



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Office of the Mayor

October 12, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

I reappoint, subject to City Council confirmation, the following members of Affordable Housing Trust Fund to new 2-year terms to expire October 26, 2025.

<b>Name</b>	<b>Address</b>
Christopher Malstrom	45 Essex St #1
Lynda Fairbanks- Atkins	24 Pickman St #B

I recommend confirmation of their reappointments to the committee and ask that you join me in thanking Mr. Malstrom and Ms. Fairbanks-Atkins for their continued dedicated service and commitment to our community.

Sincerely,

Dominick Pangallo  
Mayor

City of Salem

In City Council October 26, 2023.

Council moved to split the question.

Christopher Malstrom's Appointment held until the next meeting November 16, 2023

Lynda Fairbanks-Atkins Approved by RCV 11-0-0



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

October 26, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts

Dear Councillors,

I am pleased to appoint Megan Boyle, LICSW, CSW, RYT, of 21 Conant Street #2 to the Affordable Housing Trust Fund Board for a one-year term to expire October 28, 2024.

Ms. Boyle is currently the Director of Specialized Housing at the Pine Street Inn in Boston, and serves as a Psychotherapy Clinician in private practice in Salem, as well. She has previously worked as a Social Worker and Psychotherapist in various capacities throughout the North Shore and beyond. She is an engaged Salem resident, and passionate about addressing the housing issues facing our community.

I strongly recommend confirmation of Ms. Boyle's appointment to the Affordable Housing Trust Fund Board. We are fortunate that she is willing to volunteer in this important role and lend her time and dedication to this important board and its work.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

Office of the Mayor

October 26, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear Councillors:

I am pleased to appoint Kelly Tyler-Lewis of 23 Warren Street to the Historic Commission as a member to complete a three-year term to expire April 11, 2025. This seat was previously held by Jamie Graham, who was appointed to a regular member seat in February of 2022. Ms. Tyler-Lewis has been serving as an alternate member of the Historical Commission since November of 2022.

Ms. Tyler-Lewis and her family own a historic 1838 Greek Revival property in Salem and, for the last 18 years, have worked to restore and renovate it, with the guidance of the Commission. Ms. Tyler-Lewis is a writer and historian by profession, the author of *The Lost Men* about Ernest Shackleton's trans-Antarctic expedition, a former consulting historian for the British Film Institute, and a producer, writer, and director for WGBH Educational Foundation's NOVA series and films, as well as WGBH Interactive. She holds a Bachelor's degree in history from Harvard University and has served as a visiting scholar for the Scott Polar Research Institute. Ms. Tyler-Lewis has volunteered as a jury member for the Salem Film Festival and on the standing committee of the First Church.

I strongly recommend confirmation of Ms. Tyler-Lewis's appointment to the Historical Commission. We are fortunate that she is willing to serve our community in this role and lend her passion and her perspective to the Commission and its work.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

October 26, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear Councillors:

I am very pleased to appoint Emily Ullman, of 4 Buffum Street, to the Salem Housing Authority Board for a five-year term to expire October 26, 2028. This is the seat most previously filled by Ms. Charity Lezama.

Ms. Ullman is currently a Senior Strategist of Special Projects for the Massachusetts Department of Elementary and Secondary Education/Schoolworks, with a special focus on Equity and Impact. Ms. Ullman is deeply engaged in our community, having worked for eight years as the Director of Community Engagement and Partnerships for the Salem Public Schools as well as Adjunct Faculty at Salem State University. She is especially proud of leading Salem's collective impact initiative in conjunction with the *By All Means Initiative* at Harvard University's Education Redesign Lab. Her background in non-profits, cross-sector partnerships, social justice, youth development and the arts gives her the ability to balance strategic vision and an eye toward detail and has prepared her well to serve on this Board.

I strongly recommend confirmation of Ms. Ullman to the Salem Housing Authority Board. We are fortunate that she is willing to serve our community in this important role and lend her expertise and dedication to the board and its work.

Very truly yours,

Dominick Pangallo  
Mayor  
City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor  
Office of the Mayor

October 26, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear Councillors:

I am pleased to re-appoint the following members to the Salem Food Policy Council for the terms specified below:

- **Allison Caffrey**, of 35 Congress Street #2350, Salem to a three year term to expire November 17, 2026
- **Flora Cordoleani**, of 52 Webb Street, Salem to a three year term to expire November 17, 2026.

I recommend confirmation of their re-appointments and invite you to join me in thanking them for their service and dedication to our community and to addressing issues of food security, access, and nutrition in our city.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

Office of the Mayor

November 16, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear Councillors:

I am pleased to appoint Rebecca Fisher, of 6 Orne Square, to the Public Art Commission. Ms. Fisher will be completing a term for the seat that was recently vacated by Janine Liberty due to increased demands at work. This term will expire on November 15, 2024.

Ms. Fisher is a Senior Art Advisor at TurningArt in Boston, where she works with thousands of local artists to provide collections of art – by curating, commissioning, procuring, leasing, framing, shipping and installing - to her corporate clients. Her background includes work at the American Museum of Natural History, Smithy Center for the Arts, and the Glimmerglass Opera. She holds a Master's Degree in Museum Studies from Columbia University in addition to a Bachelor's Degree in Philosophy from Colgate University. She is enthusiastic to use her skills and experience to support public modern art in Salem.

I strongly recommend confirmation of Ms. Fisher's appointment to the Public Art Commission. We are fortunate that she is willing to volunteer in this important role and lend her time and dedication to this important board and its work.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

Office of the Mayor

November 16, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear Councillors:

I am pleased to appoint Erin Turowski, DVM, of 63 Palmer Street, #3, to the Traffic & Parking Commission for a three-year term to expire November 16, 2026.

Ms. Turowski is the Founder of Salem's Safe Walking Advocacy Group (SWAG) which she created as an avenue for Salem residents to organize and discuss traffic safety issues. She has lived downtown for seven years, and has experienced heavy road congestion during that time, both as a driver and as a pedestrian. She is an avid reader of the works of well-known urban planning experts, and she is eager to work toward improving traffic flow, reducing congestion, optimizing parking requirements and locations, and protecting the safety of pedestrians and other vulnerable road users. In addition to her doctoral work as a Veterinarian, Erin has earned an engineering degree, and has training in agricultural facility design. She is an engaged Salem resident, and passionate about addressing the issues facing our community around traffic, parking and transit, with a particular focus on improving safety for all in our community.

I strongly recommend confirmation of Ms. Turowski's appointment to the Traffic & Parking Commission. We are fortunate that she is willing to volunteer in this important role and lend her time and dedication to this important board and its work.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

November 16, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts

Dear Councillors,

I am pleased to reappoint Filipe Zamborlini of 62 Perkins Street #3, to the Affordable Housing Trust Fund Board for a new one-year term to expire November 16, 2024.

I strongly recommend confirmation of his reappointment to the Affordable Housing Trust Fund Board and ask that you join me in thanking Mr. Zamborlini for his continued dedicated service and commitment to our community.

Sincerely,  
*Dominick Pangallo*

Dominick Pangallo  
Mayor  
City of Salem





**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

November 16, 2023

Salem City Council  
93 Washington Street  
Salem, MA 01970

Dear Councillors:

I re-appoint Antonio L. Vieira of 58 Washington Street #2R, Peabody, to serve as a Constable in the City of Salem for a term of three years to expire November 16, 2026.

Sincerely,

A handwritten signature in black ink, appearing to read "Dominick Pangallo".

Dominick Pangallo  
Mayor  
City of Salem



CHIEF OF POLICE

LUCAS J. MILLER

# City of Salem, Massachusetts

## Police Department Headquarters

95 Margin Street

Salem, Massachusetts 01970

(978) 744-2204

07 November 2023

Mayor Dominick Pangallo  
Salem City Hall  
93 Washington Street  
Salem, Massachusetts 01970

**Re: Constable Reappointment Application (Antonio Vieira)**

Dear Mayor Pangallo,

Mr. Antonio L. Vieira, 58 Washington Street (2R), Peabody, has submitted his application for re-appointment as a constable with the City of Salem. He has served as a constable in Salem since 1995.

The required criminal indices checks on Mr. Vieira have been completed and no derogatory information that would preclude him from reappointment has surfaced. I interviewed him on 07 November 2023 at which time he reaffirmed his responsibilities to comply with the requirements of the Salem City Ordinance, Chapter 32, Section 19 (as amended May 15, 2017).

Based on the information provided by Mr. Vieira on his application, the results of his criminal history checks and my interview with him, Mr. Vieira meets the standards for reappointment and continued service as a constable with the City of Salem.

Mr. Vieira's application is hereby forwarded for your review, consideration and presentation to the City Council should you elect to reappoint him.

Sincerely,

A handwritten signature in black ink, appearing to read "Lucas J. Miller".

Lucas J. Miller  
Chief of Police

Encl.

cc: constable file



# CITY OF SALEM

In City Council,

November 16, 2023

**Ordered:**

To accept the donation of One Thousand Five Hundred Dollars (\$1,500.00) from Christopher and Heather Amodeo. The donation is to be deposited into the Parks and Recreation Donation Fund 2406 (24061-4830) for a standard bench in accordance with the recommendation of His Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo

Mayor

November 16, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed is a request to accept a donation from Christopher and Heather Amodeo in the amount of One Thousand Five Hundred Dollars. These funds will be deposited into the parks and Recreation Donation Fund 24-06 (24061-4830) for a standard bench.

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

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



CITY OF SALEM, MASSACHUSETTS  
PARK, RECREATION & COMMUNITY SERVICES  
401 Bridge Street, Salem MA 01970  
(978) 744-0924  
Fax (978) 219-1665

Dominick Pangallo  
MAYOR

Trish O'Brien  
SUPERINTENDENT

October 30, 2023

Dear Mayor Pangallo,

I am writing to request the acceptance of a \$1,200.00 check written to the City of Salem for a bench donation of \$1,200.00 from Mark and Maureen Caron for a Park and Recreation Donation. The amount to be deposited into the Park and Recreation Donation account 24061-4830.

Thank You

Sincerely,

*Trish O'Brien*

Trish O'Brien  
Superintendent, City of Salem  
Park, Recreation and Community Services  
Jean A. Levesque Community Life Center



# CITY OF SALEM

In City Council,

November 16, 2023

**Ordered:**

To accept the donation of One Thousand Two Hundred Dollars (\$1,200.00) from Mark and Maureen Caron. The donation is to be deposited into the Parks and Recreation Donation Fund 2406 (24061-4830) for a standard bench in accordance with the recommendation of His Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**  
Dominick Pangallo  
Mayor

November 16, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed is a request to accept a donation from Mark and Maureen Caron in the amount of One Thousand Two Hundred Dollars. These funds will be deposited into the parks and Recreation Donation Fund 24-06 (24061-4830) for a standard bench.

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

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



CITY OF SALEM, MASSACHUSETTS  
PARK, RECREATION & COMMUNITY SERVICES  
401 Bridge Street, Salem MA 01970  
(978) 744-0924  
Fax (978) 219-1665

Dominick Pangallo  
MAYOR

Trish O'Brien  
SUPERINTENDENT

November 6, 2023

Dear Mayor Pangallo,

I am writing to request the acceptance of a \$1,500.00 check written to the City of Salem for a bench donation of \$1,500.00 from Christopher and Heather Amodeo for a Park and Recreation Donation. The amount to be deposited into the Park and Recreation Donation account 24061-4830.

Thank You

Sincerely,

*Trish O'Brien*

Trish O'Brien  
Superintendent, City of Salem  
Park, Recreation and Community Services  
Jean A. Levesque Community Life Center





# CITY OF SALEM

In City Council, November 16, 2023

## Ordered:

Upon payment of an unpaid parking fine and the donation of two non-perishable items or canned goods to be donated to local food pantries, the City Collector shall waive, from December 1, 2023 – December 23, 2023, up to thirty dollars in late fees added to an unpaid parking fine, as provided in Section 17A of the City of Salem Traffic Code. The Collector shall not waive any surcharge imposed by the Massachusetts Registry of Motor Vehicles if the Collector has notified the Registry of Motor Vehicles of an unpaid fine and a nonrenewal of license and/or registration has been recorded by the Registry of Motor Vehicles.



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

November 16, 2023

Salem City Council  
93 Washington Street  
Salem, MA 01970

Dear Councillors:

The enclosed Order authorizes our annual parking ticket amnesty program to waive up to \$30 in late fees on parking violations in exchange for a donation of canned goods and non-perishable items between December 1 and December 23, 2023. All donations will go to local Salem food pantries.

The “Peas for Fees” program is an annual tradition in Salem and is successful bringing in donations of food for those in need and also additional receipts for the City. In the spirit of the holidays, this amnesty program will once again give individuals who owe late fees an incentive to pay their tickets, providing additional food supplies to very needy food pantries and hopefully resulting in an extra infusion of funds for the City.

This has been a practice that has been used in Massachusetts and other communities across the country to provide residents and others with a benefit that relieves late penalties. While the City benefits from recovering unpaid ticket revenues, the added advantage to this initiative is the receipt of the canned goods, which are donated to local food pantries during the holiday season.

I recommend adoption of the enclosed Order.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



# CITY OF SALEM

In City Council, November 16, 2023

## Ordered:

Parking at all City owned lots, garages, and on-street spaces shall be free of charge on the following days:

1. Friday, November 24
2. Saturday, November 25
3. Sunday, November 26
4. Friday, December 22
5. Saturday, December 23
6. Sunday, December 24
7. Monday, December 25



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

November 16, 2023

Salem City Council  
93 Washington Street  
Salem, MA 01970

Dear Councillors:

As we do each year, we are proud to celebrate Small Business Saturday here once again in Salem, this year on Saturday, November 25th.

Falling between Black Friday and Cyber Monday, Small Business Saturday is a day to celebrate and support the small, independently owned businesses that are so critically important to our local economy. As the holiday season approaches, I hope all Salem residents will shop local first and support our small businesses. I am pleased to participate in Small Business Saturday and celebrate our local small businesses throughout Salem.

As we do each year, to support the occasion, the City intends to provide free parking at all municipal lots, garages, and meters for the weekend following Thanksgiving and around the Christmas holiday, to help encourage more people to shop local this holiday season. The enclosed Order authorizes free parking for November 24<sup>th</sup>-26<sup>th</sup> and for the December holiday season for December 22<sup>nd</sup>-25<sup>th</sup>.

I recommend adoption of the enclosed Order.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



# CITY OF SALEM

In City Council, November 16, 2023

**Ordered:** The City of Salem shall continue to provide Means-Tested Senior Citizen Property Tax Exemptions, also known as the senior tax work off program, for an additional three years as provided in Chapter 228 of the Massachusetts Acts of 2020, concluding on December 31, 2026.



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

November 16, 2023

Salem City Council  
93 Washington Street  
Salem, MA 01970

Dear Councillors:


In 2019 the City advanced a special act via home rule petition that would eventually become Chapter 228 of the Acts of 2020. This law created a new property tax exemption for older adults in Salem that was more far-reaching and deeper than that provided for in existing state law. This program, the Salem Senior Tax Exemption Program (STEP), allows qualifying older adults to deduct a percentage of their circuit breaker income tax credit from the annual property tax bill.

The circuit breaker income tax credit threshold is higher than that for the conventional senior property tax exemption, allowing more Salem residents to qualify for the program than otherwise would. Additionally, where the standard exemption does not adjust based on changes in cost-of-living, the circuit breaker does adjust based on cost-of-living, so the STEP exemption adjusts, as well. Lastly, STEP eliminates the asset restrictions imposed by the standard exemption, to ensure that older adults who may be “house rich” but income limited are not disqualified from the exemption.

This program reflects our ongoing commitment to be a more age-friendly and affordable community. We want Salem to be a place where residents of all ages can live and grow older in comfort. Property tax burdens fall disproportionately on those with static incomes, of whom our older adults make up a disproportionate share of the population. We have an obligation to identify strategies, policies, and approaches that help mitigate these burdens to ensure that Salem continues striving to be an affordable and livable community for all.

As specified in subsection (e) of the Act, this program expires after three years, unless the City Council votes to reauthorize it for an additional three years. The enclosed Order effectuates that re-authorization. I strongly recommend adoption of the enclosed Order and invite you to contact myself or our Director of Assessing Stephen Cortes with any questions you may have.

Sincerely,

  
Dominick Pangallo  
Mayor  
City of Salem



MAYOR  
DOMINICK PANGALLO

# CITY OF SALEM, MASSACHUSETTS

ASSESSING DEPARTMENT  
93 WASHINGTON STREET  
SALEM, MA 01970  
TEL. (978) 619-5608  
FAX (978) 744-2069

DIRECTOR OF ASSESSING  
STEPHEN CORTES

BOARD OF ASSESSORS  
RICHARD W. JAGOLTA, JR.  
ROBERT F. MILLERICK  
TINA ZELANO

November 2, 2023

Honorable Mayor Dominick Pangallo  
93 Washington Street  
Salem, MA 01970

RE: Means-Tested Senior Citizen Property Tax Exemptions Order

Dear Mayor Pangallo:

Enclosed herewith is a draft council order extending the authorization to provide Means-Tested Senior Citizen Property Tax Exemptions. The City Solicitor has prepared the order and I respectfully request that this be submitted to the City Council for their approval.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Cortes".

Stephen Cortes  
Director of Assessing

## Acts (2020)

### Chapter 228

#### AN ACT AUTHORIZING THE CITY OF SALEM TO ESTABLISH A MEANS-TESTED SENIOR CITIZEN PROPERTY TAX EXEMPTION

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. (a) Notwithstanding any general or special law to the contrary, and subject to subsections (b) to (e), inclusive, the city of Salem shall reduce the property taxes due on a qualifying property by the amount equal to 50 per cent of the amount of the circuit breaker income tax credit, provided under subsection (k) of section 6 of chapter 62 of the General Laws, that the applicant received in the year prior to the application being filed; provided however, that there shall be a dollar cap on the total exemptions granted pursuant to this act equal to 0.5 per cent of the fiscal year's total residential property tax levy for the city of Salem with the total exemption amount granted pursuant to this act allocated proportionally within the tax levy on all residential taxpayers. In the event that the dollar cap is reached, a reduction shall be reduced proportionally. The property taxes due on such property shall not be reduced below zero. This reduction shall not be in addition to any exemption allowable under the General Laws.



For the purposes of this act, the term “parcel” shall mean a unit of real property as defined by the assessors under the deed for the property and shall include a condominium unit.

(b) Real property shall qualify for the exemption under this act if all of the following criteria are met:

(i) the qualifying real property is owned and occupied by a person who qualified for and received the circuit breaker income tax credit the previous year under subsection (k) of section 6 of chapter 62 of the General Laws;

(ii) the qualifying real property is owned by a single applicant age 65 or older at the close of the previous year or owned jointly by persons either of whom is age 65 or older at the close of the previous year and if the joint applicant is 60 years of age or older;

(iii) the qualifying real property is owned and occupied by the single applicant or by the joint applicants as their domicile;

(iv) the single applicant or at least 1 of the joint applicants has been domiciled and owned a home in the city of Salem for at least the 10 consecutive years preceding the filing of the application for the exemption;

(v) the maximum prior year assessed value of the domicile is not greater than the prior year’s maximum assessed value for qualification for the circuit breaker income tax credit under said subsection (k) of said section 6 of said chapter 62 as adjusted annually by the department of revenue; and

(vi) the board of assessors has approved the application.

(c) A person who seeks to qualify for the exemption under this act shall, before the deadline established by the board of assessors, file an application, on a form to be adopted by the board of assessors along with the supporting documentation of the filed income tax return of the applicant showing the circuit breaker tax credit. The application shall be filed each year for which the applicant seeks the exemption.

(d) No exemption shall be granted under this act until the department of revenue certifies a residential tax rate for the applicable tax year where the total exemption amount is raised by a burden shift within the residential tax levy.

(e) The exemption provided for in this act shall expire after 3 years of implementation, provided, however, that the city of Salem may reauthorize the exemption for additional 3-year intervals by a vote of the city council.

SECTION 2. This act shall take effect upon its passage. Approved, December 21, 2020.

# City of Salem

*In the year Two Thousand and Twenty-Three*

## **An Ordinance Relative to Traffic**

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

**Section 1.** Section 75 of Article V-A be amended by repealing the following:

Lynn Street – Parking Prohibitions Towing Zone (Resident Sticker) Zone C-Color Green-easterly side, from Andover Street to Federal Street. (1/12/87)

And inserting:

Lynn Street – Parking Prohibitions Towing Zone (Resident Sticker) Zone C-Color Green – from River Street to Federal Street, both sides, except where parking is prohibited.

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



City of Salem, Massachusetts
Office of the City Council
City Hall



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

MEMO TO: Lt. David Tucker Police Traffic Division
FROM: Councilor Watson-Felt DATE: November 14, 2023

In accordance with the Council Rule 32A, I hereby request your recommendation for the following Traffic Ordinance:

NAME OF STREET Lynn Street

TYPE OF STREET CHANGE Parking Prohibitions Towing Zones (Resident Sticker)

DESCRIPTION OF AREA WHERE CHANGE IS REQUESTED Lynn Street

COUNCILLOR'S COMMENTS/EXPLANATION The existing resident sticker parking restrictions on Lynn Street did not cover the entire street, which appears to be an oversight. This ordinance change repeals the current language and replaces it with language covering the entire street.

POLICE TRAFFIC DIVISION RECOMMENDATION

The Police Traffic Division hereby submits the following recommendation for the above request:

XX APPROVAL

DENIAL

TRIAL PERIOD

CHAPTER: 42 SECTION: 75 TITLE: Parking Prohibitions Towing Zones (Resident Sticker)

DESCRIPTION: Repeal: Lynn Street - Parking Prohibitions Towing Zone (Resident Sticker) Zone C-Color Green-easterly side, from Andover Street to Federal Street. (1/12/87)

Replace with: Lynn Street - Parking Prohibitions Towing Zone (Resident Sticker) Zone C-Color Green - from River Street to Federal Street, both sides, except where parking is prohibited.

COMMENTS (IF ANY):

Handwritten signature of Lt. David Tucker

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE



## CITY OF SALEM

In City Council, November 16, 2023

**ORDERED:** That the flag of the Massachusetts tribe at Ponkapoag be displayed in Council Chambers near the Naumkeag Portrait



## CITY OF SALEM

In City Council, November 16, 2023

**ORDERED:** That Council Order #658 of 2022 which remains in the Committee on Community and Economic Development (co-posted with the Committee of the Whole) relative to Haunted Happenings debriefing for 2022 be updated to reflect the year 2023 and that the invitees remain the same and the location remains at the Community Life Center. (see backup for original order)



## CITY OF SALEM

In City Council November 17, 2022

**ORDERED:** That the Committee on Community and Economic Development co-posted with the Committee of the Whole meet to hold a Haunted Happenings 2022 debriefing conversation with the goal of hearing data on visitors, revenues and expenses as well as collecting feedback from organizers, programmers and operation personnel of the 2022 Halloween season.

The meeting shall be held at the Mayor Jean Levesque community life center at 401 Bridge St to allow for a round table discussion with community planning partners and city staff, including inviting representatives from Destination Salem, Salem Chamber of Commerce, Salem Main Streets, The Creative Collective and the MBTA. The Mayor, Chief of Police, DPS, Parks and Rec, Finance, Legal, Health Agent, Board of Health, and Fire Chief are encouraged to send a representative to attend with information on the City's performance for the Halloween Season.

In City Council November 17, 2022  
Adopted as Amended

ATTEST:

ILENE SIMONS  
CITY CLERK

## **Salem City Council Land Acknowledgment**

The Salem City Council honors that this land is Naumkeag, or fishing place, where generations of Naumkeag people from the Pawtucket band of the Massachusetts Tribe lived and passed through for centuries.

We acknowledge that this is unceded Indigenous land and also acknowledge the Massachusetts Tribe, who continue to honor and hold this land into the present.

Salem's City Council is committed to having ongoing meaningful dialogue with the indigenous peoples who have presence in Salem in order to dismantle the legacies of oppression and inequities that persist today.



# PRESERVATION RESTRICTION AGREEMENT

Between the

PICKERING FOUNDATION

and the

CITY OF SALEM, MASSACHUSETTS

BY AND THROUGH THE SALEM HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the PICKERING FOUNDATION, located at 18 Broad 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 the Pickering House (hereinafter referred to as "**the House**") and Barn (hereinafter referred to as "**the Barn**", the House and Barn together being hereinafter referred to as "**the Buildings**") located at 18 Broad Street, Salem, Massachusetts, the Property being more particularly described in a deed dated December 28, 1950 from John Pickering to the Pickering Foundation and recorded in Essex South Registry of Deeds in Book 3793, Page 141, and in Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, the Buildings are described as follows, and also depicted in a set of eleven (11) photographic images taken November, 2022, plus one (1) Google Maps photo image from November, 2020, with copies of said images attached hereto and incorporated herein by reference as Exhibit C:

The Pickering House, located at 18 Broad Street, is an extraordinary house of national significance, illustrating the evolution of a First Period dwelling through periods of alterations in the seventeenth through twentieth centuries. The House sits further back on its large corner lot than most of its neighbors. It is a two-and-one-half-story building on a rectangular plan, with a two-story rear ell (N) extending from a salt box section and a two-story gabled ell (W). The main block of the House is five bays wide by three bays deep; the west ell extends one bay and the north ell is three bays deep. The House has a side gable roof with a pair of front gables at the façade; the roof is clad in asphalt shingles. A large, clustered column center chimney (added during the 1841 alterations) rises at the roof ridge; an interior chimney exists at the end of the western ell. The foundation is composed of granite and fieldstone below ground; above ground, it is brick except for west elevation which is rough square-cut granite. The walls are clad in matched boards (façade) and clapboards. The flat-roofed projecting center-entry porch has a balustrade above. It contains a glazed panel door and a single hooded 4/4 sash. Windows have 6/6 sash with heavy bracketed hoods on the south, east, and west facades of the original rectangular Gothicized portions of the house.

The House is located to the east of the SW corner of Broad and Pickering Streets. The House sits behind an ornamental Gothic Revival quatrefoil/trefoil-wooden Fence featuring six finial-capped large ornamental spired posts. Elsewhere on the property, there is an ornamental wooden Acorn Fence and a plethora of differently styled fences and brick walls throughout the half-acre property

## South Elevation

On the south elevation of the House, hoods at the façade (S) extend across two windows each. Other features include deep eaves and cornice returns with large modillions, wooded finials atop gabled peaks, circular windows beneath front gables, and matched board siding. A repeated use of circular "porthole"

type accent windows and round-top features harmonized the ca. 1841 improvements of the House with improvements on the Barn.

### **East Elevation**

The east elevation of the House is three bays deep. All 6/6 windows are hooded, with the exception of one small 6/9 window to the north of the chimney at ground level and one hood that extends over two windows. Access to the first floor on the east side is through a three-sectioned entry— a glass door flanked by wide sidelights — all three with eight panes, with a projecting cantilevered balcony (no longer accessible, as door replaced with window) featuring a Gothic quatrefoil/trefoil balustrade. A tall chimney protrudes at the north end of the façade.

The rear two-story kitchen ell features a covered porch encircling the kitchen entrance and a rectangular bay window featuring a 5/7 paned picture window and two small 1/5 side panels. A bulkhead accesses the basement to the south of the porch, with one small 4/4 window next to the bulkhead providing light to the small powder room.

To the rear of the salt box facing north, at ground level, are two 6/6 windows with shutters and, on the second story, two conjoined 6/6 windows with a single shutter abutting the kitchen ell.

### **North Elevation**

The north elevation is complicated. Its predominant feature is a gabled two-bay, two-story back kitchen ell, tied into the north-facing salt box roof, with a covered porch to the east and one small 6/6 window at ground level and an enclosed chimney at the north end. Windows feature wooden shutters — pairs or single — with some exceptions. The kitchen ell sits upon a brick foundation.

To the west side of the kitchen ell is a brick terrace with a granite surround which is accessed by a three-step wooden stairway with ornamental iron railings. The terrace leads to the garden with a single large granite stone and a brick demi-lune landing.

There is a small projecting ell above the staircase to the terrace with a single 8-lite door and 8-pane windows on either side. Also at the ground level, facing west, there are two 8-pane windows and above, two 4/4 windows. On the second story, facing north, there are three windows: the center is 6/6 and the surrounding windows are 4/4. There are bracketed Gothic hoods at both the first and second stories. The windows at the first and second story are partially shuttered.

### **West Elevation**

On the west side addition near the northwest corner of the House is a two-story projecting bay window of transitional Queen Anne and Colonial Revival design that has 45-degree angled windows at the corners and a projecting triangular pediment on top that overhangs those corners. To the south of the façade (W) are four symmetrical windows with bracketed hoods and heavy windowsills, two each at the ground and second stories. At the third story, there is a single 6/6 paned window with a bracketed hood aligned with the roof peak and the two windows below it. The foundation on the west side of the House consists of large pieces of rough-hewn granite and three window/entry points.

### **Barn**

A Gothic Revival style Barn, presumably reconstructed during the 1841 House alterations, stands northeast of the House. It is a 1 1/2 -story structure, three bays wide by two bays deep, with a side gable roof clad in asphalt shingles. Its center bay consists of double stable doors set in an arched opening. The outer bays consist of a single door (W) and window (E), each set in arched openings. Notable features include: vertical matched board siding on the facade and east side (partially repaired at ground level); clapboards on the west and north sides of the Barn; a tracked sliding barn door on the north side; drip

molds at doorways; circular blind openings; and deep eaves. Windows primarily consist of 6/6 sash (not operational) with a 12 pane window on the second story (N).

WHEREAS, due to their historical and architectural significance, the Buildings and the Property are a contributing resource to the Chestnut Street Historic District, listed in the National Register of Historic Places on August 28, 1973, are included in the McIntire Local Historic District established by the City of Salem on March 3, 1981, and as a result of the foregoing are included in the State Register of Historic Places. Historically significant for their architecture, associations and/or archaeology, the Buildings and Property qualify for perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33; and

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

WHEREAS, the preservation values of the Buildings and the Property are 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 Buildings and Property 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 Detail of Parcel 25-0434

Exhibit C. Set of twelve (12) Baseline Photographs November, 2020 and November, 2022

WHEREAS, the Buildings are 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 Eighty Thousand Dollars (\$80,000) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration of the facade of the Pickering House, including matched board tongue-and-groove siding, repair or replace sills, trim, window head covers, foyer roofing and other Gothic features of the façade, and other Gothic features on the remaining sides of the Pickering House and Barn; 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 Buildings, 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 Buildings 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 Buildings;

WHEREAS, the preservation of the Buildings and Property 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 the 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 exteriors of the Buildings 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 exteriors of the Buildings 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 of or change to the Property or the exteriors of the Buildings that will significantly impair or interfere with the preservation values of the Buildings or Property or alter views of the exteriors of the Buildings.

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 exteriors of the Buildings unless (i) clearly of a minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Buildings 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 herein by reference.
- b. any other act that may be harmful to the historic preservation of the structural integrity or exteriors of the Buildings 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 Buildings.

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 Buildings 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 exteriors of the Buildings. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Buildings 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 Buildings 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 not contained in a receptacle for that purpose is prohibited on the Property near the Buildings;

- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Buildings without prior approval of the Grantor; and
- e. moving either of the Buildings 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 exteriors of the Buildings without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the exteriors of the Buildings, 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 Buildings. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current views of the Buildings, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Buildings 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).

**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 Buildings 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 Buildings 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 exteriors of the Buildings. 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 Buildings; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Buildings following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Buildings 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 Buildings 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 Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and
- c. a report of such restoration/reconstruction work necessary to return the Buildings 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 Buildings 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 Buildings is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Buildings, and/or construct new improvements on the Property, and 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 Buildings insured by an insurance company rated "A" or better by Best's or equivalent rating agency with minimum coverage in the amount of Two Million Dollars

(\$2,000,000) 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. 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 Buildings; 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 Buildings; 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: Pickering Foundation  
18 Broad 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 Buildings 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 Buildings, 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 Buildings.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Buildings 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 Buildings 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 Buildings 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, the preservation of buildings or sites of historical significance. 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 Buildings 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 23 day of OCTOBER, 2023.

By:

GRANTOR:

Pickering Foundation

[Signature]  
Timothy Pickering, Jr.  
President

STATE OF MARYLAND

Baltimore <sup>City</sup> County, ss.

On this 23<sup>rd</sup> day of October, 2023, before me, the undersigned notary public, personally appeared Timothy Pickering, Jr., 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.

[Signature]  
Notary Public  
My Commission Expires: 08/23/2027



[Signature]  
Deborah Jackson  
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this 27 day of October, 2023, before me, the undersigned notary public, personally appeared Deborah Jackson, 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.

[Signature]  
Notary Public  
My Commission Expires:



Julie Mota  
NOTARY PUBLIC  
Commonwealth of  
Massachusetts  
My Commission Expires  
1/12/2029

**ACCEPTANCE BY THE SALEM HISTORICAL COMMISSION**

\_\_\_\_\_  
Laurence Spang, duly authorized  
Chair, Salem Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned notary public, personally appeared Lawrence Spang, 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 \_\_\_\_\_, 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

\_\_\_\_\_  
Dominick Pangallo  
Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification, which 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 \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared, Dominick Pangallo, proved to me through satisfactory evidence of identification, which was 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 \_\_\_\_\_, 2023, 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 in Salem, together with the Mansion House and other buildings thereon, situated No. 18 Broad Street as the numbering now is, and bounded and described as follows:

SOUTHEASTERLY by said Broad Street 194 feet;

SOUTHWESTERLY by other land of the grantor 115 feet;

NORTHWESTERLY by other land of the grantor 194 feet;

NORTHEASTERLY by land formerly of Blake, now of Wiswall, 115 feet.

Source: Southern Essex District Registry of Deeds, Book 3793, Page 141.

# EXHIBIT B

Salem Assessors' Parcel Map 25-0434





# EXHIBIT C

## Baseline Photographs

All Photos by City of Salem staff, November, 2022, unless otherwise specified.

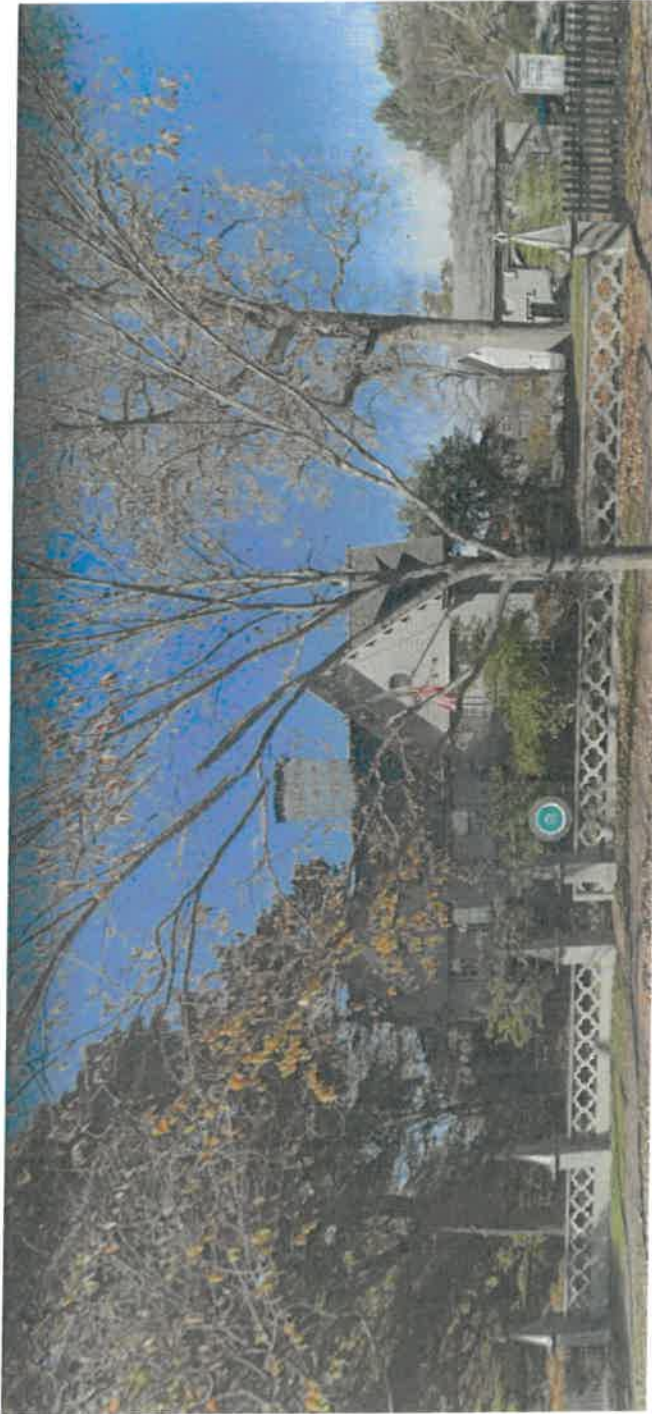


Photo #1: View of house and barn front (south) elevations, Broad Street  
Google Maps, November, 2020



Photo #2: View of front (South) façade, Broad Street



Photo #3: View of front (South) and East facades, Broad Street



Photo #4: View of East elevation



Photo #5: View of South (front) and West facades, Broad Street

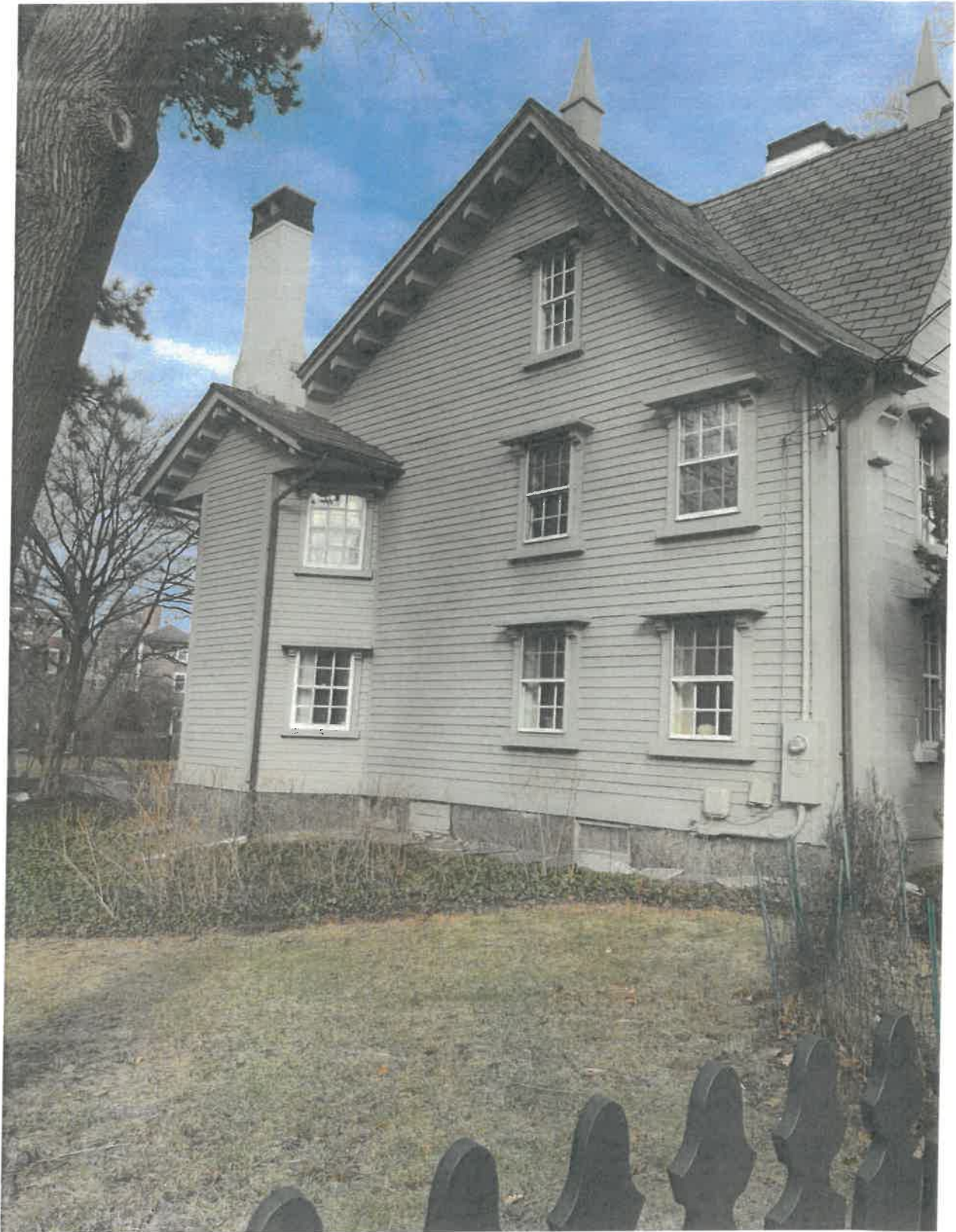


Photo #6: View of West façade, Broad Street



Photo #7: View of North elevation



Photo #8: View of rear ell, East elevation

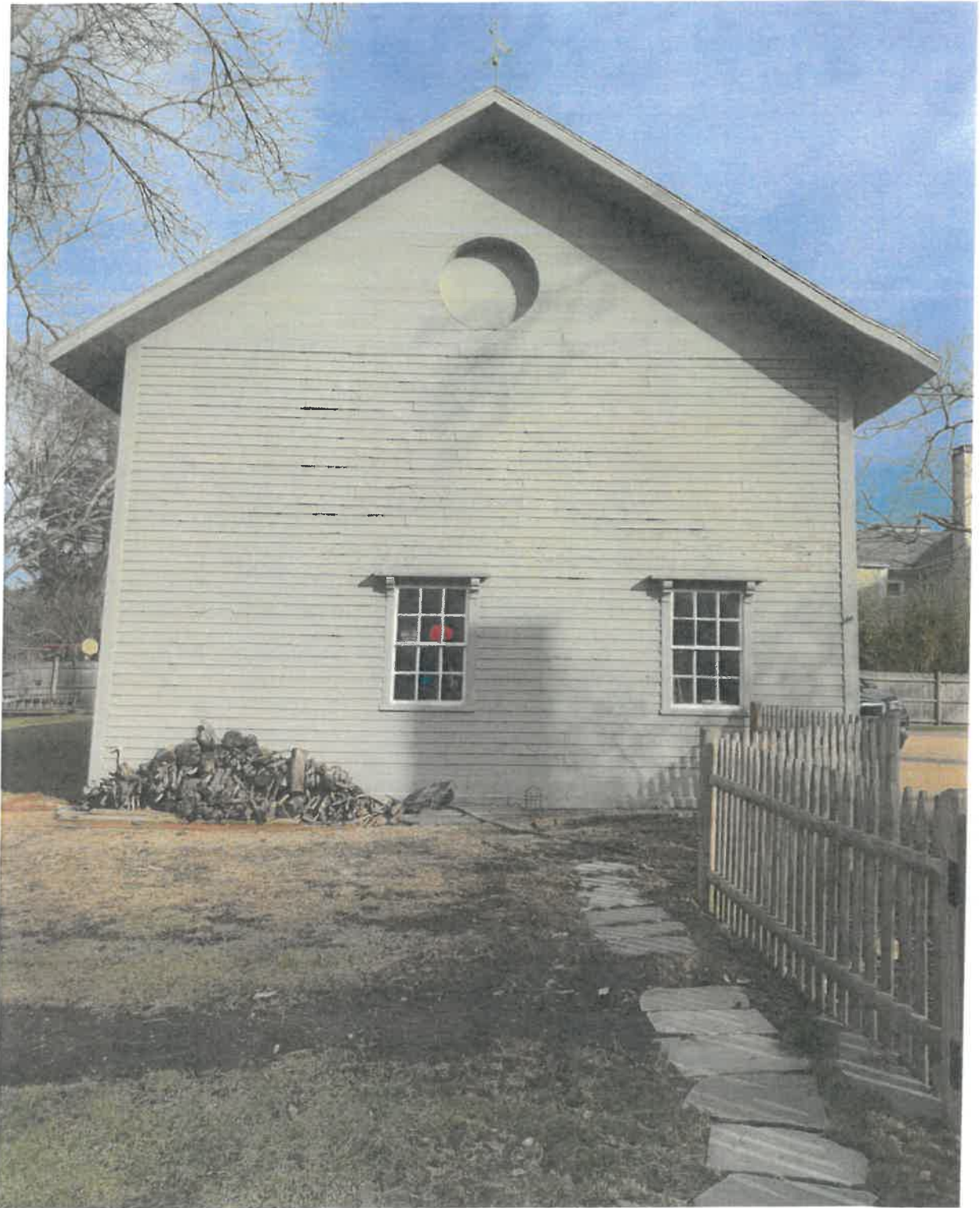


Photo #9: View of Barn west façade

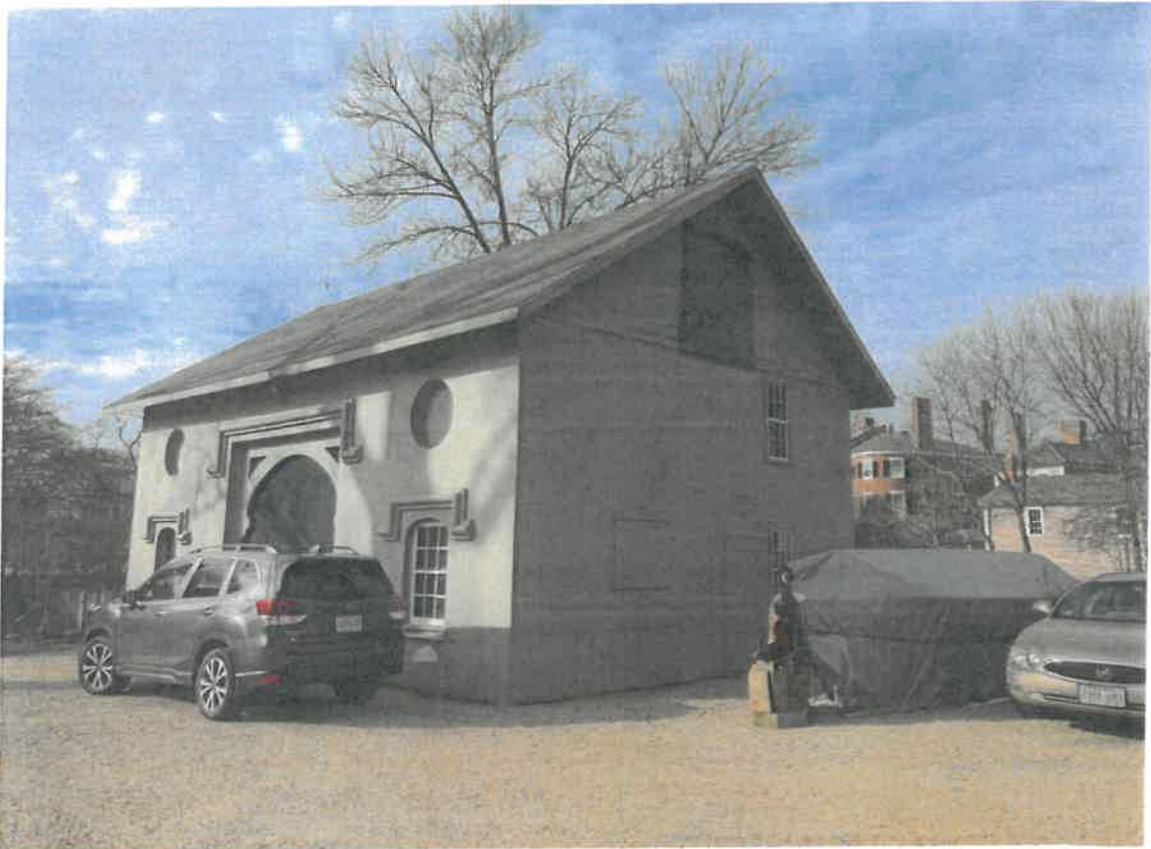


Photo #10: View of Barn, South and East facades



Photo #11: View of Barn, South facade



**Photo #12: View of Barn, north façade**  
Provided by Pickering Foundation, November, 2022



# 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.



Salem Affordable Housing Trust Fund

Annual Report

for

Fiscal Year 2023

Submitted to Salem City Council

November 14, 2023

## FINANCIAL REPORTING REQUIREMENTS

According to Article Seventeenth of the City of Salem Affordable Housing Trust Fund Board's Declarations the Trust shall submit a report for each fiscal year to the City Council. The report should entail a summary of affordable housing programs or properties the Trust assisted along with a description of funds received and expended during the year.

## BOARD MEMBERS AND MEETINGS

The Affordable Housing Trust Fund met eight (8) times during fiscal year 2023: August 23, 2022; September 13, 2022; October 4, 2022; February 7, 2023; March 7, 2023; April 4, 2023; May 10, 2023; and June 14, 2023.

The following individuals served as Board members of the Affordable Housing Trust Fund between the period of July 1, 2022 to June 30, 2023.

Board Member	Service Roles and Dates	Term Expiration
Mayor Kimberley Driscoll	Chair until left office	January 1, 2023
Interim Mayor Bob McCarthy	Acting Chair for February 7, 2023	
Mayor Dominick Pangallo	Mayor as of May 27, 2023	
Filipe Zamborlini	Vice Chair March 14, 2022 – February 7, 2023 Chair starting February 7, 2023	December 8, 2023
John Boris	Treasurer starting March 14, 2022 – January 2023	January 14, 2023
Ward 6 City Councilor, Megan Stott	2023 City Council President	December 31, 2023
Ward 2 City Councilor, Caroline Watson-Felt		December 31, 2023
Ward 3 Councilor, Patricia Morsillo	2022 City Council President	December 31, 2023
Ward 5 City Councilor Jeff Cohen	Treasurer starting February 7, 2023	December 31, 2023
Rebecca Curran	Stepped down June 2023	January 25, 2024
Mickey Northcutt	Stepped down August 1, 2023	May 26, 2024
Lynda Fairbanks-Atkins		October 26, 2025
Chris Malstrom	Vice Chair starting February 7, 2023	October 26, 2025
James Willis		October 28, 2023
Jack Butterworth		April 14, 2024

## DESCRIPTION AND SOURCE OF FUNDS RECEIVED

In FY23, the Trust was allocated \$1,000,000.00 of the City's American Rescue Plan Act (ARPA) funding. This is administered separately from general Trust funds.

## **FUNDS EXPENDED**

The Trust's total funds at the start of fiscal year 2023 was \$3,946.58. During Fiscal Year 2023, the Affordable Housing Trust Fund made no appropriations. A Purchase Order for \$2500, which was established for legal review in FY22, was closed with no associated drawdowns. At the end of fiscal year 2023, the trust fund has a balance of \$6,446.58.

ARPA funding is administered separately from general Trust funds. During fiscal year 2023, the Trust approved \$100,000.00 to the Health Department to support additional staff to expand the department's ability to conduct Certificate of Fitness inspections, in service of assisting data collection related to the Trust's goal of establishing a Rental Registry, and \$500,000 to a construction grant program to support the creation and preservation of affordable units. \$400,000 of the Trust's ARPA allocation was uncommitted as of the end of fiscal year 2023.

## **ACTIVITY**

As noted above, the Trust was active in fiscal year 2023 discussing and allotting its allocation of ARPA funds. A working group of Trust members assisted staff in the creation of an application by which development and rehabilitation projects could seek ARPA funding from the Trust – this effort was still in process at the end of fiscal year 2022. The Trust also worked to identify future priorities for the Board, sourced from the City's Housing Roadmap. Additionally, the Trust continued its advocacy activities related to the advancement of the draft Condominium Conversion ordinance and proposed Inclusionary Housing ordinance. The Trust received several updates from the Housing Stability Coordinator, a new position established in fiscal year 2023 that supports Salem residents to remain housed in the community. The Affordable Housing Trust Fund Board also tracks the status of newly permitted housing units in Salem.

### **Disposition Ordinance**

The Affordable Housing Trust Fund worked to update the language of the City's disposition ordinance to include affordable housing as a priority for when the City is getting rid of excess land. This ordinance was adopted by City Council in fiscal year 2023.

### **Condominium Conversion Ordinance**

After significant effort and input from the Trust, a draft of the condominium conversion ordinance was submitted to a Committee of the Whole for its review and comment. Also in fiscal year 2023, City Council approved the filing of a second Home Rule Petition with the State Legislature which would allow the City to decrease the number of units the ordinance would apply to from 4+ units to 2+ units, after the first bill died due to lack of legislative action. As of the end of Fiscal Year 2023, the State had not approved the special act. The Trust was discussing interest in contacting the City's legislative delegation to ask for the advocacy of the item, as several Trust members had been doing in their individual capacities.

### **Inclusionary Housing/Zoning Ordinance**

The Trust provided input on the Inclusionary Housing/Zoning ordinance as the topic was revived, to guide staff and consultant (MAPC) efforts on the item. As of the end of Fiscal Year 2023, the City continues to work with the consultant on the changes from the previously proposed ordinance, which will be brought before the Trust for its consideration in FY2024 prior to filing with City Council.

### **Advocacy Efforts**

The Affordable Housing Trust Fund Board leveraged its capacity as an affordable housing advocate in fiscal year 2023. The Affordable Housing Trust Fund Board advocated the advancement of several goals identified in the Salem Housing Roadmap, including Inclusionary Housing/Zoning ordinance, the Condominium Conversion ordinance, and a rental registry.



# CITY OF SALEM, MASSACHUSETTS

PARK, RECREATION & COMMUNITY SERVICE

401 Bridge Street, Salem MA 01970

Tel. (978) 744-0180/(978) 744-0924

pobrien@salem.com

Kimberley Driscoll  
MAYOR

Trish O'Brien  
Superintendent

## Road Bike/Race/Walk/Parade Application

PLEASE SUBMIT PAYMENT OF \$200 WITH THIS PERMIT APPLICATION TO THE CITY OF SALEM  
PARK, RECREATION AND COMMUNITY SERVICES DEPARTMENT NO LATER THAN 45 DAYS  
PRIOR TO THE EVENT.  
Registered Non-Profit Fee \$150  
ANY FOR PROFIT EVENTS WILL REQUIRE AN ADDITIONAL 5% FROM THE  
REGISTRATION FEES POST EVENT.

We, the undersigned, respectfully apply for permission to host a road race/walk in the City of Salem as follows:

Applicant's Name: Richard Kee

Organization Name: Wicked Running Club

Name of Race/Walk/Parade: Wicked Frosty Four

Contact #: 978-880-8754 E-Mail Address wickedfrosty4@yahoo.com

Address: P.O. Box 601

City/State/Zip: Salem Ma 01970

Organization Tax Status (please include Tax ID Number): 501C 27-1340155

What Charities Will This Race/Walk Be Benefiting?

College Scholarships for local Cross Country & Track Athletes (H.S. Seniors)

Approximately How Much of the Race/Walk/Parade Proceeds Will Be Donated to Each Charity(s)

60%

### Day of Race/Walk Contact Information:

Name: Richard Kee Contact #: 351-218-9053

Date of Event: 1/1/24 Estimated Number of Participants: 400

Time of Event: 10AM Estimated Finish Time of Event: 12PM

Start Location: Charter St. Finish Location: Charter St.

Distance of Event: 4 Miles

Has This Event Been Held Before?  Yes  No

**All Races/Walks/Parades Are Required to Recycle and Remove Trash.**

Please Explain Your Plan (Will You Bring to North Shore Recycled Fiber on 53 Jefferson Ave, Open M-F; Bring to Your Home Curbside, or Other?) If You Have Questions about Recycling, Please Contact Julie Rose for More Information 978-619-5679

Onsite EMT/Ambulance Service (Required): RK initial

Please Attach a Map of Route With the Following Items:

1. Race/Walk Course
2. Direction of Runners Through the Race/Walk course
3. Starting and Finishing Points
4. Meeting Points For Racers Before and After the Race/Walk
5. Last year's race financials

Certificate of Insurance Attached?  Yes  No

A certificate of insurance for general liability naming the City of Salem as primary additional insured for amount not less than \$1,000,000 combined single limit for injury or death or property damages (including loss of use) in any one occurrence, and \$1,000,000 general aggregate coverage. (The City of Salem reserves the right to increase coverage minimum if event presents extraordinary risk).

**RELEASE & INDEMNITY AGREEMENT APPLICANT'S SIGNATURE** The undersigned Sponsor, by signature below, shall defend, indemnify, and hold the City of Salem, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connections with the performance of this event or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the City of Salem, but is in addition to such common law or statutory provisions.

Applicant's signature: 

Date: 10-6-23

Name of applicant: Richard Kee

A copy of this permit will be sent to the applicant upon approval. Please call Park, Recreation & Community Services if you have any questions. 978-744-0924

**CITY USE ONLY**

Payment Received: \_\_\_\_\_ Date Permit Issued: \_\_\_\_\_ Date Permit Mailed to Applicant: \_\_\_\_\_

Approved By: \_\_\_\_\_

Director (Or Designee) of Salem Park, Recreation & Community Services

  
Salem Police Department

Effective date of form: 2/8/12

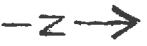
Revised date of form: 1/1/18



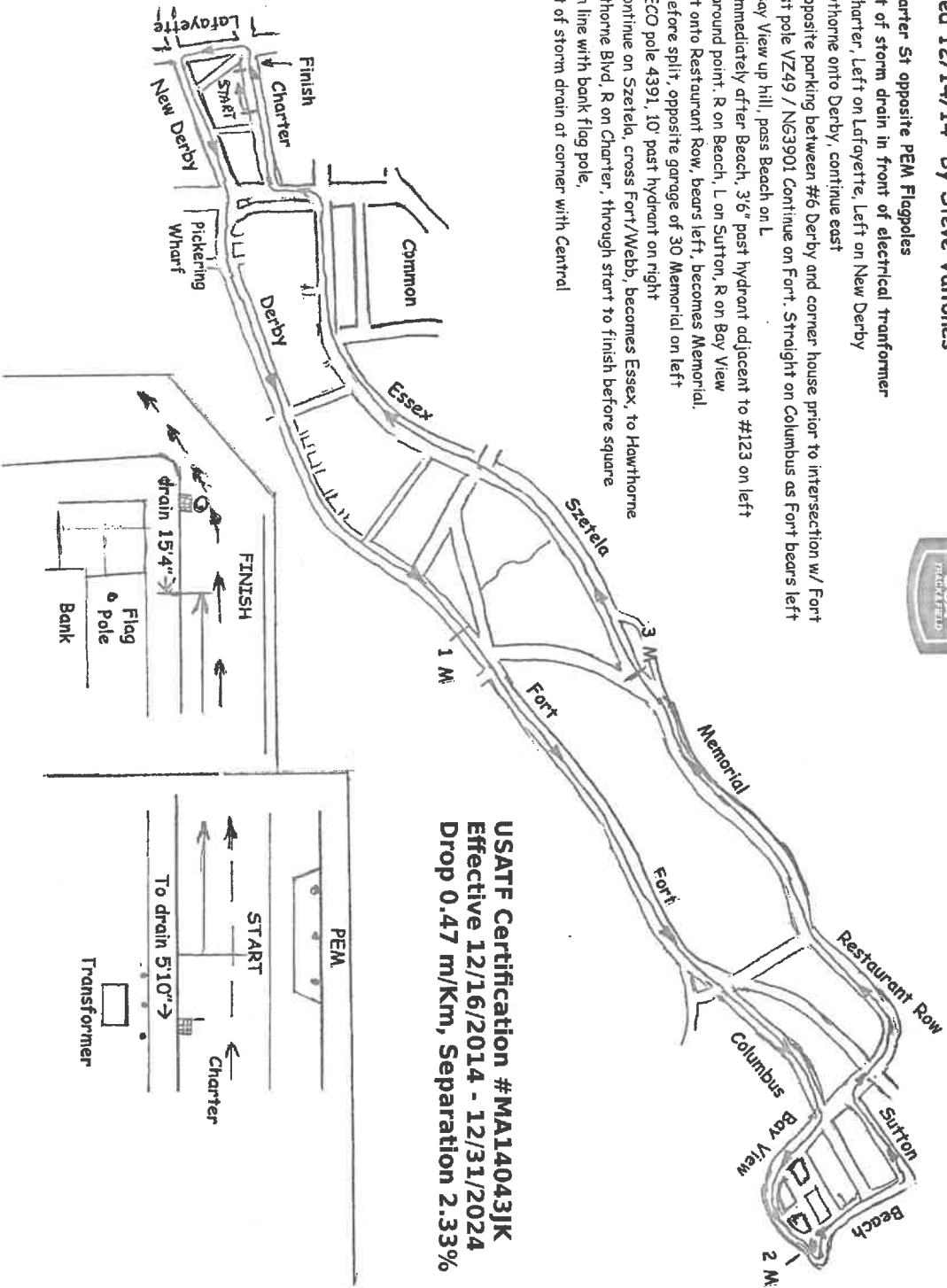
# Frosty Four (2014)

## Salem MA

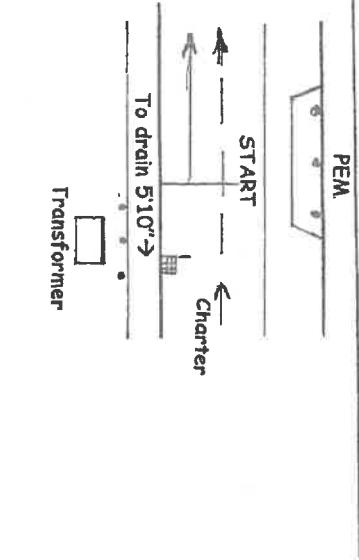
Measured 12/14/14 By Steve Vaitones



- Start:** Charter St opposite PEM Flagpoles  
 5'10" west of storm drain in front of electrical transformer  
 West on Charter, Left on Lafayette, Left on New Derby  
 Cross Hawthorne onto Derby, continue east
- 1 Mile: Opposite parking between #6 Derby and corner house prior to intersection w/ Fort 3' 10" past pole VZ49 / NG3901 Continue on Fort. Straight on Columbus as Fort bears left Right on Bay View up hill, pass Beach on L
  - 2 Mile: Immediately after Beach, 3/6" past hydrant adjacent to #123 on left Continue around point, R on Beach, L on Sutton, R on Bay View Cross Fort onto Restaurant Row, bears left, becomes Memorial.
  - 3 Mile: before split, opposite garage of 30 Memorial on left
- 1' past MECO pole 4391, 10' past hydrant on right Bear R, continue on Szetela, cross Fort/Webb, becomes Essex, to Hawthorne L on Hawthorne Blvd, R on Charter, through start to finish before square
- Finish-** in line with bank flag pole,  
 15'4" east of storm drain at corner with Central



**USATF Certification #MA14043JK**  
 Effective 12/16/2014 - 12/31/2024  
 Drop 0.47 m/Km, Separation 2.33%





Questions contact – Rob Proude 781-423-3082

Petition of the Massachusetts Electric Company d/b/a National Grid  
Of NORTH ANDOVER, MASSACHUSETTS  
For Electric conduit Location:

To City Council of Salem, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a 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: Flint St - Salem - Massachusetts.

The following are the streets and highways referred to:

Plan # 30646074 Flint St - National Grid to install 1 JO Pole on Flint St beginning at a point approximately 60 feet northwest of the centerline of the intersection of Oak St and Flint St. Install new Pole # 666-50 at approximately 42.521664, -70.906436.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a National Grid  
BY *Bob Coulter*  
Engineering Department

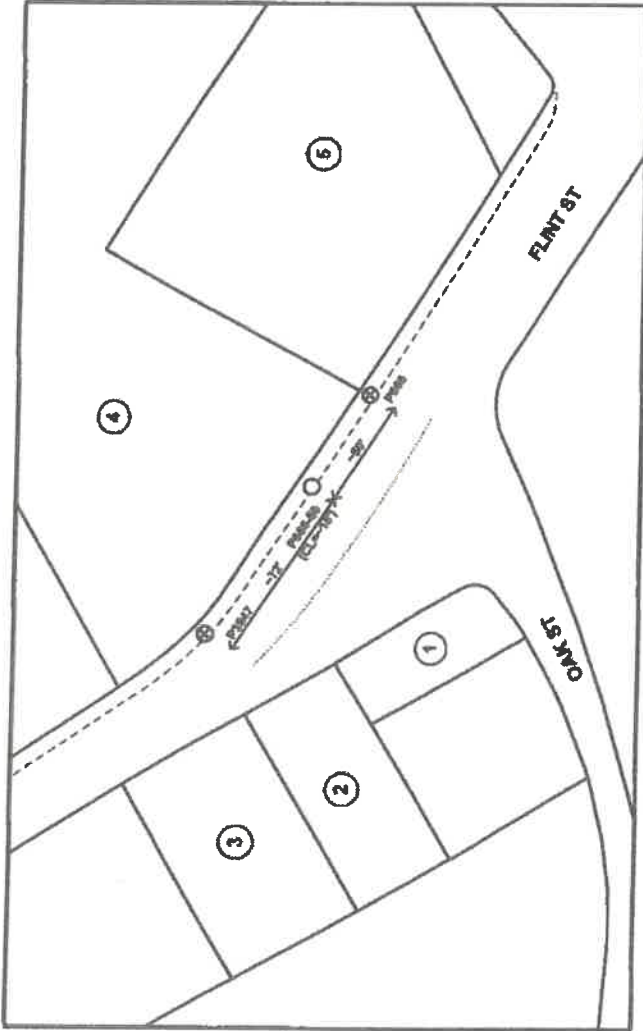
Dated: October 16, 2023



PETITION SKETCH  
TOWN OF SALEM  
ESSEX COUNTY

Legend

- Proposed JO Pole
- Existing JO Pole
- Center Line
- Property Line
- Sidewalk



- ① 73 Flint St  
Parcel ID: 26-0003-001  
Lands of Kristy Pardlow
- ② 75 Flint St  
Parcel ID: 26-0004-0  
Lands of Daniel Nadreau
- ③ 76 Flint St  
Parcel ID: 26-0005-002  
Lands of Eileen Doherty
- ④ 72 Flint St  
Parcel ID: 26-0091-0  
Lands of DSF Salem Flint St LLC
- ⑤ 70 Flint St  
Parcel ID: 26-0029-0  
Lands of City of Salem

nationalgrid



Designer: Rob Proutie  
ControlPoint Technologies, Inc.  
400 Ledgewood Place, Rockland, MA 02370  
781-423-1083

Petition Sketch for Pole 606-50  
Flint St  
Salem, MA  
WFR#30646074

Sheet  
1 of 1

Not To Scale  
Distances are  
Approximate

Drawn By:  
Map

Sketch #  
1

DATE  
8/13/2023

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.

Questions contact – Erick Pena 720-383-0169

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To the City Council  
Of Salem, Massachusetts

Massachusetts Electric Company d/b/a 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:

Congress St - National Grid to install 1 JO Pole on Congress St beginning at a point approximately 146' feet south of the centerline of the intersection of Peabody St and Congress St and continuing approximately 25 feet in a south direction. Installing new Pole # 673-50, ~25' south of existing P # 673 on Congress 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 – Congress St - Salem – Massachusetts.

No.# 30867471 October 20, 2023

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.

Massachusetts Electric Company d/b/a  
NATIONAL GRID *Bob Coulter*








BY \_\_\_\_\_  
Engineering Department

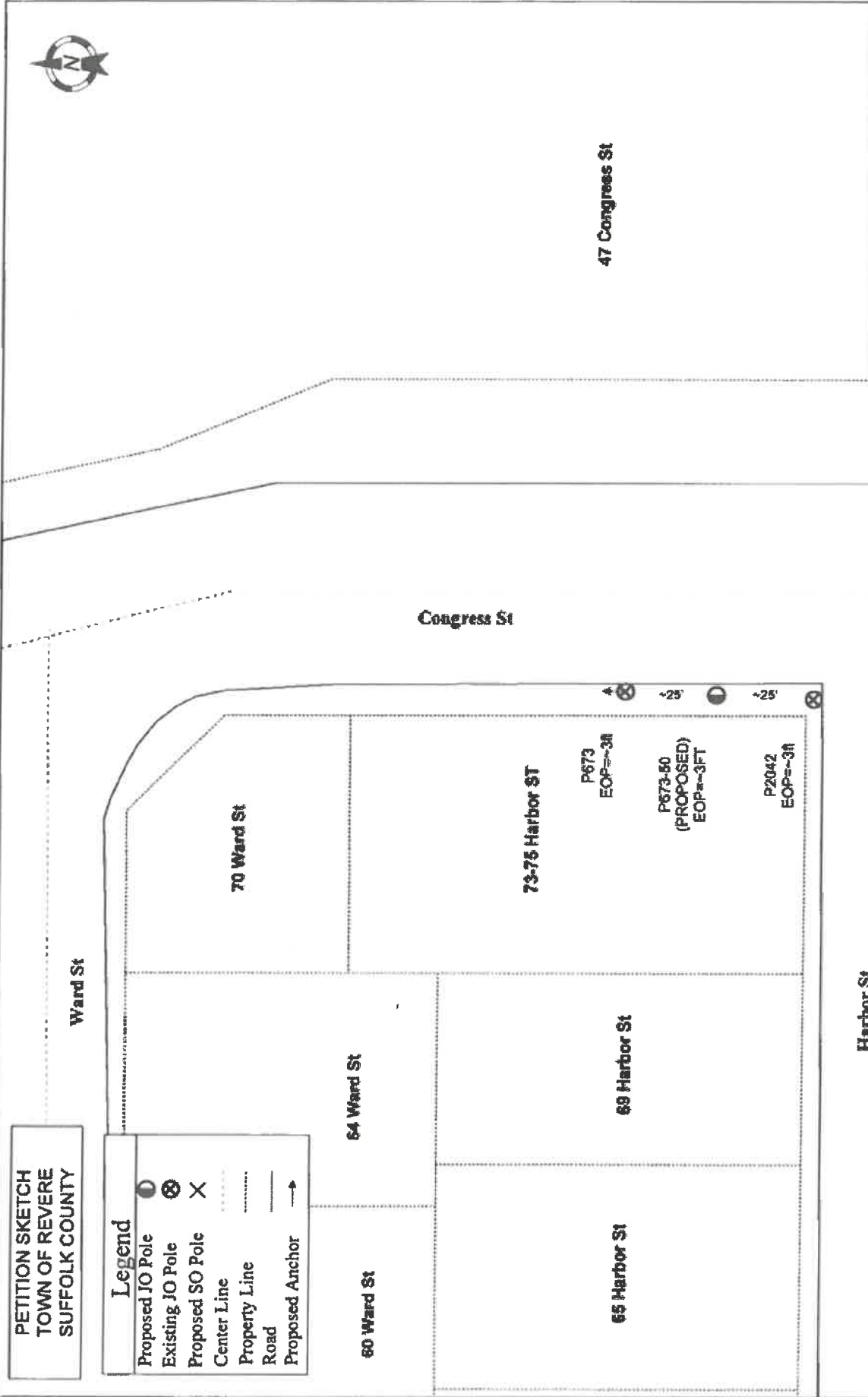
VERIZON NEW ENGLAND, INC.

BY \_\_\_\_\_  
Manager / Right of Way

PETITION SKETCH  
TOWN OF REVERE  
SUFFOLK COUNTY

Legend

- Proposed JO Pole 
- Existing JO Pole 
- Proposed SO Pole 
- Center Line 
- Property Line 
- Road 
- Proposed Anchor 



nationalgrid

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



**ControlPoint**  
TELECOMMUNICATIONS  
Designer: Erick Pena  
ControlPoint Technologies, Inc.  
200 Ledgerwood Place, Rockland, MA 02370  
720-383-0169

Petition Sketch Congress St, Salem, MA		SHEET 1 OF 1
Not To Scale	Drawn By: EP	WR# 30867471
		DATE 10/16/2023

Questions contact – Rob Proude 781-423-3082

**PETITION FOR POLE AND WIRE LOCATIONS**

North Andover, Massachusetts

To the City Council  
Of Salem, Massachusetts

Massachusetts Electric Company d/b/a National Grid requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Bridge St - Massachusetts Electric Company d/b/a National Grid to install 1 SO Pole on Bridge Street beginning at a point approximately 163 ft southwest of the centerline of the intersection of Bridge St and Flint St. Install new Pole 597-2 at approximately 42° 31'15.0" N70° 54'21.6W.

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 – Bridge St - Salem - Massachusetts.

Plan # 30646076 November 10, 2023

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.

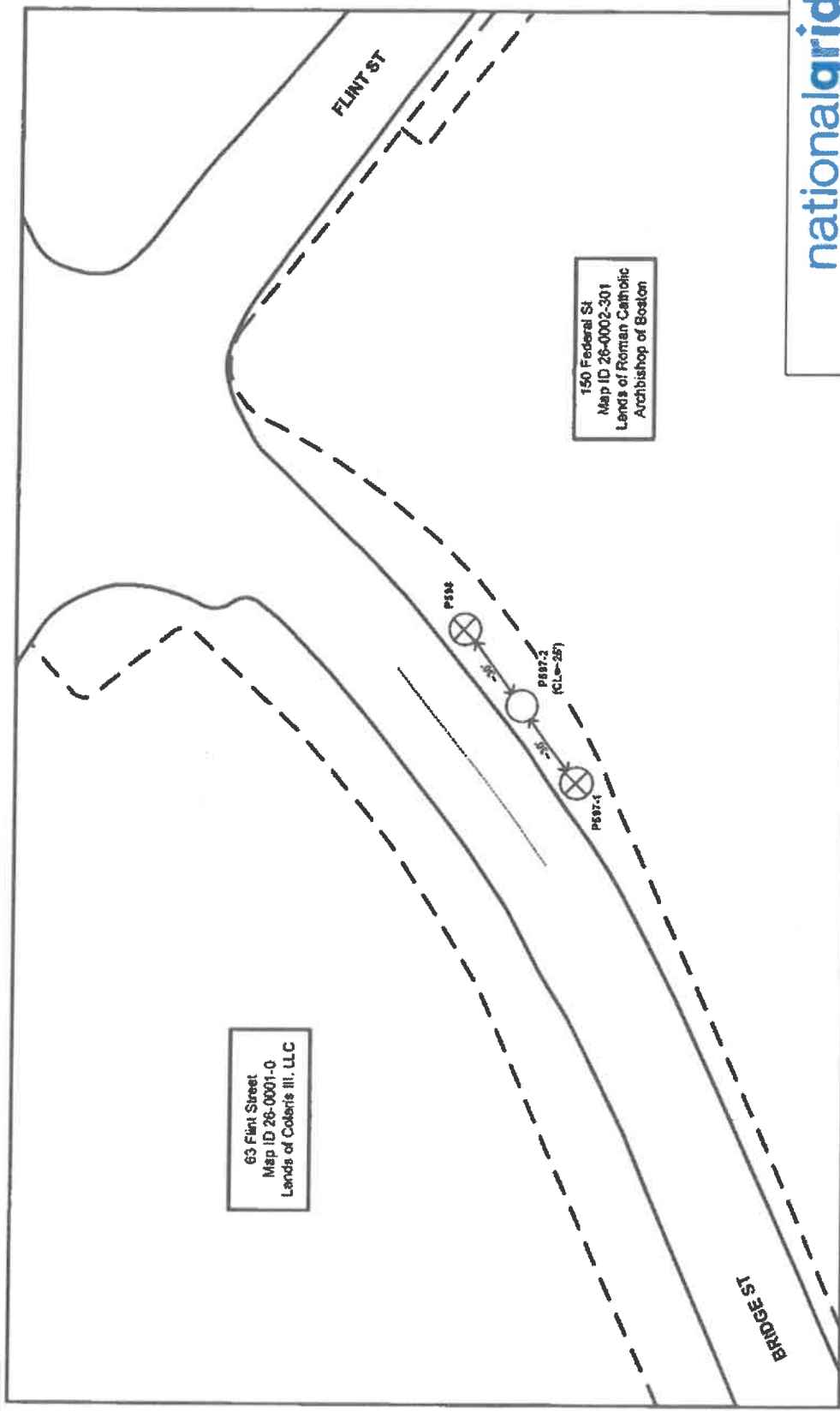
Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a  
NATIONAL GRID *Bob Coulter*

BY \_\_\_\_\_  
Engineering Department



PETITION SKETCH  
TOWN OF SALEM  
ESSEX COUNTY



63 Flint Street  
Map ID 26-0001-0  
Lands of Colaris III, LLC

150 Federal St  
Map ID 26-0002-301  
Lands of Roman Catholic  
Archbishop of Boston

**Legend**

	Proposed SO Pole
	Existing SO Pole
	Property Line
	Road
	Centerline

**nationalgrid**

Petition Sketch for Poles 597-2  
Bridge Street  
Salem, MA  
WPR#30646076

Not To Scale  
Distances are  
Approximate

Drawn By:  
RJP

Sketch #  
1

DATE  
10/24/2023

**ControlPoint**  
TECHNOLOGIES

Designer: Rob Proude  
ControlPoint Technologies, Inc  
200 Lodgewood Place, Rockland, MA 02370  
781-423-3082

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



# City of Salem

*In the year Two Thousand and Twenty-Three*

## **An Ordinance Relative to Traffic**

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

**Section 1.** Article V – Parking of Chapter 42, the Traffic Code, is hereby amended by adding the following new division:

### DIVISION 3. – Zero Emission Vehicle Parking and Charging

#### Sec. 70A – Regulations

In accordance with the provisions of Chapter 40 S. 22A of the Massachusetts General Laws, zero emission vehicle charging stations shall be reserved for charging or parking by zero emission vehicles only. All other parking regulations applicable to the location in which the zero emission vehicle charging station is situated shall apply to zero emission vehicles using the station. This shall include, but not be limited to, parking time limits, size restrictions, the payment of any other parking fees, meter fees, garage fees, or other similar fees. The user of a zero emission vehicle charging station or equipment may be subject to fees for its use. These fees shall be separate from any parking fees and shall not be considered payment toward those parking fees. Information shall be posted identifying voltage and amperage levels and any type of use, fees, or safety information related to the zero emission vehicle charging station.

Zero emission vehicle charging stations shall be posted with signage indicating that the space is reserved for electric vehicle charging or parking purposes only. Zero emission vehicle charging stations may also be reserved for zero emission vehicle charging only, and not permit zero emission vehicles to park without charging. Such stations must be posted with signage that clearly states such a restriction.

Publicly owned zero emission vehicle charging stations may also be restricted for use only by certain City-owned vehicles. These restrictions must be posted with signage at the zero emission vehicle charging station.

#### Sec. 70B – Locations

In accordance with the provisions of Chapter 40 S. 22A of the Massachusetts General Laws, the following locations are designated Zero Emission Vehicle Charging Stations:

Bentley Academy – zero emission vehicle charging stations - public use – Six zero emission charging stations sharing three zero emission vehicle supply equipment units, located in the Bentley Academy parking lot at 4 Szetela Lane, southwest of the main building, along the southeastern border of the parking lot, as signed.

Church Street West Lot – zero emission vehicle charging stations - public use – Four zero emission charging stations sharing two zero emission vehicle supply equipment units, located in the Church Street – West parking lot at 29 Federal Street, along the western border of the parking lot, as signed.

Crombie Lot – zero emission vehicle charging stations - public use – Four zero emission charging stations sharing two zero emission vehicle supply equipment units, located in the Crombie Street parking lot at 287 Essex Street, as signed.

Forest River Park – zero emission vehicle charging stations - public use – Six zero emission charging stations sharing three zero emission vehicle supply equipment units, located in the parking lot for Forest River Park at 38 Clifton Street, as signed.

Museum Place Garage – zero emission vehicle charging stations - public use – Four zero emission charging stations sharing two zero emission vehicle supply equipment units, located in the northeastern corner of the second floor of the Museum Place Garage at 1 New Liberty Street, as signed.

Salem Green Lot – zero emission vehicle charging stations - public use – Two zero emission charging stations sharing one zero emission vehicle supply equipment unit, located in the Salem Green parking lot at 21 Church Street, as signed.

Salem High School – zero emission vehicle charging stations - public use – Six zero emission charging stations sharing three zero emission vehicle supply equipment units, located in the northwestern-most parking lot at Salem High School at 77 Willson Street, as signed.

Sewall Street Lot – zero emission vehicle charging stations - public use – One zero emission charging station sharing one zero emission vehicle supply equipment unit with the adjacent restricted use zero emission vehicle charging station, located in the Sewall Street parking lot at 8 Sewall Street, along the western border of the lot, within the Sewall Street right-of-way, as signed.

Sewall Street Lot – zero emission vehicle charging stations - restricted use – One zero emission charging station sharing one zero emission vehicle supply equipment unit with the adjacent public use zero emission vehicle charging station, located in the Sewall Street parking lot at 8 Sewall Street, along the western border of the lot, within the Sewall Street right-of-way, as signed.

South Harbor Garage – zero emission vehicle charging stations - public use – Four zero emission charging stations sharing two zero emission vehicle supply equipment units, located in the eastern portion of the first floor of the South Harbor Garage at 245 Derby Street, as signed.

#### Sec. 70C – Penalties

In accordance with the provisions of Chapter 40 S. 22A of the Massachusetts General Laws, the use of a zero emission vehicle charging station space by a vehicle other than a zero emission vehicle shall be subject to a penalty as set forth in Section 17A of Chapter 42.

Vehicles found in violation of the provisions of this Division, except those specifically exempt by law, may be removed to a convenient place under the direction of an officer of the Police Department and the owner of a vehicle removed or towed away shall be liable to the cost of such removal and storage. Any vehicle removed or towed away under the provisions of this Division shall also be subject to the penalties provided in Chapter 90, Section 20A of the Massachusetts General Laws. The towing of such vehicles shall be subject to the same regulations set forth in Article V-A of this Ordinance.

**Section 2.** Article I, Sec. 1 of Chapter 42, the Traffic Code, is hereby amended by adding the following new definitions:

*Zero emission vehicle.* A battery electric vehicle, a plug-in hybrid electric vehicle or a fuel cell vehicle

*Zero emission vehicle charging station.* A publicly owned and/or publicly available parking space that is served by zero emission vehicle supply equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery in a zero emission vehicle.

*Zero emission vehicle charging station - restricted use.* A zero emission vehicle charging station that is publicly owned and restricted (e.g., municipal fleet parking with no access to the general public).

*Zero emission vehicle charging station - public use.* A zero emission vehicle charging station that is publicly owned and publicly available (e.g., on-street parking and City-owned parking facilities).

*Charging.* When the connector from a zero emission vehicle supply equipment (or standard outlet) is inserted into the zero emission vehicle inlet, and electrical power is being transferred for the purpose of recharging the batteries on board the zero emission vehicle.

*Charging level.* The standardized indicators of electrical force, or voltage, at which a zero emission vehicle's battery is recharged. Level 1 is considered slow charging, typically requiring a 15- or 20-amp breaker on a 120-volt AC circuit and standard outlet. Level 2 is considered medium charging, typically requiring a 40- amp to 100-amp breaker on a 240-volt AC circuit. DC Fast Charge is considered rapid charging, typically requiring a 60 amp or higher dedicated breaker on a 480-volt or higher three-phase circuit with special grounding equipment. DC Fast Charging uses an off-board charger to provide the AC to DC conversion, delivering AC directly to the car battery.

**Section 3.** Article I, Sec. 17A Schedule of Fines re: Penalties is hereby amended by inserting the following as a \$50 fine:

Zero Emission Vehicle Parking and Charging Regulation Sec. 70A

**Section 4.** This ordinance shall take effect as provided by City Charter.

In City Council October 26, 2023

Adopted for first passage by a roll call vote of 11 yeas, 0 nays and 0 absent

ATTEST:

ILENE SIMONS  
CITY CLERK

## City of Salem

***In the year Two Thousand and Twenty-Three***

**An Ordinance Relative to Traffic**

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

**Section 1.** Section 75 of Article V-A be amended by repealing the following:

Buchanan Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides in its entirety, 8:00 A. M. to 8:00 P. M. Monday through Friday, Tow Zone. (3/13/90)

Cleveland Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-easterly side, Monday through Friday, 8:00 A. M. to 6:00 P. M. (11/10/86)

Cleveland Road Ext. – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, Monday through Friday, 8:00 A. M. to 6:00 P. M. (11/10/86)

Fairview Avenue – Parking Prohibitions Towing Zones (Resident Stickers) Zone B-Color Red, both sides in its entirety, resident sticker parking 8:00 A.M., Monday through Friday. ( 10/13/16 )

Grant Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, running from Loring Avenue, in an easterly direction to the intersection of Lincoln and Grant Roads, Monday through Friday, 8:00 A. M. to 8:00 P. M. (11/10/86)

Harrison Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B, Color Red-northerly side resident sticker parking only 6:00 PM to 8:00 AM Monday through Friday, resident only Saturday and Sunday. Also, residents of 238 Loring Avenue to 258 Loring Avenue to be eligible for resident only parking stickers for Zone B, color Red.

Hayes Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, in its entirety, Monday through Friday. (11/30/89)

Hayes Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-westerly side, in its entirety, Monday through Friday, 8:00 A. M. to 8:00 P. M. (11/10/86)

Lincoln Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, from Loring Avenue in an easterly direction to Buchanan Road, Monday through Friday, 8:00 A. M. to 8:00 P. M., Tow Zone. (6/21/90)

Lincoln Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, running from Cleveland Road in an easterly direction to Grant Road, Monday through Friday, 8:00 A. M. to 8:00 P. M. (11/10/86)

Lincoln Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides from Grant Road to Monroe Road. (4/24/08)

McKinley Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, in its entirety, Monday through Friday, 8:00 A. M. to 8:00 P. M. (11/10/86)

Moffatt Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, starting at the corner of Loring Avenue and running in a westerly direction for a distance of five hundred (500) feet, Monday through Friday, 8:00 A. M. to 8:00 P. M. (11/10/86)

Monroe Road – Parking Prohibitions Towing Zone (Resident Sticker) easterly side starting at a point across from #30 Monroe Road continuing to a point one hundred eleven (111) feet from Loring Avenue, "Resident Sticker Parking, Tow Zone" (10/11/12)

Paradise Avenue – Parking Prohibitions Towing Zone (Resident Sticker) Paradise Ave., in its entirety, in a westerly direction, odd numbered side of the street only. Resident Sticker Parking, Tow Zone

Pickman Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-northerly side, starting at a point ninety (90) feet from the corner of Loring Avenue and running in a westerly direction in its entirety; southerly side, starting at the corner of Hayes Road and running in a westerly direction in its entirety, Monday through Friday, 8:00 A. M. to 8:00 P. M. (11/10/86)

Pierce Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-in its entirety. (11/10/86)

Preston Road – Parking Prohibitions Towing Zones (Resident Stickers) Zone B-Color Red, Preston Road in its entirety, both sides between Sumner Road and Jefferson Avenue. Resident Sticker Parking Only Tow Zone, Monday through Friday 8:00 A.M. to 8:00 P.M. (10/13/16)

Riverway Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, in its entirety. (10/30/89)

Rosedale Avenue – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-both sides, in its entirety. (10/30/89)

Station Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red-in its entirety. Resident Sticker Parking only, tow zone, Monday through Friday, 8:00 A. M. to 8:00 P. M. (12/19/90)

Sumner Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red, southerly side in its entirety from Bradley Road to the intersection of Loring Avenue. (10/24/13)

Taft Road – Parking Prohibitions Towing Zone (Resident Sticker) Zone B-Color Red both sides, Monday through Friday amend to 8:00 A.M. to 6:00 P.M. (7/16/09)

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

In City Council October 26, 2023

Adopted for first passage by a roll call vote of 11 yeas, 0 nays and 0 absent

ATTEST:

ILENE SIMONS  
CITY CLERK

## City of Salem

In the year Two Thousand and Twenty-Three

**An Ordinance Relative to Traffic, Ch. 42, Sec. 50B – Handicapped Zones, Limited Time**

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

**Section 1.** Section 50B – Handicapped Zones, Limited Time shall be amended by adding the following:

Barr Street – in front of #36 Barr Street running southeast for twenty (20) feet

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

In City Council October 26, 2023

Adopted for first passage by roll call vote of 11 yeas, 0 nays and 0 absent

ATTEST:

ILENE SIMONS  
CITY CLERK

## CITY OF SALEM

In the year Two Thousand and Twenty-Three

An Ordinance relative to the Affordable Housing Trust Fund

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

**Section 1.** Chapter 2, Division 14 is hereby amended by deleting sections 2-1001 *Composition* and 2-1002 *Appointment of trustees; term; vacancies* in their entirety and replacing them with the following:

"Sec. 2-1001. *Composition.*

The affordable housing trust fund board of trustees shall be composed of nine trustees, including the mayor.

Sec. 2-1002. *Appointment of trustees; term; vacancies.*

The mayor shall serve as a trustee and appoint biennially in January, subject to confirmation by the city council, eight trustees who shall serve for a term of two years.

The terms of the members of the commission shall be so arranged that the terms of half of the members will expire each year. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.

No trustee, excluding the Mayor, shall serve for a term exceeding two years."

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

In City Council October 26, 2023

Adopted for first passage as amended by a roll call vote of 11 yeas, 0 nays and 0 absent

ATTEST:

ILENE SIMONS  
CITY CLERK