

ORDER FOR POLE AND WIRE LOCATIONS

In the City of Salem, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 6th day of February, 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Congress St - Salem - Massachusetts.

No. 30784387 Dated: February 6, 2024. Filed with this order.

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Congress St - Massachusetts Electric Company d/b/a National Grid to install 1 SO Pole on Congress Street beginning at a point approximately 60 feet southwest of the centerline of the intersection of Congress St and Harbor St. Install one SO Pole # 3023-50 on Congress St near the intersection of Harbor St.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts City/Town Clerk.
20__

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on
at

20 , at o'clock, M
a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

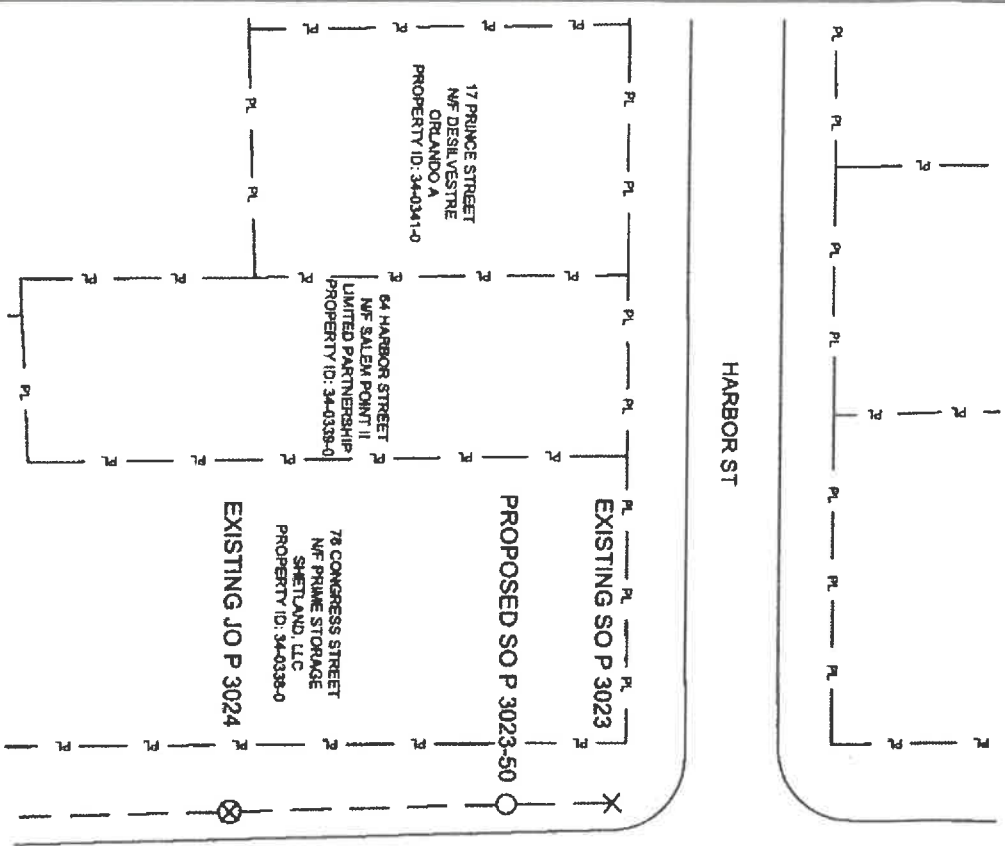
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.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



LEGEND

- PROPOSED SO POLE
- ⊗ EXISTING JO POLE
- X EXISTING SO POLE
- ==== ROAD
- LOT LINES
- - - OVERHEAD LINE



SKETCH TO ACCOMPANY PETITION FOR THE INSTALLATION
OF ONE NEW SO POLE AND MISCELLANEOUS ELECTRIC
EQUIPMENT ON CONGRESS ST IN SALEM, MA

| | | |
|-------------------------|--------------|--|
| DRAWN BY: PT SHEET 1 | WR# 30784387 | ENGINEER: TIM WILLIAMSON PHONE: 508-935-1650 DATE: 1/31/2024 |
|-------------------------|--------------|--|

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 6th day of February, 2024.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Congress St and Harbor St - Salem - Massachusetts. Plan # 30784387.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Congress St and Harbor St - National Grid to install beginning at a point approximately 80 +/- feet north/northwest of the centerline of the intersection of Harbor St and Congress St and continuing approximately 140 +/- feet in a southerly direction. Install 2-5" concrete encased conduits from existing MH – 170 (+/- 110 feet) to existing P 3023 and from existing MH – 170 to proposed Pole 3023-50 (+/- 140 feet) on Congress St and Harbor St.

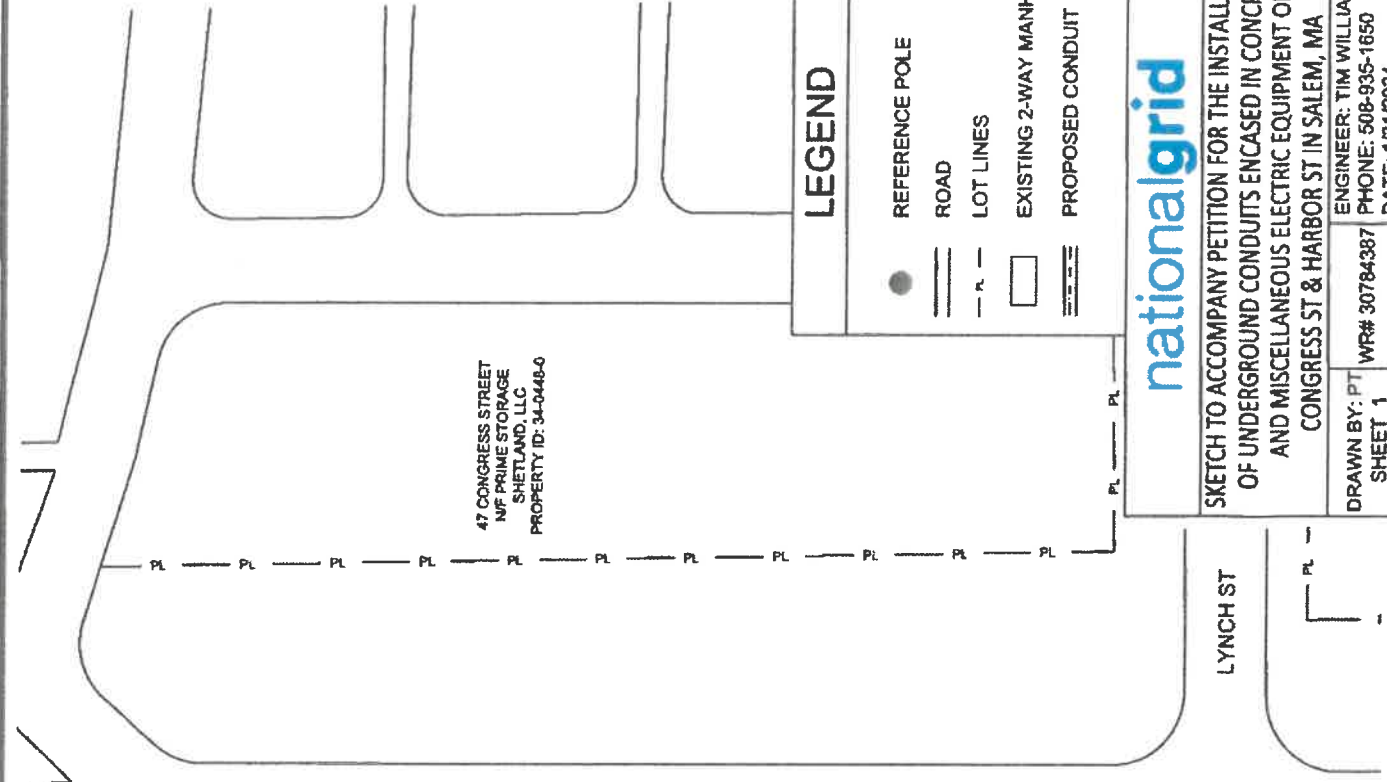
I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20
....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid for permission to construct the underground
electric conduits described in the order herewith recorded, and that I mailed at least seven days
before said hearing a written notice of the time and place of said hearing to each of the owners of
real estate (as determined by the last preceding assessment for taxation) along the ways or parts of
ways upon which the Company is permitted to construct the underground electric conduits under
said order. And that thereupon said order was duly adopted.

.....
.....



LEGEND

- REFERENCE POLE
- ROAD
- - - LOT LINES
- EXISTING 2-WAY MANHOLE
- PROPOSED CONDUIT

nationalgrid

SKETCH TO ACCOMPANY PETITION FOR THE INSTALLATION
OF UNDERGROUND CONDUITS ENCASED IN CONCRETE
AND MISCELLANEOUS ELECTRIC EQUIPMENT ON
CONGRESS ST & HARBOR ST IN SALEM, MA

ENGINEER: TIM WILLIAMSON
PHONE: 508-935-1650
DATE: 1/31/2024

DRAWN BY: PT WR# 30784387
SHEET 1

CONGRESS ST

LYNCH ST

HARBOR ST

MH 170

NEW
P 3023-50

73 - 75 HARBOR STREET
N/F EAZ REALTY TRUST
PROPERTY ID: 34-0376-0

69 HARBOR STREET
N/F 69 HARBOR
STREET DEV LLC
PROPERTY ID: 34-0377-0

17 PRINCE STREET
N/F DESILVESTRE
ORLANDO A
PROPERTY ID: 34-0341-0

64 HARBOR STREET
N/F SALEM POINT II
LIMITED PARTNERSHIP
PROPERTY ID: 34-0339-0

78 CONGRESS STREET
N/F PRIME STORAGE
SHETLAND, LLC
PROPERTY ID: 34-0338-0



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

February 22, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

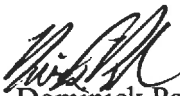
Dear City Councillors:

I reappoint, subject to City Council confirmation, the following Salem residents to these boards and commissions, for the terms set forth below.

| Name | Board/Commission | Term Length | Term Expiration |
|------------------|-------------------------------------|--------------------|------------------------|
| Jack Butterworth | Affordable Housing Trust Fund Board | 2 years | April 1, 2026 |
| Jonathan Berk | Planning Board | 5 years | March 1, 2029 |
| Sarah Tabet | Planning Board | 5 years | March 1, 2029 |

I recommend confirmation of these reappointments and ask that you join me in thanking them for their continued dedicated service and commitment to our community.

Sincerely,


Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

February 22, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

I am pleased to appoint Romell Kidd of 41 Osborne Hill Drive to the Salem Housing Authority Board for a five-year term to expire February 22, 2029. Mr. Kidd will be taking the seat previously held by Charity Lezama.

Mr. Kidd currently works as a property manager for Peabody Properties with a portfolio of over 400 units of housing, including income-based affordable, Section 8, LIHTC and market rate, 236A, and workforce housing, as well as commercial units. The properties he oversees are located in Boston, Chelsea, Lynn, and Arlington. Previous to his time with Peabody Properties he was a property manager for Hallkeen Management and Maloney Properties. Mr. Kidd serves on the Board of Directors of the New American Association of Massachusetts and holds a Bachelor's degree in Hospitality and Management from West Indies College.

An Accredited Residential Manager and an immigrant with a family life experience coming out of income-based housing, Mr. Kidd will bring a degree of both professional and lived experience to the Board and its important work on behalf of the tenants of the Salem Housing Authority. I recommend confirmation of his appointment and hope you will join me in thanking him for expressing an interest in this important role.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

February 22, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors,

I am pleased to appoint Betsy Frederick, of 93 Canal Street Unit 5, to serve on the Sustainability, Energy and Resiliency Committee for a three-year term to expire on February 22, 2027.

Ms. Frederick is an LEED-accredited (Leadership in Energy and Environmental Design) environmental planner with over thirty years of experience in the field of municipal infrastructure program management and regulatory compliance. She has served as a Project Manager on sustainability and resiliency projects for dozens of Massachusetts municipalities, primarily in the area of watershed management and stormwater program design, management and execution. Ms. Frederick holds a bachelor's degree in history from Boston College and a master's degree in Resource Preservation Planning from Boston University. In addition to her extensive professional experience, Ms. Frederick currently serves on the Board of Directors for Salem Alliance For the environment (SAFE).

I strongly recommend confirmation of Ms. Frederick's appointment to the Sustainability, Energy and Resiliency Committee. We are fortunate that she is willing to volunteer in this important role and lend her time, interests and dedication to this important board and its work.

Sincerely,

Dominick Pangallo

Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors,

I am pleased to appoint Stephen Larrick of 17 Carlton Street to serve on the Zoning Board of Appeals. Mr. Larrick will be filling the alternate seat previously held by Hannah Osthoff with a term to expire September 14, 2024.

Mr. Larrick is currently the Digital Services Manager for the Metropolitan Area Planning Council, where he manages a software applications team, including two developers and a portfolio of dozens of online tools; leads product management and user research and oversees MAPC's portfolio of digital equity projects to provide greater access to online life for residents who have historically been left behind by the digital divide. Mr. Larrick holds a B.A. in Urban Studies and Philosophy from Brown University.

As a former Planning Director for the City of Central Falls, Rhode Island, Mr. Larrick possesses years of experience serving as staff support to a zoning board, providing administrative project review and advisory guidance on land use decisions, and negotiating community benefits from developers. In addition, through his work with cities across the country and in the Boston area - both as an academic researcher and as a consultant - he maintains a rich knowledge and valuable perspective on how various communities approach common challenges, and what best practices have worked, including in the domain of land use and zoning. Mr. Larrick looks forward to the opportunity to bring his expertise and familiarity to the Zoning Board of Appeals as its newest member.

I strongly recommend confirmation of Mr. Larrick's appointment to the Bicycling and Shared Path Advisory Committee. We are fortunate that he is willing to volunteer in this important role and lend his time, interests and dedication to this important board and its work.

Sincerely,

Dominick Pangallo
Mayor, City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors,

I am pleased to appoint Emmylou Manwill, of 15 Heritage Drive, Apt. 17, to serve on the Bicycling and Shared Path Advisory Committee for a three-year term to expire on September 14, 2026. Ms. Manwill will be filling the seat previously held by Alexandra Maranto.

As a regular cyclist and avid BlueBike user, both for recreation and daily commuting, Ms. Manwill values the opportunity to utilize her skills and background by serving on the Bicycling and Shared Path Advisory Committee to engage with the community on the local level and advocate for and support improved bike infrastructure. Furthermore, Ms. Manwill lives in a part of Salem not currently represented by any other Bike Committee members.

Ms. Manwill is currently an Immigration Staff Attorney at MetroWest Legal Services where she represents resettled Afghans in Massachusetts in their immigration matters including Asylum, Special Immigrant Visas, Adjustment of Status, Temporary Protected Status, and applications for Employee Authorization Documents. Ms. Manwill holds a law degree from Boston University, an H.B.A cum laude in International Studies with an emphasis in Ethnic Conflict and a B.A. cum laude in Political Science from the University of Utah. In addition to her professional experience, Ms. Manwill serves as a Council Member on the Student Services Committee of the BU Law Young Alumni Council, is a Congressional Liaison for the American Immigration Lawyers Association of New England and is a member of the American Immigration Lawyers Association.

I strongly recommend confirmation of Ms. Manwill's appointment to the Bicycling and Shared Path Advisory Committee. We are fortunate that she is willing to volunteer in this important role and lend her time, interests and dedication to this important board and its work.

Sincerely,

Dominick Pangallo
Mayor, City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors,

The Salem Redevelopment Authority is the appointing body for the Design Review Board and reappointed one of their members.

Marc Perras, of 6 Union Street #1, was reappointed to the Board during their meeting on December 20, 2023 for another three year term to expire on December 8, 2026.

This letter is being sent for informational purposes as no City Council confirmation is required.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

I reappoint Donald R. Famico of Salem to serve as a Constable in the City of Salem for a term to expire March 14, 2027.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



City of Salem, Massachusetts
Police Department Headquarters

95 Margin Street

Salem, Massachusetts 01970

(978) 744-2204

CHIEF OF POLICE

LUCAS J. MILLER

27 February 2024

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

Re: Donald R. Famico – Constable Reappointment

Dear Mayor Pangallo,

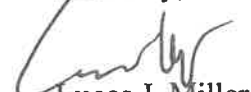
Mr. Donald R. Famico, Salem resident, has submitted his application for re-appointment as a constable with the City of Salem. He has been a constable in Salem for over twenty years and is currently employed as the part-time City of Salem Animal Control Officer. He serves as a constable in a private capacity.

The required criminal indices checks on Mr. Famico have been completed and no derogatory information that would preclude him from reappointment has surfaced. I interviewed him on 26 February 2024 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. Famico on his application, the results of his criminal history checks and my interview with him, Mr. Famico meets the standards for reappointment and continued service as a constable with the City of Salem.

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

Sincerely,


Lucas J. Miller
Chief of Police

Encl.

cc: constable file



CITY OF SALEM

In City Council,

March 14, 2024

Ordered:

That the sum of Fifty-Two Thousand, Nine Hundred Seventy-Three Dollars and Fifty-Nine Cents (\$52,973.59) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the contractual buyback(s) listed below in accordance with the recommendation of His Honor the Mayor.

| Name | Department | Amount |
|-----------------------------|-------------------------|--------------------|
| Salem Superior Police Union | Salem Police Department | \$5,000.00 |
| Salem Patrol Police Union | Salem Police Department | \$32,000.00 |
| Salem Firefighters Union | Salem Fire Department | \$15,000.00 |
| AFSCME Local 1818 | Various Departments | \$973.59 |
| | | \$52,973.59 |



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear Councillors:

Enclosed herewith is a request for an appropriation of Fifty-Two Thousand, Nine Hundred Seventy-Three Dollars and Fifty-Nine cents (\$52,973.59), be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) for sick leave buybacks submitted in accordance with collective bargaining agreements for the following unions:

| Name | Department | Amount |
|---------------------------|-------------------------|--------------------|
| Salem Superior Police | Salem Police Department | \$5,000.00 |
| Salem Patrol Police Union | Salem Police Department | \$32,000.00 |
| Salem Firefighters Union | Salem Fire Department | \$15,000.00 |
| AFSCME Local 1818 | Various Departments | \$973.59 |
| Total | | \$52,973.59 |

I recommend passage of the enclosed Order and invite you to contact Human Resources Director Lisa Cammarata with any questions that you may have regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK S. PANGALLO
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS

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

RE: Retirement Stabilization

Dear Mayor Pangallo:

I am respectfully requesting the amount of \$52,973.59 be appropriated in the Retirement Stabilization Fund for sick leave buybacks submitted in accordance with collective bargaining agreements with our various unions.

Sick leave buy-back to be paid out under this appropriation request are for active employees, not retirees, who wish to take advantage of contractual language allowing members to buyback certain amounts of unused sick leave, on an annual basis. A lump sum request for this purpose will allow us to process those requests.

A breakdown by bargaining unit is as follows:

| | |
|---------------------------------------|-------------|
| Salem Superior Police Officers Union: | \$5,000.00 |
| Salem Patrol Police Officers Union | \$32,000.00 |
| Salem Firefighters Union | \$15,000.00 |
| AFSCME Local 1818 | \$973.59 |

Total amount: \$52,973.59

Thank you for your attention and cooperation with this request, and if you have any questions, please do not hesitate to contact me.

Very truly yours,


Lisa B. Cammarata

cc: File



CITY OF SALEM

In City Council,

March 14, 2024

Ordered:

That the sum of Sixteen Thousand, Six Hundred Twenty-Five Dollars and Zero Cents (\$16,625.00) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the contractual buyback(s) listed below in accordance with the recommendation of His Honor the Mayor.

| Name | Department | Amount |
|----------------------|----------------------------|--------------------|
| Salem Teachers Union | Salem School Department | \$16,625.00 |
| | | \$16,625.00 |



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear Councillors:

Enclosed herewith is a request for an appropriation of Sixteen Thousand, Six Hundred Twenty-Five Dollars and Zero Cents (\$16,625.00), be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) for sick leave buybacks submitted in accordance with collective bargaining agreements for the following union:

| Name | Department | Amount |
|-----------------------------|--------------------------------|--------------------|
| <u>Salem Teachers Union</u> | <u>Salem School Department</u> | <u>\$16,625.00</u> |
| Total | | \$16,625.00 |

I recommend passage of the enclosed Order and invite you to contact Human Resources Director Lisa Cammarata with any questions that you may have regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK S. PANGALLO
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS
HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630

February 27, 2024

RE: Retirement Stabilization

Dear Mayor Pangallo:

I am respectfully requesting the amount of \$16,625.00 be appropriated in the Retirement Stabilization Fund for sick leave buybacks submitted in accordance with collective bargaining agreements with our various unions.

Sick leave buy-back to be paid out under this appropriation request are for active employees, not retirees, who wish to take advantage of contractual language allowing members to buyback certain amounts of unused sick leave, on an annual basis. A lump sum request for this purpose will allow us to process those requests.

| | |
|----------------------|-------------|
| Salem Teachers Union | \$16,625.00 |
|----------------------|-------------|

Total amount: \$16,625.00

Thank you for your attention and cooperation with this request, and if you have any questions, please do not hesitate to contact me.

Very truly yours,

Lisa B. Cammarata

cc: File



CITY OF SALEM

In City Council,

Ordered:

March 14, 2024

That the sum of Eight Thousand Seven Hundred Twenty Dollars and Zero Cents (\$8,720.00) is hereby appropriated from the "Fund Balance Reserved for Appropriation – Free Cash" account to the account listed below to fund agenda software training in accordance with the recommendation of His Honor the Mayor.

| Description | Fund | Amount |
|--|------------|--------------------|
| Software Support/Enhancements City Council | 11112-5520 | \$ 8,720.00 |
| | | \$ 8,720.00 |



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

The enclosed Order transfers \$8,720 from Free Cash to the City Council – Software Supports/Enhancements account for the purpose of providing on-site training from CivicPlus on the use of their agenda management software, CivicClerk, for City Council meeting materials.

The implementation of CivicClerk has been a number of years in development and will greatly increase transparency to the public around City Council items and actions. I recommend adoption of the enclosed Order and invite you to contact City Clerk Ilene Simons should you have any questions.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM

In City Council, March 14, 2024

Ordered:

To accept the donation from Biff Michaud in the amount of Twenty-Six Thousand Three Hundred Ninety-Four Dollars (\$26,394.00) to the Salem Fire Department to purchase six thermal imager units. These funds will be deposited into the Fire Donation Fund 24131-4830 in accordance with the recommendation of His Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear Councillors:

Enclosed is a request to accept a donation from Biff Michaud in the amount of Twenty-Six Thousand Three Hundred Ninety-Four Dollars (\$26,394.00) These funds will be deposited into the Fire Donation Fund (24131-4830) to purchase six thermal imager units.

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 FIRE DEPARTMENT



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

ALAN E. DIONNE
CHIEF
978-744-6990
ADIONNE@SALEM.COM

FIRE PREVENTION
BUREAU
978-745-7777

February 20, 2024

Honorable Mayor Pangallo and City Councilors,

I am pleased to inform you that Salem business owner Biff Michaud has reached out to my department and offered to make an incredibly generous donation of \$26,394.00 to purchase Six Thermal Imager units for the Salem Fire Department.

Thermal imagers are used daily in the fire service. Primarily, they are employed to search for lost victims and orient firefighters in heavy smoke and fire conditions. Thermal imagers are also extensively used to identify overheated electrical components, light fixtures, plugs, etc., and to determine hot spots when locating a fire in a wall or a specific portion of a structure. They are proven life savers and are an essential tool for the fire department.

Presently, Salem has four functioning thermal imagers –all older than ten years and approaching the end of their useful life span. These units operate using 1st generation technology and are limited in their abilities. NFPA requirements also limit how long these units can be safely relied on. The newer equipment more cost-effective, and the technology has advanced to a level far superior to anything presently in use by the department.

With the Mayor's office's and City Council's approval, Mr. Biff Michaud has agreed to fund the purchase of six Thermal Imagers as detailed in the attached quote. This will place a new highly advanced thermal imager on five Salem fire apparatus and one in the command vehicle.

I hope this meets with your approval,

Sincerely,

Alan E Dionne
Chief of Department

FIRE TECH & SAFETY OF NEW ENGLAND INC.
 100 Business Park Dr., Unit 6
 Tyngsborough, MA 01879
 1-800-256-8700 Fax (978) 649-6833



Name / Address

SALEM FIRE DEPT.-MA
 48 LAFAYETTE ST.
 SALEM, MA 01970

Quote

| Date | Quote # |
|-------------------|---------|
| 2/2/2024 | 204843 |
| Valid for 15 Days | |



| Project | Terms | Rep |
|---------|--------|-----|
| | Net 30 | MT |

| Qty | Description | Unit Price | Total |
|--------------|--|------------|--------------------|
| 1 | BULLARD QXT THERMAL IMAGER WITH TRUCK MOUNT CHARGER, XTRETRACT, BLACK LOWER AND ORANGE UPPER HOUSING | 8,350.00 | 8,350.00 |
| 1 | BULLARD XT SERIES ELECTRONIC THERMAL THROTTLE | 399.00 | 399.00 |
| 1 | BULLARD XT SERIES 2X/4X DIGITAL ZOOM | 400.00 | 400.00 |
| 5 | BULLARD TXS 320 WITH XSCHARGER, (2) XSBATT, & (1) XSRETRACT | 3,449.00 | 17,245.00 |
| | SHIPPING AND HANDLING INCLUDED IN PRICE | 0.00 | 0.00 |
| Total | | | \$26,394.00 |

Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700
 Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>
 Unless otherwise noted on this quote, freight may be added at time of invoicing as Prepay & Add terms



City of Salem

In the year Two Thousand and Twenty-four

An Ordinance to regulate camping

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

Section 1. Chapter 24 is hereby amended by adding a new Section 24-31 *Camping*

“Section 24-31 Camping

(a) Definitions

For the purposes of Section 24-31, the following definitions shall apply:

“To camp” means to pitch, erect, or occupy a Campsite or to use Camp Materials, or both, for the purposes of, or to facilitate, outdoor sheltering, either temporarily or permanently.

“Campsite” means any place where a tent, tarp, or other temporary structure is established for the purpose of maintaining an outdoor shelter.

“Camp Materials” means items used to establish or facilitate occupancy of a Campsite, including tents, tarps, or other temporary structures, as well as large furniture, stoves, and other cooking instruments.

“City Storage Program Policy” refers to the City’s written policy for storage and tracking/record-keeping of Eligible Property.

“Eligible Property” means items including, but not limited to, personal identification and documents, valuables, clothing, hygiene products and toiletries, personal effects, and items of basic necessity. Any item damaged in such a manner that it is deemed, by the Board of Health or their Agent, to be unsafe to store or may pose a health risk or hazard, is not Eligible Property. The City Storage Program Policy shall further define property that is eligible for storage.

“Emergency Shelter Space” means a City-authorized location, within the City of Salem or in any other municipality of which the nearest border of said municipality is no more than 15 miles from the nearest border of Salem, providing temporary shelter or alternative sleeping space practically available to persons experiencing homelessness. Emergency Shelter Space shall be at a shelter, housing accommodation, or alternative sleeping space that maintains policies and

procedures for accommodations under the Americans with Disabilities Act.

“Period When Shelter Is Unavailable” means a length of time in which there is no Emergency Shelter Space available to individuals experiencing homelessness in Salem.

(b) Purpose

- (i) It is the purpose of this Ordinance to promote public health, public safety, general welfare, and the economic health and well-being of Salem, its workers, visitors, and residents, including individuals experiencing homelessness, by prohibiting unsanctioned camping and the dangerous and unsafe conditions surrounding such Campsites.
- (ii) The Ordinance seeks to improve access to housing and recovery services by restoring access to public spaces, the public right-of-way, and curtailing the existence of Campsites that shield drug trafficking, human trafficking, weapons, fire hazards, violence, and other criminal activity, and that create conditions for large crowds to congregate. It is also the purpose of this Ordinance to protect the rights of individuals related to their personal property and to treat such property with respect and consideration.
- (iii) This Ordinance shall apply to all Campsites and camping on public property, including, but not limited to, streets, sidewalks, and public rights-of-way.

(c) Unlawful Camping on Public Property

It is unlawful for any person to camp or maintain a Campsite or Camp Materials in or on any public property or in the public right-of-way, including, but not limited to, any street, sidewalk, school or public park, unless specifically authorized by the City or during a Period When Shelter Is Unavailable, subject to the restrictions and regulations specified by this Section.

(d) Unlawful Camping on Private Property

Unless specifically authorized by the City or during a Period When Shelter Is Unavailable, it is unlawful for any person to camp or maintain a Campsite or Camp Materials upon private property in the City for more than 48 hours unless allowed by the City’s Zoning Code as a permitted Commercial Recreation (Outdoor) or Nonprofit Outdoor Recreational Facilities use. This section shall not apply to camping activities conducted by minors at or in the yard of their own or their guardian’s residence for recreational purposes.

(e) Restrictions on Unlawful Camping During A Period When Shelter Is Unavailable

- (i) The prohibitions against Campsites and camping in 24-31(c) and 24-31(d) shall not apply during a Period When Shelter Is Unavailable.

- (ii) City officials shall maintain a list of identified Emergency Shelter Spaces with existing capacity, which is updated daily and is communicated upon updating to the Salem Police Department, Health Department, Council on Aging, Veterans Service Officer, and community nonprofits and other agencies, organizations, and entities who work directly with persons experiencing homelessness.
- (iii) During a Period When Shelter Is Unavailable, or when a Campsite is specifically authorized by the City, a Campsite or use of Camp Materials must comply with existing state and local laws to ensure public health and safety of those in and around the Campsite.
- (iv) During any Period When Shelter Is Unavailable, the City, through the Board of Health or its Agent, the Police Department, the Fire Department, and the Department of Inspectional Services, is hereby authorized to promulgate any additional regulations relative to the time, place, and manner for camping and for the density of Campsites on either public or private property, in order to protect public health, maintain access to the public right-of-way, protect private property, and support the effective operation of facilities such as schools, shelters, and health care institutions during such periods.

(f) Offer of Shelter

- (i) In the event of a violation of this Ordinance, the City shall provide, or cause to be provided, an offer of available Emergency Shelter Space to an individual experiencing homelessness and must inform that individual that transportation to available Emergency Shelter Space is available. The City shall furnish or cause to be furnished said transportation.
- (ii) Each Emergency Shelter Space offered to an individual pursuant to 24-31(f)(i) shall be at a shelter, housing accommodation, or alternative sleeping space that maintains policies and procedures for accommodations under the Americans with Disabilities Act.

(g) Storage of Property

- (i) The Salem Police Chief shall establish, and from time to time amend, a City Storage Program Policy not inconsistent with this ordinance.
- (ii) In the event of a violation of this Ordinance, the City shall offer and provide storage for personal belongings consistent with the City Storage Program Policy. The City Storage Program Policy shall provide for the storage of Eligible Property, define at its sole discretion property that is eligible for storage, and provide clear instructions on how individuals with property in storage may regularly access and recover their belongings.

- (iii) The City Storage Program Policy will also provide that for property at a Campsite in violation of this Ordinance and that is not claimed by any person within 24 hours of it being deemed by the City as being unclaimed, City staff will assess whether the property is abandoned property or an individual's temporarily unattended property through reasonable and documented attempts to identify the property owner. Property determined by City staff to pose an immediate health or safety risk is subject to immediate disposal.
- (iv) The City shall store Eligible Property determined, pursuant to 24-31(g)(i), to be temporarily unattended Eligible Property under the City Storage Program Policy. For temporarily unattended property that is not Eligible Property under the City Storage Program Policy, the Inspectional Services Department shall either, at the director or their designee's sole discretion, post notice for 24 hours prior to the removal of the unattended property not eligible for City storage or temporarily store, for at least 24 hours, the unattended property and post notice as to how to recover it.
- (v) City officials shall provide a written copy of the City Storage Program Policy when providing an offer of storage, which shall be made available in any language required pursuant to the City's Language Access Policy.
- (vi) In the event of a violation of this Ordinance, should an individual leave the area of a Campsite without their belongings, City staff shall store eligible property in accordance with the City's Storage Program Policy and this section.
- (vii) In the event of lost property subject to the City's Storage Program Policy, individuals who wish to bring a claim for such lost property shall utilize the City's existing process for submitting claims. No fees may be charged for the processing of claims submitted pursuant to this subsection of the Ordinance.

(h) Removal

Once the City has engaged an individual pursuant to Section 24-31(f) and Section 24-31(g), the City may, in its sole discretion, remove any Campsite and/or Camp Materials not removed by said individual.

(i) Notice to Individuals

- (i) Whenever the City may identify Campsites reasonably presumed by the City to be occupied by individuals experiencing homelessness, and it is not a Period When Shelter Is Unavailable, the City shall distribute weather-resistant notices to said individuals and post weather-resistant signage proximate to said Campsite(s).
 - a. Such signage shall state in any language required pursuant to the City's Language Access Policy: "WARNING: CITY

ORDINANCE RESTRICTS CAMPING. VIOLATION MAY BE SUBJECT TO REMOVAL AND/OR ENFORCEMENT ACTION.”

- b. Such notice shall state the same, in any language required pursuant to the City’s Language Access Policy, along with the full text of this Ordinance, the City Storage Program Policy, and any additional information or resources that the City may determine will be helpful to the individual.
- (ii) Upon the effective date of this Ordinance, once the City has engaged an individual pursuant to Section 24-31(f) and Section 24-31(g) no further notice is required to enforce this Ordinance.
- (iii) During a Period When Shelter Is Unavailable, when the City notifies an individual located in any Campsite that a Period When Shelter Is Unavailable has ended, said individual shall have forty-eight (48) hours to remove their Camping Materials.

(j) Penalty for Violations

Individuals in violation of this Ordinance may be subject to penalties. This Ordinance shall be enforced by the Salem Police Department, the Salem Board of Health or its Agent or their designees, the Salem Department of Inspectional Services, and the Salem Fire Department, as well as any sworn law enforcement agency empowered to make an arrest within the jurisdictional boundaries of the City of Salem. Any of the following penalties may apply:

- a. All enforcement methods authorized by law, including, issuance of a warning, G. L. c. 40, s. 21, or enforcement authorized by G. L. c. 272, s.59 (ordinances or Regulations Relating to Streets, Reservations or Parkways; Alcoholic beverages; Profanity; Arrest Without a Warrant) if the Salem Police or other duly authorized officer on scene determines a violation of G. L. c. 272, s. 59 has occurred in their presence.

(k) Severability

The provisions in this Ordinance are severable. If any part or provision of this Ordinance is held invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected by such holding and shall continue to have full force and effect.”

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



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

The enclosed Ordinance prohibits camping on public property during periods of time when shelter space is available in the community. During times when no shelter space is available in the community, it establishes rules for regulating camping on public property. This measure is based on guidance and advice provided to the City over multiple discussions with leadership at the U.S. Interagency Council on Homelessness concerning evidence-based approaches to our unsheltered homelessness challenges.

Outreach work to Salem's unsheltered homeless residents takes place on a nearly daily basis and includes workers from Lifebridge, Healthy Streets, the Community Impact Unit, and Essex County Outreach. While there have been some successes in moving unsheltered residents into housing or services, the work is very challenging and more clearly needs to be done.

We also know that every day that an encampment continues is a less healthy and more dangerous day for those in the encampment than the day before. For their wellbeing, the City has been endeavoring to identify suitable alternative housing options for these individuals, so they do not have to live outdoors. Given the scarcity of housing and available space in Salem, it has not been an easy task.

Once suitable shelter space has been identified, an ordinance such as this will enable us to ensure unsafe encampments do not persist. The ordinance extends the ability to regulate overnight camping on public property to include non-park public property. This pertains both to prohibiting it when shelter capacity exists and regulating it when that capacity does not. Simultaneously to the development of this ordinance, City staff and community partners have been working to identify temporary and alternative shelter options to accommodate our unsheltered residents.

The position of this administration is and will continue to be that the best and most enduring solution to homelessness is to provide homes. The efforts outlined above are all predicated on our ability to find a safe roof over the head for unsheltered residents. In the short term, that may require emergency shelter provisioning or other similar measures. In the long term it must be through the furtherance of our housing work – both the policy efforts that are underway and the projects on the horizon that will create stable housing for the people whom we represent.

In all these efforts, I look forward to working constructively with you to achieve those goals. I recommend adoption of the enclosed Ordinance and invite you reach out to myself, Chief Lucas Miller, Health Agent David Greenbaum, and Assistant Solicitor James Wellock if you have any questions.

Sincerely,



Dominick Pangallo
Mayor
City of Salem

City of Salem

In the year Two Thousand and Twenty-Four

An Ordinance to increase coastal flood resiliency in the City of Salem.

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

Section I. The Zoning Ordinance of the City of Salem is hereby amended by adding the following new section to Chapter 8, Special District Regulations:

“Section 8.9 – COASTAL RESILIENCY OVERLAY DISTRICT

8.9.1 Purpose. The City of Salem recognizes that the increased frequency and intensity of coastal flooding events resulting from climate change poses a threat to human health, safety, and welfare. Through the creation of this Coastal Resiliency Overlay District (C-ROD), the City hereby establishes land use rules reflective of anticipated future sea level rise and coastal flooding scenarios and aims to foster land use that is resilient to projected increased coastal flood risk. This Ordinance is informed by science and technical data available at the time of its adoption, through the Massachusetts Coast Flood Risk Model’s (MC-FRM) projected Significant Wave Weight elevation in a 100-year flood event in 2070 and is anticipated to be updated periodically as new data become available and to maintain reference to a coastal flood risk projection with an approximately fifty-year time horizon.

The goals of this Ordinance are to:

- Protect buildings from projected increased coastal flood risk, with especially high protection provided to residential dwelling units, to protect the health, safety and welfare of occupants and minimize the burden on emergency response services.
- Encourage thoughtful and strategic investment in the built environment to advance the community’s goals, in areas including but not limited to housing and economic opportunity, through resilient land use that adapts to future coastal flood risk.
- Encourage adaptations to future coastal flood risk that are appropriate to the variety of Salem’s existing building stock as well as the community’s unique historic buildings, neighborhoods, and landscapes.
- Provide consistent regulation of land uses within locations projected to be subject to increasing coastal flood risk for the benefit of the city, community, and builders.

8.9.2 District Boundaries. The C-ROD boundary consists of the areas as shown on the zoning map. This mapping is based on the MC-FRM’s projected Significant Wave Weight elevation in a 100-year flood event in 2070. Where interpretation of these boundaries is in question, the

Building Commissioner shall make interpretations, where needed, as to the exact boundaries of the district. The precise boundaries of the C-ROD shall be based on actual site conditions, as determined by the Building Commissioner, based on elevations provided by a licensed professional surveyor. Any person aggrieved by the Building Commissioner’s determination may appeal to the Zoning Board of Appeals pursuant to G.L. c. 40A, Sections 8 and 15 and Section 9 of the Salem Zoning Ordinance. Sea Level Rise Base Flood Elevation and Use Requirements: Minimum Sea Level Rise Base Flood Elevation (“SLR BFE”): The SLR BFE shall be no lower than the corresponding MC FRM projected 100-year flood event’s Significant Wave Height in 2070 as depicted on mapping on file with the City of Salem Department of Planning & Community Development.

8.9.3 Applicability. A building located within the district boundary is subject to the C-ROD as show on Table 1 below:

| TABLE 1: C-ROD APPLICABILITY | | |
|---|---|-------------------------|
| Building Type | Modification of Existing Buildings | New Construction |
| Residential 6 units or more | Yes | |
| Residential; 5 units or fewer | No, unless expanding Structural Lot Coverage over 100% or by any amount that includes a new dwelling unit | Yes |
| Detached accessory buildings | No | |
| Non-residential greater than 7,500 square feet | Yes | |
| Non-residential less than 7,500 square feet | No | Yes |

Notes:

1. For the purpose of the C-ROD, an Accessory Dwelling Unit (ADU) shall be considered a residential unit.
2. A mixed-use building within the C-ROD shall be subject to the requirements of this Section if any of the residential or non-residential thresholds in Table 1 are met.
3. Applicability to Central Business (B5) Zoning District: For projects in the Central Business (B5) District, this Section 8.9 shall be applicable upon approval by the Executive Office of Housing and Livable Communities of a district compliance application that includes the C-ROD district in the compliance model of the application.

8.9.4 Limitation on Uses Below SLR BFE. Residential dwelling units, building mechanical uses, and building electrical service uses shall be located above the SLR BFE except as allowed in the list below and subject to Section 8.9.7, C-ROD Site Plan Review:

1. Residential access and vertical circulation (including lobbies, stairs, and similar spaces)
2. Residential storage
3. Residential Multifamily Common Support and Amenity Space
4. Parking
5. All non-residential uses
6. Building Mechanical Uses and Electrical Service Uses that Cannot Practically Be Located Above SLR BFE, as defined in Section 8.9.25.

8.9.5 Exemptions. The following are exempt from the provisions of the C-ROD.

1. Modification of an existing building where, within a 24-month period, Level 2 Alteration neither exceeds 50% of the aggregate building area below the SLR BFE nor 75% of the aggregate building area above the SLR BFE. Aggregate building area shall be as defined in the Massachusetts State Building Code.
2. New construction or modification of existing structures that do not meet the definition of “Building” per Section 10 of the Zoning Ordinance.
3. Portions of an existing building under separate ownership from a portion of the building where work subject to this Section is proposed to occur. For example, work in one condominium may not trigger the ordinance’s applicability to a separately owned condominium in the same building where work is not proposed.
4. When a modification of an existing building is subject to this ordinance, Building Mechanical Uses and Building Electrical Uses not being reconfigured or extended may remain below the SLR BFE.

8.9.6 Relief from Dimensional Requirements. Where the Project is subject to this C-ROD Ordinance, the design shall adhere to the following provisions:

1. Building Height: Irrespective of Sections 10.0 and 4.1.2.6 of the Salem Zoning Ordinance, Building Height shall be measured starting from the SLR BFE for Projects subject to this Section.
2. Gross Floor Area: In addition to areas excluded by other provisions of the Ordinance, the following shall be excluded from the measurement of Gross Floor Area for Projects subject to this Section: Areas devoted to interior vertical circulation from grade to the SLR BFE (such as stairs, ramps, or elevators); and areas devoted to flood protection equipment.
3. Front, Rear, and Side Yards. The following may be located within required setbacks irrespective of other provisions of the Salem Zoning Ordinances:
 - a. In Front, Rear, and Side Yards: Areas used for vertical circulation (such as stairs, ramps, or elevators) from grade to the required SLR BFE where setbacks are maintained to the maximum extent practicable; and
 - b. In Rear and Side Yards: Flood Protection Equipment, and structures housing mechanical equipment above the required SLR BFE, where setbacks are maintained to the maximum extent practicable.

8.9.7 C-ROD Site Plan Review Required. Projects subject to this section must undergo Site Plan Review per the provisions of this section, which are in lieu of the requirements of Section

9.5 of the Zoning Ordinance, unless 9.5.2 applies, in which case the project is subject to both C ROD Site Plan Review and Site Plan Review Section 9.5. Absent special circumstances, applications under this Section 8.9 for C-ROD Site Plan Approval and under Section 9.5 for Site Plan Approval should be filed together for contemporaneous consideration by the Planning Board.

8.9.8 C-ROD Site Plan Review Application. An Applicant for a Site Plan Review shall file the application to the Planning Board and one (1) copy to the City Clerk. The application shall contain the following information:

- A. Any application for approval of a site plan review under this section shall be accompanied by a site plan, which shall be at a scale to be established by the Planning Board. The plan shall contain the following information, at a minimum:
1. Location and dimensions of all buildings and other construction;
 2. Location and dimensions of all parking areas, loading areas, bicycle racks or bicycle storage areas, walkways and driveways. Plans shall clearly identify pavement grade changes exceeding five (5) percent, and any vegetated slopes steeper than 1V:3H, identify all pedestrian and vehicular pavement materials;
 3. Location and dimensions of internal roadways and access ways to adjacent public roadways;
 4. Lot lines within which the development is proposed in relation to the nearest road intersection;
 5. Location, type, dimensions and quantities of landscaping and screening including retaining walls and fences;
 6. Current and proposed locations, dimensions, and screening of utilities including: water, storm water, sewer, drainage, drain inlets, drainage tanks, back flow preventers, manholes, hydrants, gas, electrical, telephone, wireless communication facilities, HVAC-related mechanicals, transformers, switchgears, generators, intake and exhaust features including: ventilation, stacks, fans, louvers, steam, and recycling and other waste disposal locations;
 7. Location of all existing natural features, including ponds, brooks, streams, wetlands, street trees, and existing vegetation up to the curb line;
 8. Topography of the site, with one foot contours;
 9. Plans depicting the property lines and physical features, including roads, for the project site;
 10. Proposed changes to the landscape of the site, grading, vegetation clearing and planting;
 11. Locations of active farmland, wetlands, permanently protected open space, Priority Habitat Areas and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage & Endangered Species Program (NHESP) and "Important Wildlife Habitat" mapped by the DEP;
 12. Locations of local or National Historic Districts;
 13. Location, arrangement, size, and design of roof mounted and small-scale ground mounted solar energy systems;

14. Location and elevation of existing and proposed applicable FEMA zones, structures, watercourses, applicable Base Flood Elevation mapping, drainage, and drainage easements, means of access, utilities, and sewage disposal facilities, if any;

15. Boundaries of C-ROD overlay district and SLR BFE within the site and citation of information used to establish SLR BFE;

16. Project design that addresses the requirements of the C-ROD Ordinance as applicable; and

17. For buildings that are individually listed in the National Register of Historic Places or have been determined by the Salem Historical Commission to be historically significant: Application materials listed in Section 1.7 of the Salem Historical Commission Guidelines Notebook.

B. A statement, signed and sealed by a state licensed architect or engineer, that all covered building spaces below the SLR BFE are designed to be floodproof in compliance with the requirements of this ordinance.

C. A written narrative describing the proposed Project and how it complies with the requirements in Section 8.9.10 of this C-ROD Ordinance.

D. A list of federal, state, and other local permits required for the Project.

8.9.9 Distribution. The Planning Board shall, within seven (7) days after the receipt of an application pursuant to this Ordinance, transmit one (1) copy of said application to the Director of Sustainability and Resiliency, Building Commissioner, City Engineer, Head of the Fire Department or the Head of the Fire Department's designee, Board of Health, and Conservation Commission, who may at their discretion review and provide written commentary to the Planning Board.

The Planning Board shall not take final action on such application until it has received a report thereon from the Director of Sustainability and Resiliency, Building Commissioner, City Engineer, Head of the Fire Department or the Head of the Fire Department's designee, Board of Health, and Conservation Commission or until thirty-five (35) days have elapsed after distribution of such application to the listed parties.

The Salem Historical Commission shall review Projects that are individually listed in the National Register of Historic Places or have been determined by the Salem Historical Commission to be historically significant. The Historical Commission shall review the application at a public meeting and shall provide advisory comments to the Planning Board. The Historical Commission shall review the application for conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

The Planning Board shall not take final action on an application under this Section until it receives written confirmation from the Historical Commission that the application conforms to the Secretary of the Interior's Standards. The Planning Board may act if at least sixty (60) days have passed since delivery of the application to the Historical Commission and the Planning Board has not received any findings from the Historical Commission during the sixty (60) day period. Said sixty (60) day period may be extended by written agreement between the Applicant and Planning Board.

Nothing set forth in this section is intended to alter or amend the rights and obligations of the Historical Commission, and an Applicant's adherence thereto, pursuant to M.G.L. c. 40C.

8.9.10 Site Plan Review Criteria. When reviewing Projects subject to the C-ROD Ordinance, the Planning Board shall consider the following to the extent applicable. These criteria are in lieu of the general Site Plan Review Criteria in section 9.5 of the Salem Zoning Ordinance, unless the project is also subject per Section 9.5.2, in which case both C-ROD and Site Plan Review Section 9.5 both apply.

1. Adequacy of best engineering practices to eliminate or minimize flood risk or damage to covered building spaces below the SLR BFE, except unoccupied, unimproved, or unenclosed areas (such as crawlspaces) that are not intended for any uses described in this C-ROD Ordinance.
2. If project includes parking located below the SLR BFE within or beneath a building:
 - a. Adequacy of alternatives analysis to demonstrate that locating parking above the SLR BFE is infeasible; and
 - b. Adequacy of operations and management plan to remove vehicles from below the SLR BFE prior to a forecasted flood event.
3. Adequacy of flood protection for all Building Mechanical Uses and Electrical Service Uses that cannot practically be located above SLR BFE, as defined in Section 8.9.25:
4. Adequacy of convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets and sidewalks, particularly in the event of coastal floodwater rising to the SLR BFE.
5. Adequacy of project design to support pedestrian connections.
6. Adequacy of the minimization of the visual impact of utilities, building mechanicals, and flood protection equipment (see Wet and Dry Floodproofing) to the maximum extent practicable. 7. Adequacy of protection of the building's historic character and compatibility with historic character of the surrounding neighborhood.

8.9.11 Decision. After a notice and public hearing as set in G.L. c. 40A, s. 9 and 11, the Planning Board, by a simple majority, may approve the plan provided that it meets the criteria set forth in

Section 8.9.10. 8.9.12 Conditions. The Planning Board may, in appropriate cases as it determines, impose further restrictions upon the development or parts thereof as a condition to granting the approval and may waive any defined restrictions provided the project meets the 8.9.16 Waiver criteria. The Planning Board may, as a condition of approval, require that the Applicant give effective notice to prospective purchasers of the flood hazard conditions associated with said premises and the steps undertaken by the Applicant to alleviate the effects of same.

8.9.13 Relationship to Underlying Zoning. The C-ROD constitutes an overlay district as defined in Section 2.2 of the Salem Zoning Ordinance. The provisions of the Underlying Zoning, as they may be amended from time to time, continue to apply, except as expressly superseded by this C-ROD Ordinance. Where conflicts exist between this C-ROD Ordinance and the remainder of City's Zoning Ordinance, the requirements set forth in this Section shall govern.

8.9.14 Reconstruction After Catastrophe. Irrespective of Section 3.3.7 of the Salem Zoning ordinance, reconstruction of buildings with greater than 5 residential dwelling units or 7,500 square feet of non-residential space shall be subject to this C-ROD ordinance.

8.9.15 Waivers. The Planning Board is empowered to grant a C-ROD Site Plan Review approval that includes a waiver(s) from provisions of the C-ROD Ordinance.

8.9.16 Waiver criteria. In rare cases, waivers may be granted by the Planning Board only upon the Applicant's demonstration that structures, their occupants, and contents are and will be protected from future flood risk per the purposes of this Ordinance without strictly meeting every provision of this Ordinance. In such cases, the Planning Board shall only grant the minimum waiver necessary. In evaluating whether a waiver from one or more of the provisions C-ROD Ordinance is appropriate, the Planning Board shall consider the following:

1. Whether the grade of the existing roadways or sidewalks from which the Property derives its frontage makes full compliance with Section 8.9.10(4) (Vehicular and pedestrian movement) of this Ordinance impractical.
2. Whether there is no practicable way to achieve vertical circulation that complies fully with both this C-ROD Ordinance and with the Americans with Disabilities Act (ADA) and Massachusetts Architectural Access Board (MAAB) standards.
3. Whether the purposes of this Ordinance can be achieved wholly or in part through innovative design approaches without strictly meeting every provision of this Ordinance.
4. Whether the purposes of this Ordinance can be achieved wholly or in part through exterior site features, including, but not limited to, flood walls, earthen berms, or grading above the SRL BFE.

8.9.17 Historic Properties Waiver. If a building subject to the C-ROD lies within a Local Historic District, is individually listed in the National Register of Historic Places, or has been determined by the Salem Historical Commission at a public meeting to be historically significant, the Applicant may request a waiver from one or more provisions of this ordinance provided the petitioner demonstrates that the project meets the provisions of the ordinance to the maximum extent practicable, and that full compliance with the ordinance is not feasible without degrading the structure's historic character.

8.9.18 Waiver Request Submittal Requirements. The Planning Board will only consider the issuance of a waiver to one or more provisions of this Ordinance if the Applicant submits a written request including all of the following:

1. A complete Site Plan Review application under this Ordinance.
2. A list of the specific provision(s) from which a waiver is sought.
3. A written narrative supporting how the waiver request meets the waiver criteria described in Section 8.9.16.
4. Any additional information or materials that may support the Planning Board's consideration of the waiver request.

8.9.19 Peer Review. The Planning Board may retain third-party review services by qualified individuals to assist with the review of applications filed pursuant to this C-ROD Ordinance, as may the Zoning Board of Appeals to support consideration of an appeal of the Building Commissioner's decision regarding the boundaries of the C-ROD, pursuant to MGL Ch. 44, Section 53(G).

8.9.20 Severability. If any section, provision, or portion of this C-ROD Ordinance is deemed to be unconstitutional or invalid by a court, the remainder of the Ordinance shall be effective. In areas of conflict that would prevent compliance with the MA Building Code, the Building Code shall prevail.

8.9.21 Lapse. Site plan approval shall lapse after two years from the grant thereof if a substantial use thereof has not sooner commenced except for good cause. Such approval may, for good cause, be extended in writing by the Board upon the written request of the applicant.

8.9.22 Enforcement. No building permit or Site Plan Review approval for a Project proposed and subject to this C-ROD Ordinance shall be issued without proof of prior compliance and, as appropriate, permit issuance under this Ordinance.

8.9.23 Fee. The Board may adopt reasonable administrative fees and technical review fees for C-ROD site plan review.

8.9.24 Appeal. Any decision of the Board pursuant to this Section may be appealed in accordance with G.L. c. 40A, s. 17 to a court of competent jurisdiction.

8.9.25 Definitions. The defined terms in this Section are for terminology used in this C-ROD Ordinance. To the extent not defined herein, refer to Flood Hazard Overlay District (Section 8.1) for additional definitions of terms related to this Section and Definitions (Section 10.0), notwithstanding any contrary provision(s) elsewhere in the Ordinance.

1. Building Mechanical Uses – Refers to use of a site, structure, or portion(s) thereof to house the mechanical system of a building, including heating, ventilation, air conditioning, or other like features.

2. Building Mechanical Uses and Electrical Service Uses that Cannot Practically Be Located Above SLR BFE – Refers to those Building Mechanical Uses and Electrical Service Uses that must be located below the SLR BFE in order to serve their intended purpose. For example, wiring and piping entering a building from underground must pass through the area below the SLR BFE to serve mechanical or electrical units located above the SLR BFE.

3. Building Electrical Service Use – Refers to uses of a site, structure, or portion(s) thereof to house the main electrical service equipment of a building, including main panelboards, transformers, switchgear, or other like features.

4. Floodproofing, Dry – Is the practice of sealing a space or a building up to the level of the Sea Level Rise Base Flood Elevation (SLR BFE) or higher in order to keep water from entering and

strengthening structural members in anticipation of the hydrostatic and hydrodynamic pressure caused by floodwaters.

5. Floodproofing, Wet – Constructing for the movement of water through a space or a building, which equalizes hydrostatic pressure and helps prevent structural failure, and utilizing materials that will withstand flooding without damage.

6. Flood Protection Equipment - Equipment used to prevent or minimize water infiltration or flood damage. This type of equipment may include, but is not limited to, permanent or deployable flood walls and retention tanks for stormwater or floodwater.

7. Level 2 Alteration– Includes the reconfiguration of space, addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment. (From 2021 International Building Code).

8. Proposed Project/Project – The construction or modification of a building that is subject to this ordinance.

9. Residential Multifamily Common Amenity and Support Space - A shared area within a building that is outside dwelling units and that houses amenities or services available for the shared use or support of residents of a multifamily residential complex. This may include, but is not limited to, a swimming pool, sauna, exercise room, pet washing facility, game room, lounge, mailroom, service desk, management office, or custodial closet.

10. Sea Level Rise Base Flood Elevation (SLR BFE) –The SLR BFE shall be established by the top of the water elevation predicted by the coastal flood risk scenario depicted on the SLR BFE Map on file with the Department of Planning & Community Development.

11. Structural Lot Coverage - That portion of a lot that is covered or occupied by any building or structure, but excluding unenclosed, covered, or uncovered landings or porches (unless such covered landings or porches have habitable space directly above), steps, roof overhangs, bay windows, chimneys and bulkheads as permitted in required setbacks, as well as outdoor fireplaces, decks, patios and pools.

12. Underlying Zoning - The zoning regulations that are otherwise applicable to a Proposed Project or Property within the C-ROD, including the regulations of any other overlay district(s) as set forth in this Ordinance.

13. Zoning Relief - Any Zoning Variance or Special Permit, exception, or zoning map or text change, or any other relief granted for a Proposed Project issued by the Zoning Board of Appeals or Salem Planning Board.”

Section II. This Ordinance shall take effect as provided by City Charter

City of Salem

In the year Two Thousand and Twenty-Four

An Ordinance to replace the existing flood hazard overlay district to maintain eligibility for the Federal Flood Insurance Program in the City of Salem.

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

Section I. Section 8.1 of the City of Salem Zoning Ordinance, Flood Hazard Overlay District (FHOD), is hereby amended by deleting this section in its entirety and replacing it with the following new Section 8.1:

“8.1 - FLOOD HAZARD OVERLAY DISTRICT (FHOD)

8.1.1 Purpose. The FHOD Ordinance is adopted to maintain the City of Salem’s National Flood Insurance Program (NFIP) designation. The FHOD is established as an overlay to all other districts. In Massachusetts, the FHOD is part of a federal requirement for communities that choose to participate in the NFIP. All development in the FHOD, including structural and non-structural activities, whether permitted by right or by building permit, must comply with, 780 CMR (the Massachusetts Statewide Building Code, the “MA Building Code”), 310 CMR (the Department of Environmental Protection Regulations), the Salem Wetlands Protection & Conservation Ordinance (Chapter 50) and its implementing regulations.

The goal of the FHOD is furthermore to:

1. Ensure the safety of the public, the environment, and property through reducing threats to life and personal injury;
2. Eliminate new hazards to emergency response officials;
3. Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding;
4. Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
5. Eliminate costs associated with the response and cleanup of flooding conditions; and
6. Reduce damage to public and private property resulting from flood waters.

8.1.2 Definitions. The defined terms in this Section are for terms used in this FHOD Ordinance. To the extent not defined herein or elsewhere in the Ordinance, words used herein shall have the definitions found in Title 44 of the Code of Federal Regulations, section 59.1, or in the current edition of the MA Building Code where undefined federally.

1. *Development* means any human-made change to improved or unimproved land, including but not limited to construction of buildings or other structures, mining, dredging, filling, grading, paving, excavating, or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]
2. *Floodway* means the channel of the river, creek, or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
3. *Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes but is not limited to docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
4. *Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
5. *Historic structure* means any structure that is:
 - a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places with historic preservation programs which have been approved by the Secretary of the Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior or
 2. Directly by the Secretary of the Interior in states without approved programs.[US Code of Federal Regulations, Title 44, Part 59]
6. *New construction*. Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. New construction includes work determined to be substantial improvement. [Referenced Standard ASCE 24-14]
7. *Recreational vehicle* means a vehicle which is:
 - a. Built on a single chassis;
 - b. 400 square feet or less when measured at the largest horizontal projection;
 - c. Designed to be self-propelled or permanently towable by a light duty truck; and
 - d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.[US Code of Federal Regulations, Title 44, Part 59]
8. *Regulatory floodway* - see *Floodway*.
9. *Special flood hazard area*. The land area subject to flood hazards and shown on a Flood Insurance Rate Map (FIRM) or other flood hazard boundary map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30.
10. *Start of construction*. The date of issuance of a building permit for New Construction (which includes substantial Repair, Rehabilitation, or Improvement), provided the actual Start of Construction is within 180 days after the date of issuance of said permit. The actual start of construction means the first placement of permanent construction of a building (including a

manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings, or construction of columns. For a Substantial Repair, Rehabilitation, or Improvement, the actual “Start of Construction” means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. “Permanent construction” as referenced above does not include land preparation (such as clearing, excavation, grading or filling); the installation of streets or walkways; excavation for a basement, footings, piers (including in-water piers) or foundations; the erection of temporary forms; or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building.

11. *Structure* means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
12. *Substantial repair of a foundation*. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR.
13. *Variance* means a grant of relief by the Salem Zoning Board of Appeals from the terms of the FHOD.
14. *Violation* means the failure of a structure or other development to be fully compliant with this FHOD Ordinance. A structure or other development without an elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

8.1.3 Applicability. The City of Salem requires a permit for all proposed construction or other development in the floodplain overlay district, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.

8.1.4 Determination of Non-Applicability. Upon applicant’s submittal of a written description of the project scope, the Building Commissioner may issue a Determination of this Ordinance’s

Non-Applicability in the event that activities within the FHOD boundaries will have no impact or de minimis impact on flooding.

8.1.5 FHOD Boundaries. The FHOD is herein established as an overlay district. The district includes all special flood hazard areas within Essex County designated as Zone A, AE, AH, AO, A99, V, or VE on the most recent Essex County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program.

The exact boundaries of the FHOD shall be defined by the 1%-chance base flood elevations shown on the FIRM dated July 19, 2018 and further defined by the Essex County Flood Insurance Study (FIS) report dated July 19, 2018. The FIRM and FIS report are incorporated herein by reference and are on file with the City Clerk and Floodplain Administrator.

8.1.6 Designation of Community Floodplain Administrator. The City of Salem hereby designates the position of Building Commissioner to be the official Floodplain Administrator for the City.

8.1.7 Permit Application Procedure. An Applicant for a Permit shall file the application to the Office of Inspectional Services which shall comply with the following submittal requirements:

1. A site plan at an appropriate scale, typically one (1) inch equals forty (40) feet shall be prepared by the appropriate registered professional and shall show at least the following:
 - a. Lot lines within which the development is proposed in relation to the nearest road intersection;
 - b. The location, boundaries and dimensions of each lot in question;
 - c. One-foot contours of the existing and proposed land surface; and
 - d. Location of existing and proposed applicable FEMA zones, structures, watercourses, applicable Base Flood Elevation mapping, drainage, and drainage easements, means of access, utilities, and sewer disposal facilities including leaching fields, if any.
2. A written description of the proposed development or use relative to all applicable provisions of this FHOD Ordinance.
3. Signed attestation that all applicable federal, state, and other local permits required for the project have been obtained.

A permit shall be issued only if a project conforms to this article and all other applicable laws.

8.1.8 Permit Fees. Fees for FHOD permits shall be paid in accordance with the schedule of fees set forth in the Building Code.

8.1.9 Lapse. Rights authorized by a FHOD permit that are not exercised within one (1) year of the date of the grant of such permit shall lapse.

8.1.10 All Other Permits. The Proponent must acquire all other necessary permits prior to the issuance to an FHOD permit and must demonstrate that all necessary permits have been acquired to the extent lawfully feasible.

8.1.11 FHOD Permit Criteria.

1. In Zones A and AE, the proposed use, including filling or excavating, shall not increase the water surface elevation of the one-hundred-year flood more than a net zero or de minimis amount, with consideration of any compensatory flood storage or other mitigation provided.
2. Unnumbered A Zones. In A Zones, in the absence of FEMA Base Flood Elevation (BFE) data and floodway data, the Applicant shall obtain, review, and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other sources (including engineering studies). This shall apply to New Construction, Substantial Repair, Rehabilitation or Improvement, or other Development so defined herein within a Zone A. The Applicant shall elevate residential structures to or above the BFE, provide floodproofing or elevate nonresidential structures to or above the BFE, and prohibit encroachments into floodways.
3. Subdivision Proposals/Development Proposals. All Subdivision proposals and Development proposals in the FHOD district shall:
 - a. be reviewed to assure that:
 - Such proposals minimize flood damage.
 - All public utilities and facilities are located and constructed so as to minimize flood damage.
 - b. Base flood Elevation data. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine BFE on a Project Site, where the BFE is not established by FEMA.
4. Recreational vehicles. In A1-30, AH, AE Zones, V1-30, VE, and V Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the applicable Zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.
5. Protection of Dunes. Alteration of sand dunes is prohibited when the alteration would increase potential flood damage.
6. Watercourse alterations or relocations in riverine areas. In a riverine area, the Floodplain Administrator or their designee shall notify the following of any alteration or relocation of a watercourse:
 - a. Adjacent Communities, especially upstream and downstream
 - b. Bordering States, if affected
 - c. NFIP State Coordinator Massachusetts Department of Conservation and Recreation
251 Causeway Street, 8th floor, Boston, MA 02114
 - d. NFIP Program Specialist Federal Emergency Management Agency, Region I 99 High Street, 6th Floor, Boston, MA 02110

7. Requirement to Submit New Technical Data. If the City acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the City will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to:
 - a. NFIP State Coordinator Massachusetts Department of Conservation and Recreation 251 Causeway Street, 8th floor, Boston, MA 02114
 - b. NFIP Program Specialist Federal Emergency Management Agency, Region I 99 High Street, 6th Floor, Boston, MA 02110
8. Violation and Floodway Encroachment. In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, Local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the Essex County FIRM, encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

8.1.12 Variance and Hardships. Variances to Building Code floodplain standards.

For variances to the state Building Code, the City will request from the MA Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance and will maintain this record in the community's files.

The City shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the FHOD.

8.1.13 Variances to FHOD Ordinance. The Salem Zoning Board of Appeals may grant a variance after due notice and a public hearing in accordance with Section 9.3.2 of the Ordinance so long as the Board finds the relief requested meets the requirements outlined below. A variance from this Ordinance must meet the requirements set out by State law (M.G.L. Chapter 40A, Section 10) and may only be granted if:

1. Good and sufficient cause and exceptional non-financial hardship exist;
2. the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and
3. the variance is the minimum action necessary to afford relief.

8.1.14 Abrogation and Greater Restriction Section. The floodplain management regulations found in this FHOD Ordinance shall take precedence over any less restrictive conflicting local laws, ordinances, or codes.

8.1.15 Disclaimer of Liability. The degree of flood protection required by this FHOD Ordinance is considered reasonable but does not imply total flood protection.

8.1.16 Severability. If any section, provision or portion of this FHOD Ordinance is deemed to be unconstitutional or invalid by a court, the remainder of the Ordinance shall be effective.

8.1.17 Local Enforcement. The Building Commissioner is authorized and directed to enforce all of the provisions of this Section.

8.1.18 Amendments to this Ordinance. The adoption of the FHOD Ordinance is a requirement for Salem's continued participation in the flood insurance program of the federal government. Future amendments to this FHOD Ordinance shall comply with applicable federal requirements.

8.1.19 Relation to Other Laws. The provisions of this FHOD Ordinance are not intended to repeal, amend, abrogate, annul or interfere with any lawfully adopted state or federal laws or regulations or any local ordinances, covenants, regulations or rules. However, where this FHOD Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern. (Note: The jurisdiction of the Building Commissioner under the Salem FHOD ordinance includes areas not shown on the FEMA FIRM Maps)."

Section II. This Ordinance shall take effect as provided by City Charter.

City of Salem

In the year Two Thousand and Twenty-Four

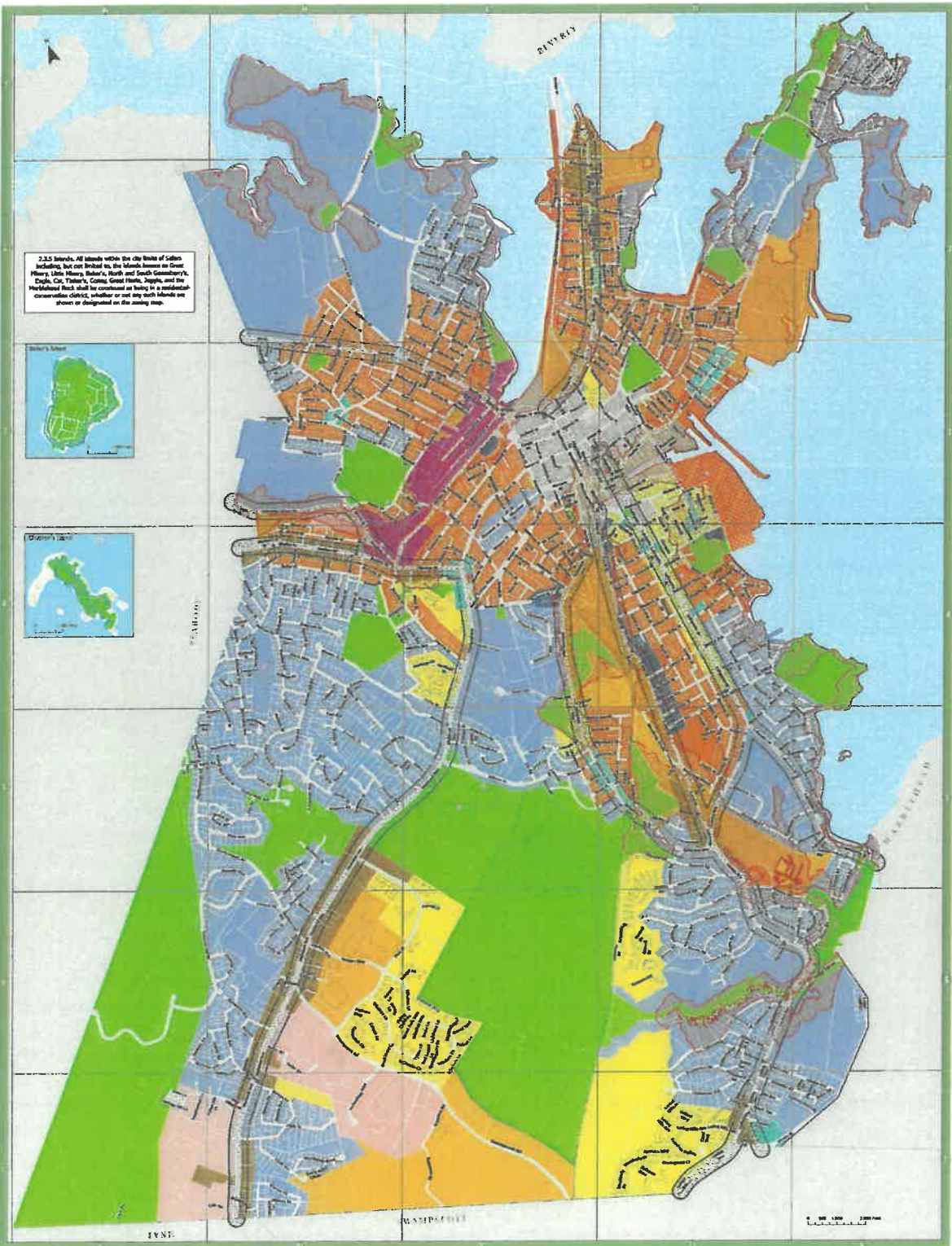
An Ordinance to amend the Salem Zoning Ordinance to establish the Coastal Resiliency Overlay District (C-ROD).

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

Section I. Section 2.2 of the Salem Zoning Ordinance, Overlay Districts, is hereby amended by adding the following new district to the bottom of the table:

| | |
|-------------------------------------|---------|
| Coastal Resiliency Overlay District | (C-ROD) |
|-------------------------------------|---------|

Section II. This Ordinance shall take effect as provided by City Charter.



2.3.5 Islands. All islands within the city limits of Salem including but not limited to, the islands known as Devils, Minary, Little Minary, Minary's North and South Greenhouse, Dog, Cox, Tabor's, Combs, Great Point, Joppa, and the Middleboro Rock shall be considered as being in a residential conservation district, whether or not any such islands are shown or designated on this zoning map.



Mayor Donatrick Pengala

ZONING DISTRICT MAP

Salem, Massachusetts

Map Date: March 2024

| Legend | |
|--------|--|
| | City of Salem |
| | City of Lynn |
| | City of Danvers |
| | City of Beverly |
| | City of Gloucester |
| | City of Lynnfield |
| | City of Rockport |
| | City of Methuen |
| | City of Amesbury |
| | City of Andover |
| | City of North Andover |
| | City of Essex |
| | City of West Andover |
| | City of Topsfield |
| | City of Haverhill |
| | City of Lowell |
| | City of Merrimack |
| | City of Lynnbrook |
| | City of Lynn Heights |
| | City of Lynnfield Heights |
| | City of Lynnwood |
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STREET INDEX

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Mayor Dominick Pungallo

PROPOSED COASTAL RESILIENCY OVERLAY DISTRICT MAP

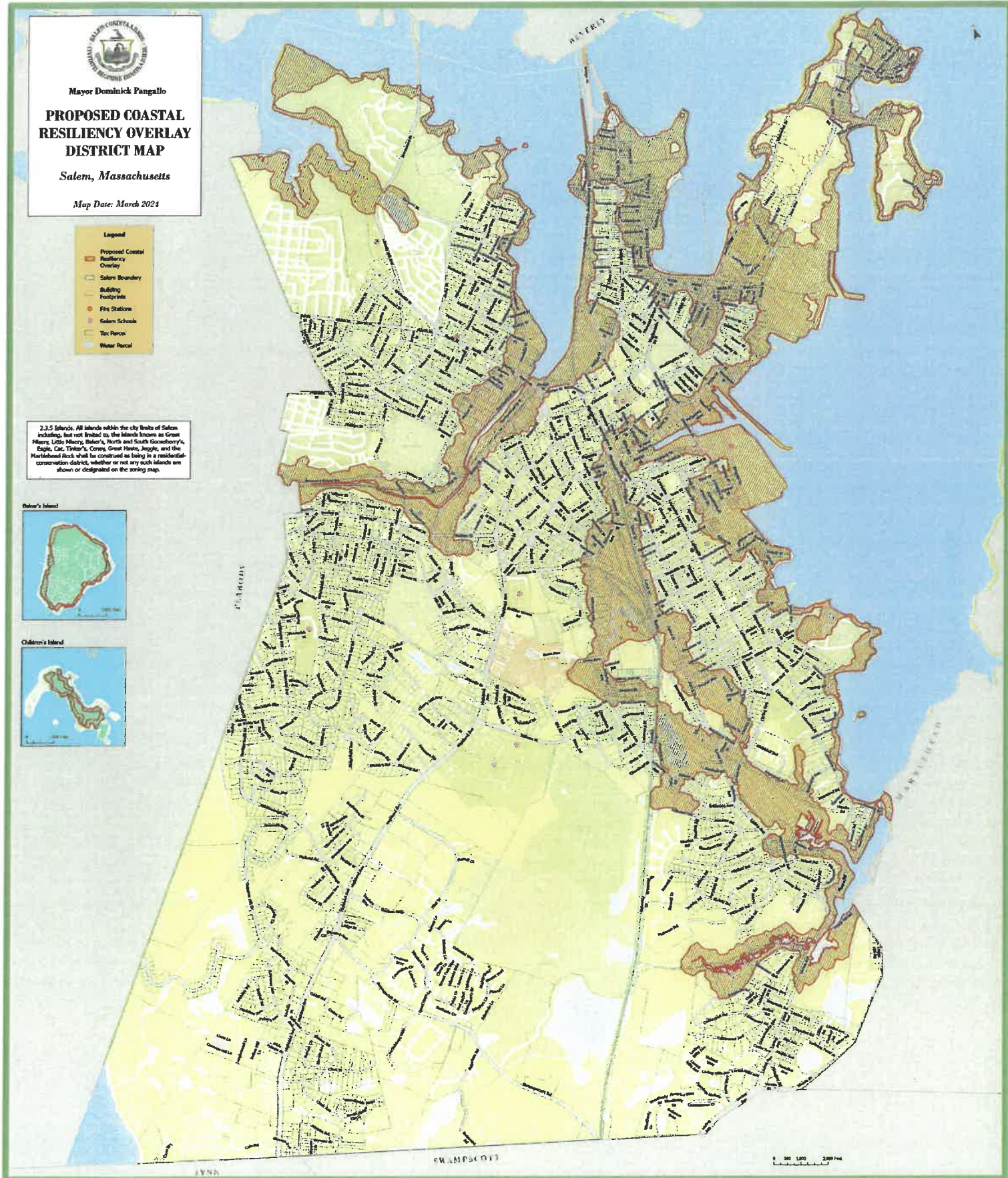
Salem, Massachusetts

Map Date: March 2024

Legend

- Proposed Coastal Resiliency Overlay
- Salem Boundary
- Building Footprints
- Fire Stations
- Salem Schools
- Wet Ponds
- Water Parcel

2.3.5 Islands. All islands within the city limits of Salem including, but not limited to, the islands known as Great Neck, Little Neck, Baker's, North and South Gooseberry's, Eagle, Cat, Tinian's, Covey, Great Hawk, Jingle, and the Marshland Rock shall be construed as being in a residential conservation district, whether or not any such islands are shown or designated on the zoning map.





CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

Enclosed please find proposed Climate Resilience Overlay District (C-ROD) and Flood Hazard Overlay District (FHOD) zoning amendments. The C-ROD is a new ordinance that will increase resiliency to projected future flood risk and the FHOD ordinance is a zoning amendment to the existing FHOD, which will maintain Salem's eligibility to participate in the National Flood Insurance Program.

These proposed zoning amendments are the result of work over the past nearly two years, led jointly by the Planning & Community Development and Sustainability & Resiliency Departments. City staff led a public outreach process and convened a working group of advocates and interested parties to develop these thoughtful and innovative flood resiliency policies tailored to the needs of our community. I am grateful to the members of the working group, including current and former board members and City Councillors, and the City staff who devoted so much time and energy into the creation of these two forward-looking ordinances. You can find presentations and materials from the working group's meetings and public presentations, including the June 21, 2023, presentation to the City Council, at <https://publicinput.com/A7642>.

These zoning amendments are just two of many tools that Salem has developed to respond to the impacts of the climate crisis. The implementation of the criteria in these ordinances is critical to ensuring that new construction in our community will be resilient to projected climate impacts over the coming decades. In conjunction with our energy efficiency initiatives, resilience infrastructure projects, and transportation programs and policies intended to make Salem more navigable without needing a motor vehicle, the C-ROD and FHOD ordinances advance Salem's sustainability and resiliency goals to ensure a more vibrant, safe, and equitable city into the future.

The proposed C-ROD, Section 8.9, establishes a Planning Board site plan review process for new development and major renovations of large buildings within the projected 2070 100-year flood zone. It requires residential dwelling units and most building mechanicals to be placed above the 2070 flood line and mandates flood protection for building elements below the 2070 flood line. To ensure flexibility to local conditions and constraints, the amendment includes a limited waiver option for rare cases when extenuating circumstances warrant relief, as well as a specific consideration for historic properties to ensure we are also meeting our preservation goals.

The proposed amended FHOD, Section 8.1, is necessary to ensure that Salem continues to meet FEMA and State Floodplain Office standards. It additionally includes a streamlined administrative review process.

The enclosed proposed amendments are accompanied by an updated zoning map and proposed revision of Section 2.2 of the Zoning Ordinance to reference the new Coastal Resiliency Overlay District. In all, the Council is receiving, therefore, three ordinances for your consideration: the new C-ROD, the FHOD amendment, and the revision to Section 2.2 necessary for the C-ROD.

I recommend adoption of these ordinances and welcome the opportunity to hear additional feedback from Councillors, Planning Board members, and the public through the required joint public hearing process. Should you have any questions about these measures prior to or during that process, please feel free to contact Tom Daniel, Director of Planning & Community Development.

Sincerely,



Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

DOMINICK PANGALLO
MAYOR

TOM DANIEL, AICP
DIRECTOR

98 WASHINGTON STREET, 2ND FLOOR ♦ SALEM, MASSACHUSETTS 01970
978-619-5685

March 5, 2024

Mayor Dominick Pangallo
City of Salem
93 Washington Street
Salem, MA 01970

Re: Proposed Zoning Amendments for Flood Protection and Climate Resiliency

Mayor Pangallo:

On behalf of both the Department of Planning & Community Development and Department of Sustainability & Resiliency, we are pleased to provide the enclosed amended Flood Hazard Overlay District (FHOD) and new Coastal Resiliency Overlay District (C-ROD) Zoning Ordinances, as well as associated changes to Section 2.2 Overlay Districts and the draft amended Zoning Map. The Flood Hazard Overlay District changes will meet updated minimum state and federal requirements for Salem property owners to remain eligible for federal flood insurance. The Coastal Resiliency Overlay District Ordinance will establish new standards for resiliency to projected worsening coastal flooding. The proposals are the result of over a year's work by City staff, community members, and an environmental consultant. It was created out of public engagement and lengthy working group deliberation.

We wish to take this opportunity to provide a summary of the process to develop these changes to the zoning ordinance. The amended Wetlands Protection & Conservation Ordinance, adopted by City Council in 2022, gave the Conservation Commission new authority to consider climate change projections in its permit review. Through the development of that amendment, staff, elected officials, and members of the public expressed a wish to see expanded protection of human health, safety, and welfare beyond the ecological scope of the wetlands ordinance. Therefore, former Mayor Driscoll directed the Planning and Sustainability & Resiliency Departments to draft new zoning language for this purpose and the City Council appropriated funding to support this work. Staff then convened a new working group and contracted with Beals & Thomas, Inc. to provide technical support.

Along with project lead Tom Devine and ourselves, the following individuals were invited to participate in the working group, which met eight times between July 2022 and January 2024:

- Patti Morsillo, Ward 3 Councilor
- Bob McCarthy, former Ward 1 Councilor and Acting Mayor
- Greg St. Louis, former Conservation Commission Chair

- Kirt Rieder, Planning Board member
- Sarah Tarbet, Planning Board member
- Bill Ross, Planning Board Peer Reviewer, New England Civil Engineering
- Margaret Van Deusen, Salem resident
- Chris Koeplin, Beverly Crossing
- Barbara Warren, Salem Sound Coastwatch
- Gail Kubik, former Sustainability, Energy and Resiliency Committee and Conservation Commission member
- Voula Orfanos, Building Commissioner

The City structured the project’s public engagement to build upon the robust outreach of other climate-related work of the last decade, including the more recent Beverly-Salem Resilient Together Climate Action Plan and wetlands ordinance amendment. DPCD held an online public forum on June 10, 2023 and maintains a webpage (PublicInput.com/SalemFHOD) with project information and documents. In addition, the project team presented in 2023 at public meetings of the Sustainability, Energy and Resiliency Committee (April 26) and City Council Committee of the Whole (June 21).

The new proposed zoning language comes in two parts: First, the amended Flood Hazard Overlay District (FHOD) ordinance that must meet FEMA and State Floodplain Office requirements to maintain the city’s eligibility to participate in the National Flood Insurance Program. This FHOD must reference FEMA’s Flood Insurance Rate Maps, which do not account for worsening flooding projected to occur in the coming decades as the result of climate change. In contrast, the new Coastal Resiliency Overlay District (C-ROD) will be a new section of the zoning ordinance requiring development to be resilient to projected 2070 flood risk.

Flood Hazard Overlay District Summary

The majority of the amended FHOD text is required by FEMA and the State Floodplain Office. One element of the ordinance that the community may customize to suit its own needs is the choice of a permitting mechanism. The revised FHOD ordinance replaces a Planning Board special permit review with an administrative permit through the Building Department. This streamlines review for compliance with the FHOD’s provisions, which are all measurable and non-discretionary, in contrast with the Planning Board’s new C-ROD site plan review. The Building Commissioner, designated as the City’s Floodplain Administrator, may issue a Determination of Non-Applicability for minor work in a flood zone, such as interior upgrades or window or roof replacement, that will have zero or de minimus impact on flooding.

Coastal Resiliency Overlay District Summary

The proposed Coastal Resiliency Overlay District (C-ROD) creates a new Planning Board site plan review for projects within the projected 100-year flood zone in 2070, based on the Massachusetts Coastal Flood Risk Model. The site plan review process is established in Section 8.9.10 of the ordinance to foster land use that is resilient to projected increased coastal flood risk. A specific set of criteria was developed for the Planning Board to consider when evaluating projects subject to the C-ROD.

Applicability

The C-ROD will apply to most new development as well as major renovations of larger buildings, as detailed in Table 1 of the enclosed ordinance. The C-ROD will require residential dwelling units and most building mechanicals to be located above the projected 2070 Sea Level Rise Base Flood Elevation (SLR BFE). Other uses will be allowed below the SLR BFE with adequate flood protection. There are also exempt uses from the C-ROD outlined in Section 8.9.5 of the ordinance,

including but not limited to new construction or modification of existing structures that do not meet the definition of a building.

Relief & Waivers

The C-ROD ordinance provides select relief from dimensional requirements in the underlying zoning to accommodate elevating vulnerable portions of the building above the SLR BFE and placement of flood protection equipment. For example, the maximum building height is measured from the projected 2070 100-year flood elevation instead of adjacent existing grade.

Although the C-ROD is crafted to be practical and implementable, a general waiver provision is included with the intention of being used in the rare event that the unique characteristics of a project justify relief from one or more of the provision of the ordinance.

In addition, a specific waiver provision is incorporated to ensure that the impact on a building's historic character will not be jeopardized by full compliance with the ordinance. This would apply to properties within Local Historic Districts, individually listed on the National Register of Historic Places, or otherwise determined by the Salem Historical Commission as historically significant. Whether seeking a waiver or not, the Historical Commission will be requested to comment on C-ROD site plan review applications for such properties.

The ordinance also includes specific provisions to apply to larger projects being reconstructed after a total loss. While the zoning ordinance otherwise allows reconstruction of nonconforming structures to be rebuilt in-kind after a total loss, the reconstruction of projects greater than 5 residential units or 7,500 square feet of non-residential space will still be subject to this ordinance.

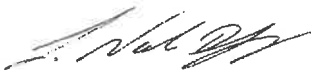
Thank you for the opportunity to work on this important initiative. If you have any questions, please contact Tom Devine at tdevine@saalem.com or 978-619-5685.

Sincerely,



Tom Daniel, AICP
Director of Planning & Community Development

Co-signed by:



Neal Duffy
Director of Sustainability & Resiliency



CITY OF SALEM

In City Council March 14, 2024

RESOLUTION

WHEREAS, a Tax Increment Financing Agreement (hereinafter referred to as the “Agreement”) was entered by and between Salem Wind Terminal, LLC, a Delaware limited liability corporation having its principal office at 9487 Regency Square Boulevard, Jacksonville, Florida (hereinafter referred to as the “Company”), and the City of Salem, a municipality having its principal offices at 93 Washington Street, Salem, Massachusetts 01970 (hereinafter referred to as the “City”), acting through its Mayor, Dominick Pangallo. The Company and the City are each a “party” and, collectively, the “Parties”.

WHEREAS, the Parties entered into the Agreement on the 21st day of September, 2023; and

WHEREAS, the Parties have been engaged with one another in the negotiation of a Community Benefits Agreement (hereinafter referred to as the “CBA”); and

WHEREAS, the City would like to protect the tenets of the CBA and ensure that its terms and conditions are fulfilled.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company hereby agree as follows:

1. Paragraph C.1. of the Tax Increment Financing Agreement is hereby amended by inserting the following at the end of paragraph C.1.:

Any successor, assignee and subsequent owner of the Project that becomes party to this Agreement or derives a tax exemption as a result of this Agreement shall be required to fulfill the obligations of Salem Wind Terminal LLC in the Community Benefits Agreement, executed on the 21st day of February 2024, between the City of Salem and Salem Wind Terminal LLC.

2. Except as provided herein, the terms and obligations of the Agreement are hereby confirmed.

NOW, THEREFORE, BE IT RESOLVED that the Salem City Council hereby endorses the amendment of the Tax Increment Financing Agreement between the Parties, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, on behalf of the City, to execute the amendment to the Tax Increment Financing Agreement.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

In the course of negotiating the Community Benefits Agreement (CBA) with Crowley, the City successfully negotiated for an amendment to the Tax Increment Financing (TIF) Agreement that require any future owner, assignee, or successor to the TIF Agreement to similarly take responsibility for the CBA.

We believe this is a significant and positive change to the TIF Agreement and will ensure that, should Crowley ever depart from the project and a new port operator inherits the benefits of the tax agreement, the new operator will similarly inherit the obligations of the CBA.

The state's Economic Assistance Coordinating Council is prepared to vote on this amendment at their meeting of March 28, 2024, therefore we are asking for the Council to approve it at your meeting of March 14, 2024. I recommend adoption of the enclosed Order and invite you to contact our Director of Planning and Community Development, Tom Daniel, or City Solicitor Beth Rennard should you have any questions.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK PANGALLO
MAYOR

TOM DANIEL, AICP
DIRECTOR

CITY OF SALEM, MASSACHUSETTS

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TELE: 978-619-5685

MEMORANDUM

TO: Mayor Dominick Pangallo

FROM: Tom Daniel 

DATE: March 7, 2024

RE: Salem's Offshore Wind Marshalling Port: Proposed Amendment to TIF Agreement

As you know, the City Council approved a Tax Increment Financing (TIF) Agreement with Crowley Wind Terminal, LLC (Crowley) for the offshore wind marshalling facility. The TIF was subsequently approved by the State's Economic Assistance Coordinating Council (EACC) in September 2023. The TIF was a result of months of discussions and negotiations between the City and Crowley.

After approval of the TIF, the City negotiated a Community Benefits Agreement (CBA) with Crowley which was executed in February 2024. The City, with community participation, dedicated significant time in coming to a consensus with Crowley on the requirements and provisions in this document.

The City would like to protect the tenets of the CBA and ensure that its terms and conditions are fulfilled, whether by Crowley, or by a different operator of the port that receives the benefits of the TIF Agreement.

In order to accomplish this, we have proposed an amendment to the TIF Agreement that will require any successor, assignee, and subsequent owner of the port project that becomes a party to the TIF Agreement be required to also fulfill the obligations of the CBA – see attached 'First Amendment to Tax Increment Financing Agreement' document.

This amendment does not change any of the terms or conditions of the original Agreement. However, since TIFs require City Council approval, please consider submitting this request for the TIF amendment for consideration at the Council's March 14, 2024, meeting. The state, through its EACC, will consider the amendment at its March 28th meeting. As such, I would like to request the Council approve the amendment at its meeting on March 14 and to contact Kate Newhall-Smith or me with any questions in advance of the meeting.

FIRST AMENDMENT TO TAX INCREMENT FINANCING AGREEMENT

This First Amendment to the Tax Increment Financing Agreement (hereinafter referred to as the “Agreement”) is entered by and between Salem Wind Terminal, LLC, a Delaware limited liability corporation having its principal office at 9487 Regency Square Boulevard, Jacksonville, Florida (hereinafter referred to as the “Company”), and the City of Salem, a municipality having its principal offices at 93 Washington Street, Salem, Massachusetts 01970 (hereinafter referred to as the “City”), acting through its Mayor, Dominick Pangallo. The Company and the City are each a “party” and, collectively, the “Parties”.

RECITALS

WHEREAS, the Parties entered into the Agreement on the 21st day of September, 2023; and

WHEREAS, the Parties have been engaged with one another in the negotiation of a Community Benefits Agreement (hereinafter referred to as the “CBA”); and

WHEREAS, the City would like to protect the tenets of the CBA and ensure that its terms and conditions are fulfilled.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company hereby agree as follows:

1. Paragraph C.1. of the Tax Increment Financing Agreement is hereby amended by inserting the following at the end of paragraph C.1.:

Any successor, assignee and subsequent owner of the Project that becomes party to this Agreement or derives a tax exemption as a result of this Agreement shall be required to fulfill the obligations of Salem Wind Terminal LLC in the Community Benefits Agreement, executed on the ____ day of February 2024, between the City of Salem and Salem Wind Terminal LLC.

2. Except as provided herein, the terms and obligations of the Agreement are hereby confirmed.

[Signature page to follow]

Signed under seal this ___ day of _____, 2024 by the Parties' authorized representatives.

AGREED TO:

City of Salem

Salem Wind Terminal, LLC

Dominick Pangallo
Mayor

Name:
Title:

Date of Signature

Date of Signature



CITY OF SALEM

In City Council, March 14, 2024

Ordered:

The Mayor is hereby authorized to enter into an Intergovernmental Agreement with the City of Beverly and the Town of Danvers for the purpose of utilizing a \$2.3 million grant from the Federal Transit Authority to establish a two-year pilot program to implement and operate new regional node-based and flexible stop route transit services for residents of Salem, Beverly and Danvers.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

As you may recall, in 2023 the City was awarded a \$2.3 million federal grant to pilot the expansion of our on-demand ride share service, the Salem Skipper, into neighboring communities. For the last several months our Traffic and Parking staff have been working with colleagues in Beverly and Danvers to plan for this expanded service pilot. The enclosed Intermunicipal Agreement is a required step in the process of launching this trial program.

Once underway, the pilot will operate for one year, with an option for a one-year renewal. A map of the expanded service area is included in the back-up materials. The service for Beverly and Danvers will include specifically targeted areas of high employment or commercial/institutional activity, with the goal of lessening single-passenger vehicle trips to and from these busy locations. Service in Beverly and Danvers will operate from 7:00 a.m. to 7:00 p.m. during the week and from 10:00 a.m. to 7:00 p.m. during the weekend. Salem will continue to have its full core service locally, at our regular service hours. An additional five vehicles will be added to the overall system to accommodate the additional service to Beverly and Danvers.

The Salem Skipper has been heavily utilized since its launch in December 2020. Since that date it has furnished over 230,000 rides, serving as a critical and innovative piece of our local transportation offerings. I recommend adoption of the enclosed Order and invite you to contact Traffic and Parking Director David Kucharsky should you have any questions regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



City of Salem, Massachusetts

Traffic & Parking Department
98 Washington Street, 2nd Floor
Salem, MA 01970
www.salem.com

Dominick Pangallo, Mayor

David Kucharsky, Traffic & Parking Director

February 21, 2024

The Honorable Dominick Pangallo
Mayor of Salem
93 Washington Street
Salem, Massachusetts 01970

RE: Salem Skipper Interlocal Agreement

Dear Honorable Mayor Pangallo:

Last year the city was awarded a \$2.3M grant as part of the Consolidated Appropriations Act of 2023. The awarded funds will permit an expansion of the city's on-demand rideshare service (Salem Skipper) to Beverly and Danvers. An interlocal agreement with the City of Beverly and the Town of Danvers is required for a joint performance of services. Included is a draft of that agreement. Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "David Kucharsky".

David Kucharsky
Traffic and Parking Director

**INTERLOCAL AGREEMENT
FOR
ON-DEMAND RIDESHARE SERVICE
BETWEEN
THE CITY OF SALEM, THE TOWN OF DANVERS, AND
THE CITY OF BEVERLY**

This Interlocal Agreement ("**Agreement**") is made between the City of Salem ("Salem"), acting through its Mayor, Dominick Pangallo, the City of Beverly ("Beverly"), acting through its Mayor, Michael Cahill, and the Town of Danvers, acting through its Town Manager, Steve Bartha, collectively referred to as the "**Parties**" and individually as a "**Party**"; and

Recitals

WHEREAS, this Agreement is to provide a government function or service that each Party is authorized to perform individually, and it serves the common interest of the Parties; and

WHEREAS, the City of Salem has operated an on-demand rideshare service ("Salem Skipper") through a third-party vendor, River North Transit LLC ("Via"), since December 2020.

WHEREAS, access to employment centers and workforce educational facilities in Beverly and Danvers has been identified as a gap in transit services, and such a service shall meet the needs of employers and the workforce, and increase ridership by introducing access to a convenient service, and a shared on-demand rideshare pilot program can test the viability of filling transit gaps in services; and

WHEREAS, the City of Salem applied for and received a grant from the Federal Transit Administration ("FTA") to expand its on-demand transit service to a regional service; and

WHEREAS, Salem solicited proposals pursuant to MGL c. 30B for a regional on-demand service and entered into an agreement with Via entitled **City of Salem Parking & Transportation Department Contract No. 24-03-Plan** and dated 9/28/2023 which includes options to add services within Beverly and Danvers (the "Via Contract"); and

WHEREAS, The FTA has awarded Salem and its regional partners, Danvers, and Beverly, \$2.3 Million in funding for a two-year pilot program to implement and operate new node-based and flexible stop route transit services for citizens of Salem, Beverly, and Danvers.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants made by the Parties in this Agreement, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. **Term of Agreement.** This Agreement shall begin on April 1, 2024, and shall continue for one year with a one-year option to renew. Beverly and Danvers shall notify Salem of its intent to renew by January 1, 2025.

2. **Funding and Payment Requirements.** The FTA has awarded the parties \$2.3 Million allocated over a 2-year period (\$1.15M per year). The City of Salem will be responsible for entering a purchase order for the full cost of the service proposal. Salem will pay the monthly Via invoices and is the party responsible for submitting the documentation for reimbursement to the FTA. The following tables detail each party's financial contributions unless terminated sooner under the terms of the Agreement or grant funds have been exhausted. The contribution amounts will not fluctuate and will afford each community access to the service per this agreement. Salem will invoice Beverly and Danvers monthly for their respective contributions. Payments should be sent to Salem within 30 days of receipt of an invoice.

Table 1 – Via Price Proposal

| | Salem | Beverly | Danvers | TOTAL |
|--------------|-----------------------|-----------------------|---------------------|-----------------------|
| Year 1 | \$1,423,843.50 | \$577,616.50 | \$390,494.50 | \$2,391,954.50 |
| Year 2 | \$1,423,843.50 | \$577,616.50 | \$390,494.50 | \$2,391,954.50 |
| TOTAL | \$2,847,687.00 | \$1,155,233.00 | \$780,989.00 | \$4,783,909.00 |

Table 2 – FTA & Local Contributions 2-Year Breakdown

| FTA Funds (48%) | Local Funds (52%) | TOTAL |
|-----------------------|-----------------------|-----------------------|
| \$1,150,000.00 | \$1,241,954.50 | \$2,391,954.50 |
| \$1,150,000.00 | \$1,241,954.50 | \$2,391,954.50 |
| \$2,300,000.00 | \$2,483,909.00 | \$4,783,909.00 |

Table 3 – Municipal Breakdown

| Year 1 Breakdown | | | |
|------------------|-----------------------|-----------------------|-----------------------|
| Municipality | Local Contributions | FTA Funds | TOTAL |
| Salem | \$1,000,000.00 | \$1,150,000.00 | \$2,150,000.00 |
| Beverly | \$131,465.88 | | \$131,465.88 |
| Danvers | \$110,488.62 | | \$110,488.62 |
| | \$1,241,954.50 | \$1,150,000.00 | \$2,391,954.50 |
| Year 2 Breakdown | | | |
| Municipality | Local Contributions | FTA Funds | TOTAL |
| Salem | \$1,000,000.00 | \$1,150,000.00 | \$2,150,000.00 |
| Beverly | \$131,465.88 | | \$131,465.88 |
| Danvers | \$110,488.62 | | \$110,488.62 |
| | \$1,241,954.50 | \$1,150,000.00 | \$2,391,954.50 |

3. **Ride Share Services (Mobility On-Demand).** Pursuant to the contract with Via, **City of Salem Parking & Transportation Department Contract No. 24-03-Plan**, each Party shall be provided Ride Share Services as shown in **Exhibit A** to serve the Mobility On-Demand Service Area in accordance with the schedule and the number of vehicles set forth in **Exhibit B** attached to and hereby made a part of the Agreement. Service terms, including but not limited to service area, number of vehicles, service times, and fare structure, may be amended during the term of the Agreement upon approval of the parties. Representatives from each Party shall meet monthly with Via to review ridership data and provide input on overall service performance.

The Ride Share Service will use a smartphone application and a fleet of rideshare vehicles to provide service that has no fixed route or schedule but will have several predefined stop locations. Passengers book trips using an app or for customers who do not have a smartphone, by calling a

provided phone number. Passengers may travel anywhere within the designated geo-fence areas. Each trip's route will change or "flex" depending on the passenger load and desired origin and destination points.

The service provides an infinite number of on-demand stops that may be established near shopping, community centers, medical facilities, etc., and where collector streets from the residential neighborhoods join the arterials. Modern technology allows real-time vehicle tracking and fairly accurate arrival time prediction so that wait times are minimized. Most passengers will walk less than a block or two to meet their ride. Those with accessibility needs will be provided with door-to-door service.

4. Cost of Ride Share Services. Per the FTA Grant, all funds must be expended prior to any other payment methods. Any funds over the allocated grant amount will be paid by the agreed Parties.

Payment responsibility for Ride Share Services is outlined in Exhibit B. Any change in service terms as outlined in section two (2) of the Agreement may result in a change in the total cost of Ride Share Services.

5. Marketing of Ride Share Services. Pursuant to the contract, Via will be responsible for marketing the Salem Skipper service, including the deployment of all forms of bespoke marketing materials and methods. The Parties agree to work with Via on marketing efforts and community engagement to raise awareness of the expanded on-demand rideshare service.

6. Early Termination. The Agreement may be terminated by (a) written agreement of all Parties; or (b) by either Party giving ninety (90) days' prior written notice to the other parties. If this Agreement is terminated before a party has been invoiced for services it incurred under this Agreement prior to receipt of the notice to terminate, the terminating party's obligation to pay any such invoice(s), shall survive the expiration or termination of this Agreement.

7. Notices.

a. Each Party's address for Notices (hereinafter defined) is as follows:

If to Salem:

Director of Traffic & Parking Department
98 Washington Street, 2nd Floor
Salem, MA 01970
978-619-5697
Attn: David Kucharsky
dkucharsky@salem.com

If to Beverly:

Director of Planning & Community Development
Beverly City Hall
191 Cabot Street, 3rd Floor
Beverly, MA 01915
978-605-2341
Attn: Darlene Wynne
[dwyne@beverlyma.gov](mailto:dwynne@beverlyma.gov)

If to Danvers:

Director of Land Use & Community Services Department
1 Sylvan Street
Danvers, MA 01923
978-777-0001
Attn: Aaron Henry
ahenry@danversma.gov

b. A Notice, other than an emailed notice, is deemed received as follows:

i. If delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon delivery at the applicable address, as indicated on a signed receipt. If the recipient refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver, as indicated in the records of the mail, messenger, or courier service that attempted to deliver the Notice.

ii. An emailed notice is deemed received when the recipient, by an email sent to the email address of the sender stated in this section or by a notice delivered by another method in accordance with this section, acknowledges having received that email; a “read receipt” does not constitute acknowledgment under this subsection.

8. Miscellaneous.

a. Recitals. The recitals set out near the beginning of the Agreement are true and correct and are a part of the Agreement.

b. No Joint Enterprise. Under no circumstances will the Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties. Without limiting the foregoing, the purposes for which the Parties have entered into the Agreement are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control among the Parties.

c. Successors and Assigns. The Agreement binds and benefits the Parties and their respective successors and assigns.

d. Sole Benefit; No Third-Party Beneficiaries. The Agreement is entered into for the sole benefit of the Parties and their respective successors and assigns. The Agreement does not confer and is not intended to confer any rights, remedies, or benefits upon any other person or entity, including, without limitation, any user of the Ride Services.

e. Authorization. Each Party represents to the other that it is fully authorized to enter into the Agreement and to perform its obligations hereunder.

f. Controlling Law; Venue. The laws of the Commonwealth of Massachusetts govern all transactions and other matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Each Party agrees that for any legal action, proceeding, or claim arising under or relating to the Agreement venue is proper in courts of the Commonwealth of Massachusetts sitting in Essex County, and each Party waives the right to sue or be sued elsewhere; such waiver includes, without limitation, a claim that a court in Essex County is an inconvenient forum. Each party submits to the exclusive jurisdiction of any court of the Commonwealth of Massachusetts sitting in Essex County, Massachusetts.

g. Final Agreement; Amendments Must Be in Writing; No Waiver. The Agreement constitutes the final, complete, and exclusive expression of the Parties' agreement concerning the matters that are the subject hereof. The Agreement may not be supplemented, modified, or qualified by reference to any previous negotiations or course of dealing. The Parties may amend the Agreement only by a written instrument executed by all Parties. Any purported oral amendment of the Agreement is ineffective. Neither (i) a Party's failure or delay in exercising a right or remedy or requiring satisfaction of a condition under the Agreement, nor (ii) any course of dealing between the parties, operates or shall operate as a waiver or estoppel of a right, remedy, or condition under the Agreement.

h. Limitations. The Parties acknowledge and agree that the Agreement does not create any personal obligation or liability for any officer, director, or employee of the Parties.

i. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have drafted such provision.

j. Counterparts. The Parties may execute the Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute a single agreement.

k. Captions. Headings of articles, sections, and subsections of the Agreement are for convenience only and do not affect the construction or interpretation of the Agreement.

l. Indemnity. The Agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.

m. Representations. By execution of the Agreement, each party represents to the other that:

- i. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
- ii. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute the Agreement, and that any necessary resolutions extending such authority have been duly passed and are now in effect;
- iii. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
- iv. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

IN WITNESS WHEREOF the Parties have executed this Agreement on the ____ day of 2024.

CITY OF SALEM

CITY OF BEVERLY

Dominick Pangallo, Mayor

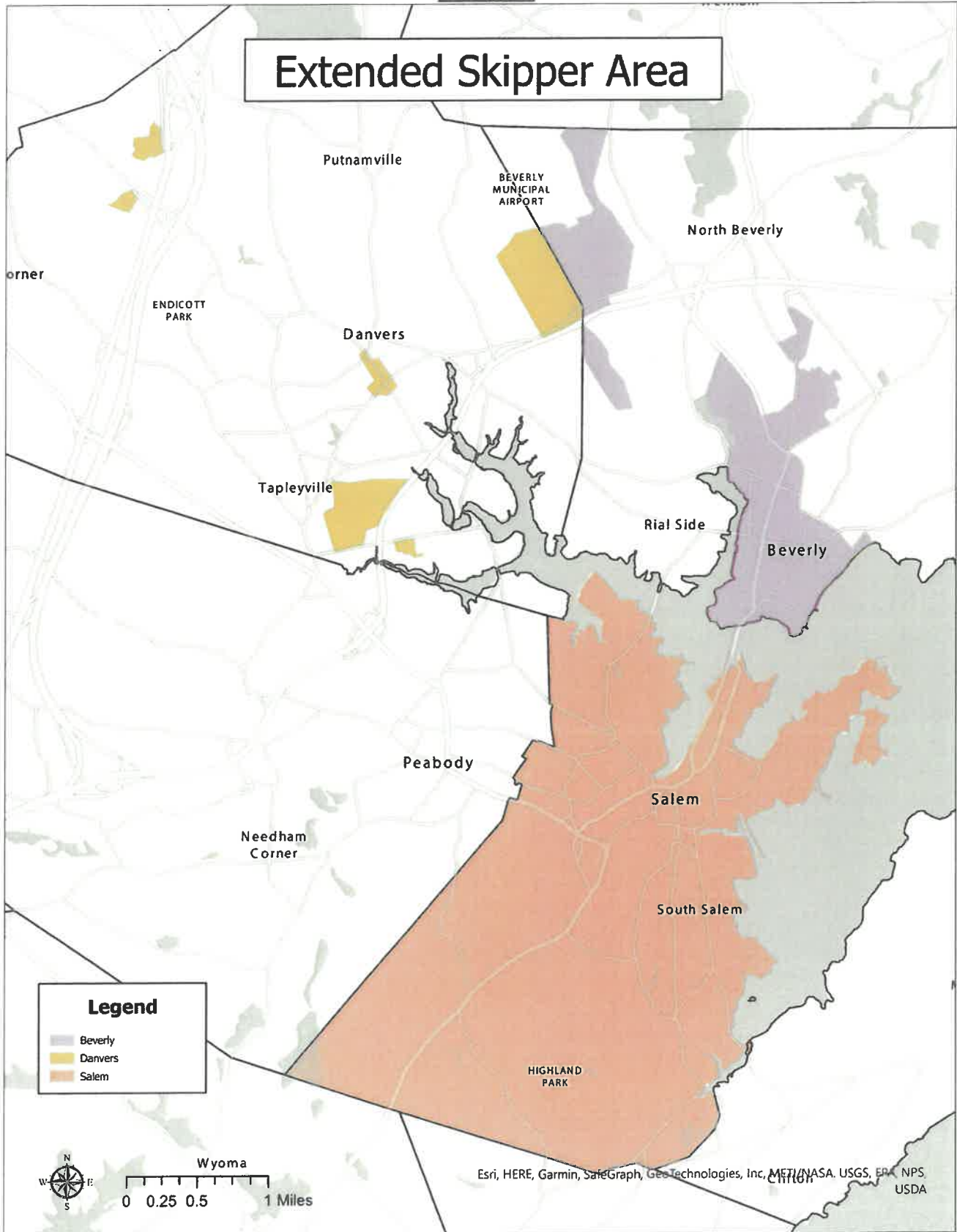
Michael P. Cahill, Mayor

TOWN OF DANVERS

Steve Bartha, Town Manager

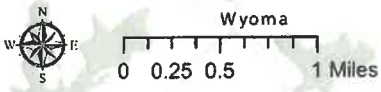
Exhibit A

Extended Skipper Area



Legend

- Beverly
- Danvers
- Salem



Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, USDA

Exhibit B

Mobility On-Demand Service Area Hours:

1. Salem – maintain current service hours:
 - a. Monday-Thursday 7am-10pm
 - b. Friday 7am-12am
 - c. Saturday 10am-12am
 - d. Sunday 10am-8pm.

2. Beverly and Danvers
 - a. Monday-Friday 7am -7pm
 - b. Saturday & Sunday 10am-7pm

Mobility On-Demand Service Vehicles:

1. Salem
 - a. 8-10 vehicles garaged in the city.

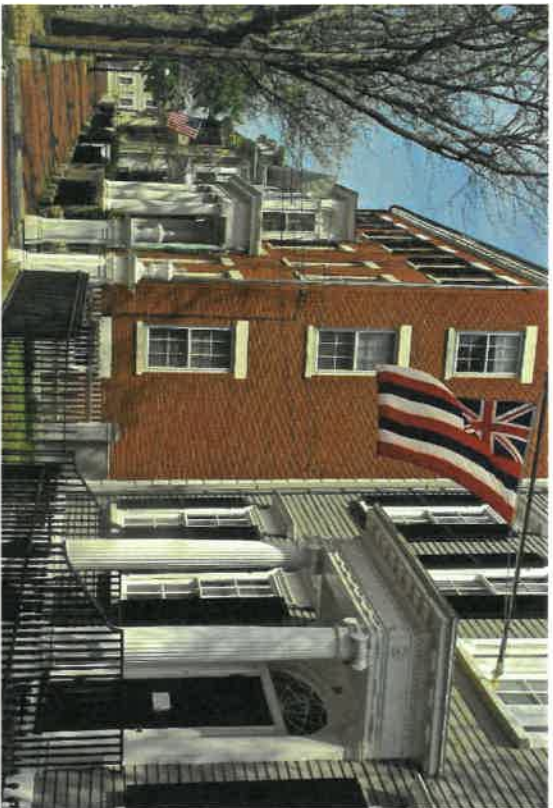
2. Beverly & Danvers – approximately five additional vehicles deployed for expanded service.
 - a. Approximately 3-4 vehicles garaged in each community.



CITY OF SALEM

In City Council, March 14, 2024

ORDERED: That the monthly financial reports year-to-date July 2023 through December 2023 and January 2024 be received and filed



City of Salem

FY 2024 MONTHLY FINANCIAL REPORTS

December 31, 2023

REPORTS

FUND BALANCES

| | | |
|---|--------------------|------------------|
| REVENUE STATEMENT | STABILIZATION | \$ 17,129,434.55 |
| CIP, SALE OF CITY PROPERTY & RETIREMENT STABILIZATION | CAPITAL OUTLAY | \$ 10,577,602.32 |
| FREE CASH, ENTERPRISE RE | SALE OF CITY PROP | \$ 45,045.43 |
| DEPARTMENTAL BUDGET REPORTS | RETIREMENT STAB | \$ 545,793.53 |
| | OPEB | \$ 6,973,914.91 |
| | *FREE CASH | \$ 4,459,601.85 |
| | *WATER & SEWER R/E | \$ 4,289,838.00 |
| | *TRASH R/E | \$ 546,970.00 |

CITY OF SALEM
July 31, 2023
REVENUE STATEMENT

| PRE RECAP FY2024 | ACTUAL MONTH TO DATE | ACTUAL YEAR TO DATE | Y-T-D % COLLECTED | Est. to be collected Y-T-D + (-) |
|---------------------|-------------------------|------------------------|----------------------|-------------------------------------|
|---------------------|-------------------------|------------------------|----------------------|-------------------------------------|

GENERAL FUND

| | | | | | |
|----------------------------------|--------------------|-------------------|-------------------|---------------|----------------------|
| REAL AND PERSONAL(NET) | 118,490,824 | 10,791,859 | 10,791,859 | 9.11% | (107,698,965) |
| MOTOR VEHICLE | 4,550,000 | 159,147 | 159,146.58 | 3.50% | (4,390,853) |
| HOTEL EXCISE | 1,590,000 | - | 0.00 | 0.00% | (1,590,000) |
| MEALS TAX | 1,220,000 | - | 0.00 | 0.00% | (1,220,000) |
| OTHER | 500,000 | - | 0.00 | 0.00% | (500,000) |
| VESSEL EXCISE* | 30,000 | 892 | 891.50 | 2.97% | (29,109) |
| CANNABIS CBA | 0 | - | 0.00 | #DIV/0! | 0 |
| CANNABIS EXCISE | 978,500 | - | 0.00 | 0.00% | (978,500) |
| SHORT TERM RENTAL | 0 | 223 | 222.70 | #DIV/0! | 223 |
| INTEREST ON TAXES | 550,000 | 41,615 | 41,614.53 | 7.57% | (508,385) |
| PAYMENT IN LIEU OF TAXES (PILOT) | 785,000 | 570,480 | 570,479.73 | 72.67% | (214,520) |
| CHARGES FOR SERVICES | 1,025,000 | 133,729 | 93,786.90 | 9.15% | (931,213) |
| PARKING FEES | 2,973,600 | 482,764 | 482,764.31 | 16.24% | (2,490,836) |
| LICENSES AND PERMITS | 1,645,000 | 16,733 | 56,675.21 | 3.45% | (1,588,325) |
| FINES AND FORFEITS | 900,000 | 121,238 | 121,237.96 | 13.47% | (778,762) |
| INVESTMENT INCOME | 375,000 | 308,145 | 308,299.43 | 82.21% | (66,701) |
| MISCELLANEOUS INCOME | 255,000 | 700,000 | 459,951.69 | 180.37% | 204,952 |
| MEDICAID INCOME SCHOOL SPED | 700,000 | 0 | 0.00 | 0.00% | (700,000) |
| NON RECURRING | 0 | 0 | 0.00 | #DIV/0! | 0 |
| TOTAL LOCAL RECEIPTS | 18,077,100 | 1,834,965 | 2,295,071 | 12.70% | (15,782,029) |
| NET MA CHERRY SHEET ASST. | 37,641,877 | 3,067,010 | 3,067,010 | 8.15% | (34,574,867) |
| MSBA REIMBURSEMENTS | 0 | - | - | #DIV/0! | 0 |
| R/RES REDUCE TAX RATE | 0 | - | - | #DIV/0! | 0 |
| OFS/TRANSFERS IN | - | - | 14,573 | #DIV/0! | 14,573 |
| INDIRECT COSTS from W&S | 1,494,046 | - | - | 0.00% | (1,494,046) |
| TOTAL OTHER RECEIPTS | 39,135,923 | 3,067,010 | 3,081,583 | 7.87% | (36,054,340) |
| GENERAL FUND TOTAL | 175,703,847 | 15,693,834 | 16,168,512 | 9.20% | (159,535,335) |

ENTERPRISE FUND

| | | | | | |
|--------------------------------|--------------------|-------------------|-------------------|--------------|----------------------|
| SEWER RATES | 10,788,897 | 765,425 | 765,424.51 | 7.09% | (10,023,472) |
| SEWER TRANS/OFS | - | - | 0.00 | 0 | 0 |
| WATER RATES | 6,358,068 | 410,872 | 410,872.26 | 6.46% | (5,947,196) |
| WATER TRANS/OFS | - | - | 0.00 | 0 | 0 |
| Total Water & Sewer | 17,146,965 | 1,176,297 | 1,176,297 | 6.86% | (15,970,668) |
| TRASH FEES | 967,251 | 70,740 | 70,739.55 | 7.31% | (896,511) |
| TRASH General Fund Subsidy/OFS | - | - | - | #DIV/0! | 0 |
| Total Trash | 967,251 | 70,740 | 70,740 | 7.31% | (896,511) |
| PEG ACCESS | 691,250 | - | - | 0.00% | (691,250) |
| Total Peg Access | 691,250 | 0 | 0 | 0.00% | (691,250) |
| ENTERPRISE FUND TOTAL | 18,805,466 | 1,247,036 | 1,247,036 | 6.63% | (17,558,430) |
| GRAND TOTAL | 194,509,313 | 16,940,870 | 17,415,549 | 8.95% | (177,093,764) |

CITY OF SALEM
August 31, 2023
REVENUE STATEMENT

| | PRE RECAP FY2024 | ACTUAL MONTH TO DATE | ACTUAL YEAR TO DATE | Y-T-D % COLLECTED | VARIANCE Y-T-D + (-) |
|--|---------------------|-------------------------|------------------------|----------------------|-------------------------|
|--|---------------------|-------------------------|------------------------|----------------------|-------------------------|

GENERAL FUND
REAL AND PERSONAL(NET) **118,490,824** **18,297,612** **29,089,471** **24.55%** **(89,401,353)**

| | | | | | |
|---------------------------------|-------------------|------------------|------------------|---------------|---------------------|
| MOTOR VEHICLE | 4,550,000 | 252,133 | 411,279,78 | 9.04% | (4,138,720) |
| HOTEL EXCISE | 1,590,000 | - | - | 0.00% | (1,590,000) |
| MEALS TAX | 1,220,000 | - | - | 0.00% | (1,220,000) |
| VESSEL EXCISE* | 30,000 | 321 | 1,212 | 4.04% | (28,788) |
| CANNABIS CBA | 0 | - | - | #DIV/0! | 0 |
| CANNABIS EXCISE | 978,500 | 0 | 0 | #DIV/0! | (978,500) |
| SHORT TERM RENTAL | 0 | 223 | 223 | #DIV/0! | 223 |
| INTEREST ON TAXES | 550,000 | 41,920 | 83,535 | 15.19% | (466,465) |
| PAYMENT IN LIEU OF TAXES (PILOT | 785,000 | 0 | 570,480 | 72.67% | (214,520) |
| CHARGES FOR SERVICES | 1,025,000 | 86,011 | 219,740 | 21.44% | (805,250) |
| PARKING FEES | 2,973,600 | 329,026 | 811,790 | 27.30% | (2,161,810) |
| LICENSES AND PERMITS | 1,645,000 | 194,635 | 211,368 | 12.85% | (1,433,632) |
| FINES AND FORFEITS | 900,000 | 142,316 | 263,554 | 29.28% | (636,446) |
| INVESTMENT INCOME | 375,000 | 331,681 | 639,826.22 | 170.62% | 264,826 |
| MISCELLANEOUS INCOME | 255,000 | 513,079 | 513,079.48 | 201.21% | 258,079 |
| MEDICAID INCOME SCHOOL SPED | 700,000 | - | - | 0.00% | (700,000) |
| NON RECURRING | 0 | - | - | 0.00% | 0 |
| TOTAL LOCAL RECEIPTS | 18,077,100 | 1,891,346 | 3,726,089 | 20.61% | (14,351,012) |

| | | | | | |
|-----------------------------|--------------------|-------------------|-------------------|---------------|----------------------|
| NET MA CHERRY SHEET ASST. | 37,641,877 | 3,068,779 | 6,135,789 | 16.30% | (31,506,088) |
| MSBA REIMBURSEMENTS | 0 | - | - | #DIV/0! | 0 |
| R/RES REDUCE TAX RATE | 0 | - | - | #DIV/0! | 0 |
| OFS/TRANSFERS IN | 0 | - | 14,573 | #DIV/0! | 14,573 |
| INDIRECT COSTS from W&S | 1,494,046 | - | - | 0.00% | (1,494,046) |
| TOTAL OTHER RECEIPTS | 39,135,923 | 3,068,779 | 6,150,362 | 15.72% | (32,985,561) |
| GENERAL FUND TOTAL | 175,703,847 | 23,257,737 | 38,965,921 | 22.18% | (136,737,926) |

ENTERPRISE FUND

| | | | | | |
|--------------------------------|-------------------|------------------|------------------|---------------|---------------------|
| SEWER RATES | 10,788,897 | 1,083,073 | 1,848,497 | 17.13% | (8,940,400) |
| SEWER TRANS/OFS | - | - | - | 0.00% | 0 |
| WATER RATES | 6,358,068 | 611,742 | 1,022,615 | 16.08% | (5,335,453) |
| WATER TRANS/OFS | - | - | - | 0.00% | 0 |
| Total Water & Sewer | 17,146,965 | 1,694,815 | 2,871,112 | 16.74% | (14,275,853) |

| | | | | | |
|--------------------------------|----------------|----------------|----------------|---------------|------------------|
| TRASH FEES | 967,251 | 228,587 | 299,326 | 30.95% | (667,925) |
| TRASH General Fund Subsidy/OFS | - | - | - | #DIV/0! | 0 |
| Total Trash | 967,251 | 228,587 | 299,326 | 30.95% | (667,925) |

| | | | | | |
|------------------------------|--------------------|-------------------|-------------------|---------------|----------------------|
| PEG ACCESS | 691,250 | 0 | 0.00 | 0.00% | (691,250) |
| Total Peg Access | 691,250 | 0 | 0 | 0.00% | (691,250) |
| ENTERPRISE FUND TOTAL | 18,805,466 | 1,923,402 | 3,170,438 | 16.86% | (15,635,028) |
| GRAND TOTAL | 194,509,313 | 25,181,139 | 42,136,359 | 21.66% | (152,372,954) |

*50% of Vessel Excise is transferred to Harbormaster R/Res Fund on 6/30 PER MGL CH60B

CITY OF SALEM
September 30, 2023
REVENUE STATEMENT

| PRE RECAP FY2024 | ACTUAL MONTH TO DATE | ACTUAL YEAR TO DATE | Y-T-D % COLLECTED | VARIANCE Y-T-D + (-) |
|---------------------|-------------------------|------------------------|----------------------|-------------------------|
|---------------------|-------------------------|------------------------|----------------------|-------------------------|

GENERAL FUND
REAL AND PERSONAL (NET) 118,490,824 429,743 29,519,214 24.91% (88,971,610)

| | | | | | |
|----------------------------------|-------------------|------------------|------------------|---------------|---------------------|
| MOTOR VEHICLE | 4,550,000 | 208,195 | 460,328 | 10.12% | (4,089,672) |
| HOTEL EXCISE | 1,590,000 | 853,092 | 853,092 | 53.65% | (736,908) |
| MEALS TAX | 1,220,000 | 398,691 | 398,691 | 32.68% | (821,309) |
| OTHER | 500,000 | - | - | 0.00% | (500,000) |
| VESSEL EXCISE* | 30,000 | 892 | 1,212 | 4.04% | (28,788) |
| CANNABIS CBA | 0 | - | - | #DIV/0! | 0 |
| CANNABIS EXCISE | 978,500 | 185,024 | 185,024 | 18.91% | (793,476) |
| SHORT TERM RENTAL | 0 | 77,929 | 78,151 | #DIV/0! | 78,151 |
| INTEREST ON TAXES | 550,000 | 87,762 | 129,682 | 23.58% | (420,318) |
| PAYMENT IN LIEU OF TAXES (PILOT) | 785,000 | 583,753 | 583,753 | 74.36% | (201,247) |
| CHARGES FOR SERVICES | 1,025,000 | 230,840 | 316,851 | 30.91% | (708,149) |
| PARKING FEES | 2,973,600 | 885,013 | 1,214,039 | 40.83% | (1,759,561) |
| LICENSES AND PERMITS | 1,645,000 | 91,592 | 286,227 | 17.40% | (1,368,773) |
| FINES AND FORFEITS | 900,000 | 244,555 | 386,872 | 42.99% | (513,128) |
| INVESTMENT INCOME | 375,000 | 616,731 | 948,412 | 252.91% | 573,412 |
| MISCELLANEOUS INCOME | 255,000 | 7,017 | 520,096 | 203.96% | 265,096 |
| MEDICAID INCOME SCHOOL SPED | 700,000 | 193,957 | 193,957 | 27.71% | (506,043) |
| NON RECURRING | 0 | - | - | - | 0 |
| TOTAL LOCAL RECEIPTS | 18,077,100 | 4,665,043 | 6,556,389 | 36.27% | (11,520,711) |

| | | | | | |
|-----------------------------|--------------------|-------------------|-------------------|---------------|----------------------|
| NET MA CHERRY SHEET ASST. | 37,641,877 | 5,332,342 | 8,401,121 | 22.32% | (29,240,756) |
| MSBA REIMBURSEMENTS | 0 | - | - | #DIV/0! | 0 |
| R/RES REDUCE TAX RATE | 0 | - | - | #DIV/0! | 0 |
| OFS/TRANSPFRS IN | 0 | 150,686 | 150,686 | #DIV/0! | 150,686 |
| INDIRECT COSTS from W&S | 1,494,046 | - | - | 0.00% | (1,494,046) |
| TOTAL OTHER RECEIPTS | 39,135,923 | 5,483,028 | 8,551,807 | 21.85% | (30,584,116) |
| GENERAL FUND TOTAL | 175,703,847 | 10,577,813 | 44,627,409 | 25.40% | (131,076,438) |

ENTERPRISE FUND

| | | | | | |
|--------------------------------|-------------------|------------------|------------------|---------------|---------------------|
| SEWER RATES | 10,788,897 | 1,612,481 | 2,695,554 | 24.98% | (8,093,343) |
| SEWER TRANS/OFS | - | - | - | - | 0 |
| WATER RATES | 6,358,068 | 953,463 | 1,565,205 | 24.62% | (4,792,863) |
| WATER TRANS/OFS | - | - | - | - | 0 |
| Total Water & Sewer | 17,146,965 | 2,565,944 | 4,260,759 | 24.85% | (12,886,206) |

| | | | | | |
|--------------------------------|----------------|----------------|----------------|---------------|------------------|
| TRASH FEES | 967,251 | 145,886 | 374,473 | 38.72% | (592,778) |
| TRASH General Fund Subsidy/OFS | - | - | - | #DIV/0! | 0 |
| Total Trash | 967,251 | 145,886 | 374,473 | 38.72% | (592,778) |

| | | | | | |
|------------------------------|--------------------|-------------------|-------------------|---------------|----------------------|
| PEG ACCESS | 691,250 | - | 0.00 | 0.00% | (691,250) |
| Total Peg Access | 691,250 | 0 | 0 | 0.00% | (691,250) |
| ENTERPRISE FUND TOTAL | 18,805,466 | 2,711,830 | 4,635,232 | 24.65% | (14,170,234) |
| GRAND TOTAL | 194,509,313 | 13,289,643 | 49,262,641 | 25.33% | (145,246,672) |

*50% of Vessel Excise is transferred to Harbormaster R/Res Fund on 6/30 PER MGL CH60B

CITY OF SALEM
October 31, 2023
REVENUE STATEMENT

| | PRE RECAP | ACTUAL | ACTUAL | Y-T-D % | VARIANCE |
|---------------------------------|--------------------|-------------------|-------------------|---------------|----------------------|
| | FY2024 | MONTH TO DATE | YEAR TO DATE | COLLECTED | Y-T-D + (-) |
| GENERAL FUND | | | | | |
| REAL AND PERSONAL(NET) | 118,490,824 | 24,531,747 | 54,050,961 | 45.62% | (64,439,863) |
| MOTOR VEHICLE | 4,550,000 | 79,411 | 539,739 | 11.86% | (4,010,261) |
| HOTEL EXCISE | 1,590,000 | - | 853,092 | 53.65% | (736,908) |
| MEALS TAX | 1,220,000 | - | 398,691 | 32.68% | (821,309) |
| OTHER | 500,000 | - | - | 0.00% | (500,000) |
| VESSEL EXCISE* | 30,000 | - | 1,212 | 4.04% | (28,788) |
| CANNABIS CBA | 0 | - | - | #DIV/0! | 0 |
| CANNABIS EXCISE | 978,500 | - | 185,024 | 18.91% | (793,476) |
| SHORT TERM RENTAL | | - | 78,151 | | |
| INTEREST ON TAXES | 550,000 | 37,177 | 166,860 | 30.34% | (383,140) |
| PAYMENT IN LIEU OF TAXES (PILOT | 785,000 | - | 583,753 | 74.36% | (201,247) |
| CHARGES FOR SERVICES | 1,025,000 | 168,720 | 485,571 | 47.37% | (539,429) |
| PARKING FEES | 2,973,600 | 791,689 | 2,005,728 | 67.45% | (967,872) |
| LICENSES AND PERMITS | 1,645,000 | 181,603 | 467,830 | 28.44% | (1,177,170) |
| FINES AND FOREFITS | 900,000 | 112,620 | 499,492 | 55.50% | (400,508) |
| INVESTMENT INCOME | 375,000 | 292,368 | 1,240,780 | 330.87% | 865,780 |
| MISCELLANEOUS INCOME | 255,000 | 7,514 | 527,610 | 206.91% | 272,610 |
| MEDICAID INCOME SCHOOL SPED | 700,000 | - | 193,957 | 27.71% | (506,043) |
| NON RECURRING | 0 | - | - | #DIV/0! | 0 |
| TOTAL LOCAL RECEIPTS | 18,077,100 | 1,671,103 | 8,227,492 | 45.51% | (9,927,759) |
| NET MA CHERRY SHEET ASST. | 37,641,877 | 3,268,100 | 11,669,221 | 31.00% | (25,972,656) |
| MSBA REIMBURSEMENTS | 0 | - | - | #DIV/0! | 0 |
| R/RES REDUCE TAX RATE | 0 | - | - | #DIV/0! | 0 |
| OFS/TRANSFERS IN | 0 | - | 150,686 | #DIV/0! | 150,686 |
| INDIRECT COSTS from W&S | 1,494,046 | - | - | 0.00% | (1,494,046) |
| TOTAL OTHER RECEIPTS | 39,135,923 | 3,268,100 | 11,819,907 | 30.20% | (27,316,016) |
| GENERAL FUND TOTAL | 175,703,847 | 29,470,951 | 74,098,360 | 42.17% | (101,683,638) |
| ENTERPRISE FUND | | | | | |
| SEWER RATES | 10,788,897 | 977,723 | 3,673,277 | 34.05% | (7,115,620) |
| SEWER TRANS/OFS | - | - | - | 0 | 0 |
| WATER RATES | 6,358,068 | 590,073 | 2,155,278 | 33.90% | (4,202,790) |
| WATER TRANS/OFS | - | - | - | 0 | 0 |
| Total Water & Sewer | 17,146,965 | 1,567,796 | 5,828,555 | 33.99% | (11,318,410) |
| TRASH FEES | 967,251 | 94,648 | 469,121 | 48.50% | (498,130) |
| TRASH General Fund Subsidy/OFS | - | - | - | #DIV/0! | 0 |
| Total Trash | 967,251 | 94,648 | 469,121 | 48.50% | (498,130) |
| PEG ACCESSSS | 691,250 | - | - | 0.00% | (691,250) |

CITY OF SALEM
November 30, 2023
REVENUE STATEMENT

GENERAL FUND

REAL AND PERSONAL (NET) 118,490,824 4,050,199 58,101,161 49.03% (60,389,663)

| | PRE RECAP FY2023 | ACTUAL MONTH TO DATE | ACTUAL YEAR TO DATE | Y-T-D % COLLECTED | VARIANCE Y-T-D + (-) |
|---------------------------------|---------------------|-------------------------|------------------------|----------------------|-------------------------|
| MOTOR VEHICLE | 4,550,000 | 88,253 | 627,992 | 13.80% | (3,922,008) |
| HOTEL EXCISE | 1,590,000 | - | 853,092 | 53.65% | (736,908) |
| MEALS TAX | 1,220,000 | - | 398,691 | 32.68% | (821,309) |
| OTHER | 500,000 | - | - | 0.00% | (500,000) |
| VESSEL EXCISE* | 30,000 | 35,072 | 36,284 | 120.95% | 6,284 |
| CANNABIS CBA | 0 | - | - | #DIV/0! | 0 |
| CANNABIS EXCISE | 978,500 | - | 185,024 | 18.91% | (793,476) |
| SHORT TERM RENTAL | 0 | - | 78,151 | #DIV/0! | 78,151 |
| INTEREST ON TAXES | 550,000 | 44,742 | 211,602 | 38.47% | (338,398) |
| PAYMENT IN LIEU OF TAXES (PILOT | 785,000 | 71,500 | 655,253 | 83.47% | (129,747) |
| CHARGES FOR SERVICES | 1,025,000 | 103,076 | 588,647 | 57.43% | (436,353) |
| PARKING FEES | 2,973,600 | 387,437 | 2,393,166 | 80.48% | (580,434) |
| LICENSES AND PERMITS | 1,645,000 | 600,833 | 1,068,663 | 64.96% | (576,337) |
| FINES AND FORFEITS | 900,000 | 198,951 | 698,443 | 77.60% | (201,557) |
| INVESTMENT INCOME | 375,000 | 283,031 | 1,523,812 | 406.35% | 1,148,812 |
| MISCELLANEOUS INCOME | 255,000 | 12,763 | 540,373 | 211.91% | 285,373 |
| MEDICAID INCOME SCHOOL SPED | 700,000 | - | 193,957 | 27.71% | (506,043) |
| NON RECURRING | 0 | - | - | #DIV/0! | 0 |
| TOTAL LOCAL RECEIPTS | 18,077,100 | 1,825,660 | 10,053,152 | 55.61% | (8,023,948) |

| | | | | | |
|-----------------------------|--------------------|------------------|-------------------|---------------|---------------------|
| NET MA CHERRY SHEET ASST. | 37,641,877 | 3,131,652 | 14,800,873 | 39.32% | (22,841,004) |
| MSBA REIMBURSEMENTS | 0 | - | - | 0.00% | 0 |
| R/RES REDUCE TAX RATE | 0 | - | - | #DIV/0! | 0 |
| OFS/TRANSFERS IN | 0 | - | 150,686 | #DIV/0! | 150,686 |
| INDIRECT COSTS from W&S | 1,494,046 | - | - | 0.00% | (1,494,046) |
| TOTAL OTHER RECEIPTS | 39,135,923 | 3,131,652 | 14,951,559 | 38.20% | (24,184,364) |
| GENERAL FUND TOTAL | 175,703,847 | 9,007,511 | 83,105,871 | 47.30% | (92,597,976) |

ENTERPRISE FUND

| | | | | | |
|--------------------------------|-------------------|------------------|------------------|---------------|--------------------|
| SEWER RATES | 10,788,897 | 1,056,338 | 4,729,615 | 43.84% | (6,059,282) |
| SEWER TRANS/OFS | - | - | - | 0.00% | 0 |
| WATER RATES | 6,358,068 | 605,778 | 2,761,057 | 43.43% | (3,597,011) |
| WATER TRANS/OFS | - | - | - | 0.00% | 0 |
| Total Water & Sewer | 17,146,965 | 1,662,116 | 7,490,672 | 43.89% | (9,556,293) |

| | | | | | |
|--------------------------------|----------------|---------------|----------------|---------------|------------------|
| TRASH FEES | 967,251 | 80,617 | 549,738 | 56.84% | (417,513) |
| TRASH General Fund Subsidy/OFS | - | - | - | #DIV/0! | 0 |
| Total Trash | 967,251 | 80,617 | 549,738 | 56.84% | (417,513) |

| | | | | | |
|------------------------------|--------------------|-------------------|-------------------|---------------|----------------------|
| PEG ACCESS | 691,250 | 136,992 | 136,992 | 19.82% | (554,258) |
| Total Peg Access | 691,250 | 136,992 | 136,992 | 19.82% | (554,258) |
| ENTERPRISE FUND TOTAL | 18,805,466 | 1,879,726 | 8,177,402 | 43.48% | (10,628,064) |
| GRAND TOTAL | 194,509,313 | 10,887,237 | 91,283,273 | 46.93% | (103,226,040) |

*50% of Vessel Excise is transferred to Harbormaster R/Res Fund on 6/30 PER MGL CH60B

CITY OF SALEM
December 31, 2023
REVENUE STATEMENT

| GENERAL FUND REAL AND PERSONAL(NET) | RECAP | ACTUAL | ACTUAL | Y-T-D % | VARIANCE |
|--|--------------------|---------------------|----------------------|----------------|---------------------|
| | FY 2024 | MONTH TO DATE | YEAR TO DATE | COLLECTED | Y-T-D + (-) |
| | 109,262,390 | 220,175 | 68,321,335 | 53.38% | (50,941,055) |
| MOTOR VEHICLE | 4,550,000 | 78,784 | 706,776 | 15.53% | (3,843,224) |
| HOTEL EXCISE | 1,775,000 | 952,039 | 1,805,131 | 101.70% | 30,131 |
| MEALS TAX | 1,278,500 | 489,732 | 888,423 | 69.49% | (390,077) |
| OTHER | 0 | - | - | #DIV/0! | 0 |
| VESSEL EXCISE* | 30,000 | 15,426 | 51,710 | 172.37% | 21,710 |
| CANNABIS CRA | 0 | 194,442 | 194,442 | #DIV/0! | 194,442 |
| CANNABIS EXCISE | 850,000 | 215,343 | 400,367 | 47.10% | (449,633) |
| SHORT TERM RENTAL | 0 | 31,052 | 109,203 | #DIV/0! | 109,203 |
| INTEREST ON TAXES | 525,000 | 37,153 | 248,755 | 47.38% | (276,245) |
| PAYMENT IN LIEU OF TAXES (PILOT | 1,285,000 | 34,264 | 689,517 | 53.66% | (595,483) |
| CHARGES FOR SERVICES | 1,100,000 | 90,021 | 2,653,650 | 61.70% | (421,332) |
| PARKING FEES | 3,235,000 | 260,484 | 678,668 | 82.03% | (581,350) |
| LICENSES AND PERMITS | 1,700,000 | 181,472 | 1,250,135 | 73.54% | (449,865) |
| FINES AND FOREIFTS | 900,000 | 28,010 | 726,453 | 80.72% | (173,547) |
| INVESTMENT INCOME | 640,000 | 257,993 | 1,781,804 | 278.41% | 1,141,804 |
| MISCELLANEOUS INCOME | 0 | 23,816 | 564,189 | #DIV/0! | 564,189 |
| MEDICAID INCOME SCHOOL SPED | 750,000 | 182,291 | 376,248 | 50.17% | (373,752) |
| NON RECURRING | 255,000 | - | - | 0 | (255,000) |
| TOTAL LOCAL RECEIPTS | 18,873,500 | 3,072,319 | 13,125,470 | 69.54% | (5,748,030) |
| NET MA CHERRY SHEET ASST. | 37,745,626 | 752,933 | 15,553,806 | 41.21% | (22,191,820) |
| MSBA REIMBURSEMENTS | 0 | - | - | #DIV/0! | 0 |
| R/RES REDUCE TAX RATE | 2,832,011 | 2,020,611 | 2,020,611 | 71.35% | (811,400) |
| OFS/TRANSFERS IN | - | (25,001) | 125,685 | #DIV/0! | 125,685 |
| INDIRECT COSTS from W&S | 1,555,858 | - | - | 0.00% | (1,555,858) |
| TOTAL OTHER RECEIPTS | 42,133,495 | 2,748,543 | 17,700,102 | 42.01% | (24,433,393) |
| GENERAL FUND TOTAL | 170,269,385 | 6,041,036 | 89,146,908 | 52.36% | (81,122,477) |
| ENTERPRISE FUND | | | | | |
| SEWER RATES | 11,100,774 | 1,148,605 | 5,878,220 | 52.95% | (5,222,554) |
| SEWER TRANS/OFS | - | - | - | #DIV/0! | 0 |
| WATER RATES | 6,358,068 | 525,839 | 3,286,896 | 51.70% | (3,071,172) |
| WATER TRANS/OFS | 1,250,000 | - | - | - | (1,250,000) |
| Total Water & Sewer | 18,708,842 | 1,674,444 | 9,165,116 | 48.99% | (9,543,726) |
| TRASH FEES | 967,251 | (139,066) | 410,672 | 42.46% | (556,579) |
| TRASH General Fund Subsidy/OFS | 3,433,011 | 3,082,191 | 3,082,191 | 89.78% | (350,820) |
| Total Trash | 4,400,262 | 2,943,125 | 5,753,710 | 130.76% | (907,400) |
| PEG ACCESS | 691,250 | 159,222 | 296,214 | 42.85% | (395,036) |
| Total Peg Access | 691,250 | 159,222 | 296,214 | 42.85% | (395,036) |
| ENTERPRISE FUND TOTAL | 23,800,354 | 4,776,790,20 | 15,215,039,01 | 63.93% | (8,586,315) |
| GRAND TOTAL | 194,069,739 | 10,817,827 | 104,361,947 | 53.78% | (89,707,792) |

*50% of Vessel Excise is transferred to Harbormaster R/Res Fund on 6/30 PER MGL CH60B

CITY OF SALEM, MASSACHUSETTS
Short Term Capital Improvement Program Activity - Fund 2000

| Department | Description | Original | Date to Cancel | Pending Amount | Approved | Request | L-T-D Paid | Encumbrance | Available | Finance - Notes |
|-----------------------|---|-----------------|----------------|----------------|------------|--------------|--------------|-------------|------------|-----------------|
| Fire | Repairs front line response vehicle #2, Dariusz Chrus, Car Wash Station 5 - site improvements | 20002310-5946EF | 6/9/2022 | 50,000.00 | 50,000.00 | 46,236.14 | 3,763.86 | 545.62 | 546.82 | Open |
| Fire | Vehicle for Fire Prevention Inspectional Services, safety officer and fire investigation | 20002310-5946EG | 6/9/2022 | 66,000.00 | 66,000.00 | 62,929.29 | 3,070.71 | 61.71 | 61.71 | Open |
| Fire | Fire Station 5 - site improvements | 20002310-5946EH | 6/9/2022 | 100,000.00 | 100,000.00 | 53,897.25 | 46,102.75 | 89,000.00 | 89,000.00 | Open |
| Fire | Hydrovacuum Department Truck | 20002310-5946EI | 6/9/2022 | 99,000.00 | 99,000.00 | 100,000.00 | 5,941.07 | 5,941.07 | 5,941.07 | Open |
| IT | IT Lifecycle Management (CRM) | 20002310-5946EJ | 6/9/2022 | 100,000.00 | 100,000.00 | 8,726.00 | 91,274.00 | 100,000.00 | 100,000.00 | Open |
| Library | ADA Improvements and Associated Repairs at Library | 20002310-5946EK | 6/9/2022 | 20,000.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Library | Annual Physical Safety Reviews, Updates, FDC & Associated Improvements | 20002310-5946EL | 6/9/2022 | 50,000.00 | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Library | Confidentiality Assessment | 20002310-5946EM | 6/9/2022 | 100,000.00 | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Library | Confidentiality and Associated Reproaches | 20002310-5946EN | 6/9/2022 | 69,200.00 | 69,200.00 | 69,200.00 | 0.00 | 0.00 | 0.00 | Open |
| Park & Recreation | Garfield Paths - Phase II | 20002310-5946EO | 6/9/2022 | 50,000.00 | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Park & Recreation | Palmer Park Improvements, EV, and Equipment Installation | 20002310-5946EP | 6/9/2022 | 80,000.00 | 80,000.00 | 80,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Park & Recreation | Garage Improvements - Annual Repairs & ADA Compliance | 20002310-5946EQ | 6/9/2022 | 163,000.00 | 163,000.00 | 162,962.11 | 37.89 | 157.89 | 157.89 | Open |
| Park & Recreation | Front Awardeanna Ave Intersection Re-Design Project | 20002310-5946ER | 6/9/2022 | 200,000.00 | 200,000.00 | 123,213.95 | 76,786.05 | 15,000.00 | 2,700.00 | Open |
| Park & Recreation | Front Awardeanna Ave Intersection Re-Design Project | 20002310-5946ES | 6/9/2022 | 63,200.00 | 63,200.00 | 63,200.00 | 0.00 | 0.00 | 0.00 | Open |
| Park & Recreation | Traffic Calming Capital Improvements | 20002310-5946ET | 6/9/2022 | 93,200.00 | 93,200.00 | 93,200.00 | 0.00 | 0.00 | 0.00 | Open |
| Park & Recreation | Hermony Grove Multiuse Path Study/Design | 20002310-5946EU | 6/9/2022 | 14,000.00 | 14,000.00 | 5,300.00 | 8,700.00 | 0.00 | 0.00 | Open |
| Park & Recreation | Hermony Grove Multiuse Path Study/Design | 20002310-5946EV | 6/9/2022 | 20,000.00 | 20,000.00 | 7,819.00 | 12,181.00 | 0.00 | 0.00 | Open |
| Planning | Old Town Hall & Artists Row ADA Compliance and Associated Repairs | 20002310-5946EW | 6/9/2022 | 20,000.00 | 20,000.00 | 24,695.42 | 614.00 | 15,000.00 | 5,123.98 | Open |
| Planning | Old Town Hall & Artists Row ADA Compliance and Associated Repairs | 20002310-5946EX | 6/9/2022 | 60,000.00 | 60,000.00 | 9,286.00 | 51,000.00 | 15,000.00 | 15,000.00 | Open |
| Planning | Historic Cemetery Headstones and Tomb Conservation | 20002310-5946EY | 6/9/2022 | 60,000.00 | 60,000.00 | 21,280.04 | 38,719.96 | 3,659.00 | 3,659.00 | Open |
| Police | SESP 2020 Update | 20002310-5946EZ | 6/9/2022 | 32,900.00 | 32,900.00 | 29,881.00 | 3,019.00 | 0.00 | 0.00 | Open |
| Police | Salem Police Headquarters General Funding, Upgrades, FDE, Studies, and Associated Replacements | 20002310-5946FA | 6/9/2022 | 45,000.00 | 45,000.00 | 67,220.00 | 22,975.00 | 0.00 | 0.00 | Open |
| Police | Cameras, CommUnit/Probe | 20002310-5946FB | 6/9/2022 | 67,220.00 | 67,220.00 | 163,667.35 | 2,975.00 | 0.00 | 0.00 | Open |
| Police | Body Worn Cameras | 20002310-5946FC | 6/9/2022 | 167,000.00 | 167,000.00 | 15,000.00 | 152,000.00 | 0.00 | 0.00 | Open |
| Police | Vehicle Replacement Plan - Patrol and Non-Patrol - | 20002310-5946FD | 6/9/2022 | 20,000.00 | 20,000.00 | 22,250.00 | 2,250.00 | 3,500.00 | 3,500.00 | Open |
| Police | Annual Small Repairs, DPS Building Studies - DPS & Cameras | 20002310-5946FE | 6/9/2022 | 20,000.00 | 20,000.00 | 24,650.00 | 4,650.00 | 0.00 | 0.00 | Open |
| Police | ADA Improvements and Associated Repairs, DPS & Cameras | 20002310-5946FF | 6/9/2022 | 50,000.00 | 50,000.00 | 5,016.32 | 44,983.68 | 0.00 | 0.00 | Open |
| Police | Update Safety, and SOP for trench safety and general best practices plans and manuals for DPS operators | 20002310-5946FG | 6/9/2022 | 20,000.00 | 20,000.00 | 75,000.00 | 55,000.00 | 0.00 | 0.00 | Open |
| Police | Expansion of GreenTeam Carrier, Interment | 20002310-5946FH | 6/9/2022 | 80,000.00 | 80,000.00 | 41,596.00 | 38,404.00 | 100,000.00 | 100,000.00 | Open |
| Police | New Library and Salem High School Field | 20002310-5946FI | 6/9/2022 | 100,000.00 | 100,000.00 | 75,250.49 | 24,749.51 | 1,600.00 | 1,600.00 | Open |
| School | Architectural/Interior, Site Review, Upgrades, Studies, Schools | 20002310-5946FJ | 6/9/2022 | 53,530.00 | 53,530.00 | 75,000.00 | 21,470.00 | 6,000.00 | 6,000.00 | Open |
| School | ADA and Associated Repairs Schools | 20002310-5946FK | 6/9/2022 | 100,000.00 | 100,000.00 | 75,250.49 | 24,749.51 | 1,600.00 | 1,600.00 | Open |
| School | Environmental Education Signage | 20002310-5946FL | 6/9/2022 | 80,000.00 | 80,000.00 | 41,596.00 | 38,404.00 | 100,000.00 | 100,000.00 | Open |
| Sustainability | Energy Efficiency Program - Plan - Design | 20002310-5946FM | 6/9/2022 | 35,000.00 | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Engineering/Municipal | MVP Collins Cove Mills | 20002310-5946FN | 6/9/2022 | 750,000.00 | 750,000.00 | 16,273.00 | 733,727.00 | 0.00 | 0.00 | Open |
| Fire | Ladder Truck | 20002310-5946FO | 10/20/2022 | 38,000.00 | 38,000.00 | 0.00 | 38,000.00 | 0.00 | 0.00 | Open |
| Fire | One-Stroke | 20002310-5946FP | 12/9/2022 | 889 | 889 | 889 | 0.00 | 0.00 | 0.00 | Open |
| Fire | Manass Field | 20002310-5946FQ | 12/9/2022 | 150,000.00 | 150,000.00 | 101,967.85 | 48,032.15 | 15,654.18 | 15,654.18 | Open |
| Fire | Speed Humps | 20002310-5946FR | 2/9/2023 | 71 | 71 | 124,627.63 | 25,172.37 | 25,172.37 | 25,172.37 | Open |
| Fire | PHASE 2 MUSEUM PLACE GARAGE | 20002310-5946FS | | 5,193,498.00 | | 2,003,254.80 | 2,919,528.97 | | | |
| Police | City Hall Camera and Repair of Access | 20002310-5946FT | 6/9/2023 | 20,000.00 | 20,000.00 | 7,400.00 | 12,600.00 | 37,560.00 | 37,560.00 | Open |
| Police | ADA Compliance and Associated Improvements | 20002310-5946FU | 6/9/2023 | 30,000.00 | 30,000.00 | 14,940.76 | 15,059.24 | 161.89 | 161.89 | Open |
| Police | Annual Physical, Small Repairs, Upgrades, FDC & Associated Improvements | 20002310-5946FV | 6/9/2023 | 15,000.00 | 15,000.00 | 14,840.00 | 160.00 | 0.00 | 0.00 | Open |
| Police | Recall Council Furniture | 20002310-5946FW | 6/9/2023 | 40,000.00 | 40,000.00 | 41,971.00 | 2,029.00 | 0.00 | 0.00 | Open |
| Police | Food FSD | 20002310-5946FX | 6/9/2023 | 20,000.00 | 20,000.00 | 43,000.00 | 23,000.00 | 0.00 | 0.00 | Open |
| Police | Rate Signal Maintenance | 20002310-5946FY | 6/9/2023 | 4,000.00 | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | ADA and Associated Repairs | 20002310-5946FZ | 6/9/2023 | 20,000.00 | 20,000.00 | 182,287.94 | 17,712.06 | 300,000.00 | 300,000.00 | Open |
| Police | Police Vehicle Repairs | 20002310-5946G0 | 6/9/2023 | 20,000.00 | 20,000.00 | 173,000.00 | 12,000.00 | 44,000.00 | 44,000.00 | Open |
| Police | Police Vehicle Repairs | 20002310-5946G1 | 6/9/2023 | 30,000.00 | 30,000.00 | 173,000.00 | 143,000.00 | 14,452.94 | 14,452.94 | Open |
| Police | Fire Annual Repairs/Upgrades | 20002310-5946G2 | 6/9/2023 | 8,727.00 | 8,727.00 | 7,546.15 | 1,180.85 | 0.00 | 0.00 | Open |
| Police | New Fire Department Light Rescue Truck | 20002310-5946G3 | 6/9/2023 | 225,000.00 | 225,000.00 | 32,240.00 | 192,760.00 | 0.00 | 0.00 | Open |
| Police | Replacement of essential network systems, c/w/wide, including, data center, core network, telephony and GPS wireless. | 20002310-5946G4 | 6/9/2023 | 30,000.00 | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Gas Door Replacement | 20002310-5946G5 | 6/9/2023 | 30,000.00 | 30,000.00 | 21,000.00 | 9,000.00 | 0.00 | 0.00 | Open |
| Police | ADA Improvements and Associated Repairs at Library | 20002310-5946G6 | 6/9/2023 | 150,000.00 | 150,000.00 | 85,000.00 | 65,000.00 | 50,000.00 | 50,000.00 | Open |
| Police | Electric Charging Stations at the GCL Parcel | 20002310-5946G7 | 6/9/2023 | 50,000.00 | 50,000.00 | 40,000.00 | 10,000.00 | 0.00 | 0.00 | Open |
| Police | Park and Recreation ADA Compliance and Related Repairs | 20002310-5946G8 | 6/9/2023 | 40,000.00 | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Resident Permit Parking Platform | 20002310-5946G9 | 6/9/2023 | 60,000.00 | 60,000.00 | 60,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Locate Fire Readers | 20002310-5946GA | 6/9/2023 | 150,000.00 | 150,000.00 | 21,086.53 | 128,913.47 | 0.00 | 0.00 | Open |
| Police | Museum Place Garage Restoration, Phase 3 | 20002310-5946GB | 6/9/2023 | 200,000.00 | 200,000.00 | 48,268.08 | 151,731.92 | 1,500.00 | 1,500.00 | Open |
| Police | Traffic Calming Capital Improvements, EV, and Equipment Installation | 20002310-5946GC | 6/9/2023 | 180,000.00 | 180,000.00 | 48,268.08 | 131,731.92 | 1,500.00 | 1,500.00 | Open |
| Police | Parking Infrastructure Improvements, EV, and Equipment Installation | 20002310-5946GD | 6/9/2023 | 180,000.00 | 180,000.00 | 31,265.90 | 148,734.10 | 7,255.00 | 7,255.00 | Open |
| Police | Garage Improvements - Annual Repairs & ADA Compliance | 20002310-5946GE | 6/9/2023 | 20,000.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Charlotte Eichen Memorial Project | 20002310-5946GF | 6/9/2023 | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Five-Year Consolidated Plan | 20002310-5946GW | 6/9/2023 | 28,000.00 | 28,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Westpass Solutions & Upgrades | 20002310-5946GX | 6/9/2023 | 37,562.32 | 37,562.32 | 37,562.32 | 0.00 | 0.00 | 0.00 | Open |
| Police | Body Worn Cameras (Evidence com / Laser Lines Programs | 20002310-5946GY | 6/9/2023 | 105,999.00 | 105,999.00 | 25,532.65 | 80,466.35 | 0.00 | 0.00 | Open |
| Police | Vehicle Replacement Plan - Patrol and Non-Patrol | 20002310-5946GZ | 6/9/2023 | 367,814.21 | 367,814.21 | 367,814.21 | 0.00 | 0.00 | 0.00 | Open |
| Police | Vehicle-Alt-Volume (VAV) Roofing Units | 20002310-5946H0 | 6/9/2023 | 35,000.00 | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Equipment purchase | 20002310-5946H1 | 6/9/2023 | 150,000.00 | 150,000.00 | 88,541.52 | 61,458.48 | 0.00 | 0.00 | Open |
| Police | Evidence Room | 20002310-5946H2 | 6/9/2023 | 99,999.99 | 99,999.99 | 45,986.00 | 54,013.99 | 0.00 | 0.00 | Open |
| Police | Greening Gateway City Grant Match | 20002310-5946H3 | 6/9/2023 | 18,000.00 | 18,000.00 | 18,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Year-Three and Alternative Software | 20002310-5946H4 | 6/9/2023 | 0.00 | 0.00 | 170,000.00 | 170,000.00 | 20,000.00 | 20,000.00 | Open |
| Police | Travel Voucher for Restaurant, Bars & Conferences | 20002310-5946H5 | 6/9/2023 | 20,000.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | Annual Small Repairs, DPS Building Studies, DPS & Cameras | 20002310-5946H6 | 6/9/2023 | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | Open |
| Police | ADA Improvements and Associated Repairs, DPS & Cameras | 20002310-5946H7 | 6/9/2023 | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | Open |

CITY OF SALEM, MASSACHUSETTS
Short Term Capital Improvement Program Activity - Fund 2000

| Department | Description | Original | Date To Council | Pending Amount | Approved Date | CO # | Approved Amount | Repurposed and/or TF In | L-T-D Paid Thru 12/31/23 | Encumbrance | Available Balance | Finance - Notes |
|-------------------|--------------------------------------|-----------------|-----------------|----------------|---------------|------|-----------------|-------------------------|--------------------------|--------------|-------------------|--------------------|
| School | Whitcomb Playground | 20000425-5846H1 | 06/14/23 | | 06/14/23 | | 225,000.00 | | | | 192,510.42 | |
| School | NEPS & fire safety (district) | 20000425-5846H1 | 06/14/23 | | 06/14/23 | | 150,000.00 | | 120,168.16 | 3,853.14 | 19,577.70 | |
| School | ADA repair, districtwide | 20000425-5846H1 | 06/14/23 | | 06/14/23 | | 150,000.00 | | 17,600.00 | | 62,400.00 | |
| IT | IT Software Upgrade - Heritage Trail | 20000402-5846HM | 07/13/23 | | 07/13/23 | | 15,000.00 | | | | 15,000.00 | |
| Fire | Engine 4 | 20000415-5846HN | 10/26/23 | | 10/26/23 | | 58,000.00 | | 53,491.34 | 4,508.66 | | |
| Traffic & Parking | Port Ave | 20000415-5846HL | 12/07/23 | | 12/07/23 | 988 | 400,000.00 | | 986,622.82 | 1,467,316.52 | 2,300,230.78 | Run as of 2/7/2024 |
| | | | | | | | 15,990,229.38 | | 8,473,442.19 | 2,234,921.61 | 5,291,855.58 | |

**City of Salem, Massachusetts
FY 2024 Sale Of Property Fund - Fund 2441**

| Department | Description | Org/Obj | Date To Council | Pending Amount | Date Approved | CO # | Approved Amount | Y-T-D Paid | Amt Not Used | Date Paid | Outstanding Balance | |
|-----------------------------------|-------------|---------|-----------------|----------------|---------------------|------|---------------------------|------------|------------------|-----------|-------------------------|--|
| | | | | | | | FY 2024 Beginning Balance | 45,045.43 | | | | |
| | | | | | | | Revenue Collected To Date | - | | | | |
| FY 2024 Pending CO Total | | | | <u>-</u> | FY 2024 YTD Balance | | | | <u>45,045.43</u> | | | |
| Total Open Balances --> | | | | | | | | | | | <u>-</u> | |
| Total Fund Bal --> | | | | | | | | | | | <u><u>45,045.43</u></u> | |

Short-Term Rental - Community Impact Fee - 50% to Housing and Infrastructure Fund

| Department | Description | Org/Obj | Date To Council | Pending Amount | Date Approved | CO # | Approved Amount | Y-T-D Paid | Amt Not Used | Date Paid | Outstanding Balance |
|------------|-------------|---------|-----------------|----------------|---------------|------|-----------------|------------|--------------|-----------|---------------------|
|------------|-------------|---------|-----------------|----------------|---------------|------|-----------------|------------|--------------|-----------|---------------------|

FY 2024 Beginning Balance Revenue Collected To Date 31,274.36

FY 2024 Pending CO Total -

FY 2024 YTD Balance 31,274.36

Total Open Balances --> -
Total Fund Bal --> 31,274.36

**FY 2024
City Council
Stabilization And Capital Outlay
Monthly Fund Balances**

| | Actual Fund Bal OPEB 8313 Bal Sheet | Actual Fund Bal Stabilization Fund (8301) Bal Sheet | *Net Fund Bal Retirement (8311) Debt Rpt | Actual Fund Bal Retirement (8311) Bal Sheet | Outstanding Retirement (8311) | *Net FB Capital Outlay (2000) Debt Rpt | Actual FB Capital Outlay (2000) Bal Sheet | Open Balances Capital Outlay (2000) | Sale Of City Prop 2441 Debt Rpt | Actual FB City Prop 2441 Bal Sheet | Outs Bal City Prop 2441 |
|-----------------------|--|--|---|--|-------------------------------------|---|--|---|--|---|-------------------------------|
| June-FY23 | 6,076,932.80 | 16,088,656.33 | 429,750.31 | 429,750.31 | - | 2,803,558.40 | 9,768,145.74 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| July | 6,197,868.56 | 16,204,082.89 | 1,011,071.78 | 1,011,071.78 | - | 2,729,698.96 | 9,694,286.30 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| August | 6,065,207.22 | 16,204,082.89 | 1,011,071.78 | 1,011,071.78 | - | 1,852,720.94 | 8,817,308.28 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| September | 5,871,417.51 | 16,204,082.89 | 754,934.73 | 754,934.73 | - | 1,598,660.16 | 8,563,247.50 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| October | 5,732,785.73 | 16,204,082.89 | 670,660.40 | 690,617.60 | 19,957.20 | 1,468,171.46 | 8,432,758.80 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| November | 6,132,388.15 | 16,204,082.89 | 619,556.60 | 639,513.80 | 19,957.20 | 413,892.48 | 7,378,479.82 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| December | 6,973,914.91 | 17,129,434.55 | 525,836.33 | 545,793.53 | 19,957.20 | 5,285,746.74 | 10,577,602.32 | 5,291,855.58 | 45,045.43 | 45,045.43 | - |
| January | | | - | | - | - | | | - | | - |
| February | | | - | | - | - | | | - | | - |
| March | | | - | | - | - | | | - | | - |
| April | | | - | | - | - | | | - | | - |
| May | | | - | | - | - | | | - | | - |
| June | | | - | | - | - | | | - | | - |
| Council Report | | | | | | | | | | | |

*Net FB = Actual Fund Balance less approved council order balances

Stabilization Funds with Bartholomew - Interest is recorded quarterly.

**City of Salem
Stabilization Fund (8301)**

| Description | Date | CO Date Approved | C.O. # | Amount | Reason |
|-------------|------|------------------|--------|--------|--------|
|-------------|------|------------------|--------|--------|--------|

Beginning Balance as of:

07/01/23

16,088,656.33

| | | | | | |
|-----------------------|----------|----------|-----|--------------|--|
| Barholomew Investment | 09/30/23 | | n/a | | |
| Barholomew Investment | 12/31/23 | | n/a | | |
| Barholomew Investment | 03/31/24 | | n/a | | |
| Barholomew Investment | 06/30/24 | | n/a | | |
| Trust Fund Activity | 07/31/23 | | n/a | (70,058.48) | |
| Transfer in | 12/07/23 | 12/07/23 | 584 | 1,110,836.70 | |
| | | | | | |
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**FY2024 Net Investment Income/(Deficit)
FY2024 Transfer Activity**

| |
|---------------------|
| (70,058.48) |
| 1,110,836.70 |

Current Balance as of:

12/31/23

| |
|----------------------|
| 17,129,434.55 |
|----------------------|

**CITY OF SALEM, MASSACHUSETTS
FY 2024 FREE CASH SUMMARY**

| Description | Date To Council | Pending Free Cash | Date Approved | C.O. # | Approved Free Cash | Reason |
|---------------------------------|-----------------|-------------------|---------------|--------|--------------------------|---|
| FY24 CERTIFIED FREE CASH | | | | | | \$ 11,108,367.00 |
| FC to General Stabilization | 12/07/23 | | 12/07/23 | 584 | (1,110,836.70) | Free Cash Policy 10% |
| FC to CIP Fund 2000 | 12/07/23 | | 12/07/23 | 584 | (3,332,510.10) | Free Cash Policy 30% |
| FC to OPEB Fund | 12/07/23 | | 12/07/23 | 584 | (55,418.35) | Free Cash Policy 5% |
| FC to reduce the tax rate | 12/07/23 | | 12/07/23 | 587 | (1,250,000.00) | Reduce the Fiscal Year 2024 Tax Rate |
| FC to CIP Fund 2000 | 12/07/23 | | 12/07/23 | 588 | (400,000.00) | Redesign Fort Avenue at Winter Island Road, Columbus Ave/Sq |
| | | | | | | |
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| | | | | | | |
| TOTAL FREE CASH USED | | \$ - | | | \$ (6,648,765.15) | |
| REMAINING BALANCE | | \$ - | | | \$ 4,459,601.85 | |

**CITY OF SALEM, MASSACHUSETTS
FY 2024 WATER AND SEWER R/E APPROPRIATIONS**

| Description | Date To Council | Pending Retained Earnings | Date Approved | C.O. # | Approved Retained Earnings | Reason |
|-------------|--------------------|------------------------------|------------------|--------|-------------------------------|--------|
|-------------|--------------------|------------------------------|------------------|--------|-------------------------------|--------|

| CERTIFIED WATER & SEWER RETAINED EARNINGS | | | | | | 4,589,838.00 |
|--|----------|---------------------|----------|-----|---------------------|--|
| RE to capital improvements | 12/07/23 | | 12/07/23 | 589 | 300,000.00 | Willow Ave Beach Sewer Pipe Improvements |
| | | | | | | |
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| TOTALSEWER R/E USED | | 0.00 | | | 300,000.00 | |
| BALANCE | | 4,289,838.00 | | | 4,289,838.00 | |

| CERTIFIED TRASH RETAINED EARNINGS | | | | | | 546,970.00 |
|--|--|-------------------|--|--|-------------------|-------------------|
| | | | | | | |
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| | | | | | | |
| TOTAL TRASH R/E USED | | 0.00 | | | 0.00 | |
| BALANCE | | 546,970.00 | | | 546,970.00 | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024.06

| | ORIGINAL APPROP | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|-------------------------------|-----------------|---------------|----------------|--------------|-----------------|------------------|--------|
| 010 ASSESSORS | | | | | | | |
| 1 Personnel | 366,047.00 | 0.00 | 366,047.00 | 174,492.36 | 0.00 | 191,554.64 | 47.7% |
| 2 Expenses | 70,885.00 | 0.00 | 70,885.00 | 51,913.38 | 11,426.71 | 7,544.91 | 89.4% |
| TOTAL ASSESSORS | 436,932.00 | 0.00 | 436,932.00 | 226,405.74 | 11,426.71 | 199,099.55 | 54.4% |
| 030 CITY CLERK | | | | | | | |
| 1 Personnel | 777,125.00 | 0.00 | 777,125.00 | 368,789.06 | 0.00 | 408,335.94 | 47.5% |
| 2 Expenses | 145,427.00 | 0.00 | 145,427.00 | 45,983.77 | 37,504.56 | 61,938.67 | 57.4% |
| TOTAL CITY CLERK | 922,552.00 | 0.00 | 922,552.00 | 414,772.83 | 37,504.56 | 470,274.61 | 49.0% |
| 040 COLLECTOR | | | | | | | |
| 1 Personnel | 270,674.00 | 0.00 | 270,674.00 | 130,309.36 | 0.00 | 140,364.64 | 48.1% |
| 2 Expenses | 8,300.00 | 0.00 | 8,300.00 | 1,336.40 | 1,928.22 | 5,035.38 | 39.3% |
| TOTAL COLLECTOR | 278,974.00 | 0.00 | 278,974.00 | 131,645.76 | 1,928.22 | 145,400.02 | 47.9% |
| 055 SUSTAIN/RESILIENCY | | | | | | | |
| 1 Personnel | 251,623.00 | 0.00 | 251,623.00 | 112,203.81 | 0.00 | 139,419.19 | 44.6% |
| 2 Expenses | 20,700.00 | 0.00 | 20,700.00 | 3,276.23 | 543.77 | 16,880.00 | 18.5% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| | ORIGINAL APPROP | TRANS./ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|---------------------------------------|-----------------|----------------|----------------|--------------|-----------------|------------------|--------|
| TOTAL SUSTAIN/RESILIENCY | 272,323.00 | 0.00 | 272,323.00 | 115,480.04 | 543.77 | 156,299.19 | 42.6% |
| 060 COUNCIL ON AGING | | | | | | | |
| 1 Personnel | 559,296.00 | 0.00 | 559,296.00 | 246,718.43 | 0.00 | 312,577.57 | 44.1% |
| 2 Expenses | 116,750.00 | 0.00 | 116,750.00 | 28,102.55 | 42,290.85 | 46,356.60 | 60.3% |
| TOTAL COUNCIL ON AGING | 676,046.00 | 0.00 | 676,046.00 | 274,820.98 | 42,290.85 | 358,934.17 | 46.9% |
| 070 INFORMATION TECHNOLOGY-GIS | | | | | | | |
| 1 Personnel | 882,046.00 | 0.00 | 882,046.00 | 331,615.66 | 0.00 | 550,430.34 | 37.6% |
| 2 Expenses | 873,250.00 | 0.00 | 873,250.00 | 569,037.44 | 130,348.37 | 173,864.19 | 80.1% |
| TOTAL INFORMATION TECHNOLOGY-GIS | 1,755,296.00 | 0.00 | 1,755,296.00 | 900,653.10 | 130,348.37 | 724,294.53 | 58.7% |
| 080 ELECTRICAL | | | | | | | |
| 1 Personnel | 436,394.00 | 0.00 | 436,394.00 | 201,006.17 | 0.00 | 235,387.83 | 46.1% |
| 2 Expenses | 445,997.00 | 0.00 | 445,997.00 | 177,090.64 | 45,432.84 | 223,473.52 | 49.9% |
| TOTAL ELECTRICAL | 882,391.00 | 0.00 | 882,391.00 | 378,096.81 | 45,432.84 | 458,861.35 | 48.0% |
| 090 FINANCE/AUDITING | | | | | | | |
| 1 Personnel | 388,470.00 | 20,000.00 | 408,470.00 | 172,368.88 | 0.00 | 236,101.12 | 42.2% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| | ORIGINAL APPROP | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|----------------------------|-----------------|---------------|----------------|--------------|-----------------|------------------|--------|
| 2 Expenses | 134,015.00 | 0.00 | 134,015.00 | 89,736.65 | 13,877.05 | 30,401.30 | 77.3% |
| TOTAL FINANCE/AUDITING | 522,485.00 | 20,000.00 | 542,485.00 | 262,105.53 | 13,877.05 | 266,502.42 | 50.9% |
| 100 FIRE | | | | | | | |
| 1 Personnel | 9,975,423.00 | 0.00 | 9,975,423.00 | 4,821,903.50 | 0.00 | 5,153,519.50 | 48.3% |
| 2 Expenses | 522,203.00 | 0.00 | 522,203.00 | 260,077.76 | 159,915.20 | 102,210.04 | 80.4% |
| TOTAL FIRE | 10,497,626.00 | 0.00 | 10,497,626.00 | 5,081,981.26 | 159,915.20 | 5,255,729.54 | 49.9% |
| 110 HARBORMASTER | | | | | | | |
| 1 Personnel | 373,897.00 | 0.00 | 373,897.00 | 187,970.90 | 0.00 | 185,926.10 | 50.3% |
| 2 Expenses | 60,049.00 | 0.00 | 60,049.00 | 34,011.37 | 9,086.24 | 16,951.39 | 71.8% |
| TOTAL HARBORMASTER | 433,946.00 | 0.00 | 433,946.00 | 221,982.27 | 9,086.24 | 202,877.49 | 53.2% |
| 120 HEALTH DEPT | | | | | | | |
| 1 Personnel | 598,475.00 | 0.00 | 598,475.00 | 282,214.78 | 0.00 | 316,260.22 | 47.2% |
| 2 Expenses | 123,139.00 | 0.00 | 123,139.00 | 51,800.18 | 27,935.36 | 43,403.46 | 64.8% |
| TOTAL HEALTH DEPT | 721,614.00 | 0.00 | 721,614.00 | 334,014.96 | 27,935.36 | 359,663.68 | 50.2% |
| 130 HUMAN RESOURCES | | | | | | | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| | 130 HUMAN RESOURCES ORIGINAL APPROP | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|---------------------------------------|--|---------------|----------------|--------------|-----------------|------------------|--------|
| 1 Personnel | 18,262,034.00 | 3,750.00 | 18,265,784.00 | 7,784,747.51 | 79,338.79 | 10,401,697.70 | 43.1% |
| 2 Expenses | 31,800.00 | 0.00 | 31,800.00 | 12,910.58 | 4,193.16 | 14,696.26 | 53.8% |
| TOTAL HUMAN RESOURCES | 18,293,834.00 | 3,750.00 | 18,297,584.00 | 7,797,658.09 | 83,531.95 | 10,416,393.96 | 43.1% |
| 140 LIBRARY | | | | | | | |
| 1 Personnel | 1,214,047.00 | 0.00 | 1,214,047.00 | 571,959.66 | 0.00 | 642,087.34 | 47.1% |
| 2 Expenses | 392,704.00 | 0.00 | 392,704.00 | 218,398.32 | 151,926.47 | 22,379.21 | 94.3% |
| TOTAL LIBRARY | 1,606,751.00 | 0.00 | 1,606,751.00 | 790,357.98 | 151,926.47 | 664,466.55 | 58.6% |
| 160 MAYOR | | | | | | | |
| 1 Personnel | 449,498.00 | 40,000.00 | 489,498.00 | 211,286.02 | 0.00 | 278,211.98 | 43.2% |
| 2 Expenses | 124,400.00 | 0.00 | 124,400.00 | 51,737.03 | 65,761.07 | 6,901.90 | 94.5% |
| TOTAL MAYOR | 573,898.00 | 40,000.00 | 613,898.00 | 263,023.05 | 65,761.07 | 285,113.88 | 53.6% |
| 170 RECREATION | | | | | | | |
| 1 Personnel | 1,463,937.00 | 0.00 | 1,463,937.00 | 718,081.10 | 0.00 | 745,855.90 | 49.1% |
| 2 Expenses | 1,039,764.00 | 111,113.04 | 1,150,877.04 | 511,191.19 | 298,933.98 | 340,751.87 | 70.4% |
| TOTAL RECREATION | 2,503,701.00 | 111,113.04 | 2,614,814.04 | 1,229,272.29 | 298,933.98 | 1,086,607.77 | 58.4% |
| 180 TRAFFIC & PARKING DEPT | | | | | | | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| 180 TRAFFIC & PARKING DEPT ORIGINAL APPROP | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED | |
|---|---------------|----------------|---------------|-----------------|------------------|--------------|-------|
| 1 Personnel | 1,165,504.00 | 0.00 | 1,165,504.00 | 546,189.74 | 0.00 | 619,314.26 | 46.9% |
| 2 Expenses | 445,035.00 | 50,000.00 | 495,035.00 | 196,545.96 | 102,342.19 | 196,146.85 | 60.4% |
| TOTAL TRAFFIC & PARKING DEPT | 1,610,539.00 | 50,000.00 | 1,660,539.00 | 742,735.70 | 102,342.19 | 815,461.11 | 50.9% |
| 200 PLANNING | | | | | | | |
| 1 Personnel | 744,891.00 | 0.00 | 744,891.00 | 337,924.85 | 0.00 | 406,966.15 | 45.4% |
| 2 Expenses | 409,536.00 | 32,000.00 | 441,536.00 | 166,429.32 | 173,161.48 | 101,945.20 | 76.9% |
| TOTAL PLANNING | 1,154,427.00 | 32,000.00 | 1,186,427.00 | 504,354.17 | 173,161.48 | 508,911.35 | 57.1% |
| 210 POLICE | | | | | | | |
| 1 Personnel | 11,846,133.00 | 0.00 | 11,846,133.00 | 5,186,237.07 | 0.00 | 6,659,895.93 | 43.8% |
| 2 Expenses | 957,099.00 | 0.00 | 957,099.00 | 409,350.51 | 234,848.37 | 312,900.12 | 67.3% |
| TOTAL POLICE | 12,803,232.00 | 0.00 | 12,803,232.00 | 5,595,587.58 | 234,848.37 | 6,972,796.05 | 45.5% |
| 220 PUBLIC PROPERTY | | | | | | | |
| 1 Personnel | 733,528.00 | 0.00 | 733,528.00 | 266,189.17 | 0.00 | 467,338.83 | 36.3% |
| 2 Expenses | 767,356.00 | 0.00 | 767,356.00 | 362,016.80 | 328,128.26 | 77,210.94 | 89.9% |
| TOTAL PUBLIC PROPERTY | 1,500,884.00 | 0.00 | 1,500,884.00 | 628,205.97 | 328,128.26 | 544,549.77 | 63.7% |
| 230 PUBLIC SERVICES | | | | | | | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| | 230 PUBLIC SERVICES ORIGINAL APPROP | TRANS/ADDSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|--------------------------------|--|---------------|----------------|---------------|-----------------|------------------|--------|
| 1 Personnel | 2,110,370.00 | 0.00 | 2,110,370.00 | 931,217.11 | 0.00 | 1,179,152.89 | 44.1% |
| 2 Expenses | 2,156,785.00 | 25,000.00 | 2,181,785.00 | 787,159.53 | 1,409,658.44 | -15,032.97 | 100.7% |
| TOTAL PUBLIC SERVICES | 4,267,155.00 | 25,000.00 | 4,292,155.00 | 1,718,376.64 | 1,409,658.44 | 1,164,119.92 | 72.9% |
| 235 ENGINEERING | | | | | | | |
| 1 Personnel | 160,965.00 | 0.00 | 160,965.00 | 147,326.76 | 0.00 | 13,638.24 | 91.5% |
| 2 Expenses | 26,000.00 | 0.00 | 26,000.00 | 472.98 | 528.01 | 24,999.01 | 3.8% |
| TOTAL ENGINEERING | 186,965.00 | 0.00 | 186,965.00 | 147,799.74 | 528.01 | 38,637.25 | 79.3% |
| 240 PURCHASING | | | | | | | |
| 1 Personnel | 183,741.00 | 0.00 | 183,741.00 | 87,091.45 | 0.00 | 96,649.55 | 47.4% |
| 2 Expenses | 64,577.00 | 0.00 | 64,577.00 | 19,982.40 | 32,999.06 | 11,595.54 | 82.0% |
| TOTAL PURCHASING | 248,318.00 | 0.00 | 248,318.00 | 107,073.85 | 32,999.06 | 108,245.09 | 56.4% |
| 250 SCHOOL | | | | | | | |
| 1 Personnel | 55,936,880.52 | -103,187.00 | 55,833,693.52 | 21,292,596.43 | 2,886.10 | 34,538,210.99 | 38.1% |
| 2 Expenses | 15,114,900.03 | 103,187.00 | 15,218,087.03 | 6,282,097.24 | 4,876,613.95 | 4,059,375.84 | 73.3% |
| TOTAL SCHOOL | 71,051,780.55 | 0.00 | 71,051,780.55 | 27,574,693.67 | 4,879,500.05 | 38,597,586.83 | 45.7% |
| 260 SOLICITOR-LICENSING | | | | | | | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| 260 SOLICITOR-LICENSING ORIGINAL APPROP | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED | |
|---|----------------|----------------|----------------|-----------------|------------------|---------------|-------|
| 1 Personnel | 490,787.00 | 490,787.00 | 210,503.59 | 0.00 | 280,283.41 | 42.9% | |
| 2 Expenses | 81,100.00 | 81,100.00 | 37,205.21 | 30,735.73 | 13,159.06 | 83.8% | |
| TOTAL SOLICITOR-LICENSING | 571,887.00 | 571,887.00 | 247,708.80 | 30,735.73 | 293,442.47 | 48.7% | |
| 270 TREASURER | | | | | | | |
| 1 Personnel | 16,611,901.00 | 16,611,901.00 | 15,822,023.61 | 0.00 | 789,877.39 | 95.2% | |
| 2 Expenses | 22,221,349.00 | 22,221,349.00 | 12,379,531.16 | 15,759.63 | 9,826,058.21 | 55.8% | |
| TOTAL TREASURER | 38,833,250.00 | 38,833,250.00 | 28,201,554.77 | 15,759.63 | 10,615,935.60 | 72.7% | |
| 280 VETERANS SERVICES | | | | | | | |
| 1 Personnel | 142,923.00 | 142,923.00 | 69,034.99 | 0.00 | 73,888.01 | 48.3% | |
| 2 Expenses | 410,800.00 | 410,800.00 | 180,357.15 | 343.16 | 230,099.69 | 44.0% | |
| TOTAL VETERANS SERVICES | 553,723.00 | 553,723.00 | 249,392.14 | 343.16 | 303,987.70 | 45.1% | |
| 900 BUDGET TRANSFERS OUT OF GF | | | | | | | |
| 2 Expenses | 650,000.00 | 650,000.00 | 650,000.00 | 0.00 | 0.00 | 100.0% | |
| TOTAL BUDGET TRANSFERS OUT OF GF | 650,000.00 | 650,000.00 | 650,000.00 | 0.00 | 0.00 | 100.0% | |
| GRAND TOTAL | | | | | | | |
| | 173,810,529.55 | 281,863.04 | 174,092,392.59 | 84,789,753.72 | 8,288,447.02 | 81,014,191.85 | 53.5% |

** END OF REPORT - Generated by Justin MacCutcheon **

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| ORIGINAL APPROP | TRANS./ADJ/SMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|-----------------------------------|-----------------|----------------|--------------|-----------------|------------------|--------|
| 6000 Sewer Enterprise Fund | | | | | | |
| 230 PUBLIC SERVICES | | | | | | |
| 1 Personnel | | 509,119.00 | 198,886.21 | 0.00 | 310,232.79 | 39.1% |
| 2 Expenses | | 202,325.00 | 90,137.42 | 60,725.38 | 51,462.20 | 74.6% |
| TOTAL PUBLIC SERVICES | | 711,444.00 | 289,023.63 | 60,725.38 | 361,694.99 | 49.2% |
| 235 ENGINEERING | | | | | | |
| 1 Personnel | | 207,246.00 | 65,805.99 | 0.00 | 141,440.01 | 31.8% |
| 2 Expenses | | 1,010,150.00 | 76,385.21 | 460,623.67 | 1,023,141.12 | 34.4% |
| TOTAL ENGINEERING | | 1,217,396.00 | 142,191.20 | 460,623.67 | 1,164,581.13 | 34.1% |
| 270 TREASURER | | | | | | |
| 2 Expenses | | 6,515,621.00 | 3,093,573.84 | 0.00 | 3,422,047.16 | 47.5% |
| TOTAL TREASURER | | 6,515,621.00 | 3,093,573.84 | 0.00 | 3,422,047.16 | 47.5% |
| TOTAL Sewer Enterprise Fund | | 8,444,461.00 | 3,524,788.67 | 521,349.05 | 4,948,323.28 | 45.0% |
| 6100 Water Enterprise Fund | | | | | | |
| 230 PUBLIC SERVICES | | | | | | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| 6100 Water Enterprise Fund ORIGINAL APPROP | TRANS./ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|---|----------------|----------------|--------------|-----------------|------------------|--------|
| 1 Personnel | | 564,119.00 | 228,712.87 | 0.00 | 335,406.13 | 40.5% |
| 2 Expenses | | 202,450.00 | 94,026.12 | 59,263.18 | 249,160.70 | 38.1% |
| TOTAL PUBLIC SERVICES | | 766,569.00 | 322,738.99 | 59,263.18 | 584,566.83 | 39.5% |
| 235 ENGINEERING | | | | | | |
| 1 Personnel | | 207,246.00 | 65,806.09 | 0.00 | 141,439.91 | 31.8% |
| 2 Expenses | | 745,050.00 | 277,054.54 | 400,877.19 | 67,118.27 | 91.0% |
| TOTAL ENGINEERING | | 952,296.00 | 342,860.63 | 400,877.19 | 208,558.18 | 78.1% |
| 270 TREASURER | | | | | | |
| 2 Expenses | | 5,427,781.00 | 5,427,781.00 | 0.00 | 2,089,552.87 | 61.5% |
| TOTAL TREASURER | | 5,427,781.00 | 5,427,781.00 | 0.00 | 2,089,552.87 | 61.5% |
| TOTAL Water Enterprise Fund | | 7,146,646.00 | 7,346,646.00 | 460,140.37 | 2,882,677.88 | 60.8% |
| 6200 Solid Waste Enterprise | | | | | | |
| 235 ENGINEERING | | | | | | |
| 1 Personnel | | 83,426.00 | 22,690.67 | 0.00 | 60,735.33 | 27.2% |
| 2 Expenses | | 4,040,835.00 | 4,200,835.00 | 2,117,988.64 | 358,398.17 | 91.5% |
| TOTAL ENGINEERING | | 4,124,261.00 | 4,284,261.00 | 2,117,988.64 | 419,133.50 | 90.2% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

| 6200 solid waste Enterprise ORIGINAL APPROP | TRANS/ADJ SMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|---|----------------|----------------|--------------|-----------------|------------------|--------|
| TOTAL solid waste Enterprise | | 4,284,261.00 | 1,747,138.86 | 2,117,988.64 | 419,133.50 | 90.2% |
| 4,124,261.00 | | | | | | |
| 6300 COMCAST PEG ACCESS ENTERPRISE | | | | | | |
| 260 SOLICITOR-LICENSING | | | | | | |
| 2 Expenses | | 691,250.00 | 280,495.23 | 0.00 | 410,754.77 | 40.6% |
| 691,250.00 | | | | | | |
| TOTAL SOLICITOR-LICENSING | | 691,250.00 | 280,495.23 | 0.00 | 410,754.77 | 40.6% |
| 691,250.00 | | | | | | |
| TOTAL COMCAST PEG ACCESS ENTERPRISE | | 691,250.00 | 280,495.23 | 0.00 | 410,754.77 | 40.6% |
| 691,250.00 | | | | | | |
| GRAND TOTAL | | | | | | |
| 20,406,618.00 | | 21,316,618.00 | 9,556,250.51 | 3,099,478.06 | 8,660,889.43 | 59.4% |

** END OF REPORT - Generated by Justin Maccutcheon **



City of Salem

FY 2024 MONTHLY FINANCIAL REPORTS

January 31, 2024

REPORTS

REVENUE STATEMENT

CIP, SALE OF CITY PROPERTY & RETIREMENT STABILIZATION

FREE CASH, ENTERPRISE RE

DEPARTMENTAL BUDGET REPORTS

FUND BALANCES

STABILIZATION \$ 17,129,434.55

CAPITAL OUTLAY \$ 10,710,965.86

SALE OF CITY PROP \$ 45,045.43

RETIREMENT STAB \$ 545,793.50

OPERB \$ 6,985,800.07

*FREE CASH \$ 4,459,601.85

*WATER & SEWER R/E \$ 4,289,838.00

*TRASH R/E \$ 546,970.00

CITY OF SALEM
January 31, 2024
REVENUE STATEMENT

GENERAL FUND
REAL AND PERSONAL(NET)

| RECAP FY 2024 | ACTUAL MONTH TO DATE | ACTUAL YEAR TO DATE | Y-T-D % COLLECTED | VARIANCE Y-T-D + (-) |
|------------------|-------------------------|------------------------|----------------------|-------------------------|
| 109,262,390 | 23,773,400 | 82,094,736 | 75.14% | (27,167,654) |

| | | | | | |
|---------------------------------|-------------------|------------------|-------------------|---------------|--------------------|
| MOTOR VEHICLE | 4,550,000 | 42,411 | 749,187 | 16.47% | (3,800,813) |
| HOTEL EXCISE | 1,775,000 | - | 1,805,131 | 101.70% | 30,131 |
| MEALS TAX | 1,278,500 | - | 888,423 | 69.49% | (390,077) |
| OTHER | 0 | 34,927 | 34,926,84 | #DIV/0! | 34,927 |
| VESSEL EXCISE* | 30,000 | 12,203 | 63,913,09 | 213.04% | 33,913 |
| CANNABIS CBA | 0 | 0 | 34,485 | #DIV/0! | 34,485 |
| CANNABIS EXCISE | 850,000 | - | 400,366,88 | 47.10% | (449,633) |
| SHORT TERM RENTAL | 0 | - | 109,203,09 | #DIV/0! | 109,203 |
| INTEREST ON TAXES | 525,000 | 13,963 | 262,718 | 50.04% | (262,282) |
| PAYMENT IN LIEU OF TAXES (PILOT | 1,285,000 | 99,832 | 789,349 | 61.43% | (495,651) |
| CHARGES FOR SERVICES | 1,100,000 | 129,593 | 808,261 | 73.48% | (291,739) |
| PARKING FEES | 3,235,000 | 192,265 | 2,845,915 | 87.97% | (389,085) |
| LICENSES AND PERMITS | 1,700,000 | 321,307 | 1,571,442 | 92.44% | (128,558) |
| FINES AND FORFEITS | 900,000 | 246,505 | 972,957 | 108.11% | 72,957 |
| INVESTMENT INCOME | 640,000 | 275,182 | 2,056,986 | 321.40% | 1,416,986 |
| MISCELLANEOUS INCOME | 0 | 1,322 | 565,511 | #DIV/0! | 565,511 |
| MEDICAID INCOME SCHOOL SPEED | 750,000 | (4,000) | 372,248 | 49.63% | (377,752) |
| NON RECURRING | 255,000,00 | - | - | 0 | (255,000,00) |
| TOTAL LOCAL RECEIPTS | 18,873,500 | 1,365,510 | 14,331,024 | 75.93% | (4,542,476) |

| | | | | | |
|-----------------------------|--------------------|-------------------|--------------------|---------------|---------------------|
| NET MA CHERRY SHEET ASST. | 37,745,626 | 3,079,595 | 18,633,401 | 49.37% | (19,112,225) |
| MSBA REIMBURSEMENTS | 0 | - | - | #DIV/0! | - |
| R/RES REDUCE TAX RATE | 2,832,011 | 30,000 | 2,050,611 | 72.41% | (781,400,00) |
| OFS/TRANSPERS IN | 11,000 | 1 | 125,686 | 1142.60% | 114,686 |
| INDIRECT COSTS from W&S | 1,555,858 | - | - | 0.00% | (1,555,858,00) |
| TOTAL OTHER RECEIPTS | 42,144,495 | 3,109,596 | 20,809,698 | 49.38% | (21,334,797) |
| GENERAL FUND TOTAL | 170,280,385 | 28,248,506 | 117,235,457 | 68.85% | (53,044,928) |

ENTERPRISE FUND

| | | | | | |
|--------------------------------|-------------------|------------------|-------------------|---------------|--------------------|
| SEWER RATES | 11,100,774 | 816,845 | 6,695,065 | 60.31% | (4,405,709) |
| SEWER TRANS/OFS | - | - | - | #DIV/0! | - |
| WATER RATES | 6,358,068 | 649,711 | 3,936,606 | 61.92% | (2,421,462) |
| WATER TRANS/OFS | 1,250,000 | 45,000 | 45,000 | - | (1,205,000,00) |
| Total Water & Sewer | 18,708,842 | 1,511,555 | 10,676,671 | 57.07% | (8,032,171) |
| TRASH FEES | 967,251 | 306,569 | 717,240 | 74.15% | (250,011) |
| TRASH General Fund Subsidy/OFS | 3,433,011 | 106,819,30 | 3,189,010 | 92.89% | (244,001,00) |
| Total Trash | 4,400,262 | 413,388 | 3,906,250 | 88.77% | (494,012) |

| | | | | | |
|------------------------------|--------------------|-------------------|--------------------|---------------|---------------------|
| PEG ACCESSSS | 691,250 | - | 296,214 | 42.85% | (395,036) |
| Total Peg Access | 691,250 | - | 296,213,61 | 42.85% | (395,036) |
| ENTERPRISE FUND TOTAL | 23,800,354 | 1,924,943 | 14,879,135 | 62.52% | (8,921,219) |
| GRAND TOTAL | 194,080,739 | 30,173,449 | 132,114,592 | 68.07% | (61,966,147) |

*50% of Vessel Excise is transferred to Harbormaster F/Res Fund on 6/30 PER MGL CH60B

CITY OF SALEM, MASSACHUSETTS
Short Term Capital Improvement Program Activity - Fund 2000

| Department | Description | Obj/Obj | Date To Council | Pending Amount | Approved Amount | Revised and/or TF In | LTD Paid | Encumbrance | Available Balance | Finance - Notes |
|-------------------------|-------------|------------------|-----------------|----------------|-----------------|----------------------|------------|-------------|-------------------|-----------------|
| FY 2019 - Open Projects | Fire | Buy Part | 20001910-58480A | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Fire | Buy Part | 20001910-58480B | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Fire | Buy Part | 20001910-58480C | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Fire | Buy Part | 20001910-58480D | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| FY 2000 - Open Projects | Police | Police Equipment | 20000023-58480E | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480F | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480G | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480H | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480I | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480J | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480K | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480L | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480M | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| | Police | Police Equipment | 20000023-58480N | 5/24/2019 | 6614418 | 339 | 73,000.00 | 30,000.00 | 44,989.54 | 0.00 |
| FY 2020 - Open Projects | Fire | SCBA Equipment | 20000010-58480B | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480C | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480D | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480E | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480F | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480G | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480H | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480I | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480J | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| | Fire | SCBA Equipment | 20000010-58480K | 5/24/2019 | 6625019 | 625 | 24,940.00 | 11,363.84 | 8,576.00 | 0.00 |
| FY 2021 - Open Projects | Fire | Buy Part | 2000125-58480C | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480D | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480E | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480F | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480G | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480H | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480I | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480J | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480K | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| | Fire | Buy Part | 2000125-58480L | 2/25/2021 | 02175-21 | 65 | 200,000.00 | 117,284 | 182,716 | 0.00 |
| FY 2022 - Open Projects | Fire | Buy Part | 2000220-58480A | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480B | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480C | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480D | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480E | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480F | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480G | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480H | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480I | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| | Fire | Buy Part | 2000220-58480J | 6/10/2021 | 6/10/2021 | 262 | 40,000.00 | 36,037.71 | 326.68 | 0.00 |
| FY 2023 - Open Projects | Fire | Buy Part | 2000320-58480A | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480B | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480C | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480D | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480E | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480F | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480G | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480H | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480I | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |
| | Fire | Buy Part | 2000320-58480J | 6/9/2022 | 6/9/2022 | 17 | 17,000.00 | 11,362.25 | 6,377.00 | 0.00 |

Short-Term Rental - Community Impact Fee - 50% to Housing and Infrastructure Fund

| Department | Description | Org/Obj | Date To Council | Pending Amount | Date Approved | CO # | Approved Amount | Y-T-D Paid | Amnt Not Used | Date Paid | Outstanding Balance |
|------------|-------------|---------|-----------------|----------------|---------------|------|-----------------|------------|---------------|-----------|---------------------|
|------------|-------------|---------|-----------------|----------------|---------------|------|-----------------|------------|---------------|-----------|---------------------|

FY 2024 Beginning Balance
Revenue Collected To Date

-

31,274.36

FY 2024 Pending CO Total

-

FY 2024 YTD Balance

31,274.36

Total Open Balances -->

-

Total Fund Bal -->

31,274.36

City of Salem, Massachusetts
FY 2024 Sale Of Property Fund - Fund 2441

| Department | Description | Org/Obj | Date To Council | Pending Amount | Date Approved | CO # | Approved Amount | Y-T-D Paid | Amnt Not Used | Date Paid | Outstanding Balance |
|------------|-------------|---------|--------------------|-----------------------------------|------------------|------|---------------------|------------|------------------|--------------|------------------------|
| | | | | FY 2024 Pending CO Total | - | | FY 2024 YTD Balance | 45,045.43 | | | - |
| | | | | Total Open Balances --> | | | | | | | - |
| | | | | Total Fund Bal --> | | | 45,045.43 | | | | 45,045.43 |

FY 2024 Beginning Balance 45,045.43
 Revenue Collected To Date -

**FY 2024
City Council
Stabilization And Capital Outlay
Monthly Fund Balances**

| | Actual Fund Bal OEB 8313 Bal Sheet | Actual Fund Bal Stabilization Fund (8301) Bal Sheet | *Net Fund Bal Retirement (8311) Detl Rpt | Actual Fund Bal Retirement (8311) Bal Sheet | Outstanding Retirement (8311) | *Net FB Capital Outlay (2000) Detl Rpt | Actual FB Capital Outlay (2000) Bal Sheet | Open Balances Capital Outlay (2000) | Sale Of City Prop 2441 Detl Rpt | Actual FB City Prop 2441 Bal Sheet | Outs Bal City Prop 2441 |
|-----------------------|---|--|---|--|-------------------------------------|---|--|---|--|---|-------------------------------|
| June-FY23 | 6,076,932.80 | 16,088,656.33 | 429,750.31 | 429,750.31 | - | 2,803,558.40 | 9,768,145.74 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| July | 6,197,868.56 | 16,204,082.89 | 1,011,071.78 | 1,011,071.78 | - | 2,729,698.96 | 9,694,286.30 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| August | 6,066,207.22 | 16,204,082.89 | 1,011,071.78 | 1,011,071.78 | - | 1,852,720.94 | 8,817,308.28 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| September | 5,871,417.51 | 16,204,082.89 | 754,934.73 | 754,934.73 | - | 1,598,660.16 | 8,563,247.50 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| October | 5,732,785.73 | 16,204,082.89 | 670,660.40 | 690,617.60 | 19,957.20 | 1,468,171.46 | 8,432,758.80 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| November | 6,132,388.15 | 16,204,082.89 | 619,556.60 | 639,513.80 | 19,957.20 | 413,892.48 | 7,378,479.82 | 6,964,587.34 | 45,045.43 | 45,045.43 | - |
| December | 6,973,914.91 | 17,129,434.55 | 525,836.33 | 545,793.53 | 19,957.20 | 5,678,780.85 | 10,970,636.43 | 5,291,855.58 | 45,045.43 | 45,045.43 | - |
| January | 6,985,800.07 | 17,129,434.55 | 525,836.30 | 545,793.50 | 19,957.20 | 5,494,915.95 | 10,710,965.86 | 5,216,049.91 | 45,045.43 | 45,045.43 | - |
| February | | | - | | - | - | | | - | | - |
| March | | | - | | - | - | | | - | | - |
| April | | | - | | - | - | | | - | | - |
| May | | | - | | - | - | | | - | | - |
| June | | | - | | - | - | | | - | | - |
| Council Report | | | | | | | | | | | |

*Net FB = Actual Fund Balance less approved council order balances

Stabilization Funds with Bartholomew - Interest is recorded quarterly.

**City of Salem
Stabilization Fund (8301)**

| Description | Date | CO Date Approved | C.O. # | Amount | Reason |
|-------------|------|------------------|--------|--------|--------|
|-------------|------|------------------|--------|--------|--------|

Beginning Balance as of:

07/01/23

16,088,656.33

| | | | | | |
|------------------------|----------|----------|-----|--------------|--|
| Bartholomew Investment | 09/30/23 | | n/a | | |
| Bartholomew Investment | 12/31/23 | | n/a | | |
| Bartholomew Investment | 03/31/24 | | n/a | | |
| Bartholomew Investment | 06/30/24 | | n/a | | |
| Trust Fund Activity | 07/31/23 | | n/a | (70,058.48) | |
| Transfer in | 12/07/23 | 12/07/23 | 584 | 1,110,836.70 | |
| | | | | | |
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FY2024 Net Investment Income/(Deficit) (70,058.48)

FY2024 Transfer Activity 1,110,836.70

Current Balance as of: **12/31/23** 17,129,434.55

CITY OF SALEM, MASSACHUSETTS
 FY 2024 FREE CASH SUMMARY

| Description | Date To Council | Pending Free Cash | Date Approved | C.O. # | Approved Free Cash | Reason |
|---------------------------------|-----------------|-------------------|---------------|--------|-------------------------|---|
| FY24 CERTIFIED FREE CASH | | | | | | |
| | | | | | \$ 11,108,367.00 | |
| FC to General Stabilization | 12/07/23 | | 12/07/23 | 584 | (1,110,836.70) | Free Cash Policy 10% |
| FC to CIP Fund 2000 | 12/07/23 | | 12/07/23 | 584 | (3,332,510.10) | Free Cash Policy 30% |
| FC to OPEB Fund | 12/07/23 | | 12/07/23 | 584 | (555,418.35) | Free Cash Policy 5% |
| FC to reduce the tax rate | 12/07/23 | | 12/07/23 | 587 | (1,250,000.00) | Reduce the Fiscal Year 2024 Tax Rate |
| FC to CIP Fund 2000 | 12/07/23 | | 12/07/23 | 588 | (400,000.00) | Redesign Fort Avenue at Winter Island Road, Columbus Ave/Sq |
| FC to Fire 12202-5258 | 01/1/24 | | 01/1/24 | 8 | (10,134.14) | Fire Equipment Repair |
| | | | | | | |
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TOTAL FREE CASH USED \$ -
 REMAINING BALANCE \$ -

\$ (6,658,899.29)
 \$ 4,449,467.71

**CITY OF SALEM, MASSACHUSETTS
FY 2024 WATER AND SEWER R/E APPROPRIATIONS**

| Description | Date | Pending | Date | C.O. # | Approved | Reason |
|-------------|------------|-------------------|----------|-------------------|-------------------|--------|
| | To Council | Retained Earnings | Approved | Retained Earnings | Retained Earnings | |

CERTIFIED WATER & SEWER RETAINED EARNINGS

4,589,838.00

| | | | | | | |
|-----------------------------|----------|---------------------|----------|-----|---------------------|--|
| RE to capital improvements | 12/07/23 | | 12/07/23 | 589 | 300,000.00 | Willow Ave Beach Sewer Pipe Improvements |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| TOTAL SEWER R/E USED | | 0.00 | | | 300,000.00 | |
| BALANCE | | 4,289,838.00 | | | 4,289,838.00 | |

CERTIFIED TRASH RETAINED EARNINGS

546,970.00

| | | | | | | |
|-----------------------------|--|-------------------|--|--|-------------------|--|
| | | | | | | |
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| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL TRASH R/E USED | | 0.00 | | | 0.00 | |
| BALANCE | | 546,970.00 | | | 546,970.00 | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

| | ORIGINAL APPROP | TRANS/ADJUSTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|-------------------------|-----------------|---------------|----------------|--------------|-----------------|------------------|--------|
| 000 Unclassified | | | | | | | |
| 1 Personnel | 5,000.00 | 0.00 | 5,000.00 | 2,762.59 | 0.00 | 2,237.41 | 55.3% |
| 2 Expenses | 30,000.00 | 70,000.00 | 100,000.00 | 43,772.92 | 814.80 | 55,412.28 | 44.6% |
| TOTAL Unclassified | 35,000.00 | 70,000.00 | 105,000.00 | 46,535.51 | 814.80 | 57,649.69 | 45.1% |
| 010 ASSESSORS | | | | | | | |
| 1 Personnel | 366,047.00 | 0.00 | 366,047.00 | 201,143.76 | 0.00 | 164,903.24 | 55.0% |
| 2 Expenses | 70,885.00 | 0.00 | 70,885.00 | 53,225.27 | 11,264.82 | 6,394.91 | 91.0% |
| TOTAL ASSESSORS | 436,932.00 | 0.00 | 436,932.00 | 254,369.03 | 11,264.82 | 171,298.15 | 60.8% |
| 030 CITY CLERK | | | | | | | |
| 1 Personnel | 777,125.00 | 0.00 | 777,125.00 | 423,450.45 | 0.00 | 353,674.55 | 54.5% |
| 2 Expenses | 145,427.00 | 0.00 | 145,427.00 | 66,473.83 | 21,741.40 | 57,211.77 | 60.7% |
| TOTAL CITY CLERK | 922,552.00 | 0.00 | 922,552.00 | 489,924.28 | 21,741.40 | 410,886.32 | 55.5% |
| 040 COLLECTOR | | | | | | | |
| 1 Personnel | 270,674.00 | 0.00 | 270,674.00 | 151,066.30 | 0.00 | 119,607.70 | 55.8% |
| 2 Expenses | 8,300.00 | 0.00 | 8,300.00 | 1,706.39 | 1,558.23 | 5,035.38 | 39.3% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

| | ORIGINAL APPROP | TRANS//ADJ SMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|---------------------------------------|-----------------|-----------------|----------------|--------------|-----------------|------------------|--------|
| TOTAL COLLECTOR | 278,974.00 | 0.00 | 278,974.00 | 152,772.69 | 1,558.23 | 124,643.08 | 55.3% |
| 055 SUSTAIN/RESILIENCY | | | | | | | |
| 1 Personnel | 251,623.00 | 0.00 | 251,623.00 | 132,748.93 | 0.00 | 118,874.07 | 52.8% |
| 2 Expenses | 20,700.00 | 0.00 | 20,700.00 | 3,686.23 | 1,893.77 | 15,120.00 | 27.0% |
| TOTAL SUSTAIN/RESILIENCY | 272,323.00 | 0.00 | 272,323.00 | 136,435.16 | 1,893.77 | 133,994.07 | 50.8% |
| 070 INFORMATION TECHNOLOGY-GIS | | | | | | | |
| 1 Personnel | 882,046.00 | 0.00 | 882,046.00 | 395,896.00 | 0.00 | 486,150.00 | 44.9% |
| 2 Expenses | 873,250.00 | 0.00 | 873,250.00 | 607,035.06 | 104,551.52 | 161,663.42 | 81.5% |
| TOTAL INFORMATION TECHNOLOGY-GIS | 1,755,296.00 | 0.00 | 1,755,296.00 | 1,002,931.06 | 104,551.52 | 647,813.42 | 63.1% |
| 090 FINANCE/AUDITING | | | | | | | |
| 1 Personnel | 388,470.00 | 20,000.00 | 408,470.00 | 201,265.55 | 0.00 | 207,204.45 | 49.3% |
| 2 Expenses | 134,015.00 | 0.00 | 134,015.00 | 102,437.44 | 23,192.26 | 8,385.30 | 93.7% |
| TOTAL FINANCE/AUDITING | 522,485.00 | 20,000.00 | 542,485.00 | 303,702.99 | 23,192.26 | 215,589.75 | 60.3% |
| 130 HUMAN RESOURCES | | | | | | | |
| 1 Personnel | 555,813.00 | 3,750.00 | 559,563.00 | 170,258.09 | 0.00 | 389,304.91 | 30.4% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

| | ORIGINAL APPROP | TRANS./ADJ/SMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|----------------------------|-----------------|-----------------|----------------|--------------|-----------------|------------------|--------|
| 2 Expenses | 31,800.00 | 0.00 | 31,800.00 | 14,012.30 | 4,191.44 | 13,596.26 | 57.2% |
| TOTAL HUMAN RESOURCES | 587,613.00 | 3,750.00 | 591,363.00 | 184,270.39 | 4,191.44 | 402,901.17 | 31.9% |
| 160 MAYOR | | | | | | | |
| 1 Personnel | 449,498.00 | 40,000.00 | 489,498.00 | 249,271.99 | 0.00 | 240,226.01 | 50.9% |
| 2 Expenses | 124,400.00 | 0.00 | 124,400.00 | 66,591.34 | 60,823.45 | -3,014.79 | 102.4% |
| TOTAL MAYOR | 573,898.00 | 40,000.00 | 613,898.00 | 315,863.33 | 60,823.45 | 237,211.22 | 61.4% |
| 200 PLANNING | | | | | | | |
| 1 Personnel | 709,618.00 | 0.00 | 709,618.00 | 415,782.80 | 0.00 | 293,835.20 | 58.6% |
| 2 Expenses | 408,348.00 | 32,000.00 | 440,348.00 | 176,462.89 | 171,000.35 | 92,884.76 | 78.9% |
| TOTAL PLANNING | 1,117,966.00 | 32,000.00 | 1,149,966.00 | 592,245.69 | 171,000.35 | 386,719.96 | 66.4% |
| 220 PUBLIC PROPERTY | | | | | | | |
| 2 Expenses | 715,572.00 | 0.00 | 715,572.00 | 437,075.98 | 237,877.16 | 40,618.86 | 94.3% |
| TOTAL PUBLIC PROPERTY | 715,572.00 | 0.00 | 715,572.00 | 437,075.98 | 237,877.16 | 40,618.86 | 94.3% |
| 230 PUBLIC SERVICES | | | | | | | |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

| 230 PUBLIC SERVICES | ORIGINAL APPROP | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED | |
|--------------------------------|-----------------|---------------|----------------|--------------|-----------------|------------------|--------------|-------|
| 2 Expenses | 198,900.00 | 0.00 | 198,900.00 | 0.00 | 0.00 | 198,900.00 | .0% | |
| TOTAL PUBLIC SERVICES | 198,900.00 | 0.00 | 198,900.00 | 0.00 | 0.00 | 198,900.00 | .0% | |
| 240 PURCHASING | | | | | | | | |
| 1 Personnel | 183,741.00 | 0.00 | 183,741.00 | 100,407.16 | 0.00 | 83,333.84 | 54.6% | |
| 2 Expenses | 64,577.00 | 0.00 | 64,577.00 | 21,623.77 | 31,357.69 | 11,595.54 | 82.0% | |
| TOTAL PURCHASING | 248,318.00 | 0.00 | 248,318.00 | 122,030.93 | 31,357.69 | 94,929.38 | 61.8% | |
| 260 SOLICITOR-LICENSING | | | | | | | | |
| 1 Personnel | 490,787.00 | 0.00 | 490,787.00 | 246,269.42 | 0.00 | 244,517.58 | 50.2% | |
| 2 Expenses | 772,350.00 | 0.00 | 772,350.00 | 322,150.85 | 26,285.32 | 423,913.83 | 45.1% | |
| TOTAL SOLICITOR-LICENSING | 1,263,137.00 | 0.00 | 1,263,137.00 | 568,420.27 | 26,285.32 | 668,431.41 | 47.1% | |
| 270 TREASURER | | | | | | | | |
| 1 Personnel | 287,908.00 | 0.00 | 287,908.00 | 161,972.75 | 0.00 | 125,935.25 | 56.3% | |
| 2 Expenses | 142,101.00 | 0.00 | 142,101.00 | 101,975.65 | 2,108.77 | 38,016.58 | 73.2% | |
| TOTAL TREASURER | 430,009.00 | 0.00 | 430,009.00 | 263,948.40 | 2,108.77 | 163,951.83 | 61.9% | |
| GRAND TOTAL | | 9,358,975.00 | 165,750.00 | 9,524,725.00 | 4,870,525.71 | 698,660.98 | 3,955,538.31 | 58.5% |

** END OF REPORT - Generated by Justin MacCutcheon **

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

ACCOUNTS FOR : 6000 Sewer Enterprise Fund ORIGINAL APPROP TRANS/ADJMENTS REVISED BUDGET YTD EXPENDED ENCUMBRANCE/REQ AVAILABLE BUDGET % USED

230 PUBLIC SERVICES

| | | | | | | | |
|-----------------------|------------|------|------------|------------|-----------|------------|-------|
| 1 Personnel | 509,119.00 | 0.00 | 509,119.00 | 235,059.50 | 0.00 | 274,059.50 | 46.2% |
| 2 Expenses | 202,325.00 | 0.00 | 202,325.00 | 95,050.33 | 59,556.27 | 47,718.40 | 76.4% |
| TOTAL PUBLIC SERVICES | 711,444.00 | 0.00 | 711,444.00 | 330,109.83 | 59,556.27 | 321,777.90 | 54.8% |

235 ENGINEERING

| | | | | | | | |
|-------------------|--------------|------------|--------------|------------|------------|------------|-------|
| 1 Personnel | 207,246.00 | 0.00 | 207,246.00 | 75,323.11 | 0.00 | 131,922.89 | 36.3% |
| 2 Expenses | 1,010,150.00 | 550,000.00 | 1,560,150.00 | 82,460.03 | 655,126.03 | 822,563.94 | 47.3% |
| TOTAL ENGINEERING | 1,217,396.00 | 550,000.00 | 1,767,396.00 | 157,783.14 | 655,126.03 | 954,486.83 | 46.0% |

270 TREASURER

| | | | | | | | |
|-----------------------------|--------------|------------|--------------|--------------|------------|--------------|-------|
| 2 Expenses | 6,515,621.00 | 0.00 | 6,515,621.00 | 4,167,207.54 | 0.00 | 2,348,413.46 | 64.0% |
| TOTAL TREASURER | 6,515,621.00 | 0.00 | 6,515,621.00 | 4,167,207.54 | 0.00 | 2,348,413.46 | 64.0% |
| TOTAL Sewer Enterprise Fund | 8,444,461.00 | 550,000.00 | 8,994,461.00 | 4,655,100.51 | 714,682.30 | 3,624,678.19 | 59.7% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

| ACCOUNTS FOR: 6100 Water Enterprise Fund | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|--|---------------|----------------|--------------|-----------------|------------------|--------|
| 230 PUBLIC SERVICES | | | | | | |
| 1 Personnel | | 564,119.00 | 260,640.34 | 0.00 | 303,478.66 | 46.2% |
| 2 Expenses | | 202,450.00 | 100,775.40 | 52,119.21 | 249,555.39 | 38.0% |
| TOTAL PUBLIC SERVICES | | 766,569.00 | 361,415.74 | 52,119.21 | 553,034.05 | 42.8% |
| 235 ENGINEERING | | | | | | |
| 1 Personnel | | 207,246.00 | 75,323.30 | 0.00 | 131,922.70 | 36.3% |
| 2 Expenses | | 745,050.00 | 300,578.46 | 377,353.27 | 67,118.27 | 91.0% |
| TOTAL ENGINEERING | | 952,296.00 | 375,901.76 | 377,353.27 | 199,040.97 | 79.1% |
| 270 TREASURER | | | | | | |
| 2 Expenses | | 5,427,781.00 | 5,427,781.00 | 0.00 | 576,451.60 | 89.4% |
| TOTAL TREASURER | | 5,427,781.00 | 4,851,329.40 | 0.00 | 576,451.60 | 89.4% |
| TOTAL Water Enterprise Fund | | 7,146,646.00 | 5,588,646.90 | 429,472.48 | 1,328,526.62 | 81.9% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024.07

ACCOUNTS FOR: 6200 solid waste Enterprise TRANS/ADJSMTS ORIGINAL APPROP REVISED BUDGET YTD EXPENDED ENCUMBRANCE/REQ AVAILABLE BUDGET % USED

235 ENGINEERING

| | | | | | | | |
|------------------------------|--------------|------------|--------------|--------------|--------------|------------|-------|
| 1 Personnel | 83,426.00 | 0.00 | 83,426.00 | 26,196.27 | 0.00 | 57,229.73 | 31.4% |
| 2 Expenses | 4,040,835.00 | 160,000.00 | 4,200,835.00 | 2,021,861.12 | 1,821,416.12 | 357,557.76 | 91.5% |
| TOTAL ENGINEERING | 4,124,261.00 | 160,000.00 | 4,284,261.00 | 2,048,057.39 | 1,821,416.12 | 414,787.49 | 90.3% |
| TOTAL solid waste Enterprise | 4,124,261.00 | 160,000.00 | 4,284,261.00 | 2,048,057.39 | 1,821,416.12 | 414,787.49 | 90.3% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

ACCOUNTS FOR: 6300 COMCAST PEG ACCESS ENTERPRISE ORIGINAL APPROP TRANS/ADJSMTS REVISED BUDGET YTD EXPENDED ENCUMBRANCE/REQ AVAILABLE BUDGET % USED

260 SOLICITOR-LICENSING

| ACCOUNTS FOR: 6300 COMCAST PEG ACCESS ENTERPRISE | ORIGINAL APPROP | TRANS/ADJSMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|--|-----------------|---------------|----------------|--------------|-----------------|------------------|--------|
| 2 Expenses | 691,250.00 | 0.00 | 691,250.00 | 280,495.23 | 0.00 | 410,754.77 | 40.6% |
| TOTAL SOLICITOR-LICENSING | 691,250.00 | 0.00 | 691,250.00 | 280,495.23 | 0.00 | 410,754.77 | 40.6% |
| TOTAL COMCAST PEG ACCESS ENTERPRISE | 691,250.00 | 0.00 | 691,250.00 | 280,495.23 | 0.00 | 410,754.77 | 40.6% |

CITY OF SALEM, MA - LIVE



YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

| ORIGINAL APPROP | TRANS/ADJSTMS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|-----------------|---------------|----------------|---------------|-----------------|------------------|--------|
| 20,406,618.00 | | 21,316,618.00 | 12,572,300.03 | 2,965,570.90 | 5,778,747.07 | 72.9% |
| GRAND TOTAL | | | | | | |
| | 910,000.00 | | | | | |

** END OF REPORT - Generated by Justin MacCutcheon **

PRESERVATION RESTRICTION AGREEMENT

between

PARISH OF ST. PETER'S CHURCH

and the

CITY OF SALEM, MASSACHUSETTS

BY AND THROUGH THE SALEM HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ___ day of _____, 2024 by and between the PARISH OF ST. PETER'S CHURCH, also known as Minister and Wardens of the Episcopal Church in said Salem called St. Peters, and the Proprietors of St. Peters Church, located at 24 St. Peter 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**"), located at 24 St. Peter Street, Salem, Massachusetts. The Property includes a building known as St. Peter's Church and Chapel (hereinafter referred to as "**the Building**"). Also on the site are a parish hall and three small burial grounds (one not visible). The Property is more particularly described in deeds (i) from Phillip English, Phillip English, Jr., John English, William Browne, Mary Browne, John Touzel and Susanna Touzel to the Episcopal minister, wardens, and members of the church, dated May 31, 1733 and recorded in the Essex South Registry of Deeds in Book 65, Page 24; (ii) from Jeremiah Hagerty to Nathaniel Fisher, Minister, and James Barr and Mascol Williams, Wardens of the Episcopal Church in said Salem called St. Peters, dated April 3, 1784 and recorded with the Essex County South District Registry of Deeds, Book 142, Page 129; (iii) from Stephen B. Ives to the proprietors of St. Peters Church in Salem dated May 19, 1871 and recorded with said Deeds, Book 844, Page 168; (iv) from James Barr Currier to the Proprietors of Saint Peter's Church dated June 9, 1892 and recorded with said Deeds, Book 1346, Page 179; and (v) from Amand Abraham to Parish of St. Peter's Church in Salem dated April 18, 1961 and recorded with said Deeds, Book 4762, Page 495, and in Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, the Building and Property are described as follows, and also depicted in a set of ten (10) photographic images taken in December, 2022, with copies of said images attached hereto and incorporated herein by reference as Exhibit C:

St. Peter's Church, located at 22-24 Saint Peter Street, was constructed in 1833-34 on the site of an earlier wooden church constructed in 1733-34. The current church building is a one-story rubble stone masonry building with hipped asphalt shingle roof designed in the Gothic Revival style based on plans by noted Boston architect Isaiah Rogers (1800-1869). The church was enlarged in 1845 with plans by New York architect Richard Upjohn (1802-1878). In 1871, a one-story chapel addition was added to the rear (east) of the church building. In 1937-38, a two-story brick masonry parish house (not subject to this agreement) was added to the north. Note: Requiring review under this Preservation Restriction would be the enlarging of the footprint of existing structures or the construction of new structures, in order to determine if the historic setting of the Building would be adversely affected.

The property is located on the corner of St. Peter Street and Brown Street in Salem's downtown. On either side of the façade tower, are small yards enclosed by steel picket fencing set on granite curbing. The southern yard features curved curbing and fencing that correlate with the curve of the street corner and a single tree is set within the yard. Both the north and south yards contain slate headstones: group north

contains four rows of 6 to 8 mostly slate markers, including also a marble obelisk; group south contains two rows, one with 8 markers and the other 5, being a mix of slate and marble.

Façade (West) Elevation

The façade of the church is oriented west and is dominated by a three-story engaged square bell tower that is centered on the elevation. To each side of the tower, large lancet-arched windows light the sanctuary. Each window features tracery that divides the large opening into two smaller lancet arches. Glazing consists of leaded diamond panes of stained glass with a more decorative stained glass panel in the lancet. Windows are framed by granite sills. Below each of these window are paired multi-light basement windows capped by granite lintels.

The principal entrance to the church is located at the base of the tower and is accessed by three granite steps flanked by simple round handrails. The entry is recessed and features paired rectangular board and batten doors with cross framing with a round door knob on the southern door. No exterior hardware is visible. A single glazed window with center quatrefoil tracery fills the arch above the doors and paneled walls frame the recess. Both doors and paneling are painted red.

Above the entrance is a rectangular plaque recessed into the rubble wall. The plaque is etched with "St. Peter's/Erected MDCCXXXIII/Rebuilt MDCCCXXXIII". Above the plaque is a large lancet-arched window with intersecting tracery that forms three vertical lancet lights. Glazing consists of leaded diamond panes of stained glass. Quatrefoil windows punctuate the top of each face of the tower, which is topped by a crenelated parapet.

The church property is located on a prominent corner at the intersection of Saint Peters Street and Brown Street in downtown Salem. The building sits directly on the sidewalk except for small open areas on either side of the tower, which are enclosed by granite curbing topped by iron picket fencing. The northwest area is enclosed by a straight run of fencing that terminates at a granite post. The southwest area features curved fencing that corresponds with the street corner. Within both areas are slate headstones that were relocated from a burial area at the rear of the property, which was covered in 1871 when the church chapel was constructed.

North and South elevations

Each elevation features three lancet windows evenly spaced within a recessed portion of the wall. These windows replicate the design of the windows on the front façade.

The south elevation features a copper gutter that terminates in copper scuppers and downspouts at each end of the wall.

A two-story masonry Parish House (constructed in 1937 and not subject to this restriction) is located to the north of the church and is attached to the building via a single-story stucco clad connector (not subject to this restriction) on the northeast corner of the north elevation. The Parish House features a stucco exterior, flat roof and three-bay façade with center entrance.

East elevation

At the rear of the church building is a one-story chapel addition constructed principally of brick masonry but its Brown Street (south) elevation is faced with granite rubble masonry to match that of the church. It has a gable roof and is connected to the church via a hyphen which has a lower roof the same type. The intermediary hyphen addition features two trefoil arched windows with granite sills and a lancet arched recessed entry access by two granite steps. The end gable addition features a large arched window with intersecting lancet and round tracery. The east wall of the addition features an entry door sheltered by a half-timbered porch.

The east portion of the property features a low wall of granite blocks along the sidewalk that matches granite of main church. The wall terminates for two entries to the lot (one walkway and one drive) and incorporates a small planting bed with seating area, mature trees and other plantings. The remainder of the parcel is a stonedust parking area.

WHEREAS, due to its historical and architectural significance, the Building and Property are a contributing resource to the Salem Common Historic District, listed in the National Register of Historic Places on May 12, 1976, and as a result of the foregoing are included in the State Register of Historic Places; and

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

WHEREAS, the preservation values of the Building and 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 Building 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 35-0181

Exhibit C. Sixteen (16) Baseline Photographs Dated December, 2022 and May, 2023

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

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project by the City Council, the sum of Forty Thousand Dollars (\$40,000) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant to reinstall fallen granite coping stones to the roof and replace four clear glass cellar windows of the 1872 chapel; and

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

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

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

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Salem and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D, 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 exterior of the Building and Property to be administered, managed and enforced by the Commission.

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

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

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

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

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

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

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and

- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

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

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

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

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

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 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 to undertake any of the activities prohibited hereunder.

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

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

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

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

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

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

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's or equivalent rating agency for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written

request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

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

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

Grantor: Parish of St. Peter's Church
24 St. Peter Street
Salem, MA 01970

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

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

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

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

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

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

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

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

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

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

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

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are 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 Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Salem and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

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

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

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

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

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not

affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

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

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

29. Free Exercise of Religion: Grantor and Grantee agree that nothing contained herein is intended to limit the rights which Grantor may have under the First Amendment to the United States Constitution, Article 46 of the Amendments to the Massachusetts Constitution, and Article 2 of the Massachusetts Declaration of Rights. The parties agree this Preservation Restriction does not impact, restrict, or restrain Grantor's right to alter, utilize, and maintain the Property in keeping with its religious principles, practices or beliefs, including but not limited to the direction, teachings or requirements as set forth by Saint Peter's Episcopal Church in Salem or The Protestant Episcopal Archdiocese of Massachusetts.

30. Prior Liens. Grantor represents and warrants to the Grantee that the Property is not subject to any mortgages, easements, liens, or leases prior in right to this Restriction other than the following:

- 1) Mortgage granted to The Protestant Episcopal Archdiocese of Massachusetts dated January 15, 2002 and recorded at the Essex South Registry of Deeds in Book 18228, Page 531;
- 2) Mortgage granted to The Protestant Episcopal Archdiocese of Massachusetts dated December 18, 2013 and recorded at the Essex South Registry of Deeds in book 33275, Page 302.

The Protestant Episcopal Archdiocese of Massachusetts has subordinated its mortgages to this Preservation Restriction Agreement with its Assent attached hereto and recorded herewith as Exhibit E. Grantor agrees not to enter into or permit other mortgages, easements, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 16 day of February, 2024.
By:

GRANTOR:
Parish of St. Peter's Church

Ana M. Nuncio

Ana Nuncio
Senior Warden

James Sweet

James Sweet
Treasurer

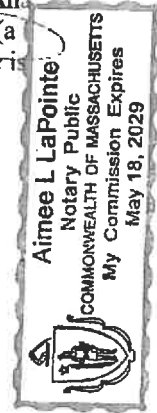
COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this 16 day of February, 2024, before me, the undersigned notary public, personally appeared Ana Nuncio, 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.

Aimee L. LaPointe

Notary Public
My Commission Expires: 5/18/29



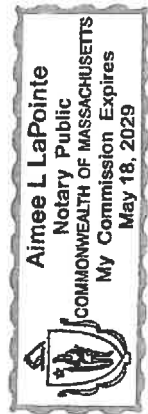
COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this 16 day of February, 2024, before me, the undersigned notary public, personally appeared James Sweet, 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.

Aimee L. LaPointe

Notary Public
My Commission Expires: 5/18/29



ACCEPTANCE BY THE SALEM HISTORICAL COMMISSION

Laurence Spang, duly authorized
Chair, Salem Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this _____ day of _____, 2024 before me, the undersigned notary public, personally appeared Laurence 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 XXXXXXX, 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 _____, 2024, 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 _____, 2024, 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 _____, 2024, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Property Description

The land with the buildings thereon, situated at 24 St. Peter Street, Salem, Essex County, Massachusetts, and being described as follows:

A certain a piece or parcel of land situate lying and being in Salem afores[aid] containing about twenty pole be the same more or less butting Easterly on land lately belong to John Gedney decd [deceased], and now in the possession of Robert Williams; Southerly and Westerly on highways, and Northerly on land lately belonging to Joshua Mack on all in decd [deceased].

Source: Southern Essex District Registry of Deeds Book 65 Page 24

~

A parcel of about thirty poles of land be it more or less situate on the South side of the new street bounded on that street three poles Northeasterly on land of Jonathan Buffum nine poles fifteen feet south easterly on land late of Joshua Buffum two poles fifteen feet and six inches southwesterly on said Joshua's land ten poles eight fee and eight inches or however otherwise founded with the buildings thereon.

Source: Southern Essex District Registry of Deeds Book 65 Page 24

~

Commencing at a point on Brown Street, at the present boundary between my estate and the estate of said Proprietors, and running thence by said boundary forty one feet and three inches Northerly, thence turning and running Southerly to said Brown Street, forty one feet, to a point on said street two feet and nine inches Easterly of the point of beginning thence Westerly by said street, two feet and nine inches, to the point of beginning, which is thirty eight feet four inches from the South East corner of the main part of the Church Edifice of said proprietors.

Southern Essex District Registry of Deeds Book 844 Page 168

~

Commencing at the south westerly corner thereof by land of the Proprietors of St. Peters Church, thence easterly by said Proprietors land to land late of Stephen B. Ives thence northerly by land late of said Ives, thirty three feet to land formerly of Isaac Colby, thence northwesterly by said land formerly of Colby to St. Peter Street, thence southerly by said St. Peter Street, to the point of beginning.

Southern Essex District Registry of Deeds Book 1346 Page 179

~

Beginning at the Southwesterly corner of the premises by land now or formerly of the St. Peter's Church and thence running Easterly by Brown Street sixty-six (66) feet to land now or formerly of the Young Women's Association, thence turning and running in a straight line Northerly one hundred twenty-four and twenty-five one hundredths (124.25) feet by said land of the Young Women's Association to a corner at land now or formerly of the St. John's Polish Church, thence turning and running Westerly forty feet and seven inches (40' 7") to land now or formerly of Kiley, thence turning and running Southerly by said land of Kiley and land of the St. Peter's Church one hundred thirty-one (131) feet to the point of beginning.

Source: Southern Essex District Registry of Deeds Book 4762 Page 495

EXHIBIT B
Salem Assessors' Map

Parcel 35-0181

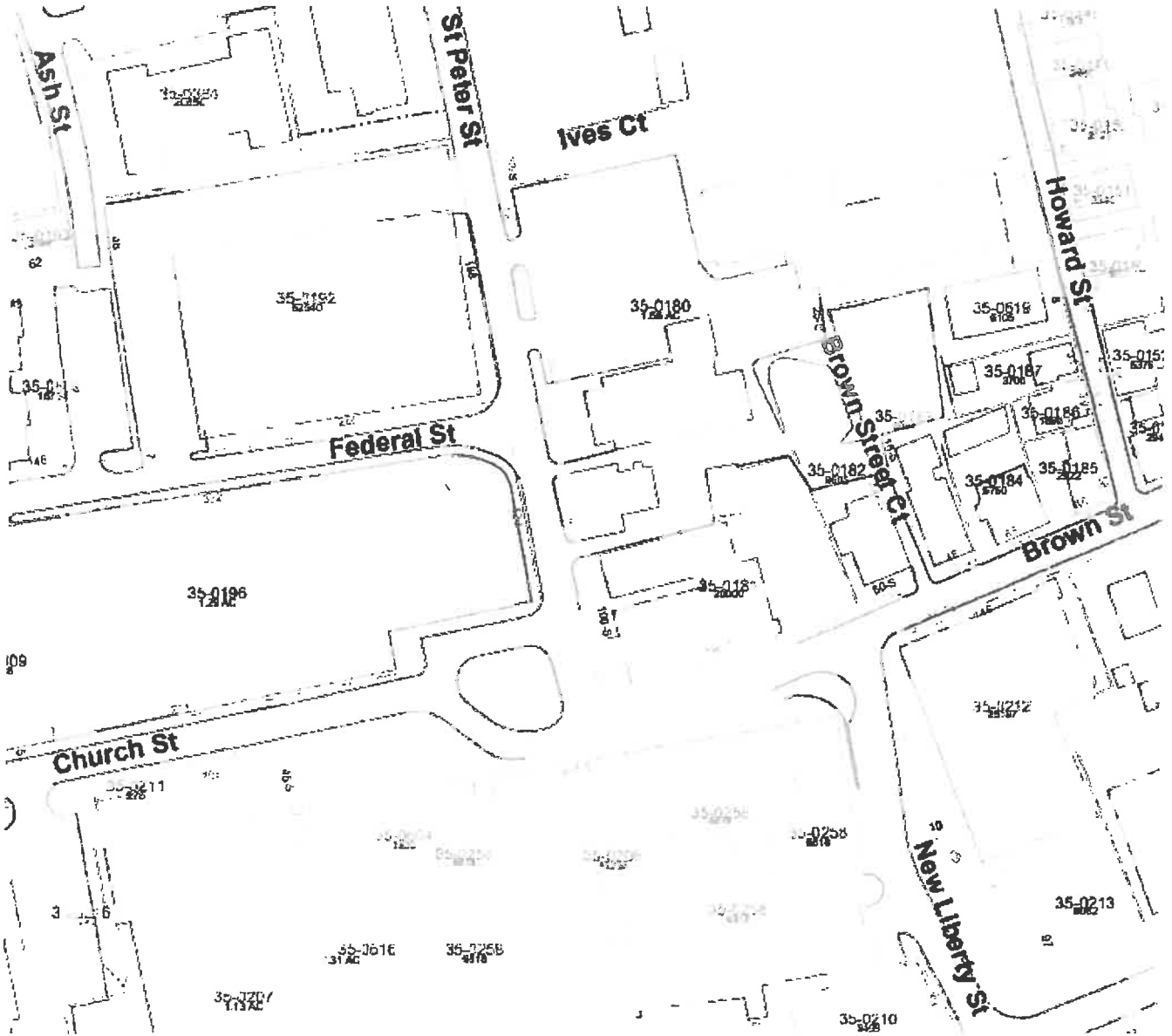


EXHIBIT C

Baseline Photographs



**Photo 1 - Front facade (West and North elevations)
December, 2022**

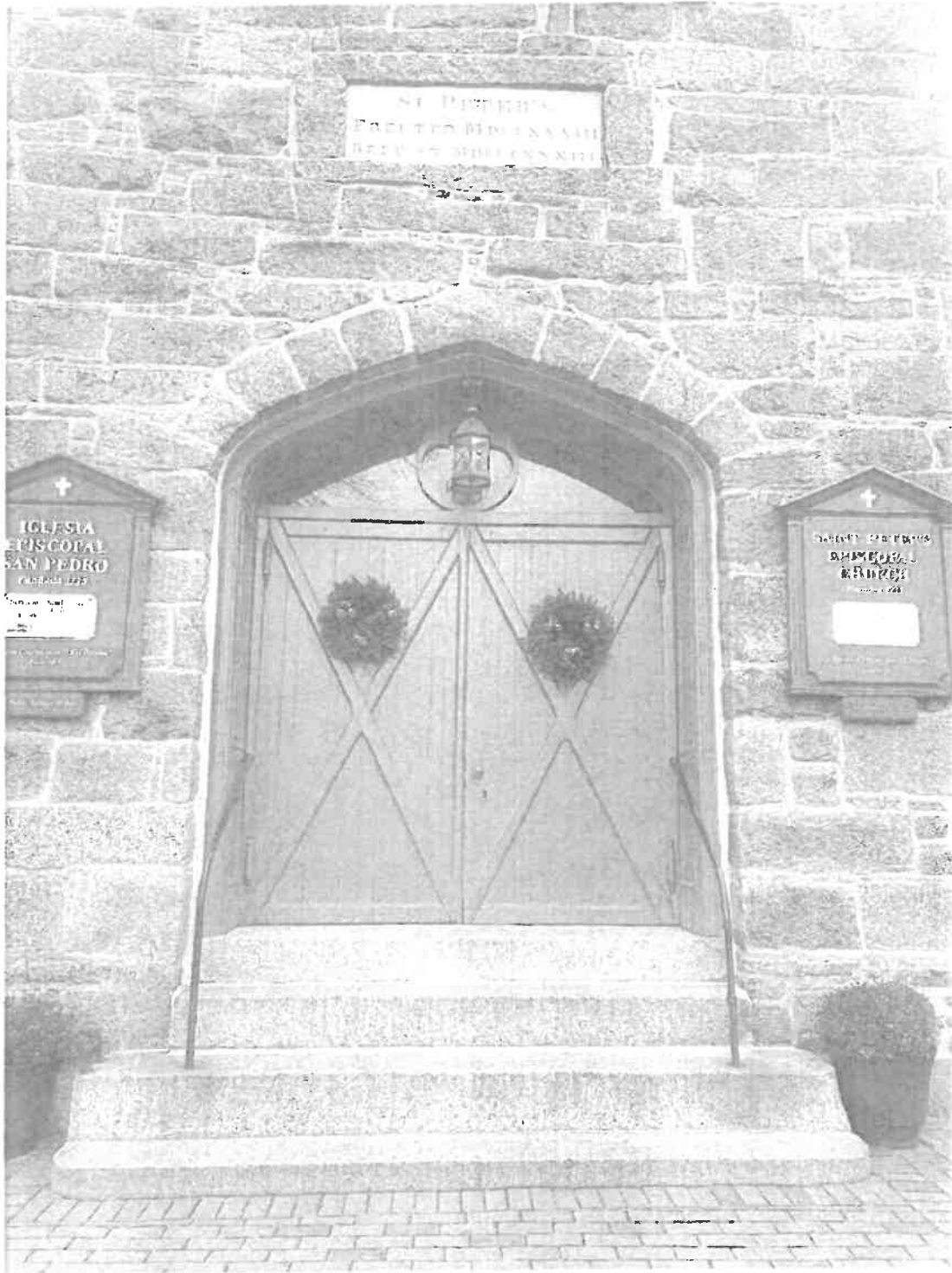


Photo 2- Front Door Entry (West elevation)
December, 2022

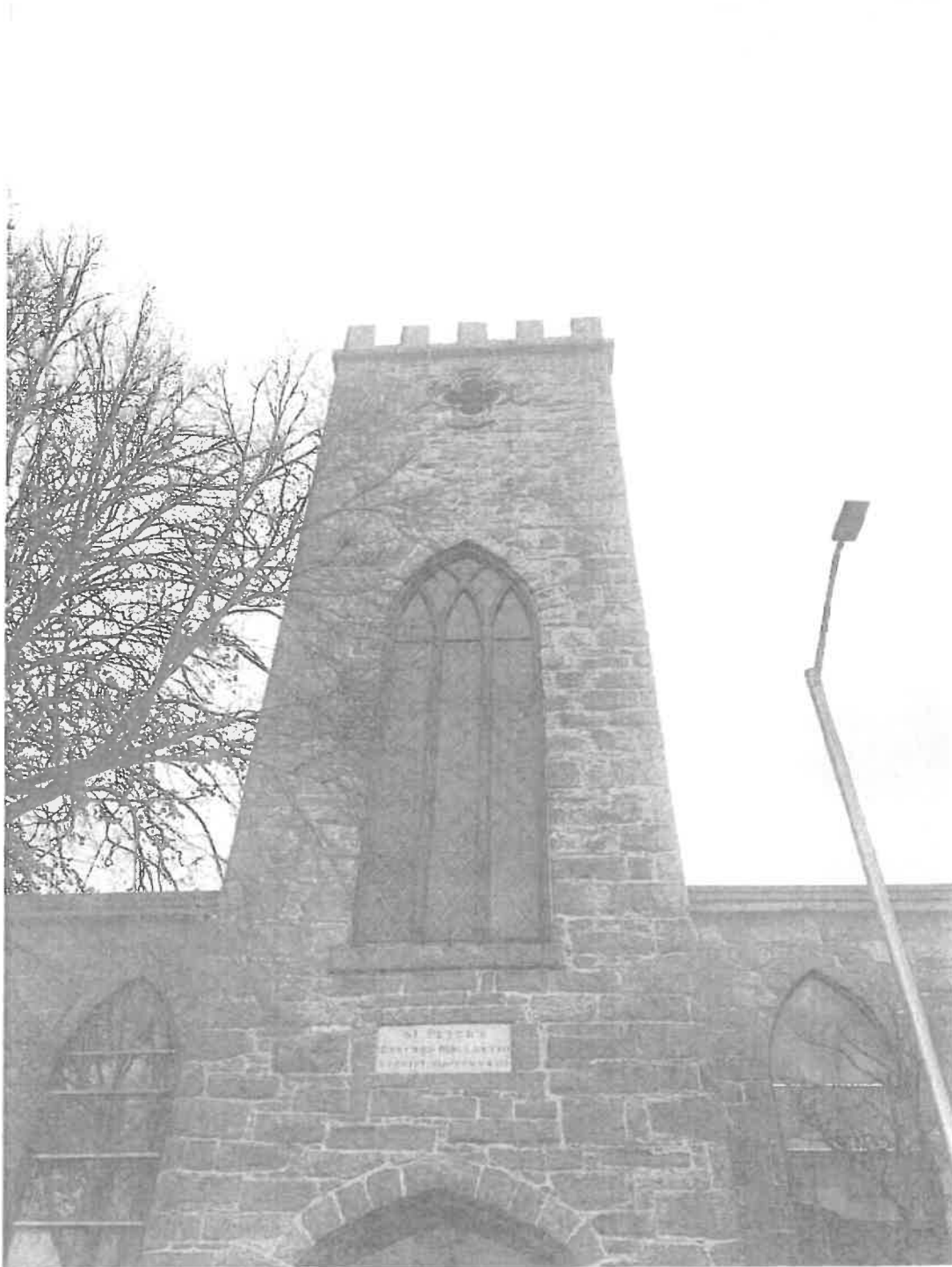


Photo 3- Tower above Front Door Entry (West elevation) - December, 2022

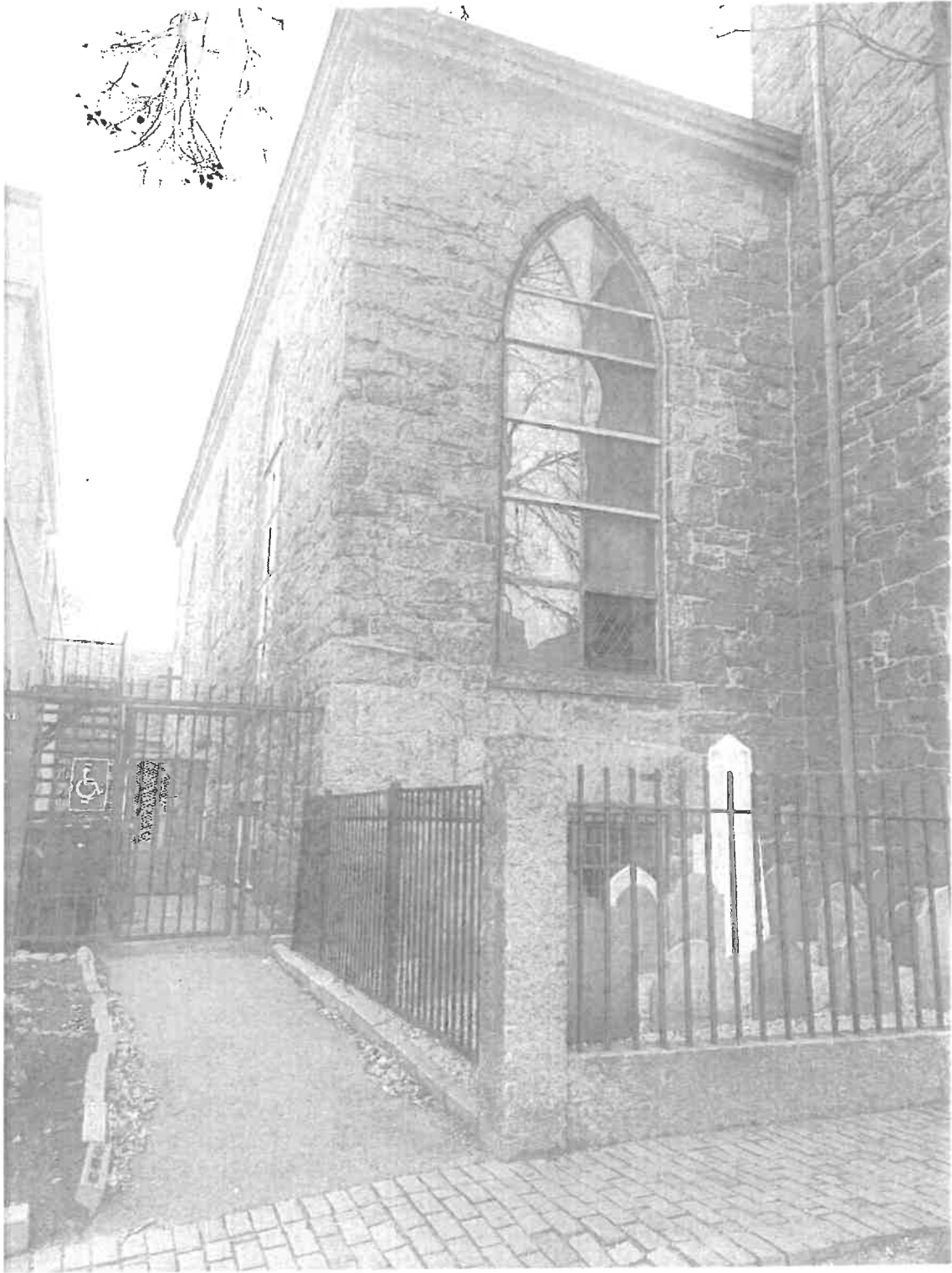


Photo 4- Left Side (North & West elevations) - December, 2022

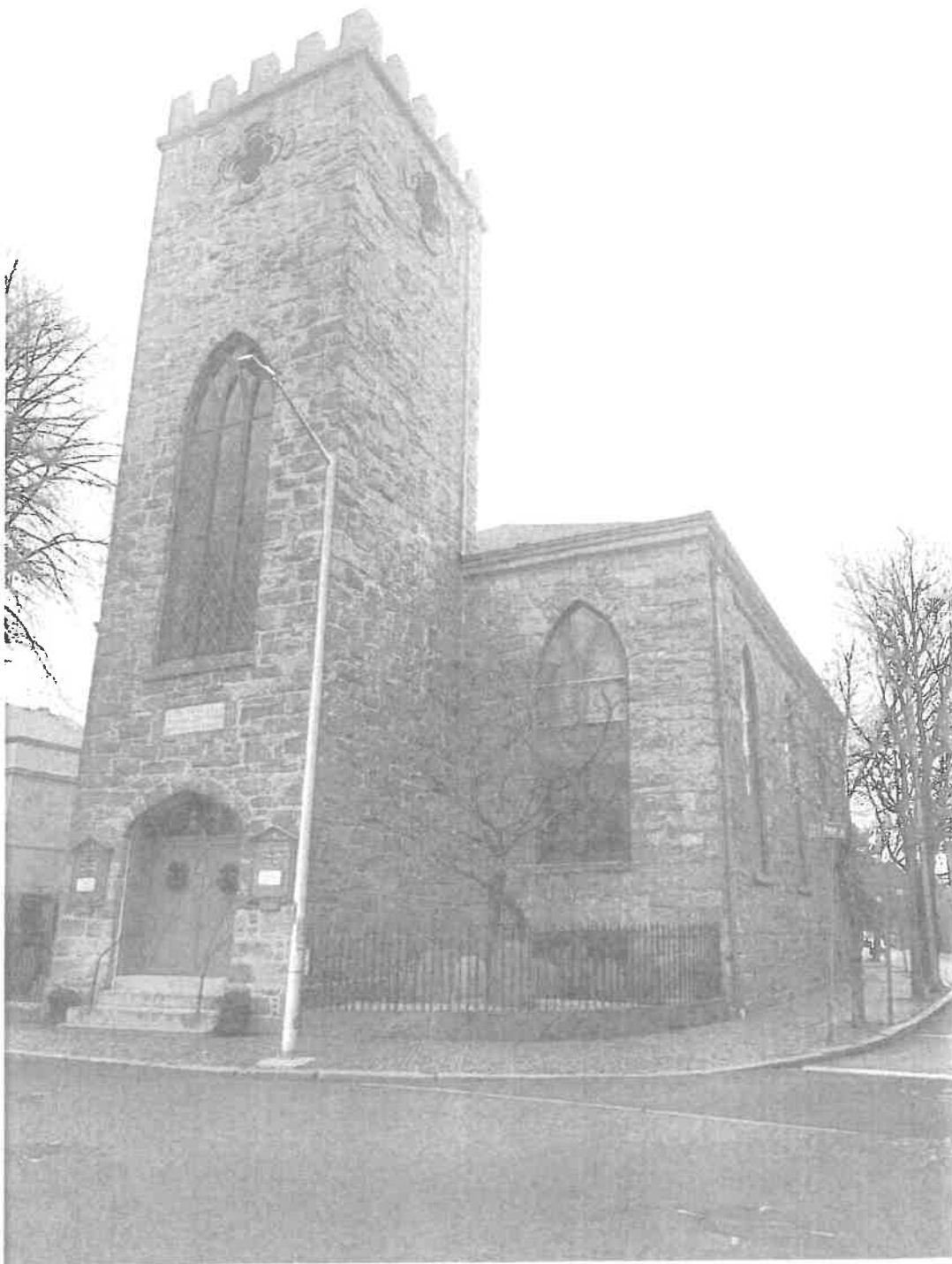


Photo 5- Right side (West & South elevations) - December, 2022

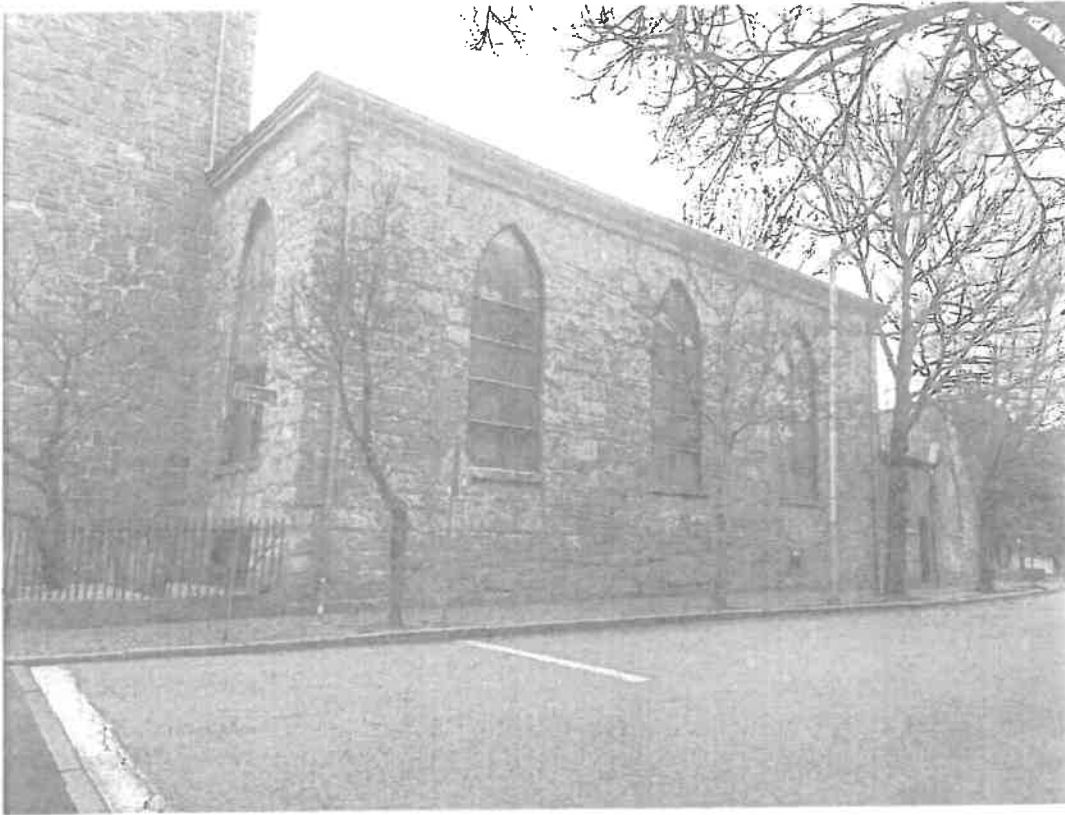


Photo 6- South elevation - December, 2022



Photo 7- Chapel Addition (South and East elevations) - December, 2022

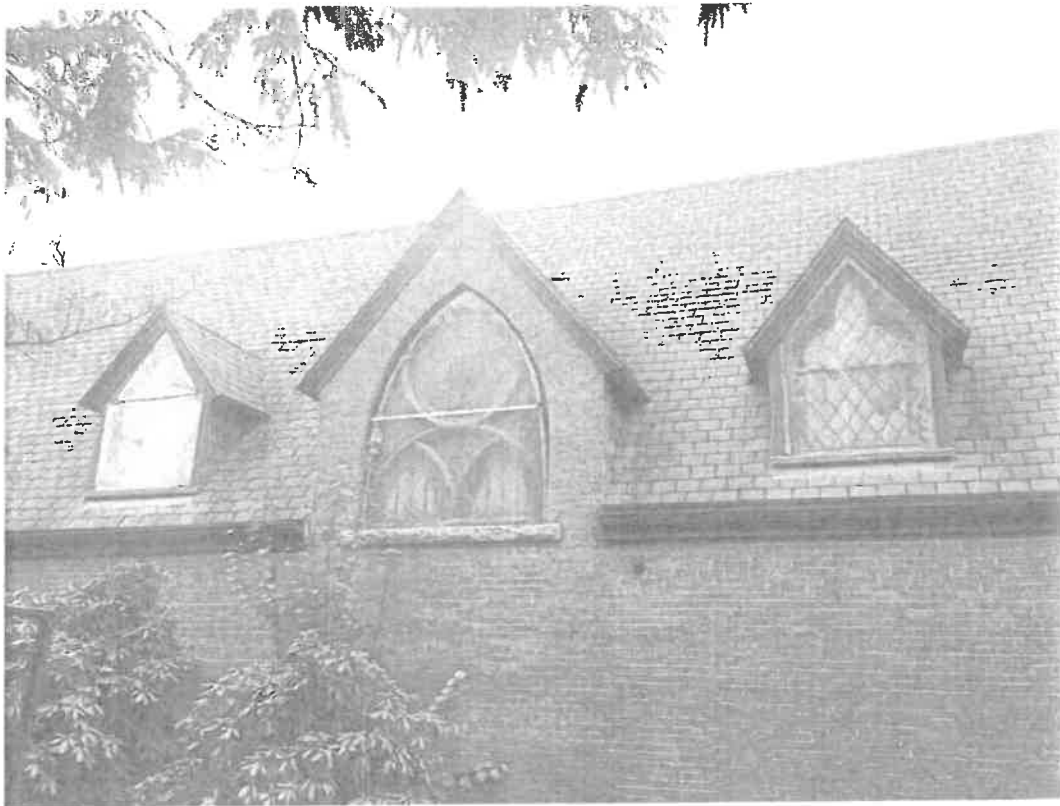


Photo 8- Chapel Addition Gable Windows (East elevation) - December, 2022



Photo 9- Chapel Addition (East and North elevations), connected to Parish House - December, 2022



Photo 10- Chapel Addition Door (East elevation) - December, 2022



Photo 11- Chapel addition (North elevation) connection to Parish House rear (East elevation) - May, 2023

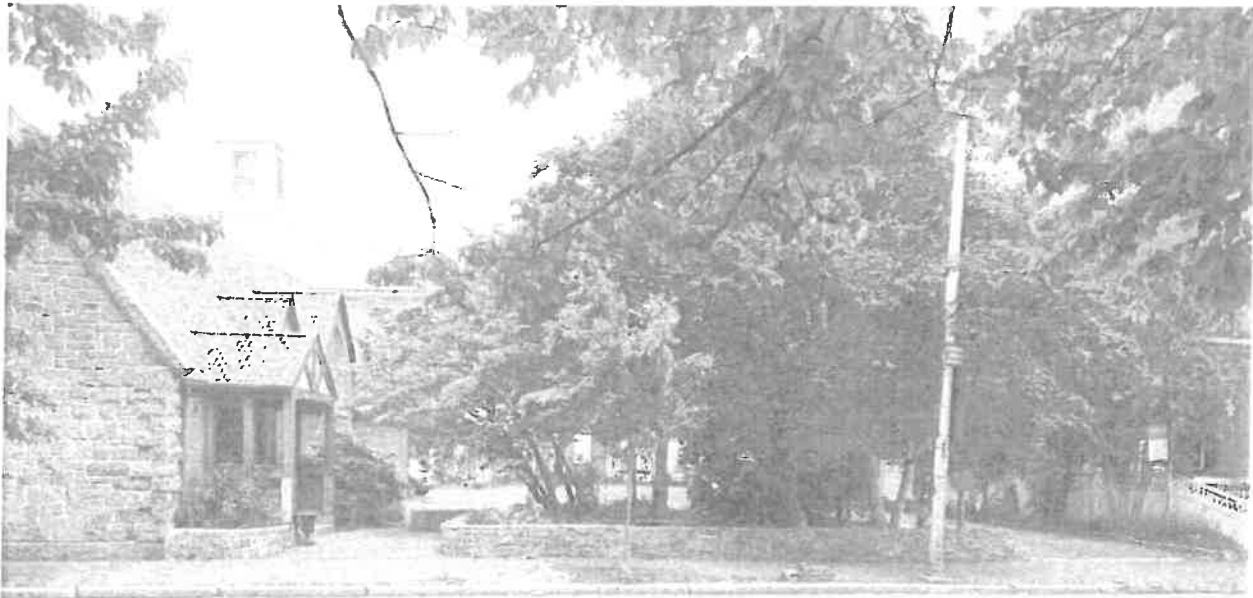


Photo 12 – View of open area and low stone wall from Brown Street - May, 2023



Photo 13 - Parish House (North & West Elevations) - May, 2023

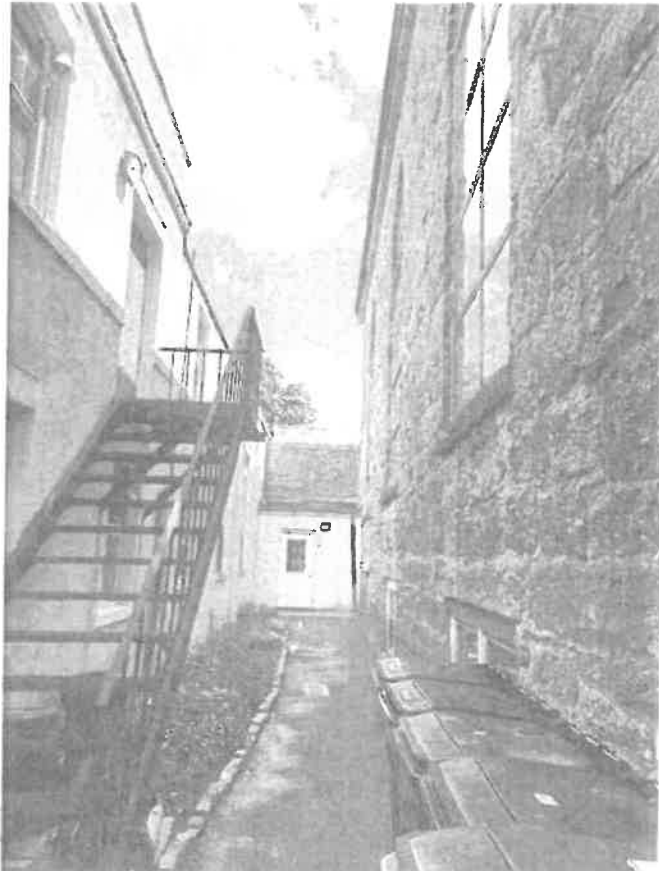


Photo 14 – Parish House connection in rear with Church North Elevation on right and Parish House South Elevation on left – May, 2023



Photo 15 – Burial markers flanking Church Tower left side (East and North elevations) – May, 2023



Photo 16 – Burial markers flanking Church Tower right side (East and South elevations) – May, 2023

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 (including enlarging the footprint of existing structures or construction of new structures; 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.

EXHIBIT E
ASSENT BY MORTGAGEE

The Episcopal Archdiocese of Massachusetts is the holder of a Mortgage dated January 15, 2002, and recorded with the Essex South Registry of Deeds at Book 18228, Page 531, and a Mortgage dated December 18, 2013, and recorded with the Essex South Registry of Deeds at Book 33275, Page 302. The Premises affected by this instrument is 24 Saint Peter Street, Salem, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restrictions from it Mortgagor, The Parish of St. Peter's Church in Salem, also known as Minister and Wardens of the Episcopal Church in Salem called St. Peter's and the Proprietors of St. Peter's Church to the City of Salem, Massachusetts as set forth in an Agreement dated _____, 2023 and recorded herewith, and agrees that upon the Mortgagee's exercise of its right to foreclosure on the mortgaged Premises it shall comply with terms and conditions of the Preservation Restrictions accepted by the Mortgagor.

Signed as a sealed instrument this 18 day of September, 2023

By: 
Debra Thomas
Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 18th day of Sept, 2023, before me, the undersigned notary public, personally appeared, Debra O. Thomas, proved to me through satisfactory evidence of identification, which was 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 authorized Chief Financial Officer of the Episcopal Archdiocese of Massachusetts.


Notary Public
My Commission Expires: 10/18/2024





CITY CLERK, SALEM MASS
RCUD 2024 FEB 28 PM 12:41

Salem Film Fest
c/o Joe Ferrari
33 Roslyn Street, Unit 2
Salem, MA 01970
joey@salemfilmfest.com

Hello Ms. Simons,

I hope you're doing well. By way of introduction – I'm Joe Ferrari and I'm the Director of Salem Film Fest, recognized as Massachusetts' all-documentary film festival. It's nice to meet you.

I'm writing to request that Salem Film Fest be placed on the agenda for the March 14th City Council meeting so I may speak before the City Council to explore a greater partnership with the City of Salem including financial support for not only Salem Film Fest, but all prominent festivals in Salem.

I would also like to present at that meeting if at all possible, but understand this longer presentation may have to wait until the issue is sent to committee.

Thanks,

A handwritten signature in black ink, appearing to read "Joe Ferrari", with a stylized flourish at the end.

Joe Ferrari

Ilene Simons

From: Salem United Inc <salemunitedinc@gmail.com>
Sent: Thursday, February 29, 2024 10:05 AM
To: Ilene Simons
Cc: Grow To Consume; Salem United Inc
Subject: On the City Council Agenda

Caution: This email originated from outside our system. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ilene,

Saskia Vann James has been working with the City of Cambridge, from the Mayor office to the City Council, on an American Freedmen Commission, which passed in Cambridge and is being organized in Boston and throughout Massachusetts.

She is supposed to be working with the City council and the Mayor of Salem, however she has been sent to the Human Rights Coalition. She has been talking to them for months but unfortunately they are not the decision making.

I have referred her and her organization to you, to request to be on the city council's agenda, to speak on this Commission topic.

I have permission to make this request for her, so can you put her on the calendar, on the council's agenda. Do you need any additional information? She has been cc'd on this email so you can reach out to her.

The focus is to have the City of Salem pass an ordinance for an American Freedman Commission and to understand its value.

Please give us a date on their calendar, immediately.

Thank you,

Doreen Wade of Salem United and Saskia Vann James of Grow To Consume

--

Salem United, Inc.

Doreen Wade, President

www.salemunitedinc.org

Motto: "Preserve, Protect and Build Black History"

Ilene Simons

From: Grow To Consume <growtoconsume@gmail.com>
Sent: Thursday, February 29, 2024 3:42 PM
To: Salem United Inc
Cc: Ilene Simons; Ty Hapworth
Subject: Re: On the City Council Agenda

Caution: This email originated from outside our system. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ilene,

[Here is a link to the public notice of the American Freedmen Commission ordinance that passed in Cambridge.](#) This ordinance was sponsored by then Mayor Siddiqui (now Councilor), (current) Mayor Simmons, and Councilor Zondervan. [Also here is an article that covered this historical action.](#) Please let me know if you need anything else. Prior to the ordinance passing I gave a couple of educational workshops to the ordinance committee on transitional justice and American Freedmen history. The meetings were for one hour and I had 40 mins to present and 20mins for q&a. My recommendation is for this proposal to go through the same process and be passed to the ordinance subcommittee, or whichever subcommittee the city has that decides to create ordinances. I would like to give the same educational opportunity that I gave to the city council in Cambridge so they fully understand the importance of this commission and the possibilities that it presents.

Can you please send us the registration link to speak at the March 14th city council meeting?

Thank you so much for all of your support on this matter and I look forward to your response. in solidarity,

Saskia Vann James (she/they)

(c) (617) 221-6397

CoFounder, [Grow to Consume](#),

Founder, Juneteenth Growers Gift Drive

[Learn more on Cambridge American Freedmen Commission](#)

'If you give a hungry man food, he will eat it. (But) if you give him land, he will grow his own food" - Fannie Lou Hamer

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby

**ORDINANCE NO. 2023-11 – FINAL PUBLICATION
CITY OF CAMBRIDGE
In the Year Two Thousand and Twenty-Three
AN ORDINANCE**

In amendment to the Ordinance entitled “Cambridge Municipal Code”

That the Municipal Code of the City of Cambridge be amended in Chapter 2.131 entitled “American Freedmen Commission” as follows:

Chapter 2.131 – American Freedmen Commission

2.131.010 – Established.

There shall be a Cambridge American Freedmen Commission (“Commission”) consisting of no less than nine and no more than fifteen members, at least 85% of them identifying as American Freedmen.

2.131.020 – Definitions.

1. “Cambridge Resident” shall mean: a person who has established residency in the City of Cambridge.
2. “Transitional Justice” shall mean: adequate, effective, and prompt reparations to redress gross or serious violations of international human rights law, including but not limited to enslavement, genocide, racism, land theft, denial of healthcare, denial of housing, denial of economic opportunity, mass incarceration, and other historical, systemic, and ongoing injustices perpetrated by the Federal, Massachusetts, and/or Cambridge governments against Cambridge Residents.
3. “Chattel Slavery” shall mean: the enslaving and owning of persons as property, including their descendants, from the 14th through 19th centuries.
4. “American Freedmen” shall mean: persons freed from Chattel Slavery within the United States and their descendants.

2.131.030 – Membership

A. The members of the Commission shall be appointed by the City Manager to serve for the following terms:

1. One-third of members shall serve for a one-year term;
2. One-third of members shall serve for a two-year term;
3. One-third of members shall serve for a three-year term.

After the initial terms all members shall be appointed for a term of three years.

B. The members shall elect a Chairperson from among the members of the Commission. The Chairperson shall be elected at the first meeting each year. The members shall try to rotate the election of a Chairperson each year thereafter.

C. The Commission shall convene at the direction of the Chairperson. All meetings of the Commission shall be conducted in accordance with the open meeting laws of the Commonwealth. All records of the Commission shall be public except as provided by State law.

D. The Commission may adopt rules and regulations consistent with this chapter and the laws of the Commonwealth to carry out the policy and provisions of this chapter and the powers and duties of the Commission in connection therewith, which shall be reviewed and approved by the City Manager and/or the City Manager's designee(s) prior to adoption.

E. Members shall be paid a stipend. The City Manager shall determine the amount and timing of any stipend paid members.

2.131.040 – Executive Director

A. There shall be an Executive Director of the Commission whose selection and conditions of employment shall be determined by the City Manager with the advice of the Commission, subject to appropriation. The Executive Director shall be responsible for the administration of the Commission.

B. The Executive Director shall attend Commission meetings. The Executive Director shall not serve as a voting member of the Commission.

2.131.050 – Purpose

A. The Commission shall make recommendations to the City Manager and/or the City Manager's designee(s) concerning implementing Transitional Justice for Cambridge Resident American Freedmen. At the request of the City Manager and/or the City Manager's designee(s), the Commission shall work with the City Manager and/or the City Manager's designee(s) to implement Transitional Justice for Cambridge Resident American Freedmen. The Commission will also investigate and report on any historic, systemic, and/or ongoing harms done to American Freedmen by the Federal, Massachusetts, and/or Cambridge governments, and identify adequate, effective, and prompt reparations.

B. The Commission shall perform such further work as agreed upon by the City Manager and/or the City Manager's designee(s) and the Commission.

In City Council December 4, 2023.

Ordained as amended by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- Diane P. LeBlanc, City Clerk

A true copy;

ATTEST:-

Diane P. LeBlanc, City Clerk



**Cambridge City
MA**

ORDAINED AS
AMENDED
Dec 4, 2023 5:30 PM

**Ordinance
ORD 2023 # 11**

An Ordinance 2023 #11 has been received from City Clerk, relative to Chapter 2.131 - American Freedmen Commission PASSED TO A SECOND READING IN COUNCIL NOVEMBER 20, 2023

Information

Department: City Clerk's Office **Sponsors:**
Category: Ordinance

Links

Reference [POR 2023 #185](#) : That the City Manager is requested to direct the appropriate City staff to establish an American Freedmen Commission.
Originating Order

Reference [CMA 2023 #279](#) : A communication transmitted from Yi-An Huang, City Manager, relative to the American Freedmen Commission Ordinance.
Link from Council 11.20.2023 Per Diane

Attachments

[231120.Chapter 2.131 American Freedmen Commission \(Ordinance #2023-11\) - First Publication](#)
[231204.Chapter 2.131 American Freedmen Commission \(Ordinance](#)

Body

Chapter 2.131 - American Freedmen Commission

2.131.010 - Definitions.

1. "Cambridge Residents" shall mean: persons who have established residency in the City of Cambridge, legal or otherwise, including immigrants, citizens and people who were born and or raised in whole or in part in Cambridge.
2. "Transitional Justice" shall mean: Adequate, effective and prompt reparations to redress gross or serious violations of international human rights law, including but not limited to enslavement, genocide, racism, land theft, denial of healthcare, denial of housing, denial of economic opportunity, mass incarceration and other historical, systemic and ongoing injustices perpetrated by the State against Cambridge Residents.
3. "Chattel Slavery" shall mean: the practice of enslaving and owning people as property, including their descendants, starting in the 14th century, and ending in the 19th century.
4. "American Freedmen" shall mean: persons who were freed from Chattel Slavery in the United States, and their descendants.

2.131.020 - Establishment and Purpose

A. There shall be a Cambridge American Freedmen Commission consisting of no less than five and no more than fifteen members, at least 85% of them identifying as American Freedmen.

B. The Commission shall be considered a department of the City, with all the rights and responsibilities thereof. The Executive Director of the Commission shall be considered the Department Head.

C. Commissioners shall be paid a stipend.

D. The Cambridge American Freedmen Commission shall work with the City Manager and/or their assistants, including the Chief of Equity and Inclusion, and other Departments to implement Transitional Justice for Cambridge Resident American Freedmen. The Commission will investigate and report on the historical, systemic and ongoing harms done to American Freedmen by the State (Federal, Massachusetts and Cambridge governments), and identify adequate, effective and prompt reparations.

E. The City Manager, through the Office of Equity and Inclusion, shall have the power to issue additional regulations to facilitate and further the work of the Commission.

Meeting History

Nov 20, 2023 5:30 PM **City Council** **Regular Meeting**

RESULT: **PASSED TO A SECOND READING [UNANIMOUS]**

Next: 12/4/2023 5:30 PM

YEAS: Burhan Azeem, Dennis J. Carlone, Alanna Mallon, Marc C. McGovern, Patricia Nolan, E. Denise Simmons, Paul F. Toner, Quinton Zondervan, Sumbul Siddiqui

Dec 4, 2023 5:30 PM **City Council** **Regular Meeting**

RESULT: **ORDAINED AS AMENDED [UNANIMOUS]**

YEAS: Burhan Azeem, Dennis J. Carlone, Alanna Mallon, Marc C. McGovern, Patricia Nolan, E. Denise Simmons, Paul F. Toner, Quinton Zondervan, Sumbul Siddiqui

American Freedmen Commission for Cambridge is called historic action by descendants of slaves

By [Marc Levy](#)

Monday, December 4, 2023



Residents gather on Cambridge Common on June 7, 2020, during a wave of Black Lives Matter protests that energized U.S. social justice efforts such as reparations. (Photo: Marc Levy)

The creation of an American Freedmen Commission to explore reparations was ordained unanimously Monday by the Cambridge City Council.

The [new city department](#) of five to 15 people, the majority of whom must be Freedmen – the descendants of people who were enslaved within the United States – now goes to the City Manager’s Office for implementation. Commission members will be paid a stipend to investigate historical human-rights violations and how to address them.

News to your inbox. [Subscribe to the Cambridge Day newsletter.](#)

The vote was historic, said speakers during a public comment that drew remarks from several residents and activists from across the country.

“This will be the first approved commission since Reconstruction to focus on the descendants of American chattel slavery,” said Cheryce Cryer, a Los Angeles lawyer active in California’s ongoing work on reparations. “A yes vote will be historical and set a small but mighty city on an international path as a thought leader on restorative justice and create a guideline for other municipalities.”

Some distinctions are drawn between this and other reparations groups: It is not about racial justice, which is based on civil rights, but in transitional justice, which is based on human rights; and the reparations being discussed – which organizers stress is not about finding a dollar amount – is not about black people broadly.

Another California activist, Margery Melvin, said she considered Cambridge’s commission to be the first to “correctly characterize reparations – meaning you’ve correctly characterized it as being for the descendants of those enslaved in this country and freed by the 13th Amendment in 1865.”

Still, the U.S. reparations movement drew strength from the summer of 2020, when Black Rights Matter protests – resulting from a new wave of killings of people of color – also inspired more diversity among candidates for public office and a less successful movement to “defund” or demilitarize police departments.

Councillors thanked resident Saskia VannJames for leading the work on the commission proposal and educating them on its details. “I’m a descendant of slaves, but from the Caribbean. And there is a distinction between those people and American Freedmen – we are related, but we are not the same,” councillor Quinton Zondervan said. “I really appreciate Saskia’s diligence in educating us and helping us understand those distinctions and how to navigate that complexity, and ultimately to put this before us in what is a historic moment and historic vote.”

Standing up in 2021

When two reparations and restitution proposals came up in City Council meetings in 2021, VannJames stood during public comment to call them misguided. The orders were tabled in favor of getting more input from the community – a task that fell to VannJames, a policy director with the cannabis-focused Massachusetts Recreational Consumer Council and the co-founder of Grow to Consume, an organization that helps black people find urban agricultural space and learn to cultivate organic food.

VannJames’ volunteerism became two years of law study, meetings and attending reparations conferences. She [estimated in September](#) that she spoke with 1,000 people in preparation for presentations to two council committees leading to Monday’s vote.

“The passing of the American Freedmen commission will help our city repair harm stemming from a racial caste system that’s impacting all of us as residents. And I believe here in Cambridge we’re ready to have conversations on human rights,” VannJames said Monday. “We’re looking at ethnic erasure, and we’re looking at a multigenerational form of a genocide, essentially. When you’re identifying people only by race and justifying it to excuse history, we have to make amends towards our history.”

Just the beginning

The officials and activists agreed that however momentous the vote might be, it was only the start of a long and likely difficult road – starting with its foundational language and principles. “Residents are familiar with conversations around race. They’re familiar with conversations around antiracism,” VannJames said. “This is an unfamiliar conversation.”

Councillor E. Denise Simmons said the commission would do important work, and that Cambridge – as a city that strives to be a model for others nationwide – was “taking a bold step.”

“This city was built on the backs of free, enslaved labor, on Freedmen’s ancestors. Here we have the opportunity to do the important work of correcting the wrongs of the past. I am so proud to stand with this council as we ordain this project,” Simmons said. “This is the easy part. The hard work is yet to come. But I know we’re all up for it.”

City of Salem

In the year Twenty-Four

An Ordinance to amend a Traffic Ordinance relative to School Zones

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

Section 1. Amending Chapter 42, Section 29A of Article III – Traffic Signs, Signals, Markings and Zone be amended by inserting the following:

b) School Zones;

All school zones listed herein shall have a speed limit of 20 miles per hour on days that school is in session or when children are otherwise present. The speed limit shall be in effect during the times listed for each street below. The speed limit shall apply to all directions of travel.

1. Bridge Street – Reduced School Speed Limit Zone – For Carlton Innovation School: From a point 40 feet south of Beacon Street to a point 30 feet north of Rice Street. 8:00am-9:00am and between 2:30pm-3:30pm
2. Essex Street – Reduced School Speed Limit Zone – For Collins Middle School: From intersection with Jackson Street and Highland Avenue to a point 90 feet north of Dalton Parkway. 7:30am-8:30am and between 3:00pm-4:00pm
3. Fort Avenue – Reduced School Speed Limit Zone – For Bentley Academy Charter School: From a point 40 feet west of Lee Fort Terrace to a point 90 feet east of Memorial Drive. 7:00am-8:00am and between 2:00pm-3:00pm
4. Frederick Street – Reduced School Speed Limit Zone – For Witchcraft Heights Elementary School: From intersection with Belleview Avenue to school grounds. 8:00am-9:00am and between 2:30pm-3:30pm
5. Gables Circle – Reduced School Speed Limit Zone - For Witchcraft Heights Elementary School: From a point 120 feet west of Puritan Road to a point 120 feet east of Puritan Road. 8:00am-9:00am and between 2:30pm-3:30pm
6. Highland Avenue – Reduced School Speed Limit Zone – For Collins Middle School: From a point 170 feet south of Powder House Lane to intersection with Essex Street and Jackson Street. 7:30am-8:30am and between 3:00pm-4:00pm
7. Jackson Street – Reduced School Speed Limit Zone – For Collins Middle School: From intersection with Highland Avenue and Essex Street to intersection with Calabrese Street. 7:30am-8:30am and between 3:00pm-4:00pm
8. Lafayette Street – Reduced School Speed Limit Zone – For Saltonstall School: From intersection with Fairfield Street and Leavitt Street to intersection with Lafayette Place. 8:00am-9:00am and between 3:00pm-4:00pm

9. Liberty Hill Avenue – Reduced School Speed Limit Zone – For Bates Elementary School: From a point 400 feet north of Nursery Street to a point 400 feet west of Sargent Street. 7:30am-8:30am and between 1:30pm-2:30pm
10. Lynch Street – Reduced School Speed Limit Zone – For Salem Academy Charter School: Lynch Street in its entirety. 8:00am-9:00am and between 3:00pm-4:00pm
11. Memorial Drive – Reduced School Speed Limit Zone – For Bentley Academy Charter School: From the intersection with Larkin Street to a point 100 feet south of Victory Road. 7:00am-8:00am and between 2:00pm-3:00pm
12. Puritan Road – Reduced School Speed Limit Zone – For Witchcraft Heights Elementary School: From intersection with Ord Street to intersection with Pioneer Circle, and from intersection with Gables Circle until intersection with Gallows Circle. 8:00am-9:00am and between 2:30pm-3:30pm
13. Salem Street – Reduced School Speed Limit Zone – For Saltonstall School: From intersection with Chase Street to a point 310 feet north of Lafayette Place. 8:00am-9:00am and between 3:00pm-4:00pm
14. Szetela Lane – Reduced School Speed Limit Zone – For Bentley Academy Charter School: From a point 90 feet north of Lee Fort Terrace to the intersection with Memorial Drive. 7:00am-8:00am and between 2:00pm-3:00pm
15. Willson Street – Reduced School Speed Limit Zone – For Salem High School and Horace Mann Elementary School: From intersection with Highland Avenue to a point 500 feet west of Old Road. 7:30am-8:30am and between 1:30pm-3:00pm

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

In City Council February 22, 2024
Adopted for first passage

ATTEST:

ILENE SIMONS
CITY CLERK