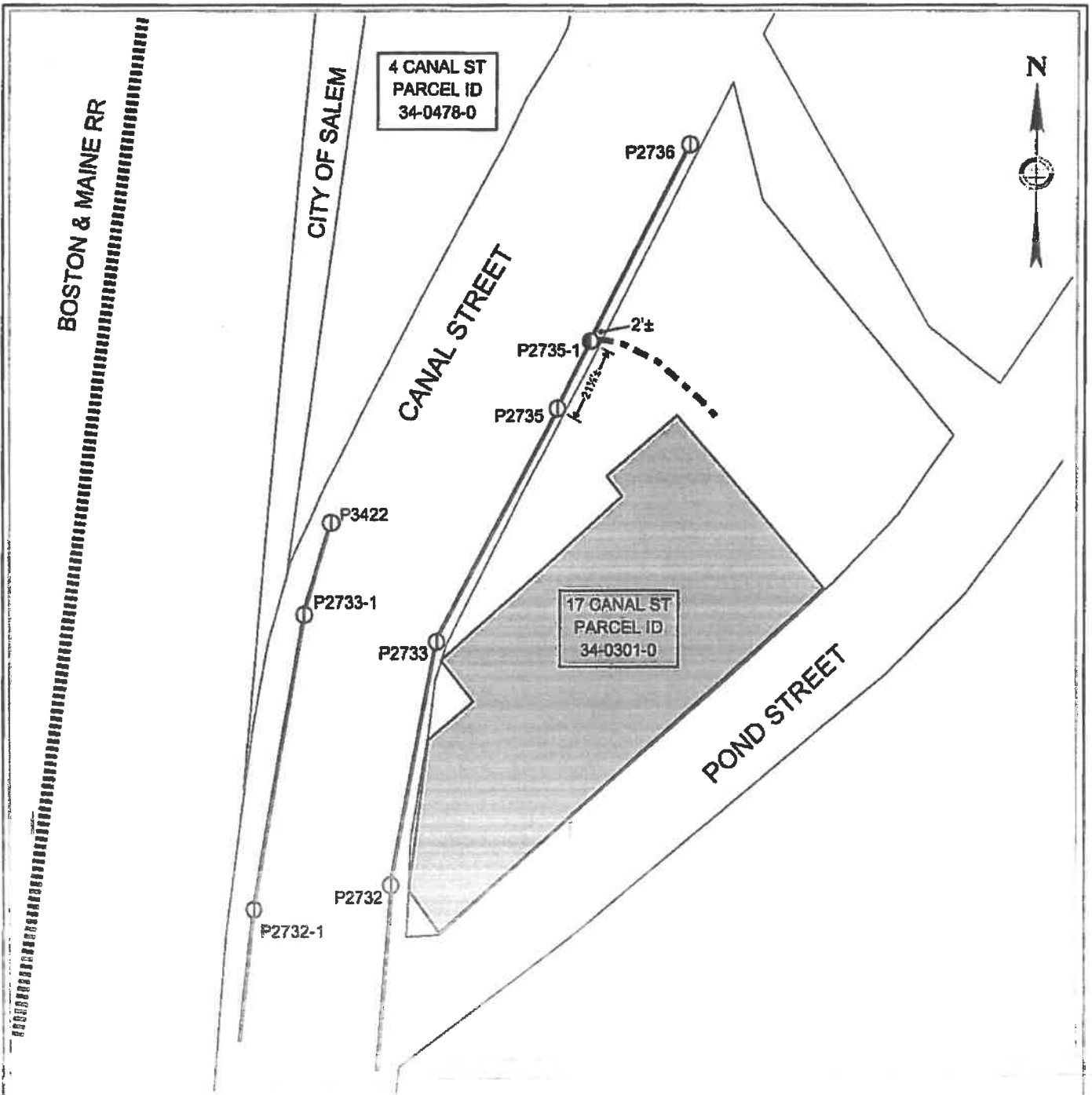
Plan # 27531048 Canal St - National Grid to install beginning at a point approximately 195 feet SSW of the centerline of the intersection of Canal St and Washington St and continuing approximately 2 feet in a SE direction. From proposed pole 2735-1 National Grid to install approximately 2 feet of 2-4 inch PVC conduits encased in concrete south east to the private property of 17 Canal St.

Location approximately as shown on plan attached

**NATIONAL GRID
BY _____
Engineering Department**

Robert Coulter

Dated: March 21, 2019



DISTRIBUTION ELECTRIC UNDERGROUND PETITION Plan Number 27531048

LEGEND

- ⊕ EXISTING JO POLE
- ⊙ PROPOSED JO POLE
- EXISTING OH WIRES
- - PROPOSED 2-4" PVC CONDUITS ENCASED IN CONCRETE

nationalgrid

To The: CITY OF SALEM

For Proposed:
2-4" PVC CONDUITS

Location:
17 CANAL STREET

Sketch to accompany petition for:
the installation of 2-4" PVC conduits encased in concrete in Canal Street, Salem, Massachusetts.

Date: MARCH 19, 2019 Drawn by: MICHAEL BYRNE

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.



City Clerk's Office
Attn: Council President Stephen Dibble
Salem City Hall
93 Washington Street
Salem, MA 01970

April 22, 2019

Dear Councillor Dibble,

Salem Main Streets respectfully requests permission to close Front Street to vehicular traffic during the Salem Arts Festival on Saturday, June 8 and Sunday, June 9 from 10:00 a.m. to 7:00 p.m. The Salem Arts Festival, a Salem Main Streets project, is a free, family-friendly festival celebrating the arts and includes an art show in Old Town Hall, a street fair, live performances, and collaborative art-making activities.

The majority of our activities this year will take place in Derby Square, Front Street, and Artists' Row. Closing the street allows us to increase performance activity and street fair vendors on Derby Square and Artists Row without worrying about crowds crossing the street safely (with good weather, we can see 7,000+ visitors over the course of the weekend). This will be the sixth year we have closed Front Street during the festival, and every year it has been hugely successful for the downtown.

Every year, we have continued to improve activation along Front Street and provide support to the businesses on the street during the weekend, and the majority of businesses have given us positive feedback about the festival, but we always feel that we could do better. We will be reaching out to Front Street businesses in early May to discuss ways to ensure that the increased foot traffic from the festival continues benefitting them as intended. We also hope to continue improving communications to impacted residents this year.

If our proposal is approved, we will again work with the Police and Fire departments to implement any security measures that they recommend. We are also proceeding through Licensing to get our usual licenses for the festival weekend.

Thank you for your consideration of this request. If you have any questions or concerns, please contact me at (978)744-0004 x115 or via email kylie@salemmainstreets.org.

Sincerely,

Kylie Sullivan
Executive Director, Salem Main Streets

Executive Director

Kylie Sullivan

Steering Committee

John Andrews
Creative Collective
John A. Boris
Boris & Associates
Beth Debski
Salem Partnership
Gina Flynn
Eastern Bank
Kate Fox
Destination Salem
Carol McLaughlin
Design Committee Chair
Rinus Oosthoek
Salem Chamber of Commerce
Mira Riffin
LEAP for Education
Jill Thompson Beach

Additional SMS Committees:

Design
Economic Development
Fundraising
Arts Festival
Farmers' Market



CITY OF SALEM, MASSACHUSETTS

**CARNIVAL, CIRCUS, CONCERT OR
SPECIAL EVENT PERMIT APPLICATION**

Pursuant to City Ordinance c. 6, Art. IV

Date: 4-22 2019

Please complete Section A and return to the City Clerk, City Hall, 93 Washington Street, Salem, for submission to the City Council for approval. Section B shall be completed upon approval of the City Council and prior to the issuance for a permit.

Section A:

TYPE OF EVENT: CARNIVAL

NAME OF BUSINESS, ORGANIZER OR SPONSOR: Wrestls Across America

NAME OF APPLICANT/RESPONSIBLE PARTY: MARIK LOVELY

APPLICANT STREET ADDRESS: 141 Tanglewood Lane

CITY: Salem STATE: MA

TELEPHONE #: 978-587-5021 EMAIL ADDRESS: NSWAA@icloud.com

EVENT DATES AND TIME: JUNE 6 - 6 PM - 10 PM - JUNE 7 - 6 PM - 10 PM - JUNE 8
1 PM - 10 PM - JUNE 9 - 1 PM - 6 PM

EVENT LOCATION: Salem Willows Field

(Please attach a site map indicating location of any stages, concessions, amusements, and the like)

PLEASE GIVE A DESCRIPTION OF THE NATURE OF THE EVENT AND INCLUDE A LIST OF ANY CONCESSIONS, AMUSEMENTS OR MECHANICAL RIDES:

18 Assorted Rides 12 Games & Food Carts

Request Fees waived

PROVIDE LAST 3 CITIES OR TOWNS IN WHICH THE APPLICANT HELD EVENTS

(Include contact information and letter of recommendation from all three)

CHIEF OF POLICE RECOMMENDATION (See Sec. 6-121 of Ordinance)

① VENDOR TO PROVIDE CORE CHECKS ON ALL CARNUVAL EMPLOYEES PRIOR TO EVENTS
② PROVIDE 24/7 CONTACT INFORMATION FOR EVENTS

COMMENTS:

APPROVE

DENY

[Signature]
POLICE CHIEF - ALG/ALG

FIRE CHIEF RECOMMENDATION (See Sec. 6-121 of Ordinance)

COMMENTS: PLEASE SEE ATTACHED CONDITIONS

APPROVE

DENY

[Signature]
FIRE CHIEF

Signature of Applicant: *[Signature]*

ANY FALSE STATEMENT MADE ON THIS APPLICATION IS GROUNDS FOR DENIAL

Total Fee: _____

Before the City Council on _____

APPROVED

DENIED

CITY CLERK

Section B: Following the approval of the City Council, applicant must circulate the application to the departments listed below for approval. Applicant must also submit a certificate of insurance to the City clerk.

DEPARTMENT

SIGNATURE

DATE

BUILDING/PLUBMING
(See Sec. 6-122 of Ordinance)

BOARD OF HEALTH

ELECTRICAL

FIRE

SEALER OF WEIGHTS/MEAS.

CITY CLERK - INSURANCE ON FILE



CITY OF SALEM, MASSACHUSETTS

FIRE DEPARTMENT

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

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

**FIRE PREVENTION
BUREAU**
978-745-7777

April 22, 2019

Conditions for Carnival June 6 – June 9, 2019
Salem Willows Field
Salem, MA 01970

- The amusement operator, Cushing Amusements, shall not provide nor allow the housing of their workers in retrofitted box trailers or any other temporary means of housing including mobile homes, campers or motor vehicles on the carnival site.
 - State inspection shall be performed at least one day prior to the scheduled opening of the carnival. Cushing Amusements shall give notice to both Building and Fire Departments when the State inspectors are on site.
 - Cushing Amusements shall make inspection appointments with Building, Health and Fire Departments one week prior to the opening of the carnival and prior to State inspection.
 - A minimum 4 foot high continuous barrier, approved by Building and Fire Departments, shall be provided around carnival site.
 - A site drawing listing rides, concessions and games along with a site safety plan including contact information for the daily site manager shall be approved one week prior to the opening of the carnival.
-
- For information and/or questions contact Chief Giunta at 978-744-6990.

JG

