



# CITY OF SALEM

In City Council,

Ordered:

June 8, 2023

That the sum of Twelve Thousand Dollars (\$12,000.00) is hereby appropriated from the "Fund Balance Reserved for Appropriation – Free Cash" account to the account listed below to fund required advertising costs in accordance with the recommendation of His Honor the Mayor.

Description	Fund	Amount
Advertising (City Council)	11112-5306	\$ 12,000.00
		<b>\$ 12,000.00</b>



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

June 8, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

The enclosed Order appropriates \$12,000 from Free Cash to the City Clerk's advertising account for City Council business (11112-5306). Per the Clerk's enclosed letter, advertising costs for required legal advertisements for Council business have increased greater than anticipated and, based on her anticipated costs for May and June, these additional funds are necessary.

I recommend adoption of the enclosed Order and invite you to contact City Clerk Ilene Simons should you have any questions regarding it.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem

*City of Salem, Massachusetts  
Office of the City Clerk*

*Ilene Simons  
City Clerk*



*Room 1  
City Hall*

May 25, 2023

The Honorable Robert K. McCarthy  
Acting Mayor of Salem  
City Hall  
93 Washington Street  
Salem, MA 01970

Dear Mayor McCarthy:

I respectfully request a supplemental appropriation from free cash in the amount of \$12,000.00 to "City Council – Advertisement" (#11112-5306). This appropriation is necessary to fund the advertising account for the remainder of the fiscal year.

This account has been depleted due to the increased advertising costs and volume of Ordinances changes, Zoning, Traffic, and public hearings. I have attached a spreadsheet of expected advertisements for the months of May and June along with estimated costs.

I am available if you would like to discuss in further detail.

Thank you for your consideration.

Very truly yours, (

*Ilene Simons*

ILENE SIMONS  
CITY CLERK



ADVERTISING  
ESTIMATE FOR REMAINING FY23

A	B		C	D	E
1	Date of Ad	Description of Ad	Cost of Ad (or approx)		
2	5/3/2023	Flag Raising	\$1,447.63		
3	5/17/2023	Public Hearing Inflammable	\$215.19		
4	5/17/2023	Traffic - North St.	\$215.19		
5	5/17/2023	Traffic 17B - Bridge St.	\$195.63		
6	5/31/2023	**UNKNOWN			
7	5/31/2023	Traffic ordinance - Riley Plaza	\$3,500.00	4 pages long	
8	6/14/2023	Water Rates - 1st Passage	\$400.00	based on last year's cost	
9	6/14/2023	Sewer Rates - 1st Passage	\$360.00	based on last year's cost	
10	6/14/2023	Solid Waste - 1st Passage	\$320.00	if submitting - based on last year's cost	
11	6/14/2023	Bond Order - GF - 1st Passage	\$850.00	based on last year's cost	
12	6/14/2023	Bond Order - W/S - 1st Passage	\$745.00	based on last year's cost	
13	6/28/2023	Bond Order - GF - 2nd Passage	\$970.00	based on last year's cost	
14	6/28/2023	Bond Order - W/S - 2nd Passage	\$857.00	based on last year's cost	
15		<b>TOTAL</b>	<b>\$10,075.64</b>		
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

\*\* Not including any unknown ads from the last 3 remaining Council meetings: May 25th, June 8th, & June 22nd



# CITY OF SALEM

In City Council,

**Ordered:**

June 8, 2023

That the sum of One Thousand Five Hundred Dollars (\$1,500) is hereby appropriated in the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the sick leave buybacks to be paid out for active employees pursuant to the collective bargaining agreement with the Salem Firefighter's Union in accordance with the recommendation of His Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

June 8, 2023

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

The enclosed Order appropriates \$1,500 from the Retirement Stabilization Fund-Vacation/Sick Leave Buyback account (83113-5146) for sick leave buy-backs for active employees of the Salem Firefighters Union.

I recommend adoption of the enclosed Order and invite you to contact Human Resource Director Lisa Cammarata should you have any questions regarding it.

Sincerely,

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

Dominick Pangallo  
Mayor  
City of Salem



ROBERT K. McCARTHY  
ACTING MAYOR

LISA B. CAMMARATA  
DIRECTOR OF HUMAN RESOURCES

**CITY OF SALEM MASSACHUSETTS**

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

May 2, 2023

Robert K. McCarthy, Acting Mayor  
City of Salem  
93 Washington Street  
Salem, Massachusetts 01970

**RE: Retirement Stabilization**

Dear Acting Mayor:

I am respectfully requesting the amount of \$1,500.00 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.

A breakdown by bargaining unit is as follows:

Salem Firefighter's Union:                      \$1,500.00

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 the year Two Thousand and Twenty-Three***

**An Ordinance Relative to Traffic**

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

**Section 1.** Section 50A of Article V be amended by repealing the following:

Riley Plaza – Handicapped Parking Zones – east parking lot, easterly side from a point approximately eighty-six (86) feet north of the southern most point of the lot and extending in a northerly direction for a distance of approximately twenty-four (24) feet. (2/14/94)

Riley Plaza – Handicapped Parking Zones – east parking lot, easterly side from a point twenty-three (23) feet north of the southern most point of the lot and extending in a northerly direction for a distance of approximately twenty-four (24) feet. (2/14/94)

Riley Plaza – Handicapped Parking Zones – east parking lot, easterly side from the north intersection with Dodge Street and extending in a northerly direction for a distance of approximately twenty-four (24) feet. (2/14/94)

Riley Plaza – Handicapped Parking Zones – west parking lot, row one located at the northern most end of the parking lot, extending from the Margin Street side of the lot for a distance of approximately forty (40) feet. (2/14/94)

Riley Plaza – Handicapped Parking Zones – west parking lot, row twelve located at the southern most end of the parking lot, extending from the Margin Street side of the lot for a distance of approximately fourteen (14) feet in an easterly direction. (2/14/94)

Riley Plaza – Handicapped Parking Zones – east parking lot, easterly side from the northern most point of the lot and extending in a southerly direction for a distance of approximately twenty-four (24) feet. (2/14/94)

And inserting:

Washington Street Lot – Handicapped Parking Zones – Two spaces at the southeast corner of the Washington Street Lot, adjacent to Dodge Street, and two spaces at the northeast corner of the lot, adjacent to New Derby Street.

Riley Plaza Lot – Handicapped Parking Zones – Three spaces at the northwest corner of the lot, adjacent to Margin Street, and one space at the southwest corner of the lot, adjacent to Mill Street and Margin Street.

**Section 2.** Section 56 of Article V be amended by repealing the following:

Riley Plaza – Parking Meter Zones Established – east and west parking lots, all spaces shall be metered. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – east parking lot, easterly side from a point forty-eight (48) feet north of the southern most point extending in a northerly direction for a distance of approximately thirty-eight (38) feet. Four (4) hour parking. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – east parking lot, easterly side from the intersection of Dodge Street extending in a southerly direction approximately sixty-eight (68) feet. Four (4) hour parking. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – east parking lot, easterly side from a point twenty-eight (28) feet north of the intersection of Dodge Street extending in a northerly direction approximately one hundred (100) feet. Four (4) Hour Parking. (2/14/94) (4/23/09) (7/14/11)

Riley Plaza – Parking Meter Zones Established – east parking lot, easterly side from the southern most point extending in a northerly direction approximately twenty-three (23) feet. Four (4) hour parking. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – east parking lot, westerly side for the entire length of the parking lot running parallel to Washington Street. Four (4) hour parking. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – west parking lot, located on the east side of the MBTA Fan building running parallel to Washington Street. Four (4) hour limit. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – west parking lot, located on the east side of the MBTA Fan building running parallel to Washington Street. No time limit. (2/14/94)

Riley Plaza – Parking Meter Zones Established – west parking lot, rows seven, eight, nine, ten and eleven of parking beginning approximately one hundred and ninety (190) feet from the northern-most end of the lot. Four (4) hour limit. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – row twelve of parking. No time limit. (7/14/11)

Riley Plaza – Parking Meter Zones Established – west parking lot, rows three, four, five and six of parking beginning approximately seventy (70) feet from the northern most end of the lot and extending approximately one hundred and twenty (120) feet in a southerly direction. All four rows will be four (4) hour metered parking. (2/14/94) (7/14/11)

Riley Plaza – Parking Meter Zones Established – west parking lot, first and second row of parking approximately forty-five (45) feet from northern most end of lot, the entire rows will be one (1) hour metered parking, excluding handicap spaces. (2/14/94) (1-10-13)

Riley Plaza East – Parking Meter Zones Established – easterly side, in its entirety (not including Handicap Zones) Parking Metered Zone, Four (4) Hour Limit. (7/14/11)

Riley Plaza East – Parking Meter Zones Established – westerly side, in its entirety (not including Handicap Zones) Parking Metered Zone, Four (4) Hour Limit. (7/14/11)

And inserting:

Riley Plaza Lot – Parking Meter Zones Established - first and second row at northern most end of lot, excluding accessible spaces. Four (4) hour limit.

**Section 3.** Section 57C of Article V be amended by repealing the following:

Monthly parking zones are established on the streets or parts of streets designated in this section. No person shall park a vehicle in a monthly zone without the appropriate monthly zone pass between the hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday, and between the hours of 12:00 P.M. and 6:00 P.M. on Sunday.

This restriction shall not apply during the hours of legal holidays during which business establishments are required by law to remain closed.

(7/14/11) ( 7/9/20 )

Riley Plaza – Parking Time Limited: Monthly Zones – west parking lot, rows 3, 4, 5, 6, 7, 8, 9, and 10 (from northern-most end) and spaces east of MBTA fan house (7/14/11)

Riley Plaza – Parking Time Limited: Monthly Zones – east parking lot, western row of parking (closest to Washington Street), southern-most 20 spaces (7/14/11)

And inserting:

Monthly parking zones are established for both on- and off-street parking areas designated in this section. No person shall park a vehicle in a monthly zone without the appropriate monthly zone pass between the hours of 8:00 A.M. to 6:00 P.M. Monday through Sunday.

This restriction shall not apply during the hours of legal holidays during which business establishments are required by law to remain closed.

Riley Plaza Lot - Parking Time Limited: Monthly Zones – Entirety of Riley Plaza parking lot, except any accessible, metered, and carshare spaces.

**Section 4.** Section 17A of Article I be amended by inserting the following:

Section 57C – \$25.00 fine/\$75.00 fine during month of October for violation of Parking Time Limited; Monthly Zone

**Section 5.** This ordinance shall take effect as provided by City Charter.

**City of Salem**

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**Section 5.** This ordinance shall take effect as provided by City Charter.





## City of Salem

In City Council, June 8, 2023

### RESOLUTION: JUNE PRIDE MONTH

WHEREAS, In the month of June, for over 50 years, Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Asexual, A-romantic, and A-gender people across the country have commemorated and memorialized the anniversary of the “Christopher Street Uprisings” – of which the Stonewall Uprising is the most known – a pivotal moment in LGBTQIA+ history; and

WHEREAS, June was first historically and civically designated as Gay Pride Month by President Clinton in June 2000; and

WHEREAS, “Pride Month” is an opportunity to memorialize members of the LGBTQIA+ community who have been lost to us, and who are still dying every day, from the AIDS epidemic and the fallout ripple effects of those terrible days, from hate and violence, from suicide, and the perils of living on the streets when young people are neglected and excommunicated from their families and communities; and

WHEREAS, while society at large increasingly supports LGBTQIA+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice and “Pride month” is a life affirming opportunity to celebrate our diversity and bring awareness and strong allyship to the ongoing struggles of the LGBTQIA+ community – especially at this time of hostile legislation in parts of our nation and increasing legal and bodily threats to the dignity, humanity, and safety of transgender and non-binary people in America and;

WHEREAS, these times, in particular, are seeing increasing attacks – politically and physically – on trans individuals, including, trans children and youth, which demand action, allyship, and advocacy in support of trans lives; and

WHEREAS, Salem has long been a community of diversity, acceptance, and inclusion and acknowledges that Salem’s LGBTQIA+ residents make great contributions to all aspects of life in Salem as business owners, artists, public and private leaders, educators, doctors, lawyers, civil servants, volunteers, and more; and

WHEREAS, Salem wishes to honor the important history of the LGBTQIA+ liberation movement which includes the historic and ongoing fight for equitable treatment in healthcare, fair and equal legal rights, justice, and accurate education of the history and lives of the LGBTQIA+ community; and

WHEREAS, Salem wishes to acknowledge, support, and actively work to advance the rights of the broadly intersectional diversity of our community, here in our City of Peace, to ensure all citizens experience equality and freedom from discrimination; and

WHEREAS, the City of Salem is once again raising the Inclusivity flag on June 1st in downtown Salem, painting crosswalks in Salem with Pride colors, and serving as host for the North Shore Pride Parade as means of showing support of the LGBTQIA+ community and to celebrate our diversity and shared humanity;

NOW, THEREFORE BE IT RESOLVED, by the City Council of Salem, in partnership with His Honor Mayor Dominick Pangallo, hereby proclaim the month of June 2023 as Pride Month in Salem, Massachusetts, and encourages all people to share in the Pride of our LGBTQIA+ neighbors.



# CITY OF SALEM

In City Council, June 8, 2023

**ORDERED:** That the Regular Meetings of the City Council for the months of July and August be combined and held on Thursday, July 13, 2023

**CITY OF SALEM - 2023 PRELIMINARY & BIENNIAL CITY ELECTION**

**MINIMUM REQUIRED CERTIFIED SIGNATURES**

**(WARD - 25) (CITY WIDE - 100)**

Friday	July 28	*5:00 P.M.	Last day and hour for taking out Nomination Papers (C. 53, S. 9A) (48 weekday hours prior to last day to certify). Candidates or designee must file signed statement of intent. Nomination papers to candidates only or to their agents appointed in writing. (C. 53, S. 17)
Tuesday	August 1	5:00 P.M.	Last day and hour for filing all Nomination Papers and petitions with Board of Registrars of Voters for certification of signatures (Ch. 53, S. 7A) Registrars need not certify more names than required plus 20%. (14 days prior to last day to certify)
Tuesday	August 15	**5:00 P.M.	Last day and hour for filing certified nomination papers by the Board of Registrars of Voters with City Clerk (Ch. 53, S.10) (35 days prior to election)
Wednesday	August 16	-----	Post the list of names and addresses of candidates
Thursday	August 17	5:00 P.M.	Last day and hour for filing objections and/or withdrawals to nomination papers (C. 55B, S. 7)
Thursday	August 17	***5:05 P.M.	Drawing for places on ballot, by lot, by City Clerk in the Council Chambers. Public/ Candidate or representative may be present.
Friday	September 8	8:00 A.M. - 5:00 P.M.	LAST DAY TO REGISTER TO VOTE (C. 41, S. 110A)+
Tuesday	September 12	5:00 P.M.	LAST DAY AND HOUR TO RECEIVE VOTE BY MAIL APPLICATIONS
Tuesday	September 12	-----	LAST DAY TO POST WARRANT
Monday	September 18	12:00 P.M.	LAST DAY AND HOUR TO APPLY IN-PERSON FOR AN ABSENTEE BALLOT

**\*\*\*TUESDAY SEPTEMBER 19 PRELIMINARY ELECTION DATE MGL C. 43 S. 44A \*\*\***

Monday	September 25	5:00 P.M.	LAST DAY & HOUR TO FILE FOR A RECOUNT. Last day & hour for filing withdrawals or objections to nominations made at preliminary and for filing written acceptances by write-in or sticker candidates who won in the preliminary with City Clerk (C. 55B, S. 7)
Monday	September 25	***5:05 P.M.	Drawing for places on ballot, by lot, by City Clerk in the Council Chambers. Public /Candidate/Representative may be present.
Friday	October 27	8:00 A.M. - 5:00 P.M.	LAST DAY TO REGISTER TO VOTE (C. 41, S. 110A)+
Tuesday	October 31	5:00 P.M.	LAST DAY AND HOUR TO RECEIVE VOTE BY MAIL APPLICATIONS
Tuesday	October 31	-----	LAST DAY TO POST WARRANT
Monday	November 6	12:00 P.M.	LAST DAY AND HOUR TO APPLY IN-PERSON FOR AN ABSENTEE BALLOT

**\*\*\*TUESDAY NOVEMBER 7 BIENNEL ELECTION DATE \*\*\***

Friday	November 17	5:00 P.M.	LAST DAY & HOUR TO FILE FOR A RECOUNT
--------	-------------	-----------	---------------------------------------

- \* Nomination forms to candidates only or their agents appointed in writing
- \*\* Registrars need not certify more names than required plus 20%
- \*\*\* Meeting held in Council Chambers. City Clerk will draw positions (By Zoom if necessary)
- + Unless accept MGL Chapter 41 Section 110A - For local elections only

ATTEST:

  
ILENE SIMONS, CITY CLERK

**IMPORTANT: All Candidates must comply fully with CAMPAIGN FINANCE LAW (Chapter 55 of General Laws)**

**CIUDAD DE SALEM - 2023 ELECCIONES PRELIMINARES Y BIENALES DE LA CIUDAD**  
**FIRMAS CERTIFICADAS MÍNIMAS REQUERIDAS (WARD - 25) (EN TODA LA CIUDAD - 100)**

Viernes	28 de julio	*5:00 P.M.	Último día y hora para sacar Papeles de Nominación (C. 53, S. 9A) (48 horas entre semana antes del último día para certificar). Candidatos o la persona designada debe presentar una declaración de intenciones firmada. Documentos de nominación únicamente a los candidatos o a sus agentes designados por escrito. (C. 53, S. 17)
Martes	1 de agosto	5:00 P.M.	Último día y hora para presentar todos los documentos de nominación y peticiones ante la Junta de Registradores de Electores para certificación de firmas (Ch. 53, S. 7A). Los registradores no necesitan certificar más nombres de los requeridos más el 20%. (14 días antes del último día para certificar)
Martes	15 de agosto	**5:00 P.M.	Último día y hora para la presentación de documentos de nominación certificados por la Junta de Registradores de Votantes con el Secretario Municipal (Ch. 53, S.10) (35 días antes de la elección)
Miércoles	16 de agosto	-----	Publicar la lista de nombres y direcciones de los candidatos
Jueves	17 de agosto	5:00 P.M.	Último día y hora para presentar objeciones y/o retiros a la postulación documentos de nominación. (C. 55B, S. 7)
Jueves	17 de agosto	***5:05 P.M.	Sorteo de lugares en la boleta, por sorteo, por el Secretario Municipal en las Cámaras del Concejo. El candidato o representante puede estar presente.
Viernes	8 de septiembre	8:00 A.M - 5:00 P.M.	ÚLTIMO DÍA PARA REGISTRAR VOTANTES (C. 41 S.110A)+
Martes	12 de septiembre	5:00 P.M.	ÚLTIMO DÍA Y HORA PARA RECIBIR SOLICITUDES DE VOTO POR CORREO
Martes	12 de septiembre	-----	ULTIMO DIA PARA POSTEAR CERTIFICACION
Lunes	18 de septiembre	12:00 P.M.	ÚLTIMO DÍA Y HORA PARA SOLICITAR EN PERSONA UNA PAPELETA DE VOTO AUSENTE

**\*\*\*\*MARTES 19 DE SEPTIEMBRE FECHADE DE ELECCIÓN - P R E L I M I N A R \*\*\*\***

Lunes	25 de septiembre	5:00 P.M.	ÚLTIMO DÍA Y HORA PARA SOLICITAR UN RECUENTO. Último día y hora para presentar retiros u objeciones a las nominaciones realizadas preliminar y para la presentación de aceptaciones escritas por escrito o candidatos de etiqueta que ganaron en la preliminar con secretario Municipal (C. 55B, S. 7)
Lunes	25 de septiembre	***5:05 P.M.	Sorteo de lugares en la boleta, por sorteo, por el Secretario Municipal en las Cámaras del Concejo. El candidato o representante puede estar presente.
Viernes	27 de octubre	8:00 A.M. - 5:00 P.M.	ÚLTIMO DÍA PARA REGISTRAR VOTANTES (C. 41 S.110A)+
Martes	31 de octubre	5:00 P.M.	ÚLTIMO TIMO DÍA Y HORA PARA RECIBIR SOLICITUDES DE VOTO POR CORREO
Martes	31 de octubre	-----	ULTIMO DIA PARA POSTEAR CERTIFICACION
Lunes	6 de noviembre	12:00 P.M.	ÚLTIMO DÍA Y HORA PARA SOLICITAR EN PERSONA UNA PAPELETA DE VOTO AUSENTE

**\*\*\*\*MARTES 7 DE NOVIEMBRE FECHA DE ELECCIÓN - BIENAL \*\*\*\***

Viernes	17 de noviembre	5:00 P.M.	ÚLTIMO DÍA Y HORA PARA SOLICITAR UN RECUENTO
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- \* Formularios de nominación solo para candidatos o sus agentes designados por escrito
- \*\* Los registradores no necesitan certificar más nombres de los requeridos más el 20 %
- \*\*\* Reunión celebrada en el Salón del Consejo. El secretario de la ciudad sorteará posiciones Por Zoom si es necesario
- + A meno que acepte MGL Capitulo 41 Seccion 110ª - Solo Para Elecciones locales

ATESTIGUA:

  
**ILENE SIMONS, SECRETARIA MUNICIPAL**

**IMPORTANTE: Todos los Candidatos Deben Cumplir Totalmente con la LEY de FINANCIAMIENTO DE CAMPANAS (Ch. 55 de las Leyes Generales)**

# PRESERVATION RESTRICTION AGREEMENT

between

**THE SALEM HOUSING AUTHORITY**

and the

**CITY OF SALEM, MASSACHUSETTS**

**BY AND THROUGH THE SALEM HISTORICAL COMMISSION**

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2023 by and between THE SALEM HOUSING AUTHORITY, located at 27 Charter Street, Salem, Massachusetts ("Grantor") and the CITY OF SALEM ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the SALEM HISTORICAL COMMISSION, located at 98 Washington Street, Salem, Massachusetts, 01970 ("Commission"),

WHEREAS, the Grantor is the owner of certain real property (hereinafter referred to as "**the Property**") with improvements thereon known as The Phillips House (hereinafter referred to as "**the Building**"), located at 86 Essex Street (aka 50 Washington Square South), Salem, Massachusetts, the Property being more particularly described in a deed dated April 29, 1982 from the City of Salem, MA to the Salem Housing Authority recorded in the Essex South Registry of Deeds in Book 6932, Page 106, and in Exhibit A attached hereto and incorporated herein by this reference. The Property is further described on a plan titled "Plan of Land in Salem, Massachusetts Owned by City of Salem", Scale 1" = 20', dated January 21, 1982, prepared by Hayward-Boynton & Williams, Inc., Surveyors - Civil Engineers, and recorded in the Essex South Registry of Deeds in Plan Book 171, Plan 63, a copy of which is attached hereto and incorporated herein as Exhibit B.

WHEREAS, the Building is described as follows, and also depicted in a set of six (6) photographic images taken in December 2022, with copies of said images attached hereto and incorporated herein by reference as Exhibit D:

The Phillips School, located at 50 Washington Square South, was constructed in 1883 on the site of the old Phillips School House. Based on City records, the Richardsonian Romanesque brick building is believed to have been designed by the architectural firm of Wait and Cutting. Robert Wait (1846-1898) of Reading, Massachusetts and Amos Cutting (d.1896) were partners in the late 19<sup>th</sup> century and designed a number of State Armories and County Courthouse in eastern Massachusetts. By the early 19<sup>th</sup> century, the Building housed the East Branch Public Library as well as the Phillips School. In 1924, a rear addition (no longer extant) designed by the architectural firm McLaughlin and Burr was added to the building's south elevation.

The Salem Housing Authority purchased the Property in 1982 and converted the school building into twelve residential units. At that time, the rear addition was removed and two, wood-frame two-and-one-half story Townhouse Buildings (not subject to this restriction) were constructed on the rear of the lot facing Essex Street.

The three-story brick and brownstone Phillips School (Building) is sited on less than an acre near the southeast corner of the Salem Common. The Building rises from a granite foundation. Walls are red brick laid in a stretcher bond on the first story with alternating headers every nine courses on the second and third stories. Brownstone trim includes three beltcourses: a beltcourse above first story windows that incorporate window lintels; a narrower beltcourse below second story windows that incorporates window sills; and a third beltcourse below a slightly projecting corbeled cornice at the roofline. The Building also features brownstone lintels over second story windows. The Building is capped by a ridge hipped roof. Site features include a cast iron capped picket fence with decorative posts located along the sidewalk to

the north of the Building. Other fencing on the property is of modern construction. A large parking area is located to the rear of the Building where the wood-frame Townhouse Buildings (not subject to this restriction) are located. The Townhouse Buildings are rectangular in plan and are oriented south towards Essex Street with identical center enclosed entrances, steep gable roofs and clapboard siding. The Townhouse Buildings also have mirror image elements of partially enclosed exterior stairs capped by a gable dormer to second floor units on outside walls and two story oriel windows below gable dormers on interior elevations.

#### North elevation

The façade of the Phillips School is oriented north facing the Common. The symmetrical façade is dominated by a central square tower that projects slightly from the wall plane, which is further emphasized by recessed sections to each side. The base of the tower features a monumental arched opening capped by brownstone that rises a story and a half. The Building's main entrance door, now altered with modern glass doors with infill panel above, is located in the arched opening. Above, the tower has chamfered corners and features a story and a half, multi-paned window. Above the roofline, each face of the flat-roofed tower is pierced by three arched openings. On the north façade of the tower, these openings sit above a band of corbeling with a pair of louvered openings below with brownstone lintels and brick panels.

To each side of the tower is a series of three bays with the central bay featuring paired windows on each story. This central bay is highlighted with a 2-story arched recess that begins at the second story and ends in gable-roofed pinnacles that break the plane of the roofline. The gables are finished with louvered panels set into semicircular openings with patterned brickwork in the gable peak. Between the second and third stories are decorative brick panels. Flanking bays feature narrow windows on all stories. Other features on this elevation included copper downspouts located within the recess formed by the central tower.

Window sash on the north elevation and throughout the Building have been replaced with bronze aluminum windows. On the first story, windows appear to be double hung 6/6 sash but are actually hinged replacement units. Windows on the second and third stories contain 6/6 double hung sash with clear transoms.

#### East elevation

The east elevation is four bays deep with four symmetrically spaced openings on the first story. The third opening moving north to south is recessed with a brownstone header above the beltcourse at this location. The second and third stories of this elevation feature single windows located above the first two bays moving north to south while paired windows flanked by narrow single windows are centered above the third and fourth bays. Window sash on this elevation match the 6/6 sash with clear transoms found on the façade. Two copper downspouts are located on this elevation: one between the first and second bays and one near the southeast corner of the Building.

#### West elevation

The west elevation features five bays on the first story. The second and third stories feature four bays that replicate the fenestration pattern of the east elevation.

#### South elevation

The south elevation of the Building replicates the fenestration pattern and much of the detailing of the Building's north elevation except that the central bay is recessed without a tower. This bay features the main entrance to the Building with modern glass doors and a fabric entrance canopy. The second and third stories of the central bay feature two windows each. The flanking bays replicate the pattern of the north elevation with paired windows set within a recessed arched opening that begins on the second story and continues to gable-roofed pinnacles that break the roofline. Windows on the second and third stories, except for windows above the entrance canopy, also feature fabric awnings. Brownstone trim on this elevation has been painted.

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 are included in the Washington Square Historic District established by the City of Salem on September 26, 1977, 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 have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building; 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. Plan of Land
- Exhibit C. Assessors' Parcel Map Detail of Parcel 35-0417
- Exhibit D. Six (6) Baseline Photographs Dated December, 2022

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 One Hundred Seventy-One Thousand Six Hundred Eighty-One Dollars and Twenty-Nine Cents (\$171,681.29) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration, waterproofing, and brick repointing of the Building; and

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

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

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

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

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

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Building 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 and Property 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 E 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 E), 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: Salem Housing Authority  
27 Charter 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).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.  
By:

**GRANTOR:**  
Salem Housing Authority

\_\_\_\_\_  
Cathy Hoog, Executive Director

COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Cathy Hoog, 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE BY THE SALEM HISTORICAL COMMISSION**

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

COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned notary public, personally appeared 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 \_\_\_\_\_, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

By its Clerk

\_\_\_\_\_  
Ilene Simons  
City Clerk

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

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

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification, which my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Salem.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared, Dominick Pangallo, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Salem.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

**COMMONWEALTH OF MASSACHUSETTS**

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

MASSACHUSETTS HISTORICAL COMMISSION

\_\_\_\_\_  
Brona Simon  
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# EXHIBIT A

## Legal Property Description

The land with the buildings thereon, situated at 50 Washington Square South (with a street address of 86 Essex Street), Salem, Essex County, Massachusetts, and being described as follows:

BEGINNING at a cut on a granite curb at the SOUTHEASTERLY Corner of the parcel on Essex Street, thence turning and running;

SOUTH 79° 21' 30" W, one hundred thirty-one and 22/100 (131.22) feet by Essex Street, thence turning and running

SOUTH 89° 20' 27" W, forty-two and 04/100 (42.04) feet by Essex Street, thence turning and running

SOUTH 89° 06' 40" W, forty and 02/100 (40.02) feet to the land of George A. Ahmed, thence turning and running

NORTH 01° 37' 10" E, one hundred eleven and 04/100 (111.04) feet to the land of Thomas A. and Dorothy J. O'Donnell, thence turning and running

NORTH 85° 16' 08" E, four and 12/100 (4.12) feet to the land of Thomas A. and Dorothy J. O'Donnell, thence turning and running

NORTH 04° 41' 00" W, fifty-five and 54/100 (55.54) feet by the land of Thomas A. and Dorothy J. O'Donnell, thence turning and running

NORTH 85° 54' 30" E, one hundred eighty and 20/100 (180.20) feet by said Washington Square (South) to the land of Emile Du Brule and Vichai Chaicharden, thence turning and running

SOUTH 10° 04' 12" E, sixty-four and 50/100 (64.50) feet by said land of Emile Du Brule and Vichai Chaicharden, thence turning and running

NORTH 79° 55' 48" E, one and 16/100 (1.16) feet by said land of Emile Du Brule and Vichai Chaicharden, thence turning and running

SOUTH 10° 04' 12" E, ninety-two and 33/100 (92.33) feet by said land of Emile Du Brule and Vichai Chaicharden and land of Richard D. and June E. Anderson to Essex Street and the point begun at.

Containing 32.305 square feet, all as shown on "Plan of Land in Salem, Massachusetts owned by the City of Salem, Scale 1"-20', dated January 21, 1982, Hayward-Boynton & Williams, Inc., Surveyors, Civil Engineers, 47 West Elm Street, Brockton, Mass."

This Deed is made pursuant to the authority granted in a certain vote of the City Council dated August 20, 1981, a certified copy of which is attached and is made a part of this Deed.

This Deed is also made pursuant to the notification provided for in Massachusetts General Laws, Chapter 40, Section 15, a copy of which is attached hereto.

This Deed is further subject to all the conditions, covenants, restrictions and reservations set forth in said City Council Order dated August 20, 1981, all of which are made a part of this Deed and a condition of this conveyance.

And in particular, this conveyance is made on the condition that if said property is no longer needed for housing under the Chapter 689 Handicapped Program, that said property shall revert to the City of Salem in its then condition.

The provisions of Massachusetts General Laws Chapter 44, Section 63A have been complied with in full.

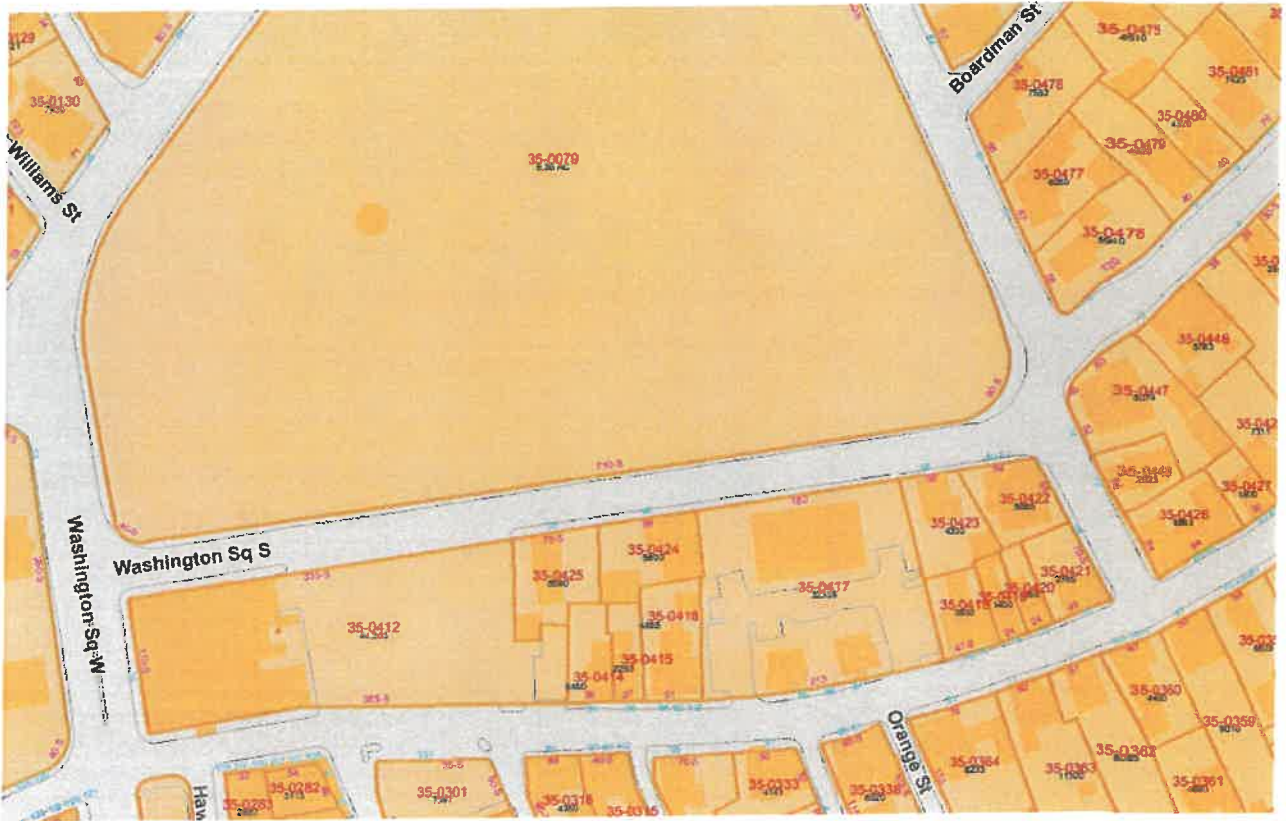
Source: Southern Essex District Registry of Deeds Book 6932 Page 106.



# EXHIBIT C

Salem Assessors' Map

Parcel 35-0417



# EXHIBIT D

## Baseline Photographs



Photo 1- Front façade, South Washington Square (North elevation)  
December, 2022



Photo 2- Right side (West elevation)  
December, 2022



Photo 3- Rear (South elevation)  
December, 2022





Photo 4- Left side (East elevation)  
December, 2022



Photos 5 & 6- Townhouse Buildings from Essex Street (not subject to this restriction)  
December, 2022



# EXHIBIT E

## RESTRICTION GUIDELINES

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

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

### PAINT

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

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

### WINDOWS AND DOORS

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

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

### EXTERIOR

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

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

### LANDSCAPE/OUTBUILDINGS

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

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

### HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

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

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

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

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

## Ilene Simons

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**From:** Jane Guy  
**Sent:** Thursday, June 1, 2023 3:05 PM  
**To:** Ilene Simons  
**Cc:** Patricia Kelleher  
**Subject:** SHA Phillips House Preservation Restriction  
**Attachments:** 50 Washington Sq PR draft 121322.pdf; 50 Washington Sq PR draft 121322 council major signature page.pdf

Hi Ilene,

Attached is the Preservation Restriction for the Salem Housing Authority's Phillips House which is being granted as a condition of CPA funding. The document has been reviewed by Massachusetts Historical Commission, signed by the Cathy Hoog, and voted for acceptance by the Salem Historical Commission (the Chair is in the process of signing it).

It now needs acceptance by the City Council and Mayor. Will you please put this before the Council at your earliest opportunity? I have separated out the signature page for you to date and sign. I will pick it up when it is ready.

Thank you!  
-Jane

Jane A. Guy  
Assistant Community Development Director  
City of Salem  
Department of Planning & Community Development  
**98 Washington St., 2nd Floor**  
Salem, MA 01970  
978-619-5685  
**We no longer have a fax number.**  
[jguy@salem.com](mailto:jguy@salem.com)  
[www.salem.com](http://www.salem.com)



## CITY OF SALEM

In City Council, June 8, 2023

ORDERED: That One Million Eighty-One Thousand Dollars (\$1,081,000.00) is hereby appropriated to the CPA Funds for FY 2024 to the accounts listed below in accordance with the recommendation of the Community Preservation Committee (CPC).

Fund	Description	Org/Obj	Amount
2001	CPA - General Admin - Expenses	2001324-5713	49,050.00
2001	CPA - General Admin - Stipends	2001324-5150	5,000.00
2001	Bertram Field Bond	20012-5912	100,000.00
2001	CPA - General Admin - Reserves	2001324-5000	602,650.00
2002	CPA - Open Space - Reserves	2002324-5000	108,100.00
2003	CPA - Historical Preservation - Reserves	2003324-5000	108,100.00
2004	CPA - Community Housing - Reserves	2004324-5000	108,100.00
			<b>1,081,000.00</b>



# CITY OF SALEM

In City Council, June 8, 2023

ORDERED; That One Million Forty-Seven Thousand Two Hundred and Fifty Dollars (\$1,047,250.00) is hereby appropriated within the CPA Funds for the FY 2024 projects listed below in accordance with the recommendation of the Community Preservation Committee (CPC).

FY2024 CPA Funding Requests						
FY	Fund	Fund Name	Description	Funding	Amount	Total
2024	2001	CPA General Funds	Roof Replacement 5 Barton Sq	FY24 Budgeted Reserve	141,900.00	
2024	2004	Community Housing	Roof Replacement 5 Barton Sq	FY24 Housing Reserve	108,100.00	250,000.00
2024	2001	CPA General Funds	Residences at El Centro	FY24 Budgeted Reserve	100,000.00	100,000.00
2024	2001	CPA General Funds	Old Town Hall Restoration	FY24 Budgeted Reserve	41,900.00	
2024	2003	Historical Resources	Old Town Hall Restoration	FY 24 Historic Reserve	108,100.00	150,000.00
2024	2001	CPA General Funds	Emmerton House Repointing	FY24 Budgeted Reserve	100,000.00	100,000.00
2024	2001	CPA General Funds	Gables Tea House & Barn Roof Replacement	FY24 Budgeted Reserve	44,000.00	44,000.00
2024	2001	CPA General Funds	Pickering House & Barn Exterior Restoration	FY24 Budgeted Reserve	60,250.00	60,250.00
2024	2001	CPA General Funds	Hamilton Hall Exterior Restoration	FY24 Budgeted Reserve	93,000.00	93,000.00
2024	2002	Open Space/Rec	Palmer Cove Renovation Phase II	FY2024 O/S Reserve	108,100.00	
2024	2001	CPA General Funds	Palmer Cove Renovation Phase II	FY24 Budgeted Reserve	20,860.81	
2024	2001	CPA General Funds	Palmer Cove Renovation Phase II	FY24 Fund Balance	121,039.19	250,000.00
					<b>1,047,250.00</b>	<b>1,047,250.00</b>
					<b>Total Housing--&gt;</b>	<b>108,100.00</b>
					<b>Total Historic--&gt;</b>	<b>108,100.00</b>
					<b>Total Open Space/Rec--&gt;</b>	<b>108,100.00</b>
					<b>Total FY24 Budget Reserve--&gt;</b>	<b>601,910.81</b>
					<b>Total FY24 Fund Balance--&gt;</b>	<b>121,039.19</b>
					<b>Grand Total--&gt;</b>	<b>1,047,250.00</b>



**CITY OF SALEM, MASSACHUSETTS**  
**Dominick Pangallo, Mayor**  
Community Preservation Committee

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

**TO:** Honorable City Council

**FROM:** Patti Kelleher, Preservation Planner  
on behalf of the Community Preservation Committee

**DATE:** June 8, 2023

**RE:** **CPC Recommendation for CPA Funding**

---

The Community Preservation Committee (CPC) is pleased to submit its recommendations for the City of Salem's tenth round of Community Preservation Act (CPA) funding.

While the CPC is responsible for studying community preservation needs and reviewing applications submitted for CPA funding, it is ultimately the City Council that must approve projects receiving CPA expenditures. In compliance with MGL c.44B, the City Council is requested to take one of the following actions on each funding recommendation:

- Approve recommendation of the CPC
- Reject recommendation of the CPC
- Reduce amount recommended by the CPC
- Reserve amount recommended by the CPC to applicable reserve account, rather than approving the project

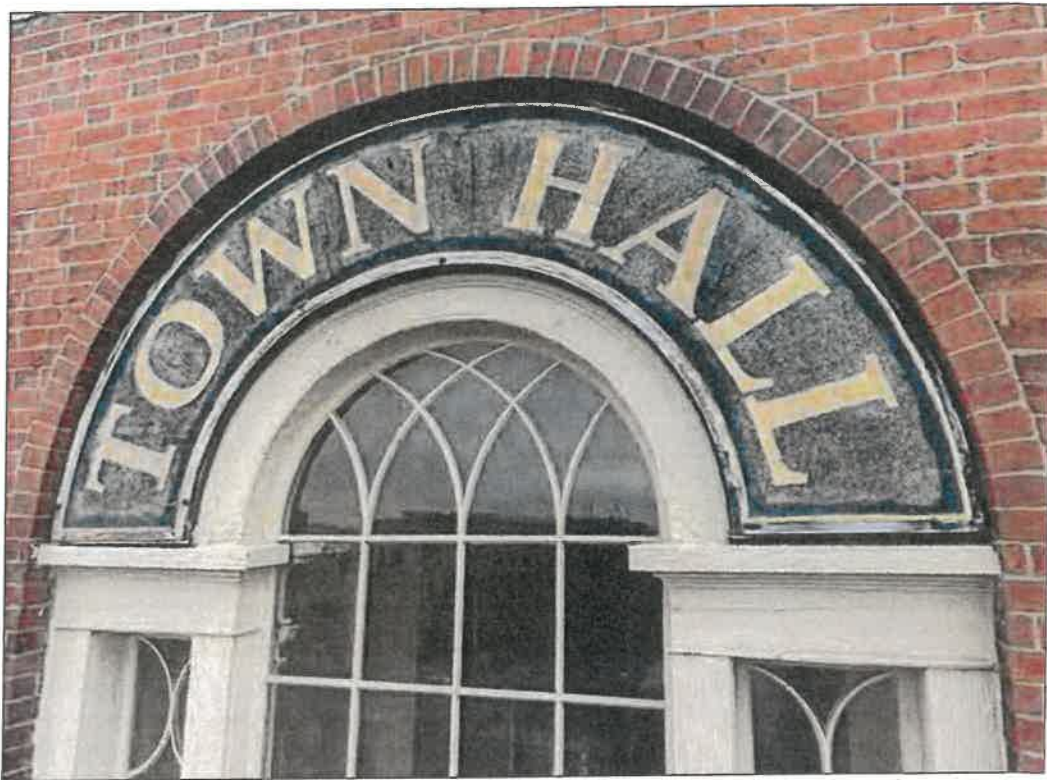
With your approval, funding for these projects will be available on July 1, 2023. Please feel free to contact me with any questions concerning this submission.

Thank you for your consideration.





# City of Salem Community Preservation Committee



Round 10

## Report on Funding Recommendations for the Salem City Council

*June 8, 2023*

Community Preservation Act  
FY23 Funding Round  
(FY24 Funds)

**Chart 1  
COMMUNITY PRESERVATION FUND ALLOWABLE SPENDING PURPOSES (G.L. c. 44B, § 5)**

DEFINITIONS (G.L. c. 44B, § 5)	OPEN SPACE	HISTORIC RESOURCES	RECREATIONAL LAND	COMMUNITY HOUSING
<b>ACQUISITION</b> Open property subject to all possible claims (both real and personal) for or otherwise. Only includes encumbered interests as provided by G.L. c. 184.	Used to provide existing and future wetlands, wetlands and wetlands, water shed land, agricultural land, agricultural fields, forest land, fresh and salt water wetlands and other wetlands, areas, rivers, streams, lakes and ponds, fringing beaches, dunes and other coastal lands, lands in public areas, state lands or wildlife or nature preserve and land for recreational use.	Building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant to the history, architecture, archaeological or culture of the city or town.	Land for active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. Does not include law or dog racing or the use of land for a stadium, arena, sports or similar structure.	Funding for low and moderate income individuals and families, including low or moderate income seniors.  Moderate income is less than 100% and low income is less than 50% of (1% 10%) Area Wide Median Income.
<b>CREATION</b> To create and acquire or receive in-kind donations of City of Boston, 452 Miles, 173 (2008).	Yes	Yes	Yes	Yes
<b>PRESERVATION</b> In strict preservation or real property preservation, historic or decorative.	Yes	Yes	Yes	Yes
<b>SUPPORT</b> To make grants, loans, rental assistance, security deposits, interest rate wage loans or other forms of assistance directed to individuals and families who are eligible for community housing, or to other that make, maintain or improve such housing. For the purpose of this act, "rental assistance" means:	Yes	Yes	Yes	Yes
<b>REHABILITATION AND RESTORATION</b> Make capital repairs, projects or other voluntary repairs to make a property functional and habitable, with funding project oriented to comply with the local state or local building or access codes or federal standards for rehabilitation of historic properties.	Yes if acquired or created with CTF funds.	Yes	Yes	Yes if acquired or created with CTF funds.

Source: Department of Revenue (DOR) 10-5-2012 conference, "Recent Developments in Municipal Law," Workshop B - Local Finances

## Overview

The Community Preservation Committee (CPC) submits the following project award recommendations for Community Preservation Act (CPA) funds:

- **Housing Resources**
  - **SHA Roof Replacement 5 Barton Square/140 Washington Street** **\$250,000.00**
  - **Residences at El Centro** **\$100,000.00**
  
- **Historic Resources**
  - **Old Town Hall Restoration** **\$150,000.00**
  - **Emmerton House Repointing** **\$100,000.00**
  - **Hamilton Hall Exterior Restoration** **\$93,000.00**
  - **Pickering House & Barn Exterior Restoration** **\$60,250.00**
  - **Gables Tea House & Barn Roof Replacement** **\$44,000.00**
  
- **Open Space/Recreational Land**
  - **Palmer Cove Park** **\$250,000.00**

Included in this report is a spreadsheet breaking down the recommended source of CPA funds for each project, as well as a detailed overview of the ten projects recommended.

The total funds available for projects is \$1,047,989.19. This includes the FY24 estimated funds (surcharge revenues and State match), as well as \$121,039.19 in carried over, undesignated FY22 funds. The total funds available represented approximately half (52%) of the total amount of funding requests (\$1,980,388.00).

The CPC is recommending funding for projects totaling all \$1,047,250.00. If awarded, the minimum of 10% minimum spending in the categories of Housing Resources, Historic Resources and Open Space/Recreation will be satisfied.

This will leave a balance available of \$739.19. However, please note that the available funding will increase in November, 2023 when late payments, unspent FY23 admin, FY23 surcharge revenues received over the \$790,000 estimate, the increase in the State match from FY23 (\$24,548), interest and any other extra funds that are reported to the Department of Revenue are placed into the Fund Balance.

Approval of all projects is conditional that signage be installed as provided in the Community Preservation Committee's sign policy.

**RECOMMENDED CPA PROJECTS & FUNDING  
BY CPA RESERVE ACCOUNT**

			Fund Balance	FY24 HOUSING	FY24 HISTORIC	FY24 OS/ REC	FY24 BUDGETED RESERVE
<b>Applicant</b>	<b>Title</b>	<b>AWARD RECOMM.</b>	<b>\$121,039.19</b>	<b>\$108,100.00</b>	<b>\$108,100.00</b>	<b>\$108,100.00</b>	<b>\$602,650.00</b>
<b>Community Housing</b>							
Salem Housing Authority	Roof Replacement 5 Barton Sq	\$250,000.00		\$108,100.00			\$141,900.00
North Shore CDC	Residences at El Centro	\$100,000.00					\$100,000.00
<b>Historic Resources</b>							
City of Salem	Old Town Hall Restoration	\$150,000.00			\$108,100.00		\$41,900.00
Woman's Friend Society	Emmerton House Repointing	\$100,000.00					\$100,000.00
Seven Gables	Gables Tea House & Barn Roof Replacement	\$44,000.00					\$44,000.00
Pickering House	Pickering House & Barn Exterior Restoration	\$60,250.00					\$60,250.00
Hamilton Hall	Hamilton Hall Exterior Restoration	\$93,000.00					\$93,000.00
<b>Open Space &amp; Recreation</b>							
City of Salem	Palmer Cove Renovation Phase II	\$250,000.00	\$121,039.19			\$108,100.00	\$20,860.81
		<b>\$1,047,250.00</b>	<b>\$121,039.19</b>	<b>\$108,100.00</b>	<b>\$108,100.00</b>	<b>\$108,100.00</b>	<b>\$601,910.81</b>

<b>APPLICANT:</b>	Salem Housing Authority
<b>PROJECT TITLE:</b>	Roof Replacement
<b>PROJECT LOCATION:</b>	5 Barton Square/140 Washington Street
<b>CPA CATEGORY:</b>	Housing Resources: Preservation
<b>CPC PRIORITY RANKING:</b>	High
<b>CPC RECOMMENDED CPA FUNDING:</b>	\$250,000.00
<b>CPC RECOMMENDED SOURCE:</b>	\$141,900 – Fund Balance
	\$108,100 – FY24 Housing Reserve

**PROJECT DESCRIPTION:**

The Salem Housing Authority (SHA) requested \$352,138 in CPA funds to fund roof replacement on the Powers Block at 5 Barton Square/140 Washington Street. The SHA owns and operates the top 2 floors of this building, which houses 16 units of low-income elderly and disabled persons public housing. The Powers Block is a highly visible and historically designated building on Salem's main thoroughfare, Washington Street.



The Powers Block roof is significantly leaking into the units below. The roofing system was evaluated by The Garland Company, Inc., and it was determined to be in poor condition, failing to the point that it is causing significant harm and destruction to the building and is at the end of its serviceable life. The inspection found failing flashing, exposed metal edges, open system conditions at many areas, failed and open pitch pockets, and failed caulking. The recommendation is a complete new roofing system including the addition of insulation, and work on the roof drains, and perimeter blocking to accommodate the new insulation height changes.

Architect, Andrew M. Brockway and Associates, was hired by the SHA in order to provide design services for the scope of the roof replacement project. The scope of work and goal of the project consists of removal of the existing built-up roofing system, insulation, flashing, and cover boards, along with some asbestos abatement, and then installation of a new modified bitumen roofing system including cover board, rigid insulation, metal roof edging, flashings, and wood blocking.

The City of Salem's Salem Redevelopment Authority and the Design Review Board both reviewed and approved the project on September 28, 2022.

The project is necessary to preserve the building. This project will prevent further deterioration of the historic building and the loss of public housing affordable units. The preservation of this building will keep the low-income elderly and disabled residents safe. The roof replacement work is of an urgent nature and is necessary to maintain the integrity of the building.

The Salem Housing Authority is responsible for 100% of the cost of the roof work. With extremely limited federal funding, (approximately \$75,000 annually for five properties across the City) it is impossible for SHA to afford the full scope of this work. SHA is seeking CPA funding to supplement the limited capital source that is available for this work.

## Budget Summary

**Indicate the total project costs, including CPA funding request, from all proposed sources.  
Application package must include a complete itemized budget of all project costs.  
Note: CPA funds cannot be used for maintenance.**

	STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
<b>SOURCE 1: SALEM CPA</b> <i>(total must match amount requested on cover sheet)</i>	\$ 0	\$ 18,138.00	\$ 0	\$349,000.00	\$ 367,138.00
<b>SOURCE 2:</b>	\$	\$	\$	\$	\$
<b>SOURCE 3:</b>	\$	\$	\$	\$	\$
<b>SOURCE 4:</b>	\$	\$	\$	\$	\$
<b>SOURCE 5:</b>	\$	\$	\$	\$	\$
<b>SOURCE 6:</b>	\$	\$	\$	\$	\$
<b>TOTAL PROJECT COST</b>	\$ 0	\$ 18,138.00	\$ 0	\$349,000.00	\$367,138.00

### Project Timeline

- Design process
  - Site Investigation and Feasibility Analysis- Fall '20- Spring '21
  - Conceptual Site Plan, Massing & Elevations- Fall '21- March '22
  - Preparation of Construction Documents- April '22-September '22
- Community Process
  - Fall '20- ongoing- Met directly with close to 50 residents, abutters, community members and City officials in individual and small group meetings.
  - Launched website [www.leefortterrace.com](http://www.leefortterrace.com)
  - Virtual Community Meetings- March '21, December '21, February '22
- City Permitting and Entitlement Process
  - 40B Comp Permit April 2022- August 2022
  - ConCom May 2022- August 2022
  - MEPA- April 2022- November 2022
  - Chapter 91- August 2022- February 2022
- Funding Timeline
  - DHCD State Public Housing PEHO Feasibility Grant- awarded summer 2020 for initial site investigation work
  - DHCD Public Housing Innovation Application - Awards expected June 2022
  - DHCD Private Rental Housing Award Competition- Awards expected Fall 2022 or Winter 2023
- Construction Schedule
  - Construction Start- April '23.
  - Construction Completion & Rent-up- Summer '24

### CPC RECOMMENDATION:

The Community Preservation Committee voted 5 in favor and 1 opposed, Hamilton voted in opposition and Boris abstained, to recommend funding this application at \$250,000. The CPC voted to recommend \$141,900 from the Fund Balance and \$108,100 from the FY24 Housing Reserve. Funding is conditional upon the requirement that an Affordable Housing Restriction that has been approved by the MA Department of Housing and Community Development be executed and filed at the Registry of Deeds. Such restriction shall be for a period of 99 years.

<b>APPLICANT:</b>	North Shore Community Development Coalition
<b>PROJECT TITLE:</b>	Residences at El Centro
<b>PROJECT LOCATION:</b>	73 Lafayette Street and 9 Peabody Street
<b>CPA CATEGORY:</b>	Housing Resources: Creation
<b>CPC PRIORITY RANKING:</b>	High
<b>CPC RECOMMENDED CPA FUNDING:</b>	\$100,000.00
<b>CPC RECOMMENDED SOURCE:</b>	\$100,000 – FY24 Budgeted Reserve

**PROJECT DESCRIPTION:**

The North Shore Community Development Coalition (NSCDC) requested \$350,000 in CPA funds for the construction of residential housing in a mixed use health, residential, office and commercial project in two new buildings at the juncture between Downtown Salem and The Point neighborhood. The project will include a total of 48 units of affordable rental housing for those age 62 and older.



The Residences at El Centro will occur on both sites of the project

– 73 Lafayette Street and 9 Peabody Street. At 73 Lafayette Street, 19 units of age restricted affordable housing will be located on four floors above the property management offices and at 9 Peabody Street, 29 units of age-restricted affordable housing will be built in a 30,000 SF, 5 story building, with first level covered parking and a ground-floor community space fronting the South River.

The project is being constructed in two phases because of the different funding sources available for the two uses. The residential portion (Phase Two) will be financed primarily by Low Income Housing Tax Credit (LIHTC), HUD Section 202 funding for Senior Housing, and other Local, State and Federal funding, and the nonresidential portion (Phase One) by New Market Tax Credits (NMTC), both which have different funding cycles. The 73 Lafayette building is designed so that the NMTC portion can be built independently and prior to the LIHTC portion *if needed*. If that occurs, in Phase Two both 9 Peabody and the residential portion of 73 Lafayette St will be built.

The need for affordable housing for seniors, in particular, in Salem is expected to grow as the population increases significantly in the next few years. According to Salem for All Ages – Five Year Report 2021, one out of every five Salem residents are over the age of 60 today and that figure is projected to climb to one in four by 2030, increasing from around 8,000 individuals today to as many as 12,000 people in just a few years' time.

The Residences at El Centro will bring in services from and transport residents to the Salem Senior Center and the CDC will also provide connections to supportive services. In addition, the project's location directly adjacent to the Salem Family Health Center, its pharmacy and urgent care will provide seniors with much needed and easily accessible services. The project also provides ample outdoor space for seniors to socialize and exercise in a safe and attractive space.

Unit and Affordability Matrix

<i>Bedroom Type</i>	<i>30% AMI</i>	<i>60% AMI</i>	<i>Total</i>
Studio	0	8	8
1-Bedroom	8	32	40
Total	8	40	48

**Budget Summary**

Indicate the total project costs, including CPA funding request, from all proposed sources.  
 Application package must include a complete itemized budget of all project costs.  
 Note: CPA funds cannot be used for maintenance.

	STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
SOURCE 1: SALEM CPA <i>(total must match amount requested on cover sheet)</i>	\$	\$350,000	\$	\$	\$350,000
SOURCE 2: STATE AND FEDERAL LIHTC	\$	\$4,222,685	\$	\$16,459,628	\$20,682,313
SOURCE 3: PUBLIC EQUITY <i>(INCLUDES HUD SECTION 202 AND BROWNFIELD FUNDS)</i>	\$	\$1,256,492	\$	\$8,387,752	\$9,644,244
SOURCE 4: STATE SUBSIDY/GRANTS	\$80,500	\$3,446,176	\$	\$ 830,500	\$4,357,176
SOURCE 5: CITY ARPA FUNDS	\$	\$	\$	\$250,000	\$250,000
SOURCE 6: PERM LOAN	\$	\$	\$1,277,280	\$351,990	\$1,629,270
<b>TOTAL PROJECT COST</b>	<b>\$80,500</b>	<b>\$9,275,353</b>	<b>\$1,277,280</b>	<b>\$26,279,870</b>	<b>\$36,913,003</b>

**Timeline**

- Acquisition finalized and site control – May 2021
- Fundraising began – May 2021
  - HRSA ARPA funding secured (\$650,000) – June 2021
  - Community Funding Support secured (\$1M) – June 2021
  - Engaged New Market Tax Credit Consultant - in active discussions with many CDFIs about the project – ongoing
  - NSCH in active discussions with MGB/Salem Hospital (2021 – present)
  - MA legislative earmark – July 2022
  - Salem ARPA award – January 2023
- City of Salem Permitting Processes: primary permits received January 2023
- New Market Tax Credit (NMTC) Funding Decisions Announced – projected October 2023
- MEPA/DEP approval – projected August 2023
- Chapter 91 Compliance Processes: projected commencement August 2023; projected completion Spring 2024

**NMTC Project:**

- Construction closing – September 2024
- Construction period - 24 months
- Completion – September 2026
- Full Occupancy – December 2026

**LIHTC Project:**



- HUD 202 award – summer 2023
- LIHTC Funding round – Fall 2023 mini-round
- Construction closing - Jan 2025
- Construction period - 22 months
- Completion - Nov 2026
- Full Occupancy - March 2027

**CPC RECOMMENDATION:**

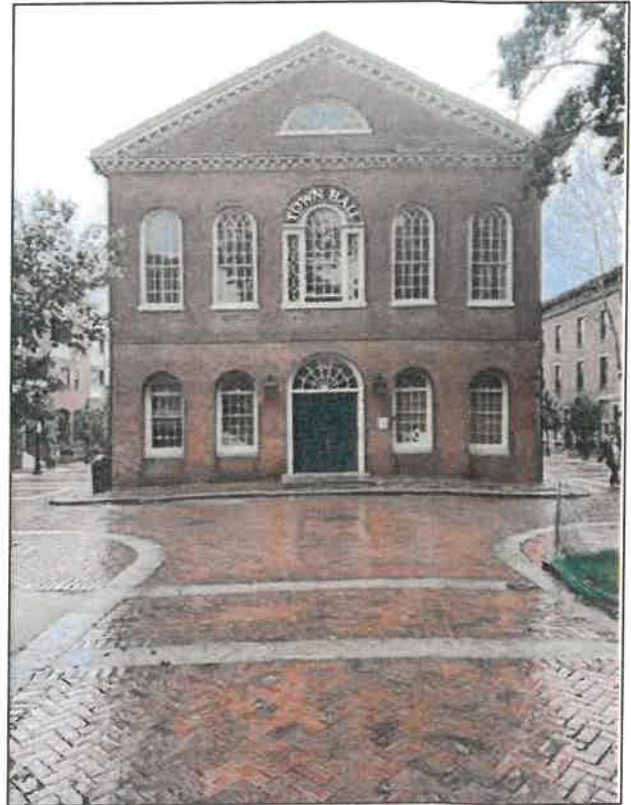
The Community Preservation Committee voted unanimously, to recommend funding this application at \$100,000. The CPC voted to recommend \$100,000 from the FY24 Budgeted Reserve. Funding is conditional upon the requirement that an Affordable Housing Restriction that has been approved by the MA Department of Housing and Community Development be executed and filed at the Registry of Deeds. Such restriction shall be for a period of 99 years.

<b>APPLICANT:</b>	City of Salem
<b>PROJECT TITLE:</b>	Old Town Hall Restoration
<b>PROJECT LOCATION:</b>	32 Derby Square
<b>CPA CATEGORY:</b>	Historic Resources: Rehabilitation/Restoration
<b>CPC PRIORITY RANKING:</b>	High
<b>CPC RECOMMENDED CPA FUNDING:</b>	\$150,000
<b>CPC RECOMMENDED SOURCE:</b>	\$108,100 – FY24 Historic Preservation Reserve \$ 41,900 – FY24 Budgeted Reserve

**PROJECT DESCRIPTION:**

The City of Salem Department of Planning & Community Development (DPCD) requested \$250,000 for the restoration of Old Town Hall.

Built in 1816, Old Town Hall at 32 Derby Square is Salem’s oldest municipal building, a beloved community asset, and an iconic tourist attraction situated in the heart of downtown. The Federal style, Flemish-bond brick masonry building is listed in the National Register of Historic Places and originally served as Salem Town Hall and a large open public market. The building saw various renovations in 1933, 1975 and 2015. Today, the facility and its surrounding brick plaza, Derby Square, continue to serve as public gathering space, hosting community-wide celebrations such as the Salem Arts Festival and Haunted Happenings in addition to over 100 events each year through its rental program. Events including private receptions, craft markets, weddings, fundraisers, concerts, theatrical performances, art shows, and civic functions engage hundreds of artists and attract thousands of community members and tourists to the space. Even with this active programming the area’s full potential as a thriving arts & culture community hub and tourist attraction is unable to be realized due to the limitations and conditions of the space. To that end, the City aims to restore & revitalize this iconic historic structure as a thriving year-around Community Arts & Culture Center, through life safety improvements, sustainability & accessibility upgrades, and extensive historic preservation interventions, among other functional enhancements, all while maintaining vital historic integrity.



In late 2021, the City employed Mills Whitaker Architects to develop designs and provide cost estimates for the restoration and renovation of Old Town Hall based on the building’s current conditions and needs, with the goals of preserving this iconic historic asset and revitalizing the space as a year around community arts and culture center. The proposed work includes extensive structural repairs, upgrades to building systems, preservation of historical assets inside and out, and other efforts that will generally improve the overall functionality and usability of the space. CPA funds granted to this project will be specifically earmarked for exterior historic restoration and preservation efforts including masonry repointing; repainting of wood cornices, cupola, windows, doors, and rails; repairs to slate roof; structural reinforcements; and restoration historic lighting fixtures among other work. All original windows and exterior entrances will be retained and restored. Louvers from former mechanical systems will be removed and bricks restored. The ventilating cupola will be repaired and will serve as the intake and exhaust for new mechanical systems. In addition to this exterior work, existing interior historic

features, such as stair nosings, mantel pieces, wood floors, and lighting fixtures, will also be preserved and restored. In limited areas, new interior features will be required, but will match original features in character, scale, and design to preserve overall historic integrity of the facility.

Current conditions in the building are quickly approaching a point of unsafe use. The 'Band-Aid' approach to repairs used over recent decades is no longer sufficient to address the building's failing systems, out-of-date code compliance and overall, severely deteriorating conditions. Without these proposed interventions, the building will continue to degrade and to fall further into disrepair, resulting in the complete loss of functionality of this important historic asset. The restoration of this high-profile property will not only preserve the historic character of the greater Derby Square area but will also greatly enhance the character of downtown by driving cultural tourism; increasing functionality and overall community access; and eliminating the potential for blight that a shuttered Old Town Hall would cause.

### ***Budget Summary***

Indicate the total project costs, including CPA funding request, from all proposed sources. Application package must include a complete itemized budget of all project costs. Note: CPA funds cannot be used for maintenance.					
	STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
<b>SOURCE 1: SALEM CPA</b> <i>(total must match amount requested on cover sheet)</i>	\$	\$	\$	\$ 250,000.00	<u>\$ 250,000.00</u>
<b>SOURCE 2: ARPA Lost Revenue</b>	\$	\$	\$	\$ 1,000,000.00	\$ 1,000,000.00
<b>SOURCE 3: Mass Culture CFF</b>	\$	\$	\$	\$ 250,000.00	\$ 250,000.00
<b>SOURCE 4:</b>	\$	\$	\$	\$	\$
<b>SOURCE 5:</b>	\$	\$	\$	\$	\$
<b>SOURCE 6:</b>	\$	\$	\$	\$	\$
<b>TOTAL PROJECT COST</b>	\$	\$	\$	<u>\$ 1,500,000.00</u>	\$ 1,500,000.00

**TIMELINE:**

July 2023 – April 2024: Construction Document Phase / prepare completed plans & specs, final SRA approval, submit code narratives to building dept., final estimate

April – May 2024: Bidding & Contractor Selection / public bidding filed sub-bids followed by general contractor bids, submissions evaluation prior to award

May – July 2024: Final Permitting, Submittals, Mobilization / execute contract(s), building permit, pre-construction conference, third-party contracts, submittals

July 2024 – Dec 2025: Construction to Substantial Completion / perimeter fencing, scaffolding, sitework (utilities & accessibility), exterior envelope, interior work

January – Mar 2026: Project Closeout / punch list, commissioning, record drawings, manuals, warranties, move-in, systems training

**CPC RECOMMENDATION:**

The Community Preservation Committee voted unanimously to recommend funding this application at \$150,000, with \$108,100 from the FY24 Historic Preservation Reserve and \$41,900 from the FY24 Budgeted Reserve.

**APPLICANT:** City of Salem  
**PROJECT TITLE:** Palmer Cove Park Renovation – Phase II  
**PROJECT LOCATION:** 30 Leavitt Street  
**CPA CATEGORY:** Recreational Land: Rehabilitation/Restoration  
**CPC PRIORITY RANKING:** High  
**CPC RECOMMENDED CPA FUNDING:** \$250,000  
**CPC RECOMMENDED SOURCE:** \$121,039.19 from Fund Balance  
 \$108,100 from FY24 Open Space/Rec Reserve  
 \$ 20,850.81 - FY23 Budgeted Reserve

**PROJECT DESCRIPTION:**

The City of Salem DPCD requested \$250,000 in CPA funds to be used toward the final phase of construction to implement the community’s vision for improvements to Palmer Cove Park, including a second basketball court, a new multiuse field, water access, trees, furnishings and public art.



Located in the Point neighborhood, Palmer Cove Park is across the street

from the Saltonstall School and adjacent to Pioneer Terrace, a 104-unit senior housing complex owned and managed by the Salem Housing Authority. Many residents with disabilities and mobility concerns reside in this complex. These neighbors are not well served by the park’s aging infrastructure, inadequate pathways and physical barriers to waterfront access. Concerns have also been expressed that the park is underutilized. Stakeholders have identified improved waterfront access, park accessibility, increased recreation opportunities and climate change resiliency as important for revitalizing the space. The City completed a first phase of improvements in 2021 that included a new waterfront promenade, relocation and upgrades of community gardens, refurbished basketball court, new parking, trees, paths, and furnishings.

The City now seeks additional CPA funds to implement the second and final phase of improvements identified by the neighborhood and other community stakeholders. Proposed Phase II improvements include construction of a second basketball court and conversion of the dilapidated baseball infrastructure to a multipurpose grass field to better meet the community’s recreation needs. Additional paths will enhance connectivity within and through the park and site furnishings, including benches, adult exercise equipment, and a bocce court, will draw additional park visitors. New trees and a rain garden will serve as green infrastructure and educational signage will engage learners of all ages with these climate adaptations. Signage formalizing a kayak launch at the northeast corner of the park will connect the community to the water and promote safe boating. At the intersection of Congress and Leavitt Streets, where the North Shore Community Development Coalition is building an affordable housing development and the City is investing in pedestrian infrastructure, an improved park entrance will be constructed.

Due to the scale of the project, the budget (\$2,069,000) must be made up of multiple sources. This includes a secured Massachusetts Land & Water Conservation Fund grant for \$514,000, a Signature Parks program allocation in the amount of \$300,000, \$140,000 committed in ARPA funds, \$115,000 in

CPA funds awarded in 2022, a \$100,000 pending CDBG request, and \$650,000 pending from the City's FY24 Capital Improvement Program. The current CPA request of \$250,000 is based on the gap beyond what these other sources may reasonably contribute in light of substantial cost escalation across the construction industry.

### **Budget Summary**

Indicate the total project costs, including CPA funding request, from all proposed sources. Application package must include a complete itemized budget of all project costs. Note: CPA funds cannot be used for maintenance.					
	STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
SOURCE 1: SALEM CPA <i>(total must match amount requested on cover sheet)</i>	\$	\$	\$	\$250,000	\$250,000
SOURCE 2: FY22 CPA	\$	\$	\$	\$115,000	\$115,000
SOURCE 3: SIGNATURE PARKS	\$	\$	\$	\$300,000	\$300,000
SOURCE 4: LWCF	\$	\$	\$	\$514,000	\$514,000
SOURCE 5: ARPA	\$	\$	\$	\$140,000	\$140,000
SOURCE 6: CIP	\$	\$	\$	\$650,000	\$650,000
SOURCE 7: CDBG	\$	\$	\$	\$100,000	\$100,000
<b>TOTAL PROJECT COST</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$2,069,000</b>	<b>\$2,069,000</b>

### **Project Timeline**

Task	2023												2024											
	01	02	03	04	05	06	07	08	09	10	11	12	01	02	03	04	05	06	07	08	09	10	11	12
Construction Documents		■	■	■																				
Conservation Commission Update				■																				
Construction Bidding					■																			
Execution of Construction Contract						■																		
Mobilization							■																	
Construction								■																
Substantial Completion																								
Construction Punch List																								
100% Completion																								
Park Reopening to Public																								
DCS Inspection																								
Release of Pending Funding																								
CIP								■																
CDBG																								
CPA																								

### **CPC RECOMMENDATION:**

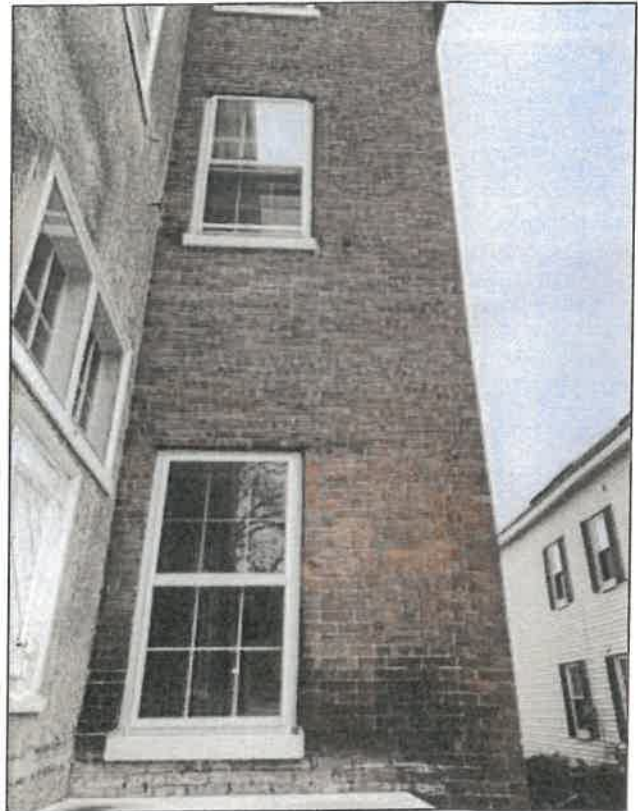
The Community Preservation Committee voted unanimously to recommend funding this request at \$250,000. The CPC voted to recommend \$121,039.19 from the Fund Balance, \$108,100 from the Open Space & Recreation Reserve and \$20,860.81 from the FY24 Budgeted Reserve.

<b>APPLICANT:</b>	Woman's Friend Society
<b>PROJECT TITLE:</b>	Emmerton House Repointing
<b>PROJECT LOCATION:</b>	12 Hawthorne Boulevard
<b>CPA CATEGORY:</b>	Historic Resources: Rehabilitation/Restoration
<b>CPC PRIORITY RANKING:</b>	High
<b>CPC RECOMMENDED CPA FUNDING:</b>	\$100,000
<b>CPC RECOMMENDED SOURCE:</b>	\$100,000 - FY24 Budgeted Reserve

**PROJECT DESCRIPTION:**

The Woman's Friend Society submitted a request for \$225,000 for repointing at the historic Emmertton House at 12 Hawthorne Boulevard.

The Federal style brick Emmertton house was constructed between 1810 and 1812. Originally built as a double house, one half was purchased by Jennie Emmertton in 1876 to house the Woman's Friend Society with the stipulation that the Society become self-funding within five years. Several years later, the Society purchased the entire building. The mission of Woman's Friend was incorporated "for the purpose of extending sympathy and help to girls and women of any nationality and of any class, from the highest to the most lowly, and by that sympathy and help to inspire and encourage habits of industry and self-reliance". Sewing, cooking and household management classes were held for newly arriving immigrant women to help them earn a living for their families and to assimilate into society. Later the Society opened the first Kindergarten in Salem and began the visiting nurses program. Since then, these programs have been spun off. The Emmertton House currently houses twenty-one single women in 100% affordable housing. Woman's Friend also supports many other charitable organizations and agencies in the city.



Woman's Friend is seeking CPA funds for the next phase of restoration work on the 200+ year old building. Previously, the Society received CPA funding for major repairs to the roof, soffits, doors, and windows. They now seek funds to repoint the building's brick exterior and foundation. The brick has been subject to weather and decay over the past two centuries. As a result, the mortar joints are in danger of allowing water to seep in thus undermining the structure of the building and creating dampness in the house. Repointing will also prevent heat loss and thus will save energy. The Woman's Friend Society received an estimate of \$450,000 to repoint the entire building. Therefore, Woman's Friend will phase the project to restore the most deteriorated parts of the building, beginning on the East side of the building facing Hawthorne Boulevard, which is the side most in need of repair. Once this is completed, repointing will continue on the West side of the building.

The Society is committed to keeping rents below affordable housing rates to ensure that the women who reside at Emmertton House for the maximum 5-year stay are able to save and plan for the next phase of their lives. This annual gap is supported by the income earned on the Society's endowment. A commitment to expend principle from the endowment is a significant investment for the Society, especially in today's economic climate. Therefore, they are seeking significant grant funding for the

planned capital and restoration plans. It is the goal of the Woman's Friend Society to raise additional funds for the project.

**FINANCIAL:**

***Budget Summary***

Indicate the total project costs, including CPA funding request, from all proposed sources. Application package must include a complete itemized budget of all project costs. Note: CPA funds cannot be used for maintenance.					
	STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
<b>SOURCE 1: SALEM CPA</b> <i>(total must match amount requested on cover sheet)</i>	\$ -	\$ -	\$ -	\$ 225,000	\$ 225,000
<b>SOURCE 2: WFS Endowment</b>	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
<b>SOURCE 3:</b>	\$	\$	\$	\$	\$
<b>SOURCE 4:</b>	\$	\$	\$	\$	\$
<b>SOURCE 5:</b>	\$	\$	\$	\$	\$
<b>SOURCE 6:</b>	\$	\$	\$	\$	\$
<b>TOTAL PROJECT COST</b>	\$ -	\$ -	\$ -	\$ -	\$ 250,000

**TIMELINE:**

- July 1, 2023 – CPA Funding available
- July – August 2023 – Planning with contractors to identify commencement dates, including applying for required permits and police detail
- July 2023 – Application submitted for SHC approval
- August 2023 – SHC approval
- August-November – Repointing of East and West sides of building
- December 2023 – Work complete

**CPC RECOMMENDATION:**

The Community Preservation Committee voted 6 in favor and 2 opposition, Hamilton and Martin voted in opposition, to recommend funding this application at \$100,000. The CPC voted to recommend \$100,000 from the FY24 Budgeted Reserve.

**APPLICANT:** The House of the Seven Gables  
**PROJECT TITLE:** Tea House and Barn Roof Replacement  
**PROJECT LOCATION:** 155 Derby Street  
**CPA CATEGORY:** Historic Resources: Rehabilitation/Restoration  
**CPC PRIORITY RANKING:** High  
**CPC RECOMMENDED CPA FUNDING:** \$44,000  
**CPC RECOMMENDED SOURCE:** \$44,000 - FY24 Budgeted Reserve

**PROJECT DESCRIPTION:**

The House of the Seven Gables submitted a request for \$44,000 for roof replacement on the Tea House and Barn, which are significant contributing resources to the National Historic Landmark site.

The Gables will undertake complete reroofing of the Tea House and Barn, attached to the Seaman's Visitor Center, on The House of the Seven Gables Site. The Tea House and Barn were constructed in 1910 and 1924, respectively, and are significant contributing resources to the historic landmark site. The Colonial Revival era structures were designed and built by famed restoration architect, Joseph Everett Chandler to be a part of the historic museum campus.



Both buildings are currently roofed with deteriorating asbestos shingles, which were installed sometime in the mid-20<sup>th</sup> century. These shingles are far beyond their service life with evidence of cracked and loose shingles that are liable to begin falling out of place. Repairing using existing materials is not possible given the toxic nature of asbestos. There is also widespread biological growth including moss and lichen, which are a challenge to clean due to the sensitive nature of asbestos building materials. The deterioration of these asbestos shingles could eventually pose a health and safety risk to visitors and staff. The shingles will be replaced with new wood cedar shingles to protect the architecturally significant structures and preserve the historic aesthetic of the Gables site.

The House of the Seven Gables has committed funds from its capital expense budget to ensure this project will happen. The Gables will contribute \$16,300 to cover the removal of the existing asbestos roof materials. The Gables is also considering to use in-house labor by our professional preservation staff in conjunction with professional contracting services. This in-house labor would be a match to grant funds if used.



**FINANCIAL:**

***Budget Summary***

Indicate the total project costs, including CPA funding request, from all proposed sources.  
Application package must include a complete itemized budget of all project costs.  
Note: CPA funds cannot be used for maintenance.

	STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
<b>SOURCE 1: SALEM CPA</b> <i>(total must match amount requested on cover sheet)</i>	\$	\$	\$	\$44,000	\$44,000
<b>SOURCE 2: THE HOUSE OF THE SEVEN GABLES</b>	\$	\$350	\$	\$16,300	\$16,650
<b>SOURCE 3:</b>	\$	\$	\$	\$	\$
<b>SOURCE 4:</b>	\$	\$	\$	\$	\$
<b>SOURCE 5:</b>	\$	\$	\$	\$	\$
<b>SOURCE 6:</b>	\$	\$	\$	\$	\$
<b>TOTAL PROJECT COST</b>	\$	\$350	\$	\$60,650	\$60,650

**CPC RECOMMENDATION:**

The Community Preservation Committee voted unanimously to recommend funding this application at \$44,000. The CPC voted to recommend \$44,000 from the FY24 Budgeted Reserve. Approval is conditional that a Preservation Restriction be executed and filed at the Registry of Deeds and that all work must adhere to the Secretary of the Interior Standards for Treatment of Historic Properties.



<b>APPLICANT:</b>	Pickering Foundation
<b>PROJECT TITLE:</b>	Pickering House and Barn Exterior Restoration
<b>PROJECT LOCATION:</b>	18 Broad Street
<b>CPA CATEGORY:</b>	Historic Resources: Rehabilitation/Restoration
<b>CPC PRIORITY RANKING:</b>	High
<b>CPC RECOMMENDED CPA FUNDING:</b>	\$60,250
<b>CPC RECOMMENDED SOURCE:</b>	\$60,250 - FY24 Budgeted Reserve

**PROJECT DESCRIPTION:**

The Pickering Foundation submitted a request for \$60,250 to complete the second phase of exterior restoration of the iconic Gothic Revival Pickering House and Barn. This phase will focus on window and chimney repairs on the main house and repairs to the barn's south facing façade including replacing rotted vertical tongue-and-groove match board siding, curtain boards, trim, and barn floor and sills.



The Pickering House was erected ca. 1660 and, unofficially, it is not only the oldest "home" in Salem, it is also the oldest garden and green space in Salem. The site

currently includes two buildings (the house and a mid-19<sup>th</sup> century barn) and 2+ acres of gardens. It has been home to 10 generations of Pickerings, who have played a remarkable role in the founding and development of our nation. In 1950, the ownership was transferred to the Pickering Foundation, a 501 (c)3 organization. In 1973, the house and barn were added to the National Register of Historic Places as part of a National Register district and in 1981, the property was included in the designation of Salem's McIntire Historic District. The house is used as a space for an annual lecture series, tours in the summer, frequent musical events, and an annual garden party, at which is awarded their Sarah C. Pickering Scholarship of \$2,500 to a deserving Salem High School student. In recent years, it has become a popular rentable space for the community, and has hosted weddings, non-profit events, birthday parties and more. It is also an important stop for local tour guides who interpret both the family and Salem's role in American history.

**FINANCIAL:**

The estimated cost for this project is \$123,000. The Pickering Foundation will provide the 50% match.

**TIMELINE:**

- Study — HSR completed 2006, updated continuously through 2022.
- Design — All elements of existing design will be retained; no impact on project timeline.
- Environmental — Only consideration is selection of materials and treatment of existing materials. Careful consideration will be shown during construction period for disposal and treatment of any hazardous materials, as required by law, e.g., lead paint.
- Permitting — 90 days, commencing Summer 2023 — Salem Historical Commission permission and building permits.
- Construction — approximately one month ± one week, commencing Fall 2023 and completed Spring 2024.

- Funding sources — All commitments for 50% match by the Pickering Foundation in hand.

**CPC RECOMMENDATION:**

The Community Preservation Committee voted unanimously to recommend funding this application at \$60,250. The CPC voted to recommend \$60,250 from the FY24 Budgeted Reserve. Approval is conditional that a Preservation Restriction be executed and filed at the Registry of Deeds and that all work must adhere to the Secretary of the Interior Standards for Treatment of Historic Properties.



<b>APPLICANT:</b>	Hamilton Hall
<b>PROJECT TITLE:</b>	Hamilton Hall Exterior Restoration
<b>PROJECT LOCATION:</b>	9 Chestnut Street
<b>CPA CATEGORY:</b>	Historic Resources: Rehabilitation/Restoration
<b>CPC PRIORITY RANKING:</b>	High
<b>CPC RECOMMENDED CPA FUNDING:</b>	\$93,000
<b>CPC RECOMMENDED SOURCE:</b>	\$93,000 – FY24 Budgeted Reserve

**PROJECT DESCRIPTION:**

Hamilton Hall submitted a request for \$152,000 to complete exterior restoration of the 1805 Samuel McIntire designed Hamilton Hall, including repairs to fascia and soffits along the North (Chestnut St) and South elevations; repair of the historic Hearth Room door, sidelights and exterior trim; window and shutter repairs; re-construction of iron fencing on Chestnut Street; and spot masonry repointing.



Hamilton Hall is widely recognized as one of the most important Federal buildings in America and was designated a National Historic Landmark in 1970. It was designed and built in 1805 in the Federal-style by Salem’s famed architect and woodcarver Samuel McIntire and, in its early days, hosted elaborate celebrations and banquets honoring American presidents, visiting dignitaries and military celebrations. The layers of history at this site include 19<sup>th</sup>-century use as a bookstore, school for music, dance, and children’s education. Often of great interest is the service of this building as the family home and business of John and Nancy Remond and their children, free African-Americans who were the resident care-taking family of Hamilton Hall in the mid-19th century. Preservation of this building honors the rich social history of Salem.

Under centuries of active stewardship, the Hall has proudly fulfilled its role as host of small and large gatherings; providing a home for pivotal moments in the lives of those in the community. The Hall is well-known as a beautiful venue for weddings that utilize florists, caterers, and other local businesses. As a member of the Salem community, Hamilton Hall offers local non-profit groups an “at-cost” rental rate and has hosted celebrations and events for Salem Public Schools, Salem United, and local theater, music, and sporting groups. The Hall is open to the public for tours five day a week and the staff and Board of Directors works to develop educational community programming relevant to the Salem community.

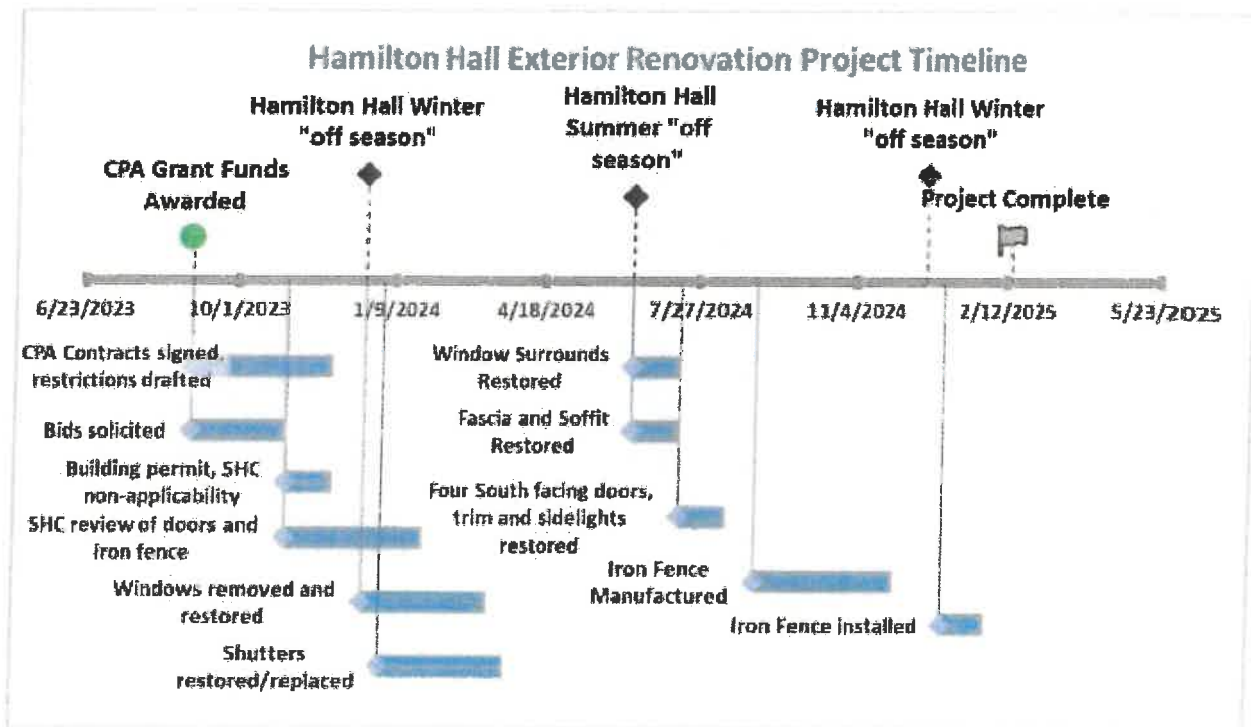
**FINANCIAL:**

***Budget Summary – Hamilton Hall Exterior Restoration***

Indicate the total project costs, including CPA funding request, from all proposed sources.  
 Application package must include a complete itemized budget of all project costs.  
 Note: CPA funds cannot be used for maintenance.

	STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
<b>SOURCE 1: SALEM CPA</b> <i>(total must match amount requested on cover sheet)</i>	\$	\$ 12,500	\$	\$ 139,700	\$ 152,200
<b>SOURCE 2:</b> <b>HAMILTON HALL BUILDING RESERVES</b>	\$	\$	\$	\$ 18% IF NECESSARY	\$
<b>SOURCE 3:</b> <b>CAPITAL CAMPAIGN</b>	\$	\$	\$	\$ AS NEEDED	\$
<b>SOURCE 4:</b>	\$	\$	\$	\$	\$
<b>SOURCE 5:</b>	\$	\$	\$	\$	\$
<b>SOURCE 6:</b>	\$	\$	\$	\$	\$

**TIMELINE:**



**CPC RECOMMENDATION:**

The Community Preservation Committee voted 7 in favor and 1 opposed, with Hamilton in opposition, to recommend funding this application at \$93,000. The CPC voted to recommend \$93,000 from the FY24 Budgeted Reserve. Work must adhere to the Secretary of the Interior Standards for Treatment of Historic Properties.

Questions contact Sibhita Mahabier 781-258-9169

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

To City Council of Salem, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a National Grid of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

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

The following are the streets and highways referred to:

Plan # 30750406 Harbor St - National Grid to install beginning at a point approximately 70 feet east/southeast of the centerline of the intersection of Washington St and continuing approximately 5' +/- feet in a southerly direction. Installation of 5' +/- of 1-3" PVC conduit encased in concrete from MH 26B to customer's hand-hole in the property of 0 Harbor St.

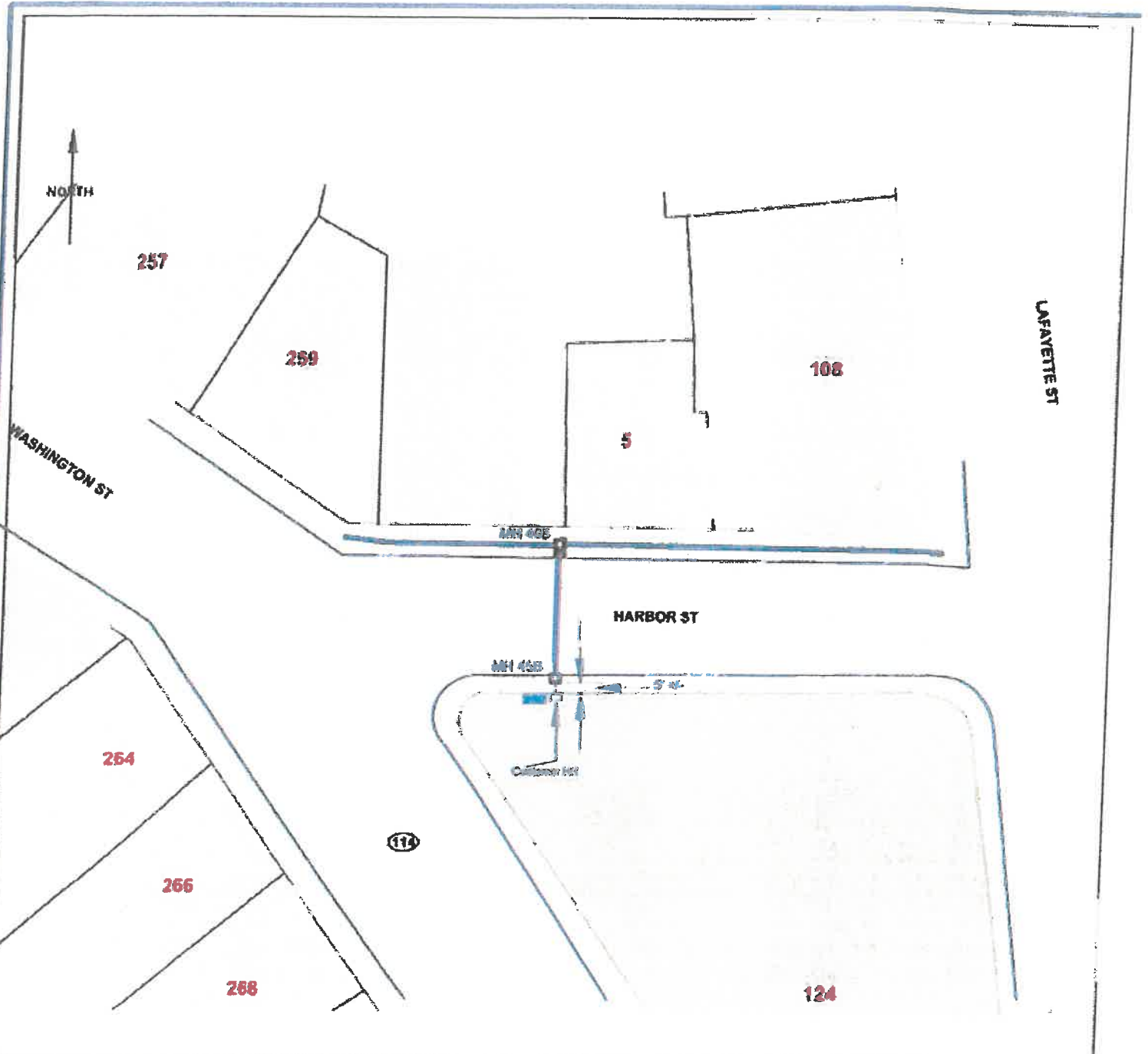
Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a

NATIONAL GRID *Bob Coulter*

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

Dated: June 6, 2023



**UNDERGROUND PETITION**



- |   |                           |
|---|---------------------------|
| <input type="checkbox"/> JO POLE (EXISTING) | EDGE OF STREET            |
| GAS REGULATORS                              | EXISTING CONDUITS         |
| CUSTOMER HANDHOLE                           | PROPOSED 1-3" PVC CONDUIT |

Sketch to accompany Petition for the installation of 5' +/- of 1-3" PVC conduit encased in Concrete from MH 45B to Customer Owned HH in Lafayette Park, 0 Harbor St., Salem, MA 01970

Date: 06-05-2023

WORK REQUEST: 12-23-30750406

To The: City Of Salem, MA

For Proposed: 1-3" Conduit Encased in Concrete Location: Harbor St.

DISTANCES ARE APPROXIMATE

Drawn By: Sibhita Mahabier-Sheehy

# City of Salem

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

**An Ordinance** to amend an Ordinance relative to Traffic, Ch. 42 Sec. 50B

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

**Section 1.** Chapter 42, Section 50B – “Handicap Zone Limited Time” is hereby amended by adding the following:

In Front of #44 Forrester Street, running in an easterly direction for a distance of 20 feet, “Handicap Parking, Limited Time, Tow Zone”

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

In City Council May 25, 2023  
Adopted for first passage

ATTEST:

ILENE SIMONS  
CITY CLERK



# City of Salem

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

**An Ordinance Relative to Traffic**

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

**Section 1.** Ch. 42 Section 51 – “Parking Prohibited on certain streets”

Jefferson Ave – Parking Prohibited on Certain Streets – starting at the driveway at 399 Jefferson Avenue and running east for 35 feet.

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

In City Council May 25, 2023  
Adopted for first passage

ATTEST:

ILENE SIMONS  
CITY CLERK

**CITY OF SALEM**

In the year Two Thousand and Twenty-Three

An Ordinance to amend an Ordinance relative to School Committee Compensation

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

**Section I.** Chapter 2, Section 2-956. Compensation of members is hereby amended by deleting the first two sentences of this section and replacing them with the following:

“Commencing January 1, 2024, members of the school committee, with the exception of the mayor, shall receive a salary equal to eight percent of the salary of the mayor in effect on January 1st of each year. This salary shall be paid to members biweekly.”

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

In City Council May 25, 2024  
Adopted for first passage

ATTEST:

ILENE SIMONS  
CITY CLERK

## **RESOLUTION: To Decriminalize Psilocybin-containing Fungi**

WHEREAS: Along with many cities and states across the country, Salem has begun in recent years to recognize that criminalizing users of substances such as cannabis is neither a just or effective legal approach; and

WHEREAS: Drug policy in the United States and the so-called “War on Drugs” has historically led to unnecessary penalization, arrest, and incarceration of vulnerable people, particularly people of color and of limited financial means, instead of prioritizing harm-reduction policies that treat drug abuse as an issue of public health; and

WHEREAS: Psilocybin-containing fungi have been used for centuries by people in different cultures to address conditions including substance abuse, addiction, post-traumatic stress disorder (PTSD), elements of Persistent Traumatic Stress Environment (PTSE) conditions, chronic depression, end-of-life anxiety, grief, cluster headaches, migraines, and tendencies toward recidivism, as well as to improve mental and socio-emotional health; and

WHEREAS: The pandemic has led to a wave of heroin and opioid overdose deaths and depression in Massachusetts communities, two ailments that psilocybin-containing fungi have been shown to have particular strength in treating according to peer-reviewed medical research; and

WHEREAS: The Salem City Council has adopted goals that include: Ensure City’s budget allocates resources responsibly and responsively. Ensure Public Safety efforts reflect current and emerging challenges and opportunities in a way that incorporates Salem’s core values; and

WHEREAS: Cities in the United States have long possessed an inferred constitutional right to regulate commerce and public safety within their jurisdictions, a principle acknowledged by the Cole Memorandum produced by the U.S. Department of Justice that permitted states and localities to deprioritize law enforcement of cannabis charges; now therefore be it

ORDERED: That the Mayor be and is hereby requested to direct city staff to work with the City’s state and federal partners in support of decriminalizing all psilocybin-containing fungi and be it further

RESOLVED: That the City Council calls upon the Essex County District Attorney to deprioritize the prosecution of persons involved in, but not limited to psychedelic-assisted therapeutic services, possession, sharing or cultivation of psilocybin-containing fungi and the use or possession without the intent to distribute; and be it further

RESOLVED: That the City Council hereby maintains that it should be the policy of the City of Salem that the arrest of adult persons for using or possessing psilocybin-containing fungi shall be amongst the lowest law enforcement priority for the City of Salem; and be it further

**RESOLVED:** That the City Council hereby maintains that no City of Salem department, agency, board, commission, officer or employee of the city should use city funds or resources to assist in the enforcement of laws imposing criminal penalties for the use and possession of psilocybin-containing fungi by adults; and be it further

**RESOLVED:** That the City Council hereby maintains it should be the policy of the City of Salem that the investigation and arrest of adult persons for cultivating, purchasing, transporting, engaging in practices with, and/or possessing psilocybin-containing fungi shall be amongst the lowest law enforcement priority for the City of Salem; and be it further

**RESOLVED:** That the City Council does not have the power and this resolution does not authorize or enable any of the following activities: commercial sales or manufacturing of psilocybin-containing fungi, possessing or distributing these materials on school grounds, driving under the influence of these materials; or public disturbance.

**CITY OF SALEM**  
**JUNE 8, 2023**  
**CITY COUNCIL REGULAR MEETING**

**PETITIONS**

PETITION from National Grid to install conduits on Harbor St.

HEARING ORDERED JUNE 22, 2023

Request from the Residents on Linden/Laurel St.(s). to hold a block party on June 17, 2023, from 3:00 P.M. to 8:00 P.M with a rain date of June 16, 2023

Action Contemplated

Councillor Cohen	Moved Granted by RCV	Yeas Nays Absent
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The Following License Applications:

**PUBLIC GUIDES:**

Kelleigh Welch 10R Joseph St., Somerville MA  
 Scott Severance 191 Washington St., Dover NH  
 Carol Cohen 274 East Main St., Norton  
 Rachel Sinclair 12 Hawthorne Blvd, Salem  
 Julianna Connor 53 Lindor Rd., North Reading  
 Stephanie Clements 9 Appleton St., Salem

**VEHICLE FOR HIRE:**

Salem Trolley 8 Central St., Salem (8 trolleys)

Action Contemplated

Councillor Morsillo	Moved Granted by RCV	Yeas Nays Absent
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The Following Drainlayer / Contract Operator License Applications

**DRAINLAYERS:**

Bartlett and Steadman 67R Village St., Marblehead

Action Contemplated

Councillor Morsillo	Moved Granted by RCV	Yeas Nays Absent
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**CITY OF SALEM**  
**JUNE 8, 2023**  
**CITY COUNCIL REGULAR MEETING**

**PETITIONS**

The Following Claims:

Rachel Dawnes 15 Andrew St., Salem  
Thomas Cobb 31 Symonds St., Salem  
Zahara Janoowalla 24 Lynder St Salem

Action Contemplated

Councillor Morsillo	Moved Referred to Comm. on Ord., Licenses & Legal Affairs by RCV	Yeas   Nays   Absent
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